

72	Misc	VOID	\$
73	Misc		\$
74	Misc		\$
75	60 ' Thickner Unit		\$
76	15 Ton Bin Feeder w/10HP Mtr./Clevnd Gear Red		\$
77	100 ' Belt w/Motor and Gear Reducer		\$
78	4 X 16 Trommel w/Gear Reducer & 10 HP Motor		\$
79	Twin 48'' Atkins Sandscrew w/75HP Mtr/Catwalk		\$
80	US 50HP Elec Mtr.w/6x4 Vacseal Pump-Rubber Lnd		\$
81	Clear Water Carbon Adsorbtion Unit (6) 2-Ton Pressure Towers, (1) 2-Ton Open Tower, Catwalk		\$
81A	and 75 HP Century Pump(3X4), and Electrical		\$
82	2- 20,000 gallon and 1- 12,000 gallon Settling Tanks w/ (4) 3/4 X 3/4 Transfer Pumps		\$
83	Carbon in Pulp/ Carbon in Leach Unit-includes (3) 7 X 9 Agitation Tanks w/Lightnin Agitators 3''Stainless Steel Sandpiper Pump, 2''Transfer Pump, (1) Cone Hopper w/Electrical and Catwalk		\$
84	4 X 6 Vacseal Pump w/30HP Motor		\$
85	Small Pump		\$
86	8,000 Pounds of West States 521G Carbon 8000x3		\$
87	3 X3 Dual Prime Pump w/7 1/2HP Delco Motor		\$
88	Misc		\$
89	Screens		\$
90	Screens		\$

48	Assorted Pump Parts	\$
49	Bauer Hydra-sieve Model 552F	\$
50	Denver SRL 3X3 Sand Pump w/ 10HP Elec. Motor	\$
51	Pallet of Assorted Valves	\$
52	2 KW DC Generator	\$
53	Allen Sherman Pump	\$
54	Misc Vacuum Pump	\$
55	Misc VOID	\$
56	Misc	\$
57	Misc	\$
58	Misc	\$
59	Misc	\$
60	Misc	\$
61	Misc	\$
62	Misc	\$
63	Misc	\$
64	Misc	\$
65	Misc	\$
66	Misc	\$
67	Misc	\$
68	Misc	\$
69	Misc	\$
70	Misc	\$
71	Misc	\$

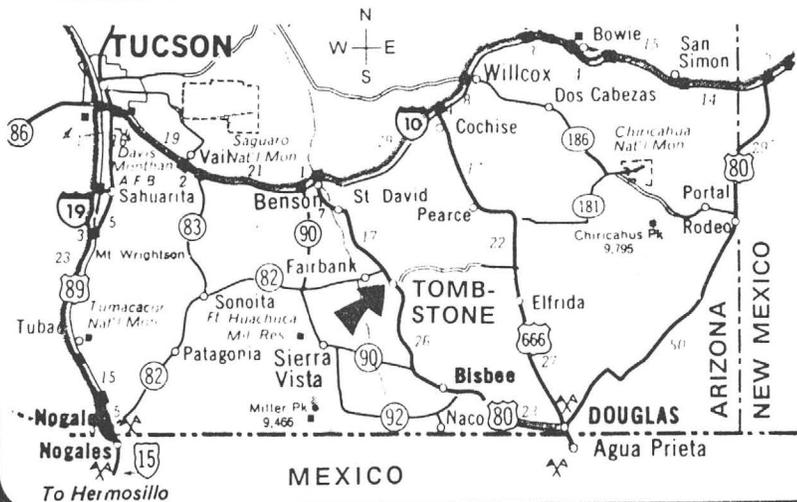
21	Mud Pump		\$
22	GE 25 HP Electric Motor		\$
23	US 7 1/2 HP Electric Motor		\$
24	4 Assorted Electric Motors		\$
25	US 40 HP Electric Motor		\$
26	US 30 HP Electric Motor		\$
27	Pallet of Electric Switch Boxes		\$
28	Pallet of Electric Switch Boxes		\$
29	Pallet of Assorted Flanges and Switches		\$
30	6 Gate Valves	6x	\$
31	3 Gate Valves	3x	\$
32	Pinch Valve		\$
33	Assorted Elbows and Tees		\$
34	4 Plug Valves	4x	\$
35	6'' Check Valve		\$
36	4'' Cross Tee		\$
37	Assorted Fittings		\$
38	Assorted Victaulic Fittings and Clamps		\$
39	Ingersol-Rand 5x3 Pump w/15 HP Electric Mtr.		\$
40	Dorr-Oliver 6x4 Rubberlined Pump		\$
41	Falk Gear Reducer 48 to 1		\$
42	US 7 1/2 HP Elec. Mtr. 3 Phase 440 Metric		\$
43	Electric Motor 10 HP		\$
44	GE 50 HP Electric Motor		\$
45	Wilfly 6 x 10 Sand Pump		\$
46	Dorrco Double Diaphragm 10X6 Pump w/elec mtr.		\$
47	Spool of Stainless Steel Wire approx, 3000'		\$

TOMBSTONE, ARIZONA

<u>Lot #</u>	<u>Description</u>	<u>Price</u>
1	Bolt bin and Contents	\$
2	4 Gate Valves	4x \$
3	2 Butterfly Valves	2x \$
4	Jaeger Pump 6''x 6''	\$
5	Centrifigal Pump with Motor	\$
6	Gormann Rupp Pump 3''x 3''	\$
7	Worthington Pump 4''x 3''	\$
8	3''x 3'' Denver Pump w/Westinghouse 20HP motr	\$
9	ITT 1 1/4''X 2'' Pump w/2 HP Motor	\$
10	UMI 1 1/4''x 1''Centrifigal pump w/2 HP Motr	\$
11	Jet 1''x 3/4'' Pump/1/2 HP Motor	\$
12	3/4 X 3/4 Centrifigal Pump w/3/4 HP Motor	\$
13	Morse 87 to 1 gear reducer Model 103K	\$
14	Krebs Cyclone Seperator Md.202 8x6 rated	\$
15	Krebs Cyclone Seperator Md.202 8x6 rated	\$
16	Krebs Cyclone Seperator Md.202 8x6 rated	\$
17	Krebs Cyclone Seperator Md.202 8x6 rated	\$
18	Gardner-Denver Compressor 250CFM	\$
19	Jaeger Pump w/ 10HP Motor	\$
20	Pump w/ 15 HP Motor	\$

AUCTION

SILVER AND GOLD PROCESSING EQUIPMENT



AUCTION STARTS AT 10:04 A.M.
THURS., DEC. 8, 1988

Tombstone, Arizona

Half-Mile SE of City at PBR Minerals
(Old Bisbee Hwy. off Allen St.)

FOR INFORMATION:
(602) 457-2282 or FAX (602) 457-3020
Tombstone, Arizona

AIRLINES (Serving Tucson, Arizona)

American	1-800-433-7300
Delta	1-800-221-1212
Braniff	1-800 BRANIFF
Eastern	1-800-327-8376
American West	1-800-247-5692
Aero Mex	1-800-237-6639

RENT-A-CAR (Serving Tucson, Arizona)

Avis	1-800-331-1212
Budget	1-800-527-0700
Hertz	1-800-654-3131

LODGING (Tombstone, Arizona)

Lookout Lodge (Best Western)	602-457-2223
Tombstone Motel	602-457-3478
Lariat Motel	602-457-2272
Adobe Lodge	602-457-3641

Return Address:
P.O. BOX 5133
LUBBOCK, TEXAS 79417

AUCTION

Silver & Gold Processing Equipment

Starting at 10:04 A.M. On
THURSDAY, DECEMBER 8, 1988

IN HISTORIC
TOMBSTONE, ARIZONA
Half-Mile Southeast of the City at PBR
Minerals (Old Bisbee Highway off
Allen St.)

INSPECTION DAYS:
DECEMBER 6 AND 7, 1988

AUG

Gathering the News of *The Town Too Tough To Die*

TOMBSTONE TUMBLEWEED

The Official Newspaper of the City of Tombstone, Arizona

in VI, No. 48

Tombstone, Cochise County, Arizona, Wednesday, July 28, 1993

35 C



JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

James A. Briscoe
 5610 E. Sutler Lane
 Tucson, AZ 85712
 (602) 721-1375

Fax (602) 298-6688 (*2 after second ring)

Fax Cover Sheet

DATE 8/6/93 THIS IS PAGE 1 OF _____ SENDER Jim Briscoe

TO Jerry Niedfelt COMPANY TDC

FAX # (308) 382-7482 LOCATION (City/State) Grand Island NB

COMMENTS I talked again w/ Rich Histed
of Drilling Services yesterday.

He promised a contract for your sig.
today.

JAB

CONFIDENTIALITY CAUTION

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address at our cost.



JABA Inc.
PERSONAL CONTACT PROFILE

Gndr.:Mr.

First:Steve Init: Last:Henderson
Title:Director Of Public Works
Company:Tombstone, City Of
Address1:East Allen Street
Address2:
City:Tombstone
State:AZ Zip:85638
Code:Vendor(JesseeGrassman)
Type:Drilling/Equip.Operation
ID Number:
Capital:
Deficit:
User 6:
User 7:

Dear:Steve
Bus. Phone:1(602)457-3415,,,,159
FAX Phone : WifeMary
HomePHONE :1(602)457-3579,,,,159
Executive:James A. Briscoe
Country:USA(Jody-Dter.)
User 8:
User 9:
User 10:
User 11:
User 12:
User 13:
User 14:

Notes

Thursday 08/05/1993 5:54 PM JAB

Imp *Imp*
The County is ready to take gravel if we assay it for cyanide. They're concerned about potential for Cn deeper within the pile. thus we,ll dig as deeply as possible into the pile on the south end (where we've agreed to take it from - they're satisfied with that) and along the leading edge of that pile & have Gary Lindroos do a Hatch test on it. Assuming its ok, we'll send it in to a certified lab for their analysis. The Co will take samples from the same area 1:& do physical analysis on it. As a formality they have to send it out for bid - but they're satisfied with the price & its unlikely that anyone else can meet both the specs and the price. The bid procedure will take about 10 days from the time we get clear CN analyses. They will then start hauling. Steve will use the City front end loader in exchange for gravel at the agreed rate.

Rev. scrap pick up w/ Jesse -- J. Neidfelt agreed he could have the profit from any scrap for picking it up. The only requirement that if any of the material is still good for its original purpose, they must check with me before it can be sold and TDC has the option of retaining it or selling for their own account.

The old PVC will be picked up on his hourly rate, and deposited where ever Gary Harrison Cochise Co. Solid Waste Management designates.

Tuesday 08/03/1993 12:17 PM JAB

Discussed the Following:

1. OK to fill the small holes around the Mine Tour decline with large cement boulders per our discussion.
2. Jerry N. gave OK to use City crews to manicure & prune desert vegetation along gulch in the mine tour area per our discussion, so that law enforcement can see whats going on in that area. SH wants to check with surface owner - he'll have the city personnel check lot boundries & get the name & phone

Gathering the News of *The Town Too Tough To Die*

TOMBSTONE TUMBLEWEED

The Official Newspaper of the City of Tombstone, Arizona

VI, No. 48

Tombstone, Cochise County, Arizona, Wednesday, July 28, 1993



Drilling Services Company

A Division of Layne-Western Company, Inc.

12030 East Riggs Road • Chandler, Arizona 85249 • (602) 895-9336

Mr. Jerry Neidfelt
Tombstone Development Corp.
FAX # (308) 382-7482

August 5, 1993

Dear Mr. Neidfelt:

Per Mr. Briscoe's request, I am sending you a contract to perform the drilling, construction and development of two (2) monitoring wells at the Tombstone property.

I have revised the prices upward to reflect our increased costs involved in this program particularly with respect to the highly fractured ground encountered in our earlier efforts. DSC will provide materials on a invoice cost plus 15% and appropriate taxes basis. Below is a revised cost estimate to complete the project. Prices used are approximate based on available data. Prices of materials may vary.

only need one now of P. changes I later will think make a difference in cost there will be no additional charges except for make & dc make

Activity	Rate/Duration	Cost
Drilling 600" x 5.5" hole	\$6.25/foot	\$3,750.00
Installing PVC casing	4 hrs. @ \$190/hr	\$760.00
560' 4" PVC blank	\$4.00/foot	\$2,240.00
40' 4" PVC screen	\$5.50/foot	\$220.00
Total		\$6,970.00

I realize that some of the holes have been drilled to a certain depth and the drilling cost would be adjusted to reflect this. Only the charge of \$150.00 per hour for re entering the hole would apply.

Please let me know what you decide.

Sincerely,

Richard C. Histed
Richard C. Histed
Branch Manager

received
8/11/93

REVIEWED
JAB.
8/13/93



REVERSE CIRCULATION ROTARY DRILLING SERVICES

TO

Mr. Jerry Neldfelt

FOR

**Tombstone Development Corp.
FAX (308) 382-7482**

(Hereinafter referred to as Client)

FROM

**DRILLING SERVICES COMPANY
Division of Layne-Western Company, Inc.**

**12090 EAST RIGGS ROAD
CHANDLER, ARIZONA 85249
(602) 895-9336**

(Hereinafter referred to as Contractor)

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date:8-5-93

IN CONSIDERATION OF THE MUTUAL PROMISES, CONDITIONS AND AGREEMENTS HEREIN CONTAINED AND THE SPECIFICATIONS, SPECIAL PROVISIONS SET FORTH IN SCHEDULES "A" THROUGH "G" ATTACHED HERETO AND MADE A PART HEREOF, CONTRACTOR OFFERS TO UNDERTAKE THE WORK ON A CONTRACT BASIS:

1. THE CONTRACTOR PROMISES AND AGREES:

- 1.1 To furnish equipment as per Schedule "A" attached.
- 1.2 To furnish personnel as per Schedule "B" attached.
- 1.3 To provide a board and room allowance for the personnel furnished by the Contractor.
- 1.4 To provide parts, supplies, materials, fuels, lubricants, etc. pertinent to the efficient performance of this undertaking, excepting casing, cement, drilling mud, additives, rotary and down-the-hole hammer bits.
- 1.5 To procure, at the request of the Client and/or Client's representative, casing, cement, drilling mud, additives, rotary, down-the-hole-hammer bits and such other additional supplies, materials, personnel and equipment as may be necessary for the efficient operation and completion of the drilling assignment. Compensation for the procurement of such additional supplies, materials, personnel and equipment shall be at the rates set forth in Schedule "G" attached.
- 1.6 To leave the drill site free of all debris resulting from the work performed by the Contractor excepting drill cuttings.
- 1.7 To conduct all operations hereunder in full compliance of all rules and regulations adopted by any legal government ordinance whether Federal, State, Municipal or City.
- 1.8 To prepare a daily drill log (Schedule "C") summarizing in detail the days activities including consumable and chargeable items. One copy of the daily drill log will be provided the Client and/or the Client's representative on a daily basis.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7883
Date: 8-5-93

- 1.9 To provide and maintain insurance coverage with an insurance company or companies authorized to do business in the State where the work is to be performed and satisfactory to the Client, insurance coverage of the kind and in the amounts set forth in Schedule "D". Contractor will, if requested to do so by the Client, procure from the company or companies writing said insurance a certificate or certificates satisfactory to the Client that said insurance is in full force and effective and that the same shall not be cancelled or materially changed without ten (10) days prior written notice to the Client.
- 1.10 To operate the Contractor's equipment on a single shift basis up to ten (10) hours per day, on a ten (10) days on, four (4) days off schedule, or at some other schedule mutually agreeable to Contractor and Client.
- 1.11 To commence drilling operations as scheduling and rig availability permits and to diligently continue the work until it is completed or until the assignment is terminated as hereinafter provided.
- 1.12 To render an invoice for services performed within five (5) days after the end of the month or alternately within ten (10) days of the conclusion or termination of the assignment, if such assignment is commenced and concluded within a calendar month.
- 1.13 To conduct drilling and sampling operations in accordance with the procedures detailed on Schedule "E".

2. THE CLIENT PROMISES AND AGREES:

- 2.1 It is recognized that the Client has superior knowledge of the location of the work, the access routes to the location of the work, surface and sub-surface conditions, weather patterns, etc. and Client is obligated to advise Contractor of all or any of the conditions that may affect Contractor's performance of this undertaking. Additionally, prior to the commencement of drilling at the drilling location named

**Drilling Services Company
Offer of Drilling Services
Quotation No. 7883
Date:8-6-93**

herein, the Client shall have determined and marked the locations of the bore holes and shall have made provisions for right-of-way, reasonable maintained access roads, sound locations, adequate in size and capable of properly supporting the drill unit. The Client shall procure all entry permits and hold harmless the Contractor for claims of trespass or damage to property required in carrying out the work contemplated by the Client hereunder, except where Contractor is negligent or has violated the Client's specific written instructions. The Client will provide a bulldozer and/or some other suitable machine and/or vehicle to provide towing and other assistance as may be required for the satisfactory performance of the undertaking.

*They should
plug hole as
reg. by state
law if unusable
at a H2O well*

- 2.2 The Client shall be responsible for all underground utilities, the plugging of bore holes and the refurbishing of the ground surface as may be required.
- 2.3 That should it direct, in writing, the Contractor to furnish supplies, materials, personnel and equipment other than those items specifically furnished by Contractor in Schedules "A" and "B" of this quotation, the Client will reimburse Contractor for those items as detailed in Schedule "G" attached.
- 2.4 The Client agrees to pay Contractor for the mobilization and demobilization of personnel and equipment, for services provided and for materials supplied at the rates as detailed in Schedule "G" herein upon receipt of the Contractor's invoice.
- 2.5 The Client shall be responsible for the handling transporting, and safekeeping of the geological samples and will provide all sample bags and/or containers for the storage of the samples.
- 2.6 That the information detailed on Schedule "F" hereto reasonably and adequately describes the conditions of the work to be undertaken.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date:8-5-93

3. OTHER SPECIAL CONSIDERATIONS:

- 3.1 Contractor's invoices for services provided are net, due and payable upon receipt. Invoices unpaid thirty (30) days after date of the invoice will be subject to a delinquency charge of one and one half percent per month (18 percent per annum).
- 3.2 All the information and data obtained by reason of, or in connection with, the work shall be the exclusive property of the Client. The Contractor will keep all such information and data strictly confidential and will not divulge or use, or permit its employees to divulge or use any information or data so obtained.
- 3.3 All risk and damage to Contractor's tools, machinery, appliances or equipment shall be at all times borne and assumed by the Contractor unless Client expressly agrees to reimburse Contractor for such loss or damage.
- 3.4 It is specifically understood that the Contractor is not the agent of the Client and is not authorized to act for or on behalf of the Client or to bind the Client in any manner whatsoever, and that this agreement shall never be construed as creating a joint venture or other relationship whereby either party hereto shall be held for the acts either of omission or commission of the other party hereunder. Contractor agrees that the services provided herein will be performed as an independent Contractor. The exclusive direction, management and control of the employees of Contractor and of the work to be done under the provisions of this contract shall always reside in Contractor.
- 3.5 That neither party to this agreement shall be liable for any loss or damage caused by reason of strikes, accidents, acts of God, action of the elements, or of any other caused beyond its control.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date:8-5-93

- 3.6 That this assignment is based upon Contractor performing this assignment with his regular drill crew and under a non-union operation. Should local unions require Contractor or its employees to join their local union against Contractor's will, this agreement shall terminate and shall be open for renegotiation.
- 3.7 It is fully understood and agreed that none of the requirements of this contract shall be considered as waived and/or modified unless the same is done in writing, and then only by the persons executing this contract, or other duly authorized agent or representative of the party.
- 3.8 Contractor may employ other Contractors to perform the work detailed in Schedule "F" provided that the Contractor obtains written consent from the Client.
- 3.9 This agreement shall continue in force until the drilling assignment is completed or until cancelled by either party hereto, such cancellation to be effective by giving written notice (by mail or telegram) to the other party at the addresses given herein not less than three (3) calendar days prior to date of termination; **PROVIDED HOWEVER**, upon the breach of any substantial provision of this agreement, the party not guilty of such breach, may if it elects, cancel this agreement without the written notice provided for above. In the event of termination under this provision, the Client shall compensate Contractor in accordance with the schedule of compensation as detailed in Schedule "G" herein.
- 3.10 This agreement will be governed by and construed in accordance with the laws of the State of Arizona
- 3.11 This offer of drilling services is valid for acceptance through September 15, 1993. After this date, the honoring of this quotation would be subject to the availability of personnel and equipment and any extension of this offer would be entirely discretionary by the Contractor.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date:8-5-93

The foregoing offer of drilling services is made by:

**DRILLING SERVICES COMPANY
DIVISION OF LAYNE-WESTERN CO., INC.**

By: Richard C. Histed

Title: District Manager

The foregoing offer of drilling services is accepted by:

By: _____

Title: _____

Date of Acceptance _____

Compensation Plan Selected: _____

Drilling Services Company
 Offer of Drilling Services
 Quotation No. 7683
 Date: 8-5-93

SCHEDULE "A"**SCHEDULE OF EQUIPMENT TO BE SUPPLIED**

ITEM	QTY	DESCRIPTION OF EQUIPMENT
1.	1	Cyclone Model TH-60 mounted on a diesel powered carrier. The drill unit is equipped with air compressors delivering 750 CFM free air at 350 PSI, a reverse circulation system for drilling with dual-tube drill pipe and hydraulically controlled water injection system.
2.	600	Feet of 4 1/2 inch O.D. by 2 1/4 inch I.D. dual-tube drill pipe.
3.	1	Pickup truck.
4.	1	Cyclone assembly complete with discharge hose.
5.	1	Drill bit subs and adapters for tricone and/or down-the-hole hammer drilling up to a hole diameter of 5 1/4 inch.
6.	1	Mission SD-5 Silverdrill Hammer. 1 car hammer
7.	1	Three-tiered Jones-type splitter.
8.	1	Combination pipe, service and water truck.
9.	1	Rotary Wet Splitter.

SCHEDULE "B"**SCHEDULE OF PERSONNEL TO BE FURNISHED**

DRILLER (S)	1
DRILL HELPER (S)	1
SAMPLE HANDLER	1

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

Frank B. Hall & Co. of Mo., Inc.
100 North Broadway, Boatmen's Tower
St. Louis, Mo. 63102
(314) 231-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

2151.00
DRILLING SERVICES CO.
A DIV. OF LAYNE-WESTERN COMPANY, INC.
12030 E. RIGGS ROAD
CHANDLER, AZ 85249

- COMPANY LETTER A HARTFORD INSURANCE
- COMPANY LETTER B
- COMPANY LETTER C
- COMPANY LETTER D
- COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR. OWNER'S & CONTRACTOR'S PROT. X CONTRACTUAL	84 CSE D58804E 84 JSE D58803E	5/01/92	5/01/93	GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED. EXPENSE (Any one person) \$ 5,000
A X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	84CSED58805E 84CSED58806E TX	5/01/92	5/01/93	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Page 9 of 14

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J. Curtis Taylor

AAC

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date: 8-5-93

SCHEDULE "E"

PROPOSED METHOD OF DRILLING AND SAMPLING

The reverse circulation rotary method (RCR) will be employed utilizing double wall drill pipe, full bore tricone and/or button bits and reverse circulation air flow to drill and sample the formation. Should it be necessary and/or desirable to drill the hard formations with a down-the-hole hammer drill, the double wall drill pipe, interchange sub and down-the-hole hammer drill would be utilized. With either method, the reverse circulation system would be employed to recover the geological sample up through the center of the double wall pipe and the sample will be discharged at the surface via a cyclone directly onto a Contractor supplied three tiered Jones splitter. Should the sample be in a completely dry state and/or in a sticky condition, water may be injected into the air flow, on an intermittent or continuous basis, to assist in the recovery of the sample. Surface casing may be employed as required to stabilize any alluvial fill that may be present at the top of the hole.

SCHEDULE "F"

INFORMATION RELATIVE TO THE WORK TO BE UNDERTAKEN

1. **Location of the Work:** Tombstone, Arizona
2. **Formation to be Drilled:** Bisbee group sediments. (Siltstones and shales.)
3. **Hole Size and Angle:**

The bore holes shall be drilled a minimum diameter of 4 7/8 inches to a maximum diameter of 5 1/4 inches. The bore holes shall be drilled vertically and cased.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date: 8-5-93

4. Hole Depth:

The bore holes shall be drilled to a maximum of 800 feet.

Should down-the-hole conditions be such as to preclude the drilling of the bore hole to the desired maximum depth, the driller, in consultation with the Client and/or Client's representative, would jointly decide the maximum safe depth and their decision would be binding upon the Contractor and the Client.

5. Scope and Purpose of this Undertaking:

Approximately 1,200 feet of exploratory drilling.

6. Sampling Interval:

After setting of the blowout preventer and/or surface casing, drilling would proceed to provide geologic samples in increments of five (5) feet.

SCHEDULE "G"

COMPENSATION SCHEDULE

1. Mobilization & Demobilization:

For the supply of equipment and the furnishing of personnel, there will be a one time charge of \$500.00

2. Travel Time:

The first one (1) hour of daily travel time from the nearest available source of accommodation and fuel supply is included in the compensation plans set forth herein. However, daily travel in excess of one (1) hour per day per shift would be chargeable at the hourly rate of forty five dollars (\$45.00).

Drilling Services Company
Offer of Drilling Services
Quotation No. 783
Date: 8-5-93

3. Drilling Services:

The job site drilling and ancillary services will be provided at one of the following plans. Prior to the commencement of drilling operations, Client will have the option of selecting the plan best suited for their requirement and the Contractor will perform the drilling and ancillary services in accordance with the plan selected for the drilling program.

FOOTAGE RATE:

For all footage drilled calculated from the surface of the bore hole to the depth penetrated by the drill bit utilizing an HCR tricone or a standard downhole hammer/interchange assembly, the footage charge would be at the following rate:

\$6.25 per foot

Time consumed setting casing, including all activities to do so, would be charged at the hourly rate of:

190
\$190.00 per hour

Time consumed for hole abandonment, setting surface casing, water haulage, move between holes, etc. will be charged at the hourly rate of:

\$150.00 per hour

4. Breakdown and Servicing Equipment Time:

No charge for down time would apply for the time consumed repairing Contractor supplied equipment. Breakdown is defined as that breakage occurring above the ground.

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date: 8-5-93

5. **Compensation for Abandoned and/or Broken Drill Pipe and/or Drill Tools:**

In the event that Contractor would be required to drill without water injection, or through old mine workings (shafts, stopes and drifts) which results in stuck and/or broken drill pipe and tools, Contractor will exert his best effort to extract the stuck and/or broken drill pipe and tools for a period of thirty two (32) hours. At the end of that period, should recovery not be achieved, the drill pipe and/or drill tools would be considered lost and/or abandoned and Contractor would be entitled to receive payment according to the following Schedule:

Within the first 10,000 feet of drilling at seventy five (75) per cent of the replacement cost. Thereafter, liability would be decreased by five (5) per cent for each increment of 1,000 feet drilled.

