

CONTACT INFORMATION

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Arizona Department of Mines and Mineral Resources Mining Collection

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PRINTED: 10-01-2006

ARIZONA DEPARTMENT OF MINES AND MINERAL RESOURCES AZMILS DATA

PRIMARY NAME: FOURTH OF JULY

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 FILE MARICOPA/YAVAPAI AZ BUR. GEO. & MIN. TECH. CLIPPING FILE

PRINTED: 10-01-2006

ARIZONA DEPARTMENT OF MINES AND MINERAL RESOURCES AZMILS DATA

PRIMARY NAME: FOURTH OF JULY

ALTERNATE NAMES: APA CLAIMS

MARICOPA COUNTY MILS NUMBER: 669

LOCATION: TOWNSHIP 8 N RANGE 2 E SECTION 29 QUARTER NW LATITUDE: N 34DEG 00MIN 48SEC LONGITUDE: W 112DEG 10MIN 50SEC

TOPO MAP NAME: BLACK CANYON CITY - 7.5 MIN

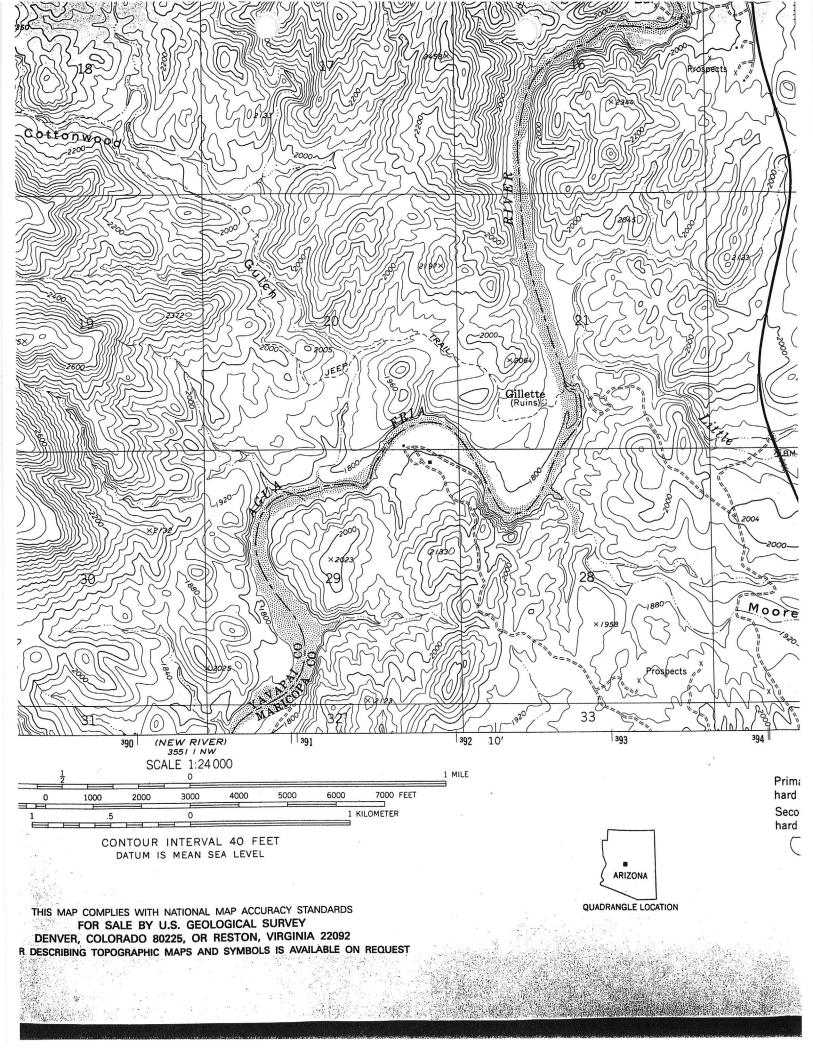
CURRENT STATUS: PAST PRODUCER

COMMODITY:

GOLD LODE

BIBLIOGRAPHY:

AZ BUR. GEO. & MIN. TECH. CLIPPING FILE ADMMR FOURTH OF JULY FILE MARICOPA/YAVAPAI



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. Dalrympte and he was encouraged to obtain a competent mining attorney to review the contract.

