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Routing Slip

To:	Rare & Misc. Mtls	Date	6/27/55
To:	Oper Com	Date	7-28-55
To:	F. L. Knouse	Date	11-2-55
To:	Oper. Com	Date	11-23-55
To:	Mr. Johnson	Date	11/25/55
To:	[illegible]	Date	11/28/55
To:		Date	
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June 30-'55

Send copy of notice of field examination to:

Mr. Thomas E. Jenkins
1200 - 18th St. N.W.
Washington 6, D.C.

Note: If any additional information necessary call Mr. Harney at above address:
ST 3-4858

FILE COPY
Surname:
Knouse
Gill
Nelson
Gleason
Martin

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

NOV 23 1955

Mr. Samuel Butler, Jr., President
The Sharples Oil Corporation
Suite 1001 - 1700 Broadway
Denver, Colorado

Re: Docket No. DMEA-3871 (Uranium)
Bi-Valve Claims, et al.
Emery County, Utah

Dear Mr. Butler:

Your application for aid in an exploration project and other information available to us in Washington relating to the subject property have been reviewed.

Projects approved by this Agency, must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting a small amount of uranium mineralization on your lease, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you that, under these circumstances, your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

FLKnouse:izm 11-23-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Code 700
Mr. Knouse
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

cc to: Thomas B. Jenks
1200 - 18th St., N.W.
Washington 6, D. C.
Att: Edward J. Harvey, Jr.

R.G.

Original
700

F. Kunze
Ellis
Nelson

November 23, 1955

Summary of Proposed Project

Object: Denial of application for an exploration project.

Docket No.: DMEA-3871

Commodity: Uranium

Applicant: Sharples Oil Corporation
Suite 1001 - 1700 Broadway
Denver, Colorado

Property: Consisting of 54 unpatented mining claims and a state school section as follows: Bi-Valve Nos. 1, 2, 5, 6, 9, and 12; Deseret Nos. 1 through 3; Geode Nos. 1 through 5; Sahara Nos. 1 through 24; Brink Nos. 1 through 4; Gunny Sack Nos. 1 through 3; Frangipani Nos. 1 through 9; and Utah State Mineral Lease No. 8255; situated in the Green River Mining District in Sections 1, 2 (School Section), 3, 10, 11, 14, 15, and 35, T's. 21 and 22 S. R. 14 E., S.L.B.M., Emery County, Utah.

The lease on the unpatented mining claims is valid for only one year unless a minimum footage of drilling is completed.

Date of Application: June 15, 1955

Amount of Application: $122,280.50

Work Proposed: Drilling 138 dry rotary, and core holes averaging 480 feet deep totaling 66,240 feet to test the Salt Wash member of the Morrison Formation divided into three stages as follows:
and

Stage I - 53 dry rotary/core holes spaced on 1000 centers;

Stage II - 50 dry rotary and core holes spaced 200 feet centers around Stage I holes showing mineralization;

Stage III - 35 dry rotary and core holes spaced on 75 feet centers around Stages I and II holes showing mineralization.

Applicant drilled 14 ~~holes~~ dry rotary holes. 13 holes were spaced about 1000 feet apart on a N-S line and the Applicant stated 8 of the 14 holes indicated mineralization. However,

the AEC interpretation of the graphic radiometric logs revealed that 2 of the holes only could be termed mineralized, but not ore.

Vahey and Vahey, Docket No. DMEA-3730, Contract Idm-E868 property adjoins Applicants' property on West. Field Team points out the trends of mineralized zones on Vahey and Vahey property are North-South instead of East-West as shown on map. The field telephoned that 22 of the 23 holes for Stage I of the Vahey and Vahey project were drilled and 21 of these holes were barren of mineralization, and one hole showed about one foot of mineralization, (about 0.10 percent U_3O_8), in the Bushy Basin member of the Morrison Formation. Also, that no additional drilling will be approved for the project.

Field Team Report dated October 25, 1955:

"No ore deposits are known to exist on the Sharples Oil Corporation's property. However, several small ore bodies occur about 3 miles north-west of the subject property. These deposits have been examined in some detail in the field, and production data from seven of the small deposits owned by Four Corners Uranium Company are tabulated in Table 1."

TABLE 1

Shaft No.	Claims	Production Ton (To 7-1-55)	Percent of U_3O_8
1	Vanura	160	0.51
2	San Rafael	1,914	0.36
3	Betty A	2,557	0.40
4	Vanura No. 1	1,294	0.27
5	Vanura No. 5	2,830	0.27
6	Vanura No. 5	1,382	0.22
7	Desert No. 5	23	0.27

Total Production - 10,163 Tons

"It should be pointed out that although 10,163 tons of ore have been produced from the area it has come from separate mines, which are closely spaced, but separated by areas of barren ground."

"The field examination of the mines reveals that the ore deposits are composed of small masses of mineralized material localized by small festoon structures. The individual pods are small and usually of good grade, but are normally separated by considerable areas of barren sandstone. The density of distribution of the localized structures is such that drill holes quite frequently indicate much more ore than is eventually proven by mining. Our experience with Salt Wash ore deposits has shown that

ore deposits that are localized by festoon structures are usually small and present serious difficulty in mining. Therefore, this type of deposit can be considered as economical only when mined at shallow depths or more commonly along outcrops."

Conclusions and Recommendations:

The geological habit of the district indicates the ore deposits are small, relative to the depth at which they must be developed. The results of the Applicant's drilling indicates the spotty nature of the mineralization in the general area. It is concluded that in the improbably event of a discovery the deposit would be too small to be mined profitably.

It is recommended that the application be denied."

Comments of Commodity Specialists:

USGS and USBM dated November 9 and 21, 1955, respectively, concur in the denial.

Rare and Miscellaneous Metals Division - F.L. Knouse - November 22, 1955:

Fourteen dry rotary holes have been drilled on this property by the Applicant, of which the Applicant reported 8 were mineralized. The determination was made from radiometric probing of the holes. The AEC determined only 2 of the reported 8 mineralized holes contained uranium mineralization but was not ore grade. The writer requested the Applicant to furnish chemical analyses of the reported mineralized sections in the eight holes and was advised the drill cuttings were not analysed and had been discarded as they were advised that the underlying beds were uniform and mineralization reacted favorably to radiometric equipment and chemical analyses of the drill cuttings were an unnecessary expense. Unfavorable results from the completed drilling on the adjoining Vahey and Vahey property, DMEA Contract Idm-E868 adds more strength to the Field Team's recommendation to deny this application for an exploration program. Therefore, this Division concurs with the Field Team and commodity specialists in denying the application and a letter was written to the Applicant advising him of the decision.

Ernest Wm Ellis

Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

IN REPLY REFER TO:

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

November 21, 1955

Memorandum

To: F. L. Knouse
Through: E. W. Ellis, Defense Minerals Exploration Administration

From: W. P. Williams, U. S. Geological Survey

Subject: DMEA 3730, Vaughey & Vaughey, and DMEA 3871, Sharples Oil Corp., Emery County, Utah.

Telephone communication from E. N. Harshman, Field Team Member, Region III, on November 18, 1955, afforded the following information about the above-referenced properties:

On this date the Vaughey & Vaughey Company had completed a total of 22 drill holes under Stage I of Contract Idm-E868. Of the 22 holes, 21 encountered unfavorable geologic conditions and were barren. One hole contains a radiometric anomaly in the Brushy Basin member of the Morrison formation which amounts to about 1 foot of material that averages 0.1 percent eU_3O_8. The anomaly is well above the potential ore zone in the Salt Wash member. The holes have been probed with U.S.G.S. 'Barnaby' equipment.

Because of the very poor results obtained in Stage I, Grand Junction personnel say that no recommendation for approval of any drilling for Stage II will be given for the Vaughey & Vaughey property. On the contrary, field personnel will recommend that Contract Idm-E868, Vaughey & Vaughey, be terminated with the conclusion of Stage I.

Field personnel believe that the Vaughey & Vaughey drilling helps demonstrate that ore trends in the vicinity are north and northeast and that the main ore zone lies west of the Vaughey & Vaughey property. Under those conditions the Sharples property is far east of the main ore trend; and DMEA 3871, Sharples Oil Corporation, should, therefore, be denied in accordance with the recommendations of the Field Team.

W. E. Nelson
for
W. P. Williams

IN REPLY REFER TO:

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

November 21, 1955

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To: F. L. Knouse
Through: E. W. Ellis, Defense Minerals Exploration Administration

From: W. P. Williams, U. S. Geological Survey

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N. E. Nelson
for
W. P. Williams

WPWilliams:iml
G-11/21/55
cc: E. W. Ellis
Docket 3871
Docket 3730
Director's reading, 4212
Branch reading, 4212

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

November 10, 1955

To: Files

From: F. L. Knouse, Mining Engineer
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-3871 (Uranium)
Sharpless Oil Corporation
Bi-Valve Claims, et al.
Emery County, Utah

Yesterday, November 9, 1955, I called the Applicant's Washington representative, Mr. Edward J. Harney, Jr., and requested chemical analyses of the mineralized sections in the 8 holes drilled by them and reported as being mineralized, if they were available. Today, November 10, 1955, Mr. Harney telephoned and advised no chemical analyses were made of these mineralized sections, as they were advised that since these beds were uniform and mineralization reacted favorably to radiometric equipment underlying their property, that chemical analyses of the drill cuttings were an unnecessary expense. Therefore, the drill cuttings where not retained.

F. L. Knouse

F. L. Knouse

11/10/55 gla

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

November 9, 1955

Memorandum

TO: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Report of examination, Docket 3871, Sharples Oil Corp., Bi-Valve, et al, groups of claims, Emery County, Utah

I have reviewed the report of examination, DMEA Docket No. 3871, dated October 25 and received in this office November 3. I have also discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The field examiners have evaluated the results of the applicants' own drilling program, and with the assistance of an Atomic Energy Commission geologist determined that, of 14 dry rotary holes averaging 427 feet, only 2 may have cut mineralized material. One of the mineralized holes was offset and found to be barren.

Because (1) the ore deposits in the area have been found to be small, discontinuous, and at considerable depth (400 or more feet) and because (2) the prospect exploration work conducted by the company has been unsuccessful, the field examiners recommend that the application be denied. For the same reasons as indicated by the field examiners, we also suggest that the application be denied.

As indicated on the routing slip, the report is being forwarded to the Chief, Division of Minerals.

John E. Crawford

John E. Crawford

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

November 9, 1955

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Uranium Commodity Committee, Room 4445

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

November 9, 1955

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As indicated on the routing slip, the report is being forwarded to the Chief, Division of Minerals.

John E. Crawford

11/7/55 sign

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

RECEIVED
OCT 31 1955

October 25, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Field Team, Region III

Subject: Joint Report of Examination, DMEA Docket 3871 (Uranium), Sharples Oil Corporation, Bi-Valve, et al., group of claims, Emery County, Utah

Enclosed are the original and three copies of the report pertaining to the above application.

The examiners conclude that the subject property does not warrant further exploration and they recommend that the application be denied.

J. W. Hasler was questioned regarding the propriety of denying the subject application in view of the DMEA contract on the adjoining property, DMEA 3730, Vaughey and Vaughey. We received the following teletype from J. W. Hasler October 25, 1955.

> "Reply your request for information concerning DMEA Docket 3871, Sharples Oil Corporation, Bi-Valve, et al., group of claims, Emery County, Utah, examining geologist is of the opinion outcrop studies show ore trends in area to be roughly North-South rather than North-West as discussed in Vaughey and Vaughey report. Also ore bodies may be confined to small festoon structures which do not form large bodies. Sharples' holes reported as being mineralized were found not to be as reported. Great depths under much of Sharples' property make it not feasible to mine if ore bodies are discovered unless they should be large. C. H. Roach and H. S. Johnson, U.S.G.S., are of the opinion Vaughey and Vaughey trends are not as discussed in DMEA report. The trends on applicant's map are not in agreement with known outcrop data on docket 3730 and that the contract on this property should be closely watched. Docket 3871 was denied as a result of the above mentioned reasons and was so stated in our report.

Reviewed by

11-4-55

I concur with these recommendations."

Based on the evidence presented by the field examiners in their report in the subsequent teletype, we have no other alternative than to agree with their conclusions.

W. M. Traver

W. M. Traver

E. N. Harshman

E. N. Harshman

Enclosures

MINERAL DEPOSITS
DMEA
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OCT 14 1955
GEOLOGICAL SURVEY
DENVER, COLORADO

RECEIVED
OCT 3 1955
DMEA
Date Rec'd.

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
P. O. BOX 360
GRAND JUNCTION, COLORADO

October 12, 1955

OCT 21 1955
BUREAU OF MINES
Denver, Colorado

TRANSMITTED
E.N.H. OCT 25 1955

Memorandum

To: E. N. Harshman, DMEA Field Team, Region III

From: D. D. Haynes for J. William Hasler

Subject: DMEA 3871, Uranium. Sharples Oil Corporation, Bi-Valve, et al, groups of claims, Emery County, Utah.

Transmitted herewith is the draft of a joint report by C. H. Roach and Glen Walker, covering a field examination of the above-referenced property. We are returning herewith the brochure covering this application and 12 copies of figure 2, for inclusion in the report.

The applicant has drilled 14 dry rotary holes at about 1,000-foot intervals in a line trending, roughly, north-south. An interpretation of the radiometric logs of these holes by an A.E.C. geologist familiar with this area indicates that perhaps 2 of the holes, Nos. 4 and 11, have, what could be termed mineralization, but no ore. Hole No. 14 offset hole No. 11 eight feet and cut no mineralized material.

The geologic habit of the district indicates the ore deposits are small, relative to the depth at which they must be developed. The results of the applicant's drilling indicate the spotty nature of the mineralization in the general area. It is concluded that in the improbable event of a discovery, the deposit would be too small to be mined profitably.

Walker and Roach recommend that the application be denied and I concur with their recommendation.

D. D. Haynes
D. D. Haynes, Geologist

DDH/mlr
Enclosures

11-4-55

RECEIVED
OCT 2 1 1955
TRANSMITTED
OCT 25 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMEA 3871

The Sharples Oil Corporation

Bi-Valve, et al groups of claims

Emery County, Utah

Uranium

Geologic Report
by
Carl W. Roach

Engineering Report
by
Glen Walker

October 12, 1955

Reviewed by
11-4-55

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OCT 31 1955

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2	Geologic map showing location of Sharples Oil Corporation Property, Emery County, Utah . . .	4

TABLES

Number		Page
1	Total production from Four Corners Uranium Company Mines, Emery County, Utah.	5

DMEA 3871

SHARPLES OIL CORPORATION
EMERY COUNTY, UTAH

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SUMMARY AND INTRODUCTION

The Sharples Oil Corporation has requested DMEA assistance in exploration for uranium ore in the Jurassic Morrison Salt Wash formation on 54 unpatented mining claims and a state school section in secs. 1, 2, 3, 10, 11, 14, 15, and 35, T. 21 and 22 S., R. 14 E., S.L.M., Emery County, Utah.

The applicant proposed drilling 138 dry rotary and core holes totaling 66,240 feet. The project was to be divided into three stages; the first consisted of 50 dry rotary and 3 core holes spaced on 1,000-foot centers; the second stage included 50 rotary and core holes spaced 200 feet from first stage indicative holes; third stage drilling called for 35 rotary and core holes spaced 75 feet from mineralized holes. Calculation of footage was based upon an average depth of 480 feet. The applicant estimated the cost of his project at $122,280.50.

An investigation of the property was made by a DMEA Region III examining team on September 7, 1955. It is concluded that in the unlikely event of a discovery, the tonnage would probably be inadequate for a feasible mining operation at the prevailing depths.

It is recommended that the application for assistance be denied.

ACKNOWLEDGMENTS

Messrs. David Evans and Douglas Watrous of Sharples Oil Corporation accompanied the examining team and offered information on the subject and contiguous properties. Warren Blosil and Ben Patterson, AEC geologists at San Rafael Swell camp, gave considerable pertinent data on the general locality and interpreted some radiometric hole logs.

LOCATION, TOPOGRAPHY, AND OWNERSHIP

The property, consisting of 54 unpatented mining claims and a state school section, is in secs. 1, 2, 3, 10, 11, 14, 15, T. 22 S., R. 14 E., and sec. 35, T. 21 S., R. 14 E., S.L.M. It is readily reached by traveling west from Green River, Utah, on U. S. Highway 50 four miles; thence southwest on State Highway 24, twelve miles; thence west 1 mile on an unimproved dirt road. Green River is the nearest town and rail point in which small supplies and fuel can be obtained. Equipment and major repairs would have to come from either Salt Lake City or Grand Junction, Colorado.

The topography is marked by flat- to gently-sloping mesas with steep to abrupt sides, depending upon the competence of the outcropping rocks. The climate is arid with most of the precipitation falling during violent storms in both winter and summer. Outside activities may be hindered for short periods due to blizzards or cloud bursts. Vegetation on the major part of the property is scant and consists of very short native grass. There is no timber of a size suitable for mining purposes on the land.

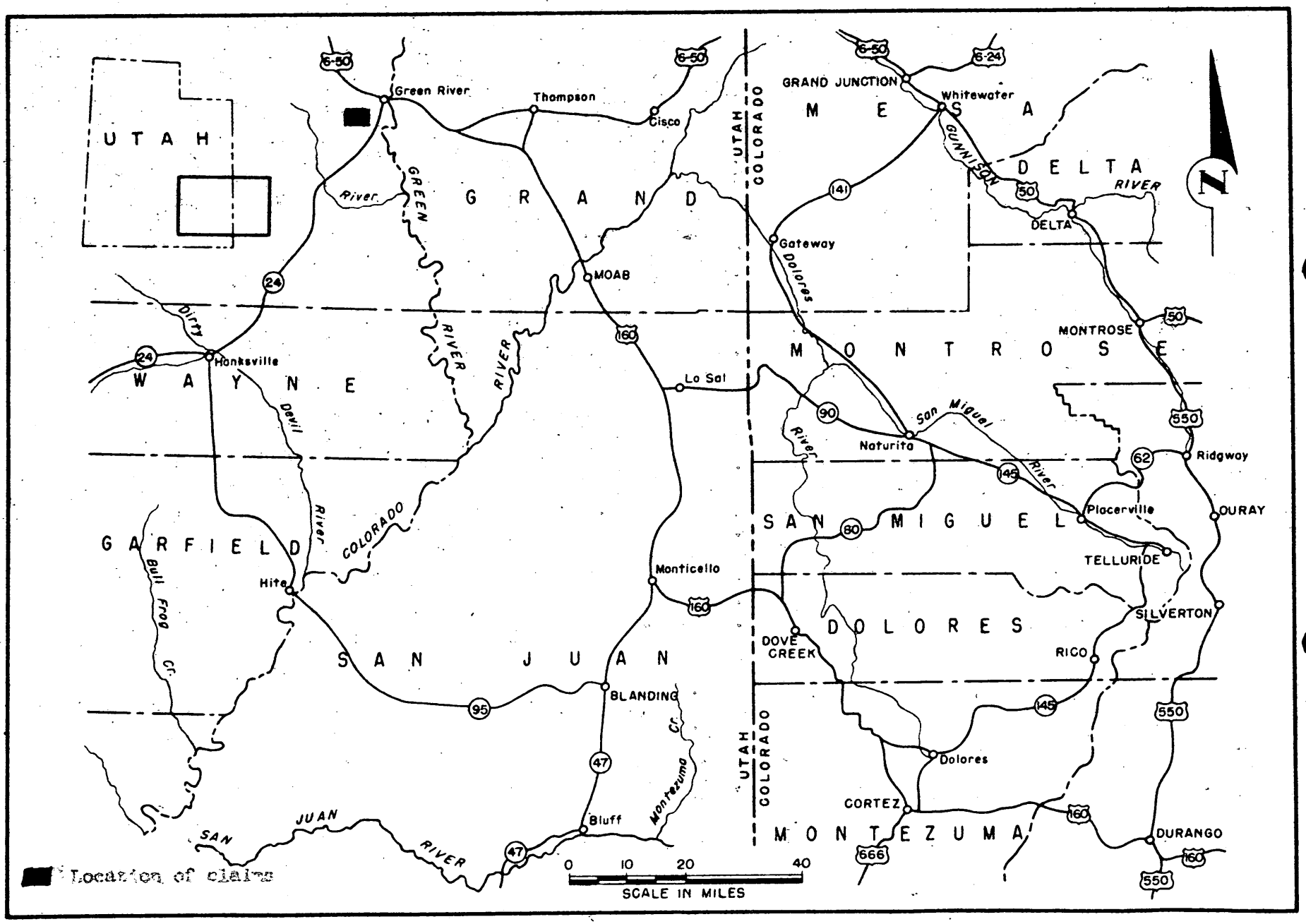

FIGURE 1. LOCATION MAP, CHARFLEE OIL CORPORATION, BI-VALVE, FT AL GROUPS, EMERY COUNTY, UTAH. DMGA 5671

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OCT 3 1 1988

The nearest water is in the San Rafael river about 2 miles west of the property.

Power for any operation would be furnished by internal combustion engines, as no public utility power is available.

Unskilled labor is available, but experienced miners are scarce.

HISTORY, PRODUCTION, AND OWNERSHIP

Uranium and vanadium ores are reported to have been discovered in the district about 1904 and a very intermittent production has been made through the years. Very few of these earlier deposits contained more than 100 or so tons and not until the Four Corners Uranium Co., about 1-1/2 years ago, did some deeper prospecting by drilling were there any really worthwhile deposits known in the area.

The subject property has no production and other than location excavations the only work of an exploratory nature has been 14 dry rotary holes put down from the surface to test the Jurassic Salt Wash formation which is at a depth of 400 to 800 feet.

According to information included with the application, the applicant acquired claim to the property through leases. The lease on the unpatented mining claims is valid for only one year unless a minimum footage of exploratory drilling is completed. After it was determined the Government would not be involved with the subject property, no search of the county records was made.