The current replacement cost of the drill pipe and drill tools F.O.B. job site are:

- Dual wall drill pipe 20 feet lengths \$1,690
- Interchange Sub \$899
- Regular Bit Sub \$584
- Mission SD-5 Silverdrill Hammer \$5,040

6. **Compensation for Extracting Stuck and/or Broken Drill Pipe and/or Drill Tools, etc.:**

Hours consumed in the recovery and/or attempted recovery of drill pipe and/or drill tools, etc. on any one bore hole would be chargeable at an hourly rate of \$190.00 for the first eight (8) hours and at an hourly rate of \$150.00 for all hours consumed after the first eight (8) hours. The maximum chargeable on any one bore hole would be thirty two (32) hours.

or $(8 \times 190) + (24 \times 150) = 1,520 + 3,600 = 5,120$

Drilling Services Company
Offer of Drilling Services
Quotation No. 7683
Date: 8-5-93

7. Standby Time:

Hours consumed per shift on a standby basis at the convenience and/or request of the Client will be chargeable at the following rates:

- a. With drill crew @ \$150.00 per hour
- b. Without drill crew @ \$110.00 per hour (Provided the drilling supervisor and/or crew driller is notified at least eight (8) hours in advance that standby will be required.)

All standby charges would be limited to eight (8) hours per shift in any one day.

8. Providing Drill Bits, Additional Supplies, Equipment, Personnel, etc.:

The contractor will, at the request of the Client, provide drilling bits, drilling mud, casing, drilling additives, cement, supplies, equipment, etc., and engage subcontractors, and provide such additional services as may be required at Contractor's cost, plus fifteen (15) percent handling.

The following is the approximate cost of bits:

Tricone Bit	\$680.00
Hammer Bit	\$400.00
Hollow Hammer Bit	\$700.00

Drilling Services Company

12200 East Riggs Road - Chandler, Arizona 85249 - (602) 895-9336

A Division of Layne-Western Company, Inc.

FAX TRANSMITTAL FORM

DATE:

8/11/93

TO:

Mr. Tim Briscoe

NUMBER:

FROM:

Rich Histed

NUMBER:

(602) 895-9336 OFFICE PHONE

(602) 895-9336 FAX NUMBER

NO. PAGES:

(Including Cover Page)

COMMENTS:

Please Call If There Is A Problem With Your Copy.



REVERSE CIRCULATION ROTARY DRILLING SERVICES

FILE Proj file
Tombstone



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

August 16, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry,

Re: Pulling Pump on PBR# 1 and authorization to start drilling
Monitor Well TDC# 1.

Steve Henderson has told me he would charge \$50 per hour for pulling the pump and replacing it in PBR # 1. Parts or errand running would be charged at \$25. He thinks it will take 10 to 12 hours of rig time, but won't guarantee anything. His standby while getting the pump repaired, ordering a new one etc would be nothing as he can simply quit and go home. This sounds considerably more economic than the \$190 per hour charged by Drilling Services to do the same work. Further they would charge stand by for time waiting for parts. If you agree, I would like us to go ahead ASAP to see if we can get PBR # 1 completed. However, I want to point out this would be a deal between TDC and Steve Henderson, and he is in no way an associate, employee or subcontractor of JABA Inc. Thus JABA Inc. would take no responsibility for his insurance nor work.

I have also as of last week received a copy of the contract from Drilling Services. In spite of promises to immediately fax me a copy, Rich Histed only did this after I called him. I understand you have had your copy for a while. I have reviewed the contract and it looks fine. I called Rich to find out whether there would be any change in the quote, as the ADEQ will allow us to drill one hole at a time. He said there wouldn't except for additional move and demobe charges.

Rich has a drill rig ready to start work this Wednesday if he can find the PVC necessary for casing. If you will sign the contract this afternoon, perhaps we can have the well in by this weekend.

⊗ 12:30 PM
Tuc. Time
8/16/93

FILE

Jesse Grassman is apparently making good headway in collecting scrap off the property. I will be down on the property tomorrow to do sampling on the pregnant and barren solution ponds per the ADEQ as well as sampling the waste heaps to the south for cyanide in cooperation with the county people. Gary Lindroos worked on cleaning up the laboratory and taking an inventory of chemicals per the ADEQ request, yesterday.

Very truly yours;

James A. Briscoe
JN09/16/93



JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

FAX TRANSMITTAL # of Pages 2
 TO: Don. G Bell FROM: J.A. BRISCOE
 CO: AZ DEQ JABA, INC.
 DATE: 8/27/93 PHONE: (602) 721-1375
 FAX # (602) 207-4634 FAX # (602) 298-6688 *2
 COMMENTS _____

August 24, 1993

Mr. Jerry Niedfelt
 President
 Tombstone Development Company Inc.
 P.O. Box 1445
 Grand Island, NB USA 68802

Dear Jerry,

Re: Completion Monitor Well TDC #1, Pulling pump on Monitor Well PBR #1, Tombstone, AZ.

Monitor Well TDC #1 was reentered Friday morning 8/20/93 and drilled from 225 to about 525 feet. It was my understanding as well as the drillers that the hole had been abandoned at 180 feet. Regardless either there was a cavity or it was drilled deeper than was reported. The section was mudded up and gave no further problems.

The hole was completed to 600 feet the next day, Saturday 8/21/93. At about 575 to the bottom at 600 feet a strong broken zone was encountered with caving conditions. This is probably the Tranquility fault. The driller didn't think he would be able to case to the bottom because of the cave, but the casing did go in ok.

Screens in the casing are set at 600 to 580 and 540 to 520. Water was encountered at about 485 feet. The well was developed and estimated to produce from 590 feet at about 35 gpm. It is currently capped and locked.

You expressed an interest in supplying a submersable pump for the well. The casing is 4.5" ID and the pump should be capable of pumping at least 10 gpm from 600 feet. It is important that we move as rapidly as possible to complete the well. Would you please advise as to the availability of your pump. Steve Henderson is figuring parts and costs to complete the well which I will forward as soon as it is available. Steve will install the pump and related equipment as well as a depth measuring system at his hourly rate of \$50/ hr rig time and \$25/ hr non rig time for his services.

PBR #1 has had the pump, wiring, production pipe and depth measuring pipe pulled by Steve Henderson. It took about 3 hours, and no problems were experienced. Steve is getting the pump tested now. He feels that at least some of the galvanized production pipe should be replaced. Further the PVC used for the depth testing mechanism was improperly glued together and should be replaced. He is getting costs together, and hopefully will



⊗

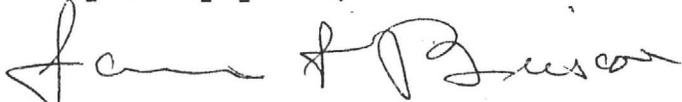
FAX TRANSMITTAL
of Pages
FROM: J.A. BRISCOE
LABAL, INC.
PHONE: (603) 751-1375
FAX: (603) 751-1375

have them within a few days. If the pump is burned out, we will need a replacement which perhaps you can supply. PBR # 1 well is about 800 feet deep and the pump was set, Steve estimates, at about 780 feet. Again a pump rate of 10 gpm for testing is adequate.

Back hoe cuts requested by the ADEQ are under way and will be completed this week. We are doing a tradeout with the City for crushed rock at our standard exchange.

The Million Dollar Stope filling is completed and looks good. I'll send along a photograph later.

Very truly yours;



James A. Briscoe
JN08/24/93
cc A.D. Mackenzie, Excellon
Don Bell ADEQ

⊗

SEP



7.503 / foot drilled not incl well completion charges.

NEW REMIT TO: FILE # 91090 P.O. BOX 97908 INGLEWOOD, CA 90397-7908

INVOICE

Drilling Services Company

PLEASE SHOW INVOICE NUMBER ON REMITTANCE

A Division of LAYNE-WESTERN COMPANY, INC.

REVERSE CIRCULATION ROTARY DRILLING 12030 East Riggs Road • Chandler, Arizona 85249 • (602) 895-9336

Sold To TOMBSTONE DEVELOPMENT Date AUGUST 30, 1993
BOX 1445 Cust. Order TOMBSTONE
GRAND ISLAND, NE 68802 Our Order 34-1056
Attention: Mr. Jerry Neidfelt Our Inv. No. 08-4056-3

TERMS NET DAYS

Table with columns for item description, unit, rate, and total amount. Includes items like Mobilization, Daily Travel Time, Job Site Drilling Services, and Materials Furnished.

Payment expected within ___ days after the date of this invoice. Layne-Western may institute a late payment charge at a rate of ___ percent per annum for all payments not made on or before the due date.

received 9/2/93

REVIEWED J.A.B. 9/2/93

M E M O

TO: JAB
FROM: TEW
DATE: September 17, 1993

RE: Waste oil clean up at Tombstone, JABA Project #101-01

Jim,

Pursuant to my work on finding someone to remove petroleum products and clean the soil up at Tombstone, in general it appears that we have two routes to go:

1. Hire someone qualified in the field to make an environmental audit, take samples, and provide a report, which will be followed, and then oversee clean up; or
2. Try to do it ourselves.

The first is the easy way out and the second will entail getting up to speed on all the rules, regulations and correct protocol pertaining to the various issues, and then overseeing the reporting and remediation efforts of subcontractors. Most of the rules and regulations are contained in the Arizona Revised Statutes, however, some are still in the proposal state.

People I have contacted have generally been open to question but it is hard to ask the proper questions when you know nothing of the subject matter. What I have been able to determine is that there are several test procedures used for petroleum products. The correct procedures need to be determined to correctly characterize the waste materials. It is not so much a matter to determine what they are, but more a need to determine what is in them. Apparently, characterization means determining how they will be disposed of, reused (re-refined), burned, or hazardous to be disposed of out of state. Needless to say, the cost varies for each type of disposal. Before we know what it will cost, we need to know what they need to be tested for. Once we

received
09/17/93



know that, then we can determine the analysis cost. Before we get an analysis, we need to find the proper sampling protocol, etc., etc. Once this is done, then we can find someone to pump the tanks and transport it to a disposal facility. Basically, as I understand it, this is what needs to be done with the contaminated soils also. As I understand it, once you remove the tanks and soil, additional samples are taken to make sure everything is cleaned up. The same apparently applies with the storage tanks.

The way it has been stated to me is to error on the side of caution. Do not assume anything, or take things for granted. Get everything in writing, and cover your ass, no matter the cost. One person stated it was preferable to do things right the first time, even though it is costly, as next time it may mean your business!

Jim, I have gotten a hold of several people in the consulting business, of which there are a number (see Pages 513, 518 ad 1420 of the current Yellow Pages). Wally of Haztech Enviro-Systems, Inc. (298-3040) was the most helpful and informative. Several I have contacted and left my name and number with. Most want to do an environmental audit. I have tried to get a hold of two waste oil transporters and have played telephone tag. Have found out though that the general charges for non-contaminate oils would be in the \$.10 to \$.25 a gallon range for removal and disposal, not including move and de-move to the site (no numbers as yet).

Dave Smith of Turner Labs (882-9788 - see attachment) was very helpful and was (highly?) recommended by Bill Limbeck over at Skyline Labs. He quoted me prices on several tests, i.e.:

BLS-181	\$ 45/sample
Metals (8)	\$140/sample
Flash Point	\$ 25/sample
PCB	\$ 95/sample
8015	\$125/sample

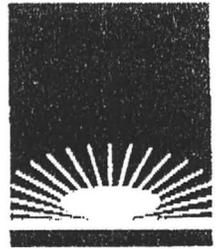
Some of these will need to be carried out on the oil and apparently others on the contaminated soils.

If we are going to be involved in these types of environmental issues in the future, I would strongly recommend that we start getting a library together of the regulations so that we can become better informed as to what needs to be done, how it should be done, etc. Many of the rules are in the ARS Title 49. I assume Don Bell could direct you to the various other important titles. Apparently, others are in A.A.C.R. (Rules) manual. I imagine we can get Bob to get copies of these from the Secretary of State.

Please advise.

Tom

TEW/msb



TURNER/CAS
LABORATORIES INC.

FAX TRANSMITTAL

TO: Tom WALDRIP DATE: 9/17/93
FROM: DAVE SMITH FAX #: 721-2768

Message:

Tom - Attached is some information that may help you in determining what you need. As I stated on the phone, this is only what we understand to be the case, and that you should contact ADEQ for definitive information on your specific needs. If I can be of further help please call

Number of pages 3 (including cover sheet)

IMPORTANT NOTE:

The document accompanying this transmission may contain information which is legally privileged and/or confidential. The information is intended only for the use of the individual named above. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or any use of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please immediately notify us by telephone and mail the original transmission to us. Thank you for your cooperation and assistance.

TURNER/CAS LABORATORIES, INC.
1844 West Grant Road, Suite 104
Tucson, Arizona 85745
(602) 882-5880
(602) 882-9788 - FAX

MEMORANDUM

Date: February 23, 1993
To: Tim Rand, Donna Rivera, Tom Tomchak, Woody Turner
From: David Smith
Subject: Waste Oil

Today, I spoke with Robert Virvil of ADEQ regarding testing of waste oil for disposal. I asked him what parameters that they require of an oil to determine the method of disposal. He said that ADEQ looks for the following:

Metals - As, Cd, Cr, Pb (TOTAL)

PCBs

Flash Point

Total Halogens

He also stated that in the case of waste automotive oil from service stations, the PCBs were not needed on all samples, but could be spot checked about once per year.

Jim This is Turner Labs understanding
Dave Smith suggested we contact above
reference person at ADEQ and get them
to put down exactly what tests will
be necessary, both for tanks and
soil as a CYA measure to fall
back on after completion of work.

SUGGESTED SOIL CLEANUP LEVELS

*Volatile
Organic
Compounds*

Total Petroleum Hydrocarbons	Benzene	Toluene	Ethyl-Benzene	Xylene	VOCs
100 mg/kg	0.13 mg/kg	200 mg/kg	68 mg/kg	44 mg/kg	*

Requested ADHS Approved Test Methods

CONTAMINANT	TPH	BTEX	VOCs
Gasoline	BLS-181	8020	NR
Kerosene	BLS-181	8020	NR
Jet Fuel	BLS-181	8020	NR
Diesel	BLS-181	NR	NR
Heavy Oil	BLS-181	NR	NR
Waste Oil	BLS-181	NR	8010
Solvents**	BLS-181	NR	8010

Footnotes:

- * Soils containing volatile organic compounds are often classified as hazardous wastes. Call the ADEQ's Hazardous Waste Compliance Unit at 207-4108 for guidance.
- ** Contact ADEQ's UST Hydrology Unit at 207-4268 or an analytical laboratory for guidance on appropriate test methods for particular semivolatile solvents of interest.
- *** NOTE: BLS-191 may be used to qualify BLS-181 data where there is a question of possible interference to the method or to help characterize what was released.
- NR Not required.

AQUIFER WATER QUALITY STANDARDS

Total Petroleum Hydrocarbons	Benzene	Toluene	Ethyl-Benzene	Xylene	VOCs
N/A	5 µg/l	1000 µg/l	700 µg/l	10,000 µg/l	*

Requested ADHS Approved Test Methods

CONTAMINANT	TPH	BTEX	VOCs
All Petroleum Hydrocarbons	418.1	502.2**	502.2**

Footnotes:

- * Refer to most recent AWQSS and HBGLs for information on specific compounds.
- ** The first round of water samples from a newly completed well must be analyzed using EPA Test Method 502.2. Subsequent samples may be analyzed using 503.1 upon ADEQ approval.
- N/A Not applicable (i.e. standards have not been established.)

TO: James A. Briscoe
 FROM: Robert J. Macer
 DATE: September 23, 1993
 RE: CSM/PBR/ADEQ Volumes Reproduction Costs.

Jim:

This memo is at the request of Tom. The Tombstone environmental volume materials are ready to be copied. They are found in Volume 8, Books 17, 18, & 23. Books 17 & 23 have already had an additional copy made. With Excellon and TDC getting all three books, and the ADEQ only getting Books 17 & 18, Book 23 is a copy of their files, the following is a break down of the costs:

Volume 8, Book 17	290 pages	290 X 2 =	580
Volume 8, Book 18	344 pages	344 X 3 =	1032
Volume 8, Book 23	422 pages	422 X 1 =	<u>422</u>
		Total =	2034

2034 copies X \$0.07 = \$142.38 X 1.07 = \$152.35 (Using Max)

Please get back to me on how soon this has to be done, and if we are to contract out with Max to do the copies, as our copier would have a hard time doing this many copies quickly.

Sincerely,

received
 9/24/93



Robert J. Macer

Robert J. Macer

RJM:rjm11.93

OCT



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

October 1, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry,

Re: Bills from Gary Lindroos, Arizona Registered Assayer and Steve Henderson.

Transmitted with this note are the bills from Gary Lindroos and Steve Henderson, referenced above. Gary has been cleaning and taking inventory of the assay lab as required by the ADEQ. He has also been sampling and assaying for free cyanide trenches in the PBR - Cowichan tails, and the TEI tails also as required by the ADEQ.

Steve Henderson's bill is for pulling the pipe and pump on PBR # 1 which we have to get re-installed per the ADEQ, and for a weeks worth of back hoe trenching which allowed the cyanide sampling Gary did.

I am in the process of preparing a progress report for the ADEQ on the above and will forward a copy on to you on completion.

Gary is due \$1,905 for his work and that of his wife who assisted.

Steve is due \$836.83 for his labor and diesel fuel.

I would appreciate it if you would pay each of them directly.

Very truly yours:

A handwritten signature in cursive script that reads "James A. Briscoe". The signature is written in dark ink and is positioned above the typed name.

James A. Briscoe
JN10/01/93
Attached bills

Sept. 26, 1993

To T. D.C.

Mr. Jerry Niedfelt

P.O. Box 1445
Grand Island, Ne. 68802

Aug 15 - Pulling pump

4 hrs @ \$50⁰⁰ per hr 200⁰⁰

Sept. 11-16 Backhoe work

Sept 11- 11 hrs Sept 14 - 4 hrs

Sept 12 12 hrs Sept 15 - 4 hrs.

Sept 13 4 hrs Sept 16 5 hrs.

Total of 40 hrs @ \$15⁰⁰ per hr \$600⁰⁰

Diesel 9-12-93

19⁸³

Diesel 9-15-93

19.00

Total

\$836.83

From - Steve Henderson

P.O. Box 641

Pombstone Az 85638

received

9/27/93



OK for payment

THE CIRCLE K CORPORATION
PURCHASE RECEIPT

ITEM Gas (Diesel) DATE Sept. 15, 93

AMOUNT OF PURCHASE \$ 17.00 (13.614 gal.)

MANAGERS INITIAL [Signature]

THANK YOU FOR YOUR PATRONAGE

THE CIRCLE K CORPORATION

PURCHASE RECEIPT

ITEM diesel DATE 9-12-93

AMOUNT OF PURCHASE \$ 1983

MANAGERS INITIAL _____

THANK YOU FOR YOUR PATRONAGE

GARY A. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638

TIME SHEET

24-Sep-93

Pay Rate: \$35.00 per hour

Date	Hours	Accum	Description of Work Accomplished
8/14/93	4		Clean-up Lab Building, Start Inventory
8/22/93	3.5		Clean-up Lab Building, Inventory
8/29/93	5		Sample Tailings Pad, Assay for Free CN Work on Lab Clean-up
Total Hours		12.5	
9/4/93	6.5		Sample Trenches, Analysed Samples for CN Sample Trenches, Sorted old PBR Files
9/11/93	9		Sample Trenches, Analyzed Samples for CN
9/12/93	6		
Total Hours		34	
9/18/93	9		Sample Trenches, Analysed Samples for CN
Total Hours		43	

NAOMI R. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638

TIME SHEET

24-Sep-93

Pay Rate: \$7.50 per hour

Date	Hours	Accum	Description of Work Accomplished
8/22/93	3.5		Assist in Inventory and Clean-up
8/29/93	5		Assist in Sampling Tailings Pads, Clean glassware, sample prep and lab clean-up
Total Hours		8.5	
9/4/93	6.5		Sample Trenches 3, 4, 5. Assist in assays. Prepared samples for bottle roll. Assisted in
9/12/93	6		Assay of samples. Clean-up in lab. sample prep and clean-up.
Total Hours		21	
9/18/93	9		Prepared samples for assay. Clean-up glassware
Total Hours		30	





IRRIGATION & SPRINKLER SUPPLY, INC.

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(602) 792-4652 Irrigation
 (602) 622-2688 Water Works
 (602) 792-3679 FAX

Plastic Pipe & Fittings, Pumps,
 Drip Irrigation, Sprinkler System
 and Water Works Supplies.

A Tucson Owned Business - Serving The Area For Over 20 Years

SHIPPING PAPERS

ORDER NO: 138515
 PAGE: 002
 DATE: 10/20/93
 TERMS: NET 11-25-93

SOLD TO
 TOMBSTONE DEVELOPMENT CO.
 ATTN: ACCOUNTS PAYABLE
 P.O. BOX 1445
 GRAND ISLAND NE 68802

SHIP TO
 DELIVER TO STEVE HENDERSON

THIS IS NOT AN INVOICE - PLEASE DO NOT PAY FROM THIS FORM

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

CUSTOMER NUMBER	SALES REP.	CUSTOMER P.O. REFERENCE NUMBER	SHIP VIA	DATE SHIPPED	F.O.B.
20228	2			ASAP	

SPECIAL INSTRUCTIONS

QUANTITY SHIPPED	QUANTITY BACK ORDER	UNIT MEAS.	W/H	ITEM NUMBER DESCRIPTION	UNIT PRICE	UNIT MEAS.	EXTENDED PRICE
				TAX			153.27
				TOTAL			2342.87

**THIS IS NOT AN INVOICE
 PLEASE DO NOT PAY FROM THIS FORM**

FAX TRANSMITTAL # of Pages 2
 TO: Steve Henderson FROM: J.A. BRISCOE
 CO: Tombstone Development Co. JABA, INC.
 DATE: 10/21/93 PHONE: (602) 721-1375
 FAX # _____ FAX # (602) 298-6688 *2
 COMMENTS _____

I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. ENTIRE AGREEMENT IS EXPRESSED HEREIN IN WRITING. NO OTHER ITEMS OR CONDITIONS, ORAL OR WRITTEN, WILL BE RECOGNIZED.

Purchaser's Signature X



IRRIGATION & SPRINKLER SUPPLY, INC.

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(602) 792-4652 Irrigation
 (602) 622-2688 Water Works
 (602) 792-3679 FAX

Plastic Pipe & Fittings, Pumps,
 Drip Irrigation, Sprinkler System
 and Water Works Supplies.

SHIPPING PAPERS

ORDER NO: 138515
 PAGE: 001
 DATE: 10/20/93
 TERMS: NET 11-25-93

A Tucson Owned Business - Serving The Area For Over 20 Years

Richard Escalante

SOLD TO
 TOMBSTONE DEVELOPMENT CO.
 ATTN: ACCOUNTS PAYABLE
 P.O. BOX 1445
 GRAND ISLAND

NE 68802

SHIP TO
 DELIVER TO STEVE HENDERSON

THIS IS NOT AN INVOICE - PLEASE DO NOT PAY FROM THIS FORM

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

CUSTOMER NUMBER	SALES REP.	CUSTOMER P.O. / REFERENCE NUMBER	SHIP VIA	DATE SHIPPED	F.O.B
20228	2			ASAP	

SPECIAL INSTRUCTIONS

QUANTITY SHIPPED	QUANTITY BACK ORDER	UNIT MEAS.	W/H	ITEM NUMBER DESCRIPTION	UNIT PRICE	UNIT MEAS	EXTENDED PRICE
105		EA	1	1-1/4 GTC SCH40 GALV. PIPE 1-1/4"	1.1400	EA	119.70
309		EA	1	1 GTC SCH40 GALV. PIPE 1"	0.8600	EA	523.74
1380		FT	1	S51077 3/4" SCH40 PVC	0.1200	EA	165.60
1		EA	1	5ES15412 1/2HP, 1PH. SUB PUMP GOODS	700.0000	EA	700.00
600		EA	1	AW15-8S 8-3 SUB PUMP CABINETS	1.0200	EA	612.00
1		EA	1	AW66 1" BR BALL VALVE IPS	28.5000	EA	28.50
2		EA	1	WELD SEAL 6" 1" X 8" GALV NIPPLE	0.9900	EA	1.98
2		EA	1	GT1 1" TEE GALV	1.4800	EA	2.96
2		EA	1	752885 1" BR BALL VALVE IPS	6.4600	EA	12.92
2		EA	1	201-060290 1" X 8" GALV NIPPLE	2.0300	EA	4.06
2		EA	1	0705301 PT 705 GRAY M.BODIED F.SET	3.6600	EA	7.32
1		EA	1	0770304 PT P-70 PURPLE PRIMER	3.7800	EA	3.78
2		EA	1	942003 HEAT SHRINK KIT	3.5200	EA	7.04
				SUB-TOTAL			2189.60

THIS IS NOT AN INVOICE - PLEASE DO NOT PAY FROM THIS FORM

received
 10/21/93

REVIEWED
 JAB

CONTINUED

I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. ENTIRE AGREEMENT IS EXPRESSED HEREIN IN WRITING. NO OTHER ITEMS OR CONDITIONS, ORAL OR WRITTEN, WILL BE RECOGNIZED.

Purchaser's Signature **X**

M E M O

TO: James A. Briscoe
FROM: Thomas E. Waldrip, Jr.
DATE: October 22, 1993

RE: Waste oil removal at Tombstone, Tombstone Development Co.'s property, Tombstone Mining District, Cochise County, Arizona; P101-01

Jim,

Pursuant to my trip to Tombstone on Wednesday, the following was accomplished:

1. Metro Oil, A.K.A. EFT Corporation, represented by Calvin, tested for chlorinated hydrocarbons in seven 50 gallon drums and two tanks. All passed with less than 250 ppm halogens.
2. Pumped seven 50-gallon drums, the 1,000 gallon oil storage tank, and 6,000 gallon diesel storage tank.
3. Removed approximately 1,000 gallons of oil and fuel from the tanks and trucked back to Tucson for disposal at cement factory.

Visual inspection of the drums and tanks indicated the following:

1. Oil storage tank, approximately 100 gallons of sludge and/or sediment plus residual oil remained in the tank which could not be pumped. Tanks need to be dug up, somehow cleaned, removing the sediment, or disposed of intact. Depending on the condition of the tank, Monday Chevrolet at Benson might be able to use it, according to Calvin. My analysis of the tank is that it is pretty badly rusted and possibly no good, but that cannot be easily determined until the tank is removed from the ground.



2. The diesel storage tank is virtually dry, but should be removed as soon as possible to avoid water condensates from accumulating. The tank will probably need to be steam cleaned to meet state requirements, according to Calvin.
3. A number of smaller drums and containers contain oil filters, oil soaked rags, etc., plus a large amount of water. The rags and oil filters need to be drained and then consolidated into one closed container for disposal. The fluids in each of the barrels then needs to be put into an open barrel allowing the oil to float. The oil can be skimmed off and put into storage barrels for later removal. The excess water can be boiled off, solar evaporated, or disposed of by proper methods.
4. A small plastic ground cover needs to be set down and all barrels, drums, etc., consolidated to that area. I would suggest this be done in an area where the soil is already contaminated by oil (near the large oil storage tank), as we will have all the oily things located there ready for disposal.
5. Currently I find only three or four areas having oil/fuel saturated soils. Each area should amount to something less than one cubic yard of contaminated soil. However, near the large 1,000 gallon storage area, several tens of square feet have contamination with unknown vertical extent.

Tom



TEW/msb



M E M O

TO: James A. Briscoe
FROM: Thomas E. Waldrip, Jr.
DATE: October 22, 1993

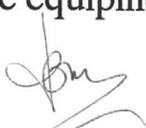
RE: Gianetto Equipment, Tombstone Development Co. property,
Tombstone Mining District, Cochise County, Arizona; P101-01

Jim,

Pursuant to my review of Hendrix & Associates, Inc. auction held for Cowichan Mines, Ltd. on December 8, 1988, there is no mention of a removal date. Bill Gianetto made one bulk bid for \$25,000 and bought all the used equipment.

