

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP DWF NAME South Coast # 17 UNADJUDICATED AREA ? OK DWF
RECEIPT # 94950 S W R NUMBER 117
CHECK ENCLOSURES DWF PRELIMINARY DATA BASE ENTRY DWF
ACKNOWLEDGEMENT LETTER DWF ENTER ON STREAM INDEX _____
CHECK QUADRANGLE MAP CAR CHECK GLO PLATS _____
WATERMASTER CHECKLIST _____ PUBLIC NOTICE PUBLICATION JKF

FORM REVIEW

_____ blanks filled in
_____ signed
_____ date received stamped

MAP REVIEW

source and trib
 diversion point location
 conveyances (pipes, ditch, etc.)
 place of use
 scale
 township, range, section
 north arrow
 CWRE stamp
 disclaimer
 date survey was performed
 P.O.B. of survey
 dimensions and capacity of diversion system
 "beneficial use" type title
 "permanent-quality" paper

WATER RIGHT RECORD CHECK _____ FIELD INSPECTION _____
FINAL FILE REVIEW _____ FINAL DATA BASE ENTRY _____
ENTER ON PLAT CARDS _____

June 29, 1993

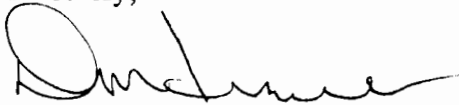
SCOTT RIDLE
PO BOX 176
BANDON OR 97411

RE: SWR-117

Dear Mr Ridle,

This will acknowledge the receipt of the information to be added to your file to support your claim of a pre-1909 vested water right. I will add the information to your file for review in the future. If you have any questions, please give me a call.

Sincerely,

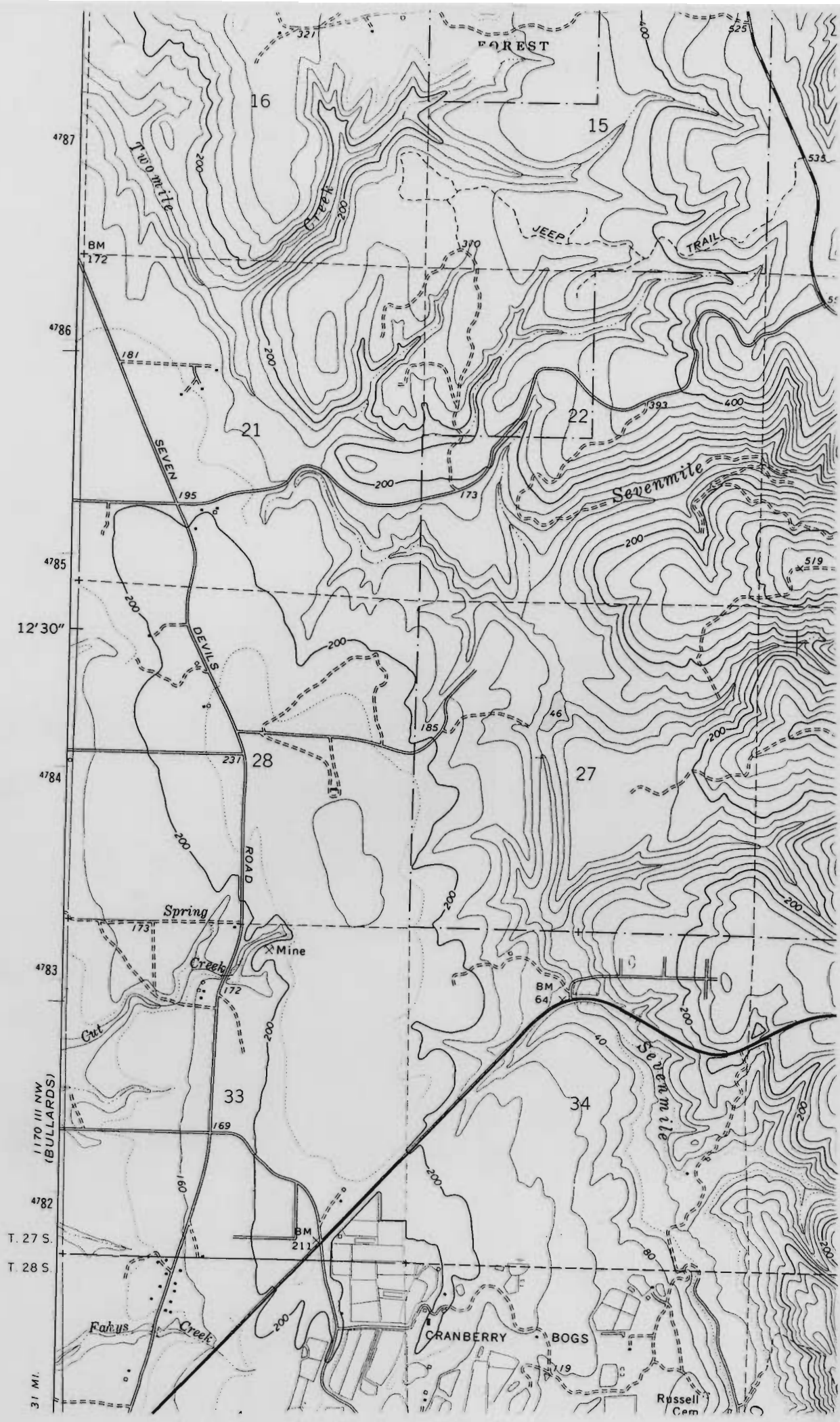


Don Knauer
Adjudication Specialist

j:\w\s\c\1\swr-0117.002



3850 Portland Rd NE
Salem, OR 97310
(503) 378-3739
FAX (503) 378-8130



December 16, 1992

SCOTT RIDLE
PO BOX 176
BANDON OR 97411

RE: Surface Water Registration Statement

Dear Mr. Ridle,

This will acknowledge that your Surface Water Registration Statement in the name of Scott Ridle has been received by our office. The fees in the amount of \$200.00 have been received and our receipt #94950 is enclosed. Your registration statement has been numbered SWR-117.

Our office will review your form and map in the near future. If necessary we will schedule a meeting with you that will include a site inspection. If there are problems with your form we are usually able to take care of them during our visit. We will be able to answer any questions you might have about the adjudication process at that time.

Please feel free to contact this office if you have any questions.

Sincerely,



Dwight French
Adjudication Section

Enclosure



3850 Portland Rd NE
Salem, OR 97310
(503) 378-3739
FAX (503) 378-8130

117

STATE OF OREGON
WATER RESOURCES DEPARTMENT
 3850 PORTLAND ROAD NE
 SALEM, OR 97310
 378-8455/378-8130 (FAX)

RECEIPT # **94950**

RECEIVED FROM: Scott E Riddle
 BY: _____

APPLICATION	
PERMIT	
TRANSFER	

CASH: CHECK: # 24-703 OTHER: (IDENTIFY)

TOTAL REC'D \$ 200.00

01-00-0 WRD MISC CASH ACCT

842.010	ADJUDICATIONS	\$ <u>200.00</u>
831.087	PUBLICATIONS/MAPS	\$
830.650	PARKING FEES Name/month	\$
_____	OTHER: (IDENTIFY)	\$

02-00-0 FEDERAL FUNDS

_____	OTHER: (IDENTIFY)	\$
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03-00-0 WRD OPERATING ACCT

MISCELLANEOUS:

840.001	COPY FEES	\$
850.200	RESEARCH FEES	\$
880.109	MISC REVENUE: (IDENTIFY)	\$
520.000	OTHER (P-6): (IDENTIFY)	\$

WATER RIGHTS:

842.001	SURFACE WATER	EXAM FEE	842.002	RECORD FEE
842.003	GROUND WATER	\$	842.004	\$
842.005	TRANSFER	\$	842.006	\$

WELL CONSTRUCTION

842.022	WELL DRILL CONSTRUCTOR	EXAM FEE	842.023	LICENSE FEE
842.016	WELL DRILL OPERATOR	\$	842.019	\$
_____	LANDOWNER'S PERMIT	\$	842.024	\$

06-00-0 WELL CONST START FEE

842.013	WELL CONST START FEE	\$	CARD #	
_____	MONITORING WELLS	\$	CARD #	

45-00-0 LOTTERY PROCEEDS

864.000	LOTTERY PROCEEDS	\$
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07-00-0 HYDRO ACTIVITY

842.011	POWER LICENSE FEE(FW/WRD)	LIC NUMBER	\$
842.115	HYDRO LICENSE FEE(FW/WRD)		\$

_____	HYDRO APPLICATION	\$
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RECEIPT # **94950**

DATED: 12/11/92

BY: C. Engel

Distribution—White Copy-Customer, Yellow Copy-Fiscal, Copy-Fiscal

File SWR 117

RECEIVED

JUN 29 1993

WATER RESOURCES DEPT.
SALEM, OREGON

Since 1867 the Eagle Mine has been a patented mine. Water rights were claimed and used constantly over the years to separate the minerals in the sand. Almost everything invented for black sand mining has been tried at the Eagle Mine. It has been constantly leased due to its marginally profitable mineral content and water supply.