GEOLOGY AND ORE DEPOSITS

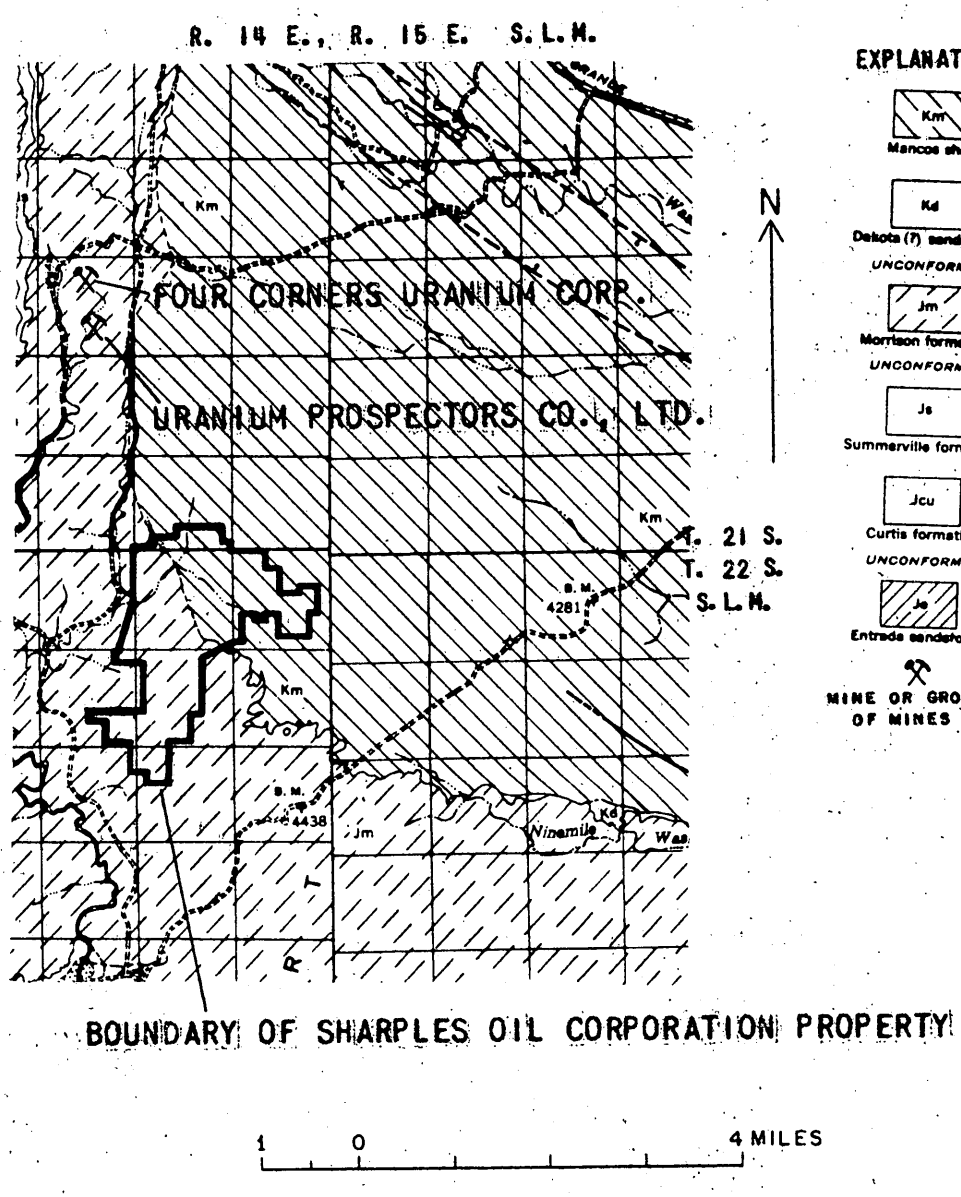
The Sharples Oil Corporation property is located along the eastern flank of the San Rafael Swell, a large anticlinal structure in Emery County, Utah. Numerous faults with small vertical displacement are common throughout the area, but usually are difficult to delineate.

Rocks of the Morrison, Dakota, and Mancos formations crop out over the subject property (see figure 2).

The Jurassic Morrison formation crops out over the southwestern half of the area. The formation consists of two members - the lower Salt Wash member and the upper Brushy Basin member. The Salt Wash member is about 300 feet thick in the area, and consists of irregularly bedded gray, medium-grained sandstone and red, green, and purple mudstone. The sandstone units of the Salt Wash are highly crossbedded in the area, and the mineralized material on the outcrop appears to be localized in small individual masses within small festoon structures. The mudstone associated with small pods of ore is commonly gray-green instead of its usual red color.

The Brushy Basin member of the Morrison formation is about 250 feet thick and consists of interbedded red, gray, white, and purple mudstone, with minor amounts of sandstone and conglomerate.

The Cretaceous Dakota formation unconformably overlies the Morrison formation and is about 5 to 10 feet thick throughout the area. The Dakota formation is composed of medium- to coarse-grained sandstone, with minor amounts of conglomerate.



Note: GEOLOGY TAKEN FROM OIL AND GAS PRELIM. MAP 55

Figure 2. GEOLOGIC MAP SHOWING LOCATION OF SHARPLES OIL CORPORATION PROPERY, EMERY COUNTY, UTAH

RECEIVED
OCT 31 1955

The Cretaceous Mancos formation crops out over the northeastern half of the area and is composed of dark gray to black shale. The total thickness of the Mancos shale in this area is not known.

No ore deposits are known to exist on the Sharples Oil Corporation's property. However, several small ore bodies occur about 3 miles northwest of the subject property. These deposits have been examined in some detail in the field, and production data from seven of the small deposits owned by Four Corners Uranium Company are tabulated in table 1.

Table 1.--Total production from Four Corners Uranium Company Mines, Emery County, Utah

Shaft No.	Claim	Total production up to 7/1/55 (tons)	U_3O_8 (percent)	V_2O_5 (percent)
1	Vanura	160	0.51	0.16
2	San Rafael	1,914	0.36	0.74
3	Betty A	2,557	0.40	0.86
4	Vanura No. 1	1,294	0.27	0.36
5	Vanura No. 5	2,830	0.27	0.39
6	Vanura No. 5	1,382	0.22	0.26
7	Desert Moon No. 5	23	0.27	0.86

Total Production up to 7/1/55 = 10,163 tons

It should be pointed out that although 10,163 tons of ore have been produced from the area, it has come from separate mines, which are closely spaced, but separated by areas of barren ground.

Furthermore, the production listed for each shaft actually represents ore from several discreet pods of ore which are themselves separated by barren sandstone. In other words, the individual mines represent small clusters of pods of ore which can be mined from one shaft.

The field examination of the mines reveals that the ore deposits are composed of numerous small masses of mineralized material localized by small festoon structures. The individual pods are small and usually of good grade, but are normally separated by considerable areas of barren sandstone. The density of distribution of the localizing structures is such that drill holes quite frequently indicate much more ore than is eventually proved by mining. Our experience with Salt Wash ore deposits has shown that ore deposits that are localized by festoon structures are usually small and present serious difficulty in mining. Therefore, this type of deposit can be considered as economical only when mined at shallow depths, or more commonly along the outcrops.

The Uranium Prospectors Company, Ltd., has recently sunk a shaft in an attempt to start developing an ore body, discovered by drilling, about 2 miles north of the Sharples property (fig. 2). This shaft was visited, and it was learned that the shaft was sunk in a position where it was thought the ore body would be intersected halfway between two ore holes which are 200 feet apart. However, the ore body was not encountered, and a drift was started for one of the ore holes. About 70 feet of drifting was completed at the time of the field examination, and no ore had been encountered. The mining engineer stated that festoon

cross-lamination was abundant and the drift was making appreciable quantities of water, a feature which is common to ore deposits localized by festoon structures.

In summary, the sedimentary structures of the Salt Wash sandstone in this area suggests that any masses of ore occurring under the subject property are likely to be small and scattered and could not be considered as economically feasible because of their great depth.

MINABLE ORE RESERVES

There are no known reserves of minable ore on the property.

PRESENT STATUS

There is no equipment of any type presently on the property.

The 14 dry rotary holes at about 1,000-foot intervals in a roughly N-S line were put down by a contractor. The applicant's statement that 8 of the 14 holes indicated mineralization appears to be based upon a misinterpretation of the graphical radiometric logs. Blosil, of the San Rafael AEC camp, interprets the logs in a manner that indicates perhaps 2 of the holes, Nos. 4 and 11, have what could be termined mineralization, but not ore. The applicant's representative, Evans, admits that hole No. 14, offsetting No. 11 by 8 feet, was discouraging. These 14 holes, totaling 5,977 feet with an average depth of 427 feet, constitute all the exploratory work conducted on the property. There are no outcrops of the potential ore horizon on the property.

PROJECT PROPOSALS

The applicant proposed to explore the ore horizons of the Jurassic Morrison Salt Wash by drilling 53 stage I dry rotary and core holes an average depth of 480 feet. These first-stage holes were to be on 1,000-foot centers, and three were to be cored through the Salt Wash, or about 300 feet each. The second stage of drilling proposed by the applicant included 50 holes on 200-foot centers around stage I mineralized holes. Each of these holes were to be cored an average of 40 feet. The applicant's stage (?) II program consisted of 35 holes drilled on 75-foot centers III ? to define ore trends indicated by the preceding holes. Like stage II, each of these holes was to be cored 40 feet. The total project included 138 holes totaling 66,240 feet and was estimated to cost $122,280.50.

The examining team does not propose an exploration program for the property.

CONCLUSIONS AND RECOMMENDATIONS

The geologic habit of the district indicates the ore deposits are small, relative to the depth at which they must be developed. The results of the applicant's drilling indicates the spotty nature of the mineralization in the general area. It is concluded that in the improbable event of a discovery the deposit would be too small to be mined profitably.

It is recommended that the application be denied.

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

RECEIVED
AUG - 8 1955

224 New Customhouse
Denver 2, Colorado

August 4, 1955

Memorandum

To: W. H. King (w/brochure)
J. W. Mesler

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-[illegible] (Uranium), The Sharples Oil Corporation, Bi-Valve, et al groups of claims, Emery County, Utah

Enclosed is the subject application in the amount of $122,200.00 which has been referred to this Region for field examination.

For your information, a copy of a letter from the Chairman of the Operating Committee and memoranda from the Uranium Commodity Committee are attached.

W. M. TRAVER,

W. M. Traver

Enclosures

HMC:pw

cc: Subject
Chron
Sec.Op.Comm. (2)

8-4-55
Dm.

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

RECEIVED
AUG - 4 1955

224 New Customhouse
Denver 2, Colorado

July 29, 1955

Memorandum

To: S. R. Wilson W/Brochure
J. W. Hasler

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3083 (Uranium), Allied Uranium Mines, Inc., Sunlight group, Emery County, Utah

Enclosed is the subject application in the amount of $41,847.50.

An examination and suitable report are required.

Enclosed for your information is a copy of a letter from the Chairman of the Operating Committee with attached memoranda from the Uranium Commodity Committee.

Wm. Traver
W. M. Traver

Enclosures

HMC:sr

cc SUbject
Chairman OP. Comm. (2)
Harshman
Chron

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

RECEIVED
AUG 1 1955

224 New Customhouse
Denver 2, Colorado

July 29, 1955

Memorandum

To: S. R. Wilson W/Brochure
J. W. Hasler

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3083 (Uranium), Allied Uranium Mines, Inc., Sunlight group, Emery County, Utah

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W. M. Traver

W. M. Traver

Enclosures

HMC:sr

cc SUbject
Chairman OP. Comm. (2)
Harshman
Chron

Surname Copy
A. G. Keating
Ellis
Kilogaard
Gehan
Martin
K Johnson

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

AUG - 1 1955

Mr. Samuel Butler, Jr., President
The Sharples Oil Corporation
Suite 1001 - 1700 Broadway
Denver, Colorado

Re: Docket No. DMEA-3871 (Uranium)
Bi-Valve et al., groups of claims
Emery County, Utah

Dear Mr. Butler:

The application for assistance in exploring the subject property in Emery County, Utah, under the captioned docket number, has been reviewed by the Rare and Miscellaneous Metals Division of the Defense Minerals Exploration Administration. It has been referred for a field examination to the Executive Officer of Region III at the following address:

Mr. W. F. Graver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Bldg.
Denver 2, Colorado.

The Regional Office will communicate with you at the earliest opportunity in regard to your project.

Sincerely yours,

C. O. Mittendorf

Administrator

cc to: Mr. Thomas E. Jenks
1200 - 18th St. N. W.
Washington 6, D. C.

AGKeating:ai
7/28/55
cc to: Admr. Reading File
Docket
Code 700
Mr. Keating
DMEA Field Team, Region III (2)

R.C.S.

Surname copy
A G Keating
Ellis
Martin
Johnson

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

AUG - 1 1955

Mr. W. H. Craver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Bldg.
Denver 2, Colorado

Re: Docket No. DMEA 3871 (Uranium)
The Sharples Oil Corporation
Bi-Valve, et al., groups of claims
Emery County, Utah

Dear Mr. Craver:

The subject application is being referred to Region III Field Team for investigation, a field examination if warranted, and recommendation. A copy of the application was retained by your office.

Enclosed are copies of memoranda from Mr. J. E. Crawford, dated July 26, and Mr. T. H. Kiilsgaard, dated July 11, 1955, members of the Uranium Commodity Committee.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (JHB)

APPROVED:

/s/ Robert W. Gechen (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

AGKeating:ai
7/28/55
cc to: Admr. Reading File
Operating Committee
Docket
Messrs. J. E. Crawford, Rm 3641
T. H. Kiilsgaard, Rm. 5224
J. O. Hosted, Rm 3210, GSA
Code 700
A. G. Keating

P. S. This property adjoins the eastern edge of the Vaughey & Vaughey property, DMEA 3730, on which a recent field team report was written by R. W. Osterstock and M. H. Howes.

R.C.J.

7/26/55 gla

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

RECEIVED
JUL 26 1955

July 26, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Application for assistance, DMEA Docket 3871, The Sharples Oil Corporation, San Rafael District, Emery County, Utah

I have reviewed the attached application, The Sharples Oil Corporation, DMEA Docket 3871; and I have discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

We suggest that the application be referred to the Field Team for examination and report, and that the Field Team be requested to consult with Ernest R. Gordon, Atomic Energy Commission, Grand Junction, Colorado.

John E. Crawford
John E. Crawford

Attachment

7/12/55 gla

IN REPLY REFER TO:

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

RECEIVED
JUL 1 ? 1955

July 11, 1955

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: Thor H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, Sharples Oil Corporation, Emery County, Utah, DMEA Docket 3871.

The applicant proposes a drilling program to explore for uranium on the east flank of the San Rafael Swell, Emery County, Utah. The property to be explored comprises a school section and certain unpatented mining claims, all of which are held under lease agreement. Estimated cost of the project is $122,280.50.

The application is well prepared and gives ample information justifying the applicant's reasons for the proposed project. The presence of ore in holes already drilled on the property, plus the reported occurrence of large nearby ore bodies in the same geologic environment, suggests the property warrants further exploration.

I recommend that this application be forwarded to the field for a field examination. Field examiners should check with the AEC who have reportedly gamma ray-logged the holes already drilled. They should also check with the applicant on the location of the proposed Stage I holes. It may be that these holes could be better located to take advantage of any trends present in the ore horizon.

Thor H. Kiilsgaard

Thor H. Kiilsgaard

IN REPLY REFER TO:

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

RECEIVED
JUL 12 1955

July 11, 1955

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: Thor H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, Shenandoah Oil Corporation, Emery County, Utah, DMEA Docket 3071.

The applicant proposes a drilling program to explore for uranium on the east flank of the San Rafael Swell, Emery County, Utah. The property to be explored comprises a school section and certain unpatented mining claims, all of which are held under lease agreement. Estimated cost of the project is $128,280.50.

The application is well prepared and gives ample information justifying the applicant's reasons for the proposed project. The presence of ore in holes already drilled on the property, plus the reported occurrence of large nearby ore bodies in the same geologic environment, suggests the property warrants further exploration.

I recommend that this application be forwarded to the field for a field examination. Field examiners should check with the AEC who have reportedly gamma ray-logged the holes already drilled. They should also check with the applicant on the location of the proposed Stage I holes. It may be that these holes could be better located to take advantage of any trends present in the ore horizon.

Thor H. Kiilsgaard

THKiilsgaard:iml
G-7/11/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
J. E. Crawford, 3641
J. O. Hosted, 3210

July 19, 1955.

DMEA 3871 - Sharples Oil Corporation

Mr. Edward J. Harney representing the above company called at our office regarding the following information which we had informed him would be required.

Re: Power of attorney - Mr. Scott Key has this document and will take it to our Denver Office.

Re: Lease Vaughey and Vaughey - Whitlock lease - relative to which certain clarification is to be made. This is being attended to.

A. G. Keating
A.G.K.

THE SHARPLES OIL CORPORATION

SUITE 1001 - 1700 BROADWAY
DENVER 2, COLORADO

PLEASE ADDRESS REPLY TO
THE CORPORATION
ATTENTION OF THE WRITER

June 28, 1955

Lee, Toomey & Kent
1200--18th Street, N.W.
Washington 6, D.C.

DMEA-3871

Attention: Mr. Thomas E. Jenks

Gentlemen:

This letter will be your authority for Mr. Thomas E. Jenks and Mr. Edward J. Harney to act for this Corporation in all matters pertaining to the processing or related matters of our DMEA Loan Application, which was transmitted to the Executive Officer, Defense Minerals Exploration Administration, 224 New Custom House Building, Denver 2, Colorado, on June 15, 1955. This Application for aid in our exploration project covers lands in the San Rafael District, Emery County, Utah.

Very truly yours,

THE SHARPLES OIL CORPORATION

Scott W. Key Jr.

Scott W. Key, Jr.
Land Superintendent

SWKjr:rw

RECEIVED
JUN 30 AM 9:03
& KENT

June 27, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region III

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 III.

DMEA-3871 The Sharples Oil Corp.

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

June 27, 1955
Subject: DMEA-3871
Re: Exploration Assistance

The Sharples Oil Corp.
Suite 1001
1700 Broadway
Denver, Colo.

Gentlemen:

The receipt of your application dated June 15, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3871 and referred to the Rare & Miscellaneous Metals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

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

224 New Customhouse
Denver 2, Colorado

RECEIVED
JUN 24 1955

June 21, 1955

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for DMEA assistance (Uranium), Sharples Oil Corporation, Green River Mining District, Emery County, Utah

Enclosed are the original and two copies of the subject application for Government assistance in the exploration of Sharples Oil Corporation's property for uranium. The estimated cost of the proposed program is $122,280.50.

As the company's operating lease has various interim requirements before becoming a workable mining lease, we recommend that this instrument be thoroughly reviewed by the Washington office legal staff. Required copies of Power of Attorney agreements are not included with the application and the chain of ownership of State Lease for Sec. 2, T-22-S, R-14-E to Sharples Oil Corporation needs clarification.

W. M. Traver

Enclosures

W. M. Traver

DMEA
Date Rec'd
JUN 17 1955
BUREAU OF MINES
Denver, Colorado

THE SHARPLES OIL CORPORATION

SUITE 1001 - 1700 BROADWAY
DENVER 2, COLORADO

Phone Denver AC2-0727

PLEASE ADDRESS REPLY TO
THE CORPORATION
ATTENTION OF THE WRITER

June 15, 1955

RECEIVED
JUN 24 1955

Executive Officer
Defense Minerals Exploration Administration
224 New Custom House Building
Denver 2, Colorado

Dear Sir:

Application pursuant to the provisions of DMEA Order 1 is hereby submitted for an exploration project in the San Rafael District, Emery County, Utah, twelve miles southwest of the town of Green River, Utah.

The geologic probability of making a significant discovery of uranium ore is indicated by:

1. Surface outcrops of uranium ore in the Salt Wash member of the Morrison formation on three sides of this property.

2. Known large ore bodies (Four Corners and Uranium Prospectors Company, Ltd.) possessing the same geologic environment in the near vicinity.

3. Fourteen core holes drilled on this property, seven of which have shown U_3O_8 mineralization ranging from poor to three feet of .4% U_3O_8 (with seven feet mineralized).

The project is readily accessible and is located within seventeen miles over good roads from the buying station about to be constructed in Green River.

The Sharples Oil Corporation will provide or contract the necessary manpower, equipment and supervisory personnel to conduct the exploration, including drilling and road building equipment. Adequate quantities of water and necessary supplies are available to carry out the project.

Total cost of the project is $122,280.50, of which it is understood The Sharples Oil Corporation is to participate in the sum of $30,570.13. Full cooperation will be rendered as to monthly reports of progress, geologic data obtained, and results accomplished.

Very truly yours,

THE SHARPLES OIL CORPORATION

Samuel Butler

Samuel Butler, Jr., President

rw

MF-103
(Revised April 1952)

DMEA
Date Rec'd.
JUN 17 1955
BUREAU OF MINES
Denver, Colorado

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

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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. 3877
Metal or Mineral Uranium
Date Received 6/24/55
Estimated Cost $122,280.50
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: THE SHARPLES OIL CORPORATION, Suite 1001 - 1700 Broadway, Denver, Colorado

(*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. Corporation, Delaware.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers. See Attachment #1.

(*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 Mineral Location: Bivalve #1, 2, 5, 6, 9, 12; Deseret #1, 2, 3; Geode #1, 2, 3, 4, 5; Sahara #1 to 24, Incl.; Brink #1, 2, 3, 4, Frangipani #1 to 9, Incl.; Gunny Sack #1, 2, 3; Utah State Mineral Lease #8255; situated in the Green River Mining District in Sections 1, 2, 3, 10, 11, 14, 15, 35, T's 21 & 22 S, R 14 East, SLM, Emery County, Utah.

(*b*) State any mine name by which the property is known. None, at present.

(*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. See Attachments #2-A, #2-B, #2-C.

(*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 Attachment #3.

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

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. See Attachment #4.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you. See Attachment #4.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. See Attachment #4.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power. See Attachment #4.

RECEIVED
JUN 24 1955

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore See Attachment #4.

(*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 Attachment #4.

(*c*) The work will start within ..... days and be completed within ..... months from the date of an exploration project contract. See Attachment #4.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations. See Attachment #4.

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: $122,280.50

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.). See Attachment #4.

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants. See Attachment #4.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel. See Attachment #4.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be. See Attachment #4.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project. See Attachment #4.

(*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. See Attachment #4.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes. See Attachment #4.

(*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. See Attachment #4.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7; DMEA No. 1)? See Attachment #4.