It would appear to me that he bought the entire gravel washing operation, the Carbon-In-Pulp (CIP/CIL) equipment located therewith, and the carbon stripper/carbon wash, heater, etc., located by the guard gates. Included was 20,000 pounds of activated carbon. No mention was made of the swimming pool filter tanks. He also bought all the palletted items north of the guard gate. I therefore think it will be a rather easy job to figure out what he owns and what he doesn't own.

The ultimate question is will Bill move the equipment? What value is it? What might it be worth in the future to a mining operation? Most of the washing operation and carbon operation appear to be serviceable. Since we have the possibility of having Sundt come in on a joint venture with us, maybe it would be wise to get their opinion on the usefulness of the remaining equipment before any choices are made, should the equipment not be moved. Ultimately, the equipment will have to probably be centralized or possibly just fenced off. Also, we will need, from Excellon's point of view, to get a lease to use the equipment and building in any future operations, if they are so inclined.


Tom
TEW/msb

MEMO TEW to JAB
Gianetto Equipment
October 22, 1993
Page 1 of 1



JABA, Inc.



The Orthoshops

1121 West Grant Road, Suite 401
Tucson, Arizona 85705
(800) 560-9792

1723 27th Avenue, N.E.
Calgary, Alberta T2E 7E1
(800) 563-1740

Mr. James Briscoe
James A. Briscoe & Assoc.
2100 N. Wilmot Rd., Suite 218
Tucson, AZ 85712

October 22, 1993

Re: Tombstone Addition

Dear Jim,

I have reviewed the second sheet discussed yesterday and have estimated a total cost of \$3,344.00 to produce the 1:2400, 5 foot contours and orthophoto products. The cost is broken down as follows:

Ortho negative generation	\$524.00
DTM, Contour Generation, Cad	
Materials, Labor	\$2406.00
Scribe ortho overlays, Registration,	
Reproduction and Materials	\$414.00

Should you have any questions, please feel free to call at any time.

Sincerely,

Lyle E. Slater
The Orthoshop-Tucson
Vice President



Tucson Gem & Mineral Society, Inc.

P.O. Box 42543 / Tucson, Arizona 85733
Phone (602) 322-5773 / Fax (602) 322-6031

WAIVER AND RELEASE

For Mineral Collecting Trip To: Tombstone, Arizona

Date of Trip: October 31, 1993

The undersigned realizes the potential hazards associated with mineral collecting trips; including but not limited to falls, toxic substances, carcinogenic substances, falling rocks, mining and collecting equipment and tools, wild animals, reptiles and insects, and other dangers associated with working in mines and geologic field work. The undersigned hereby releases the Tucson Gem and Mineral Society and The Tombstone Development Company from any liability for personal injury incurred during the mineral collecting trip. The undersigned understands that permission is granted for surface collecting only; there will be no collecting nor entry permitted into the underground workings, and the undersigned agrees to this. The undersigned assumes complete responsibility for results of hazards encountered during the mineral collecting trip.

Member Signature

Date

If participating member is under 18 years of age, a parent's or guardian's signature is required below.

Parent or Guardian

FAX TRANSMITTAL

of Pages 1

TO: Jerry Niedt FROM: J.A. BRISCOE
CO: TDC JABA, INC.
DATE: 10/28/93 PHONE: (602) 721-1375
FAX # _____ FAX # (602) 298-6688 *2
COMMENTS For your interest



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

October 27, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry,

Re: Permission for the Tucson Gem and Mineral Society (TGMS) to conduct a field trip Oct. 30, 1993 on the southwest side of the TDC property.

Dr. Peter Megaw the president of the TGMS has approached me some time back to get permission for the Society to conduct a field trip on the above mentioned date. I let it slip my mind until he called to remind me. The objective would be to collect tellurate mineral samples from the still existing mine dumps in the area of the Lucky Cuss mine. The actual trip would be conducted by Dr. Megaw and Dr. William Wise, Mineralogist from the University of California - Santa Barbara. Dr. Wise is a specialist on leached cappings and has identified many new telluride and arsenic minerals over the last 20 years. Dr. Megaw consulted for Santa Fe Minerals during the time they leased the property from TDC.

The TGMS is a legitimate group, and runs the Tucson Gem and Mineral Show in Tucson every year - attracting thousands of visitors to Tucson and is the largest mineral show in the world. Allowing this trip will generate a lot of good will. I plan on attending, and hope to learn technical details that may be helpful in defining ore bodies on your property. I recommend that permission be granted for the field trip. I have talked this over with Douglas Mackenzie and he has no problem with it.

I would plan on having each participant sign a release waiver absolving TDC for any responsibility as is standard for the TGMS.

Very truly yours;

A handwritten signature in cursive script, appearing to read "James A. Briscoe". The signature is written in dark ink and is positioned above the typed name.

James A. Briscoe
JN10/27/93

The Orthoshops



• Digital Orthophoto

• Digital Terrain Modeling



• Aerial Photography

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The Orthoshop-Tucson
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(1) (602) 798-1323
FAX: (1) (602) 798-1569

Orthoshop-México
Ave. Ricarte No. 576
Col. Lindavista
México, D.F. 07730
(52) (5) 415-7891
FAX: (52) (5) 567-2659



The Orthoshops

1121 West Grant Road, Suite 401
Tucson, Arizona 85708
(800) 568-9792

1723 27th Avenue, N.E.
Calgary, Alberta T2E 7E1
(800) 563-1740

Mr. James Briscoe
James A. Briscoe & Assoc.
2100 N. Wilmot Rd., Suite 218
Tucson, AZ 85712

October 22, 1993

Re: Tombstone Addition

Dear Jim,

I have reviewed the second sheet discussed yesterday and have estimated a total cost of \$3,344.00 to produce the 1:2400, 5 foot contours and orthophoto products. The cost is broken down as follows:

Ortho negative generation	\$524.00
DTM, Contour Generation, Cad	
Materials, Labor	\$2406.00
Scribe ortho overlays, Registration,	
Reproduction and Materials	\$414.00

Should you have any questions, please feel free to call at any time.

Sincerely,

Lyle E. Slater
The Orthoshop-Tucson
Vice President

FILE

Project file
TDC - APP/ADEQ



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

October 26, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry,

Re: Progress report on the monitor well installation, inventory of Gianetto's equipment, Topographic Map construction contract and potential for necessity of Killer Bee extermination on the property.

The wells did not get installed this weekend as planned. The delivery man from Irrigation & Sprinkler Supply delivered the well conductor wire to someone else in Sierra Vista. Today it was picked up & re-delivered to Steve in Tombstone. The wells should be installed by Sunday evening unless something unforeseen happens.

I have authorized in TDC's behalf work on the necessary additional topographic and orthophoto maps covering the south part of the property as required for the APP for Closure work, by the ADEQ. It will cost \$3,344. The quote from The Ortho Shop is appended with this letter. This amount will appear on our October bill but is a complete pass through amount.

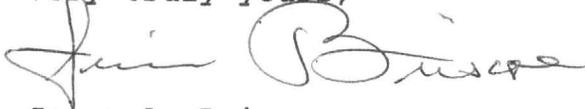
Tom Waldrip today worked at Tombstone on spray paint marking all the equipment shown by the inventory list to belong to Mr. Gianetto. Everything that isn't so marked we will move to our "yard storage area" we are establishing adjacent to the Old Assay House, per directions from the ADEQ. Once it is there we can determine how it can be disposed of, depending on its hazardous character or lack thereof. We still think it is important for TDC to send Mr. Gianetto a letter drafted by an attorney, for removal of his machinery by a specific date. We are very concerned that if it isn't removed, we may have to test each item for hazardous material content - at potentially great expense. Attorney Leo Smith would be a good choice for this, as we discussed. We would be happy to work with Leo on your behalf to get this accomplished.

While pulling bushes out from around the Old Assay building today, as part of his trash consolidation and removal activities, Jesse Grassman was attacked by a swarm of bees. He got in his



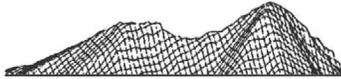
truck and avoided any harm. This was a potentially life threatening event. There has been an invasion in Southern Arizona of Africanized "Killer Bees", and these are proving dangerous and life threatening (see attached news article from tonights Tucson paper). Because of the liability attached, we cannot allow this problem to continue. There is a bee keeper that may be willing to capture and remove the hive(s). I have asked Steve to request his services immediately. If he can't or won't act promptly, I will have to hire an exterminator to come in and kill them so work can continue.

Very truly yours;



James A. Briscoe
JN10/26/93

Attachments: Ortho Shop Quote
Article on bees



The Orthoshops

1121 West Grant Road, Suite 401
Tucson, Arizona 85705
(800) 568-9792

1723 27th Avenue, N.E.
Calgary, Alberta T2E 7E1
(800) 563-1740

Mr. James Briscoe
James A. Briscoe & Assoc.
2100 N. Wilmot Rd., Suite 218
Tucson, AZ 85712

October 22, 1993

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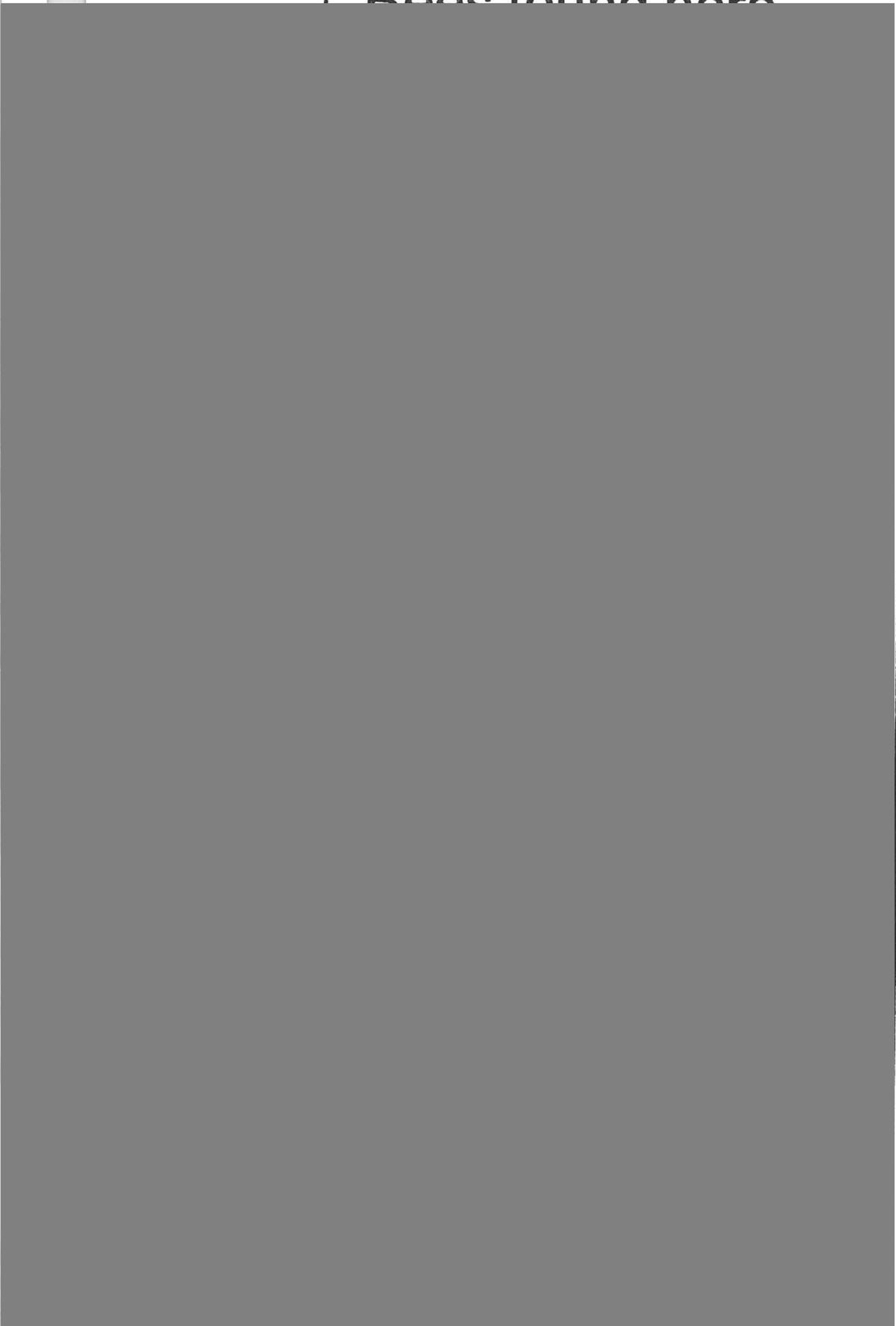
Sincerely,

Lyle E. Slater
The Orthoshop-Tucson
Vice President

Tucson Citizen

• Tuesday, October 26, 1993

Bees found here





JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

October 26, 1993

Mr. Jerry Niedfelt
 President
 Tombstone Development Company Inc.
 P.O. Box 1445
 Grand Island, NB USA 68802

Dear Jerry,

Re: Transmittal of TDC copy of existing environmental related information found in old files in the Laboratory and the Butler building, Tombstone property, Cochise Co., AZ.

During our meeting while you were in Tucson, last Wednesday Oct. 20, Bob Macer and I turned over to you the results of our research and organization of files found in the PBR - Cowichan Assay Lab and in the PBR - Cowichan Butler Building on the TDC mining property at Tombstone. These 5 ring binders were given to you in a cardboard Bankers Box, filling that box and includes Vol. 8, Book 17 & 18, 23, 24, & 25. The files approximate some 1,600 pages of data and indices.

In excess of \$1,000,000 in environmental work has been reportedly done on the property in past years. We hope these data represent most if not all of that work. However, as near as we can tell at this time it was submitted piecemeal to the ADEQ and its predecessor agencies. As a result, the ADEQ files appear to be pretty disorganized. They appear to be asking us to do things that may have been previously done. With this data base, we can assess what has been done and what need not be repeated and make a case in that regard to the ADEQ. We believe this could save TDC tens of thousands if not hundreds of thousands of dollars in additional work.

So that our paper trail is complete would you please acknowledge receipt of the above material by your signature below. The material represents important and costly information and should be stored carefully, as an asset of the property, with the other data collection we and others have provided you in the past.

Very truly yours,

James A. Briscoe
 JN10/14/93

I have received the above data:

 Jerry Niedfelt, Pres. TDC

Attachment: RJM 10/14/93 memo to JAB describing the above referenced volumes.

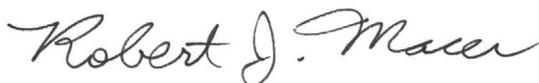
M E M O

TO: James A. Briscoe
FROM: Robert J. Macer
DATE: October 14, 1993
RE: Organization of TEI/CSM/PBR/TDC/ADEQ Environmental Volumes.

Jim:

All environmental materials in hand dealing with TDC's Tombstone property have been organized into five volumes. In the front of each volume is a chronological listing of the contents. All of the materials have also been entered into a bibliographic database for purpose of ready access in finding specific materials. Since this compilation was a four-fold accumulation process, the materials are a bit spread out between each of volumes. Consequently, enclosed with this memo is a complete chronological listing of every item in all five volumes, and a listing of the <data type codes> used in the database. Location of items in the listing is identified by the following example code, [8:17:25] means the item can be found in Volume 8, Book 17, Page 25.

Sincerely,



Robert J. Macer

RJM:rjm13.93
Enclosures



**STANDARD PROFESSIONAL SERVICES CONTRACT
BETWEEN CLIENT AND PHOTOGRAMMETRIST**

1989 EDITION

Contract Number: 0467

PART ONE

I. PARTIES

This Contract is made as of the 27th day of October, 1993, between:

the Photogrammetrist:
(firm name and address)

and the Client:
(firm name and address)

The Orthoshop-Tucson

James A. Briscoe & Associates

1121 W. Grant Road, #401

2100 N. Wilmot Road, #218

Tucson, AZ 85705

Tucson, AZ 85712

II. MAPPING PROJECT

A. The Mapping Project Area

This Contract is for services concerning the following Mapping Project:

Project: 1:2400 5 FT. TOPO AND ORTHO

Location: TOMBSTONE, AZ

Size: 850 Acres

Intended Map Usage: Mine Planning & Exploration

Copyright 1989 by the Management Association for Private Photogrammetric Surveyors, 11445 Isaac Newton Square South, Reston, Virginia 22090. Reproduction of the material herein or substantial quotation of its provisions without written permission of MAPPS violates the copyright laws of the United States and will be subject to legal prosecution.

REVIEWED
J.A.B.
10/28/93
Signed

B. The Contract Area Map

It shall be the responsibility of the

- Photogrammetrist
- Client

to provide a Contract Area Map upon execution of this Contract, which shall depict the Mapping Project Area. The Contract Area Map is appended as Attachment A and incorporated by reference.

C. Flight Plan N/A

The Client's written approval of the area of coverage shown on a flight plan provided by the Photogrammetrist

- is
- is not

required before the aerial photography required by this Contract may be undertaken.

III. SERVICES OF THE PHOTOGRAMMETRIST

A. The Services

The Photogrammetrist shall provide the following services: (check if applicable and insert requested information)

Aerial Photography: N/A

Photography shall be:

- Color Black & White
- Infra-Red Infra-Red Color
- Other (Specify) _____

Scale of Photography: _____

Flight Height: _____

- Photo Index Yes No
- Line Index Yes No

Camera To Be Used:

- Focal Length 6"
- 3½"
- Other (Specify) _____

Mapping:

Map Scale: 1:2400

Contour Interval: 5'

- Aerotriangulation
- Photogrammetric Conventional Mapping
- Photogrammetric Digital Mapping
- Orthophotographic Mapping

B. Additional Specifications

- The following additional specifications regarding the Mapping Project are appended as Attachment B and are incorporated by reference.

Specifications: _____

- No additional specifications apply.

C. Schedule

Upon execution of this Contract, the Photogrammetrist shall provide to the Client a mutually agreed upon schedule of dates for the performance of the Photogrammetrist's services.

IV. GROUND CONTROL SURVEYS

A. Responsible Party N/A

Ground control surveying shall be the responsibility of the:

- Photogrammetrist
- Client.

Ground control surveys shall be conducted in accordance with the standards and procedures specified in Article 3 of Part Two.

B. Accuracy for Horizontal Control

- Horizontal control points shall have an unadjusted accuracy of 1:20,000 (one part in 20,000).
- Horizontal control points shall conform to the following standard of accuracy: _____

C. Datum for Horizontal Control

- NAD 27
- NAD 83
- Local (Specify): _____
- Other: _____

D. Accuracy for Vertical Control

- The closures of vertical control points shall not exceed the total of 0.05 feet multiplied by the square root of the length of the level line in miles and shall be shown to hundredths of a foot.
- Vertical control points shall conform to the following standard of accuracy: _____

E. Datum for Vertical Control

- NGVD 29 Other: _____
- NGVD 88
- Local (Specify): _____

F. Monumentation

- Horizontal Type of Monument: _____
- Vertical _____

G. Paneling

Paneling: shall be the responsibility of the Photogrammetrist

- shall be the responsibility of the Client
- is not required by this Contract.

If paneling is required, specify:

- Horizontal Control
Type: _____
Size: _____
- Vertical Control
Type: _____
Size: _____

V. PANELING OF UTILITY STRUCTURES

N/A

Paneling (premarking) of the utility structures:

- shall be the responsibility of the Photogrammetrist
- shall be the responsibility of the Client
- is not required by this Contract.

VI. MAPPING DOCUMENTS TO BE DELIVERED

The Photogrammetrist shall furnish the following Mapping Documents, which are instruments of photogrammetric service:

A. Aerial Photography

- Contact Prints of Aerial Photos
Number of sets: _____
- Black & White Color
- Infra-Red Infra-Red Color
- Photo Indices
Number of sets: _____
Scale: _____
- Enlargements
Number: _____
Size: _____
- Other (Specify): _____

B. Field Survey Records

- Copies of Field Notes and Computations
- Coordinate List
- Other (Specify): _____

C. Conventional Photogrammetric Map

- Manuscript
 - Pencil
 - Inked
 - Topographic/Planimetric
Number of Diazo Prints: _____
 - Planimetric Only
Number of Diazo Prints: _____
- Final Drafted Mylar
 - Inked
 - Scribed
 - Topographic/Planimetric
Number of Diazo Prints: _____
 - Planimetric Only
Number of Diazo Prints: _____
- Other (Specify): _____

D. Orthophotographic Map

- Negative
- Final Map
Number of Mylar Copies: _____
Number of Diazo Prints: _____
- With Contours
- Without Contours
- With Planimetric Information
(Specify): _____

- Screening
Screen Size: 133
- Other (Specify): _____

E. Digital Map

Software format: AutoCad

Check Plots (Medium): Mylar

Number of Copies: 1

Magnetic Medium

If checked, specify medium to be used:

Floppy Disk Nine Track Tape
Bits/Inch: _____

Cartridge Other (Specify): _____

Number of copies: 1

Final Mylar Map

Liquid Inked

Scribed

Laser Plot

Other (Specify): _____

Number of Copies: 1

VII. FEATURES TO BE SHOWN

(Check features to be shown, identify layer number on digital map, if applicable, and check if feature name is required.)

A. Features, Layer Numbers and Names

Feature	Layer Number (Digital Mapping Only)	Feature Name Required
<input checked="" type="checkbox"/> Airports	—	—
<input checked="" type="checkbox"/> Bridges and Overpasses	—	—
<input checked="" type="checkbox"/> Buildings (Commercial)	—	—
<input checked="" type="checkbox"/> Bench Marks	—	—

Feature	Layer Number (Digital Mapping Only)	Feature Name Required
<input checked="" type="checkbox"/> Buildings (Residential)	—	—
<input type="checkbox"/> Cemeteries	—	—
<input type="checkbox"/> Centerlines of Streets, Roads, and Highways	—	—
<input type="checkbox"/> Centerlines of Alleys	—	—
<input type="checkbox"/> Concrete Slabs and Foundations	—	—
<input checked="" type="checkbox"/> Contours	—	—
<input checked="" type="checkbox"/> Control Points	—	—
<input type="checkbox"/> Culverts	—	—
<input type="checkbox"/> Culvert Headwalls	—	—
<input checked="" type="checkbox"/> Curbs, Edges of Traveled Ways	—	—
<input checked="" type="checkbox"/> Drainage Ditches	—	—
<input type="checkbox"/> Driveways	—	—
<input type="checkbox"/> Fences (Backyard)	—	—
<input checked="" type="checkbox"/> Fences (Major)	—	—
<input checked="" type="checkbox"/> Landfills and Excavation	—	—
<input type="checkbox"/> Parking Lots (More Than 10 Parking Spaces)	—	—
<input checked="" type="checkbox"/> Pipelines and Corridors	—	—
<input checked="" type="checkbox"/> Power Transmission Lines	—	—
<input checked="" type="checkbox"/> Railroads	—	—
<input checked="" type="checkbox"/> Rivers, Creeks, Ponds and Lakes	—	—

Feature	Layer Number (Digital Mapping Only)	Feature Name Required
<input type="checkbox"/> Recreational Facilities	—	—
<input type="checkbox"/> Parks	—	—
<input type="checkbox"/> Playing Fields	—	—
<input type="checkbox"/> Tennis Courts	—	—
<input type="checkbox"/> Other	—	—
<input type="checkbox"/> Retaining Walls	—	—
<input type="checkbox"/> Road Names	—	—
<input type="checkbox"/> Sidewalks (Private)	—	—
<input type="checkbox"/> Sidewalks (Public)	—	—
<input checked="" type="checkbox"/> Spot Elevations	—	—
<input checked="" type="checkbox"/> Storage Tanks	—	—
<input checked="" type="checkbox"/> Survey Control	—	—
<input checked="" type="checkbox"/> Swamps and Wetlands	—	—
<input type="checkbox"/> Swimming Pools	—	—
<input type="checkbox"/> Residential (Outline)	—	—
<input type="checkbox"/> Residential (Symbol)	—	—
<input type="checkbox"/> Public	—	—
<input checked="" type="checkbox"/> Tanks	—	—
<input checked="" type="checkbox"/> Towers	—	—

Feature	Layer Number (Digital Mapping Only)	Feature Name Required
<input checked="" type="checkbox"/> Traveled Ways	—	—
<input type="checkbox"/> Alleys	—	—
<input checked="" type="checkbox"/> Highways	—	—
<input checked="" type="checkbox"/> Road Edges	—	—
<input checked="" type="checkbox"/> Trails	—	—
<input type="checkbox"/> Trees (Individual)	—	—
<input type="checkbox"/> Inside Public Right of Way	—	—
<input type="checkbox"/> Outside Public Right of Way	—	—
<input type="checkbox"/> Trees (With Base)	—	—
<input type="checkbox"/> Inside Public Right of Way	—	—
<input type="checkbox"/> Outside Public Right of Way	—	—
<input checked="" type="checkbox"/> Utility Structures	—	—
<input checked="" type="checkbox"/> Utility Poles	—	—
<input checked="" type="checkbox"/> Light Poles	—	—
<input type="checkbox"/> Sewer Manholes	—	—
<input type="checkbox"/> Water Valves	—	—
<input type="checkbox"/> Catch Basins	—	—
<input type="checkbox"/> Drop Inlets	—	—
<input type="checkbox"/> Fire Hydrants	—	—
<input type="checkbox"/> Gas Valves	—	—
<input type="checkbox"/> Other	—	—
<input type="checkbox"/> Wooded Areas	—	—

Other Photo Identifiable
Features (Specify):
Mine Features as per
old WO#1217

B. Source of Feature Names
(Specify source of names if feature names
are to be shown):
Supplied by Client

VIII. MAP FORMAT

A. Sheet Size

External Sheet Size: 32 " x 36 "

Neat Line: 28 " x 32 "

B. Data To Be Shown

The following data shall be shown on the final
Mapping Documents:

- | | |
|--|---|
| <input type="checkbox"/> Title Block | <input checked="" type="checkbox"/> Map Scale |
| <input checked="" type="checkbox"/> Grid Lines | <input checked="" type="checkbox"/> Grid Values |
| <input checked="" type="checkbox"/> Grid Ticks | <input type="checkbox"/> Sheet Match
Numbers |
| <input type="checkbox"/> Project Name | <input type="checkbox"/> Credit Notes |
| <input checked="" type="checkbox"/> Project Location | <input checked="" type="checkbox"/> North Arrow |
| <input type="checkbox"/> Contracting
Authority | <input checked="" type="checkbox"/> Bar Scale |
| <input type="checkbox"/> Contract Number | <input checked="" type="checkbox"/> Accuracy Note |
| <input checked="" type="checkbox"/> Sheet Number | <input type="checkbox"/> Vicinity Diagram |
| <input checked="" type="checkbox"/> Grid Labeling | <input checked="" type="checkbox"/> Border |
| <input checked="" type="checkbox"/> Photogrammetrist's
Name | <input type="checkbox"/> Interior |
| <input type="checkbox"/> Photogrammetrist's
Logo | |
| <input type="checkbox"/> Other
(Specify): | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

C. Master Border Sheet N/A

Before completion of the Mapping Documents required by this Contract, a Master Border Sheet showing sheet size, map format, sheet orientation and the data specified in Paragraph B of this Section ("Data to be Shown"):

- shall be submitted by the Photogrammetrist for the Client's written approval
- shall be supplied by the Client.