Signed J. L. Lidel
6/24/93

RECEIVED

SWR-117

JUN 29 1993

WATER RESOURCES DEPT.
SALEM, OREGON

Bill Wehner, a Bandon school teacher, has stated that he remembers a mine operation in progress almost constantly since his family moved to Bandon in 1952

Bill Will, a log buyer for Bohemia told me in 4/93 that he was at the mine in 1953 and a mine operation was in progress

1967 Centrifugal system working at mine
1968 - 1978 a Mr. Wayne Thompson from Reno held the lease and experimented with his own recovery system.

1980 Spencer operated a screening, washing plant for gold

1983 - Bud Burns has leased + operated the Eagle Mine with a screening, washing plant and two shaker tables

RECEIVED 7

JUN 29 1993

WATER RESOURCES DEPT.
SALEM, OREGON

- 1867 Mining Claims Recorded
(Book I page 2)
to gether with water rights
- 1873 mine sold to Joseph Potts from Lockhart et al
Book of mines I page 191
- 1912 - Permit for water usage
- 1913 - lease to H.J. Kaufman
- 1914 - lease between Zeek and Independence Mining Co.
Book 3 page 317, 318, 319
water permit # 1372, 1'
- 1918 - See photo of mine in operation
- 1921 - Zeek lease to Robert Ferguson
water rights issued
- 1923 - Zeek lease to Metal Extraction Co. for five years
(Book 4 page 268, 269)
- 1927 Report by J.D. Merren
- 1930 - lease recorded between Zeek and W.H. Clark
(page 570 - 571 Book of mines Coos County courthouse)
- 1934 - Report by Purdee talks of work in Pit
- 1939 - ~~Report by Purdee~~
- 1943 Porter Bros Corporation ~~Pitt~~
- 1945 - See Report by Briggs 1945 in 'Geology and
Mineral Resources of Coos County' refers to
enlargement of Pit in recent years
- 1952 - State Dept of Geology and mineral Industries
Report work and equipment in Pit in 1952
leased to Coast Minerals Company.

WATER RESOURCES DEPT.
SALEM, OREGON

Hinches Mining Camp District
January 29th 1867. This Notice is to certify that the
Eagle Mining Company claims this Gulch from
the Mouth up to the forks for the purposes of a
dumping ground and a water privilege
This the 29th Mining Eagle Company
day of Jan / 767

Recorded Jan 29th 1867

David Morse of Recorder Coos Co Oregon

Hinches Mining Camp, July 10th 1867
Notice is hereby given that the undersigned claims one
Mining Claim of three hundred feet of Mining ground
on the Black Sand Lead, Running South from
John Bates Claim and in good faith intend to work
the same Thomas Beatty

Recorded July 10th 1867

David Morse of, Recorder Coos Co Oregon

Hinches Mining Camp, July 6th 1867

Notice is hereby given that the undersigned have
this day given notice to the Miners of this District
all to whom it may concern on account of not
having water to work said Claim the same will
be laid over for the period of one year according to
the Mining laws of Hinches District, Richard Hill

Recorded July 6th 1867

David Morse of Recorder Coos Co Oregon

Notice the undersigned claims three hundred feet on the Black
sand Lead, commencing at the South End of Hinches Claim
(formerly of Bates) and running southerly following the
angles of the Lead M. M. Bates

Hinches Mining Dist July 11th 1867

Recorded July 11th 1867

David Morse of Recorder Coos Co Oregon

said land is obtained to convey the same in fee simple to said Potts, his heirs and assigns.

And said obligators further covenant and agree to and with said Potts to convey to him, his heirs and assigns any and all lands contiguous to said Mining Claim which they may obtain in their own names or that of said Eagle Mining Company by virtue of any application to purchase the same by said Eagle Mining Co. on the payment to the said obligators their heirs and assigns within the Period of Five months from the date hereof by the said Joseph Potts his heirs and assigns the sum of Forty thousand Dollars in United States gold coin.

Now if the said obligators shall will and faithfully do and perform all the conditions herein set forth then this obligation to be void otherwise to remain in full force

Executed in presence of	} F. G. Lockhart A. J. Moody David Morse John Bates	} Seal Seal Seal Seal
Indenture made before		
Intermediaries made		
before signing		
W. H. Jackson J. B. Winchester		

Schedule "A"

- 1 Black Smith's Shop and Tools
 - Reduction works Building, together with Water Tanks Pipes etc
 - 3 Mought Iron Skells
 - 3 least " "
- over

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WATER RESOURCES DEPT.
SALEM, OREGON

Know all men by these presents that
 We F. G. Lockhart, T. J. Moody, David
 Morse and John. Bates all of
 Lewis County Oregon are held and firmly
 bound unto Joseph. Potts of said Lewis
 County in the Penal sum of Forty Dollars =
 and Dollars, to the payment of which
 sum well and truly to be made we bind
 ourselves our heirs executors and admin-
 istrators firmly by these presents, sealed
 with our seals and dated this 13th day of
 October 1873,

The condition of this obligation is that
 the above bound obligators have this
 day bargained and agreed to sell and
 convey unto the said Joseph Potts his
 heirs and assigns, on the conditions
 hereinafter stated and set forth the
 following described Mining Claim
 Situate in Lewis County, Oregon and
 designated as follows: Twenty four
 hundred linear feet, commencing at the
 North line of Lane H's Mining ground
 and two hundred feet more or less south
 of the South line of Section No 28. & 27.
 S. R 14 N. Mill Nur, thence running
 Northerly or North Westerly on said
 lead or deposit of gold bearing black
 sand Twenty four hundred linear feet,
 being all the mining ground claimed
 and owned by the Eagle Mining Com-
 pany of Lewis County Oregon

Together with all the privileges and
 appurtenances therunto belonging
 or in any wise appertaining, also
 all water ditches, ~~belonging and~~

JUN 2 1993

WATER RES
SALEMREG. DEPT.
OREGON

building and mining improvements, connected with situated on or belonging to said mining ground or claim, & embracing every lean, car, material Black Smith Shop and Tools, Carpenter Shop and Tools and all mining tools now used or employed about said mining claim, and more particularly described in schedule A, hereto annexed and made a part of this instrument

And also Fifty shares of the Capital Stock of the Black Sand Canal Company of Leewards County, it being one half of the Capital Stock of said Company, The property of said Company embraces about Eight miles of ditch and flumes more or less and the tail race now used in working said mining claim, It being the intention of the within named Obligators to include all the real and personal property owned or claimed by the Company, known as the Eagle Mining Co., in Leewards County aforesaid The within named obligators hereby further covenant and agree to and with the said Joseph. Potts his heirs and assigns, to do and perform all acts necessary and proper to obtain a title from the Government of the United States to all the land in which said Twenty four hundred linear feet of said deposit of gold bearing black sand is situated (The land or legal subdivisions to be selected by said Potts or his heirs or assigns) and when the title to

JUN 29 1993

State of Oregon: *Coos County Court House* WATER RESOURCES DEPT.
 County of Marion: ss. This is to certify that I have examined the foregoing application for
 with the accompanying maps and data, and return the same for correction or completion, as
 follows: For transfer to printed form- fees. In order to retain its priority, this application
 must be returned to the State Engineer, with corrections, on or before Nov. 2, Nov. 1912.