(*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 June 15, 1955

THE SHARPLES OIL CORPORATION
(Applicant)

By Samuel Butler
Samuel Butler, Jr., President

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

Attachment #1
The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

LIST OF OFFICERS OF

THE SHARPLES OIL CORPORATION, A DELAWARE CORPORATION

P. T. Sharples	Board Chairman	2300 Westmoreland St., Philadelphia, Pa.
Samuel Butler, Jr.	President	1700 Broadway, Denver, Colorado
Walter E. Cox	Secretary & Treas.	2300 Westmoreland St., Philadelphia, Pa.
W. A. Wiegand	Asst. Secy.-Treas.	1700 Broadway, Denver, Colorado

Attachment #3
The Sharples Oil Corporation
1[illegible] Broadway
Denver, Colorado

MINING CLAIM - NOTICE OF LOCATION

NAME OF CLAIM	LOCATION DATE	RECORDED BOOK	RECORDED PAGE	NAME(S) OF LOCATORS
B1-VALVE #1	10-30-54	J60	111	JERRY W. HILL AND GEORGE C. WHITLOCK
B1-VALVE #2	11-18-54	J64	229	JERRY W. HILL
B1-VALVE #5	10-30-54	J60	112	JERRY W. HILL AND GEORGE C. WHITLOCK
B1-VALVE #6	11-18-54	J64	230	JERRY W. HILL
B1-VALVE #9	11-12-54	J61	302	JERRY W. HILL AND ACE RAYMOND
B1-VALVE #12	10-30-54	J60	113	JERRY W. HILL AND GEORGE C. WHITLOCK
DESERET #1	9-6-54	J44	150	RAY M. WILLIAMS, GORDON L. BECKSTRAND, AND JERRY W. HILL
DESERET #2	9-6-54	J44	151	RAY M. WILLIAMS, GORDON L. BECKSTRAND, AND JERRY W. HILL
DESERET #3	9-6-54	J44	152	RAY M. WILLIAMS, GORDON L. BECKSTRAND, AND JERRY W. HILL
GEODE #1	8-28-54	J42	166	GEORGE E. BARTSCHI AND LAVON G. HANSEN
GEODE #2	8-28-54	J42	167	GEORGE E. BARTSCHI AND LAVON G. HANSEN
GEODE #3	8-28-54	J42	168	GEORGE E. BARTSCHI AND LAVON G. HANSEN
GEODE #4	8-28-54	J42	169	GEORGE E. BARTSCHI AND LAVON G. HANSEN
GEODE #5	8-28-54	J42	170	GEORGE E. BARTSCHI AND LAVON G. HANSEN
SAHARA #1	10-22-54	J60	116	JOEL L. FRYKMAN, HOWARD R. FOULGER, AND JERRY W. HILL
SAHARA #2	10-22-54	J60	117	JOEL L. FRYKMAN, HOWARD R. FOULGER, JERRY W. HILL, AND GEORGE C. WHITLOCK
SAHARA #3	10-22-54	J60	118	JOEL L. FRYKMAN, HOWARD R. FOULGER, GEORGE C. WHITLOCK, AND JERRY W. HILL
SAHARA #4	10-22-54	J60	119	JOEL L. FRYKMAN, HOWARD R. FOULGER, GEORGE C. WHITLOCK, AND JERRY W. HILL
SAHARA #5	10-22-54	J60	120	JOEL L. FRYKMAN, HOWARD R. FOULGER, GEORGE C. WHITLOCK, AND JERRY W. HILL
SAHARA #6	10-22-54	J60	121	JERRY W. HILL, JOEL L. FRYKMAN, HOWARD R. FOULGER, AND GEROGE C. WHITLOCK
SAHARA #7	10-22-54	J60	122	JOEL L. FRYKMAN, HOWARD R. FOULGER, AND JERRY W. HILL
SAHARA #8	10-22-54	J60	123	JOEL L. FRYKMAN, HOWARD R. FOULGER, AND JERRY W. HILL
SAHARA #9	10-22-54	J60	124	JOEL L. FRYKMAN, HOWARD R. FOULGER, AND JERRY W. HILL
SAHARA #10	10-22-54	J60	125	JOEL L. FRYKMAN, HOWARD R. FOULGER, AND JERRY W. HILL
SAHARA #17	10-23-54	J59	247	JERRY W. HILL, GEORGE C. WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #18	10-23-54	J59	248	JERRY W. HILL, GEORGE C. WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #19	10-23-54	J59	249	JERRY W. HILL, GEORGE C. WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #20	10-23-54	J59	250	JERRY W. HILL, DOUGLAS WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #21	10-23-54	J59	251	JERRY W. HILL, GEORGE C. WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #22	10-23-54	J59	252	JERRY W. HILL, GEORGE C. WHITLOCK, AND JOEL L. FRYKMAN
SAHARA #23	11-12-54	J61	303	JERRY W. HILL AND ACE RAYMOND
SAHARA #24	11-12-54	J61	304	JERRY W. HILL AND ACE RAYMOND
SAHARA #11	8-15-54	J35	181	JOEL L. FRYKMAN AND HOWARD R. FOULGER

NAME OF CLAIM	LOCATION DATE	RECORDED BOOK	RECORDED PAGE	NAME(S) OF LOCATORS
SAHARA #12	8-15-54	J35	182	JOEL L. FRYKMAN AND HOWARD R. FOULGER
SAHARA #13	8-15-54	J35	183	JOEL L. FRYKMAN AND HOWARD R. FOULGER
SAHARA #14	8-15-54	J35	184	JOEL L. FRYKMAN AND HOWARD R. FOULGER
SAHARA #15	8-15-54	J35	185	JOEL L. FRYKMAN, SAMMIE FRYKMAN, AND HOWARD R. FOULGER
SAHARA #16	8-15-54	J35	186	JOEL L. FRYKMAN, GARY FRYKMAN, AND HOWARD R. FOULGER
BRINK #1	8-15-54	J38	115	OTTO BRINKERHOFF
BRINK #2	8-15-54	J38	116	OTTO BRINKERHOFF, COLLEEN B. TANNER
BRINK #3	8-15-54	J38	117	OTTO BRINKERHOFF, COLLEEN B. TANNER
BRINK #4	8-15-54	J38	118	OTTO BRINKERHOFF, COLLEEN B. TANNER
GUNNY SACK #1	8-15-54	J44	3	DALE AND BOYD WHITLOCK
GUNNY SACK #2	8-15-54	J44	4	DALE C. WHITLOCK & BOYD WHITLOCK
GUNNY SACK #3	8-15-54	J44	5	DALE AND BOYD WHITLOCK, AND BESSIE WHITLOCK
FRANGIPANI #1	8-15-54	J44	6	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #2	8-15-54	J44	9	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #3	8-15-54	J44	7	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #4	8-15-54	J44	8	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #5	8-15-54	J44	11	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #6	8-20-54	J44	10	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #7	8-15-54	J44	12	GEORGE C. WHITLOCK AND GLADYS B. WHITLOCK
FRANGIPANI #8	8-15-54	J44	1	DALE C. WHITLOCK AND BOYD WHITLOCK
FRANGIPANI #9	8-15-54	J44	2	DALE C. WHITLOCK AND BOYD WHITLOCK

Attachment #4
The Sharples Oil Corporation
17[illegible] Broadway
Denver, Colorado

DATA SHEET RE: FORM MF-103

Re: Para 4 (a)

No mine workings are located on the property. The Sharples Oil Corporation drilled fourteen (14) wide-spaced drill holes on the property during April and May, 1955. Sample logs and A.E.C. scintillation logs of these holes are enclosed. Location of these holes are shown on the enclosed map of the Sharples properties. Mineralization was found in Holes 2, 4, 5, 6, 7, 11, 11-a, and 12 (colored red on enclosed map).

Re: Para 4 (b)

No past or current ore production.

Re: Para 4 (c)

The enclosed Engineering and Geological report is submitted as a part of this application.

Re: Para 4 (d)

Utah State Highway 24, a good gravelled and well maintained road, passes within one-half mile of this property and good access roads are present to most parts of the property. Road building will be necessary to some drill sights.

Green River, Utah, is the nearest shipping point. Green River is seventeen miles distant from this property (one mile access road, twelve miles gravelled state highway, four miles paved highway).

Green River, Utah, seventeen miles, is the nearest supply and residence point.

Re: Para 4 (e)

Manpower, materials, supplies, and equipment are available to Sharples to conduct exploratory and mining operations. Water is available at the San Rafael River, about one mile from the property. Power would be furnished by gasoline or diesel engine.

Re: Para 5 (a)

Uranium and Vanadium.

Re: Para 5 (b)

See enclosed property map and Engineering and Geological report. An estimated 61,940 feet of drilling is to be accomplished at depths of from 350 feet to 550 feet plus an estimated 4,300 feet of coring, or a total of approximately 138 holes. Also, construction of roads to service some drill sights is to be accomplished.

The specific drilling program is as follows:

FIRST PHASE:

Completion of wide-spaced drilling program on approximately 1,000 foot centers on School Section 2, Township 22 South, Range 14 East, and Sahara, Gunny Sack, Geode, and Bivalve Claims. Fifty non-core holes, average footage drilled 480 feet. These holes marked "1" on enclosed lease map.
Total footage . . . . . 24,000'

Three holes, marked "1-A" on enclosed lease map, to be cored through the Salt Wash member of the Morrison formation, approximately 300 feet. Total footage non-core drilling . . . . . 540'
Total footage cored . . . . . 900'

In lieu of coring all holes it is planned to log each hole with scintillation probe equipped with recording attachment, in order to facilitate correlation of stratigraphic sections, as well as determining the presence of mineralization.

The three cored holes will be used as an aid in determining the depth to the base of the Salt Wash member as well as providing control for the correlation of the scintillation logs.

SECOND PHASE:

Additional drilling on approximately 200 foot centers around first phase holes showing mineralization, to further knowledge of ore trends. Location of second phase holes must necessarily depend upon results of first phase drilling. However, since seven (7) of the first thirteen (13) holes thus far drilled, have shown mineralization it is estimated that the second phase drilling program will equal the first phase in footage. Each hole will be cored through the mineralized portion of the Salt Wash (approximately 40 feet per hole).
50 holes non-core drilling 440 feet each . . . . . 22,000'
50 holes 40 feet core each . . . . . 2,000'

Each second phase hole will be probed with a scintillation probe with recording attachment.

THIRD PHASE:

It is estimated that thirty-five (35) holes drilled on approximately 75 foot centers will be necessary to define the ore trends indicated by the first and second phase drilling. These holes will be cored through the mineralized portion of the Salt Wash.

35 holes non-core drilling, 440 feet each . . . . . 15,400'
35 holes, 40 feet core each . . . . . 1,400'

Each third phase hole will be probed with a scintillation probe with recording attachment.

ACCESS ROADS:

It is estimated that fifty (50) hours of access road building with a D-8 Bulldozer will be necessary to provide ingress and egress for the drill crew.

Re: Para 5 (c)

The work will start within sixty (60) days and be completed within six (6) months from the date of an exploration project contract.

Re: Para 5 (d)

The Sharples Oil Corporation, a Delaware Corporation, is engaged in the exploration and exploitation of crude petroleum and natural gas. This Corporation was organized December 31, 1946 and as of October, 1953, is controlled by The Sharples Foundation, a charitable institution of Philadelphia, Pennsylvania. Prior to December 31, 1946 activities were under the Petroleum Division of The Sharples Corporation of Philadelphia, Pennsylvania.

The Sharples Oil Corporation has producing oil and gas properties located in the states of Wyoming, Colorado, and Texas, containing substantial reserves that are currently being produced within the allowables authorized by various regulatory bodies.

Banking - Credit References:
First National Bank of Chicago
First National Bank of Denver
Dun and Bradstreet rates Sharples AA-A1

Mr. P. T. Sharples of Philadelphia, Pennsylvania, is Chairman of the Board of The Sharples Oil Corporation, The Sharples Corporation and Director of Pennsylvania Salt and Manufacturing Company, Philadelphia Electric Company, Lehigh Valley Railroad and others.

Mr. Samuel Butler, Jr., President of The Sharples Oil Corporation, is a graduate Engineer of the University of Texas, was executive Vice-President of The Sharples Oil Corporation from 1947 to 1953 and has been President of the Corporation since 1953.

Mr. David M. Evans, Chief Geologist of The Sharples Oil Corporation, is a graduate of the Colorado School of Mines (Geological Engineer, 1936). Since 1945 Mr. Evans has been with The Sharples Oil Corporation in Denver, Colorado, and is quite familiar with the sedimentary geology of the Four Corners Area.

Mr. Douglas V. Watrous, who will supervise the project, as a Consultant, is a graduate Mining Engineer (Colorado School of Mines, 1940), has been engaged in mining and exploration in Colorado and Utah for the past fifteen (15) years.

Re: Para 6 (a)

DRILLING:

Enclosed are photo copies of bids, labeled as Attachment #4-A, by Ray Drilling Company, Inc., Minerals Engineering Company, and B. H. Mott & Sons, Inc. for the proposed drilling program. It is planned to use Ray Drilling Company for this work, since they were low bidder.

Thus, from Ray Drilling Company's bid:

FIRST PHASE DRILLING:

24,540 feet non-core drilling @ $1.45 per foot	$ 35,583.00
900 feet of coring @ $3.75 per foot average	3,375.00

SECOND PHASE DRILLING:

22,000 feet non-core drilling @ $1.40 per foot average . . .	30,800.00
2,000 feet of coring @ $4.50 per foot average	9,000.00

THIRD PHASE DRILLING:

15,400 feet non-core drilling @ $1.40 per foot average . . .	21,500.00
1,400 feet of coring @ $4.50 per foot average	6,300.00
Standby time for drill rig, cleaning holes for probing 225 hours @ $12.50 per hour	2,812.50
Contract Scintillation Probing - 138 holes @ $45.00 each . .	6,210.00
50 hours with D-8 Bulldozer @ $14.00 per hour to provide access roads for drill rigs	700.00

Re: Para 6 (b)

Services and expenses of engineer to supervise project in the field. Three months at $1,000.00 per month	3,000.00
General supervision and consulting	2,000.00

Re: Para 6 (c)

Furnished by Drilling Contractor.

Re: Para 6 (d)

Sharples will furnish vehicles at no cost to project.

Re: Para 6 (e)

Furnished by Drilling Contractor.

Re: Para 6 (f)

None.

Re: Para 6 (g)

Assaying, Chemical - 120 analyses @ $5.00	$ 600.00
Core Boxes for 4,300 feet of core	400.00

Re: Para 6 (h)

None.

TOTAL $122,280.50

Re: Para 7 (a)

Yes.

Re: Para 7 (b)

Money

RAY DRILLING COMPANY INC.

RECEIVED
MAY 23 1955

209 State Exchange Building
Phone 5-9345
Salt Lake City 1, Utah

May 22, 1955

Sharples Oil Company,
1700 Broadway,
Denver 2, Colorado

Re: Drilling Program - Green River, Utah

Gentlemen:

We are pleased to submit a proposal covering the drilling and/or coring of your claims at Green River, Utah. The following unit prices shall apply for drilling and/or coring a minimum of 10,000 lineal feet of 4-1/4" minimum diamter hole:

Depth Range Feet	Drill/Foot	Core/Foot
0 to 100 feet	$1.00	$1.75
100 to 200 feet	$1.20	$2.25
200 to 300 feet	$1.45	$3.00
300 to 400 feet	$1.70	$3.75
400 to 500 feet	$1.95	$4.50

We reserve the right to drill with air or water whichever method proves most efficient. We shall guarrantee the hole for 12 hours and there will be no charge for holes not drilled to completion depth. Standby time will be at the rate of $12.50 per drill hour after three hours.

We understand that you will furnish us with the right of ingress and egress and that we shall carry sufficient insurance on our crews and equipment to comply with the laws of the State of Utah. We shall operate a minimum of two drills on the contract and should complete ten thousand feet within thirty days.

Please advise if we can furnish any further information.

Very truly yours,

RAY DRILLING COMPANY, INC.

A. Wiegand

Andrew Wiegand
President

In Triplicate

Attachment #4-A
The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

FX-1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

KC166

K GJA069 PD=GRAND JUNCTION COLO 25 1008AMM= 1955 MAY 26 AM 10 50

:DAVID EVANS, V SHARPLESS OIL CORP=

:1001 MILE HIGH BLDG DVR=

BID FOR ESTIMATING PURPOSES YOUR DRILLING PROGRAM GREENRIVER UTAH PLUGGING TO 500 FEET 2.75 PER FOOT CORING TO 500 FEET 3.50 PER FOOT PRICES BASED ON MINIMUM OF 50,000 FEET =

[illegible] R MOTT B [illegible] MOTT & SONS INC=

MINERALS ENGINEERING COMPANY
P. O. BOX 1951
GRAND JUNCTION, COLORADO

THE SHARPLES OIL CORP.
RECEIVED
MAY 23 1955

May 21, 1955

Sharples Oil Corporation
1001 Mile High Center
Denver 2, Colorado

Attention Mr. David M. Evans

Gentlemen:

Pursuant to our telephone conversation of May 20, 1955, please accept the following quotations as our bid for $60,000 diamond drilling on your property in Section 2, T22S, R14E in Emery County, Utah:

Depth	Price per Foot Air Plug	Wet Plug	BX Core
0-200 feet	$ 1.35	$ 2.25	$ 2.95
200-400 feet	1.65	2.85	3.95
400-500 feet	1.95	3.90	5.35

We also have a charge for stand-by time at $12 per hour which is any delay time caused or requested by you.

It is our understanding you will provide all access and drill roads suitable for 2-wheel drive vehicles.

Reaming and casing of the cored zone, if this should prove necessary, will be at $2.00 per foot.

We will sustain any and all costs of actual drilling and maintain a competent crew skilled in taking cores in the Colorado Plateau on the operation.

It is our understanding this drilling would not start for approximately three months, and we would want two weeks' notice if contract is awarded us.

Yours truly,

MINERALS ENGINEERING COMPANY

Edson Foster

Edson Foster
Assistant Drill Superintendent

EF/k

URANIUM GEOLOGY OF THE SHARPLES LEASED PROPERTIES, SAN RAFAEL DISTRICT, EMERY CO., UTAH.

INTRODUCTION

The Sharples leased properties consist of the following:

School Section 2-22S-14E

Bivalve Claims 1, 2, 5, 6, 9, in Sec. 35-T21S-R14E

Bivalve Claims 9, 12, in Sec. 1, T22S, R14E

Frangipani Claims 1-9, Sec 1, T22S-R14E

Deseret Claims 1-3, Sec 1, T22S-R14E

Brink Claims 1-4, Sec 1, T22S-R14E

Geode Claims 1-5, secs. 1 & 11, T22S-R14E

Gunny Sack Claims 1-3, Secs 3, 10, & 11, T22S-R14E

Sahara Claims 1-24, Secs., 10 & 11, T22S-R14E

As indicated in Fig. 1, these properties are located 17 miles southwest of the town of Green River, Utah, in the San Rafael District, State highway 24, a good gravelled road passes within 1½ miles of the property, and fair access roads lead to nearly all parts of the property.

Small deposits of uranium and radium have been mined sporadically in this district since 1916. However, the ore bodies were small, and little, if any profit was made in mining them. Within the last year Four Corners Uranium Co., and Uranium Prospectors Co. Ltd., have done exploratory drilling of the Salt Wash one half to one mile east of its outcrop, and they have discovered large commercial deposits of uranium at depths ranging from 70 feet to 500 feet. Four Corners is currently in production, and Uranium Prospectors are sinking a 300 foot shaft, and is expected to be in production soon.

As can be seen in Fig. 1, the Salt Wash rim is mineralized to the West, South, and Southeast of the Sharples properties. Several small mining operations are being conducted on these deposits at the present time.

It was this presence of mineralization in the outcrop, and the discovery of large ore bodies by Four Corners and Uranium Prospectors, that encouraged Sharples to undertake exploration of these properties.

Geologic Investigations in the San Rafael District include the following:

1. Mineral Investigations Field Studies Map MF16, compiled by W. I. Finch, shows the mineralized Salt Wash outcrops in this area.
2. Oil and Gas Investigations Preliminary Map 55, by A. A. Baker, shows the Areal Geology of this area.
3. RME3102. "Some Stratigraphic Sedimentary and Structural Relations of Uranium Deposits in the Salt Wash Sandstone" by Wm. Lee Stokes.
4. Geologic Structure Map of parts of Emery, Wayne, and Garfield Counties, Utah by A. A. Baker and others. U. S. G. S.

GEOGRAPHY

The Sharples properties are located on the east flank of the San Rafael Swell that rises steeply to the west of the San Rafael River, two miles west of the property. A relatively flat plain in the lower shale of the Brushy Basin member of the Morrison forms the surface over the southwestern part of the property. Small valleys run northeast into low strike ridges capped by sandstones of the upper Brushy Basin over most of the property. The Mancos Shale plain laps over the Brushy Basin on the eastern part of the property.

Surface elevation on the Sharples properties ranges from 4400 feet to 4550 feet. The area is drained by intermittant streams that run southwest one mile into the San Rafael River, the nearest source of water. Vegetation is sparce, and bedrock well exposed.

Meagre livestock raising is the only industry in addition to mining.

The climate is hot in summer, cold in winter, and semi-arid, affording year around operations in normal years.

GEOLOGY

Three miles west of the property the San Rafael Swell rises sharply, exposing Permian through Jurassic rocks, dipping east at 20 to 45 degree dips. Two miles west of the Sharples property where the Salt Wash outcrops along the San Rafael River, the dip flattens to 7 or 8 degrees, and continues to flatten eastward to about 2 degrees across the property. (See Fig. 2)

There is some northwest southeast trending faulting in the area, however, none has been observed in the area of these leases.

STRATIGRAPHY

The Summerville formation of jurassic age underlies the Morrison formation, and outcrops along the San Rafael River two miles west of the property. It is a thin regularly bedded red sandy mudstone with thin beds of sandstone.

Unconformably overlying the Summerville formation is the Salt Wash member of the Morrison Formation. It consists of interbedded gray, medium grained sandstone and red, gray and purple mudstone. It forms a rough ledgy slope where it outcrops two miles west of the Sharples property. A fluvial deposit, its sandstone exhibit typical buried stream characteristics. Cross bedding is common among the sands which locally contain fossil trees, bones, carbonaceous "trash" and uranium ore. This member is about 300 feet thick.

The Brushy Basin shale member of the Morrison formation (Jurassic) overlies the Salt Wash. It consists of varicolored bentonitic mudstone, with lenses of sandstone, conglomerate, and limestone. This member outcrops over the western portion of the Sharples leases. Silicified wood, and dinosaur bones are locally present. The Brushy Basin is about 200 feet thick in this area.

The Dakota Sand of Cretaceous age, buff to light brown in color, is found above the Morrison, and is five to ten feet thick in this area.

The basal portion of the Mancos Shale of Cretaceous age, is the youngest formation exposed in this area. It is a steel gray marine shale with occasional thin sandstone stringers. The Mancos shale is present over the eastern part of the Sharples leases.

URANIUM DEPOSITION IN THE SALT WASH MEMBER

In RME 3102, concerning Uranium ore deposition in the Salt Wash in the San Rafael District, Stokes says,

"In the San Rafael River Area, the ore bearing Salt Wash sandstones, dips eastward and outcrops in the form of a cuesta ridge, the dip-slope side of which is two to four miles wide where the San Rafael River cuts the east flank of the San Rafael Swell.

The ore deposits are similar to those of other saltwash districts, and is of relatively high uranium content, and the number of trees replaced with uranium minerals is relatively great. Also, notable are the number of dinosaur bones, some of which are mineralized.

The Salt Wash of the San Rafael area shows a high proportion of conglomerate, especially in the higher portion. This phase is abundantly cross-bedded and also contains fossil trees, bones and uranium ore. The lower portions are composed of finer sediments, but the segregation of the sand into definite channels is well marked. Some channels can be traced as discrete bodies for as much as

a mile. There is little tendency for the Salt Wash to form "Rims" or continuous cliffs except, perhaps, in the very basal part.

Detailed mapping of sedimentary features along about eight miles of exposure shows that the general trend of the rivers which deposited the Salt Wash was about 20 to 30 degrees east of north. A second well marked trend occurs chiefly in the vicinity of the best mineralization trends of about 45 degrees east of south. There were no apparent differences in the type of material present in the two trends. There appears a distinct tendency for the channel segments to curve toward the right (looking down stream). This makes it appear they may have been turning away from the area of the Swell."

"Ore sands in the Salt Wash have properties that are average or nearly so. These sands are not found in flood plains or in the central portions of channels, but rather along or near the banks and associated with organic material deposited in the same environment."

EXPLORATORY DRILLING

Before Sharples did any drilling in this area, Vaughey and Vaughey drilled several exploratory holes in section 3-22S-14E, immediately west of the Sharples Property. Mineralization was found in three holes drilled on this property. It is also understood that the A.E.C. encountered mineralization in a hole drilled immediately south of the Sharples Property.

During April and May, 1955, Sharples drilled fourteen exploratory holes on this property. Thirteen holes were spaced at approximately 1000' intervals, and one hole was drilled eight feet south of hole 11, in an attempt to get a good core and scintillation log of the hole showing the best mineralization. The location of these holes is shown on the enclosed lease map. Eight of the fourteen holes drilled showed mineralization in some degree. These holes are

colored red on the map. Six of the holes were barren. These holes are colored blue on the map.

Copies of the sample logs and Scintillation logs of all wells are included with this report. All holes were immediately probed with a Babel Counter after being drilled, and then logged with Scintillation counter by the A.E.C.

Below is a tabulation of the mineralization found in these holes:

Hole 2. Scintillation counter shows mineralization from 420 to 440, in shale.

Hole 4. Babel Probe showed mineralization from 198-200, 223-24, and 232-236. Washed hole out several times, but were unable to get scintillation probe in hole.

Hole 5. Mineralization indicated from 251--55, and 340--360, in sand.

Hole 6. Mineralization indicated from 85--93, in shale, and from 315--25 in sand.

Hole 7. Slight mineralization, 100-10 in sand, 330--40 in sand, and 353-55 in sand.

Hole 11. Mineralization present in this hole from 393.5 to 400 feet. Averaged .4% on Babel Probe, with a high of 1% at 395.95. The Scintillation Probe was unable to get below 396. However, the scintillation log indicates mineralization from 392--total depth reached. Mineralization in sand.

Hole 11-A This hole drilled eight feet south of hole 11. Mineralization 393--400. 21% U_3O_8. Mineralization in shale.

0.21 % ?

Berk

Hole 12. Mineralization in sandy shale 305--10, and slight mineralization 392--95 in sand.

CONCLUSIONS AND RECOMMENDATIONS

The mineralization found in the first fourteen holes drilled on the Sharples property is most encouraging. Continuation of the wide spaced drilling program appears warranted. It is recommended that mineralization found in this first phase drilling be further defined by a second phase drilling program on approximately 200 foot centers around all holes showing mineralization and that this followed up with third phase drilling on 75 foot centers to delineate any Ore bodies that may be present.

