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Grover H. F.
ESM

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SUITE 500 TRANSAMERICA BUILDING
TUCSON, ARIZONA 85701
(602) 623-6355

TELEPHONE 623-6355
AREA CODE 602

June 6, 1973

Mr. E. Grover Heinrichs
Essex International, Inc.
1704 West Grant Road
Tucson, Arizona 85705

SXM

JUN 7 1972

RECEIVED

Dear Mr. Heinrichs:

At the request of Vernon B. Smith, Mining Advisor to the San Carlos Apache Tribe, we enclose for your completion:

1. Nonexclusive and nonoptional mineral prospecting permit to be executed on behalf of Essex International, Inc.
2. Bond form to be completed on behalf of Essex International, Inc., and your bonding company

We understand that you may want to hold these forms until the next meeting of the Mining Board, which should be early in July 1973. However, if you should wish to complete the forms and mail them, please feel free to do so. The completed forms should be sent to Mr. Robert Key, Chairman, San Carlos Apache Tribal Mining Board, P. O. Box H, San Carlos, Arizona 85550. Your check in the amount of \$500.00, representing the first monthly payment in advance, should accompany the permit and bond.

I look forward to seeing you at the next meeting of the Mining Board.

Very truly yours,



Edward B. Berger

Enclosures

cc: Mr. Marvin Mull, Sr., Chairman, San Carlos Apache Tribe
Mr. Robert Key, Chairman, San Carlos Tribal Mining Board
Mr. Vernon B. Smith, Mining Advisor, San Carlos Apache Tribe

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Contract No. _____

San Carlos Agency

San Carlos, Az. 85550

MINERAL PROSPECTING PERMIT
(Nonexclusive and Nonoptional)

THIS AGREEMENT, made and entered into this _____ day of

_____, 19____, by and between the San Carlos Apache Tribe,
party of the first part, hereinafter called Permitter, whose address is _____

P. O. Box 0, San Carlos, Arizona 85550, and
_____, whose address
is _____, party of the second part,
hereinafter called Permittee.

In consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS PER MONTH
payable monthly in advance, ~~dollars~~ (\$ 500.00 per mo.),
paid to The San Carlos Apache Tribe, the receipt of which is hereby acknowledged, and the
covenants, stipulations, and conditions hereinafter contained, it is agreed:

1. Permitter hereby grants the Permittee, subject to limitations hereinafter stated, a nonexclusive
right for a term beginning with the date of approval of this permit and ending _____

SIX MONTHS FROM DATE HEREOF

for the sole purpose of prospecting for minerals other than oil and gas upon the following described lands
of Permitter, subject to valid existing rights, consisting of 1,827,501 acres, more or less, to wit:
within the boundaries of the San Carlos Apache Tribal Reservation,
State of Arizona, excepting those areas that may be officially with-
drawn from prospecting, patented mining claims, validated mining claims,
and areas presently under lease, and allotted lands.

2. This permit is granted upon the following express terms, covenants, and conditions:

(a) PREFERENCE.—This permit does not grant an exclusive right to prospect or give any preference right to a lease.

(b) REMOVAL OF ORES.—No ores may be removed from the premises except samples for examination and experimental purposes and the removal of such samples shall be subject to the approval of the Superintendent.

(c) DISPOSITION OF MINERAL RIGHTS AND INTERESTS.—
15-74268-1

(c) DISPOSITION OF MINERALS AND SURFACE.—The Permitter expressly reserves the right to use, lease, sell, or otherwise dispose of the minerals and the surface of the lands embraced within this permit under existing laws or laws hereafter enacted. Upon such disposition or use, the Permitter reserves the right to withdraw the lands from the permit area.

(d) DAMAGES.—The Permittee shall conduct all operations authorized in this permit with due regard to preventing unnecessary damages to vegetation, timber, soil, roads, bridges, cattle-guards, fences, and other improvements, including construction, operation, or maintenance of any of the facilities on or connected with this permit which causes damage to the watershed or pollution of the water resources. On termination of operations under this permit, the Permittee shall make provisions for the conservation, repair and protection of the property and leave all of the areas on which the Permittee has worked in a condition that will not be hazardous to life or limb, and will be to the satisfaction of the Superintendent.