WITNESS my hand this 3 day of October, 1912.

John H. Lewis, State Engineer,
L. A.

State of Oregon:
 County of Marion: ss. This is to certify that I have examined the foregoing application and
 do hereby grant the same, subject to the following limitations and conditions: The Priority Date
 of this Permit is July 29, 1912. The amount of water appropriated shall be limited to the
 amount which can be applied to beneficial use and not to exceed 12.50 cubic feet per second.
 Actual construction work shall begin on or before November 14, 1913, and shall thereafter be
 prosecuted with reasonable diligence and be completed on or before November 14, 1915.

Complete application of the water to the proposed use shall be made on or before November
14, 1917.

WITNESS my hand this 14th day of November, 1912.

John H. Lewis,
State Engineer,

Salem, Oregon, November 13, 1913.

Mr. M. J. Zeek,
Bandon, Oregon.

Dear Sir,- I am in receipt of your letter of the 10th inst. transmitting notices of beginning
of construction under Permits Nos. 1373 and 1374. No notice was enclosed covering Permit No.
1372.

You are allowed until November 14, 1915 within which to complete construction work under
Permits Nos. 1373 and 1374, and no specific requirements for each intervening year are made by
the State Water Board. As long as due diligence is shown in the prosecution of work, and all
the works described in the permit are completed at the expiration of the time limit, your right
will be amply protected. Notice of prosecution of work should be made next year on Form D, and
in 1915 on Form B.

Recorded December 22, 1913, 3:30 P.M.
James Watson, County Clerk.

Very respectfully,
M. F. Mers, Secretary.

107.

LEASE.

THIS LEASE is made in three copies, and entered into this 19th day of December, 1913, by
 and between M. J. Zeek and C.B. Zeek, who are some times known as the Independence Mining
 Company, an unincorporated association, both and all of them being of Bandon, Coos County,
 State of Oregon, who are the first parties herein and are hereafter known as Lessors, and
 H.J. Kaufman of the City and County of San Francisco, State of California, who is the second
 party herein, and who with his successors in interest, assigns, or other legal representatives
 are hereafter referred to in this lease as Lessee, and of the agreement between the respective
 parties, this lease

Deposited

JUN 29 1933

acknowledged, and for further sums to be paid, and for other considerations hereafter mentioned, lessors have let and leased, and by these presents do hereby rent, sell and lease unto said H.J. Kaufman, successors in interest, assigns or his legal representatives certain land, and also water rights appurtenant thereto, the said land being described as:

Seventy five (75) acres more or less heretofore known as the Eagle mine, and located within the West half of the South East Quarter of Section twenty eight (28), (being all of said subdivision excepting a strip of five acres across the North end thereof), also a five acre parcel of land described as the West half of the North Half of the North Half North West quarter of the North East quarter of Section thirty three (33), also the North East quarter of the North West quarter said Section thirty three (33), all of the foregoing sections and parcels thereof being in township twenty-seven, South of Range Fourteen West of the Willamette Meridian in Coos County State of Oregon,

Hereby giving and granting unto lessee during the term of this lease, and as long as the same shall be in effect, the right to mine, any and all of the ground, earth and sands on, in and under the lands above described, in any reasonable and minerlike manner or in any capable manner whatsoever, and for such purpose may install, maintain, and operate machinery, and may build and construct any and all necessary shops, sheds, houses or other tenements thereon as may be necessary, and extending to lessee the right to extract the valuable minerals therefrom and to take and carry away the same, also granting the right to use any necessary timbers on said premises for mining and domestic purposes, excepting cedar which shall not be so used, or at all. With the above described land this lease also includes and extends to lessee, the right to the use of the waters as described in and made the subject of permit number 1373, as issued by and from the office of the State Engineer, of the State of Oregon, which permit is by this reference hereby incorporated into and made a part hereof, and the use of the waters under said permit, and all of said waters therein provided for are hereby granted and extended to Lessee, for so long as this lease shall be and remain in full force and effect, but it is further provided that at any time that lessees fail to use all or any of such waters, then that lessors may use the surplus, or all of such waters, so long as such use does not in any way interfere with the use thereof by Lessee, but lessee has the prior right to the use thereof over lessors, and it is further provided that lessee shall do the work of improvement upon the dams, reservoirs, ditch, etc., necessary to hold such water under the permit, and shall do the work contemplated in the said permit, and the application therefor, and shall have the said work completed by November 14th, 1915.

By way of further particulars, it is hereby mentioned, that the waters mentioned in said permit are the waters of Seven Mile Creek which are to be conveyed to lot 1 in Sec. 33 in Tp. 27 South of Range 14 W. W.M., and the improvement consists of the construction of the necessary ditches, flumes etc., in order to convey such water from source to terminus., Hereby granting the lessee the right to use said waters for mining purposes on said land.

All of the foregoing rights and privileges, shall extend for a period of ten years and this lease is made for the term of ten years from the date hereof, providing it shall not be broken, in whole, nor as to any or either of the following covenants which are to be kept and performed by lessee and which he has agreed to so keep and perform, and which covenants are:

JUN 29 1993

above mentioned, lessee shall pay all taxes that may accrue upon the said ^{WATER} also the
 tenements, improvements or other additions thereon, or thereto, which payment of taxes by
 lessee shall begin with and include the 1914 tax which becomes due in the spring of 1915, and
 shall also pay to lessors in addition to such initial payment the sum of \$125. per month for the
 first year of this lease, which payment shall be cash in advance upon the first day of each and
 every successive month, beginning with the first day of April, 1914, with this provision, that
 should ten per cent of the gross out put of any month and every month during such first year,
 exceed the sum of \$125 in value, then the lessee shall add to said sum of \$125 such sum as,
 when added to the said \$125 shall equal ten per cent of the said clean up., and by the gross clean
 up is meant the mineral assay value. After the first year the payment so due on the first of
 each month, for the remainder of the life of this lease, shall be the sum of One Hundred Fifty
 (\$150) Dollars, with the provision that if ten per cent of the gross clean up exceeds \$150, then
 lessee shall add to the \$150 payment such sum as when so added his monthly payment will equal the
 said sum of ten per cent of the clean up. All payments by lessee to lessors shall be made at
 Bandon, Oregon, in Gold Coin. Now the payments so made in cash on the first of one month shall
 apply on the ten per cent of the next following month. But further provided that in case of a shut
 down or general suspension of work, the cash payments shall be made as above provided, and shall
 be considered as rental for said premises, and for no other purpose, and do not apply on any
 payment of royalty. Lessee must within 20 days from date hereof install on said lands, at his
 own cost and expense a mineral concentration and extraction plant or machine, in good minerlike
 manner, with a capacity of at least 50 yards or tons of sand, dirt or earth per day, which
 machine or plant so installed must be required to save at least 80% of the values in the sand or
 earth handled. Lessee further agrees that he will operate said plant at least six months in each
 year, and that 20 full days work shall be required to constitute a month, and each day of
 eight hours each. That Lessee shall be required to increase the capacity of such machine or plant
 to at least 200 tons per day, on or before the expiration of one year from date hereof, and shall
 operate the same, as above provided for 6 months of 20 days each of 8 hours each, consecutively
 each year, excepting only breakdowns, unavoidable accidents necessitating the shutting down the
 plant, or a general labor strike directly effecting said plants, or general calamity.

Should Lessee abandon or breach this lease, then all money so paid shall be deemed rent, and
 shall not be repaid by lessors to lessee, but shall be and remain the property of lessors. Also
 all structures, buildings, erections or tenements, also any and all machinery installed thereon
 shall be left by lessees, and be and become the property of lessors, and also all improvements on,
 or additions to or construction of flume, dams etc in connection with the water above mentioned
 shall remain and become the property of lessors, including excavations, fills, dams, headgates,
 ditches, canals, flumes, reservoirs, pipes etc., Failure to pay rent or any installment thereof
 when due for a period of thirty days is hereby stipulated to be such a breach of this lease as will
 warrant and authorize lessor to declare this lease broken, and to take possession thereof, or the
 abandonment of work for a longer time than that mentioned above will render a forfeiture of this
 lease.