Respectfully submitted,

David M. Evans, Geol. Engr.

Sharples Hole #1
350' fr N & E of Sec.
Section 2, T 22S, R 14E
Emery County, Utah
Total Depth - 525'
Mineralization - None
Probed by AEC 5/2/55

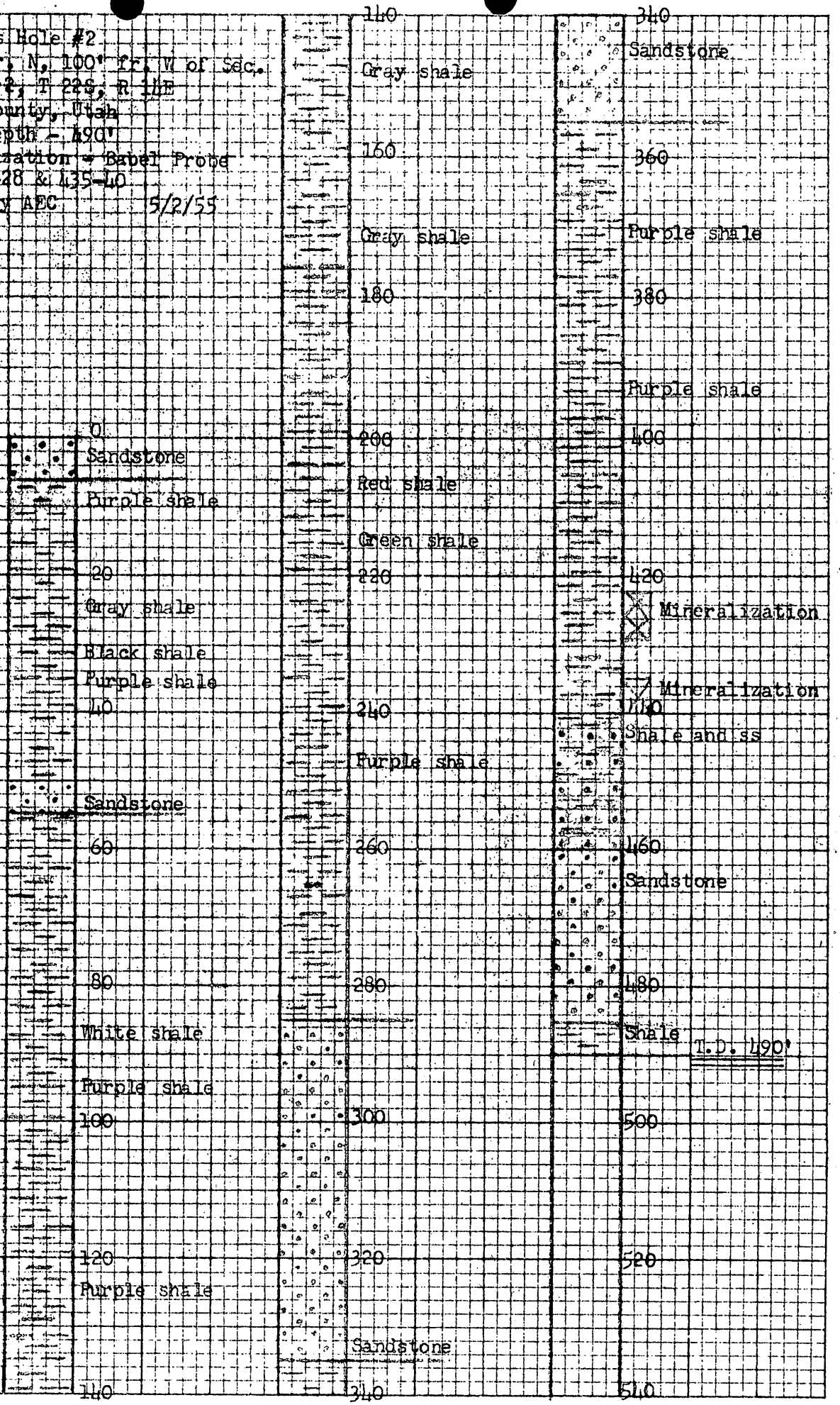
0
Green shale
20
Pink shale
40
60
Purple shale
80
100
120
140

140
Red shale
160
180
Purple shale
200
White sandstone
220
Red shale
240
260
Purple shale
280
300
320
White sandstone
Purple shale
340

340
Purple shale
360
380
400
White sandstone
420
White sandstone
440
White sandstone
Shale
White sandstone
Shale and white sandstone
460
Purple shale
480
500
Sandstone
520
T.D. - 525'
540

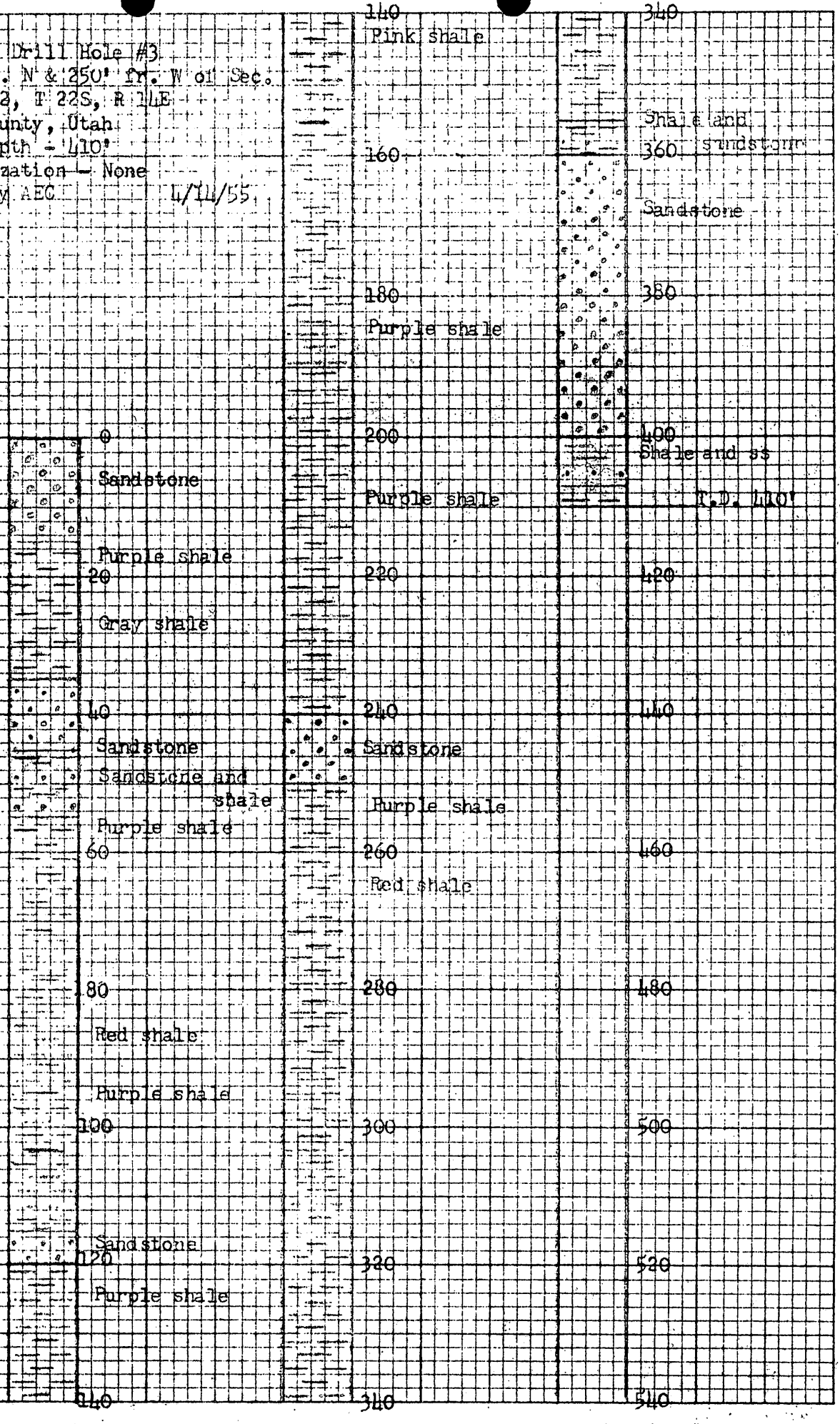
EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340. -10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Hole #2
1350' fr. N, 100' fr. W of Sec.
Section 2, T 22S, R 14E
Emery County, Utah
Total Depth - 490'
Mineralization - Babel Probe
422-28 & 435-40
Probed by AEC 5/2/55



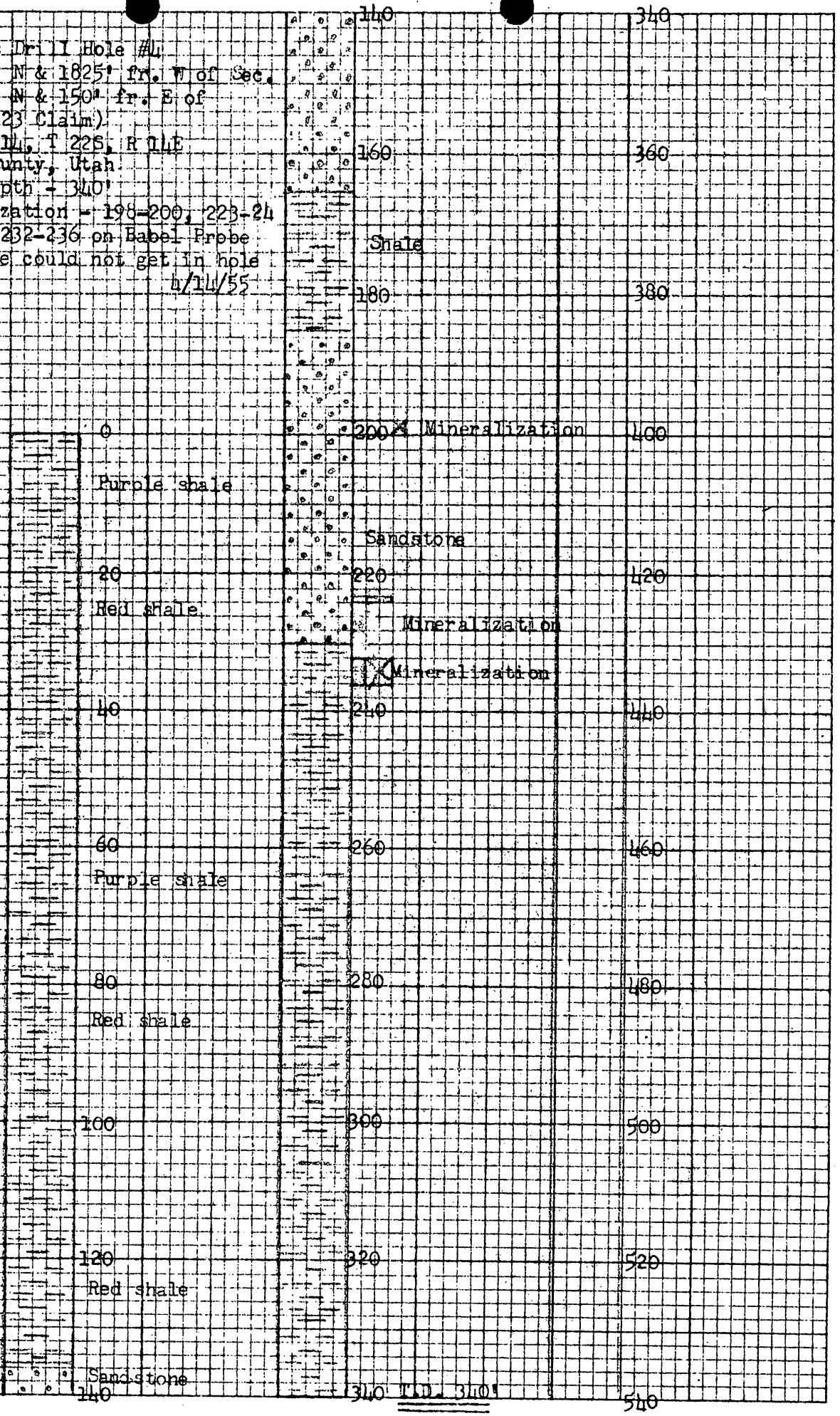
EUGENE DIETZGEN CO. MADE IN U.S.A.
NO. 340 10 DIETZGEN GRAPH PAPER 10 X 10 PER INCH

Sharples Drill Hole #3
2050' fr. N & 250' fr. W of Sec.
Section 2, T 22S, R 14E
Emery County, Utah
Total Depth - 410'
Mineralization - None
Probed by AEC 4/14/55



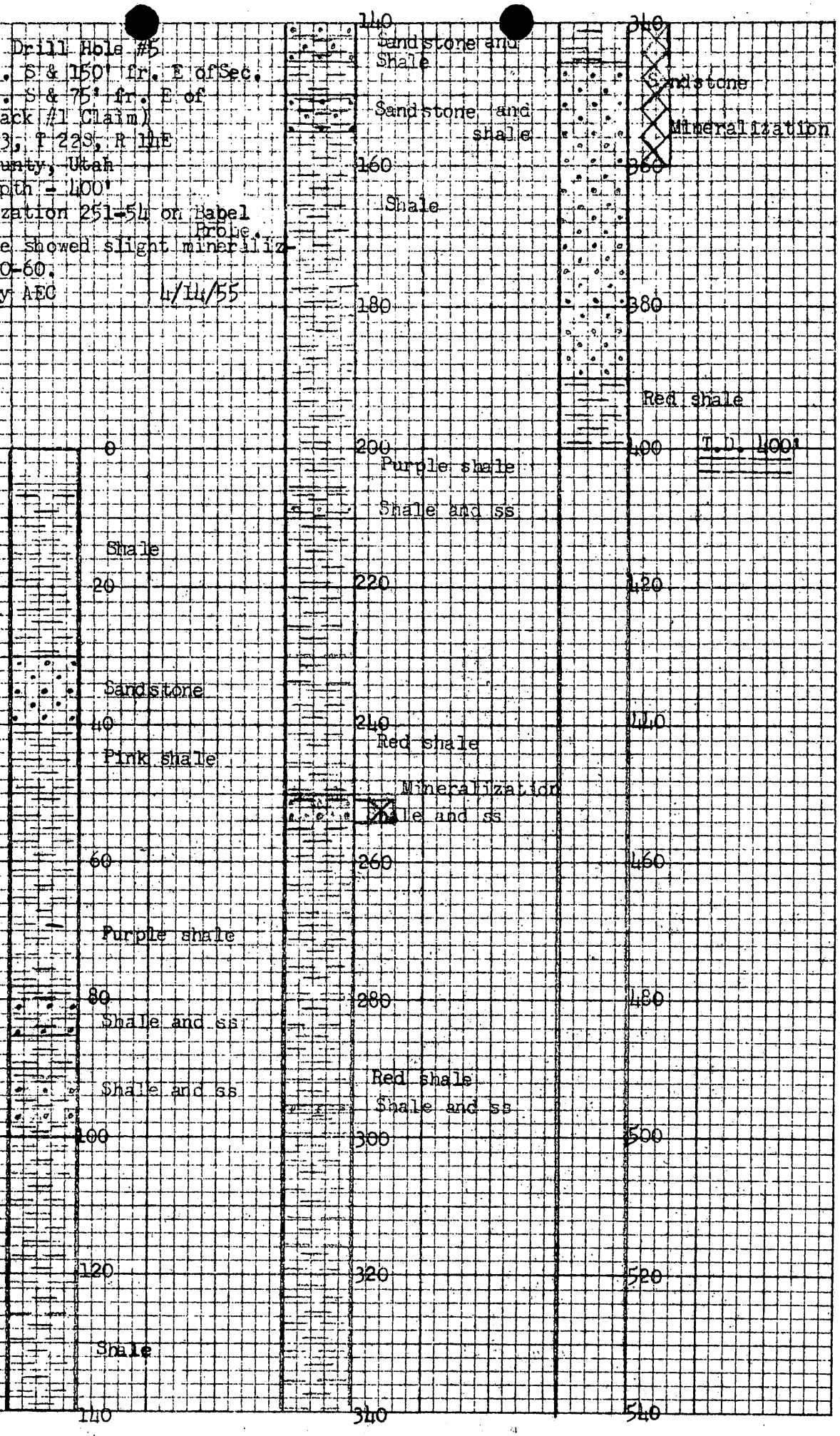
EUGENE DIETZGEN CO. MADE IN U. S. A.
NO. 340 10 DIETZGEN GRAPH PAPER 10 X 10 PER INCH

Sharples Drill Hole #4
600' fr. N & 1825' fr. W of Sec.
(50' fr. N & 150' fr. E of
Sahara 23 Claim)
Section 14, T 22S, R 14E
Emery County, Utah
Total Depth - 340'
Mineralization - 198-200, 223-24
and 232-236 on Babel Probe
AEC Probe could not get in hole
4/14/55



EUGENE DIETZGEN CO. MADE IN U.S.A.
NO. 340 -10 DIETZGEN GRAPH PAPER 10 X 10 PER INCH

Sharples Drill Hole #5
1850' fr. S & 150' fr. E of Sec.
(325' fr. S & 75' fr. E of
Gunny Sack #1 Claim)
Section 3, T 22S, R 14E
Emery County, Utah
Total Depth - 400'
Mineralization 251-54 on Babel Probe.
AEC Probe showed slight mineralization 340-60.
Logged by AEC 4/14/55



EUGENE DIETZGEN CO. MADE IN U. S. A.
NO. 340 -10 DIETZGEN GRAPH PAPER 10 X 10 PER INCH

Sharples Drill Hole #6
950' fr. S & 200' fr. E of Sec.
(950' fr. S & 100' fr. E Gunny
Sack Claim 2)
Section 3, T 22S, R 14E
Emery County, Utah
Total Depth - 420'
Slight Mineralization 318'-23'
Probed by AEC 4/14/55

0
Sandstone
Red shale
20
Sandstone
and shale
40
60
Red shale
80
100
Red shale
120
140

140
Red & green
shale
160
180
Red shale
200
White sandstone
and shale
Dark sandstone
and shale
220
Purple shale
240
Red shale
260
Red shale and
sandstone
280
Purple shale
300
Sandstone
Mineralization
340

340
360
Red shale and
sandstone
380
400
Sandstone and
shale
420
T.D. 420'
440
460
480
500
520
540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340 -10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #7
125' fr. S & 300' fr. E of Sec &
Gunny Sack #2 Claim
Section 3, T 22S, R 14E
Emery County, Utah
Total Depth 422'
Slight Mineralization 100-15,
353-55
Probed by AEC 4/14/55

0
White sandstone
Red shale

White shale

20
Red shale

Purple shale

40

Red shale

60

Purple shale

80

Red shale

Sandstone

100
Mineralization
Shale with
sandst.

120

Red shale with
sandstone

140

140
Red shale

160
Shale with ss

180

Sandstone with
shale

200
Red shale

220

Shale with
sandstone

280

Sandstone

300

Red shale

320
Shale with ss

340

340
Sandstone

Mineralization

360

Sandstone with
shale

380

400

Purple shale
420
T.D. 422'

440

460

480

500

520

540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340 -10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Snarples Drill Hole #8
460' fr. S & 750' fr. W of Sec.
Section 2, T 22S, R 11E
Emery County, Utah
Total Depth - 410'
Mineralization - None
Droped by AEC 5/3/55

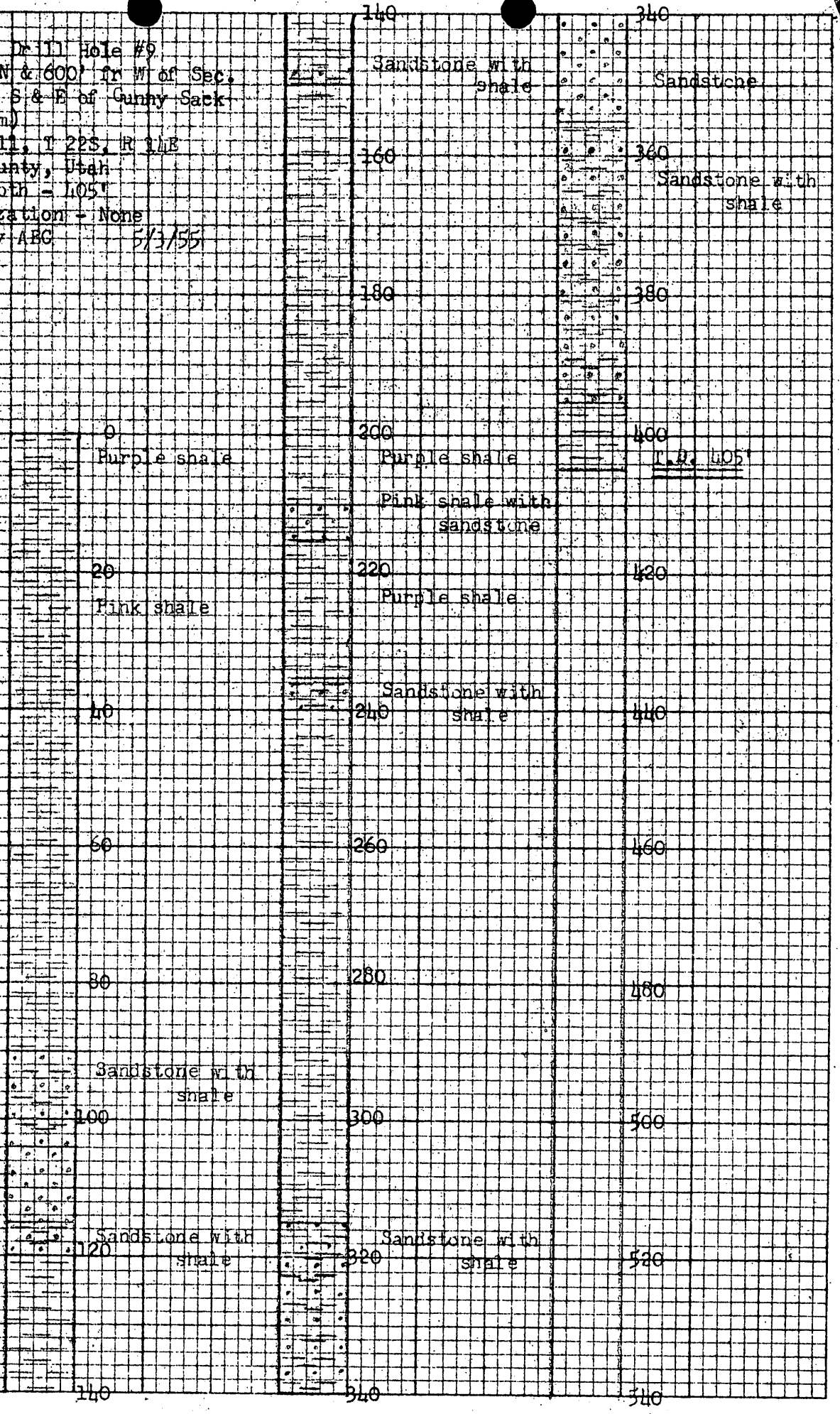
0
Sandstone
Pink shale
Purple shale
20
Green shale
40
60
80
100
120
Purple shale
140

140
Shale with Sandstone
160
Shale with ss
180
Sandstone with shale
200
Sandstone with shale
220
Pink shale
Shale with Sandstone
260
280
300
Red shale w/ss
320
340

340
Sandstone
360
Red shale
Shale with ss
380
Sandstone
400
Purple shale
T.D. 410'
420
440
460
480
500
520
540

EUGENE DIETZGEN CO.
MADE IN U.S.A.
NO 340 10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #9
450' fr N & 600' fr W of Sec.
(200' fr S & E of Gunny Sack
#3 Claim)
Section 11, T 22S, R 11E
Emery County, Utah
Total Depth - 405'
Mineralization - None
Probed by ABC 5/3/55