LEASE AND OPTION PURCHASE

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 prossession 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 linotect long 600 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.

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II. PROPERTY LEASED

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

III. TERM

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

IV. ROYALTIES -

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

V. POSSESSION AND CONTROL

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

VI. WORK REQUIREMENTS

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

VII TAXES

Lessee shall pay all taxes and assessments levied against any improvements on the premises, the product thereof and for operations conducted thereon, promptly and before delinquency thereof.

VIII. COMPLIANCE WITH LAWS

Lessee shall comply with the Workmen's Compensation Act of Arizona, the Arizona Unemployment Compensation Act; The Arizona Occupational Disease Disablement Act; the Federal Social Security Act; Posting of Bonds and all other legislation, Federal and State, applicable to the working and operation of said premises and shall make all payments, returns and reports required by such acts and shall at all times save harmless said premises and the owners of from any and all claims, actions, suits, liabilities for damages or compensation for any matter or thing arising out of the work and operations conducted in and upon said premises.

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In this connection shall carry liability insurance on the premises covering both Lessee and Lessor in the amount of \$300,000.00. Surface Reclamation Bonding shall be posted by Lessee.

IX. POSTING AGAINST LIENS

Lessee shall promptly pay for all labor, services, and materials; done, performed or furnished to or for said premises or for the work done theron and shall not allow any claim or lien for any such thing to be effectually made or asserted against said premises or the Lessor and shall keep said premises at all times posted with notices against liens in accordance with the laws of the State of Arizona.

X. INSPECTION BY LESSORS

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

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,

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

XIII. ASSIGNMENT OR SUBLEASE

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

XIV. ESCROW PROVISIONS

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

XV. SERVICE OF NOTICE

Any notice which may be given by either party to the other party regarding this lease shall be deemed to have been given when made in writing and deposited in a sealed envelope, certified and postage prepaid and addressed as follows;

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers as of the day and year first herein written in triplicate, one copy of which may in accordance with the provisions hereof be lodged with the Arizona Bank, 19th Avenue Branch, Phoenix, Arizona, as escrow instructions. It is understood and agreed that said bank as escrow agent shall have no further responsibility than to accept payments under this agreement for the account of Lessor and to deliver said deed and other instruments to Lessee according to the provisions hereof, anything to the contrary herein contained notwithstanding. R. R. MEITLER STATE OF ARIZONA) ss COUNTY OF MARICOPA The foregoing instrument was acknowledged before me this day of August, 1980, by: My Commission Expires: NOTARY PUBLIC State of County of The forgoing instrument was acknowledged before me this day of August, 1980, by: on behalf of Mike Meitler. NOTARY PUBLIC My Commission Expires:

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To Lessor:

To Lessee:

R. R. MEITLER

1403 Iron Springs Road

Prescott, Arizona 86330

XVI, OPTION TO PURCHASE

Lessor does hereby grant unto Lesse, its successors and assigns, the right to purchase the property described herin 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.