(e) LIABILITY FOR DAMAGE.—The Permittee is liable for any and all damages resulting from its operations under this permit; including injury to the Permitter, the tenants, licensees and surface owners, and for any and all damage to, or destruction of, all property, caused by the Permittee's operations hereunder. The Permittee agrees to save and hold the Permitter and the United States, licensees, and the surface owner or their tenants harmless from all suits for injury or claims for damages to persons and property resulting from the Permittee's operations under this permit.

(f) FOREST PROTECTION.—The Permittee agrees:

(1) Not to cut, destroy, or damage timber without prior authority of the Commissioner of Indian Affairs, or his authorized representative, such authorization to be made only where required in the pursuance of necessary mining operations.

(2) To pay for all such timber cut, destroyed, or damaged at rates prescribed by the Commissioner of Indian Affairs or his authorized representative, such rates to be determined on the basis of sales of similar timber in the vicinity.

(3) Not to interfere with the sale or removal of timber from the land covered by this permit by contractors operating under an approved timber sales contract now in effect or which may be entered into during the period of this permit.

(4) To do all in its power to prevent and suppress forest, brush, or grass fires on the permitted land and in its vicinity, and to require its employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. To place its employees, its contractors, subcontractors, and the employees of such contractors or subcontractors employed on the permitted land at the disposal of any authorized officer of the Indian Service for the purpose of suppressing forest, brush, or grass fires with the understanding that the payment for such services shall be made at rates to be determined by the Commissioner of Indian Affairs or his authorized representative, which rates shall not be less than the rates of pay prevailing in the vicinity for services of similar character: *Provided*, That no payment shall be made for services rendered in the suppression of fires for which the Permittee, its employees, contractors, or subcontractors or the employees of such contractors or subcontractors are responsible.

(5) To pay for the loss of all timber ten (10) inches or more in diameter occasioned by fires for which the permittee, or any of its employees, contractors or subcontractors, or the employees of such contractors or subcontractors are responsible for the start or spread, the assessment of the value of such damages to be determined by the Commissioner of Indian Affairs or his authorized representative on the basis of the value of such timber on sales of similar timber in the vicinity. Also to pay liquidated

damages of ---fifty--- dollars (\$ 50.00) per acre for all young timber less than ten (10) inches in diameter destroyed by such fires unless a lesser rate of damages shall be approved by the Commissioner of Indian Affairs, and to pay all costs for the suppression of fires for which it, or any of its employees, contractors, or subcontractors, or the employees of such contractors or subcontractors are responsible.

(6) Not to burn rubbish, trash, or other flammable materials except with the consent of the authorized representative of the Commissioner of Indian Affairs, and not to use explosives in such manner as to scatter flammable materials on the surface of the land during the fire season, except as authorized to do so by such representative.

(g) LIQUOR.—The Permittee agrees not to use or permit to be used any part of the premises for any unlawful purpose; that it will not use or permit to be used any part of the premises for the manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Permittee or with its knowledge, renders this permit voidable at the option of the Superintendent.

(h) ASSIGNMENT.—The Permittee agrees not to assign this permit or any interest therein by an operating agreement, an agreement to pay overriding royalty or otherwise, nor to sublet any portion of the permitted premises, except with the approval of the Secretary of the Interior or his authorized representative.

(i) SURRENDER AND TERMINATION.—The Permittee may, in writing, surrender this permit at any time upon the performance of all the Permittee's obligations hereunder, upon the payment of \$1 and upon a showing satisfactory to the Secretary of the Interior or his authorized representative, that full provision has been made for the conservation and protection of the property. If this permit has been recorded, Permittee shall file a recorded release with its application for surrender.

(j) REPORTS.—The Permittee shall within 30 days after the termination of this permit furnish the Superintendent detailed and complete written reports of the prospecting done and all information concerning the nature and value of the minerals.

(k) REGULATIONS.—This permit is granted pursuant to the act of May 11, 1938 (52 Stat. 347, 25 USC 396a) and regulation 25 CFR 171 and 30 CFR 231, and must comply with all the laws and regulations applicable to prospecting on Indian lands.

(l) BOND.—Before this permit becomes effective, Permittee shall furnish to the Superintendent of the San Carlos Apache Agency, San Carlos, Arizona 85550, an acceptable surety bond in the amount of TWO THOUSAND AND 00/100 dollars (\$ 2,000.00).