EUGENE DIETZGEN CO
MADE IN U. S. A.
NO. 340 10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #10
1125' fr. N & 750' fr. W of Sec.
(775' fr. N & 50' fr. E of Sahara
#1 Claim)
Section 11, T.22S, R.11E
Emery County, Utah
Total Depth - 425'
Mineralization - None
Probed by AEC 5/5/55

0
Purple shale

20

Gr. shale

40

60
Pink shale

White shale

80

100
Shaly sandstone

120
Purple shale

140

140
Gray shale

160
Pink shale

180

200
Purple shale

220

240

Pink sandstone

Purple shale
260

280

Shale with
sandstone

300

320

340

340
White sandstone

360

Shale with
sandstone

380

400
Sandstone

Purple shale
420
T.D. 425'

440

460

480

500

520

540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340-10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #11
125' fr. N & 1625' fr. W of Sec.
(125' fr. N & 650' fr. E of
Sahara 6 Claim)
Section 11, T 22S, R 14E
Emery County, Utah
Total Depth - 425'
Good Mineralization - 391-6
(Could not get AEC Probe below 396
However, Babel Probe showed
Mineralization 391-400 with av.
.35% U_3O_8 from 393.5 to 397.1
(3.6')

Probed by AEC 5/3/55

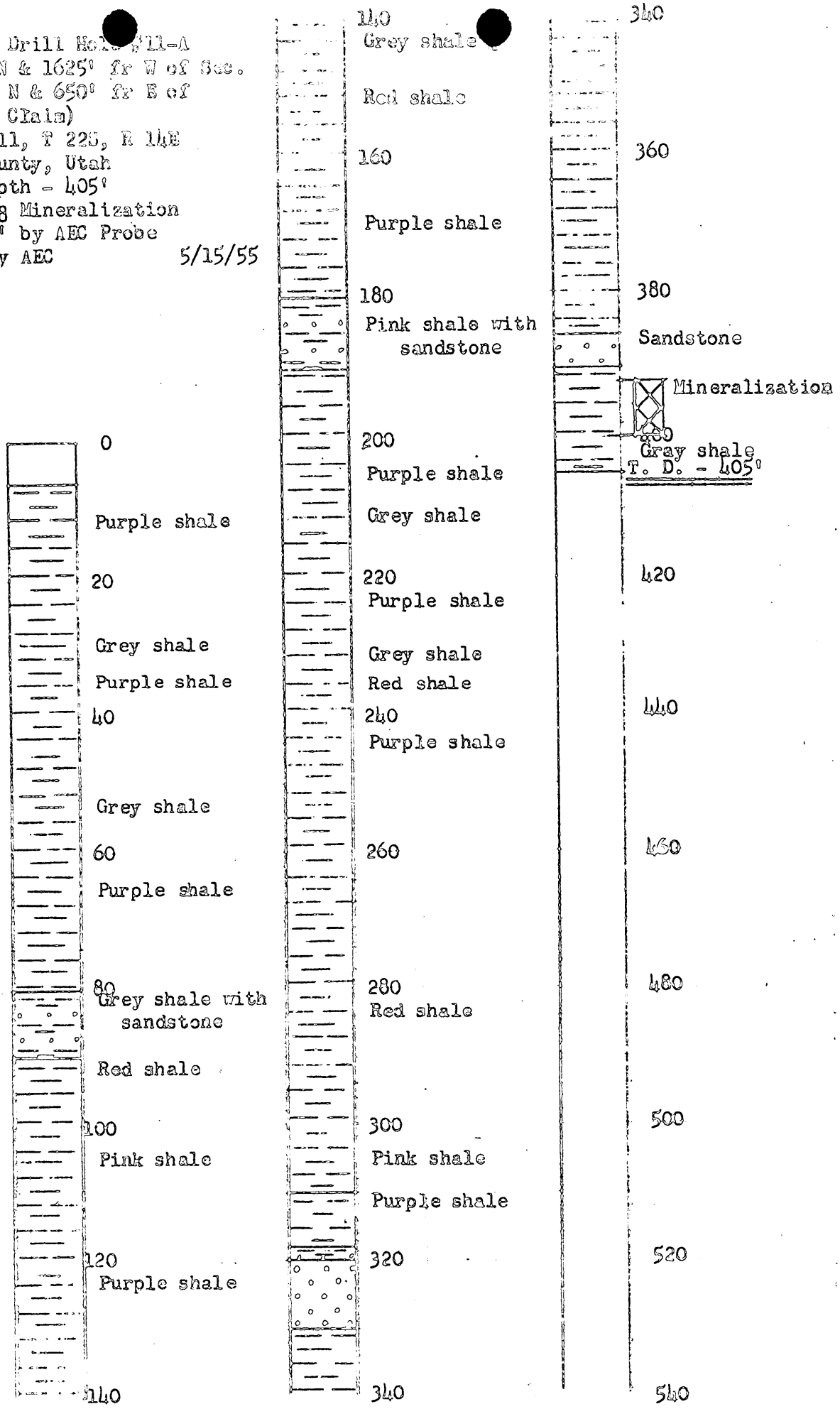
0
Gr. shale
Purple shale
20
Sandstone
Gr. shale
Purple shale
40
Pink shale
60
80
Pink sandstone
Purple shale
Pink sandstone
100
Purple shale
Pink shale
120
140

140
Shale with
sandstone
160
Red shale
180
Sandstone
200
Purple shale
220
Sandstone
Pink shale
240
Purple shale
Red shale
260
280
Shale with
sandstone
300
Red shale
320
Red shale
340

340
Shale with
360 sandstone
Sandstone
380
Mineralization
400
Shale with
420 sandstone
Shale T.D. 425'
440
460
480
500
520
540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340 10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #11-A
133' fr N & 1625' fr W of Sec.
(133' fr N & 650' fr E of
Sahara 6 Claim)
Section 11, T 22S, R 14E
Emery County, Utah
Total Depth - 405'
.21% U_3O_8 Mineralization
392'-400' by AEC Probe
Logged by AEC 5/15/55



Sharples Drill Hole #12
2060' fr. N & 950' fr. W of Sec.
(100' fr. N & 260' fr. E of
Sahara 7 Claim)
Section 11, T 22S, R 11E
Emery County, Utah
Total Depth - 450'
Slight Mineralization 305-10 &
392-95
Probed by AEC 5/2/55

0
Purple shale

Gr. shale

20
Purple shale

40

60
Pink shale

80

100

120
Black shale

140

140
Gr. shale

160

180
Red shale

200

220
Purple shale

240

260

Sandstone
280

300
Pink shale w/ss
Mineralization

320

340

340
Shale with
sandstone

360

Sandstone

380

Slight
Mineralization

400

420

440

T.D. - 450'

460

480

500

520

540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340 -10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

Sharples Drill Hole #13
2050' fr. N & 1350' fr. W of Sec.
(100' fr. S & 50' fr. E of
Sahara 2 Claim)
Section 11, T 22S, R 11E
Emery County, Utah
Total Depth - 450'
Mineralization - None
Probed by AEC 5/2/55

0
Sandstone

Purple shale

20

40

60

80

100
Pink shale

Purple shale

120

140

140

160

180

200

220

240

260

280
Shale with
sandstone

Shale

300
Sandstone

320

340

340
Shale with
sandstone

360

380

Purple shale

400

420
Shale with
sandstone

440

T.D. 450'

460

480

500

520

540

EUGENE DIETZGEN CO.
MADE IN U. S. A.
NO. 340 -10 DIETZGEN GRAPH PAPER
10 X 10 PER INCH

FLOYD F. TOOMEY
FREDERIC P. LEE
ARTHUR H. KENT
HERMAN C. BIEGEL
THOMAS E. JENKS
C. RUDOLF PETERSON
JOSEPH G. BLANDI
RALPH A. GILCHRIST
VALENTINE BROOKES
VINCENT H. MALONEY
JOHN P. LIPSCOMB, JR.
ROBERT W. BOGUE
ALFRED M. OSGOOD
JOHN A. CARDON
JOHN M. SKILLING, JR.
EDWARD J. HARNEY, JR.

LAW OFFICES
LEE, TOOMEY & KENT
1200 EIGHTEENTH STREET, N. W.
WASHINGTON 6, D. C.
STERLING 3-4858

CABLE ADDRESS "LEETAK"
ASSOCIATED IN FEDERAL MATTERS
KENT AND BROOKES
1720 MILLS TOWER
SAN FRANCISCO 4, CALIF.
EXBROOK 2-7672
VINCENT H. MALONEY
655 MADISON AVENUE
NEW YORK 21, N. Y.
TEMPLETON 8-7340

August 4, 1955

Mr. A. G. Keating
Mining Engineer
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: DMEA 3871

Dear Mr. Keating:

Enclosed is an executed copy of a Power of Attorney agreement executed by Coleen B. Tanner and J. Blair Tanner. This document was inadvertently omitted from those we sent you on July 29.

Very truly yours,

Edward J. Harney, Jr.

Enclosure

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Colleen B. Tanner and J. Blair Tanner, her husband, of No. Las Vegas, Nevada, do hereby make, constitute and appoint George C. Whitlock, of Ferron, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof, Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or

generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said George C. Whitlock, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any substitute has heretofor done or shall lawfully do or cause to be done in and about the premises by virtue of these presents including in particular any mining lease or conveyance heretofor executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of July, 1955.

Colleen B. Tanner

J. Blair Tanner

STATE OF Nevada)
COUNTY OF Clark) SS.

On the 25 day of July, A.D., 1955, personally appeared before me Colleen B. Tanner and J. Blair Tanner, her husband, the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires:
My Commission Expires Sept. 24, 1958

Minnie Martin
Notary Public

FLOYD F. TOOMEY
FREDERIC P. LEE
ARTHUR H. KENT
HERMAN C. BIEGEL
THOMAS E. JENKS
C. RUDOLF PETERSON
JOSEPH G. BLANDI
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655 MADISON AVENUE
NEW YORK 21, N. Y.
TEMPLETON 8-7340

July 29, 1955

Mr. A. G. Keating
Mining Engineer
Defense Minerals Exploration Administration
Washington 25, D. C.

Re: DMEA 3871

Dear Mr. Keating:

Enclosed are photostatic copies of documents evidencing the chain of ownership of State Lease for Section 2, T-22-S, R-14-E to Sharples Oil Corporation. As you will note the State Land Board, State of Utah recognizes Sharples Oil Corporation as lessee of record.

Also enclosed are photostatic copies of Powers of Attorney agreements executed by the following individuals:

Lavon G. Hansen and Evelyn B. Hansen
Gordon L. Beckstrand and Norma L. Beckstrand
Arvilla W. Raymond
Ray W. Williams and Carrie B. Williams
George E. Bartschi and Bernice B. Bartschi
Boyd Whitlock and Marjorie Whitlock
Dale E. Whitlock and Bessie Whitlock
Otto Brinkerhoff and Verda Brinkerhoff
Colleen B. Tanner

If you need any additional documents or information, please so advise me.

Very truly yours,

Thomas E. Jenkins

Proof Read

C7

MINERAL LEASE NO. 8255

UTAH STATE LEASE

FOR

APPLICATION NO. 4775 GRANT: School

URANIUM AND VANADIUM

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate this 24 day of June 1954 by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and

GEORGE C. WHITLOCK

party of the second part, hereinafter called the Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine, remove, and dispose of all of the said minerals in, upon, or under the following described tract of land situated in Emery county, State of Utah, to-wit:

All of Section Two (2), Township Twenty-two (22) South, Range Fourteen (14) East, Salt Lake Meridian.

containing a total of 635.40 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the mining, removal, and disposal of said minerals, according to the provisions of this lease, for a period of ten years, beginning January 2nd, first succeeding the date of issuance hereof, and as long thereafter as said minerals may be produced in commercial quantities from said lands, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such re-adjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and existing Rules and Regulations or Rules and Regulations as may be hereafter approved and adopted by the State Land Board.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining, removal, and disposal of the minerals specified in this lease, but the Lessee shall promptly notify the Lessor of the discovery of any minerals excepting those enumerated herein.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as rental for the land covered by this lease the sum of Fifty (50) Cents per acre per annum. All such annual payments of rental to be made in advance on the 2nd day of January of each year, except the rental for the year in which this lease is issued, which is payable on the execution of this lease, such rental to be credited against the royalties as they accrue for the year.

SECOND: To pay a royalty of 12½% of the gross amount received for or the gross value of the leased substances, including the State's royalty share of any bonus received by the Lessee from the sale of the leased substances. The basis for computing the amount due to the Lessor shall be as follows:

(a) If the leased substance extracted are sold under a bonafide contract of sale the amount of money or its equivalent actually received by the owner, Lessee, or other person operating the leased premises from the sale of the leased substances less a reasonable cost, if any, of transporting the leased substances from the place where extracted to the place where under the contract of sale, the leased substances are to be delivered.

(b) If the leased substances extracted are treated at a mill, smelter, processing plant, or reduction works which receives the leased substances from independent sources and which is owned or controlled by the same interests owning or controlling the mine, such disposal shall be treated as a sale within the meaning of this section for the purpose of determining gross proceeds or otherwise, and in such determination a rate or charge for sampling, assaying, milling, smelting, or refining the leased substances therefrom shall be deducted which shall not exceed an amount to be determined by applying the same rates as are applied by such mill, smelter, or reduction works or competing works, and ores of substantially like character and in like quantities received from independent sources. In the event of controversy the Lessor shall have the power to determine such rates and charges. Transportation charges may also be deducted as provided in sub-division (a) hereof.

(c) If a mill or other reduction works is operated exclusively in connection with a mine such mill or reduction works shall be treated as a part of the mine and the cost of operating such mill or reduction works shall, for the purpose of fixing the royalty imposed by this lease, be regarded as part of the cost of mining, and the cost of assaying, sampling, smelting, refining, and transportation only shall be deducted as herein provided.

ORIGINAL

STATE LAND OFFICE

RECEIPT

SALT LAKE CITY, UTAH

No. C 3714

DATE 6 January 1955

RECEIVED FROM George C. Whitlock

Fernon, Utah

ACCOUNT ML 8255

FUND School

	Year	Month	Principal	Interest	Accd. Int.
SECTION					
27-52	1955	317.70			
M. O.					
CASH					

Remarks

TOTAL PAID $

Cashier

PRINCIPAL PAYMENTS

MEMO.	DATE	CHARGES	PAYMENTS	PRINCIPAL BALANCE
	JAN 4-77	317.70	317.70	0.00 LDR.E.I AA

INTEREST PAYMENTS

MEMO.	DATE	CHARGES	PAYMENTS	INTEREST BALANCE

THIRD: Said royalties to be paid quarterly on or before the 15th day of the month next succeeding the quarter in which the material is produced.

FOURTH: To prepare and forward to the State Land Office, on or before the 15th day of the month next succeeding the quarter in which the material is produced, a certified statement as to the production, market, and price received on all of the leased substances disposed of from said lands, and such other additional information as the State Land Board may from time to time require.

FIFTH: That at the option of the Lessor it may require the payment of royalties in kind, F.O.B., at the lease-site; the amount being 12½% of the leased substances extracted.

SIXTH: To commence actual operations upon the land included herein on or before **December 31, 1954** and thereafter to diligently operate the property in accordance with the provisions contained in this lease. Failure to so continue the operation of the land included herein for a period of more than six (6) months without prior written approval of the State Land Board shall be cause for forfeiture, and that upon the violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty (30) days notice by registered mail cancel this lease. After the expiration of the said thirty (30) days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

SEVENTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch, of the workings in each section of the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All surveys shall be made by a licensed engineer and all maps certified to by him.

EIGHTH: To not at any time fence any watering place upon the lands leased where the same is the only accessible and feasible source of water incident to the lands leased. Nor shall the Lessee or assigns at any time permit or contribute to the pollution of any surface or subsurface water available, naturally or otherwise, for domestic or irrigation use.

NINTH: To not sell, assign, mortgage, pledge, hypothicate, or otherwise transfer or incumber this lease or any intetrest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the writtten consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through, or in the land hereby leased as may be necessary or appropriate to the working of these or other lands belonging to or administrated by the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining, removal, or disposal of the leased substances therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

Upon cancellation of this lease for any cause herein the Lessee shall be entitled to remove from the lease holdings only personal property prior to complete fulfillment of the provisions of this lease, and that improvements attached to the land such as buildings, timbering, or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VI

It is mutually understood and agreed that it shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45° or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, and assigns of the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three (3) months notice in writing to the Lessor and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the leased premises.

ARTICLE IX

It is mutually understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said lands that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties or other monies therefore paid to the Lessor.

ARTICLE XI

LESSEE agrees to observe faithfully the provisions of Title 65, Chapter 1, Section 18, Utah Code Annotated 1953.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

By EXECUTIVE SECRETARY LESSOR

FORM: APPROVED

LESSEE

STATE OF UTAH }
COUNTY OF } ss.

On the 18 day of August 1954, personally appeared before me A. N. Smith who being by me duly sworn did say that he is the Executive Secretary of the State Land Board of the State of Utah and that said instrument was signed in behalf of said Board by resolution of the Board, and said A. N. Smith acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 18 day of August 1954

Donald A. Prince

My commission Expires: 8/4/54

Notary Public, residing at: S. L. C., Ut.

STATE OF UTAH }
COUNTY OF } ss.

On the day of 19, personally appeared before me the signer of the above instrument, who duly acknowledged to me that executed the same.

Given under my hand and seal this day of 19

My commission Expires:

Notary Public, residing at:

STATE OF UTAH }
COUNTY OF } ss.

On the day of 19, personally appeared before me who being by me duly sworn did say that he is an officer of and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said acknowledged to me that said corporation executed the same.

Given under my hand and seal this day of 19

My commission Expires:

Notary Public, residing at:

Assign Tr. on land
Oil & Gas interest
10-15-1955 ASSIGNED FOR $80.00
TO Jerry H. Hill
C/O Castle & Hill Petrol
STATE LAND BOARD
BY [illegible]

10-25-55

4-1-50 10
Tangley & Tangley &
Hill, Petr.
[illegible]
Utah

APR 1955

THE STATE OF UTAH

STATE LAND BOARD

SALT LAKE CITY

April 8, 1955

RECEIVED

P. H. MULCAHY
CHAIRMAN

T. D. CURTIS
SECRETARY

A. N. SMITH
EXECUTIVE SECRETARY

LEE E. YOUNG
MANAGER

Re: Mineral Lease No. 8255

Vaughey & Vaughey Company
1650 Denver Club Building
Denver 2, Colorado

Gentlemen:

The Land Board, at its meeting April 1, 1955, approved assignment of the above numbered lease to you; by George C. Whitlock and Jerry W. Hill; subject to the terms of "Mining Lease" entered into December 20, 1954, under which lessees shall pay lessors on all ore produced and sold from State Lease, a royalty equal to 25% of the net profits or 2½% overriding royalty, whichever is greater.

The Board approved this assignment, provided that the 25% of the net profits will in no event exceed an amount equal to 5% overriding royalty on the lease. The State assumes no responsibility in collecting or distributing overriding royalty.

Our records have been noted and we herewith enclose the original lease with assignment.

Yours very truly,

Lee E. Young

LEE E. YOUNG
EXECUTIVE SECRETARY

jg
encl.

FORM 64 SM 8-54

ASSIGNMENT

Mineral Lease No. 8255

Grazing Lease No.

Certificate No.

Application No. 8775

For and in consideration of the sum of an agreement to drill and mine. Dollars

I (we) hereby sell, assign and transfer unto assign subject to terms of lease agreement.

of Vaughey & Vaughey Co., Jackson, Miss. all my (our) right, title and interest in and to

ML# 8255; GL#; Cert. #; embracing the following described land:

All of Sec. 2

All of Section 2 Township 22 S. Range 14 E.

Salt Lake Meridian, in the County of Emery State of Utah.

Witness my (our) hand(s) this 3 rd day of February, 1955.

Two Witnesses:

Gordon L. Beckstead

Virgil T. Kearney

George C. Whitlock

Jerry W. Hill

STATE OF UTAH,
County of Emery } ss.

On the 3 rd day of February, A. D. 1955, personally appeared before me George C. Whitlock & Jerry W. Hill the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

Blanche K. Larsen Peterson
Notary Public.

My commission expires 4-7-56

Affidavit of Citizenship of Assignee

I, (we) W. T. BLACKBURN, FOR VAUGHEY & VAUGHEY on oath, do solemnly swear that I am (we are) at the present time (a)* NATIVE BORN Citizen(s) of the United States of America and over the age of twenty-one years, and I (we) hereby assume and agree to perform all of the covenants and obligations of said lease on the part of the lessee(s) to be kept and performed.

VAUGHEY AND VAUGHEY

BY:

Subscribed and sworn to before me this 18TH day of FEBRUARY, 1955.

Notary Public.

My commission expires FEBRUARY 5, 1959.

NOTE—*Insert here whether native born or naturalized. If naturalized, it will be necessary to file with this office Proof of Citizenship or Declaration of Intention to become a citizen, in the form of a letter or certificate of verification from Court of Issuance, and registration fee of $1.00.

INSTRUCTIONS—Assignment must be submitted in duplicate. The original Certificate, Grazing Lease, or Mineral Lease must be produced with the Assignment. Fees: Total Assignment, $2.00; Partial Assignment, $7.00.

If a Corporation, see other side for Acceptance of Assignment.

UTAH STATE LAND OFFICE

Acceptance of Assignment

Certificate No.....

Grazing Lease No.....

Mineral Lease No. 8255

Comes now VAUGHEY AND VAUGHEY, A COPARTNERSHIP COMPOSED TO W.M.VAUGHEY, ~~xxxxxxxxxx~~ ~~xx~~ E.A.VAUGHEY, AND W.T.BLACKBURN, OF JACKSON, MISSISSIPPI, and hereby accepts the Assignment from GEORGE C. WHITLOCK AND JERRY C. HILL ..... assigning to VAUGHEY AND VAUGHEY ..... Cert. #.....; GL #.....; ML #-8255-....., which Assignment is dated FEBRUARY 3, 1955, ..., subject to all of the covenants and obligations of said Lease.

IN WITNESS WHEREOF, VAUGHEY AND VAUGHEY has executed this Acceptance this 18TH day of FEBRUARY, 1955.

VAUGHEY AND VAUGHEY

(SEAL) By W. T. BLACKBURN

By .....

State of COLORADO
County of DENVER } ss.

On this 18TH day of FEBRUARY, A. D. 1955, personally appeared before me W. T. BLACKBURN and ..... who being by me duly sworn did say, each for himself, that he, the said W. T. BLACKBURN is the A PARTNER ~~(officer)~~ ~~and he, the said~~ ..... ~~is the~~ ..... (officer) of VAUGHEY AND VAUGHEY, A COPARTNERSHIP and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W. T. BLACKBURN and ..... each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires FEBRUARY 5, 1959.

Notary Public

Residence DENVER, COLORADO

Vaughey
Lease
file

THE STATE OF UTAH

STATE LAND BOARD
SALT LAKE CITY 14

D. H. WHITTENBURG
CHAIRMAN

T. S. CURTIS
SECRETARY

H. F. SMART
LAND COMMISSIONER

LEE E. YOUNG
DIRECTOR
EXECUTIVE SECRETARY

July 12, 1955

RECEIVED
JUL 15 1955

Re: Mineral Lease No. 8255

Sharples Oil Corporation
1700 Broadway
Denver 2, Colorado

Gentlemen:

The Land Board at its meeting July 1, 1955, approved assignment of the above numbered mineral lease to you; by Vaughey and Vaughey; subject to terms of Mine Lease already in existence on the lease, in which the Lessee which now is Sharples Oil Corporation will receive 25% of net profit or 2½% overriding royalty whichever is greater.

The State assumes no responsibility in collecting or distributing overriding royalty.