IX. FIELD EDIT AND COMPLETION SURVEYS AND MAP TESTING

A. Field Completion Surveys

Field completion surveying:

- shall be the responsibility of the Photogrammetrist

- shall be the responsibility of the Client.
- is not required by this Contract.

B. Map Testing

Map testing shall be the responsibility of the:

- Photogrammetrist
- Client.

Field completion surveying and map testing shall be conducted in accordance with Article 7 of Part Two. All map testing and field completion must be completed within 30 days after delivery of check plots.

X. FEE SCHEDULE

A. Payment Schedule

The Client shall pay the Photogrammetrist according to the following schedule for the Photogrammetrist's services:

Payment Schedule
(Insert "N/A" if not applicable)

Initial payment (Due upon execution of Contract)	\$ _____
Amount due on completion of:	
Aerial photography	\$ _____
Ground control surveys	\$ _____
Compilation manuscripts	\$ _____
Final Drafted Mylar(s)	\$ _____
Orthophotographic Map	\$ <u>938.00</u>
Digital Mapping	
Preliminary Maps	\$ _____
Final Maps	\$ <u>2,406.00</u>
Magnetic tapes	\$ _____
Translation	\$ _____
Other	\$ _____
.....	\$ _____
.....	\$ _____
TOTAL	\$ <u>3,344.00</u>

B. Field Completion Surveys and Map Testing Services

If the Photogrammetrist is responsible for field completion surveys or map testing under Section IX, the Photogrammetrist shall be compensated as follows for such services: N/A

C. Rework

Any rework by the Photogrammetrist that is necessitated by the Client's failure to discharge its responsibilities as required by this Contract, or which is in addition to the services required by Part One, shall be compensated by the Client at the following rate: Negotiated Fee

D. Additional Services, Conditions or Modifications

The Photogrammetrist shall be compensated as follows for any additional services, conditions or modifications specified in Section XI:

Negotiated Fee

E. Payment Invoices

The Photogrammetrist shall issue an invoice for payment at each phase of the above Payment Schedule or, in the Photogrammetrist's discretion, on a monthly basis for payment in approximate proportion to services performed. All payments are due and payable 30 days from the date of the Photogrammetrist's invoice. Amounts unpaid 31 days after the invoice date shall bear interest at the rate indicated below:

Rate of interest agreed to: 1.5% per month.

XI. ADDITIONAL SERVICES, CONDITIONS OR MODIFICATIONS

(Insert other services or conditions required by or modifications to this Contract.)

XII. SIGNATURES

The parties hereby enter into this Contract and agree to be bound by its terms, including those in Part Two which are incorporated and made a part hereof.

PHOTOGRAMMETRIST

CLIENT

The Orthoshop-Tucson

Firm name

By:

[Signature]
Authorized Signature

Lyle E. Slater

Print Name

Vice-President

Title

JABA Inc.

James A. Briscoe & Associates

Firm name

By:

[Signature]
Authorized Signature

James A. Briscoe

Print Name

President

Title

PART TWO
TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT AND PHOTOGRAMMETRIST

ARTICLE 1
SERVICES OF THE PHOTOGRAMMETRIST

1.1 Services of the Photogrammetrist

1.1.1 The Photogrammetrist's services shall consist of those services performed by the Photogrammetrist, Photogrammetrist's employees and Photogrammetrist's consultants, as specified in Part One of this Contract.

1.2 Additional Services

1.2.1 Additional services shall be provided only if authorized in writing by the Client. If such additional services are required due to circumstances beyond the Photogrammetrist's control, the Photogrammetrist shall notify the Client prior to commencing such services. If the Client deems that such services are not required, the Client shall give prompt written notice to the Photogrammetrist, and the Photogrammetrist shall have no obligation to provide those services.

1.2.2 Such additional services shall include adjustments, adaptations and revisions of data not required by this Contract; field or other special surveys required for map completion in areas obscured on aerial photography; or any other services not specified in Part One.

1.3 Scope of Photogrammetrist's Services

1.3.1 The Photogrammetrist's services shall be performed as provided in the following Articles.

ARTICLE 2
AERIAL PHOTOGRAPHY

2.1 Area

2.1.1 The location and area photographed shall be that specified in Section II of Part One and indicated on the Contract Area Map.

2.2 Aerial Camera

2.2.1 Aerial photography required by this Contract shall be taken with a high resolution aerial camera for which a calibration report was issued by the United States Geological Survey within three years preceding the photography.

2.3 Image Quality

2.3.1 The Photogrammetrist shall endeavor to maximize image quality. To minimize image motion, film exposure shall be made at the fastest shutter speed permitted by the optimum aperture setting for the lens and by the speed of film used in relation to the conditions under which the Photogrammetrist's services are being performed.

2.4 Flight Plan

2.4.1 The Photogrammetrist shall determine a Flight Plan, which shall show the number, spacing and length of flight lines over the Mapping Project Area and the spacing of photographs along the flight lines. The Flight Plan shall be sufficient to acquire the photographic coverage required by this Contract.

2.5 Reflights

2.5.1 Photographic coverage materially deviating from the standards set forth in this Contract shall be reflown in accordance with this Article.

2.5.2 Unless the parties agree otherwise in writing, reflight photography shall be taken with the same camera system as used in the original photography.

2.5.3 Reflights required under this Contract due to the Photogrammetrist's failure to perform its services in accordance with this Contract shall be conducted at the expense of the Photogrammetrist.

2.5.4 Reflights required under this Contract due to factors beyond the Photogrammetrist's control shall be conducted at the expense of the Client at the rate specified in Section X, C of Part One.

ARTICLE 3
CONTROL

3.1 General

3.1.1 The party responsible for ground control surveying under Section IV of Part One (herein "the Responsible Party") shall conduct such surveying in accordance with this Article.

3.2 Horizontal Control Surveys

3.2.1 The Responsible Party shall establish basic horizontal control by conventional or Global Positioning System ("GPS") techniques. Such control shall comply with the standard of accuracy for horizontal control specified in Section IV, B of Part One.

3.2.2 Monumented stations shall be described and referenced in field books. Horizontal control shall be correlated to datum for horizontal control specified in Section IV, C of Part One.

3.2.3 All horizontal surveys shall be closed.

3.3 Vertical Control Surveys

3.3.1 The Responsible Party shall establish basic vertical control, which shall comply with the standard of accuracy for vertical control specified in Section IV, D of Part One.

3.3.2 Basic vertical control lines and photo point control shall be established in a closed loop.

3.3.3 Vertical control shall be correlated to the datum for vertical control specified in Section IV, E of Part One.

3.4 Control Photos

3.4.1 Unless otherwise specified in Section XI of Part One, the Photogrammetrist shall identify and number the control points on the face of the aerial photograph and shall specify the locations of the control points on the reverse of the photograph if points are not paneled.

3.5 Field Notes and Computations

3.5.1 Field notebooks shall be neatly maintained, identified and indexed by the Responsible Party.

3.5.2 Field notebooks shall contain data regarding the establishment and extension of horizontal and vertical control, including descriptions of all recovered and established monuments.

3.5.3 Computations and adjustments of control data shall be referenced to the field notebooks.

3.6 Global Positioning System

3.6.1 GPS may be utilized in performing the control responsibilities required by this Contract. However, the control data produced using GPS must comply with the standards of accuracy for control specified in this Contract.

3.7 Control Responsibilities of the Client

3.7.1 If the Client is the Responsible Party, the Client's control responsibilities shall be performed with reference to points selected or approved by the Photogrammetrist.

3.7.2 If the Client is the Responsible Party, upon completion of its ground control responsibilities, the Client shall furnish to the Photogrammetrist a list of coordinates used in performing its control responsibilities and all relevant control photographs.

3.7.3 If the Photogrammetrist determines that the control data provided by the Client does not comply with the standards of Section IV of Part One, or, in the opinion of the Photogrammetrist, would otherwise prevent map production in accordance with the map accuracy standards specified in Article 7, then the control data shall, at the discretion of the Photogrammetrist, be resurveyed and/or adjusted by or at the expense of the Client.

3.7.4 The Client shall compensate the Photogrammetrist at the rate specified in Section X, C of Part One for expenses incurred, including production time lost, due to errors in the Client's control.

3.7.5 The Photogrammetrist shall notify the Client immediately if it determines that the control data provided by the Client does not comply with Section IV of Part One, or, in the opinion of the Photogrammetrist, would otherwise prevent map production in accordance with the map accuracy standards specified in Article 7.

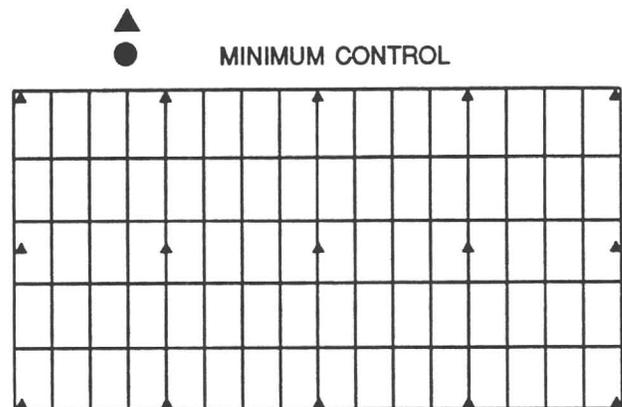
ARTICLE 4 AEROTRIANGULATION

4.1 General

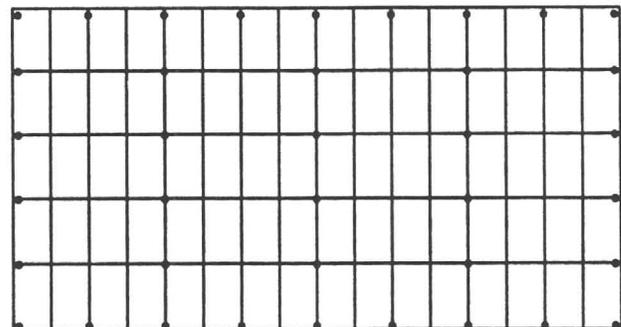
4.1.1 Ground control necessary for aerotriangulation shall be sufficient in pattern and density to allow compliance with the standards of map accuracy specified in Article 7.

4.1.2 Unless otherwise specified in Section XI of Part One, minimum control for aerotriangulation purposes shall be as follows:

GROUND CONTROL FOR AERIAL TRIANGULATION



VERTICAL CONTROL FOR A BLOCK WITH 30% SIDELAP



HORIZONTAL CONTROL FOR A SINGLE STRIP



VERTICAL CONTROL FOR A SINGLE STRIP



ARTICLE 5
PANELING

5.1 General

5.1.1 If the Client is responsible for paneling under Section IV, G of Part One, the Photogrammetrist shall furnish the Client with a description of paneling requirements with which the Client shall comply.

ARTICLE 6
PHOTOGRAMMETRIC MAPPING
AND COMPILATION

6.1 Planimetric Compilation

6.1.1 When planimetric compilation is specified in Section VI of Part One, the final Mapping Documents shall show planimetric features that are clearly identifiable on or clearly interpretable from the aerial photography using standard photogrammetric processes.

6.2 Topographic Compilation

6.2.2 Contours shall be shown as solid lines except where depicting Obscured Areas (as defined in Section 7.1.2). In Obscured Areas, the contours shall be shown as dashed lines. Such contours shall be plotted as accurately as possible from the stereoscopic model and with reference to spot elevations measured photogrammetrically in places where the ground is visible.

6.3 Symbol Chart

6.3.1 The Photogrammetrist shall provide a symbol chart with the final Mapping Documents, showing symbols, style and lineweights.

ARTICLE 7
MAP ACCURACY, FIELD COMPLETION SURVEYS
AND MAP TESTING

7.1 Map Accuracy Standards

7.1.1 Unless inconsistent with the Standard of Care or unless otherwise specified in this Contract, the final Mapping Documents shall comply with the standards of accuracy set forth in Attachment C, provided that the Client provides all control data and performs all ground control surveys required by this Contract. For purposes of this Article, the Standard of Care shall be determined according to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

7.1.2 Unless the Photogrammetrist is specifically authorized in Section IX of Part One to conduct field completion surveying, the standards of accuracy set forth in Attachment C shall not apply to any areas on the aerial photography that are obscured by dense foliage, coniferous growth, building overhang or any other natural or man-made obstructions that prevent the plotting of detail or contours in such areas ("Obscured Areas").

7.1.3 The standards of accuracy set forth in Attachment C shall not apply if any document, including any manuscript compilation, map, contact print, photograph,

negative, inked tracing, white print, field notes or any computation or other data provided by the Photogrammetrist is in any way altered, modified or enlarged by the Client or any other person or entity without the written authorization of the Photogrammetrist.

7.1.4 The standards of accuracy set forth in Attachment C shall not apply to any final Mapping Documents for which the Client is responsible for map testing pursuant to Section IX of Part One.

7.2 Coordinate Grid Lines

7.2.1 The plotted position of each coordinate grid line shall not vary by more than 1/100 of an inch from true grid value on each map manuscript.

7.3 Horizontal Control

7.3.1 Each horizontal control point shall be plotted on the map manuscript within the coordinate grid in which it should lie to an accuracy of 1/100 of an inch of its true position as expressed by the plane coordinates computed for the point.

7.4 Field Completion Surveys

7.4.1 Field completion surveys required by Section IX of Part One shall be conducted in accordance with this Paragraph.

7.4.2 If specified in Section IX of Part One, field completion surveying shall be undertaken to add to the map compilation specified planimetric and topographic features that were obscured or not visible from the photography or were incapable of depiction using customary photogrammetric means.

7.4.3 When field completion surveying is specified in Section IX of Part One, the Mapping Documents, including those depicting Obscured Areas (as defined in Section 7.1.2), shall comply with the standards of accuracy specified in this Article. However, when the Client is responsible for field completion surveying under Section IX, A of Part One, the standards of accuracy specified in this Article shall not apply to any areas that have been field completed on the final Mapping Documents.

7.5 Map Testing

7.5.1 Map testing required by Section IX of Part One shall be conducted in accordance with this Paragraph in order to ascertain whether a final Mapping Document complies with the standards of accuracy specified in this Article.

7.5.2 Map testing shall be performed by comparing the measurements on the map at publication scale of ground coordinates (x and y) or elevations (z) of at least 20 points per test to the corresponding coordinates or elevations derived from a check survey of higher accuracy.

7.5.3 To check for compliance with the standards of accuracy specified in this Article, test profiles or random surveys shall be made in the field to establish check points. Profiles to check contours and spot elevations should be at least five inches long at the map scale, and should cross at least ten contour lines. In flat areas, spot elevations should be checked. Profiles should start and close upon map features or previously established control points. In general, one profile per map sheet is sufficient. Additional

profiles shall be measured to obtain a check of a sample of the contours. Profiles to check contours should be in areas of relatively smooth terrain (i.e., not in ditches, rugged areas, etc.).

7.5.4 Where possible, only points depicted on the aerial photography as clearly defined, discrete points shall be used in map testing for horizontal accuracy.

7.6 Map Testing or Field Completion Surveying by the Client

7.6.1 If the Photogrammetrist determines that map testing performed by the Client pursuant to Section IX of Part One, is in error or, in the opinion of the Photogrammetrist, would otherwise prevent map production in accordance with the standards of accuracy specified in this Article, the map(s) in question shall be retested by or at the expense of the Client. In addition, the Client shall compensate the Photogrammetrist at the rate specified in Section X, C of Part One for all expenses incurred, including production time lost, due to errors in the Client's map testing.

7.6.2 The Photogrammetrist shall notify the Client immediately if it determines that map testing performed by the Client pursuant to Section IX of Part One is in error or, in the opinion of the Photogrammetrist, would otherwise prevent map production in accordance with the standards of accuracy specified in this Article.

7.7 Orthophotographs

7.7.1 Relief displacement of above-ground structures such as bridges, overpasses and building roofs shall be deemed acceptable and shall not be deemed a basis for non-compliance with the standards of accuracy specified in this Article.

ARTICLE 8 **PHOTOGRAMMETRIST'S RESPONSIBILITIES**

8.1 Schedule

8.1.1 The parties understand and agree that the dates for the performance of the Photogrammetrist's services as shown on the schedule provided by the Photogrammetrist are subject to a variety of factors. The schedule for the performance of the Photogrammetrist's services shall be adjusted as required as the services proceed. Time limits established by this schedule will be automatically adjusted for delays due to factors that are beyond the Photogrammetrist's control, and a revised schedule shall be provided to the Client.

ARTICLE 9 **CLIENT'S RESPONSIBILITIES**

9.1 Background Documentation

9.1.1 The Client shall fully cooperate with the Photogrammetrist in furnishing all pre-existing surveys, maps and any other background documentation or data requested by the Photogrammetrist in connection with this Contract.

9.2 Ground Control Surveys

9.2.1 If the Client is responsible for ground control surveys under Section IV of Part One, such surveys shall comply with the standards and procedures, including the standards of accuracy, specified in Articles 3 and 7.

9.3 Map Testing and Field Completion

9.3.1 If the Client is responsible for Field Completion and/or Map Testing under Section IX of Part One, such Map Testing and/or Field Completion shall comply with the standards and procedures specified in Article 7.

9.3.2 The Client shall not conduct or permit any design, development or construction in reliance upon any data furnished by the Photogrammetrist unless such data are first verified by all Map Testing and Field Completion required by this Contract and such verification is accepted in writing by the Photogrammetrist.

9.4 Non-Compliance Voids Standards of Accuracy

9.4.1 The standards of accuracy specified in Article 7 shall be void and inapplicable if the Client does not comply with Paragraphs 9.2 or 9.3.

9.5 Inspection of Mapping Documents and Notice of Nonconformance

9.5.1 Upon delivery, the Client shall promptly inspect all Mapping Documents furnished by the Photogrammetrist.

9.5.2 Prompt written notice shall be given by the Client to the Photogrammetrist if the Client becomes aware that the Photogrammetrist's services do not conform to professional standards or that any Mapping Documents do not conform to this Contract. To allow the Photogrammetrist the opportunity to cure such nonconformance, such notice shall be given within seven calendar days of discovery.

ARTICLE 10 **DISCLAIMERS**

10.1 Disclaimer of Warranties

10.1.1 No warranty or guarantee, express or implied, is included or intended in this Contract or in any manuscript, map or other Document (as defined in Article 11).

10.2 Limitation of Photogrammetrist's Liability

10.2.1 The total cumulative liability of the Photogrammetrist and its directors, officers, employees and agents, to the Client with respect to the services required by this Contract, whether in contract, indemnity, tort (including negligence, whether active, passive or any other kind), or otherwise, shall not exceed 100% of the gross compensation due to the Photogrammetrist under this Contract. Under no circumstances shall the Photogrammetrist be liable for lost profits, damage to good will or any other special, consequential or indirect damages.

10.2.2 The Photogrammetrist shall have no responsibility or liability to any person or entity whatsoever arising from

any services under this Contract if the Client shall have failed to verify and obtain the Photogrammetrist's acceptance of the relevant data as required by Section 9.3.2.

10.2.3 Other than as specified herein, the Photogrammetrist shall have no responsibility or liability to any other person or entity in connection with the services required by this Contract.

10.3 Discovery and Notice of Claims by Client

10.3.1 Under no circumstances shall the Photogrammetrist be liable to the Client for losses, damages or claims (1) that are discovered by the Client more than one year after the delivery by the Photogrammetrist of any nonconforming Mapping Documents or (2) as to which the Client fails to give written notice to the Photogrammetrist within 30 calendar days of the discovery thereof, whichever comes first.

10.4 Force Majeure

10.4.1 The Photogrammetrist shall not be liable for any damages whatsoever incurred by the Client or any other person resulting from delay or failure of delivery occasioned by strikes, lockouts, fires, inclement weather, machinery breakdowns, delays in carriers, governmental acts and regulations or any other circumstances beyond the Photogrammetrist's control.

ARTICLE 11 OWNERSHIP AND USE OF DOCUMENTS AND COPYRIGHT

11.1 Ownership and Reuse of Documents

11.1.1 All of the documents furnished by the Photogrammetrist to the Client pursuant to this Contract, including manuscript compilations, maps, contact prints of aerial photography, negatives, finished inked tracings, white prints, field notes, and/or computations and all other visual impressions, whether magnetically recorded or otherwise (herein "the Documents") are instruments of service and shall remain the property of the Photogrammetrist. The Documents are not suitable or intended for and may not be used by the Client or others for any purpose other than that specified in Part One. Any such use without the Photogrammetrist's prior specific written verification or adaptation will be at the Client's own risk and without liability or legal exposure to the Photogrammetrist, and the Client shall indemnify and hold harmless the Photogrammetrist from all claims, damages, losses and expenses, including attorney's fees, arising out of such use or resulting therefrom.

11.1.2 The Photogrammetrist shall be deemed the author of the Documents and, unless otherwise agreed to in writing, shall retain all common law and other reserved rights, including the copyright thereto. Every map and magnetic tape header shall bear notice of copyright notwithstanding the provisions of Section VIII of Part One. As between the Photogrammetrist and the Client, such work is not intended as and shall not be construed as "work for hire." The Client expressly acknowledges and agrees to honor, comply with and protect the copyright of the Photogrammetrist with respect to the Documents.

11.1.3 The Client also acknowledges and agrees that the Photogrammetrist has the exclusive right to (a) protect the Documents by copyright or otherwise and (b) to reproduce, publish, display, sell or distribute the Documents to any person, subject to this Section and to Section 11.1.4. While the Client shall be permitted to retain the Documents for information and reference in connection with the Client's use of the Mapping Project Area, the Documents may be used only by the Client for the Client's internal purposes and may not be used by or for any other persons, except as authorized in writing by the Photogrammetrist. However, the Photogrammetrist agrees that it will not sell the Documents or reproductions thereof without the written consent of the Client.

11.1.4 The Photogrammetrist recognizes that the Client may have a legitimate business need, consistent with Intended Map Usage as specified in Section II of Part One, to reproduce the Documents in exact form for the Client's internal purposes or to provide such reproductions to architects, engineers, surveyors or other professionals who require such reproductions to perform work consistent with this Contract with respect to the Mapping Project Area. Thus, for this purpose only, the Photogrammetrist grants to the Client a non-exclusive, non-assignable license to reproduce and transfer the Documents. **ANY REPRODUCTION MADE PURSUANT TO THIS PARAGRAPH AND THE COPYRIGHT THERETO SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF THE PHOTOGRAMMETRIST AND SHALL BEAR NOTICE OF THE COPYRIGHT.** This non-exclusive, non-assignable license shall terminate upon expiration of the Client's legitimate business need, consistent with this Contract, to reproduce the Documents.

11.1.5 Submission or distribution of any copyrighted documents to meet official regulatory requirements or for other purposes related to the purpose for which the Photogrammetrist shall render his services is not to be construed as publication in derogation of the Photogrammetrist's common law copyright or other reserved rights.

ARTICLE 12 ARBITRATION

12.1 Disputes Subject to Arbitration

12.1.1 All claims or disputes arising out of this Contract or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise in writing. Notice of the demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be otherwise barred under the terms of this Contract.

12.1.2 Any claims or disputes arising out of this Contract shall be arbitrated in the state and county of the Photogrammetrist's principal place of business.

12.1.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13
TERMINATION

13.1 Termination

13.1.1 This Contract may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating termination. Unless otherwise agreed to in writing or provided for in this Contract, this Contract may not be terminated for any other reason.

13.1.2 Failure of the Client to make payments to the Photogrammetrist in accordance with this Contract shall be considered substantial nonperformance and cause for termination.

13.1.3 If the Client fails to make payment when due, the Photogrammetrist may, upon seven (7) days written notice to the Client, suspend performance of services under this Contract.

13.1.4 In the event of termination not due to the fault of the Photogrammetrist, the Photogrammetrist shall be compensated for all services performed prior to the termination date and all other reasonable cancellation charges.

13.1.5 In the event the Photogrammetrist fails to comply with the schedule specified in this Contract, the Client shall be entitled to access to all then completed Documents consistent with the provisions of Article 11.

13.1.6 In the event of any claim by the Photogrammetrist against the Client as a result of the Client's nonpayment of any amounts due under this Contract, the Client expressly agrees to pay the Photogrammetrist's reasonable costs and attorney's fees in connection therewith.

ARTICLE 14
SUBCONTRACTORS AND CONSULTANTS

14.1 Employment of Subcontractors and Consultants

14.1.1 The Photogrammetrist shall have the right to enter into such subcontracts with photogrammetric, aerial photography, surveying, photographic reproduction or other firms or individuals as it deems necessary to perform the services required by this Contract.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Governing Law

15.1.1 Unless otherwise provided, this Contract shall be governed by the law of the principal place of business of the Photogrammetrist.

15.2 Binding Nature of Agreement

15.2.1 The Photogrammetrist and the Client, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this

Contract. Neither the Photogrammetrist nor the Client shall assign, sublet or transfer any interest in this Contract without the written consent of the other.

15.3 Entire Agreement

15.3.1 This Contract represents the entire and integrated agreement between the Client and the Photogrammetrist and supersedes all prior negotiations, representation or agreements, written or oral, and it may be amended only by written instrument signed by both the Photogrammetrist and the Client.

15.4 Enforceability

15.4.1 If any provision of this Agreement is held to be unenforceable, no other provision shall be affected thereby, and the remainder of the Contract shall be interpreted as if it did not contain the unenforceable provision.



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

October 28, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry:

Re: Transmittal of Tom Waldrip Memo to JAB.

Jerry, I have enclosed a memo from Tom to me, regarding his assessment of the equipment situation at Tombstone after spending 10/26/93 identifying equipment ownership.

Though Toms frustration shows in his memo, I concur with his assessment and it is pretty much as we discussed in my telephone conversation with you today.

I thought you might like this for your records.

Very truly yours;

A handwritten signature in cursive script that reads "James A. Briscoe".

James A. Briscoe

M E M O

TO: James A. Briscoe
FROM: Thomas E. Waldrip, Jr.
DATE: October 27, 1993

RE: Gianetto's equipment, Tombstone Development Company property, Tombstone Mining District, Cochise County, Arizona; Project #101-01

Jim,

Pursuant to my initial review of inventoried equipment at Tombstone, it is quite clear that we are going to have continuing problems until resolution of who owns what. As it now stands, I have been able to separate out most of the equipment that Mr. Gianetto purchased through the Cowichan Mines auction, from that of the later Escapule/Cowichan/PBR work. I have inventoried and marked such equipment with a "G" (in blue spray paint) for Gianetto, and a "T" (with white spray paint) for TDC. Some equipment has been moved, but in general, much still remains on the property now, almost 5 years later. I did not attempt to inventory the remaining equipment, but this could be done if necessary.

Some question exists as to other equipment which might be owned by Mr. Gianetto. In particular, there is some structural steel for tanks and conveyors north of the new monitoring well, the conveying system associated with the old TEI crushing area, and a generator (which I have not seen as yet) on the south end of the property, according to Jesse.

My problems are these:

1. Timing - much work remains to be done, but in order to create an efficient and cost effective means of disposal of used equipment, I need to know if the equipment is going to be removed or not so it can either be scrapped, stored, or sold.



2. If the above equipment is not removed, then who will own it? I do not want to be responsible for ordering something removed if it belongs to someone other than TDC.
3. Obviously, if Mr. Gianetto removes the major portion of the equipment, a lot of trash, etc. will remain. This will need to be cleaned up.
4. If the equipment is not going to be removed, then we need to decommission it, sell whatever can be, salvage what useful items there may be, store what remains, and trash the rest. Ultimately, then the items will need to be cleaned up to make sure there is no residual cyanide or heavy metal contamination. Plans need to be made if this is going to be necessary so proper equipment may be brought on site to perform necessary functions at one time, either with Mr. Gianetto or without him.