Lessee agrees that upon such breach or abandonment of said premises, that on demand
 of lessors he will give quiet and peaceable possession thereof, or on failure to do so, be

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WATER RESOURCES

SALEM, OREGON

sum that the Court may adjudge to be reasonable for a attorneys fees in case of an action for possession thereof, and lessee also covenants that in case of abandonment or any termination of this lease, that he will make, execute, acknowledge and deliver to lessors herein a reconveyance and release of said premises by a quit claim or other proper release thereof without cost to lessors, and free from any incumbrance which may have been placed thereon by lessee.

IN WITNESS WHEREOF the respective parties have hereto set their hands and seals this 19th day of December, 1913.

Before us as witnesses:
C. B. Zeek, C. R. Wade,

M. J. Zeek,
C. B. Zeek,
Lessors, and first parties,
H. J. Kaufman,
Lessee, Second party.

(Seal)
(Seal)
(Seal)

State of Oregon:
County of Coos :ss. THIS IS TO CERTIFY, That on this 19th day of December, 1913, before me the undersigned a Notary Public in and for the said County and State, personally appeared the within named M.J. Zeek and C.B. Zeek, personally known to me to be the identical persons described in and who executed the within instrument and who acknowledged to me that they executed the within instrument freely and voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial Seal this said 19th day of December, 1913.

C. R. Wade,
(Seal) Notary Public for Oregon.

State of Oregon:
County of Coos :ss. This is to certify, That on the 19 day of December, 1913, before me, the undersigned a Notary Public in & for the said County & state, personally appeared the within named H. J. Kaufman, personally known to me to be the identical person, described in & who executed the within instrument & who acknowledged to me that he executed the within instrument freely & voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial Seal this said 19th day of December, 1913.

Recorded December 27, 1913, 11 A.M.
James Watson, County Clerk.

C. B. Zeek,
(Seal) Notary Public for Oregon.

108. NOTICE OF LOCATION, PLACER.

NOTICE IS HEREBY GIVEN that the undersigned having complied with the requirements of Chapter VI of Title 32, of the revised statutes of the United States, and the local customs, laws and regulation has located 160 acres of placer mining ground situated in the Rock Creek Mining district Coos County, Oregon and described as follows:

Commencing at this notice and running South 700 feet, to stake No. 1, thence West 2000 feet to stake No. 2, thence North 2640 feet to stake No. 3, thence East, 2640 feet to stake No. 4, thence South 2640 feet to stake No. 5, thence West 640 feet to stake No. 1, thence North

156. Tunnel Claim-- Location Certificate.

WATER RESOURCES DIVISION
SALEM, OREGON

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, citizens of the United States, have this 10th day of December, 1914, claimed by right of location, a tunnel claim, for the purpose of discovering and working veins, lodes or deposits on the line thereof (cutting the lode, and working the lode). Said tunnel claim is situated in the Johnson Creek Mining District, County of Coos, State of Oregon, and the location and bounds of said tunnel are staked on the surface at the place of commencement and termination thereof, as well as along the line thereof. Said claim is more particularly described as follows:

To be known as the Johnson Mountain Tunnel Claim Number Three (3), beginning at the East end of tunnel line running West 3,000 feet, hence South 1500 feet, hence East 3,000 feet, hence North 1500 feet to tunnel line, hence 1500 feet North to North East corner post, hence 3,000 feet West to North West corner post, hence South 1500 feet to tunnel entrance, where notice is posted near John W. Gilchrist's tunnel claim Number Two (2) Coos County Oregon, Township 32, Range 12, Section 27. Located in the name of Alex C. Shaw and Joseph Schillings, by

Witnesses:

E. C. Roberts, J. R. Benson,
Dated December 10th, 1914.

Andrew Greer,
Locator.

Recorded January 5, 1915, 2:30 P.M. (10 Cents Internal Revenue stamp cancelled, A.G. Dec. 10, 1914)
Robt. R. Watson, County Clerk.

157. CONTRACT prepared and executed in duplicate by and between M.J. Zeek and C.B. Zeek, of Bandon, Oregon, first parties, and The Independence Mining Company, of Coos County, Oregon, an unincorporated association, which with its successors in interest and lawful representatives, are hereinafter known as parties of the second part and referred to as such, including their successors in interest, assigns, or other lawful representatives.

THIS CONTRACT WITNESSES: That for the sum of Two Hundred Dollars (\$200.00) paid at the execution hereof, and other sums hereafter to be paid, and certain conditions imposed by the first parties which are to be kept and performed by the second parties as a covenant and as part of the considerations, which are hereafter expressed in detail, the first parties have rented and leased, and by these presents do hereby rent, let and lease unto second parties certain premises described as

Lot No. Forty (40), being the Eagle Mining Claim, in sections Twenty-eight (28) and Thirty-three (33), Township Twenty-seven (27) South of Range Fourteen (14) West of the Willamette Meridian, and the Northeast quarter of the Northwest quarter of said Section 33, Township and Range aforesaid, all being patented land.

Hereby giving and granting unto second parties, also known as lessees, during the life of this lease, the entrance to and the right to possession of all of the premises above described and all buildings and machinery thereon; also granting them hereby the right to mine the said premises and any and all of the ground, earth, soils and sands on, in and under the lands described, in any reasonable and minerlike manner, or in any capable manner whatsoever, and for such purpose may install, maintain and operate machinery, and may build, and construct, and all necessary sheds, sheds, houses, or other tenements thereon, to

such extent as second parties may deem necessary; and also hereby extending to second parties the right to extract, take, and carry away any and all valuable minerals, and also granting them the right to use any and all necessary timbers for mining or for domestic purposes, excepting white cedar saw timber, which is hereby expressly reserved by first parties and excepted from the privileges hereby granted; reserving also all buildings, machinery, tools and appliances of every kind, and right of way along creeks for tail races.

The further consideration hereof is that first parties will assign and hereby agree to extend to second parties the right and privilege to use any water rights appurtenant to said premises now held by first parties; provided, always, that second parties must improve said water rights in the manner required by law. This contract or lease, and all of the foregoing privileges, shall extend for a period of five (5) years from the date hereof, to-wit, the 11th day of January, 1915, after which time this lease shall expire unless sooner terminated by default or the breach of the conditions hereafter named.

For and in consideration of the rights and privileges from the first to the second parties above mentioned, second parties are bound and so hereby covenant as follows:

That in addition to the initial consideration of \$200.00 paid at the execution hereof, that there shall be paid each month Two Hundred Dollars (\$200.00) on the first day of each and every successive month thereafter during the life of this contract, hereby designated as the monthly rental for said premises. For the privileges granted herewith, and as a further consideration hereof, it is agreed that the first parties shall have, as further rental for said premises and for the mineral values extracted therefrom, ten per cent of each month's gross assay mineral value or output, that is to say, ten per cent of each month's gross mineral assay value, and if ten per cent thereof exceeds the monthly rental above mentioned, then second parties shall add to said monthly rental such sum as shall equal the said amount of ten per cent, but said monthly rental in the flat sum of \$200.00 shall be due whether said ten per cent equals that sum or not. Provided, however, that second parties shall not be required to account for any mineral assay values extracted from said premises before April 1st, 1915, other than the flat consideration of \$200.00 per month above mentioned. In the event of a shut-down or general suspension of the work, the cash payments or flat monthly rental shall nevertheless be due and payable, regardless of whether any mineral values be extracted from the sands or not.

Said second parties agree that they, or representatives, will have installed on said premises not later than March 1st, 1915, good and adequate machinery which will properly mine, treat and extract at least eighty per cent of the mineral values found in the sands worked, and which will handle not less than fifty cubic yards of earth per day. The first parties hereby reserve the right to work and treat tailings left by the second parties. The second parties shall be required to operate said plant at least six months in each year, in a good, minerlike manner, provided that twenty full days shall be required to constitute a month, eight hours' work to constitute one day, and that of the six months' idleness permitted each year, there shall not be more than one month of such idleness or inoperation at any one time.