Our records have been noted and we herewith enclose the original lease with assignment.

Yours very truly,

Lee E. Young

LEE E. YOUNG
EXECUTIVE SECRETARY

jg
encl.

FORM 84 3M 8-54

ASSIGNMENT

Mineral Lease No. 8255

Grazing Lease No.

Certificate No.

Application No. 4775

For and in consideration of the sum of AN AGREEMENT TO DRILL AND MINE. Dollars

I (we) hereby sell, assign and transfer unto ASSIGN SUBJECT TO TERMS OF LEASE AGREEMENT, TO SHAMPLES OIL CORPORATION, A DELAWARE CORPORATION, OF 1700 BROADWAY, DENVER, COLORADO, all my (our) right, title and interest in and to ML# 8255; GL#; Cert. #; embracing the following described land:

ALL OF SECTION 2

ALL of Section 2, Township 22 SOUTH, Range 14 EAST

Salt Lake Meridian, in the County of EMERY State of Utah.

Witness my (our) hand(s) this FIRST day of APRIL, 19 55.

Two Witnesses:

MAURICE McMURRY

By: M. T. BLACKBURN
ONE OF THE PARTNERS

STATE OF ~~UTAH~~ COLORADO,
City and County of DENVER } ss.

On the FIRST day of APRIL A. D. 1955, personally appeared before me M. T. BLACKBURN the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public.

My commission expires MARCH 7, 1959.

Affidavit of Citizenship of Assignee

I, (we) [illegible] respectively, do solemnly swear that I am (we are) a citizen (citizens) of the United States (or [illegible] citizen of the United States of America) [illegible] years, and I (we) hereby [illegible] the [illegible] of the United States [illegible] the date of the [illegible] and [illegible].

Subscribed and sworn to before me this [illegible]

Notary Public.

My commission expires [illegible]

[illegible]

Acceptance of Assignment

Certificate No.....

Grazing Lease No.....

Mineral Lease No. 8255

Comes now The Sharples Oil Corporation a corporation of Denver, Colorado, and hereby accepts the Assignment from Vaughey & Vaughey of Denver, Colorado assigning to The Sharples Oil Corporation Cert. #.....; GL #.....; ML #. 8255,

which Assignment is dated April 1, 1955, subject to all of the covenants and obligations of said Lease.

IN WITNESS WHEREOF, The Sharples Oil Corporation has executed this Acceptance this 9th day of May, 1955.

THE SHARPLES OIL CORPORATION

(SEAL)

By [signature] President

By [signature] Asst. Secretary

State of Colorado
County of Denver } ss.

On this 9th day of May A. D. 19 55, personally appeared before me Samuel Butler, Jr. and N. A. Hogan who being by me duly sworn did say, each for himself, that he, the said Samuel Butler, Jr. is the President (officer) and he, the said N. A. Hogan is the Asst. Secretary (officer) of The Sharples Oil Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Samuel Butler, Jr. and N. A. Hogan each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires March 8, 1958

[signature] Notary Public

Residence Denver, Colorado

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WE, LaVon G. Hansen and Evelyn B. Hansen, husband and wife, of _____, do hereby make, constitute and appoint Jerry W. Hill of Castledale, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to

substitute or appoint any other or others in the place of such attorney as he, the said Jerry W. Hill shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attornry or any substitute has heretofore done or shall lawfully do or cause to be done in and about the premises by virtue of these presents including in particular any mining lease or conveyance heretofore executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as afiresaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of April, 1955.

LaVon G. Hansen

Evelyn B. Hansen

STATE OF Utah)
) ss
COUNTY OF Cache)

On the 22nd day of April, A.D., 1955, personally appeared before me LaVon G. Hansen and Evelyn B. Hansen, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

MY COMMISSION EXPIRES:
8-21-1955

George A. Larsen
Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Gordon L. Beckstrand and Norma L. Beckstrand husband and wife, of _____ do hereby make, constitute and appoint Jerry W. Hill of Castledale, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said sttorney is and shall be authorized to sell, assigh, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters an things whatsoever in or about any mining claims or mining leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons

if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said Jerry W. Hill shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any bustitute has heretfor done or shall lawfully do or cause to be done in and about the premises by virtue of these presents including in particular any mining lease or conveyance heretofor executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of April, 1955.

Gordon L. Beckstrand
Norma S. Beckstrand

STATE OF Utah)
) ss.
COUNTY OF Cache)

On the 22nd day of April, A. D., 1955, personally appeared before me Gordon L. Beckstrand and Norma S. Beckstrand, husband and wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires:
Jan 21-1955

George A. Parker
Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Ace Raymond and Arvilla W. Raymond, husband and wife, of Logan, Utah, do hereby make, constitute and appoint Jerry W. Hill of Castledale, Utah our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable those certain mining claims located in Emery County, Utah described as Bivalve No. 9, Sahara No. 23 and Sahara No. 24; and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recorver from all lessees thereof or any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which are specifically described above, for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about said mining claims and to consur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in place of said attorney as he, the said Jerry W. Hill, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any substitute has heretofore done or shall lawfully do or cause to be done in and about the premises.

by virtue of these presents, including in particular any mining lease or conveyance heretofore executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of April, 1955.

Ace D. Raymond

Arvilla W. Raymond

STATE OF UTAH)
) ss
COUNTY OF Cache)

On this 22nd day of April, 1955, personally appeared before me Ace Raymond and Arvilla W. Raymond, husband and wife, the signers of the above instrument, who acknowledged to me that they executed the same.

Reed D. Vaughan
Notary Public

My commission expires
June 18, 1958

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Ray M. Williams and Carrie B. Williams, husband and wife, of Castle Dale, Utah, do hereby make, constitute and appoint Jerry W. Hill of Castle Dale, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining

leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said _____ Jerry W. Hill _____, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any substitute shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of April, 1955.

Ray M. Williams
Carrie P. Williams

STATE OF Utah }
} SS.
COUNTY OF Emery }

On the 25 day of April, A.D. 1955, personally appeared before me Ray M. Williams and [illegible], husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
[illegible]

[illegible]
Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, George E. Bartschi and Bernice B. Bartschi, husband and wife, of Pocatello, Idaho, do hereby make, constitute and appoint Jerry W. Hill of Castle Dale, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining

leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said _____ _____, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any substitute shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of April, 1955.

George E. Bartels
Bernice Bartels

STATE OF Idaho)
) SS.
COUNTY OF Bannock)

On the 29 day of April, A.D., 1955, personally appeared before me George E. Bartels and Bernice B. Bartels, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
6-16-55

Michael McCarthy
Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Boyd Whitlock and Marjorie Whitlock, husband and wife; Dale C. Whitlock, also known as Dale Whitlock, and Bessie Whitlock, husband and wife, of Gunnison Utah, do hereby make, constitute and appoint George C. Whitlock, of Ferron, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall become due and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof, Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or

generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said George C. Whitlock, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any substitute has heretofor done or shall lawfully do or cause to be done in and about the premises by virtue of these presents including in particular any mining lease or conveyance heretofor executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 7 day of May, 1955.

Boyd Whitlock

Marjorie Whitlock

Dale C. Whitlock

Bessie Whitlock

STATE OF Utah)
COUNTY OF Emery) SS.

On the 7 day of May, A.D., 1955, personally appeared before me Boyd Whitlock and Marjorie Whitlock, husband and wife, and Dale C. Whitlock, also known as Dale Whitlock, and Bessie Whitlock, husband and wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires:
May 15th 1958

Notary Public

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT:

We, Otto Brinkerhoff and Verda Brinkerhoff, husband and wife, of Buckwell Utah, do hereby make, constitute and appoint George C. Whitlock, of Ferron, Utah, our true and lawful attorney for us and in our place and stead and on our behalf to contract with any person, firm or corporation for exploration, development, operations and leasing for such periods at such rents and royalties and subject to such conditions as our said attorney shall deem advisable all or any mining claims or leases covering lands in the State of Utah owned or claimed by us and to execute all such leases, contracts and assignments as shall be necessary or proper in that behalf and to receive and recover from all lessees thereof or of any part thereof all rents, royalties and sums of money which now are or hereafter shall becomedue and payable thereunder and also, on non-payment or non-performance thereof or of any part thereof, to take all necessary or proper means and proceedings for terminating the tenancy or occupation of such tenants, lessees or others and recovering possession thereof. Said attorney is and shall be authorized to sell, assign, contract with respect to or otherwise deal with any and all mining claims or mining leases which we may own or claim to own affecting lands in the State of Utah for such consideration and upon such terms as our said attorney shall deem advisable and to execute and deliver good and sufficient deeds, assignments or other instruments for the conveyance or transfer of the same with such covenants of warranty or otherwise as our said attorney shall deem necessary or advisable and to give good and sufficient receipts for all or any part of the purchase price or other consideration.

In general, our said attorney is hereby authorized to do all other acts, deeds, matters and things whatsoever in or about any mining claims or mining leases covering lands in the State of Utah and to concur with persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or

generally described, as fully and effectually to all intents and purposes as we, or either of us, could do in our own proper persons if personally present, with full power of substitution, and to substitute or appoint any other or others in the place of such attorney as he, the said George C. Whitlock, shall from time to time deem necessary or advisable.

We, and each of us, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our said attorney or any subsitute has heretofor done or shall lawfully do or cause to be done in and about the premises by virtue of these presents including in particular any mining lease or conveyance heretofor executed and including anything which shall be done between the revocation of these presents by death or in any other manner and notice of such revocation reaching our said attorney, and we hereby declare that, as against us and all persons claiming under us, everything which our said attorney shall do or cause to be done in pursuance hereof after such revocation, as aforesaid, shall be valid and effectual in favor of any person claiming the benefit thereof, who, before the doing thereof, shall not have notice of such revocation.

IN WITNESS WHEREOF, we have hereunto set our hands this 9 day of May, 1955.

Otto Brinkerhoff

Verda Brinkerhoff

STATE OF Utah)
) SS.
COUNTY OF Wayne)

On the 9th day of May, A.D., 1955, personally appeared before me Otto Brinkerhoff and Verda Brinkerhoff, husband and wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires:

[illegible] 12, 1957

U. S. Gardner

Notary Public

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POWER OF ATTORNEY

STATE OF UTAH)
COUNTY OF) ss

KNOWN ALL MEN BY THESE PRESENT:

That I, Colleen B. Tanner, do hereby sonstitute and appoint George C. Whitlock, my true and lawful attorney for me and in my name to make, execute and deliver any and all instruments in writing for the convenience of Mining Claims located in Emery County, State of Utah, known as Brink Claims No.s One, Two, Three, and Four, as fully as I could do personally present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of October 1954

Colleen B Tanner
~~Colleen B. Tanner~~
Colleen B. Tanner

Subscribed and sworn to before me this 30th day of October 1954

Sarah V. Kingsbury
Notary Public
Residing at:

STATE OF UTAH)
COUNTY OF)

On the 30th day of October 1954, personally appeared before me Colleen B. Tanner who duly acknowledged to me that she did execute the foregoing.

Sarah V. Kingsbury
Notary Public
Residing at:

MINING LEASE

THIS LEASE AND AGREEMENT, made and entered into this 20th day of December, 1954, by and between George C. Whitlock and Gladys B. Whitlock, his wife; Douglas Whitlock; Howard R. Foulger and Violet B. Foulger, his wife; Joel L. Frykman and Ada L. Frykman, his wife; Sammie Frykman, a single woman; Jerry W. Hill and Lucille B. Hill, his wife; Gordon L. Beckstrand and Norma S. Beckstrand, his wife; Ray M. Williams and Carrie P. Williams, his wife; LaVon G. Hansen and Evelyn B. Hansen, his wife; Dale Whitlock and Bessie Whitlock, his wife; Boyd Whitlock and Marjorie Whitlock, his wife; Colleen B. Tanner and J. Blair Tanner, her husband; Otto Brinkerhoff and Verda Brinkerhoff, his wife; George E. Bartschi and Bernice B. Bartschi, his wife; Ace Raymond and Arvilla W. Raymond, his wife, hereinafter called "Lessors", and THE SHARPLES OIL CORPORATION, a Delaware Corporation, 1700 Broadway, Denver, Colorado, hereinafter called "Lessee",

WITNESSETH:

WHEREAS, the said Lessors represent and covenant that they are the owners and holders of the hereinafter described Mineral Lease and Mining Claims affecting lands in Township Twenty-two (22) South, Range Fourteen (14) East, S.L.M., Emery County, Utah, to-wit:

(a) Mineral Lease, dated the 24th day of June, 1954, between the State of Utah, as Lessor, and George C. Whitlock and Jerry W. Hill, as Lessees, covering all of Section 2, Township 22 South, Range 14 East, S.L.M., hereinafter called "State Lease"; and

(b) Mining Claims identified and described as follows:

Name of Claim or Lease:	Name of Claim Owner or Holder of Lease:	Legal Description:
Bi-Valve Claims (6)	George C. Whitlock Jerry W. Hill Ace Raymond	Sec. 35, T. 21 S, R. 14 E. Sec. 2, T. 22 S, R. 14 E.
Frangipani Claims (7)	George C. Whitlock Gladys B. Whitlock	Sec. 1, T. 22 S, R. 14 E.
Frangipani Claims (2)	Dale C. Whitlock Boyd Whitlock	Sec. 1, T. 22 S, R. 14 E.
Brink Claims (4)	Otto Brinkerhoff Colleen B. Tanner	Sec. 1, T. 22 S, R. 14 E.

Attachment #2-
The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

Deseret Claims (3)	Jerry W. Hill Gordon L. Beckstrand Ray M. Williams	Sec. 1, T. 22 S, R. 14 E
Geode Claims (5)	LaVon G. Hansen George E. Bartschi	Sec. 1, T. 22 S, R. 14 E. Sec.11, T. 22 S, R. 14 E.
Sahara Claims (24)	Jerry W. Hill Howard R. Foulger George C. Whitlock Joel L. Frykman Sammie Frykman Gary Frykman Douglas Whitlock Ace Raymond	Sec. 1, T. 22 S, R. 14 E. Sec.11, T. 22 S, R. 14 E.
Gunny Sack Claims (3)	Dale C. Whitlock Boyd Whitlock	Sec. 3, T. 22 S, R. 14 E. Sec. 10, T. 22 S, R. 14 E. Sec. 11, T. 22 S, R. 14 E.

hereinafter called "Mining Claims".

and

WHEREAS, it is the desire of the Lessors to give and grant unto Lessee the exclusive right, privilege and option of exploring and mining said State Lease and Mining Claims for uranium and mineral content and Lessee is willing to undertake the exploration and development of said Lease and Claims upon and subject to the terms and provisions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and the agreements hereinafter contained to be kept and performed by the parties hereto, it is agreed as follows:

I

Lessors agree to furnish to Lessee with the original or certified copies of the State Lease, Location Notices, Abstracts of Title, Powers of Attorney and such other title information as may be in the possession of Lessors pertaining to the title to the lands covered by said State Lease and the Mining Claims herein described.

In addition to the title papers hereinabove mentioned, George C. Whitlock and Jerry W. Hill shall promptly, after the

execution hereof by all parties, execute and deliver to Lessee a good and sufficient Assignment of the State Lease and to assist Lessee in procuring the necessary approval of the Assignment of said State Lease to Lessee. All time period herein mentioned shall be extended for such period as may be required to obtain approval of the Assignment of the State Lease to Lessee herein, insofar only as this lease pertains to the State Lease, this extension will not apply to the Mining Claims.

II

Subject to the acceptance of titles by Lessee, Lessee shall have and is hereby given and granted a period of one hundred and thirty-two (132) days from date hereof for the exclusive right and privilege to enter upon the lands hereinabove described and referred to for the purpose of investigating the mineral possibilities of said lands and for the purpose of conducting such exploration thereon as in the opinion of Lessee may be necessary or advisable in the premises. During said period, Lessee agrees to cause the Mining Claims herein described and referred to to be surveyed by a competent surveyor or engineer and, upon completion of such survey, Lessee shall furnish George C. Whitlock, one of the Lessors, with a map of such survey. At or before the expiration of said one hundred and thirty-two (132) day period, Lessee shall advise Lessors whether or not it desires to conduct exploratory drilling upon said lands and in the event Lessee conducts such exploratory drilling, Lessee shall within said one hundred and thirty-two (132) day period enter upon said lands and with reasonable diligence conduct drilling thereon of a cumulative total footage of not less than twenty thousand feet (20,000') within twelve (12) months of the date hereof. The depth of each exploratory hole drilled upon said

area, however, shall be determined by Lessee in its sole option and discretion. In like manner, Lessee shall have the option and discretion to drill such exploratory holes upon such spacing pattern as it may elect.

Exploratory drilling shall be defined as a pattern wherein drill holes are a minimum of five-hundred (500) feet apart.

It is agreed that, upon completion of 20,000 feet of drilling as stated above, that a boundary line shall be drawn embracing all holes and an area extending four-hundred (400) feet outward from the peripheral drill holes. This area is designated as area A and this Lease shall then be validated as to this said area A, subject to the terms and provisions hereof.

In the event Lessee does not elect, within the one hundred and thirty-two (132) day period hereinabove mentioned, to do any exploratory drilling upon said lands, this Agreement shall thereupon terminate and each of the parties shall be relieved of and from any and all further obligations hereunder.

III

If, the presence of an ore body or ore bodies of commercial uranium content is established, Lessee shall promptly thereafter commence operations for the mining and production of such commercial uranium ore, and if commercial uranium ore is produced as the result of such operations, Lessee shall, if a suitable market exists and as hereinafter provided in paragraph V, commence the production and marketing of said ore within two hundred ten (210) days from the establishment of such commercial ore body or bodies. In the event, however, a suitable market for such ore is not available to Lessee, the time for production and marketing of such ore shall be extended for such period or periods as may be necessary to establish a suitable market for such ore.

In the event commercial production of uranium ore is established by Lessee, Lessee shall thereafter prosecute mining operations with reasonable diligence, having due regard for market demand and the return of a reasonable profit to Lessee after deducting all the costs of operations, handling, transportation and marketing.

IV

On all ores mined, produced and marketed, Lessee shall pay Lessors the following royalties:

(a) On all ore mined, produced and marketed from the Mining Claims, a royalty of twelve and one-half per cent (12-1/2%) of the proceeds received by Lessee from the purchaser less haulage and development allowances, but including twelve and one-half per cent (12-1/2%) of any discovery bonus received by Lessee on account of the sale of such ore. Lessee shall receive all haulage allowance and shall pay all haulage expenses. Said royalty shall be paid or accounted for on or before the twenty-fifth day of the calendar month next following the month in which Lessee receives payment from the purchaser of the ore. It is further understood that any payments accruing hereunder shall be less any and all taxes levied or assessed against the same or the production of ore by which the same are determined which Lessee may be authorized or required by law to deduct and pay for the account of Lessors.

(b) On all ores mined, produced and sold from the State Lease, a royalty equal to twenty-five per cent (25%) of the net profits realized by Lessee from the sale of such ores or 2-1/2% overriding royalty whichever is greater the overriding royalty to be calculated as above provided. For the purpose hereof, the term "net profits" shall be defined as the amount of money received

by Lessee from the sale of any ore from said State Lease, including any bonus or premium payments, after deducting therefrom the following specific items:

(1) Twelve and one-half per cent (12-1/2%) royalty payable to the State of Utah;

(2) Twenty-five Dollars ($25.00) per ton, as delivered to the ore purchaser according to its records, to cover all costs of drilling, mining and transportation of such ore to the ore purchaser;

(3) Taxes levied and assessed against the property, the severance or production of the ore, and such other taxes as now or may hereafter affect or be levied against ore produced and marketed hereunder.

Lessee shall pay minimum delay rentals owing to State of Utah on said State lease for 1955 and each year thereafter while it holds said lease and shall comply with minimum requirements to keep said lease in force and effect.

It is mutually agreed that no advance or minimum royalty shall be payable to Lessors until after the expiration of the two-hundred and ten (210) day period as stated in paragraph III hereof, thereafter Lessee shall pay to Lessors, as an advanced or minimum royalty under this Lease, whether the quantity of ore mined and sold shall produce that amount or not, the sum of Five Hundred Dollars ($500.00) per month. Any payment of royalty may be carried forward for a period of one year from the month in which the royalty was payable in order to satisfy the minimum or advance royalty requirements hereof or any portion thereof not used for such purpose may be withheld by lessees on account of any advance royalty payment made for a period of one year prior to the month first mentioned. Lessee is to receive credit for advanced royalties against true ore royalties earned by Lessors, provided that this credit shall not be retroactive for a period beyond one year from

the month for which advanced royalty was made. Similarly true ore royalties may not be carried forward, to apply on the said $500.00 per month minimum royalty, for a period exceeding one year from the month in which the royalty was earned.

VI

Lessee shall keep and maintain true and accurate records of all of its drilling and mining operations open to the inspection of a designated agent of Lessors at all reasonable times. Lessors or their agent shall have the right to go upon the demised premises at all reasonable times for the purpose of inspection, all at the risk of such inspector.

VII

Lessee shall carry on all drilling and mining operations in strict conformity with all laws and regulations pertaining to such operations and in accordance with good mining practice, shall carry Workmen's Compensation Insurance, and shall pay all State and Federal taxes and exactions under operations hereunder, including any production taxes, and shall save and keep harmless Lessors of and from any and all liability of every kind and character arising out of its drilling or mining operations hereunder. Lessee shall carry Public Liability Insurance to the extent of One Hundred Thousand Dollars ($100,000.00) for the protection of Lessors and Lessee against claims of third persons who may sustain injuries while in or upon the leased premises.

VIII

Lessee shall post notices at or near its workings upon said premises, reciting in substance that all work is being conducted and carried on by Lessee and that Lessors will not be liable for

any claims or acts of any kind or character arising out of Lessee's work hereunder.

IX

Lessee agrees to perform prior to May 15, 1955, enough work to meet the annual assessment requirements on said unpatented claims. If requested to do so the Lessee shall provide the Lessors with full and adequate information to allow preparation of proper affidavits as to said annual work and labor and the lessee on request of lessors will cause one of its employees to execute any proper affidavit submitted to it for such purpose. The Lessor nevertheless shall be responsible for the preparation and recording of such proofs of labor. Lessee further agrees to post the required notices on the claims with respect to the performance of said assessment work.

Lessee will on or before January 1st of each succeeding year after July 1st, 1956, complete or agree to complete necessary assessment work on all unpatented claims on or before July 1st of that year, or Lessee shall on or before January 1st of said year assign to Lessors those claims on which it does not complete or agree to complete necessary assessment work.

X

In the event the survey of the lands affected hereby discloses any fractions of land or open areas contiguous to said claims which are not subject to prior locations or in the event Lessors hereafter locate any claims within fifteen hundred (1500) feet of the end or side line of any of the claims hereinabove specifically described, such fractions or areas shall be located in the name of George C. Whitlock for himself and as agent for Lessors and all claims of Lessors within fifteen hundred feet (1500) of the end or side line of any of the claims hereinabove

described shall be considered as being part of the lands affected hereby and shall be subject to all of the terms and provisions hereof. If, however, there are located by Lessee claims or fractional claims between the property herein leased and claims which Lessee also leases from Ouray Venture then such intervening property shall be located one half in names of lessors and one-half in names of lessors of said Ouray property.

XI

At any time within ninety (90) days after the designation of said Area A, Lessee shall have the right to initiate a second twenty-thousand feet (20,000') drilling program to be completed within twelve (12) months in the same manner as the initial drilling program.

After this second drilling program has been completed, Area B shall be designated in the same manner as the above referred to Area A and the same terms shall apply to said Area B.

In a similar manner, within ninety (90) days after the designation of Area B, Lessee may initiate a third drilling program to earn the remaining acreage, except that, if twenty-thousand feet (20,000') of drilling is not necessary, the amount of drilling and the length of time shall be reduced in proportion to the acreage that this area, designated as Area C, bears to the acreage in the above referred to Areas A and B.