Jim, virtually no planning can be accomplished until ownership is determined, number one, and two, we cannot perform necessary requirements toward the State mandated clean up until Mr. Gianetto removes his equipment. Further, I don't believe the State cares who owns the equipment, they want it cleaned up, period. I don't feel that TDC would want to assume the responsibility for either allowing Mr. Gianetto to store the equipment on the property any longer or the possibility of being fined if it is not cleaned up and properly stored. I feel that TDC is not only liable to the State, but to any individual who might be injured should they be messing around on the equipment. Mr. Gianetto has had nearly five years to remove the equipment. He has had rent free use of TDC's property. He has not made overtures to pay rent, nor attempted to dismantle the equipment and safely store it on site. He has used TDC. Enough is enough.

I believe we, on TDC's behalf, with TDC's approval, need to confer with a lawyer versed in such matters, and formulate a plan to actively cause a removal or abandonment of the property owned by Mr. Gianetto. Only then can work proceed in an efficient and effective manner.

To this end, I have undertaken to determine any conditions established under terms of the auction sale. None were apparent in the brochure. Hendrix's

telephone number has been reassigned to other parties, so I assume they are out of business. Therefore, the next step is to confer with legal council to determine necessary actions to be followed. Even though Mr. Niedfelt's letter to Mr. Gianetto should have clearly underscored the serious nature of the request, results have been negative to date. Until someone gets Mr. Gianetto's attention, stalling appears to be the order of the day. TDC can ill afford to wait another five years for resolution of the issue. The time to act is now!



Tom



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

October 29, 1993

Mr. Donald G. Bell
Water Pollution Compliance Unit
Arizona Department of Environmental Quality
3033 North Central Avenue
Phoenix AZ, 85012

Re: Interim Progress report through October 28, 1993, Tombstone Development Co. mining property - Contention Mine area, Cochise County Arizona.

Dear Mr. Bell

During the period since my last report we have accomplished and plan the following:

Monitor Wells:

TDC # 1 was drilled to a depth of 600' and completed on Saturday, August 21, 1993. Water was encountered at 485 feet. It was cased with Schedule 80 PVC, 4 inch inside diameter. Schedule 80 PVC screens 20 feet long each were installed from 520 to 540 and from 580 to 600 feet. Its location is shown on the accompanying map. Various delays prevented the installation of the pump which will be set at 580 feet, but it should be installed by Monday November 1, 1993. As soon as the pump is installed, the well will be pumped and a sample taken for analysis.

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Sampling To Determine The Presence Or Absence of Elevated Cyanide Content - Mine Tailings and Ponds:

During the months of September and October a backhoe was used to cut approximately 43 trenches from two to 15 feet into tailings,

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FAX TRANSMITTAL

of Pages 6

TO: D.G. Bell FROM: J.A. BRISCOE
 CO: ADEQ JABA, INC.
 DATE: 11/10/93 PHONE: (602) 721-1375
 FAX # (602) 207-4634 FAX # (602) 298-6688 *2
 COMMENTS Attachments to follow
in mail

October 29, 1993

Mr. Donald G. Bell
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 Arizona Department of Environmental Quality
 3033 North Central Avenue
 Phoenix AZ, 85012

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TEI Tailings Piles

These piles originally consisted of about 2.1 million tons of mined and processed tailings. Of that original tonnage, some 40 thousand tons has been sold for aggregate while another 180 thousand tons was used for surfacing roads in the mine area. PBR Minerals washed approximately 125 thousand tons some of which may have been sold. Thus, records appear to indicate there should be 1.8 million tons remaining in the stockpile. Cooper Aerial Photography measured the stockpile circa the summer of 1988, and using a tonnage factor of 16.3 cubic feet per ton supplied by Western Technology, suggested 1.6 million tons remained. The differences in these two figures can be attributed to differences in density calculations for the volume present. These tails were originally leached in the period from 1980 through 1985. After leaching for as short a period as 3 days, the tails were removed from the leach pad and placed on an impermeable clay storage pad, where they remain today. Ten back hoe trenches were dug into these tails and assayed for free cyanide. All assays showed cyanide below the allowable limit of 0.2 ppm, (Mg/L) - see attached sketch map and assay sheets..

TEI Pregnant/Barren Solution Pond

Per your directions, six samples were taken at 100 foot intervals along the axis of the old TEI Preg. - Barren Solution pond area (samples 13 through 18). Samples 13 & 14 showed 0.025 ppm (Mg/L) and 0.18 ppm (Mg/L) respectively. All the other samples showed no detectable free cyanide. The 1988 report on the same area by PBR Minerals has been located. This study shows a sample grid analyzed for cyanide. These data will be plotted on the new maps of the area along with the new samples, comparisons made and additional sampling designed to identify, isolate and remediate any remaining

cyanide.

PBR / Cowichan Tailings Piles

The PBR / Cowichan operation, like TEI used a reusable rather than a permanent heap leach pad. After crushed ore had been leached, the material was rinsed and remaining cyanide neutralized. It was then removed and piled on compacted clay in an area about 2,000 feet southwest of the heap leach pad. Thirteen back hoe trenches were cut into this tailings pile and sampled for free cyanide. Trenches 3, 4, and 5 showed respectively 0.80, 0.04 and 0.75 ppm (Mg/L) free cyanide. The other trenches showed no detectable cyanide. Resampling of these three trenches was done over 3 foot intervals in the trenches from top to bottom. The results of these samples showed variable amounts of cyanide above the allowable limit of 0.02 ppm (Mg/L). Additional sampling to further isolate this hot spot is planned. After definition, a remediation program will be designed.

PBR / Cowichan Leach Pad

There is some tailings left on this leach pad, which was designed as a reusable pad. We were informed that the remaining tailings had been neutralized before shut down. Backhoe cuts were made to a depth greater than 6 feet into each end and the center of the four remaining heaps. Only one sample (# 39) showed excessive free cyanide - 0.043 ppm (Mg/L), while the two samples around it # 38 & 40 showed detectable amounts of 0.017 ppm and 0.014 ppm respectively. Additional samples will be taken around sample #39 to identify the extent of any remaining cyanide.

PBR / Cowichan Ponds

All four ponds of the leach pad complex were sampled. In the case of the Pregnant Solution Pond (Preg. Pond), the Barren Solution Pond and the Neutralization (overflow) Pond, liquid samples were taken. For the Settling or Backwash Pond, sediments accumulated in the bottom of the pond were sampled. In all cases, free cyanide content was less than 0.01 ppm (Mg/L). It is anticipated that EPA Metals #1312 will be run on these samples, and WAD Cyanide will be run on the sediments from the Backwash Pond.

Collection of Scrap and Establishment of a Materials Yard:

A materials yard for equipment belonging to the Tombstone

Development Company (TDC) is being established around the Old Assay building. Anything of value which will be retained on a semipermanent basis will be accumulated there. Like material will be kept together in an organized manner and inventoried.

Scrap iron and any other salable material is being collected under a separate contract and hauled to a scrap dealer in Tucson. Approximately 10 tons of such iron scrap has been removed as of this date.

Tires less than 36 inches in diameter, PVC pipe, scrap wood, similar non-hazardous material and old empty cyanide drums are being hauled to the south end of the "D & P" trash dump to the west of the Old Assay Building. There it is stacked in segregated piles until all collection is completed. Cyanide drums from the PBR / Cowichan operation are being left within the fenced cyanide yard north of the Merrill - Crowe building. After all waste material is collected a determination will be made as to the ultimate disposal of the material.

Mine Tires:

For those tires over 36 inches in diameter a disposal site (burial cell) has been established by previous operators on the south side of the runway dump. Large equipment tires have already been dumped here as have minus 36 inch tires. Smaller tires will be removed and stockpiled along with other waste material at the D & P waste dump. Large tires now scattered around the property will be relocated to the disposal site.

Disposal of Waste Oil:

On October 20, Metro Oil / EFT Corporation of Tucson came to the property and tested waste oil in the tank adjacent to the Old Assay House, and the diesel fuel tank above the Merrill - Crowe building, as well as seven 50 gallon drums scattered over the property. All material was ok for recycling, and it was pumped into their tanker truck and removed from the property. There is still oil saturated soil in the area of the two tanks as well as about 100 gallons of sludge in the waste oil tank that couldn't be pumped. Proposed remediation is in the planning stages.

Characterization of Mine Dumps:

Mine dump characterization is still in the planning stages. However, all of the material from the Contention Mine is Cretaceous Bisbee formation from the oxide zone and is thus sulfide free. The mined material is primarily shale and quartzite with subordinate limestone. It is probably not acidic in gross character. As a result of the recent drilling by USMX Inc. last Spring there are a significant number of drill holes that penetrated the dump material and thus samples are available. These

samples will be used to characterize the dump material.

Mapping Location of Waste Materials:

A second Digital Terrain Model (DTM) map covering the south part of the Contention mine area is in preparation to complement the map covering the north part of the mine area. As soon as this map is available, in mid November, all the areas of waste materials on the property will be mapped. These will be categorized by type. Appropriate test, disposal or remediation procedures will be proposed for each type of waste.

Inventory of Chemicals and Cleanup of Assay Laboratory

The Assay Laboratory has been cleaned, organized and inventoried. The inventory is appended with this report. A purchaser for some or all of the chemicals appears to have been found and some or all of these will be sold in the near future. A bill of sale and destination of the chemicals will be retained. Those not sold will either be retained or disposed of properly.

The septic tank for the laboratory sink has not yet been found, excavated and sampled, but that is planned as a near future activity. Some unknown crushed rock material in tanks in the Sample Prep. building has yet to be identified and assayed.

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Preparation of the Plan:

Gathering, and Compilation of all previous records

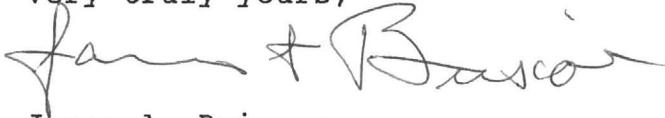
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The northern part of the Contention Mine is covered by a Digital Terrain Model (DTM), topographic and orthophotographic maps at a scale of 1 inch = 200 feet. A similar DTM, topographic and orthophotographic map is in preparation for the southern part of the Contention Mine. The topographic and DTM maps are interactive three dimensional digital maps addressable by AutoCAD. This map base will be used to plot all features relevant to the APP process.

Very truly yours;



James A. Briscoe
ADEQOTCR 11/09/93

cc JN

Attachments:

- Assay sheets and associated data
- Sketch maps showing sample locations
- 1 inch = 200 feet topo map of North part Contention Mine





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Assay sheets and associated data

Sketch maps showing sample locations

1 inch = 200 feet topo map of North part Contention Mine

ADEQOTCR 11/12/93

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TEI Tailings Piles: These piles originally consisted of about 2.1 million tons of mined and processed tailings. Of that original tonnage, some 40,000 tons has been sold for aggregate while another 180,000 tons was used for surfacing roads in the mine area. PBR Minerals washed approximately 125,000 tons, some of which may have been sold. Thus, records appear to indicate there should be 1.8 million tons remaining in the stockpile. Cooper Aerial Photography measured the stockpile circa the Summer of 1988, and using a tonnage factor of 16.3 cubic feet per ton, supplied by Western Technology, suggested 1.6 million tons remained. The differences in these two figures can be attributed to differences in density calculations for the volume present. These tails were originally leached in the period from 1980 through 1985. After leaching for as short a period as 3 days, the tails were removed from the leach pad and placed on an impermeable clay storage pad, where they remain today. Ten backhoe trenches were dug into these tails and assayed for free cyanide. All assays showed cyanide below the allowable limit of 0.02 ppm (Mg/L) - see attached sketch map and assay sheets.

TEI Pregnant/Barren Solution Pond: Per your directions, six samples were taken at 100 foot intervals along the axis of the old TEI Preg. - Barren Solution pond area (samples 13 through 18). Samples 13 & 14 showed 0.025 ppm (Mg/L) and 0.18 ppm (Mg/L) respectively. All the other samples showed no detectable free cyanide. The 1988 report on the same area by PBR Minerals has been located. This study shows a sample grid analyzed for cyanide. These data will be plotted on the new maps of the area along with the new samples, comparisons made and additional sampling designed to identify, isolate and remediate any remaining cyanide.

PBR/Cowichan Tailings Piles: The PBR/Cowichan operation, like TEI, used a reusable rather than a permanent heap leach pad. After crushed ore had been leached, the material was rinsed and remaining cyanide neutralized. It was then removed and piled on compacted clay in an area about 2,000 feet southwest of the heap leach pad. Thirteen backhoe trenches were cut into this tailings pile and sampled for free cyanide. Trenches 3, 4, and 5 showed respectively 0.80, 0.04 and 0.75 ppm (Mg/L) free cyanide. The other trenches showed no detectable cyanide. Re-sampling of these three trenches was done over 3 foot intervals in the trenches from top to bottom. The results of these samples showed variable amounts of cyanide above the allowable limit of 0.02 ppm (Mg/L). Additional sampling to further isolate this hot spot is planned. After definition, a remediation program will be designed.

PBR / Cowichan Leach Pad: There is some tailings left on this leach pad, which was designed as a reusable pad. We were informed that the remaining tailings had been neutralized before shut down. Backhoe cuts were made to a depth greater than 6 feet into each end and the center of the four remaining heaps. Only one sample (#39) showed excessive free cyanide - 0.043 ppm (Mg/L), while the two samples around it #38 & #40 showed detectable amounts of 0.017 ppm and 0.014 ppm respectively. Additional samples will be taken around sample #39 to identify the extent of any remaining cyanide.

Mr. Donald G. Bell, ADEQ
RE: Progress through 10/28/93
Tombstone Development Co. property
October 29, 1993
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PBR / Cowichan Ponds: All four ponds of the leach pad complex were sampled. In the case of the Pregnant Solution Pond (Preg. Pond), the Barren Solution Pond and the Neutralization (overflow) Pond, liquid samples were taken. For the Settling or Backwash Pond, sediments accumulated in the bottom of the pond were sampled. In all cases, free cyanide content was less than 0.01 ppm (Mg/L). It is anticipated that EPA Metals #1312 will be run on these samples, and WAD Cyanide will be run on the sediments from the Backwash Pond.

Collection of Scrap and Establishment of a Materials Yard:

A materials yard for equipment belonging to the Tombstone Development Company (TDC) is being established around the Old Assay building. Anything of value which will be retained on a semi-permanent basis will be accumulated there. Like material will be kept together in an organized manner and inventoried.

Scrap iron and any other salable material is being collected under a separate contract and hauled to a scrap dealer in Tucson. Approximately 10 tons of such iron scrap has been removed as of this date.

Tires less than 36 inches in diameter, PVC pipe, scrap wood, similar non-hazardous material, and old empty cyanide drums are being hauled to the south end of the "D & P" trash dump to the west of the Old Assay Building. There it is stacked in segregated piles until all collection is completed. Cyanide drums from the PBR/Cowichan operation are being left within the fenced cyanide yard north of the Merrill-Crowe building. After all waste material is collected, a determination will be made as to the ultimate disposal of the material.

Mine Tires:

For those tires over 36 inches in diameter, a disposal site (burial cell) has been established by previous operators on the south side of the runway dump. Large equipment tires have already been dumped here as have minus 36 inch tires. Smaller tires will be removed and stockpiled along with other waste material at the D & P waste dump. Large tires now scattered around the property will be relocated to the disposal site.

Disposal of Waste Oil:

On October 20, Metro Oil/EFT Corporation of Tucson came to the property and tested waste oil in the tank adjacent to the Old Assay House, and the diesel fuel tank above the Merrill-Crowe building, as well as seven 50 gallon drums scattered over the property. All material was ok for recycling, and it was pumped into their tanker truck and removed from the property. There is still oil saturated soil in the area of the two tanks, as well as about 100 gallons of sludge in the waste oil tank that couldn't be pumped. Proposed remediation is in the planning stages.

Characterization of Mine Dumps:

Mine dump characterization is still in the planning stages. However, all of the material from the Contenton Mine is Cretaceous Bisbee formation from the oxide zone, and is thus sulfide free. The

Mr. Donald G. Bell, ADEQ
RE: Progress through 10/28/93
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mined material is primarily shale and quartzite with subordinate limestone. It is probably not acidic in gross character. As a result of the recent drilling by USMX, Inc. last Spring, there are a significant number of drill holes that penetrated the dump material, and thus samples are available. These samples will be used to characterize the dump material.

Mapping Location of Waste Materials:

A second Digital Terrain Model (DTM) map covering the south part of the Contention mine area is in preparation to complement the map covering the north part of the mine area. As soon as this map is available, in mid-November, all the areas of waste materials on the property will be mapped. These will be categorized by type. Appropriate test, disposal or remediation procedures will be proposed for each type of waste.

Inventory of Chemicals and Cleanup of Assay Laboratory:

The Assay Laboratory has been cleaned, organized and inventoried. The inventory is appended with this report. A purchaser for some or all of the chemicals appears to have been found and some or all of these will be sold in the near future. A bill of sale and destination of the chemicals will be retained. Those not sold will either be retained or disposed of properly.

The septic tank for the laboratory sink has not yet been found, excavated and sampled, but that is planned as a near future activity. Some unknown crushed rock material in tanks in the Sample Prep. building has yet to be identified and assayed.

Inventory of Non-owned vs. Owned Equipment:

A significant amount of mine processing equipment is located in various places on the property, but primarily near the front gate and the north end of the TEI Tailings pile. The majority of this equipment at one time belonged to PBR Minerals Inc. and perhaps others. It was auctioned approximately 5 years ago in one lot to Mr. Bill Gianetto of Bisbee. The majority of the equipment has remained on the property, a small part being removed and sold. TDC has requested that Mr. Gianetto remove the equipment, but this has not been done to date. The sales inventory has been used to identify Gianetto's equipment, and it has been marked with a spray painted "G". Equipment that belongs to TDC has been marked with a "T". Material whose ownership is unknown is left unmarked. The TDC equipment for the most part is scrap and is being cut up and sold to a scrap dealer in Tucson. Efforts to have Mr. Gianetto remove his equipment and identification of the ownership of unknown equipment continues.

Preparation of the Plan:

Gathering, and Compilation of all previous records: Files of both the ADEQ and the dormant mine office files of previous mine operators have been searched for all pertinent records. Substantial records have been found, organized, and indexed into a data base for easy information retrieval. These records will be used for base-line purposes and to avoid repetition of work for the APP for Closure .

Mr. Donald G. Bell, ADEQ
RE: Progress through 10/28/93
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Preparation of Additional Map Coverage: The northern part of the Contention Mine is covered by a Digital Terrain Model (DTM), topographic and orthophotographic maps at a scale of 1 inch = 200 feet. A similar DTM, topographic and orthophotographic map is in preparation for the southern part of the Contention Mine. The topographic and DTM maps are interactive three-dimensional digital maps addressable by AutoCAD. This map base will be used to plot all features relevant to the APP process.

Very truly yours,



James A. Briscoe

cc: JN

Attachments:

- Assay sheets and associated data
- Sketch maps showing sample locations
- 1 inch = 200 feet topo map of North part Contention Mine

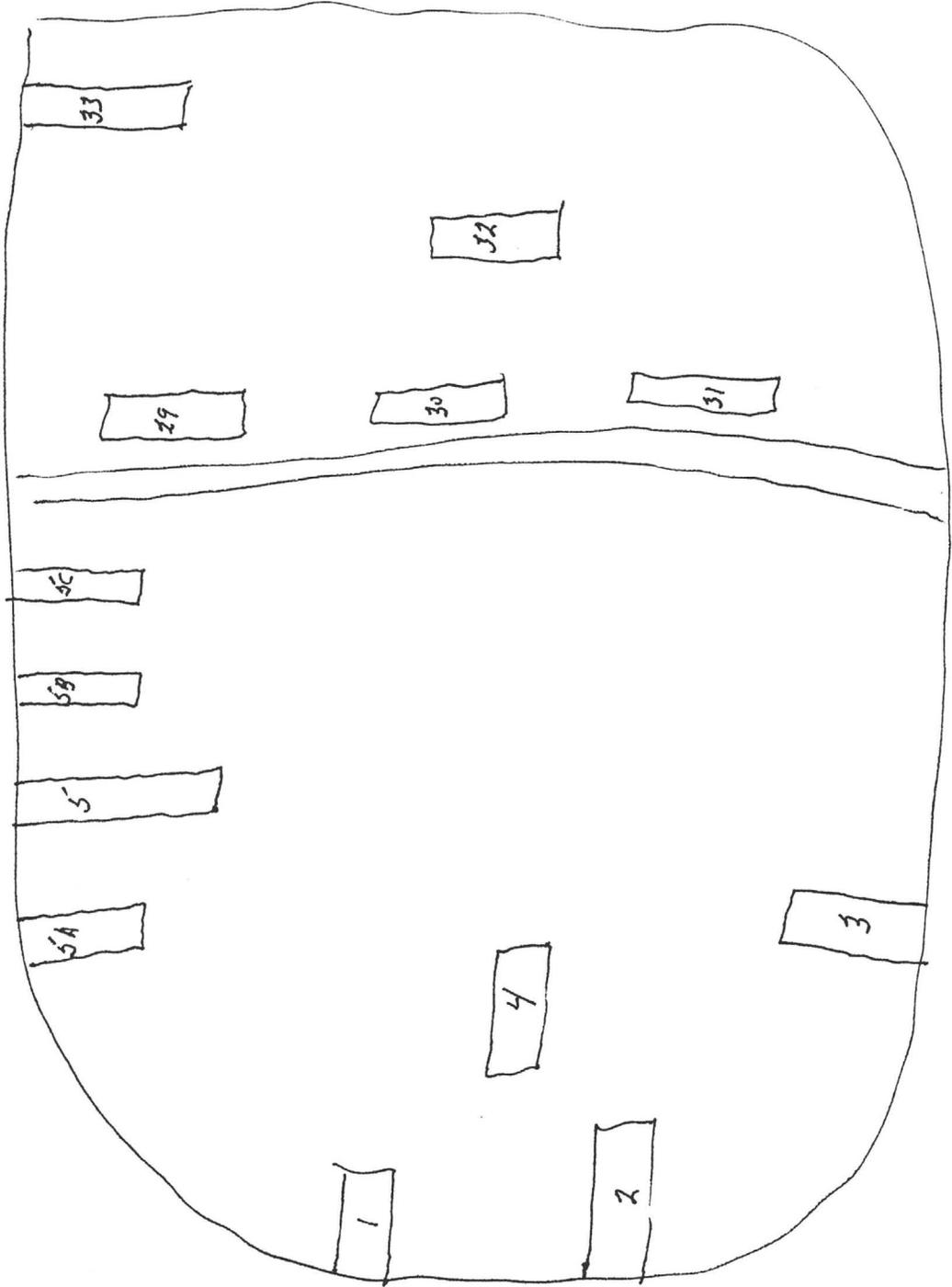
ADEQOTCR 11/12/93

Mr. Donald G. Bell, ADEQ
RE: Progress through 10/28/93
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October 29, 1993
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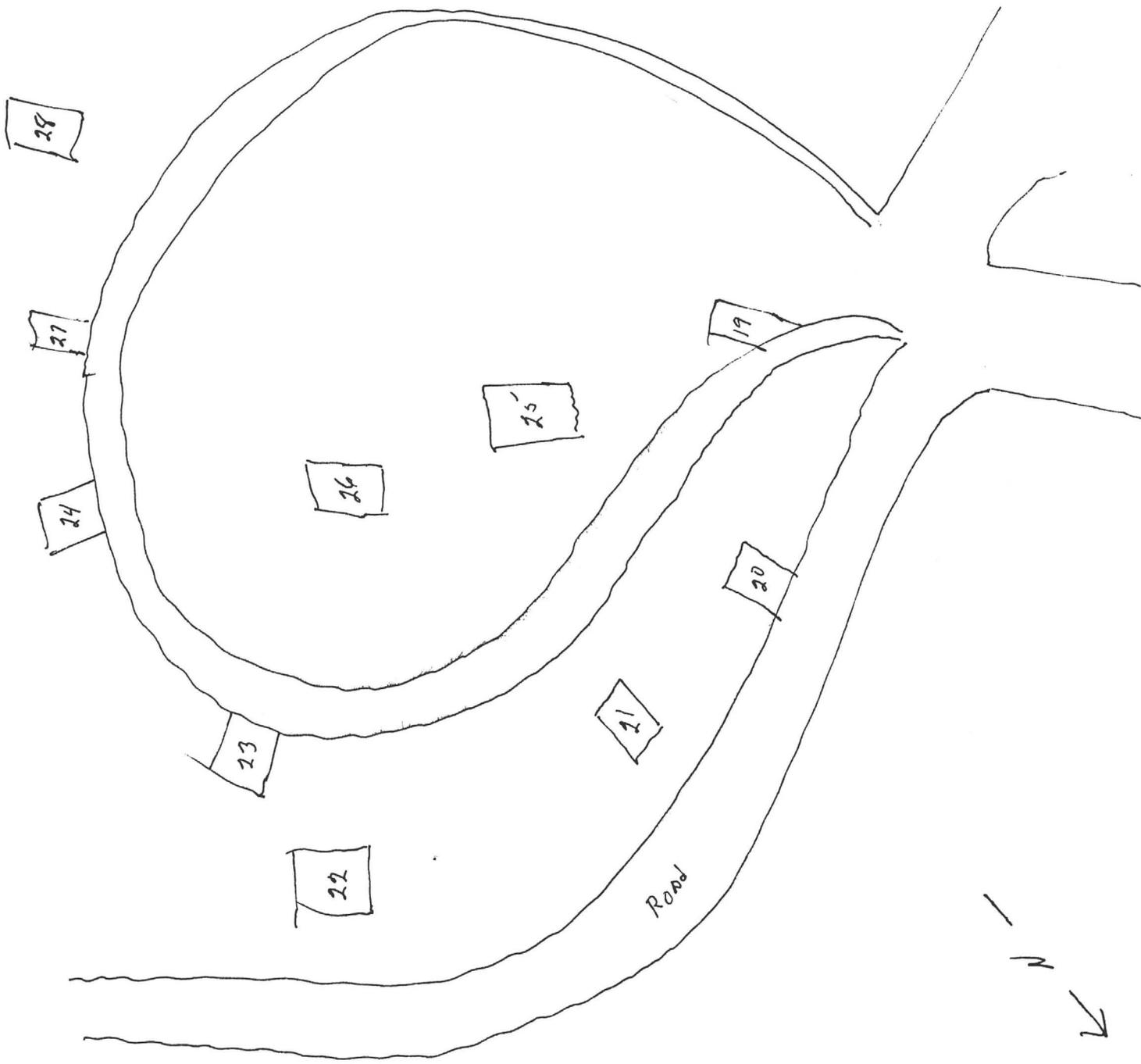


JABA INC.
2100 N. Wilmat Rd. #218
Tucson, AZ 85712
(602) 885-9141

PBR TAILI, S Pad



TEI - Things Pile



Williams Tanks

GARY A. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638
(602) 456-9160

October 3, 1993

Mr. James Briscoe
5610 E. Sutler Lane
Tucson, Arizona 85712

CERTIFICATE OF ANALYSIS

<u>Sample Identification</u>	<u>Mg/L. free CN</u>	<u>Nitrates as (N)</u>	<u>pH</u>
No. 35	<0.01		6.8
No. 36	<0.01		6.6
No. 37	<0.01		6.7
No. 38	0.017		6.7
No. 39	0.043		6.5
No. 40	0.014		6.5
No. 41	<0.01		7.0
No. 42	<0.01		6.5
No. 43	<0.01		6.5
Preg. Solution Pond	<0.01	52.0	6.5
Barren Solution Pond	<0.01	27.0	6.5
Neutralization Pond	<0.01	1.2	6.6
Backwash Pond (Sediments)	<0.01	84.0	6.5
No. 13	0.025		7.0
No. 14	0.180		7.0
No. 15	<0.01		6.4
No. 16	<0.01		6.6
No. 17	<0.01		6.7
No. 18	<0.01		6.6