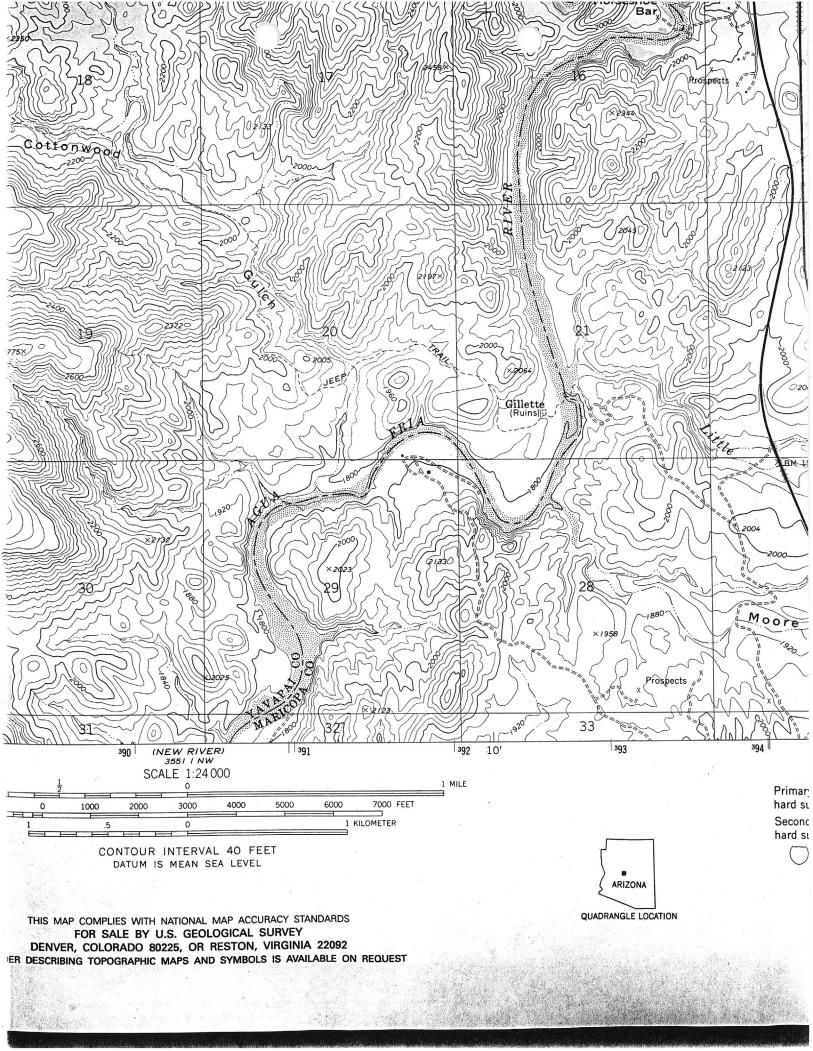
The term, provisions, covenants and agreements herein contained shall extend to, be binding upon, and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

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.

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Note: The purchase price of the claim covered by this option has been a reeded upon as \$10,000.00. Terms are that 50% (Firty leacent) shall be paid by the expiration of this oution and the belance shall be paid by the end date which will be five as after option capited.



Also Known As APA CLAIMS

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FOURTH OF JULY CLAIM

LEASE AND OPTION PURCHASE

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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.

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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.

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II. PROPERTY LEASED

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V. POSSESSION AND CONTROL

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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,

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IN WITNESS WHEREOF, the parties hereto have caused their names to be 1 subscribed by their duly authorized officers as of the day and year first 2 herein written in triplicate, one copy of which may in accordance with the 3 provisions hereof be lodged with the Arizona Bank, 19th Avenue Branch, Phoenix, 4 Arizona, as escrow instructions. It is understood and agreed that said bank 5 as escrow agent shall have no further responsibility than to accept payments 6 under this agreement for the account of Lessor and to deliver said deed and 7 other instruments to Lessee according to the provisions hereof, anything to 8 9 the contrary herein contained notwithstanding. 10 11 BY 12 13 14 15 R. R. MEITLER 16 STATE OF ARIZONA) SS 17 COUNTY OF MARICOPA 18 The foregoing instrument was acknowledged before me this 19 day of August, 1980, by: My Commission Expires: 20 21 NOTARY PUBLIC State of 22 County of 23 The forgoing instrument was acknowledged before me this 24 on behalf day of August, 1980,by: 25 of Mike Meitler. 26 NOTARY PUBLIC 27 28 My Commission Expires: 29 30

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To Lessor:

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31 32 To Lessee:

R. R. MEITLER

1403 Iron Springs Road

Prescott, Arizona

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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.

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Note: The purchase price of the claim covered by this option has been agreeded upon as \$10,000.00. Terms are that 50% (Fifty le. cost) shall be paid by the expiration of this oution and the belance shall be paid by the end date which will be five to us after option erpi ed.

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