In the event ore bodies of commercial value are established upon either of said areas B or C by Lessee, Lessee shall proceed with the development and operation thereof for the production of commercial ore and in each instance shall have a period of two hundred ten (210) days from the establishment of such commercial

ore body within which to place the same in production and to proceed with the marketing thereof, having due regard for market demand and the realization of a reasonable profit by Lessee.

The minimum royalty hereinabove provided with reference to the first area selected by Lessee shall not apply to either of the remaining areas, it being understood and agreed that only one minimum royalty shall be due and payable to Lessors pursuant to the provisions hereof.

In the event Lessee does not elect to conduct exploratory drilling upon either of the remaining areas, as hereinabove provided, this agreement as to the area or areas not selected by Lessee shall cease and terminate and each of the parties hereto shall be relieved of and from any and all further obligations hereunder as to said area or areas.

XII

Lessee shall always have the right at any time to release and relinquish its interest in and to the State Lease and Mining Claims hereinabove described as to all or any portion of the lands covered thereby by notifying Lessors in writing of its intention so to do and by tendering to Lessor at the time of such notice a good and sufficient release and surrender of the rights and interests which it has indicated in its notice it desires to release and surrender. In the event of any such release or surrender by Lessee, this agreement shall cease and terminate as to the interest so surrendered and Lessee shall be relieved of and from any and all further obligations hereunder, except to do

annual assessment work unless released or surrendered on or before January 1 of any year and except to completethe minimum footage of exploratory drilling undertaken for any designated area.

Lessee shall have the right at any time and from time to time to remove all machinery and equipment placed on the premises affected hereby, including the right, at any time within six (6) months from the surrender or termination hereof, to remove all buildings, structures, materials and supplies placed in or upon said premises by Lessee, provided it is not then in default hereunder.

XIII

When any operations provided for herein are delayed or interrupted or prevented by storm, flood, inclement weather, acts of God, fire, war, riot, strikes, differences with workmen, failure of carriers to transport or furnish facilities for transportation, or, as the result of some order, requisition or necessity of the government, State or Federal, or as the result of any cause whatsoever beyond the reasonable control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this agreement to the contrary notwithstanding. All obligations hereunder shall be suspended for such period or periods during which the United States or any of its agents or representatives shall suspend the purchase of fissionable materials or reduce the price as now fixed by the Atomic Energy Commission for fissionable materials and the term hereof shall be extended during such period or periods without the conduct of

of any operations by Lessee and for such period thereafter as may be reasonably necessary to permit Lessee to resume operations.

XIV

Lessors will cooperate with Lessee at all times during the term of this lease to enable Lessee to obtain contracts with the United States or agencies thereof or any state or agency thereof, pursuant to programs or procedures, now existing or established in the future, of the United States government or agencies thereof, or of any state or agency thereof, to explore and develop mineral deposits on the leasehold; and Lessors when requested by Lessee from time to time shall, as owner of the mining claims and property subject to this lease execute all contracts relating to such exploration and development work which may be required by the United States or agencies thereof or by any State or agency thereof or may be required to comply with any such governmental program or procedure.

XV

It is further understood and agreed that in the event Lessee fails to perform any of the agreements herein contained to be kept and performed by Lessee, Lessors or any one of them shall have the right to declare this agreement forfeited and terminated by giving Lessee not less than sixty (60) days notice in writing setting forth in detail the default claimed by Lessors, and upon failure or refusal by Lessee to cure and correct such default within sixty (60) days from receipt of such notice, this agreement shall, thereupon, terminate and Lessee shall surrender and deliver possession of all the lands herein described to Lessors and shall reassign the State lease to the original Lessees therein named.

XVI

Lessors hereby make, constitute and appoint George C. Whitlock their agent and attorney for and on their behalf to receive all payments provided for herein and to distribute such payments among lessors as their interests appear and Lessee shall be relieved of and from any and all obligation to look to the application by said agent and attorney of any amounts paid or tendered to him pursuant to the provisions hereof. Lessee, if so requested in writing by said George C. Whitlock may make all payments provided for herein to the account of Green Raphael Uranium in The Carbon Emery Bank, Price, Utah, as agent and attorney for Lessors. If said bank fails or dissolves or refuses to accept payments, then payments may be made to George C. Whitlock as above provided and said bank or its successors as to such payments is hereby made the agent of Lessors or their successors in title to receive and distribute all of such payments. All payments made to George C. Whitlock or to said bank for the credit of Green Raphael Uranium or such other person as Lessors may designate in writing before actual notice to Lessee of any change in ownership shall be binding upon Lessors' successors in title.

XVII

All of the provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto respectively and the privilege of assigning, in whole or in part, is expressly conceded by each party to the other, but it is expressly understood that no change in the owner-

ship of any payments or royalties accruing hereunder to Lessors or in the ownership of any part of the lands affected hereby or any partition thereof shall impose any additional obligations upon Lessee. No such change of ownership in the payments or royalties accruing hereunder to Lessors or in the ownership of any part of the lands affected hereby or any partition thereof shall impose any additional obligations upon Lessee. No such change of ownership in the payments or royalties which may accrue hereunder, whether by conveyance, descent, will, partition or otherwise, shall require Lessee to alter the manner of payments, as hereinabove provided. The State School lease if assigned shall always remain subject to the terms of this lease.

XVIII

This lease shall be and remain in full force and effect for a preliminary term of twelve (12) months from the date hereof and as long thereafter as ore is being mined and marketed from the premises herein described or operations are being performed thereon in accordance with the provisions hereof.

XIX

All notices permitted or required to be given pursuant to the provisions hereof shall be given by ordinary mail, postage prepaid, or by pre-paid telegram, addressed to the parties hereto, as follows:

For Lessors: George C. Whitlock
c/o Carbon Emery Bank
Price, Utah

For Lessee: The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

The addresses hereinabove given may be changed at any time by either party in the manner hereinabove provided.

XX

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

This lease shall be binding on all persons who sign it, regardless of whether all owners of said property sign or not.

This lease may be executed in counterpart and any executed counterpart hereof shall be held to be part and parcel of same instrument.

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

Jerry W. Hill

Lucille B. Hill

Gordon L. Beckstrand
By Jerry W. Hill, attorney in fact.

Norma L. Beckstrand
By Jerry W. Hill, attorney in fact.

Ray M. Williams
By Jerry W. Hill, attorney in fact.

Carrie P. Williams
By Jerry W. Hill, attorney in fact.

LaVon G. Hansen
By Jerry W. Hill, attorney in fact.

Evelyn B. Hansen
By Jerry W. Hill, attorney in fact.

George C. Whitlock

Gladys B. Whitlock

Douglas Whitlock

Howard S. Foulger

Violet B. Foulger

Joel L. Frykman

Ada L. Frykman

Sammie Frykman

George E. Bartschi
By Jerry W. Hill, attorney in fact

Bernice B. Bartschi
By Jerry W. Hill, attorney in fact.

Ace Raymond AKA Aced Raymond
By Jerry W. Hill, attorney in fact.

Arwilla W. Raymond
By Jerry W. Hill, attorney in fact

J. Blair Sanger
By George C. Whitlock, atty in fact

Dale Whitlock also known as Dale C. Whitlock
By George C. Whitlock atty in fact

Bessie Whitlock
by George C. Whitlock atty in fact.

Boyd Whitlock
by George C. Whitlock atty in fact

Marjorie Whitlock
by George C. Whitlock atty in fact

Colleen B. Sanger
by George C. Whitlock atty in fact.

Otto Brinkerhoff
by George C. Whitlock atty in fact.

Verda Brinkerhoff
by George C Whitlock, atty in fact

LESSORS

ATTEST:

Assistant Secretary

THE SHARPLES OIL CORPORATION

By Samuel Ruttan
President

Lessee

STATE OF UTAH }
COUNTY OF Carbon } SS

On this 20th day of April, 1955, before me personally appeared George C. Whitlock, Gladys S. Whitlock, Douglas Whitlock, Howard R. Soulger, Violet Soulger to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 20 day of April, 1955.

My Commission Expires Jan. 27, 1958

My Commission Expires _____

Ben Ward
Notary Public

STATE OF UTAH)
COUNTY OF Weber) SS

On this 21st day of April, 1955, before me personally appeared Joel L. Frykman & Ada L. Frykman to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 21st day of April, 1955.
My Commission Expires July 14, 1956 Ida W. Holmes
Notary Public

STATE OF UTAH)
COUNTY OF Cache) SS

On this 22nd day of April, 1955, before me personally appeared Jerry W. Hill & Lucille B. Hill to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same at their free act and deed.

Given under my hand and seal this 22nd day of April, 1955.
My Commission Expires 8-21-1955 George A. Parker
Notary Public

STATE OF UTAH)
COUNTY OF Salt Lake) SS

On this 22nd day of April, 1955, before me personally appeared Sammie Frykman to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal this 22nd day of April, 1955.
My Commission Expires 10/30/57 Reed F. Cowan
Notary Public

STATE OF UTAH)
COUNTY OF Emery) ss.

On this 4 day of June, 1955, before me personally appeared Jerry W. Hill, as Attorney in Fact for Gordon L. Beckstrand, Norma S. Beckstrand, Ray M. Williams, Carrie P. Williams, LaVon G. Hansen, Evelyn B. Hansen, George E. Bartschi, Bernice B. Bartschi, Ace Raymond also known as Ace S. Raymond, Arvilla W. Raymond; to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of Gordon L. Beckstrand, Norma S. Beckstrand, Ray M. Williams, Carrie P. Williams, LaVon G. Hansen, Evelyn B. Hansen, George E. Bartschi, Bernice B. Bartschi, Ace Raymond also known as Ace S. Raymond, and Arvilla W. Raymond.

Given under my hand and seal this 4 day of June, 19__.

My Commission Expires August 26, 1956 Mrs Pearl B Baker
Notary Public

STATE OF UTAH)
COUNTY OF Emery) ss.

On this 4 day of June, 1955, before me personally appeared George C. Whitlock, as Attorney in Fact for J. Blair Tanner, Dale Whitlock also known as Dale C. Whitlock, Bessie Whitlock, Boyd Whitlock, Marjorie Whitlock, Colleen B. Tanner, Otto Brinkerhoff, and Verda Brinkerhoff; to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of J. Blair Tanner, Dale Whitlock also known as Dale C. Whitlock, Bessie Whitlock, Boyd Whitlock, Marjorie Whitlock, Colleen B. Tanner, Otto Brinkerhoff, and Verda Brinkerhoff.

Given under my hand and seal this 4 day of June, 1955.

My Commission Expires Aug. 26, 1956 Mrs Pearl B Baker
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On the 10th day of June, A.D., 1955, personally appeared before me SAMUEL BUTLER, JR., who acknowledged and did say that he is the President of THE SHARPLES OIL CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said SAMUEL BUTLER, JR. acknowledged to me that said corporation executed the same.

Given under my hand and seal this 10th day of June, 1955.

Doris N. Pitt
Notary Public

My Commission expires March 3, 1958

Residing at Denver, Colorado

Proof-Read

e7

MINERAL LEASE NO. 8255

UTAH STATE LEASE

FOR

APPLICATION NO. 4775

GRANT: School

URANIUM AND VANADIUM

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate this 24 day of June 1954 by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and

GEORGE C. WHITLOCK

party of the second part, hereinafter called the Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine, remove, and dispose of all of the said minerals in, upon, or under the following described tract of land situated in Emery county, State of Utah, to-wit:

All of Section Two (2), Township Twenty-two (22) South, Range Fourteen (14) East, Salt Lake Meridian.

containing a total of 635.40 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the mining, removal, and disposal of said minerals, according to the provisions of this lease, for a period of ten years, beginning January 2nd, first succeeding the date of issuance hereof, and as long thereafter as said minerals may be produced in commercial quantities from said lands, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such re-adjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and existing Rules and Regulations or Rules and Regulations as may be hereafter approved and adopted by the State Land Board.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining, removal, and disposal of the minerals specified in this lease, but the Lessee shall promptly notify the Lessor of the discovery of any minerals excepting those enumerated herein.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as rental for the land covered by this lease the sum of Fifty (50) Cents per acre per annum. All such annual payments of rental to be made in advance on the 2nd day of January of each year, except the rental for the year in which this lease is issued, which is payable on the execution of this lease, such rental to be credited against the royalties as they accrue for the year.

SECOND: To pay a royalty of 12½% of the gross amount received for or the gross value of the leased substances, including the State's royalty share of any bonus received by the Lessee from the sale of the leased substances. The basis for computing the amount due to the Lessor shall be as follows:

(a) If the leased substance extracted are sold under a bonafide contract of sale the amount of money or its equivalent actually received by the owner, Lessee, or other person operating the leased premises from the sale of the leased substances less a reasonable cost, if any, of transporting the leased substances from the place where extracted to the place where under the contract of sale, the leased substances are to be delivered.

(b) If the leased substances extracted are treated at a mill, smelter, processing plant, or reduction works which receives the leased substances from independent sources and which is owned or controlled by the same interests owning or controlling the mine, such disposal shall be treated as a sale within the meaning of this section for the purpose of determining gross proceeds or otherwise, and in such determination a rate or charge for sampling, assaying, milling, smelting, or refining the leased substances therefrom shall be deducted which shall not exceed an amount to be determined by applying the same rates as are applied by such mill, smelter, or reduction works or competing works, and ores of substantially like character and in like quantities received from independent sources. In the event of controversy the Lessor shall have the power to determine such rates and charges. Transportation charges may also be deducted as provided in sub-division (a) hereof.

(c) If a mill or other reduction works is operated exclusively in connection with a mine such mill or reduction works shall be treated as a part of the mine and the cost of operating such mill or reduction works shall, for the purpose of fixing the royalty imposed by this lease, be regarded as part of the cost of mining, and the cost of assaying, sampling, smelting, refining, and transportation only shall be deducted as herein provided.

Attachment #2-B
The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

THIRD: Said royalties to be paid quarterly on or before the 15th day of the month next succeeding the quarter in which the material is produced.

FOURTH: To prepare and forward to the State Land Office, on or before the 15th day of the month next succeeding the quarter in which the material is produced, a certified statement as to the production, market, and price received on all of the leased substances disposed of from said lands, and such other additional information as the State Land Board may from time to time require.

FIFTH: That at the option of the Lessor it may require the payment of royalties in kind, F.O.B., at the lease-site; the amount being 12½% of the leased substances extracted.

SIXTH: To commence actual operations upon the land included herein on or before December 31, 1954 and there after to diligently operate the property in accordance with the provisions contained in this lease. Failure to so continue the operation of the land included herein for a period of more than six (6) months without prior written approval of the State Land Board shall be cause for forfeiture, and that upon the violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty (30) days notice by registered mail cancel this lease. After the expiration of the said thirty (30) days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

SEVENTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch, of the workings in each section of the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All surveys shall be made by a licensed engineer and all maps certified to by him.

EIGHTH: To not at any time fence any watering place upon the lands leased where the same is the only accessible and feasible source of water incident to the lands leased. Nor shall the Lessee or assigns at any time permit or contribute to the pollution of any surface or subsurface water available, naturally or otherwise, for domestic or irrigation use.

NINTH: To not sell, assign, mortgage, pledge, hypothicate, or otherwise transfer or incumber this lease or any intetrest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the writtten consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through, or in the land hereby leased as may be necessary or appropriate to the working of these or other lands belonging to or administrated by the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining, removal, or disposal of the leased substances therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

Upon cancellation of this lease for any cause herein the Lessee shall be entitled to remove from the lease holdings only personal property prior to complete fulfillment of the provisions of this lease, and that improvements attached to the land such as buildings, timbering, or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VI

It is mutually understood and agreed that it shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45° or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, and assigns of the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three (3) months notice in writing to the Lessor and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the leased premises.

ARTICLE IX

It is mutually understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said lands that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties or other monies th fore paid to the Lessor.

ARTICLE XI

LESSEE agrees to observe faithfully the provisions of Title 65, Chapter 1, Section 18, Utah Code Annotated 1953.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

By
EXECUTIVE SECRETARY LESSOR

APPROVED AS TO FORM:
ATTORNEY GENERAL
By Alan B. Layton

George C. Hartlock
LESSEE

STATE OF UTAH
COUNTY OF } ss.

On the 18 day of August 1954, personally appeared before me A. N. Smith who being by me duly sworn did say that he is the Executive Secretary of the State Land Board of the State of Utah and that said instrument was signed in behalf of said Board by resolution of the Board, and said A. N. Smith acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 18 day of August 1954

My commission Expires: 8/4/54

Donald A. Prince
Notary Public, residing at: S. L. C. Ut.

STATE OF UTAH
COUNTY OF Emery } ss.

On the 13 day of August 1954, personally appeared before me the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 13 day of August 1954

My commission Expires:
Aug-8-1956.

Leon D. Ralphs
Notary Public, residing at:

STATE OF UTAH
COUNTY OF } ss.

On the day of 19, personally appeared before me

who being by me duly sworn did say that he is an officer of and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said acknowledged to me that said corporation executed the same.

Given under my hand and seal this day of 19

My commission Expires:

Notary Public, residing at:

Assign 7 min. land
and fractional interest

10-15-1954 ASSIGNED FOR $ 80.00

TO Jerry H. Hill

OF Castle Dale, Utah

STATE LAND BOARD

By J. Hill

10-25-54

4-1 1955 ASSIGNED FOR $ 10

TO Vaughey & Vaughey Co

OF Wed, Calif.

STATE LAND BOARD

By J. Hill

APR 8 1955

STATE LAND BOARD

1954 OCT 4 AM 11 12

STATE OF UTAH

RECEIVED
AUG 17 1954
STATE OF UTAH
STATE LAND OFFICE

FORM 84 3M 8-54

ASSIGNMENT

Mineral Lease No. 8255

Grazing Lease No.

Certificate No. Application No. 4775

For and in consideration of the sum of AN AGREEMENT TO DRILL AND MINE. Dollars

XX (we) hereby sell, assign and transfer unto ASSIGN SUBJECT TO TERMS OF LEASE AGREEMENT, TO XXXSHARPLES OIL CORPORATION, A DELAWARE CORPORATION, OF 1700 BROADWAY, DENVER, COLORADO, all XXX (our) right, title and interest in and to

ML# 8255; GL#; Cert. #; embracing the following described land:

ALL OF SECTION 2

ALL of Section 2 Township 22 SOUTH Range 14 EAST

Salt Lake Meridian, in the County of EMERY State of Utah.

Witness XXX (our) hand(s) this FIRST day of APRIL, 19 55.

Two Witnesses:

VAUGHEY AND VAUGHEY

BY: W. T. BLACKBURN

ONE OF THE PARTNERS

STATE OF XXXXXX COLORADO,
CITY AND County of DENVER } ss.

On the FIRST day of APRIL, A. D. 1955, personally appeared before me W. T. BLACKBURN the signer(XX of the above instrument, who duly acknowledged to me that HE executed the same.

Alice C. Nelson
Notary Public.

My commission expires MARCH 7, 1959.

Affidavit of Citizenship of Assignee

I, (we) on oath, do solemnly swear that I am (we are) at the present time (a)* Citizen(s) of the United States of America and over the age of twenty-one years, and I (we) hereby assume and agree to perform all of the covenants and obligations of said lease on the part of the lessee(s) to be kept and performed.

Subscribed and sworn to before me this day of , 19

Notary Public.

My commission expires

NOTE—*Insert here whether native born or naturalized. If naturalized, it will be necessary to file with this office Proof of Citizenship or Declaration of Intention to become a citizen, in the form of a letter or certificate of verification from Court of Issuance, and registration fee of $1.00.

INSTRUCTIONS—Assignment must be submitted in duplicate. The original Certificate, Grazing Lease, or Mineral Lease must be produced with the Assignment. Fees: Total Assignment, $2.00; Partial Assignment, $7.00.

If a Corporation, see other side for Acceptance of Assignment.

UTAH STATE LAND OFFICE

Acceptance of Assignment

Certificate No.....

Grazing Lease No.....

Mineral Lease No. 8255

Comes now The Sharples Oil Corporation a corporation of Denver, Colorado, and hereby accepts the Assignment from Vaughey & Vaughey of Denver, Colorado assigning to The Sharples Oil Corporation Cert. #.....; GL #.....; ML # 8255, which Assignment is dated April 1, 1955, subject to all of the covenants and obligations of said Lease.

IN WITNESS WHEREOF, The Sharples Oil Corporation has executed this Acceptance this 9th day of May, 1955.

THE SHARPLES OIL CORPORATION

(SEAL)

By Samuel Butler Jr.
President

By W. A. Wiegand
Asst. Secretary

State of Colorado
County of Denver } ss.

