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ARIZONA DEPARTMENT OF MINES AND MINERAL RESOURCES AZMILS DATA

PRIMARY NAME: FOURTH OF JULY CLAIM

ALTERNATE NAMES:

YAVAPAI COUNTY MILS NUMBER: 872

LOCATION: TOWNSHIP 8 N RANGE 2 E SECTION 29 QUARTER N2
LATITUDE: N 34DEG 00MIN 45SEC LONGITUDE: W 112DEG 09MIN 45SEC
TOPO MAP NAME: BLACK CANYON CITY - 7.5 MIN

CURRENT STATUS: EXP PROSPECT

COMMODITY:
GOLD PLACER

BIBLIOGRAPHY:
ADMMR FOURTH OF JULY CLAIM FILE- MARICOPA

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Also Known As APA CLAIMS

Donated to Arizona Prospector's Association by John C. Tyler

WR KAP 11/21/75. Jim Boyle, Vice President of the Arizona Prospector's Association brought in a copy of a map showing the location of the Association's claims donated to them by John Tyler. The claim is filed as the Fourth of July but is also known as the APA Claim.

KAP WR 8/1/80: Max Dalrymple delivered a copy of a proposed lease between Arizona Prospectors Association and a group of investors for Fourth of July Claim, Tip Top District, Maricopa/Yavapai County. Lessees are: R.R. Meitler, 1403 Iron Springs Road, Prescott, Arizona 86330, phone 445-5254, Alfred J. Babineau and Hiel E. Crum (R.R. Meitler, et al, 3718 West Latham Street, Phoenix, Arizona 85009, phone 272-5439). We had no information on their previous mining endeavors. The Fourth of July Claim is located in Section 29, T8N, R2E on the Agua Fria River. This placer gold property was donated to the Arizona Prospectors Association by John Tyler and is completely surrounded by John Tyler's Jupiter claim group. The Tyler group is reportedly also being leased to R.R. Meitler, et al. A number of suggestions were made to Mr. Dalrymple and he was encouraged to obtain a competent mining attorney to review the contract.

FOURTH OF JULY CLAIM

LEASE AND OPTION PURCHASE

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THIS AGREEMENT, MADE AND ENTERED INTO July , 1980 BY AND BETWEEN

, herein after designated as lessor, party of the first part, and R. R. MEITLER, ALFRED J. BABINEAU, AND HIEL CRUM: 3718 W. Latham Street, Phoenix, Arizona, 85009, Phone # 272-5439, hereinafter designated as LESSEES, parties of the second part.

WITNESSETH:

The parties hereto, for and in consideration of the covenants and agreements by each of them to be kept and performed, as hereinafter set forth, do hereby consent and agree, each with the other as follows;

I. RECITALS

A. Lessor represents that it is the owners and entitled to the exclusive possession of these certain unpatented lode mining claims situated in Tip Top Mining District, Maricopa County, Arizona, described as follows:

→ FOURTH OF JULY, SECTION 29; T. 8N., 2E., GSR Meridian, Recorded 1140 feet long, 200 feet wide Book of Mines, Docket No. 11392, Page 699.

Lessor further represents that it has good, valid and merchantable title to these unpatented lode mining claims, subject only to the paramount title in the United States.

B. Lessor is desirous of leasing with an option to purchase said mining properties, and Lessee is desirous of entering into an agreement for the lease and purchase of same.

See: Pat royalty and future price in Security IV-XIII

1 II. PROPERTY LEASED

2 Lessor does hereby lease, let and demise unto Lessee, its successors
3 and assigns, those unpatented lode mining claims above described with the
4 exclusive right during the term of this lease, to possess and occupy said
5 claims; extract and remove from said premises all metals, minerals and mineral
6 products found thereupon and therein, both lode and placer, and in so doing
7 make shafts, drifts, and openings as necessary or convenient for such purpose.

8 III. TERM

9 The term of this lease shall be a period of Three Months from date
10 hereof, subject to the conditions hereinafter set forth.