(m) CANCELLATION AND FORFEITURE.—When in the opinion of the Secretary of the Interior or his authorized representative, there has been a violation of any of the terms and conditions of this permit, or the applicable regulations, the Secretary or his authorized representative may at any time after thirty days' notice to the Permittee, specifying the violations, declare this permit void.

(n) This permit is revocable at the discretion of the Chairman of the San Carlos Apache Tribe.

(o) This permit is in the nature of a general reconnaissance survey permit and while it includes geological, geophysical, geochemical studies, sampling, etc., it does not include core drilling.

BY COMMISSIONER:

Two addresses for execution

sent on the day and year here upon receipt of

IN WITNESS WHEREOF, the said Secretary has hereunto subscribed their names and affixed their

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

SAN CARLOS APACHE TRIBE

Two witnesses to execution
by Permitter:

Chairman
San Carlos Apache Council

P.O.

Secretary
San Carlos Apache Council

P.O.

Two witnesses to execution
by Permittee:

Name and Title
of Authorized Officer
for Permittee

P.O.

P.O.

The within permit is approved. _____, 19__

Superintendent, San Carlos Agency

U.S. GOVERNMENT PRINTING OFFICE 10-74293-1

Recommended by:

Chairman, San Carlos Apache Tribal Mining Board
San Carlos Apache Tribe

Approved as to form:



Edward B. Berger
Special Counsel to San Carlos Apache Tribe

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BOND TO ACCOMPANY PROSPECTING PERMIT

KNOW ALL MEN BY THESE PRESENTS, That _____
of _____, as principal _____, and _____
of _____, as surety, are held and firmly bound
unto the United States of America in the sum of TWO THOUSAND AND NO/100
Dollars (\$2,000.00), lawful money of the United States of America, for
the payment of which well and truly to be made, we bind ourselves, and each
of us, our and each of our heirs, executors, and assigns, jointly and sever-
ally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 19____.

The condition of this obligation is such that, whereas the said prin-
cipal _____, as permittee, entered into a certain indenture of mineral pros-
pecting permit approved _____, 19____, with the San Carlos Apache Tribe,
permitter, as obligee, for a permit on a tract of land described as follows:

1,827,501 acres, more or less, to-wit: within the boundaries
of the San Carlos Apache Tribal Reservation, State of Arizona,
excepting those areas that may be officially withdrawn from
prospecting, patented mining claims, validated mining claims,
and areas presently under lease, and allotted lands

for mineral exploration purposes for the period of SIX (6) MONTHS from the
date of approval thereof.

WHEREAS the principal _____ and surety agree that the neglect or for-
bearance of the permitter-obligee in enforcing against the permittee the
performance of any covenant, condition or agreement of the permit shall not
in any way release the principal _____ and surety, or either of them, from
any liability under this bond; and

WHEREAS the principal _____ and surety agree that in the event of any
default under such permit, the permitter-obligee may prosecute any claim,
suit, action, or other proceeding against either the principal _____ or
surety without the necessity of joining the other.

Now, if the said principal _____ herein shall faithfully carry out and
observe all the obligations assumed in said indenture of permit, and shall
observe all the laws of the United States, and regulations made, or which
shall be made, thereunder, for the government of trade and intercourse with
Indian tribes, and all the rules and regulations that have been or may here-
after lawfully prescribed by the Secretary of the Interior relative to min-
ing leases on the said Reservation, so far as applicable, then this obliga-
tion shall be null and void, otherwise, to remain in full force and effect.

PROVIDED, That in event supervision over all the permitted tract to which this bond applies is relinquished by the Secretary of the Interior and permittee shall have made all payments then due under the permit and shall have fully performed all obligations on his part to be performed up to the time of relinquishment of supervision, this bond shall be of no further force and effect.

The rate of premium charged on this bond is \$ _____; the total premium paid is \$ _____.

Signed and sealed in the presence of -

WITNESSES: (Two for each signature)

_____)

P. O. _____)

as to _____
Principal (Permittee)
(signature of authorized officer
of Permittee)

as to _____
Surety
(signature of designated officer
for Bonding Company)

APPROVED:

DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

(Date)

Superintendent