See Log. Page

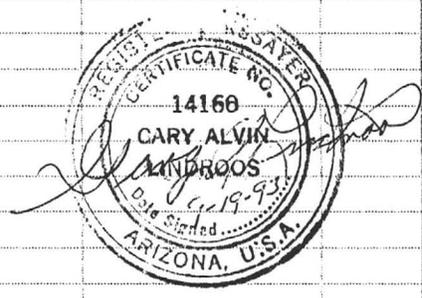
Gary A. Lindroos
GARY A. LINDROOS
10-3-93

EQUIPMENT REQUIRED FOR BASIC LABORATORY SETUP

<u>Item</u>	<u>Approximate Cost</u>
Chipmunk or roll crusher	\$ 2000.00
Pulverizer	3000.00
Small Drying Oven	250.00
5 HP motor for Legend Crusher	250.00
Electrical Boxes for Crushers and Pulverizer & Furnace	100.00
Air Compressor	350.00
Acetylene Tank	100.00
Pulp Balance	750.00
Micro Balance (for Au & Ag Fire Assays)	2500.00 (Used)
New AA Standards	
Reagents for Fire Assays:	
Soda Ash	
Borax	
Litharge	
Silica	
Potassium Nitrate	
Bone Ash	
Additional reagents will be needed for special assays	
We should have 2 Cyanide First Aid Kits	300.00

CERTIFICATE OF ANALYSIS						
18-Sep-93						
Sample ID	Mg/L Free Cr	pH	Sample ID	Mg/L Free Cr	pH	
No. 19 0' - 3'	<0.01	6.5	No. 28 0' - 3'	<0.01	6.5	
3' - 6'	<0.01	6.5	3' - 6'	<0.01	6.5	
6' - 9'	<0.01	6.5	6' - 9'	<0.01	6.4	
9' - 12'	<0.01	6.5	9' - 12'	<0.01	6.5	
No. 20 0' - 3'	<0.01	6.4	No. 29 0' - 3'	0.98	7.2	
3' - 6'	<0.01	6.5	3' - 6'	1.96	7.4	
6' - 9'	<0.01	6.4	6' - 8.5'	1.44	6.8	
No. 21 0' - 3'	<0.01	6.5	No. 30 0' - 3'	0.72	6.5	
3' - 6'	<0.01	6.6	3' - 6'	0.86	6.9	
6' - 9'	<0.01	6.5	No. 32 0' - 3'	0.13	6.5	
No. 22 0' - 3'	<0.01	6.5	3' - 6'	0.11	6.5	
3' - 6'	<0.01	6.7	6' - 9'	0.48	6.9	
6' - 9'	<0.01	6.5	No. 33 0' - 3'	0.19	6.6	
9' - 12'	<0.01	6.5	3' - 6'	0.56	7.0	
No. 23 0' - 3'	<0.01	6.6	6' - 9'	0.05	7.0	
3' - 6'	<0.01	6.7	9' - 11'	0.04	6.5	
6' - 9'	<0.01	6.4	No. 34 0' - 3'	<0.01	6.4	
9' - 11'	<0.01	6.5	3' - 6'	<0.01	6.4	
No. 24 0' - 3'	<0.01	6.3	6' - 9'	<0.01	6.5	
3' - 6'	<0.01	6.5	9' - 11'	<0.01	6.6	
6' - 9'	<0.01	6.5	5C 6' - 9'	<0.01	6.5	
9' - 12'	<0.01	6.5	9' - 12'	<0.01	6.5	
No. 25 0' - 3'	<0.01	6.5	12' - 15'	<0.01	6.5	
3' - 6'	<0.01	6.5	5D 0' - 3'	<0.01	6.4	
6' - 9'	<0.01	6.6	3' - 6'	<0.01	6.6	
9' - 12'	<0.01	6.5	6' - 9'	<0.01	6.4	
No. 26 0' - 3'	<0.01	6.4				
3' - 6'	<0.01	6.4				
6' - 9'	<0.01	6.6				
9' - 11'	<0.01	6.5				
No. 27 0' - 3'	<0.01	6.6				
3' - 6'	<0.01	6.4				
6' - 9'	<0.01	6.4				
9' - 11'	<0.01	6.5				

Handwritten note: pH 10.0-11.0



Note: Holes No. 19 through No. 28 are from old TEI Tailings Pad
Instrumentation: Hach DR 1A Colorimeter

GARY A. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638
(602) 456-9160

September 13, 1993

Mr. James Briscoe
5610 E. Sutler Lane
Tucson, Arizona 85712

CERTIFICATE OF ANALYSIS

<u>Sample Identification</u>	<u>Free Cyanide</u>	<u>pH</u>
No. 6 Overburden from Pit	<0.01	6.6
No. 7A 0' - 3' from bottom	<0.01	6.4
3' - 6' from bottom	<0.01	6.8
No. 7B 0' - 4' from bottom	<0.01	6.8
4' - 10' from bottom	<0.01	6.5
No. 7C 0' - 3' from bottom	<0.01	6.7
3' - 8' from bottom	<0.01	6.5
No. 7D 0' - 3' from bottom	<0.01	6.6
3' - 7' from bottom	<0.01	6.5
7' - 10' from bottom	<0.01	6.4
No. 1 0' - 3' from top	<0.01	6.6
3' - 6' from top	<0.01	6.8
6' - 9' from top	<0.01	6.5
9' - 12' from top	<0.01	6.7
No. 2 0' - 3' from top	<0.01	6.7
3' - 6' from top	<0.01	6.8
6' - 9' from top	<0.01	6.4
9' - 12' from top	<0.01	6.5
No. 5A 0' - 3'	0.960	7.0
3' - 6'	1.040	7.2
6' - 9'	0.032	6.5
9' - 13'	<0.01	6.5

14160
GARY A. LINDROOS
TOMBSTONE, ARIZONA
9-13-93

Page 2 (Certificate of Analysis) Continued

<u>Sample Identification</u>	<u>Mg/L Free CN</u>	<u>pH</u>
5B 0' - 3'	0.01	7.2
3' - 6'	1.24	7.4
6' - 9'	1.50	6.8
9' - 12'	0.16	6.6
5C 0' - 3'	<0.01	6.5
3' - 6'	<0.01	6.7
No. 9	<0.01	6.5
No. 10	<0.01	6.5
No. 11	<0.01	6.4
No. 12	<0.01	6.5



PBR TAILINGS PADS

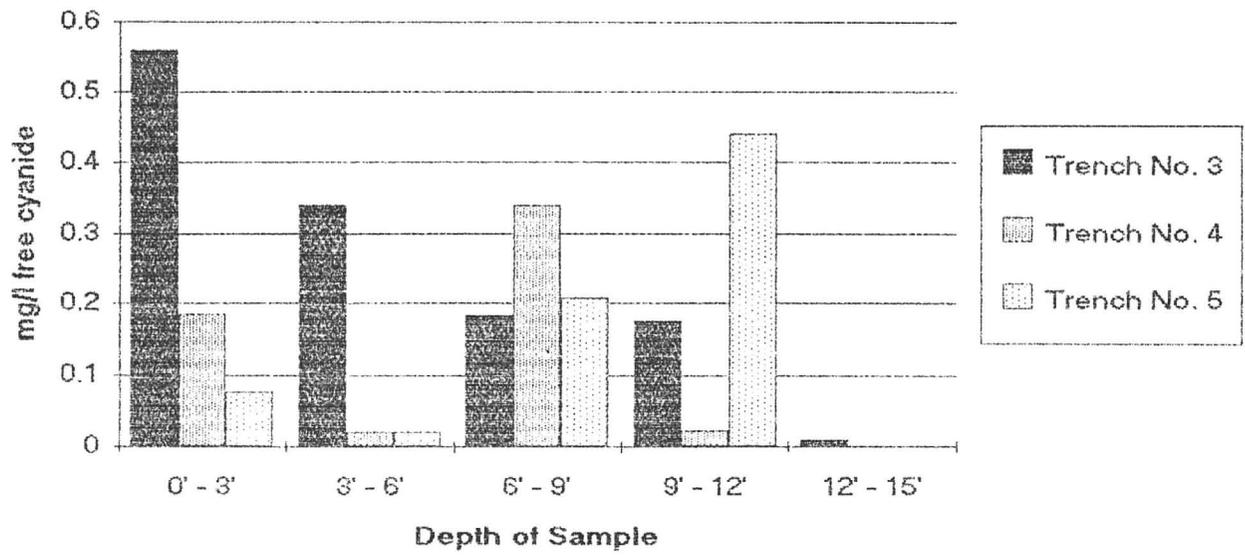
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Location	Free CN		pH		pH	
	Trench No. 3	Trench No. 4	Trench No. 5	Trench No. 6	Trench No. 4	Trench No. 5
0'-8'	0.56	0.186	0.078	6.5	6.4	6.9
3'-6'	0.34	0.02	0.02	7	6.5	6.5
6'-8'	0.184	0.34	0.208	7.2	6.5	7.3
9'-12'	0.176	0.022	0.44	7	6.5	6.5
12'-15'	0.01			6.8		

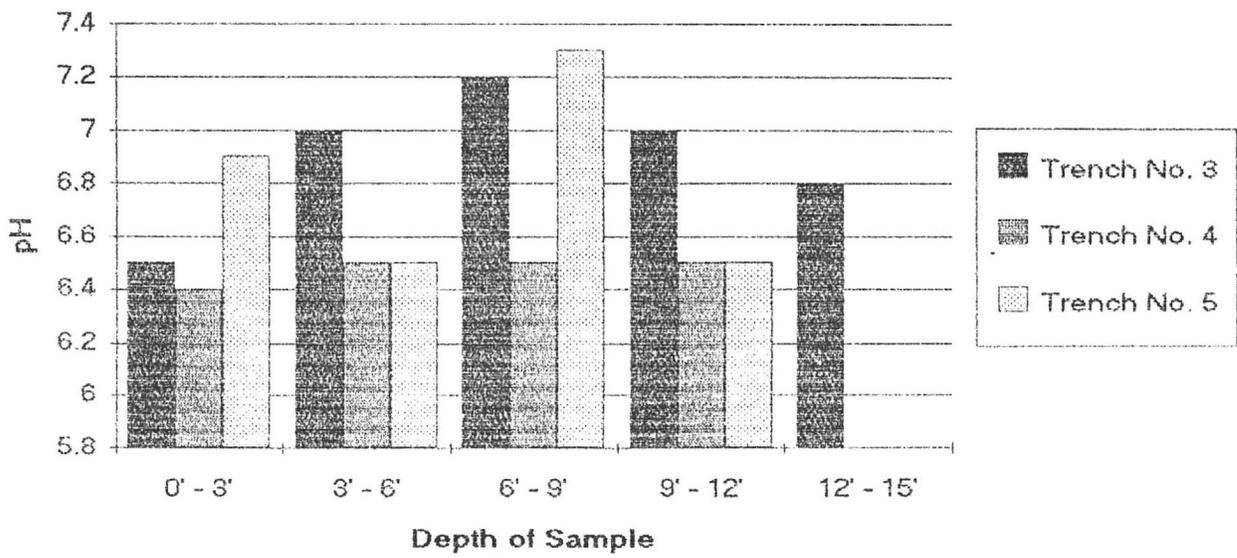
Free Cyanide is measured in Mg/L
Instrumentation: Hach DR 1A Colorimeter



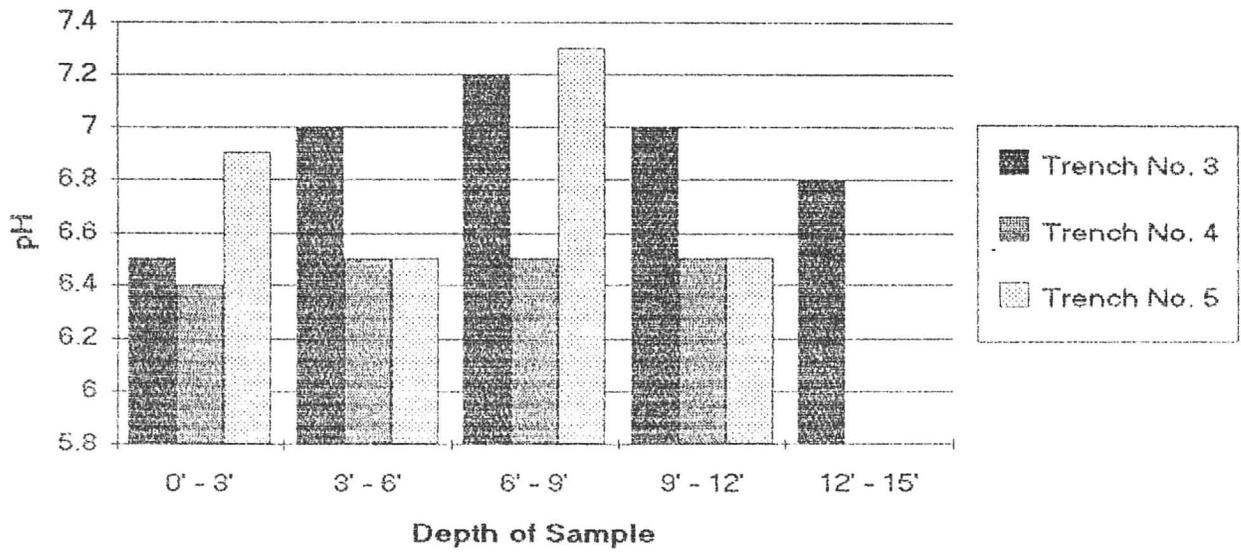
PBR Tailings Pad - September 6, 1993



PBR Tailings Pad pH - September 6, 1993



PBR Tailings Pad pH - September 6, 1993



INVENTORY (PBR LAB)

Equipment & Glassware

Quantity	Item Description	Condition
1	Fire Assay Furnace, Cress, Electric Model C-1632SP, SN 8902	Good
1	Electric Hotplate, Lindberg	Fair
1	Fume Hood	Fair
1	Perkin Elmer Model 460 AA SN 107979	Good
1	Corning Hot Plate Stirrer	Fair
1	Magnister, Magnetic Stirrer, SN 0672	Fair
1	Lab Jaw Crusher (Legend), No Motor	Good
Misc.	Fire Assay Tools & Pouring Molds	Fair
3	Graduated Cylinders, 100 ml	
10	Flask, 125 ml	
2	Flask, 250 ml	
2	Flask, 500 ml	
2	Flask, 1000 ml	
2	Flask, 2000 ml	
10	Beaker, 150 ml	
5	Beaker, 200 ml	
12	Beaker, 250 ml	
16	Beaker, 400 ml	
2	Beaker, 500 ml	
1	Beaker, 100 ml	
6	Beaker, 50 ml	
2	Wheaton, Cyanide Distillation Apparatus	
17	Nessler Tubes, 100 ml	
Misc.	AA Standards	
Misc.	pH Buffer Solutions	
600	1 1/2" Cupels	
80	Crucibles (30 Gram)	
1	Chlorine Test Kit	
1	Cyanide Test Kit (Hach)	
1	Digital pH Meter	

Inventory (Chemicals)

Quantity	Item Description
2 bottles	Acetic Acid
1 gallon	Chloroform
6 bottles	Sulfuric Acid
2 bottles	Nitric Acid
1 bottle	Phosphoric Acid
1 bottle	Formaldehyde (37%)
500 ml	Pyridine
500 ml	Methyl Red Indicator
250 ml	Chloramine T
125 grams	Barbituric Acid
10 grams	Dimethylamino-Benzl-rhodanine
200 ml	Diethylene Glycol Dibutyl Ether
25 grams	Phenolphthalein
500 grams	Potassium Cyanide
1 lb	Sodium Cyanide
900 ea	Chlorine Reagent Powder Pillows
20 boxes	Nitraver 5 Reagent Powder Pillows
4 boxes	Cyaniver 3, Reagent Powder Pillows
9 boxes	Cyaniver 4, Reagent Powder Pillows
3 boxes	Cyaniver 5, Reagent Powder Pillows
8 boxes	Hexaver CDTA Reagent
1 bottle	MercuVer 2 Reagent
350 pounds	Sodium Bromide
3 bottles	Ammonium Hydroxide
500 ml	Hydrogen Peroxide (30%)
2 pounds	Potassium Permanganate
1/2 pound	Sodium Acetate
1/2 pound	Zinc Acetate
4 pounds	Manganese Dioxide
1/2 pound	Zinc Powder
1/4 pound	Lead Acetate
300 ml	Wetting Agent
4 pounds	Potassium Chlorate
100 ml	Rubbing Alcohol
2 pounds	Urea
1 pound	Sodium Thiosulfate
1/2 pound	Potassium Iodide
1/4 pound	Iodine Crystals

Chemical Inventory (Continued)

<u>Quantity</u>	<u>Item Description</u>
1/4 pound	Zinc Sulphate
1/2 pound	Lead Nitrate
1/2 pound	Starch, Soluble Powder
1/2 pound	Calcium Hydroxide
1/2 pound	Oxalic Acid
1 pound	Sodium Hydroxide
2 1/4 pounds	Potassium Dichromate
1 pound	Ammonium Chloride
1/2 pound	Potassium Iodide
200 ml	Silver Nitrate Solution (Dilute)
2 liters	Acetone
2 liters	Methylisobutyle Ketone
1 pound	Tin (Metal)
1 pound	Test Lead (Granular)
2 liter	Oxalic Acid (0.1 N)
1 gallon	Chelating Agent

GARY A. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638
(602) 456-9160

August 29, 1993

Mr. James Briscoe
5610 E. Sutler Lane
Tucson, Arizona 85712

Dear Jim:

Enclosed you will find the assay results of the PBR Tailings which Tombstone Development Company requested we analyze for Free Cyanide. I am also enclosing a brief description of the procedures used for the analysis.

Sincerely,



Gary A. Lindroos

Cyanide Determination

Range 0 - 0.20 mg/L

Pyridine-Pyrazolone Method

Using CyaniVer 3, 4 and 5 Cyanide Reagents

200 grams Tailings (or soils)

200 ml of Distilled Water

Sample is agitated on a roll table for 1 hour

Filter sample

1. Take a water sample by filling a clean 25 ml graduated cylinder to the 25 ml mark. Pour the sample into a clean sample cell.
2. Add the contents of one CyaniVer 3 Cyanide Reagent Powder Pillow, stopper the sample cell and shake for 30 seconds. Allow the sample to stand 30 seconds.
3. Add the contents of one CyaniVer 4 Cyanide Reagent Powder Pillow, stopper the sample cell and shake for 10 seconds. Proceed immediately with step 4.
4. Add the contents of one CyaniVer 5 Cyanide Reagent Powder Pillow, stopper the sample cell and shake vigorously for 15 seconds. If cyanide is present, a pink color will develop which will turn blue after a few minutes. Allow at least 30 minutes after the addition of the CyaniVer 5 Cyanide Reagent Powder Pillow before proceeding with Steps 7 and 8.
5. Insert the Cyanide (CyaniVer Method) Meter Scale into the meter and select the 610 nm color filter. Close the light shield.
6. Set the Power switch to LEFT SET and adjust the LEFT SET control to align the meter needle with the infinity mark at the extreme left of the scale arc.
7. Fill a clean sample cell to the 25 ml mark with the original water sample and place it into the cell holder. Close the light shield. Set the Power switch to ON and adjust the RIGHT SET control for a reading of zero mg/L.
8. Place the prepared sample in the cell holder and close the light shield. Read the mg/L Cyanide (CN).

GARY A. LINDROOS
P. O. Box 1011
Tombstone, Arizona 85638
(602) 456-9160

August 29, 1993

Mr. James Briscoe
5610 E. Sutler Lane
Tucson, Arizona 85712

CERTIFICATE OF ANALYSIS

<u>Sample Identification</u>	<u>Free Cyanide</u>	<u>pH</u>	<u>Sample by</u>
No. 1 (J. Briscoe)	<0.01	6.5	J. Briscoe
No. 7 (J. Briscoe)	<0.01	6.5	J. Briscoe
No. 1 Tailings Pad	<0.01	6.6	G. Lindroos
No. 2 Tailings Pad	<0.01	6.4	G. Lindroos
No. 3 Tailings Pad	0.80	7.2	G. Lindroos
No. 4 Tailings Pad	0.04	6.5	G. Lindroos
No. 5 Tailings Pad	0.75	7.3	G. Lindroos

Method of Analysis:

Pyridine-Pyrazolone Method
Using CyanVer 3, 4 and 5 Cyanide Reagents (Hach Co.)

Instrumentation:

Hach Model DR/1A Colorimeter

Respectfully Submitted:



NOV



JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

FAX TRANSMITTAL # of Pages 3
 TO: Jerry Niedfelt FROM: J.A. BRISCOE
 CO: Tomb. Dev. Co. JABA, INC.
 DATE: 11/17/93 PHONE: (602) 721-1375
 FAX # _____ FAX # (602) 298-6688 *2
 COMMENTS For your review

November 12, 1993

Mr. Jerome Niedfelt, President
 Tombstone Development Company
 P. O. Box 1445
 Grand Island, NE 68802

See Action + Notes of this date w/ JN

RE: TDC's patented mining claims; environmental cleanup; Letter of Understanding; Tombstone Mining District, Cochise County, Arizona. JABA #101-01

Dear Jerry:

Pursuant to correspondence dated July 8, 1993, from the Arizona Department of Environmental Quality to Tombstone Development Company (TDC), TDC is under mandate by the State of Arizona to carry out certain functions to establish that previously permitted mining and leaching sites located on TDC's property are environmentally safe. Certain broad-based guidelines were established in the above referenced correspondence in order for TDC to receive proper closure from the State of Arizona on these sites. Amongst these guidelines was either the relocation of old equipment and/or materials to a centralized storage yard and/or proper disposal. JABA, Inc., as consultant for TDC, is undertaking an evaluation of the used equipment and materials, finds that much of it has minimal salvage value, and a point of diminishing returns would be reached quickly if these materials were moved to a centralized storage area. It has thus been JABA's position that most of the metal, including primarily steel with minor copper and aluminum be gathered and/or cut up into movable sizes, transported to Tucson, and sold as scrap metal.

JABA, Inc. has undertaken the solicitation of an estimate to have the scrap metal removed from TDC's property and disposed of in a proper recycling facility in Tucson. To this end, Mr. Jesse Grassman has submitted a proposal to undertake such work. Appended, JABA has penned a Letter of Understanding which shall memorialize the various parties intents if you both agree.

Sincerely,

James A. Briscoe

JAB/msb

Enclosure: Letter of Understanding

Jerome Niedfelt, President
 Tombstone Development Co.
 Letter of Understanding
 November 12, 1993
 Page 1 of 3

LETTER OF UNDERSTANDING
for
ENVIRONMENTAL CLEANUP

AS TO Tombstone Development Company (TDC):

TDC is owner of certain patented property upon which is scattered numerous pieces of equipment and scrap metal. TDC currently recognizes the ownership by other parties to certain pieces of this equipment. In other cases, certain pieces of equipment are believed salvageable for their designated and/or other use and are owned by TDC. TDC shall mark, or cause to be marked, such items believed to be in other party ownership or salvageable. Remaining metal, equipment, structures and scrap shall be considered waste metal. TDC wishes to have such waste metal removed and disposed of at a proper metal recycling center.

Mr. Jesse Grassman, an individual, hereinafter referred to as "GRASSMAN" has agreed to remove said waste metal and transport it to a proper metal recycling center under the following terms:

1. All expenses including but not limited to labor, fuel, vehicles, insurance, cutting torches and gas shall be born by GRASSMAN.
2. GRASSMAN shall remove only such waste metal that is properly marked for disposal. All other metal, equipment, structures and scrap shall remain property of TDC.
3. GRASSMAN shall neither be considered an employee of nor a contractor for TDC; GRASSMAN's work shall be for his own benefit.
4. GRASSMAN shall perform work in a workmanlike manner, using necessary care to avoid injury to himself, the property, and others, and providing necessary fire suppression tools or equipment at all times.
5. GRASSMAN shall have vehicle insurance in effect at all times and provide evidence thereof to TDC.
6. GRASSMAN shall not engage the services of other individuals in his work, nor subcontract activities to other individuals or companies.
7. GRASSMAN shall provide copies to TDC of all receipts obtained for the sale of scrap metal, if any.
8. GRASSMAN shall own all scrap metal once it is removed from TDC's property. TDC desires to have the metal recycled, but recognizes that GRASSMAN may have other uses intended. All benefit, including monies received from sale, shall be those of GRASSMAN. TDC makes no representation as to the usefulness or lack thereof, condition, salability or content of the scrap metal. The scrap metal is provided on an

Jerome Niedfelt, President
Tombstone Development Co.
Letter of Understanding
November 12, 1993
Page 2 of 3



JABA, INC.
2100 N. Wilmot Rd. # 218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

as-is, where-is basis.

9. GRASSMAN represents that he is an employee of Geotemps, and is currently being used as contract labor by TDC for environmental cleanup operations on the property. As such, GRASSMAN agrees to perform such salvage work independently of his contract with Geotemps and not in addition to such work. All such metal salvage work shall be performed after GRASSMAN has met his obligation on a daily or weekly basis for contracted labor with Geotemps for TDC.
10. GRASSMAN shall not be selective in his removal of scrap metal. All designated scrap metal shall be removed and the area cleaned up. TDC recognizes that at times because of conditions present, including various states of burial, widely scattered nature, etc., TDC may have to provide for contract services for extraction and/or collection of metal to a centralized area, such area then being designated as a scrap metal site, GRASSMAN then removing such scrap metal per the terms of this Letter of Understanding.
11. The parties hereto agree that this Letter of Understanding shall be effective as of the latter date of both parties acceptance below, and shall remain in effect until the first of the following events: 1) all scrap metal is removed; or 2) either party notifies the other in writing of a desire to terminate this arrangement.

The respective signatures below indicate the parties acceptance of the terms and conditions of this Letter of Understanding.

Dated this ____ day of _____, 1993

Dated this ____ day of _____, 1993

By _____
Jerome Niedfelt, President, TDC

By _____
Jesse Grassman "GRASSMAN"

M E M O

FAX TRANSMITTAL # of Pages 20
 TO: J. Niedfelt FROM: J.A. BRISCOE
 CO: TDC JABA, INC.
 DATE: 11/18/93 PHONE: (602) 721-1375
 FAX # _____ FAX # (602) 298-6688 *2
 COMMENTS Surface work in progress.