11 IV. ROYALTIES

12 Lessee shall have a period of three months from date of this lease
13 in which to explore, prospect, drill, test and otherwise seek to determine the
14 mineral content of said claims and to place this property in production or
15 sale in paying quantities. In the event the property is not in production or
16 sale in paying quantities at this time, this lease shall terminate. At any
17 time thereafter if there is no production in paying quantities for as long
18 as a three month period, said lease shall terminate. Upon all ores and
19 minerals extracted, removed and sold from said premises, Lessee shall pay to
20 Lessor's account at its bank royalties of the net proceeds there from paid by
21 the smelter, mill, reduction works or government stockpile until Lessor has
22 received full payment.

23 *in kind and*
24 *or, some other*
25 *method of payment*
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V. POSSESSION AND CONTROL

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2 From the date hereof and during the life of this agreement the Lessee
3 shall have the right to the possession of all of said premises, and to explore
4 and mine in and upon same, to extract, remove, treat, ship and sell any and
5 all minerals found therein and thereon, and for that purpose to make such
6 openings in said demised property and to erect thereon such buildings and
7 structures as it shall deem proper in the conduct of such mining operations.

8 VI. WORK REQUIREMENTS

9 All work done hereunder shall be performed in a good and minerlike
10 fashion with due regard for the development and preservation of the leased
11 premises as a workable mine.

12 VII TAXES

13 Lessee shall pay all taxes and assessments levied against any improve-
14 ments on the premises, the product thereof and for operations conducted thereon,
15 promptly and before delinquency thereof.

16 VIII. COMPLIANCE WITH LAWS

17 Lessee shall comply with the Workmen's Compensation Act of Arizona,
18 the Arizona Unemployment Compensation Act; The Arizona Occupational Disease
19 Disablement Act; the Federal Social Security Act; Posting of Bonds and all
20 other legislation, Federal and State, applicable to the working and operation
21 of said premises and shall make all payments, returns and reports required by
22 such acts and shall at all times save harmless said premises and the owners
23 of from any and all claims, actions, suits, liabilities for damages or
24 compensation for any matter or thing arising out of the work and operations
25 conducted in and upon said premises.
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1 In this connection shall carry liability insurance on the premises covering
2 both Lessee and Lessor in the amount of \$300,000.00 . Surface Reclamation
3 Bonding shall be posted by Lessee.

4 IX. POSTING AGAINST LIENS

5 Lessee shall promptly pay for all labor, services, and materials;
6 done, performed or furnished to or for said premises or for the work done
7 thereon and shall not allow any claim or lien for any such thing to be effect-
8 ually made or asserted against said premises or the Lessor and shall keep said
9 premises at all times posted with notices against liens in accordance with
10 the laws of the State of Arizona.

11 X. INSPECTION BY LESSORS

12 The Lessor or its agents, shall have the right at all reasonable
13 times, when accompanied by a representative of the Lessee, to enter upon and
14 into said premises or the workings therein for the purpose of examining and
15 inspecting the same and ascertaining whether the terms and conditions hereof
16 are being carried out and performed by Lessee. Further, Lessor shall have
17 the right to sample the ore produced from said premises at all reasonable times,
18 provided such sampling shall not interfere with Lessee's operations of said
19 premises. Lessee shall furnish to Lessor any and all geological data and
20 assay data which it compiles from the leased premises.
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XI. ASSESSMENT WORK

During the term of this lease, Lessee shall prepare and file on behalf fo Lessor the annual proof of labor for assessment work for each and every year. Meeting both county and BLM deadlines, work to be started on or before August 20, 1980. Lessee in Agreement to file and do work back to back for the years 1980 and 1981.

XII. TERMINATION

A. If Lessee shall fail to keep and perform any of the terms and conditions hereof upon it made incumbent, then this agreement and all rights of the Lessee herein and its rights to mine, occupy and possess said premises, shall cease and terminate after 15 days from mailing by certified mail notice of default and failure to cure.