Should the second parties, assigns, or other representatives, breach or abandon this lease or contract, then all money so paid shall be deemed rental and shall be the property of the first parties and shall not be required to be repaid, and also any and all structures, buildings,

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WATER RESOURCES DEPT.
SALEM, OREGON

the right to extract, take, and carry away any and all valuable minerals, and also granting them the right to use any and all necessary timbers for mining or for domestic purposes, excepting white cedar saw timber, which is hereby expressly reserved by first parties and excepted from the privileges hereby granted; reserving also all buildings, machinery, tools and appliances of every kind, and right of way along creeks for tail races.

The further consideration hereof is that first parties will assign and hereby agree to extend to second parties the right and privilege to use any water rights appurtenant to said premises now held by first parties; provided, always, that second parties must improve said water rights in the manner required by law. This contract or lease, and all of the foregoing privileges, shall extend for a period of five (5) years from the date hereof, to-wit, the 11th day of January, 1915, after which time this lease shall expire unless sooner terminated by default or the breach of the conditions hereafter named.

For and in consideration of the rights and privileges from the first to the second parties abovementioned, second parties are bound and so hereby covenant as follows:

That in addition to the initial consideration of \$200.00 paid at the execution hereof, that there shall be paid each month Two Hundred Dollars (\$200.00) on the first day of each and every successive month thereafter during the life of this contract, hereby designated as the monthly rental for said premises. For the privileges granted herewith, and as a further consideration hereof, it is agreed that the first parties shall have, as further rental for said premises and for the mineral values extracted therefrom, ten per cent of each month's gross assay mineral value or output, that is to say, ten per cent of each month's gross mineral assay value, and if ten per cent thereof exceeds the monthly rental above mentioned, then second parties shall add to said monthly rental such sum as shall equal the said amount of ten per cent, but said monthly rental in the flat sum of \$200.00 shall be due whether said ten per cent equals that sum or not. Provided, however, that second parties shall not be required to account for any mineral assay values extracted from said premises before April 1st, 1915, other than the flat consideration of \$200.00 per month above mentioned. In the event of a shut-down or general suspension of the work, the cash payments or flat monthly rental shall nevertheless be due and payable, regardless of whether any mineral values be extracted from the sands or not.

Said second parties agree that they, or representatives, will have installed on said premises not later than March 1st, 1915, good and adequate machinery which will properly mine, treat and extract at least eighty per cent of the mineral values found in the sands worked, and which will handle not less than fifty cubic yards of earth per day. The first parties hereby reserve the right to work and treat tailings left by the second parties. The second parties shall be required to operate said plant at least six months in each year, in a good, minerlike manner, provided that twenty full days shall be required to constitute a month, eight hours' work to constitute one day, and that of the six months' idleness permitted each year, there shall not be more than one month of such idleness or inoperation at any one time.

Should the second parties, assigns, or other representatives, breach or abandon this lease or contract, then all money so paid shall be deemed rental and shall be the property of the first parties and shall not be required to be repaid, and also any and all structures, buildings, erections or tenements, and all machinery, tools, appliances and improvements placed thereon by



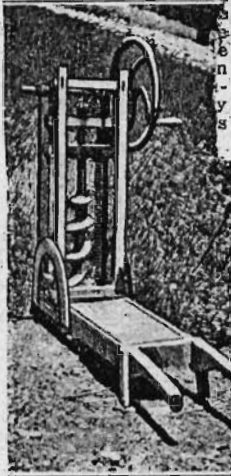
Figure 13. Gold mining in the early 1900's at Whiskey Run. (Photo courtesy of Melvin McKinney)



Figure 14. Gold mining in 1918 at the Eagle mine. (Photo courtesy of Melvin McKinney)

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whole may then be wheeled to the site of
operation.

Boy Invent
\$5,000,000

Olympia, Wash., April
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Universal Generator cor
Grant Hinkle, secretary
capital stock is \$5,000,000
porators, are Alfred M.
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Kirby, Texas, president of
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lands. *Water World, July 1921*
WATER RIGHTS ISSUED

Bandonians Get Permits to Appropriate Creek Waters

A number of water rights have been issued by the state engineer to Coos county people. They are as follows:

To M. J. Zeek, of Bandon, covering the appropriation of water from Cut creek for mining purposes, at an estimated cost of \$1,000.00.

To R. O. Boykin, of Bandon, covering the appropriation of water from Seven Mile creek for mining purposes.

To J. D. Barklow, of Arago, covering the appropriation of water from Halls creek for irrigation of 13.7 acres of land.

To Myrtle Christensen, of Sitkum, Oregon, covering the appropriation of water from an unnamed creek for domestic supply, the installation to cost approximately \$250.00.

To School District No. 32, McKinley, Oregon, covering the appropriation of water from a spring and branch, for domestic supply, at an estimated cost of \$1,000.00.

Water rights
Issued

Page 268, 269

Book 4

Notice is hereby given that the undersigned, a citizen of the United States, over the age of twenty-one years, has located one mining claim to be known as the Luck Boy No. 2 mining claim.

That I, the undersigned, did, on the 21st day of November, 1922, locate a Quarter Section Claim of 600 by 1500 feet, situate in the County of Coos, State of Oregon and more particularly described as follows: Situated in Agness unorganized mining district State of Oregon, County of Coos, laying on the head waters of Rock Creek, on the South side of Iron Mountain 1 1/2 miles North of what is known as Ophar Mountain, about 5 miles South East of Illahe and about 11 miles North East of Agness. This claim joins what is known on record as Anaconda No. 4 mining claim located on the South East slope of Iron Mountain about 1/2 mile North of what is known as the J. R. Smith placer claim on Rock Creek, State of Oregon, County of Coos.

(Description of location)

Beginning at the South West corner of Anaconda Mining Claim No. 4, and running West 600 feet to a stake marked; North West corner. Then, North 1500 feet to a stake marked; North East corner. Then West 600 feet to a stake marked; North West corner. Then 1500 feet South at the place of beginning. To be known as the Luck Boy mining claim No. 2. and that I intend to hold and work said above described claim as provided by the local laws and regulations, and the customs and rules of miners and mining statutes and laws of the United States.

Dated at The mining claim this 21st day of November, A. D. 1922.

Located by J. R. Smith.

Marguerite Minjourlet (Seal)

State of Oregon, County of Coos. SS. I hereby certify that the assessment work on the within described claim has been done as required by law described as follows: Digging open prospecting hole four ft. by eight feet by ten feet deep. This work performed in July, 1922.

John R. Smith.

Subscribed and sworn to before me this 1st day of February, 1923.

Recorded February 9, 1923. 11:00 A.M.
I. F. Bunch, County Clerk.

John Nielson
Notary Public for Oregon
My notarial commission expires July 1, 1923
(Notarial Seal)

737-

NOTICE IS HEREBY GIVEN

That M. J. Zeek and C. B. Zeek, of Bandon, Oregon, Coos County, are the owners of the several tracts of land and other property hereinafter described and named herein, as follows: Being all of the Eagle Mining Claim, Lot #40 in Section 28 and 23, and an undivided two-thirds (2/3) interest in the Independence Mining Claim, consisting of lots 1 and 2 and NE. 1/4 of the N.W. 1/4 of Section 27 (all above is patented land) Also the old Black Sand Mine Ditch from Seven Mile Creek in Sec. 27, Township 27 S. R. 14 W.W.M. to above described lands in Sec. 28, and 23, Township 27 S. R. 14 W.W.M.

that on Sept. 20 1922, said M. J. Zeek and C. B. Zeek made, executed and delivered a Lease and on the above described property to Metals Extraction Company and their associates and assigns, for five years from date conditioned on terms and agreements of lease as set forth therein. All persons are hereby required to take notice that said M. J. Zeek and C. B. Zeek, said owners, will not be responsible for nor shall any of said property be held liable for debts or debt of any kind contracted by said Leases, or any of them, or any person or persons other than the owners in connection with the working operation or development of said property, or for work, improvement or develop-

WATER RESOURCES
SALEM, OREGON

ment thereon under such Lease this notice is posted in compliance with law, having particular reference to Lords Oregon Law. Sec. 7444.