TO: James A. Briscoe
 FROM: Thomas E. Waldrip, Jr.
 DATE: November 16, 1993

RE: Estimate of Jesse Grassman's time to clean up TDC property; P101-1

Jim,

Pursuant to my conversations with you, I indicated I would get an estimate of the amount of time that would be necessary for Jesse to remove, stockpile and cleanup the various areas at Tombstone. In addition, herewith I have made an estimate as to approximately how much recyclable steel is located in each area. Some of this is still very preliminary, as I have not totally reviewed each area in detail:

Area	Location	Hours	Labor Expense @ \$9.20/hr	Lbs. Steel
1	East of washing plant	30	\$ 276	1,000
2	Industrial tire depot	16	147	500
3.	Area around assay house	40	368	2,000
4.	Northeast storage area	5	46	25,000
5.	Make up water pond	30	276	500
6.	Carbon stripping plant area	20	184	500
7.	North pit storage area	8	74	22,000
8.	Old TEI crushing plant	50	460	1,000
9.	TEI runway dump	8	74	4,000
10.	Gravel/Settling ponds	24	221	2,000
11.	Butler building	45	414	1,000
12.	PBR/Cowichan heap leach	60	552	1,000
13.	South pit storage	6	55	4,000
14.	Knob Hill cyanide cans	50	460	-0-
15.	TEI assay house (interior)	32	294	-0-
16.	TEI/DP trash dump	?	?	?
TOTAL		424	\$3,901	64,500

- Notes: 1. 424 hours divided by 8 hours/day = 53 man days
 2. 53 days divided by 5 days/week = 10.6 man weeks
 3. 64,500 lbs. of scrap steel = 32 tons remaining to be collected
 4. Of the 36,000 lbs. of steel already collected, only approximately 1/3 of the total amount has been removed from the property, based on my estimate above.
 5. Area #14 includes removal of only non-buried cans.
 6. Above hours and cost does not cover time for final removal and disposal of waste.
 7. Scrap steel removal and recycling not included in above time/cost estimate.

Tom
 TEW/msb

MEMO TEW to JAB
 Estimate of JG time to clean up TDC property
 November 16, 1993
 Page 1 of 1

JABA, Inc.

M E M O

TO: Jesse Grassman
FROM: James A. Briscoe & Thomas E. Waldrip, Jr.
DATE: November 18, 1993

RE: Tombstone Development Company property clean-up of assorted trash, equipment, etc. from past operations, Tombstone Mining District, Cochise County, AZ; P#101-01

Jesse:

I would like to take this opportunity to thank you for the job you have undertaken to clean-up the TDC property at Tombstone. To date, I realize that we are only starting on the project, and much remains to be done. However, I feel you are the right person for the job, and through your efforts, the job will be done in a cost-effective and careful manner.

By necessity, Jim and I will have to defer much of the physical labors to you. Our interaction will be on a minimal basis, primarily limited to oversight, management, technical input, and interaction with the client, owners of the stored equipment, and the State. As discussed in the field with you, I will be undertaking a surface evaluation of the areas needing attention. Preliminary evaluation indicates approximately ^{six areas} ~~twelve~~ (12) areas of major concern. I will be undertaking a more critical evaluation of each of these areas in the weeks ahead, as well as walking much of the property to ascertain any other problems that might be present. I solicit any input and comments you have concerning this work, especially in pointing out areas of disposed trash.

Jesse, Jim and I have ^a few demands and expectations as far as your work goes. ~~However, we do~~ ^{W. Do do} expect that you do the following:

1. Put in at least forty (40) hours of work per week, weather permitting;
2. Keep accurate records of your time;
3. Concentrate clean up efforts to one area at a time instead of piece-meal work;
4. Avoid further degradation to the environment; and
5. Above all, think safety first.

Currently, we have verbally outlined much of the work in general terms that needs to be accomplished. I would, however, like to memorialize these conversations in this memo to more clearly outline our expectations of your work. These instructions are not set in concrete, but fluid and ever-evolving and open to change. We are undertaking work by phases. My envisioned phases are:

PHASE I. Evaluation of the property - review areas needing to be cleaned up and provide for necessary documentation and reporting.

PHASE II. Weed and brush removal around building enclosures, work areas or trash sites.

DRAFT

This draft was faxed
it has been updated as of
12/3/93 of
this old draft not
retained in the files
JABA, Inc.



Tucson & Arizona

Business/7
Public records/10
Weather/10

C

Tuesday, November 2, 1993 •

Tucson Citizen

CITY EDITOR, JAMES R. WYCKOFF, 573-4560



FAXED

TO JERRY SANDY ABOUT

FAX TRANSMITTAL

of Pages 5

TO: J. Neidfeldt

FROM: J.A. BRISCOE

CO: TAC

JABA, INC.

DATE: 11/19/93

PHONE: (602) 721-1375

FAX # _____

FAX # (602) 298-6688 *2

COMMENTS These are the letters I
mentioned to you in our tele.

conv. this morning
J.A. Briscoe

November 18, 1993

CERTIFIED MAIL
Return Receipt Requested

Jerry Neidfeldt, President
Tombstone Development Co.
P.O.Box 1445
Grand Island, Nebraska 68803

RE: Tombstone Development, Inc.- Completion of agreed upon compliance items according to schedule; Inventory No. 102806; Tombstone, Cochise County.

Dear Mr. Neidfeldt:

As per our telephone conversation I am informing you that the situation at the Tombstone Development Mine Site needs to be cleaned up as soon as possible. When the compliance schedule takes more than 90 days we are usually required to develop a consent agreement or a compliance order with stipulated penalties to facilitate the matter in a timely fashion. Up until now the problems with the revocation of the old permit have allowed the extra time to clear up the legal problems. Now that the revocation is in place, there is no need to drag this out any farther than we have planned.

You may develop a machinery or equipment yard if you so desire. Be sure that the area meets the ADEQ standards for such a facility. Also make sure to have control of the facility so that others are not illegally dumping or changing oil etc. Containers and tanks stored must be contained in a manner which is safe to the environment, i.e., on liners or concrete if not cleaned and neutralized. You may want to check the OSHA requirements for this type of facility also. May I also point out that the closeness to the town makes this a liability when not fenced etc.

When you are down here next month I wish to discuss the exact Aquifer Protection Permit that you are going to apply for. You could request closure, partial closure, operation of a pollution control devise, or combinations of each of these. Or you could chose complete operation with closure or partial closure. Whichever permit you choose, now is the time to make the choice.

received

11/22/93
18 JAB



FAX TRANSMISSION
TO: _____
FROM: J.A. BRISCOE
PHONE: (602) 207-4613
FAX: (602) 207-4613

As usual, you, or any of the people you are working with, may contact me at 602-207-4613. Our faxline is 602-207-4613.

Sincerely,

Donald Bell
Compliance Officer
Water Pollution Compliance Unit
Office of Water Quality

DB:db

B:\TOMBSTONE\COMPLETE.NTC

SEARCHED
SERIALIZED
INDEXED
FILED

As usual, you, or any of the people you are working with, may contact me at 602-207-4613. Our fax line is 602-207-4613.

Sincerely,

Donald Bell
Compliance Officer
Water Pollution Compliance Unit
Office of Water Quality

DB:db

B:\TOMBSTONE\COMPLETE.NTC

MU:xxxx

File No. 100334

August 11, 1993

Mr. David S. Baron
Assistant Director
Arizona Center for Law in the Public Interest
3208 East Fort Lowell
Suite 106
Tucson, AZ 85716

RE: Response to Comments Regarding Public Notice No. 91-93AZAP -
Revocation of Groundwater Quality Protection Permit (GWQPP)
No. G-0020-02, PBR Minerals, Inc.- Grand Central Leaching
Facility

Dear Mr. Baron:

Thank you for your input into the decision making process regarding the final revocation of the above mentioned GWQPP. The Water Pollution Compliance Unit (WPCU) of the Arizona Department of Environmental Quality (ADEQ) has been unable to locate any responsible party involved with the bankrupt PBR Minerals, Inc. The president of PBR Minerals, Inc., J. Michael Ashworth, is deceased.

The owners of the property, Tombstone Development Corporation, are assuming the remediation responsibilities, and are working with the WPCU to develop the remediation which PBR Minerals did not accomplish. PBR Minerals no longer has any interest in the property.

ADEQ, in consultation with the Attorney General's Office, has decided to pursue the current owners, Tombstone Development Corporation, for compliance and permitting purposes.

Although the Plan Review and Permits Section has no provision for partial revocation of a GWQPP, any person wanting to use the site in the future must apply for an Aquifer Protection Permit (APP) to do so. The application for this permit requires a demonstration that the applicant is financially capable of bearing the costs of operation, closure, and post-closure monitoring of the facility. (Arizona Administrative Code R18-9-108.8)

Mr. David S. Baron
November 18, 1993
Page 2

If you have any further questions, please call me at 207-4667, or
Don Bell of the WPCU at 207-4613.

Sincerely,

Jeffrey L. Emde
Mining APP Unit
Plan Review and Permits Section
Office of Water Quality

C: Don Bell, WPCU/WAS/OWQ
Alan Roesler, Mining APP/PRP/OWQ

Tombstone Development Company
 Technical assistance letter
 Exhibit A - Required samples

Old Heap Leach and Old Washed Tailings

EPA 1312 (1)	AGP / ANP (2)	Ag (Silver)
As (Arsenic)	Ba (Barium)	Be (Beryllium)
Cd (Cadmium)	Cr (Chromium)	Cu (Copper)
Hg (Mercury)	Ni (Nickel)	Pb (Lead)
Se (Selenium)	Sb (Antimony)	Tl (Thallium)
Zn (Zinc)	Total Cyanide	WAD Cyanide

- (1) Synthetic Precipitation Leaching Procedure
 (2) Acid Generating Potential / Acid Neutralization Potential

Monitor Wells

Note: All monitor well metals should be analyzed as Total metals (e.g. total Silver, total Arsenic, etc.)

TKN (1)	Total petroleum hydrocarbons (2)	Alkalinity, Total
Alkalinity, Phenol	Chloride	Conductivity
Fluoride	Hardness	NO ₂ /NO ₃ , Total
pH	Sulfate	TDS (3)
Ag (Silver)	As (Arsenic)	Ba (Barium)
Be (Beryllium)	Cd (Cadmium)	Ca (Calcium)
Cr (Chromium)	Cu (Copper)	Fe (Iron)
K (Potassium)	Hg (Mercury)	Mg (Magnesium)
Mn (Manganese)	Na (Sodium)	Ni (Nickel)
Pb (Lead)	Se (Selenium)	Sb (Antimony)
Tl (Thallium)	Zn (Zinc)	Total Cyanide
WAD Cyanide		

- (1) Total Kjeldahl Nitrogen
 (2) BLS 181
 (3) Total dissolved solids

Tombstone Development Company

P.O. BOX 1445

TELEPHONE 308/382-7480

GRAND ISLAND, NEBRASKA 68202

September 27th, 1993

Sisbee Salvage and Equipment Company
P. O. Box 4517
Bisbee, Arizona 85603

Attention: Bill Gianetto

Dear Bill:

Enclosed is copy of letter from the Department of Environmental Quality of Arizona.

They are putting a lot of heat on us to clean up the mine site at Tombstone. I hate to prod you on this but the last report I had was that very little has been accomplished as far as your getting your equipment off site.

Please expedite your work as much as possible and let me know what your plans are for accomplishing this.

Very truly yours,

Jerome Niedfelt

Tombstone Development Company
By: Jerome Niedfelt, President

JN/ap

Enc.

received
11/18/93



- faxed from
her N. Smith



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Fife Symington, Governor Edward Z. Fox, Director

September 27, 1993

CERTIFIED MAIL
Return Receipt Requested

Jerry Naidfeldt, President
Tombstone Development Co.
P.O.Box 1445
Grand Island, Nebraska 68803

RE: Tombstone Development, Inc.- Completion of agreed upon compliance items according to schedule; Inventory No. 102806; Tombstone, Cochise County.

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You may develop a machinery or equipment yard if you so desire. Be sure that the area meets the ADEQ standards for such a facility. Also make sure to have control of the facility so that others are not illegally dumping or changing oil etc. Containers and tanks stored must be contained in a manner which is safe to the environment, i.e., on liners or concrete if not cleaned and neutralized. You may want to check the OSHA requirements for this type of facility also. May I also point out that the closeness to the town makes this a liability when not fenced etc.

When you are down here next month I wish to discuss the exact Aquifer Protection Permit that you are going to apply for. You could request closure, partial closure, operation of a pollution control devise, or combinations of each of these. Or you could chose complete operation with closure or partial closure. Whichever permit you choose, now is the time to make the choice.

As usual, you, or any of the people you are working with, may contact me at 602-207-4613. Our fax line is 602-207-4613.

Sincerely,



Donald Bell

Compliance Officer
Water Pollution Compliance Unit
Office of Water Quality

DB:db

B:\TOMBSTONE\COMPLETE.NTC

Tombstone Development Company

P.O. BOX 1445

TELEPHONE 308/382-7480

GRAND ISLAND, NEBRASKA 68802

July 15th, 1993

Bisbee Salvage and Equipment Company
 P. O. Box 4517
 Bisbee, Arizona 85603

Attention: Bill Gianetto

Dear Bill:

I have been wanting to thank you for sending us a list of equipment that you purchased at the auction site on Tombstone Development property. Frank and I enjoyed the visit with you in Tombstone and want to thank you again for making the trip there to meet with us.

I mentioned during this meeting that it has become necessary for removal of this equipment, but I did not know at that time the schedule we would have to meet. We have now been informed by the Department of Environmental Quality that all this excess equipment must be removed within 90 days, starting July 15th, 1993.

Please understand that this is not a requirement of Tombstone Development Company, but of the Department of Environmental Quality.

We therefore must request that we live within this time frame since financial penalty can be assessed for failure to do so.

Very truly yours,

Jerome Niedfelt

Tombstone Development Company
 By: Jerome Niedfelt, President

JN/ap

Post-It™ brand fax transmittal memo 7671		# of pages = 4
To <i>Lee Smith's Attorney</i>	From <i>Jerome Niedfelt</i>	
Co.	Co. <i>Tombstone Dev.</i>	
Dept.	Phone # <i>308-382-7480</i>	
Fax # <i>602-797-9770</i>	Fax # <i>308-382-7482</i>	

AUCTION

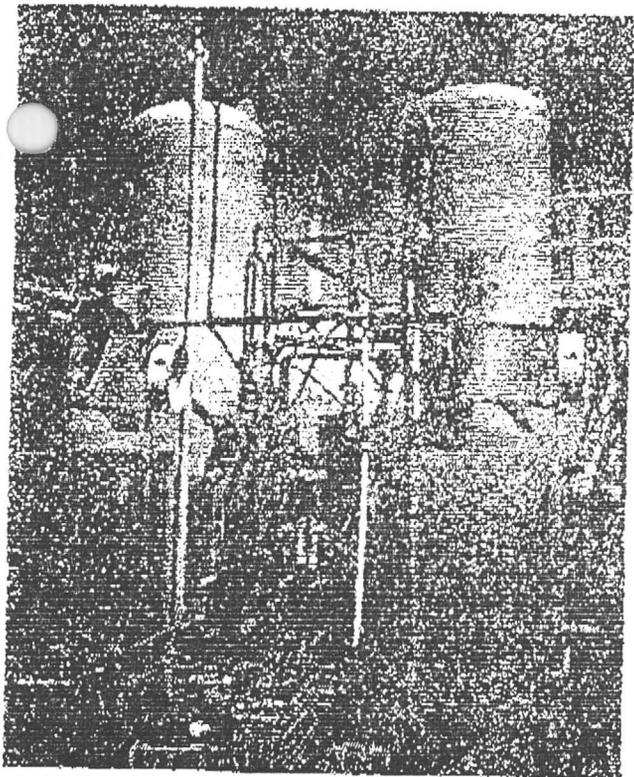
SILVER AND GOLD PROCESSING EQUIPMENT

COWACHIN MINES, LTD. has commissioned HENDRIX & ASSOCIATES AUCTIONS to sell at AUCTION their surplus inventory of SILVER AND GOLD PROCESSING EQUIPMENT. Equipment has been properly maintained and was in use at time Cowachin Mines opted to change their processing method.

10:04 A.M., THURSDAY, DECEMBER 8, 1988

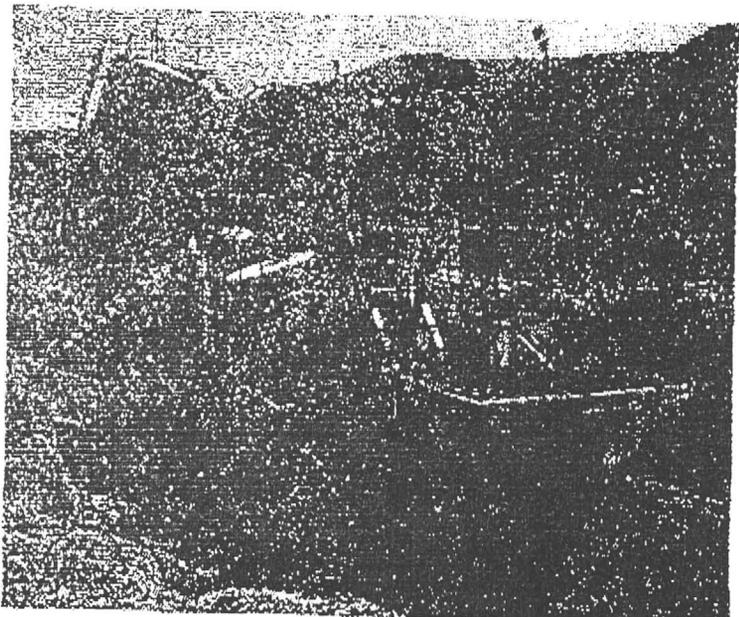
In HISTORIC TOMBSTONE, ARIZONA

(Half Mile Southeast of the City of Tombstone on the Old Bisbee Highway off Allen Street)



Carbon Stripper

INSPECTION DAYS
DECEMBER 9-10



Carbon In Pulp/Carbon In Leach System

TERMS OF PAYMENT: Cash, Cashier's Check, Business Check if accompanied by Bank Letter. All sales are final. Equipment is sold AS-IS, WHERE-IS with no warranty or guarantees implied or stated.

HENDRIX & ASSOCIATES, INC.

• AUCTIONEERS • APPRAISERS • LIQUIDATORS • CONSULTANTS

RON HENDRIX, (806) 794-8849, 5518 77th St., Lubbock, Texas 79424, TX Lic. #6040

FOR INFORMATION: P.O. Box 370, Tombstone, Arizona, 85638, (602) 457-2282 or FAX (602) 457-3020

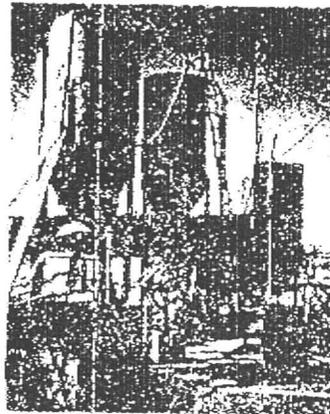
EQUIPMENT INCLUDES:

- Clear Water Carbon Adsorption System: (6) 2-Ton Pressurized Towers, Rated Flow is 700-800 GPM; One 2-Ton Open Tower
- Carbon In Pulp/Carbon in Leach System: (3) 7'x9' Agitating Tanks with Lightnin Agitation and Fully Equipped with Sandpiper Transfer Pumps, Air Lines and Screens
- 20,000 Lbs. of West States 521G Carbon (Bagged)
- Carbon Stripper: (2) One-Ton Stripping Vessels Equipped with (2) Sizer D-1000 Inland Hot Water Heaters (1,000,000 BTUH) and (2) Transfer Cycle Chargers plus 800-Gal. Preg and 800-Gal. Sargent Tanks, 10 HP Viking Positive Displacement Pump, Stainless Steel Valves and Flanges
- Zinc Precip Feeder
- Filter Press (30 Sq. Ft.) with 2 HP Feed Pump and Venturi Vacuum System also with 2 HP Tool Pump
- Carbon Acid Wash Tank
- Heat Reactivators
- Holding Tank
- Carbon Transfer Equipment
- 4'x24" Trommel w/Gear Reducer and 30 HP Motor
- Atlas Twin 48" Caster (Sand Screw) w/Electrical and 75 HP Elec. Motor and Catwalk
- Feeder: 15-Ton Bin w/Grizzly, Underflow Belt w/10 HP Motor and Gear Reducer, 18' x 100' Conveyor with Belts and Pulleys
- (3) Settling Tanks, Two 20,000-Gal. and One 12,000-Gal.
- Bull Bin and Conterts
- (4) Gate Valves
- (2) Butterfly Valves
- Jager Pump, 6"x6"
- Centrifugal Pump w/Motor
- Gardner Repp Pump, 3"x3"
- Worthington Pump, 4"x3"
- Deere 3"x3" Rubber Lined Pump w/Westinghouse 20 HP Motor
- ITT 1 1/2" x 2" Pump w/2 HP Motor
- UMI 1 1/2" x 1" Centrifugal Pump w/2 HP Motor
- Jet 1" x 3/4" Pump w/ 3/5 HP Motor
- 3/4" x 3/4" Centrifugal Pump, 3/4 HP Motor
- Morse B7 to 1 Gear Reducer, Model 300K
- Krebs Cyclone Separator, Model 202, 6"x6" Rated
- Gardner-Deere Compressor, 250 CFM
- Jager Pump w/10 HP Motor
- Pump w/15 HP Motor
- G.E. 25 HP Electric Motor
- U.S. 7 1/2 HP Electric Motor
- (4) Assorted Electric Motors
- U.S. 40 HP Electric Motor
- U.S. 30 HP Motor
- Pallets of Electrical Switch Boxes
- Assorted Flanges and Fittings
- (8) Gate Valves, 6X
- (3) Gate Valves, 3X
- Pinch Valves

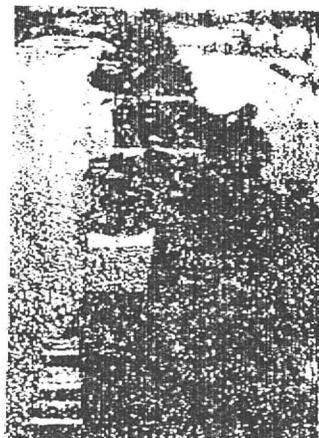
- (4) Plug Valves
- 5" Check Valves
- 4" Cross T
- Assorted Victaulic Fittings and Clamps
- Ingersoll-Rand 5"x3" Pump w/15 HP Electric Motor
- Gear-Oliver 5"x4" Rubber Lined Pump
- Falk Gear Reducer 48 to 1
- U.S. 7 1/2 HP Elec. Motor, 3-Ph, 480 Electric Motor, 10 HP
- G.E. 50 HP Electric Motor
- Swiller 6"x10" Sand Pump
- Sargent Pump, Double Diaphragm 70"x60" w/Electric Motor
- Spools of S/S Wire, Approx. 3000'
- Assorted Pump Valves
- Bauer Hydraulic Shear, Model 502
- Denver S&L 3"x3" Sand Pump w/10 HP Electric Motor
- Assorted Valves
- 200V DC Generator
- Allen Sherman Pump
- Krebs Cyclones
- 50 HP U.S. Electric Motor w/6"x4" Rubber Lined Vacsuel Pump

- 4'x6" Vacsuel Pump w/30 HP Motor
- 3'x3" Dual Pump w/7 1/2 HP Drive Motor
- 60" Treadner 48x4 w/Winn Smith Gear Reducer
- Assorted Hoses & Pullays
- 80" Erie Screen
- 48" Sieve Screen
- 7 1/2 HP Submersible Mud Pump
- 30 HP Self Priming Pump
- Misc. Inland PVC
- 800-Gal. Mixing Tank w/Catwalk and Accessories
- Other Items

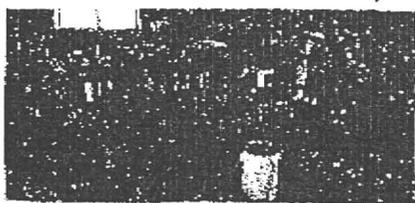
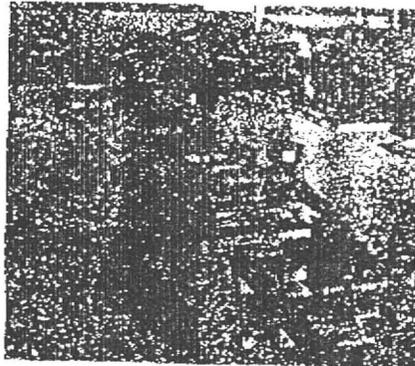
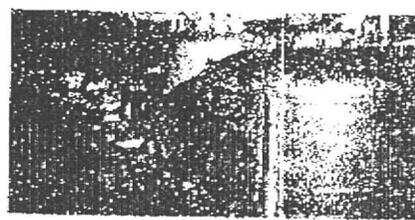
Whether you are a small or medium size operation — there will be something for you at this sale. Must see to appreciate. Please call us if you would like to come see the equipment during the designated inspection days. Our personnel will be happy to answer any and all questions. Phone: (602) 457-2262 or FAX: (602) 457-3020, Tempe, Arizona



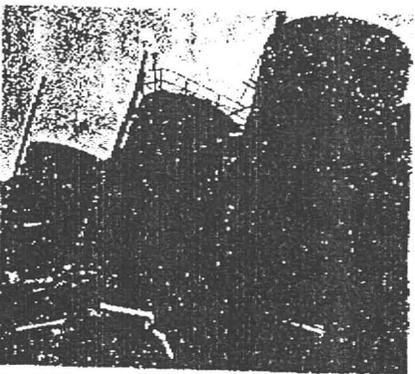
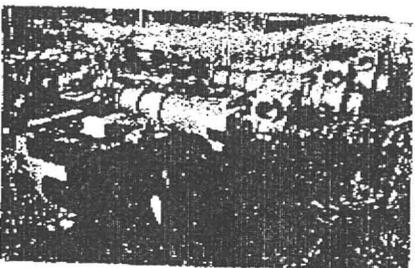
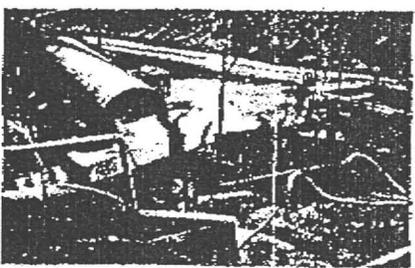
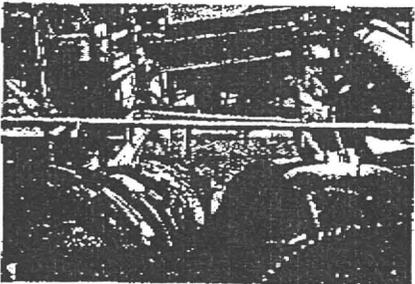
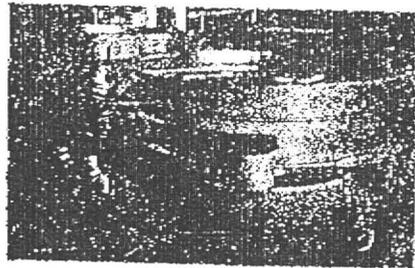
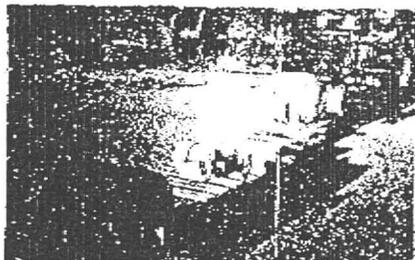
Carbon Acid Wash



Clear Water Carbon Adsorption System



Zinc Precip Feeder and Filter Press



Settling Tanks

LAW OFFICES OF
LEO N. SMITH
CASAS ADOBES PROFESSIONAL PLAZA
6985 NORTH ORACLE ROAD
TUCSON, ARIZONA 85704

FAX (602) 797-9770

TELEPHONE (602) 797-0777

November 18, 1993

Bisbee Salvage and Equipment Company
Attn: Bill Gianetto
P.O. Box 4517
Bisbee, AZ 85603

Dear Mr. Gianetto:

This office represents Tombstone Development Company ("TDC") and as I advised to you in our telephone conference this morning, TDC must move to complete the clean up of its properties at Tombstone.