B. Lessee may terminate this agreement at any time upon giving 15 days written notice to Lessor of its decision to do so. From the giving of such notice the Lessee shall be relieved from all obligations hereunder except unpaid royalties.

C. Upon the termination of this lease for any cause, Lessee shall have the right within 15 days from such termination to remove all machinery, tools, buildings, improvements, equipment, material and supplies placed by it upon and within said premises, except, however all foundations, timbers in place, chutes.

1 Ladders, pipes or mine rails in place, and any headframe which may have been
2 constructed on said premises.

3 XIII. ASSIGNMENT OR SUBLEASE

4 Lessee shall have the right to assign or sublease any portion of
5 this lease without consent of Lessor, but in the event of such assignment or
6 sublease, the assignee or sublessee shall be bound by all of the terms and
7 conditions as set forth herein.

8 XIV. ESCROW PROVISIONS

9 Lessor has simultaneously with the execution of this agreement made,
10 executed and placed in escrow in the Arizona Bank, 19th Avenue Branch, Phoenix,
11 Arizona, its mining deed conveying said premises to Lessee, and said bank is
12 instructed to deliver said deed and any other instruments placed in escrow
13 with it to Lessee when it has made full payment of the purchase price as
14 provided herein and otherwise keeps and performs all of the other terms and
15 conditions upon it made incumbent by this agreement. In the event Lessee shall
16 fail to comply with the provisions of this agreement or make the payments as
17 herein provided, said bank shall be instructed to hold said deed and other
18 instruments deposited with it only to the order of the Lessor.

19 XV. SERVICE OF NOTICE

20 Any notice which may be given by either party to the other party
21 regarding this lease shall be deemed to have been given when made in writing
22 and deposited in a sealed envelope, certified and postage prepaid and
23 addressed as follows;
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*not a will
of lease*

To Lessor:

To Lessee:

R. R. MEITLER

1403 Iron Springs Road

Prescott, Arizona 86330

XVI. OPTION TO PURCHASE

Lessor does hereby grant unto Lessee, its successors and assigns, the right to purchase the property described herein at any time during the period of this lease. Upon payment in full of this purchase price agreed upon during the term of this lease, the escrow bank shall be directed to remit to Lessee the mining deed that has been placed in escrow. All royalty payments of what soever kind shall apply on the purchase price.

XVII.

The term, provisions, covenants and agreements herein contained shall extend to, be binding upon, and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

XVIII.

Lessee does hereby agree to remit or furnish lessor with all information and or results of work and test done on said properties through the term of this lease.

~~XVIII~~ XIX

Note: The purchase price of the claim covered by this option has been appraised upon as \$10,000.00. Terms are that 50% (Fifty percent) shall be paid by the expiration of this option and the balance shall be paid by the end date which will be five years after option expired.

1 IN WITNESS WHEREOF, the parties hereto have caused their names to be
2 subscribed by their duly authorized officers as of the day and year first
3 herein written in triplicate, one copy of which may in accordance with the
4 provisions hereof be lodged with the Arizona Bank, 19th Avenue Branch, Phoenix,
5 Arizona, as escrow instructions. It is understood and agreed that said bank
6 as escrow agent shall have no further responsibility than to accept payments
7 under this agreement for the account of Lessor and to deliver said deed and
8 other instruments to Lessee according to the provisions hereof, anything to
9 the contrary herein contained notwithstanding.

10
11
12 BY _____

13
14
15 BY _____

16 R. R. MEITLER

17 STATE OF ARIZONA) SS

18 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this

19 _____ day of August, 1980, by:

20 My Commission Expires:

21 _____
NOTARY PUBLIC

22 State of _____)
23 County of _____) ss

The forgoing instrument was acknowledged before me this

24 _____ day of August, 1980, by: _____ on behalf

25 of Mike Meitler.

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27 _____
NOTARY PUBLIC

28 My Commission Expires:

29 _____