Witnesses:
C. B. Croner, J. M. Norton.
A. C. Norton, By C. B. Croner

M. J. Zeek
C. B. Zeek,
Owners.

N.B. Sec 7450. Lords Oregon Laws, Provides: Any person or persons who shall deface or destroy any of the notices mentioned in Sec. 7444. While said Lease and Option shall be in effect, shall upon conviction thereof, be deemed guilty of a misdemeanor and shall be punished by a fine of not less than \$50.00 nor more than \$1,000.00, or by imprisonment in the County jail, not less than three months or more than two years, or both. No Mining, Prospecting or Trespassing shall be allowed on above described premises, except under said lease and Option by said Lessees in accordance therewith.
Dated and posted on the ground, Dec. 21, 1922. By C. B. Croner.

Recorded March 3, 1923. 10:30 A.M.
I. P. Bunch, County Clerk.

738- FLACER NOTICE .

Notice is hereby given that the undersigned citizens of the United States, each over twenty-one years of age, having complied with all of the laws of the United States and of the State of Oregon, and the local rules and customs of the district, and having discovered a valuable mineral deposit thereon, have on this 3rd day of March, 1923, jointly located an association placer mining claim in the Salmon Mountain, unorganized mining district in Coos County, State of Oregon. Said claim consisting of one hundred acres, more or less, and being more particularly described and designated as follows:

Beginning at the East center end post where this notice is posted, the claim extends 300 feet in a northerly direction to the northeast corner post; thence in a westerly direction 7500 feet parallelling the center of the main channel of Johnson Creek 300 feet in a northerly direction therefrom to the northwest corner post; thence in a southerly direction 300 feet to the west center end post; thence continuing in said southerly direction 300 feet to the southwest corner post; thence in an easterly direction 7500 feet parallelling the center of the main channel of Johnson Creek on the southerly side thereof at a distance of 300 feet therefrom to the southeast corner post; thence northerly 300 feet to the point of beginning. It being the intention of the locaters of this claim that the center line thereof shall follow the center of the channel of Johnson Creek for 7500 feet up stream from the east center end post and being 600 feet in width.

This claim is located on Johnson Creek at the foot of Salmon Mountain on the eastern side thereof; in sections 19 and 20, Township 3E, Range 12 W. Willamette Meridian and joins the Nugget Patch No. 1 Flacer Claim on the east and down stream end.

This claim shall be known as the Johnson Falls Flacer Claim.

The locaters of this claim lay claim to all surface rights thereof and to all rights and privileges as provided and accruing under the existing laws of the United States and of the State of Oregon.

Signed and posted this March 3rd, 1923.

LOCATERS:
W. B. Riddle
Mose Enfieldt
J. C. Tuomanen

Page 5-20, 5-71
Book of mines

unto belonging, all and singular, or in any wise appertaining to the said John Nielson,
heirs and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 1st day of
1930.

John R. Smith)Seal(
John E. Smith)Seal(
By John R. Smith
By Power of Attorney
O. W. Briggs)Seal(
By John R. Smith
By Power of Attorney
Charley Staff)Seal(
By John R. Smith
By Power of Attorney
Mary E. Tanner)Seal(
By John R. Smith
By Power of attorney

Subscribed to and sworn to before me this fourth day of August nineteen hundred
and thirty.

Thos. W. Parry
Thos. W. Parry, notary public in
and for the County of Pierce, State
of Washington. (Notarial Seal)

STATE OF WASHINGTON)
County of Pierce) SS. BE IT REMEMBERED, That on this 8th day of September, A. D. 1930,
before me, the undersigned, a notary public, in and for said County and State, personally
within named John R. Smith, and John R. Smith in person by power of attorney for Mary E. Tanner,
John R. Smith in person by power of attorney for John E. Smith, John R. Smith in person by
power of attorney for Charles Stauff and John R. Smith in person by power of attorney for
O. W. Briggs, and said John R. Smith known to me to be the identical individual described
in and who executed the foregoing instrument for and in behalf of himself, Mary E. Tanner,
John E. Smith, Charles Stauff and O. W. Briggs.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal the day and year
last above written.

Thos. W. Parry
Notary Public in and for said County
and State.
Seal: Thos. W. Parry, Notary Public
State of Washington
Commission Expires Dec. 11, 1930

Recorded September 16, 1930. 10:30 A.M.
Robt. R. Watson, County Clerk.

1105- NOTICE IS HEREBY GIVEN:
That M. J. Zeek and C. B. Zeek of Bandon, Oregon, Coos County, are the owners of
the several tracts of land and other property hereinafter described and named herein, as
follows: Being all of the Eagle Mining Claim, Lot #40 in Sections 28 and 33, Tp. 27, S.R.
14, W.M. Coos County, Oregon.

That on Sept. 17th 1930, said M. J. Zeek and C. B. Zeek, made executed and delivered
a working Lease and Option to and on the above described property, with certain mining and
development privileges to W. H. Clack of Bellingham, Washington, and his associates, for a
term of six (6) months from and after the above date. All persons are hereby required to take
notice that said M. J. Zeek and C. B. Zeek, said owners, will not be responsible for, nor
shall any of said property be held liable for debts or debt of any kind contracted by said
lessees, or any of them, or any other person or persons other than the owners in connection
with the working operations or development of said property, or for labor, material, improve-
ment, or development thereon under such Lease and Option. This notice is posted in compliance
with Law, having particular reference to Lord's Oregon Law, Sec. 7444.

Witnesses:
Geo. F. Young, LeRoy A. Giles

OWNERS:
C. B. Zeek
M. J. Zeek

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WATER RESOURCES DEPT.
SALEM, OREGON

any of the notices mentioned in Sec. 7444, while said Lease and Option shall be in effect, shall upon conviction thereof, be deemed guilty of a misdemeanor and shall be punished by a fine of not less than \$50.00 nor more than \$1,000.00, or by imprisonment in the County jail, not less than three months nor more than two years, or both. No Mining, Prospecting, or Trespassing shall be allowed on above described premises, except under said Lease and Option by said Lessees in accordance therewith.

Dated and posted on the ground Sept. 20th, 1930, by

Recorded September 22, 1930. 11 :25 A.M.
Robt. R. Watson, County Clerk.

C. B. Zeek

1106-

PROOF OF LABOR ON MINING CLAIM

State of Oregon)
County of Coos)SS. Before me, the undersigned Notary Public in and for said County and State above mentioned, personally appeared Walter Endicott, who being duly sworn says, that at least \$100.00 worth of labor or improvements were performed or made upon No name, being the North 1/2 of NE 1/4 of NE 1/4 of Section 19 Township 32, S Range 12 West W.M., mining claim, situate in Salmon Creek District, County of Coos, State of Oregon, during the year ending July 31st, 1930. Such expenditure was made by or at the expense of One Hundred Dollars, who is the owner of said mining claim, that all of said work and improvements were made for the purpose of holding said claim.

That the labor performed and the improvements made were as follows, to-wit: Placer work in creek.

That the value of said labor was \$100. That the value of said improvements was

\$_____.

Walter Endicott

Subscribed and sworn to before me this 27th. day of September, 1930.

Recorded September 29, 1930. 3 P.M.
Robt. R. Watson, County Clerk.

E. P. Adams
Notary Public for Oregon
My commission expires 5/20/33
(Notarial Seal)

1107-

NOTICE OF LOCATION OF PLACER CLAIM

Oregon State
Johnson Mining District.

Notice is hereby given that the undersigned, a citizen of the United States, over the age of twenty-one years in compliance with the Revised Statutes of the U. S. and the local customs, laws and regulations did, on the 26th. day of Sept. 1930, locate a Placer Claim of approx. 10 acres, situate in the County of Coos State of Oregon and more particularly described as follows: begin at monument #1 a mound of rocks 2 ft. high thence S. 400 ft. to stake #2, thence S. 200 ft. crossing S. Fork Coquille River to stake #3, thence W, 1500 ft. to stake #4, thence N. 200 ft. crossing S. Fork Coq. R. to stake #5, thence N. 400 ft. to stake #6, thence E. to place of beginning, all as marked out on the ground and containing 10 acres more or less. and that I intend to hold and work the said above described claim as provided by the local laws and regulations, and the customs and rules of mines and mining statutes and laws of the United States.