On this 9th day of May, A. D. 19 55, personally appeared before me Samuel Butler, Jr. and W. A. Wiegand who ~~being duly sworn did~~ did affirm and say, each for himself, that he, the said Samuel Butler, Jr. is the President (officer) and he, the said W. A. Wiegand is the Asst. Secretary (officer) of The Sharples Oil Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Samuel Butler, Jr. and W. A. Wiegand each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

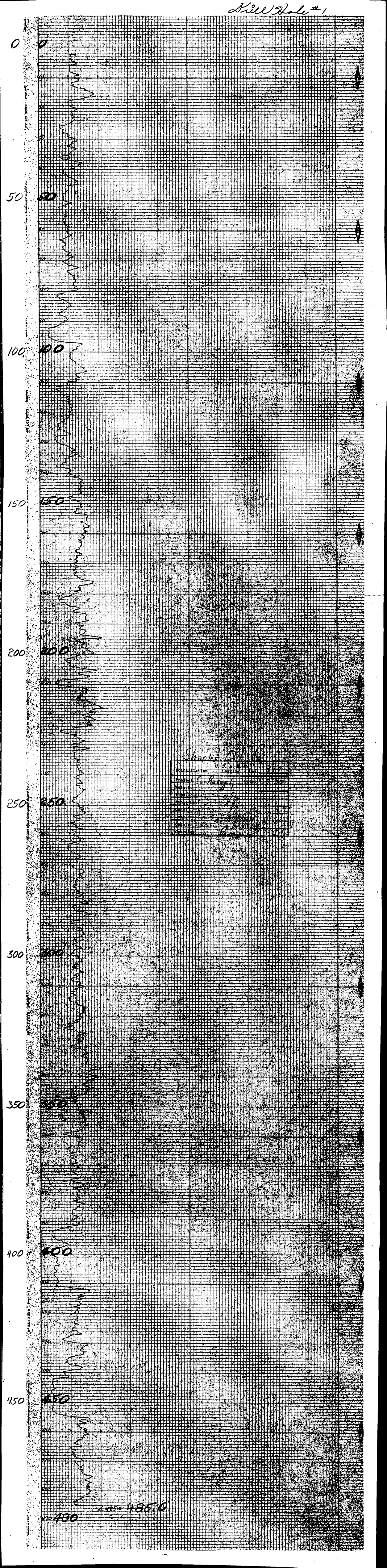
Doris R. Pitt
Notary Public

My commission expires March 3, 1955

Residence Denver, Colorado

Attachment #2-C
The Sharples Oil Corporation
1700 Broadway
Denver, Colorado

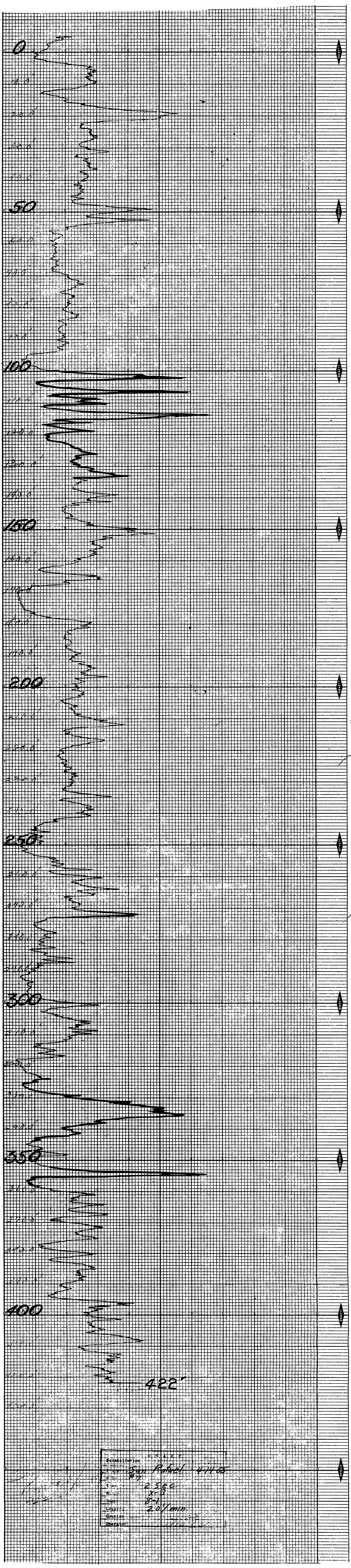
Drill Hole #1



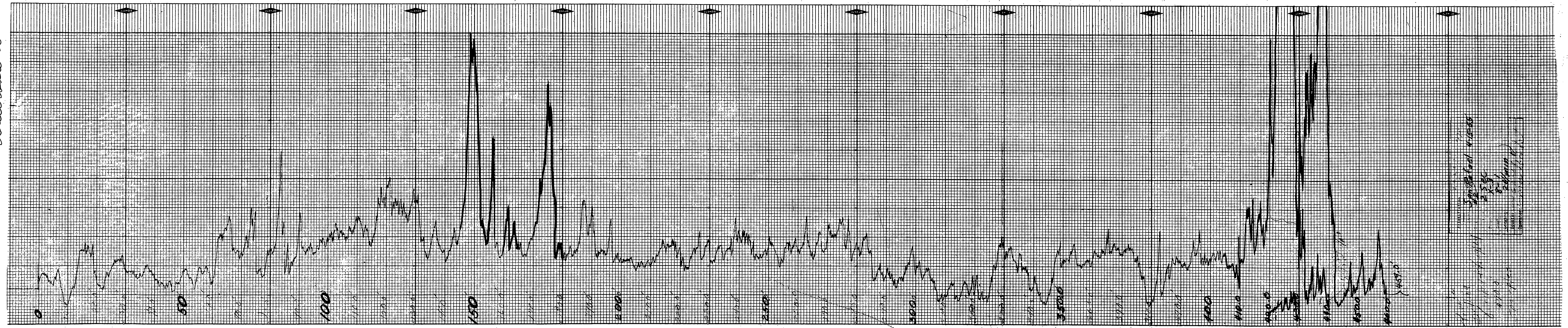
Drill Hole # 3

50.0
100.0
150.0
200.0
250.0
300.0
350.0
400.0
Drill Hole #3
San Rafael 4-14-55
2 Sec
X-9
8-6
Gallup

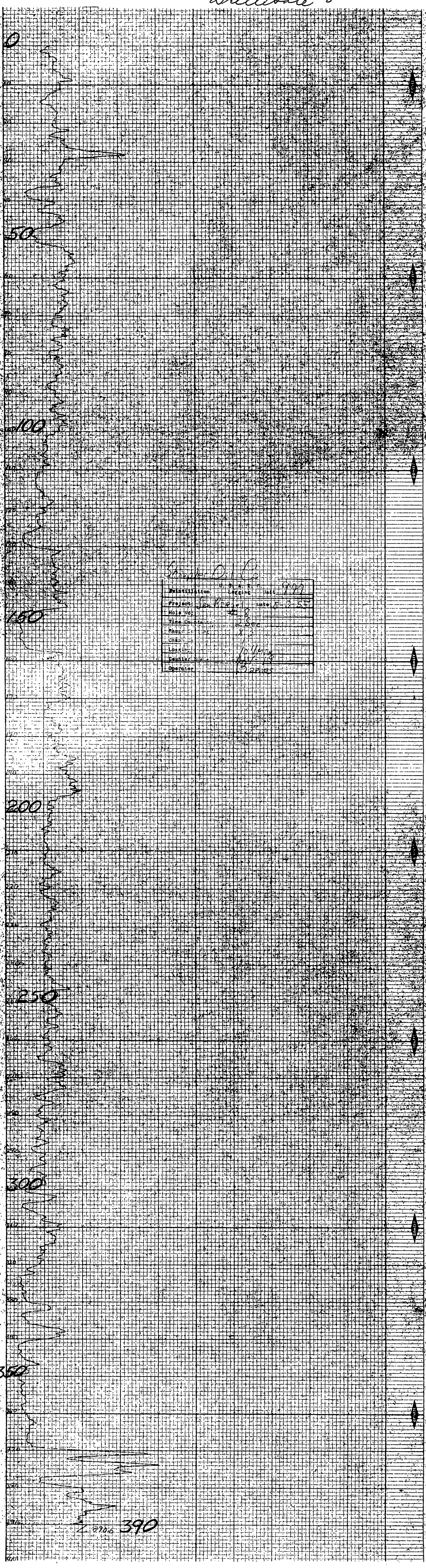
Drill Hole #7


0
50
100
150
200
250
300
350
400
422'
Scintillation
U.S.A.E.C.
Sun Ranch 4-14-66
#7
2 sec
x-3
8-1
20/min.
Counter
Operator

Inserable #2


0
50
100
150
200
250
300
350
400
450
500
550
600
650
700
Spectral Lines
Sample Number

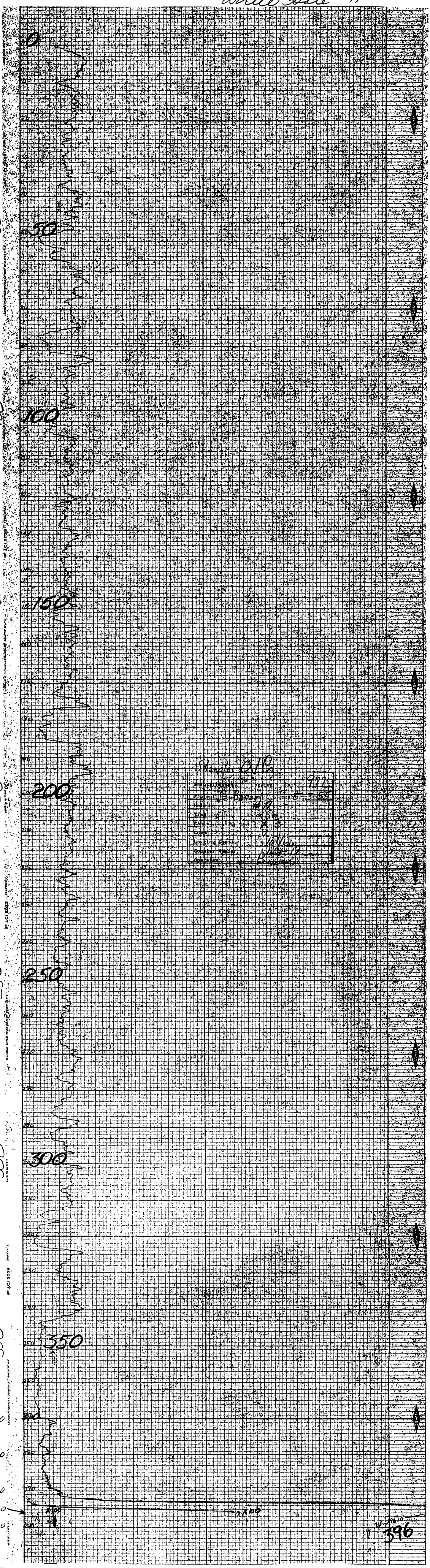
Drill Hole #8


0
50
100
150
200
250
300
350
390
Installation
Project
Hole No.
Operator

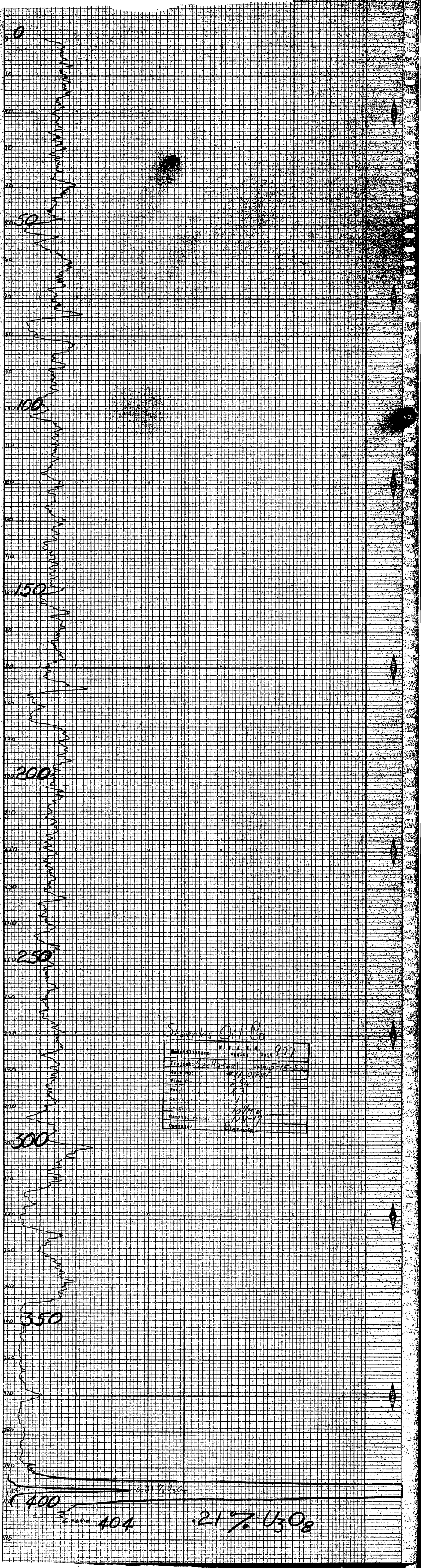
Air File #13

Drill Hole #12

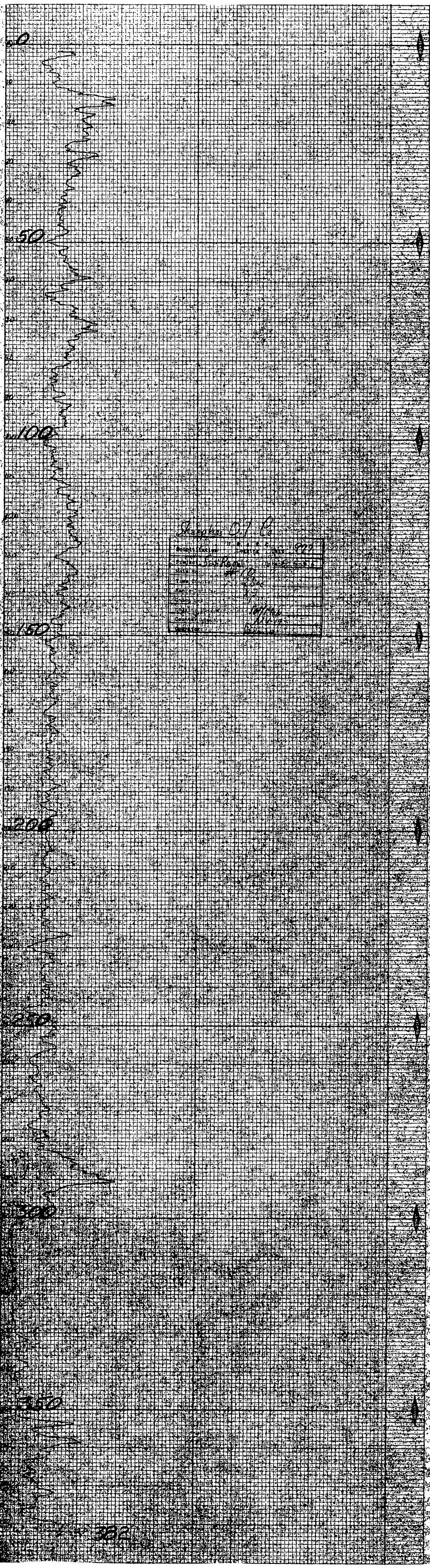
Drill Hole # 11



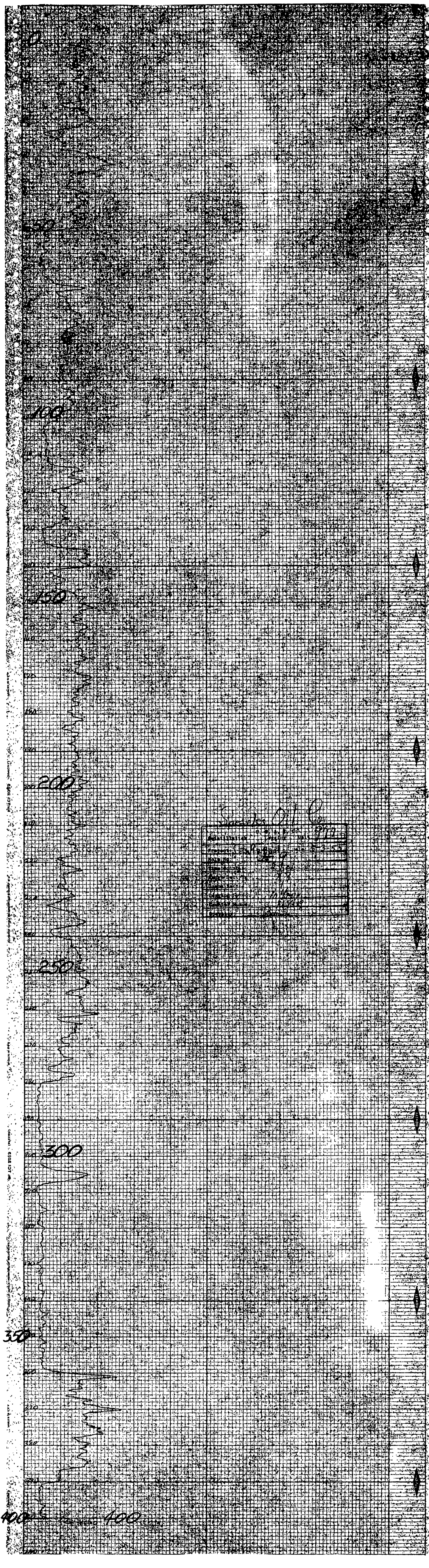
Drill Hole #11-A



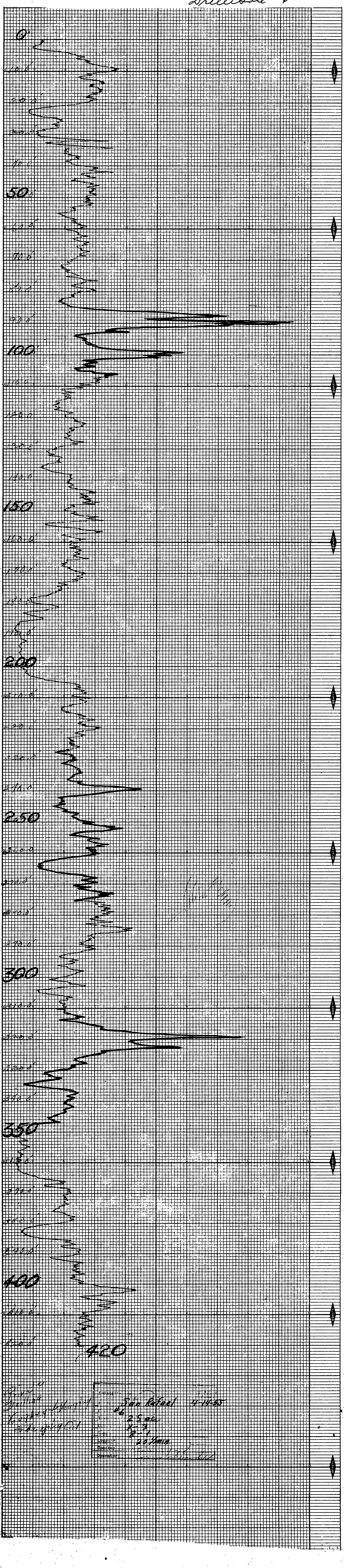
Drill Hole #10



Drill Hole #9



Drill Hole #6


0
10.0'
20.0'
30.0'
40.0'
50
60.0'
70.0'
80.0'
90.0'
100
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130.0'
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190.0'
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210.0'
220.0'
230.0'
240.0'
250
260.0'
270.0'
280.0'
290.0'
300
310.0'
320.0'
330.0'
340.0'
350
360.0'
370.0'
380.0'
390.0'
400
410.0'
420
Drilled by
Logged by
Reviewed by
San Rafael 4-14-55
#6
25 sec
X-3
Z-1
20 Tons
Location
Operator

Drill Hole #5

0
10.0'
20.0'
30.0'
40.0'
50.0'
60.0'
70.0'
80.0'
90.0'
100.0'
110.0'
120.0'
130.0'
140.0'
150
160.0'
170.0'
180.0'
190.0'
200
210.0'
220.0'
230.0'
240.0'
250
260.0'
270.0'
280.0'
290.0'
300
310.0'
320.0'
330.0'
340.0'
350
360.0'
370.0'
384
380.0'
Samples @
Location
San Rafael 4-14-55
#5
2 Sec
X-3
S-1
20/min
Operator

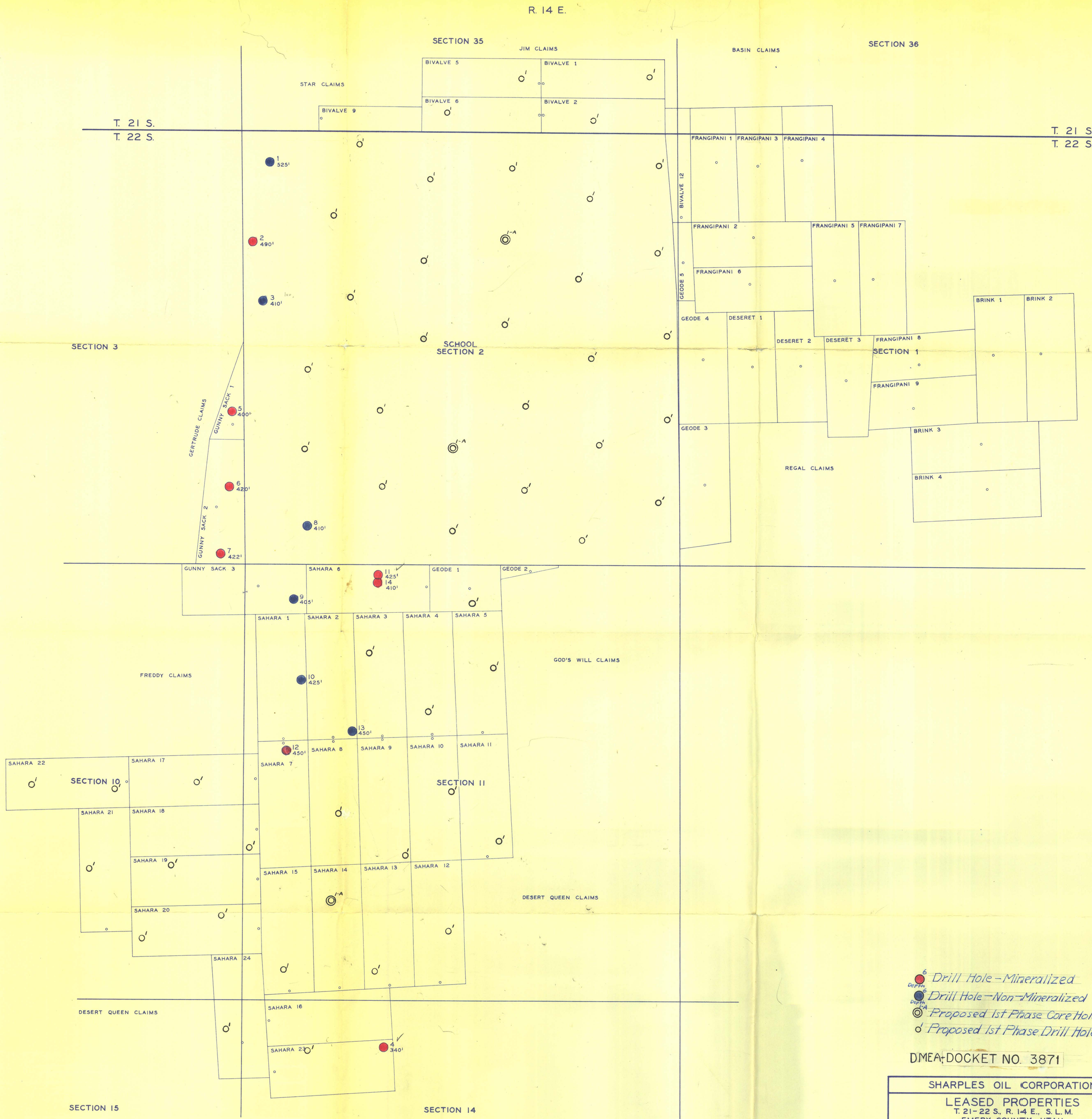
Sharples Oil Corp.

DMEA-3871

SCINTILLATION LOGS

SHARPLES OIL CORP. PROPERTIES

KAROLTON KLASP—9 x 12
MADE BY
THE AMERICAN ENVELOPE CO.
WEST CARROLLTON, OHIO


R. 14 E.
SECTION 35
JIM CLAIMS
BASIN CLAIMS
SECTION 36
STAR CLAIMS
BIVALVE 5
BIVALVE 1
BIVALVE 6
BIVALVE 2
BIVALVE 9
T. 21 S.
T. 22 S.
FRANGIPANI 1
FRANGIPANI 3
FRANGIPANI 4
BIVALVE 12
FRANGIPANI 2
FRANGIPANI 5
FRANGIPANI 7
FRANGIPANI 6
GEODE 5
GEODE 4
DESERET 1
DESERET 2
DESERET 3
FRANGIPANI 8
SECTION 1
FRANGIPANI 9
BRINK 1
BRINK 2
BRINK 3
BRINK 4
SECTION 3
SCHOOL SECTION 2
GERTRUDE CLAIMS
GUNNY SACK 1
GUNNY SACK 2
GEODE 3
REGAL CLAIMS
GUNNY SACK 3
SAHARA 6
GEODE 1
GEODE 2
SAHARA 1
SAHARA 2
SAHARA 3
SAHARA 4
SAHARA 5
FREDDY CLAIMS
GOD'S WILL CLAIMS
SAHARA 7
SAHARA 8
SAHARA 9
SAHARA 10
SAHARA 11
SAHARA 22
SAHARA 17
SECTION 10
SECTION 11
SAHARA 21
SAHARA 18
SAHARA 19
SAHARA 15
SAHARA 14
SAHARA 13
SAHARA 12
DESERT QUEEN CLAIMS
SAHARA 20
SAHARA 24
SAHARA 16
SAHARA 23
SECTION 15
SECTION 14
R. 14 E.
Drill Hole – Mineralized
Drill Hole – Non-Mineralized
Proposed 1st Phase Core Hole
Proposed 1st Phase Drill Hole
DMEA DOCKET NO. 3871
SHARPLES OIL CORPORATION
LEASED PROPERTIES
T. 21-22 S., R. 14 E., S. L. M.
EMERY COUNTY, UTAH
SCHOOL SECTION 2
BIVALVE 1, 2, 5, 6, 9, 12
FRANGIPANI 1 TO 9, INCL.
DESERT 1, 2, 3
BRINK 1, 2, 3, 4
GEODE 1, 2, 3, 4, 5
GUNNY SACK 1, 2, 3
SAHARA 1 TO 24, INCL.
0 500 1000 1500 2000 1/2 MILE
SCALE