Dated on the ground the 26 day of Sept. 1930.

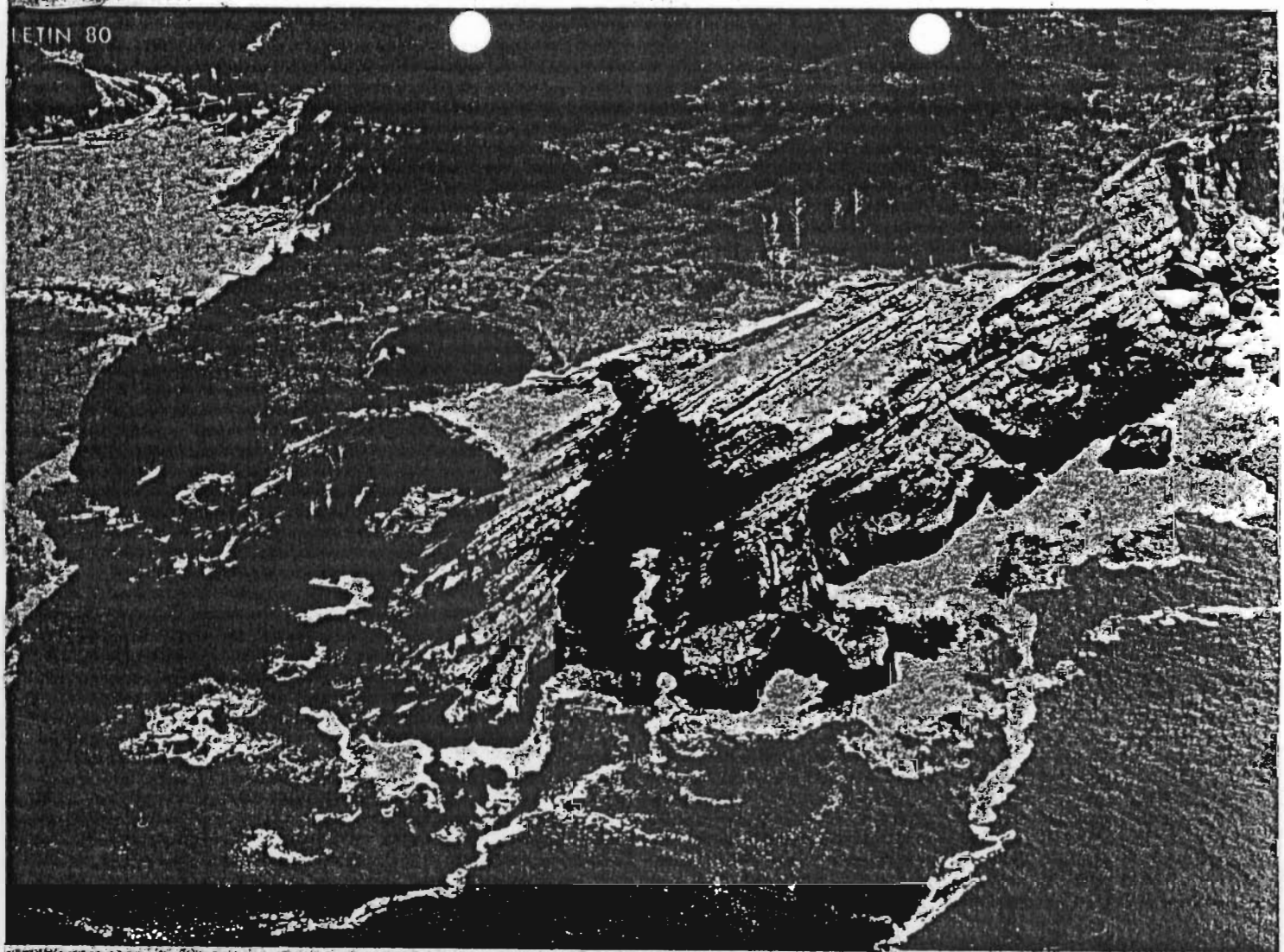
Witness:
Burrel Loney, Robert Moore

David Moore (Seal)

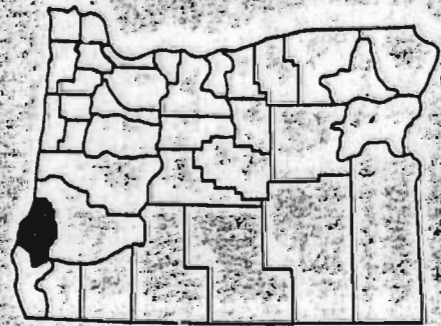
Recorded October 1, 1930. 3:30 P.M.
Robt. R. Watson, County Clerk.

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GEOLOGY & MINERAL RESOURCES *of* COOS COUNTY, OREGON



STATE OF OREGON
DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES

1973

Exploration and development: Two pits, one 140 by 60 feet and about 30 feet deep and the other about half as large and a 100-foot tunnel a quarter of a mile south of the pits which entered in an east-northeast direction and is now caved were evidence of early gold mining activity. A number of hand-dug pits and drill holes explored the deposit for chromite during 1941-1943.

Geologic description: The deposit is an elongate flat-lying layer of black sand about half a mile long and 100 yards wide. The average thickness of the black sand layer is 7 feet. It underlies sand and clay at an average depth of about 30 feet and is underlain by sandstone. The average Cr_2O_3 content is 6.8 percent. The deposit lies at the foot of an ancient sea cliff at the east edge of the Pioneer terrace.

Production: A small amount of gold and platinum were probably produced from the early workings, but there are no records.

Reference: Griggs (1945, p. 137-138)

ROSE MINE (No. 24, Figure 16)

Location: NW $\frac{1}{4}$ sec. 21, T. 27 S., R. 14 W., at about 150 feet elevation.

Development: A pit 800 feet long, 150 to 350 feet wide, and 30 to 50 feet deep along the west bank of Twomile Creek.

Geologic description: There were two small north-trending bodies of black sand separated by 150 to 300 feet of barren or low-grade sand. The east body is nearly mined out. The west body is 50 to 200 feet wide, at least 1,100 feet long, and has an average thickness of 3 feet with an average Cr_2O_3 content of 7.1 percent. Griggs (1945, p. 138) states that "the relatively small size of the deposit and the disproportionate thickness of overburden, which averages 40 feet, make the deposit of scientific interest only."

Production: Horner (1918, p. 24) reported that Abraham Rose, owner-operator of the mine, is said to have recovered a considerable amount of gold and platinum by ground sluicing.

References: Griggs (1945)
Horner (1918)

EAGLE AND PIONEER MINES (No. 27, Figure 16)

Location: Secs. 28 and 33, T. 27 S., R. 14 W., between 150 and 200 feet elevation at the head of Cut Creek.

Development: The Pioneer pit as described by Griggs (1945) was 450 feet long, 250 feet wide, and 50 feet deep with about 2,000 feet of tunnels. The Eagle mine pit was 250 feet long, 120 feet wide and 55 feet deep with about 435 feet in two tunnels. Some enlargement of the pits has been done during a more recent operation, and the deposit has been drilled fairly extensively.

Description of the deposit: The black sand deposit is a very long, narrow, and relatively thin layer that is lenticular in cross section. It trends north and has been explored by drilling, which shows that the layer extends at least 1,250 feet south of the Pioneer pit and 2,400 feet north of the Eagle pit. Neither end has been determined by exploration.

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State Department of Geology and Mineral Industries

JUN 24 1953
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SALEM, OREGON 702 Woodlark Building
Portland, Oregon

PIONEER and EAGLE MINES (Placer) Beach Area
(Supplement to report in Bull. 14-0, vol. 1, Coos County
pp. 19 & 25)

Owned and leased by Coast Minerals Company, Oregon, Ltd., 311 Lumbermen's Building, Portland, Oregon, in 1952. The concentrating plant of this company is located on the west side of the Seven Devils road four (4) miles north of the Bullard's ferry on the Coquille River near Bandon. The Coast Minerals Company is a partnership consisting of Messrs. George E. and Harry Murphy.

Miscellaneous Information: At the time of this visit (Aug. 20, 1952) an open pit estimated to be 100 yards long, 40 feet deep and 30 feet wide had been completed. Black sand was exposed in the north end of the pit. Stripping operations were being conducted by the Wright Construction Company, a Michigan corporation. L. W. Deberry was the superintendent of these operations. Equipment observed consisted of two large Caterpillar bulldozers, a carryall (earth mover), and a dragline (about 1 1/2 yard capacity).

The concentrating plant is well constructed and is electrically operated. A screw feeder regulates flow of sand from a hopper to a belt conveyor that carries the ore to a vibrating screen. Material is pumped from the screen to a distributor feeding 12 economy tables. Middlings from these tables are rerun on a thirteenth table. An amalgamator and retort are used to recover gold and the residue from the amalgamator is retabled to obtain a platinum concentrate. Black sand concentrates consisting mainly of chromite, magnetite, garnet, zircon, olivine, and a small amount of monazite are being stockpiled for possible future treatment in a plant being planned to separate these minerals.

Report by: D. J. W. Sept. 2, 1952

Visited: AUG. 20, 1952 by L. R. and D. J. W.

Informant: George Murphy

EAGLE MINE (Continued)

undiscovered, which stopped mining in that direction. To the west the shoots were worked until the limit of the pay dirt was reached. Finally pumps were installed and an attempt made to carry the workings below water level, but this proved too expensive, and the mine was closed down, probably, however, not before the richest part of the deposit had been worked out.

The material mined was trimmed in cars to sluice boxes, fitted with riffles and having the bottom covered with buckrap, where it was washed to obtain a black sand concentrate containing gold and platinum. The concentrate was treated by amalgamation for the gold, the attention being given in the early days to the platinum.

For several years a number of attempts have been made to open and work this mine, but all attempts have invariably met with failure.

Recent Developments

About 1000 years ago the property was acquired by some San Francisco parties and, under the direction of G. W. Brockford, was extensively prospected by drilling with an Empire hand drill. In all about 40 holes were drilled, and it has been reported to have shown the presence of gold and platinum.

Seemingly, the drilling was not done in a systematic manner, and the results, which were not available to the writer, are likely to be unreliable and misleading. The drill holes indicated an overburden of 60 to 75 feet with an average of perhaps 65 feet. (Ref. Hornet 45).

The Eagle mine, on Cut Creek north of the Pioneer mine, was made at the time of visit. As described by Hornet it contains a bed of black sand 200 to 250 feet wide and several hundred feet long that is horizontal in cross section and 6 to 8 feet thick in the middle. This bed is composed of hematite, magnetite, ilmenite, and other heavy minerals, with a little gold and platinum. Except along Cut Creek there is an overburden of 50 to 60 feet of fine-grained gray sand. Part of the deposit that has been worked, mainly by drifting, is said to have made a relatively large production, of which 5 to 10 percent of the value was in platinum and the remainder in gold.

According to a report made in 1927 by J. D. Merrett for the owners of the property, a layer averaging 6 feet thick

SURFACE WATER REGISTRATION STATEMENT
PRE-1909 VESTED WATER RIGHT CLAIM
IN THE NAME OF SCOTT RIDLE

DESCRIPTION OF THE WATER DELIVERY SYSTEM

Water is delivered to the place of use via a 3" x 200' poly pipeline from a diversion pool. Two 15 horsepower electric motors with centrifugal pumps furnish the energy. Water is delivered to the place of use at a nozzle pressure of approximately 20 lb./in.². The total elevation head is 60 feet.

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WATER RESOURCES
SALEM, OREGON

SURFACE WATER REGISTRATION STATEMENT
 PRE-1909 VESTED WATER RIGHT CLAIM
 IN THE NAME OF SCOTT RIDLE

CAPACITY OF THE PRESENT DELIVERY SYSTEM

$H_{ELEVATION} = 60 \text{ FT.}$
 $L = 200 \text{ FT.}$
 $D = 3/12 \text{ FT.}$
 $HP = 30 \text{ (TWO 15 HP ELECTRIC MOTORS)}$
 $H_{PRESSURE} = 20 \text{ lbs/inch}^2 \text{ (ESTIMATED)}$
 $H_{FRICTION} = 70'/100' \text{ (ESTIMATED)}$
 $C = 6.61$

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WATER RESOURCES DEPT.
 SALEM, OREGON

$$Q = \frac{CXHP}{H} = \frac{(6.61)(30)}{60 + (2)(70) + (2.31)(20)} = \frac{198.3}{246.2} = 0.805 \text{ cfs, } -362 \text{ GPM}$$

$H_{FRICTION} \text{ at } 362 \text{ GPM} = 26'/100'$

$$Q = \frac{(6.61)(30)}{60 + (2)(26) + (2.31)(20)} = \frac{198.3}{158.2} = 1.253 \text{ cfs, } -563 \text{ GPM, } >300 \text{ GPM, O.K.}$$

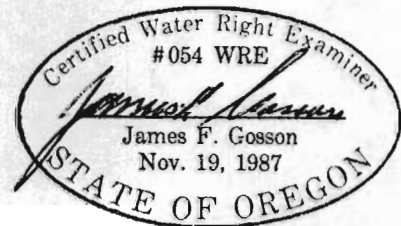


EXHIBIT "A"

Legal Discription

The Placer Mining Claim Lot No. 40 embracing the N1/2 of the NW1/4 of the NW1/4 of the NE1/4 of Section 33 and the SW1/4 of the SE1/4 of the NW1/4 of the SE1/4 and the S1/2 of the N1/2 of the NW1/4 of the SE1/4 of Section 28, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, in Hinche's Mining District, in the district of lands subject to sale at Roseburg, according to the returns on file in the General Land Office bounded, described and platted as follows, with magnetic variation at 19° 15' East: Beginning at the quarter section corner between Sections 28 and 33; thence South 5 chains to a post at the Southwest corner of the claim marked "M. S. Tp. 27 S. R. 14 W. S. 33" from which a fir 24 inches in diameter marked "M. S. Tp. 27 S. R. 14 W. S. 33" bears North 31° West 65 links and a fir 40 inches in diameter marked "M. S. Tp. 27 S. R. 14 W. S. 33" bears South 32° East 75 links; thence from said post East 3 chains and 47 links to edge of deep cut, 12 chains to a fir 15 inches in diameter, 14 chains and 50 links to shaft for prospecting, 15 chains and 55 links to road; 20 chains to post at Southeast corner of the claim marked "M. S. Tp. 27 S. R. 14 W. S. 33" from which a cedar 8 inches in diameter marked "M. S. Tp. 27 S. R. 14 W. 33" bears North 74° West 18 links and a fir 18 inches in diameter marked "M. S. Tp. 27 S. R. 14 W. S. 33" bears South 48° East 47 links; thence from said post North 2 chains and 60 links to a fir 12 inches in diameter, 4 chains and 96 links to a point on section line between said Sections 28 and 33, 10 chains and 16 links to a cedar 40 inches in diameter, 23 chains and 65 links to a cedar 20 inches in diameter, 37 chains to a cedar 12 inches in diameter, 40 chains to a post at the Northeast corner of the claim marked "M. S. Tp. 27 S. R. 14 W. S. 28" from which a cedar 12 inches in diameter marked "M. S. T. 27 S. R. 14 W. S. 28" bears North 31° East 14 links and a pinu 6 inches in diameter marked "M. S. T. 27 S. R. 14 W. S. 28" bears South 56° 59 links; thence from said post South 89° 15' West 19 chains and 96 links to a post at the Northwest corner of the claim marked "M. S. Tp. 27 S. R. 14 W. Sec. 28" from which a cedar 20 inches in diameter bears South 50° East 79 links and a cedar 15 inches in diameter bears North 6° East 70 links; thence from said post South 4 chains and 85 links to road, 25 chains and 40 links to a gulch, 33 chains to road, 35 chains to place of beginning, commonly known as the Eagle Mining Company's Placer Mining Claim, all in Coos County, Oregon.

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