You indicated to me that you might be able to move the three large tanks and perhaps the small tanks as well by giving the same to someone willing to haul them off the property. As to the remainder of the equipment (consisting of the conveyor and belts at the upper end and the carbon plant within the fenced area at the lower end), you indicated that you had no immediate prospects for selling or removing the same.

Please be advised that as to any of the equipment remaining on the property beyond December 31, 1993, TDC must move the same into a fenced in equipment storage area at the property or make other arrangements for the disposal thereof. In such event, TDC will look to you for reimbursement of all costs of constructing such a storage area and moving the equipment, including all costs of cleaning up the equipment if required by the Arizona Department of Environmental Quality ("ADEQ") to do so.

As an alternative, TDC would consider leasing a storage area to you until you are able to sell and move the equipment. If this were to be done, such a lease would have to be executed by December 15, 1993. The storage area and the equipment therein would have to be secured within a fenced area and the area would have to meet standards set by the ADEQ for such storage areas by no later than January 31, 1994.

received
11/19/93



TDC hopes that we can work together to solve this problem and that TDC will not be required to handle the matter for you and charge you the costs.

Please keep TDC advised as to your plans and progress.

Very Truly Yours



Leo N. Smith

LNS:es

xc: Jerome Neidfelt
James Briscoe

DRAFT*Never Sent.*

November 22, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry:

Re: Cleanup at Tombstone and Responsibility and Liability your directions in our telephone call this morning; JABA withdrawal from the project.

In our telephone conversation this morning you told me that you wanted to give Steve Henderson and Jesse Grassman the supervisory responsibility for trash and other surface cleanup at Tombstone. Because of extreme liability that JABA Inc. would be exposed to as well as its owners and officers personally, if something was improperly done on the property and we might be placed in a position of "should have known about it" with the state, we will have to withdraw from the project. Penalties for such mistakes, even if the contractor doesn't know about it but it were construed that they should have known, appears to be multi year jail sentences and large fines (please review the attached news article regarding a contractor who made a mistake). We will not put ourselves in such jeopardy by not having complete supervisory discretion to dictate the course of cleanup.

We do not object to TDC subcontracting any labor, equipment rental etc., as long as such contractor is insured and we are named as a co-insured or otherwise protected from liability. However it must be under our supervision, as the APP for Closure will be written and signed for by JABA Inc. with attendant liability.

I am sending with this fax, Tom Waldrip's memo to me and his directions to Jesse Grassman covering some 16 areas to be cleaned along with time and cost estimates for this work. As per my recommendation last week after receiving the letter from the ADEQ, we had recommended and anticipated putting 4 additional men, hopefully from Tombstone on the cleanup. After Jesse's accident, in which we first thought his arm was broken, but now appears to only be severely sprained, he can drive a truck but can do no heavy lifting. But he can oversee as he is familiar with the property. Having 4 men plus Jesse working on the project, 10 hours per day, 4 days per week would have the trash cleanup done in about 2 weeks.

This proposed work gets most of the trash consolidated and segregated so it can be hauled to the appropriate waste facility - and there will be at least two. It however does not address the oil soaked soil around the diesel storage tank and the waste oil tank, nor the waste oil tank its self. Further, it does not address the other ADEQ requirements specified Don Bell's letter, nor the design of the closure procedure in preparation by JABA. The field aspects of these I had planned on Tom Waldrip and myself working on while we were giving supervision to the cleanup.

As we cannot continue without direct supervisory control, we will cease further work except to transfer maps and final items to TDC and submit to you our final billing. We will also timely inform the ADEQ of withdrawal from the project.

Very truly yours;

James A. Briscoe



JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

James A. Briscoe
 5610 E. Sutler Lane
 Tucson, AZ 85712
 (602) 721-1375

Fax (602) 298-6688 (*2 after second ring)

Fax Cover Sheet

DATE 11/24/93 THIS IS PAGE 1 OF 1 SENDER JABriscoe
 TO Barry Jacoby COMPANY Cochise Co.
 FAX # (602) 432-9432 LOCATION (City/State) Bisbee AZ
 COMMENTS Appender is a sketch map of the
TET Tails with assay sheets showing
NO cyanide. There is more than
1/2 million yards in this area.
See you Tuesday 11/30/93 at 11:00 AM
Jim Briscoe

CONFIDENTIALITY CAUTION

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address at our cost.







JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

December 10, 1993

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry:

Re: Transmittal of Tombstone Base Maps - from The Ortho Shop,
Map Sheets 5 & 8, with updated Grassman work plan.

Transmitted with this letter is a red transparent covered binder containing the updated work instructions to Jesse Grassman followed by the above referenced maps. These include the Sheets from The Ortho Shop for both the Contention area (Sheet 5) and the Grand Central area (Sheet 8). For each of these areas, there are 3 map sheets. These are: A. Topographic map with a contour interval of 5 feet. B. Orthophotographic map with no contours but with Arizona State Coordinate tic marks. C. Orthophotographic map with contour overlay with contour interval of 20 feet (this is erroneously shown on the sheets as 5 foot intervals, I just discovered) and State Coordinate tic marks.

The orthophoto maps are true maps. That is precise measurements may be taken off of them. They are made by a specialized process using very sophisticated computer equipment. Ordinary vertical air photos are distorted in a number of ways so that only approximate measurements can be taken from them. Because all points are accurate in relation to one another on the orthophoto image there are literally tens if not hundreds of thousands of measuring points - anything that can be seen on the orthophoto and identified on the ground can be used as a measuring point. Perhaps, more importantly from our point of need at the present time, many things that could be considered hazardous waste products can be seen and identified. Further, and perhaps more importantly we can prove what isn't there. I believe these are important data base products that will allow us to be successful in getting the APP for closure from the Arizona Department of Environmental Quality (ADEQ), at the lowest possible cost.

Page 1 of 2

You have in this package, the Contention Sheet (#5) which Excellon paid for when we first started the project. and the Grand Central Sheet (#8) which TDC just paid for. I have laid out a much larger base survey and an air photography program was flown from which a total of 15 map sheets can be prepared. The index for these sheets is shown at the bottom of each sheet. Sheets 5 and 8 are the only ones constructed at present, and I don't now see the need for any more for the purposes of the ADEQ permitting purposes. However the TDC property is larger than the coverage provided by Sheets 5 & 8.

We are working on a computer map version (AutoCAD) of Sheets 5 & 8, which will show the outer boundaries of the TDC property. This is necessary because at present, we can't tell what (including environmental hazards) lies on or off TDC ground, because we don't know exactly where it is. We want to be sure not to take the blame or the expense if there is some currently unknown or unrecognized environmental problem or hazard in the Tombstone District but off TDC ground. In other words, we have to do what is necessary to get the TDC property properly permitted by the ADEQ without taking responsibility for the environmental problems of others. Likewise we want to protect TDC from groundless accusations should any ever surface in the future. This is generally referred to as getting "base line" data. "Base line" data is protection for TDC and because of the thousands of objects visible on the orthophotos they are one of the best and most cost effective "base line" information sources available. Additionally, when Excellon first started the project, I had both color video and standard still color oblique aerial photography professionally taken for exactly this purpose. This photography is available along with Expert Witness testimony should it ever be necessary.

I hope this will explain some of the reasons for this base mapping. I would be happy to discuss any questions you might have.

Very truly yours;



James A. Briscoe

JN12/10/93



**WESTERN
TECHNOLOGIES
INC.**

1827 South Paseo San Luis
Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF AGGREGATES

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041
Lab/Invoice No. 28430293
Date of Report 12-02-93
Reviewed By *C. Anderegg*

Project MISCELLANEOUS TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Anderegg Date 11-30-93

Type of Aggregate Aggregate Base Course Submitted By WT/Anderegg Date 11-30-93

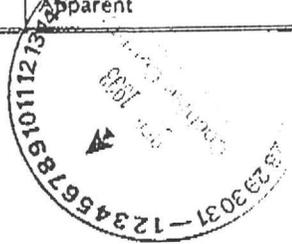
Source of Aggregate Pit No. 27 Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM C136-

Test Standards are ASTM unless otherwise noted.

Sieve Size	% Passing Accumulative	Specification	Test	Result	Specification	Test STD
			Fineness Modulus			C125-
4"			Dry Rodded Unit Weight, pcf			C29-
3"			Lightweight Pieces, %			C123-
2"			Clay Lumps and Friable Particles			C142-
1½"			Organic Impurities			C40-
1¼"			Sand Equivalent Value			C2419-
1"			Resistance to Abrasion	% Wear, rev.		C131-
¾"	98			% Wear, 500 rev.		Grading
½"	92			% Wear, rev.		C535-
¼"	81			% Wear, 1000 rev.		Grading
¼"	66		Scratch Hardness, % by: Weight Count			C235-
No. 4	56		Fractured Faces, % by: Weight Count			
8	43		Liquid Limit Plasticity Index	29 10		D4318-
10	40		Cleaness Value			Calif. 227-
16	33					
30	27		Moisture Density Relations	Max. Dry Density, pcf		<input type="checkbox"/> D698- <input type="checkbox"/> D1557- <input type="checkbox"/> AASHTO T99- <input type="checkbox"/> AASHTO T180-
40	24			Optimum Moisture, %		
50	22		Method			
100	18		Specific Gravity	Absorption, %		<input type="checkbox"/> C127- <input type="checkbox"/> C128-
				Bulk (Dry)		
				Bulk (SSD)		
Finer than 200 ASTM C117-	15.3		Apparent			

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received
12/15/93





COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT

619 Melody Lane, BISBEE, AZ 85603-3090

Highway Phone: (602) 432-9420
Fax: (602) 432-9432

Floodplain Phone: (602) 432-9445
Fax: (602) 432-9432

FAX TRANSMITTAL FORM

TO: JIM BRISCOE

PHONE: 298-6685

SUBJECT: TEST REPORT

NUMBER OF PAGES: 7 INCLUDING TRANSMITTAL

COMMENTS: _____

DEPARTMENT SENDING TRANSMITTAL: _____

AUTHORIZED SIGNATURE: _____





WESTERN TECHNOLOGIES INC.

1827 South Paseo San Luis
Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF AGGREGATES

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041
Lab/Invoice No. 29930293
Date of Report 12-02-93
Reviewed By *Li-Anderegg*

Project MISCELLANEOUS TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Anderegg Date 11-30-93

Type of Aggregate Aggregate Base Course Submitted By WT/Anderegg Date 11-30-93

Source of Aggregate Pit No. 7C Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM C136-

Test Standards are ASTM unless otherwise noted.

Sieve Size	% Passing Accumulative	Specification	Test	Result	Specification	Test STD
			Fineness Modulus			C125-
4"			Dry Rodded Unit Weight, pcf			C29-
3"			Lightweight Pieces, %			C123-
2"			Clay Lumps and Friable Particles			C142-
1½"			Organic Impurities			C40-
1¼"			Sand Equivalent Value			C2419-
1"			Resistance to Abrasion	% Wear, rev.		C131-
¾"		% Wear, 500 rev.			Grading	
½"	91	% Wear, rev.			C535-	
⅜"	80	% Wear, 1000 rev.			Grading	
¼"	66		Scratch Hardness, % by: Weight Count			C235-
No. 4	58		Fractured Faces, % by: Weight Count			
8	44		Liquid Limit Plasticity Index		NON PLASTIC	D4318-
10	41		Cleanness Value			Calif. 227-
16	33					
30	24		Moisture Density Relations	Max. Dry Density, pcf		<input type="checkbox"/> D698- <input type="checkbox"/> D1557- <input type="checkbox"/> AASHTO T99- <input type="checkbox"/> AASHTO T180-
40	20			Optimum Moisture, %		
50	18			Method		
100	14		Specific Gravity	Absorption, %		<input type="checkbox"/> C127- <input type="checkbox"/> C128-
				Bulk (Dry)		
				Bulk (SSD)		
Finer than 200 ASTM C117-	10.8					

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TECHNOLOGIES
INC.**

1827 South Paseo San Luis
Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF AGGREGATES

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041
Lab/Invoice No. 28430293
Date of Report 12-02-93
Reviewed By C. Andereg

Project MISCELLANEOUS TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Andereg Date 11-30-93

Type of Aggregate Aggregate Base Course Submitted By WT/Andereg Date 11-30-93

Source of Aggregate Pit No. 7A Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM C136-

Test Standards are ASTM unless otherwise noted.

Sieve Size	% Passing Accumulative	Specification	Test	Result	Specification	Test STD
			Fineness Modulus			C125-
4"			Dry Rodded Unit Weight, pcf			C29-
3"			Lightweight Pieces, %			C123-
2"			Clay Lumps and Friable Particles			C142-
1½"			Organic Impurities			C40-
1¼"			Sand Equivalent Value			C2419-
1"			Resistance to Abrasion	% Wear, rev.		C131-
¾"	100			% Wear, 500 rev.		Grading
½"	87			% Wear, rev.		C535-
⅜"	83			% Wear, 1000 rev.		Grading
¼"	56		Scratch Hardness, % by: Weight Count			C235-
No. 4	46		Fractured Faces, % by: Weight Count			
8	34		Liquid Limit Plasticity Index	29 7		D4318-
10	32		Cleanness Value			Calif. 227-
16	26					
30	20		Moisture Density Relations	Max. Dry Density, pcf		<input type="checkbox"/> D698- <input type="checkbox"/> D1557- <input type="checkbox"/> AASHTO T99- <input type="checkbox"/> AASHTO T180-
40	18			Optimum Moisture, %		
50	16			Method		
100	13		Specific Gravity	Absorption, %		<input type="checkbox"/> C127- <input type="checkbox"/> C128-
				Bulk (Dry)		
				Bulk (SSD)		
Finer than 200 ASTM C117-	11.0					

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Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF AGGREGATES

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041

Lab/Invoice No. 28430301

Date of Report 12-07-93

Reviewed By *Ca. Anderson*

Project MISCELLANEOUS QUALITY ASSURANCE TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Anderegg Date 11-30-93

Type of Aggregate Aggregate Base Course Submitted By WT/Anderegg Date 11-30-93

Source of Aggregate Pit No. 27 Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM C136-

Test Standards are ASTM unless otherwise noted.

Sieve Size	% Passing Accumulative	Specification	Test	Result	Specification	Test STD
			Fineness Modulus			C125-
4"			Dry Rodded Unit Weight, pcf			C29-
3"			Lightweight Pieces, %			C123-
2"			Clay Lumps and Friable Particles			C142-
1½"			Organic Impurities			C40-
1¼"			Sand Equivalent Value			C2419-
1"			Resistance to Abrasion	% Wear, rev.		C131-
¾"		% Wear, 500 rev.			Grading	
½"		% Wear, rev.			C535-	
¼"		% Wear, 1000 rev.			Grading	
¼"			Scratch Hardness, % by: Weight Count			C235-
No. 4			Fractured Faces, % by: Weight Count			
8			Liquid Limit Plasticity Index			D4318-
10			Cleanness Value			Calif. 227-
16						
30			Moisture Density Relations	Max. Dry Density, pcf	129.7	<input type="checkbox"/> D698- <input type="checkbox"/> D1557- <input checked="" type="checkbox"/> AASHTO T99- <input type="checkbox"/> AASHTO T180-
40		Optimum Moisture, %		9.2		
50		Method		D		
100			Specific Gravity	Absorption, %		<input type="checkbox"/> C127- <input type="checkbox"/> C128-
				Bulk (Dry)		
				Bulk (SSD)		
				Apparent		
Finer than 200 ASTM C117-						

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WESTERN TECHNOLOGIES INC.

1827 South Paseo San Luis
Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF AGGREGATES

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041
Lab/Invoice No. 28430301
Date of Report 12-07-93
Reviewed By *C. Andereg*

Project MISCELLANEOUS QUALITY ASSURANCE TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Andereg Date 11-30-93

Type of Aggregate Aggregate Base Course Submitted By WT/Andereg Date 11-30-93

Source of Aggregate Pit No. 7C Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM C136-

Test Standards are ASTM unless otherwise noted.

Sieve Size	% Passing Accumulative	Specification	Test	Result	Specification	Test STD
			Fineness Modulus			C125-
4"			Dry Rodded Unit Weight, pcf			C29-
3"			Lightweight Pieces, %			C123-
2"			Clay Lumps and Friable Particles			C142-
1½"			Organic Impurities			C40-
1½"			Sand Equivalent Value			C2419-
1"			Resistance to Abrasion	% Wear, rev.		C131-
¾"		% Wear, 500 rev.			Grading	
½"		% Wear, rev.			C535-	
¾"		% Wear, 1000 rev.			Grading	
¼"			Scratch Hardness, % by: Weight Count			C235-
No. 4			Fractured Faces, % by: Weight Count			
8			Liquid Limit Plasticity Index			D4318-
10			Cleanness Value			Calif. 227-
16						
30			Moisture Density Relations	Max. Dry Density, pcf	128.8	<input type="checkbox"/> D698- <input type="checkbox"/> D1557- <input checked="" type="checkbox"/> AASHTO T99- <input type="checkbox"/> AASHTO T180-
40		Optimum Moisture, %		9.7		
50		Method		D		
100			Specific Gravity	Absorption, %		<input type="checkbox"/> C127- <input type="checkbox"/> C128-
				Bulk (Dry)		
				Bulk (SSD)		
Finer than 200 ASTM C117-			Apparent			

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WESTERN TECHNOLOGIES INC.

1827 South Paseo San Luis
Sierra Vista, Arizona 85635
(602) 458-0364 • fax 459-2539

LABORATORY REPORT

PHYSICAL PROPERTIES OF SOILS

Client **COCHISE COUNTY**
619 MELODY LANE
BISBEE AZ 85603

Job No. 2992JC041

Lab/Invoice No. 28430301

Date of Report 11-08-93

Reviewed By *W. Andereg*

Project MISCELLANEOUS QUALITY ASSURANCE TESTING SERVICES

Location Cochise County, Arizona Sampled By WT/Andereg Date 11-30-93

Type of Material Aggregate Base Course Submitted By WT/Andereg Date 11-30-93

Source of Material Pit No. 7A Authorized By Barry Jacoby/CC Date 11-30-93

Sieve Analysis, ASTM D422.

Sieve Size	% Passing Accumulative	Specification	Soil Classification
3"			Liquid Limit and Plasticity of Soils ASTM D4318- LL = _____ PI = _____
2 1/2"			Moisture - Density Relations Maximum Dry Density, pcf <u>129.0</u> Optimum Moisture, % <u>10.0</u>
2"		<input checked="" type="checkbox"/> AASHTO T99 Method <u>D</u>	
1 1/2"			Specific Gravity of Soils (minus No. 4 material) ASTM D854- Specific Gravity _____
1"			
3/4"			Resistance 'R' Value of Compacted Soils ASTM D2844- 'R' Value _____
1/2"			
1/4"			Other:
No. 4			
8			
10			
16			
30			
40			
50			
100			
Finer than 200 ASTM D1140-			

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LAW OFFICES OF
LEO N. SMITH
CASAS ADOBES PROFESSIONAL PLAZA
6985 NORTH ORACLE ROAD
TUCSON, ARIZONA 85704

FAX (602) 797-9770

TELEPHONE (602) 797-0777

December 23, 1993

Bisbee Salvage and Equipment Company
Attn: Bill Gianetto
P.O. Box 4517
Bisbee, AZ 85603

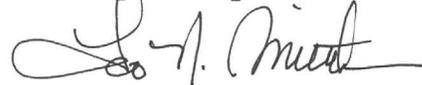
Dear Mr. Gianetto:

At you know, this office represents Tombstone Development Company ("TDC"). I have not heard from you since my letter to you of November 18, 1993. I tried earlier today to reach you by phone at your Bisbee office and residence without success.

It has come to TDC's attention that in addition to the equipment described in my letter of November 18th, you are also claiming miscellaneous scrap on the TDC property. This letter is to advise you that unless removed within the time period set forth in the November 18th letter, TDC will remove such of the remaining scrap on the property as it can dispose of so as to enable it to comply with the ADEQ requirements.

Again, I request that you keep TDC advised as to your plans and progress.

Very Truly Yours



Leo N. Smith

LNS:es

xc: Jerome Neidfelt
James Briscoe

received
12/27/93

REVIEWED
J.A.B.
12/22/93

LAW OFFICES OF
LEO N. SMITH
CASAS ADOBES PROFESSIONAL PLAZA
6985 NORTH ORACLE ROAD
TUCSON, ARIZONA 85704

FAX (602) 797-9770

TELEPHONE (602) 797-0777

December 29, 1993

Jesse Grassman
P.O. Box 641
Tombstone, AZ 85638

Dear Jesse:

Pursuant to discussions with Jim Briscoe, I am forwarding to you three copies of a form of Release for signature by Wendall Gleave and three copies of the same form of Release with a blank signature line.

Please retain the original of any Release you obtain. I would appreciate your sending a xerox copy of any executed form to this office.

Please feel free to call me if you have any questions or suggested changes.

Very Truly Yours



Leo N. Smith

LNS:es

xc: Jerome Neidfelt (w/encl.)
James Briscoe (w/encl.)

received
12/30/93



RELEASE

In consideration of the use of the surface of property owned by Tombstone Development Company for dismantling and cutting up equipment and scrap metal located thereon and owned or claimed by Bill Gianetto dba Bisbee Salvage and Equipment Co., the undersigned agrees:

1. To maintain fire suppression devices at the site of any such operations; and

2. To release, indemnify and hold harmless Tombstone Development Company, its lessee, Excellon Inc., and their respective employees and agents from all damages and claims of damages resulting from operations conducted by the undersigned in the salvage and removal of any such equipment and scrap.

DATED this _____ day of _____, 199__.

Wendall Gleave, dba
Arizona Metal Salvors

RELEASE

In consideration of the use of the surface of property owned by Tombstone Development Company for dismantling and cutting up equipment and scrap metal located thereon and owned or claimed by Bill Gianetto dba Bisbee Salvage and Equipment Co., the undersigned agrees:

1. To maintain fire suppression devices at the site of any such operations; and

2. To release, indemnify and hold harmless Tombstone Development Company, its lessee, Excellon Inc., and their respective employees and agents from all damages and claims of damages resulting from operations conducted by the undersigned in the salvage and removal of any such equipment and scrap.

DATED this _____ day of _____, 199__.

FILE Proj.



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

December 30, 1993

Mr. Donald G. Bell
Water Pollution Compliance Officer
AZ Dept. Of Environmental Quality
Office Of Water Quality
3033 N. Central Avenue
Phoenix, AZ USA 85012

Dear Mr. Bell:

Re: Current Status of Tombstone Contention Property and
Finalizing Schedule by January 15, 1993.

As we discussed in our recent telephone conversation, JABA will have a final schedule for completion of the APP for closure by January 15, 1993.

Currently monitor wells PBR #1 and TDC #1 have pumps installed in them and will be tested tomorrow, Friday 12/30/93.

Mr. Gianetto has removed some of his equipment and is preparing to remove more soon. We thought this would take place this week however I have now been informed that as of this past Wednesday Mr. Gianetto entered the Mayo Clinic in Scottsdale, I assume on an emergency basis. We are told he will be there for 4 to 5 days. We don't know what effect this will have on his equipment removal schedule.

The removal of trash, barrels, PVC pipe and other material including tires less than 36 inches in diameter, is progressing well and we hope will be completed by the second week in January.

Additional dump sampling will be done starting the first week in January.

We think the Attorney General's office is done with the D & P wildcat dump and we will contact ADEQ Solid Waste to see if we can cover the refuse.

Topographic maps to be used as a base for the APP are completed and I am sending a copy of each type - topography, orthophoto and contours over orthophotography for each of the two completed sheets 5 and 8. We will plot property boundaries, well and drill hole locations, facilities boundaries, tire burial cells, geology etc. on these base maps.

Very truly yours;

A handwritten signature in dark ink, appearing to read "James A. Briscoe". The signature is fluid and cursive.

James A. Briscoe
DGB12/30/93

w/ enclosures - 6 map sheets at 1" = 200'

M E M O

TO: James A. Briscoe
FROM: Thomas E. Waldrip, Jr.
DATE: February 14, 1994

RE: Core storage building, Empire Mine area, Tombstone Mining District, Cochise County, Arizona; JABA project #101-01

Jim,

Pursuant to my trip to Tombstone on January 25, 1994, I was finally able to get inside the Empire Mine storage building. Jesse and I cut the lock and put a new standard lock on it. As I have previously described to you, other than the core, the building contents are in a massive pile, including TEI sample pulps, TMR coarse drill cuttings, and what appears to be '71 Minerals chemicals near the bottom.

In a quick review of the building contents, I noted most of the chemicals were in 50 to 100 lb. sacks and up to 50 gal. barrels, scattered around. It appears the contents have accumulated in a stratigraphic sequence with the oldest at the bottom to the newest at the top, corresponding to each operation that has been conducted on the property, the core being the oldest, circa 1954 (Newmont underground drilling), with latest being numerous boxes of TEI pulp assay samples.

Due to my brief time in the building, I cannot give a full accounting of what is in it nor the usefulness of items, but in general terms, the following is what I believe should be done.

First, from rat droppings, the building appears to be rodent infested. Extreme care needs to be taken to see that workers are protected from any potential harm to their health. Secondly, the amount of chemicals creates another health hazard. Those accessible need to be immediately characterized, cleaned up, and either properly stored or stockpiled for disposal, out of the building area. Once the building is stabilized, as far as the rodent and chemical hazards are concerned, a more complete inventory of geological sample content can be made.

Initial review suggests there are at least three distinct sets of samples that are contained in the building. One set is core samples against the east wall of the building. The samples are well organized, but apparently lacking any labeling or blocks to indicate hole # and footage intervals. If this information cannot be determined, these diamond core samples are essentially useless. **A more careful examination will need to be made to ascertain the existence or non-existence of labeling. If labels are found, I believe the core should be removed to a more secure spot, i.e., Mobile Mini.**

The second set of samples is from TMR's drilling, circa mid-1970's. These samples are contained in 1/2 gallon plastic pail containers which appear to have pretty much deteriorated to the point where a few containers appear to remain whole on the surface. Instead, there is a pile of drill cuttings. Underneath the outer layer of debris, containers may remain in good shape. If this is the case, these samples may be capable of being saved. However, they will have to be carefully handled as the plastic

MEMO TEW to JAB
RE: Core storage building Empire Mine area
February 14, 1994
Page 1 of 2

JABA, Inc.

containers are very brittle. Ultimately, an evaluation will have to be made to ascertain if these samples are even worthwhile saving or not. Other major drawbacks of these samples are also evident. Many of the samples are from shallow holes, drilled in currently unknown locations. Given the current informational base available to me and apparent condition of samples, I believe we may want to just dispose of the samples on the dump.

The third set of samples (I checked only 2 boxes) is an unorganized set of approximately 100 storage boxes stacked 3 to 4 high in the remainder of the building. The boxes are about 2.5 cubic feet in size (18" x 16" x 14") rough estimate). Most are crushed by the weight of overlying boxes, until there is remaining about a 3' high mass of box debris. Inside these boxes are what appear to be relatively intact pulp sample bags with pulped samples. A review needs to be made to ascertain if there is enough information on the bags, boxes, etc. to piece back the sample information to a coordinate field position where the sample was collected. If the information is insufficient to do this, these samples are probably useless and should be taken to the dump. On the other hand, if the samples are properly labeled, I would suggest that they be organized for valuable information as to where ore zones were located during previous mining activities on the property and additional information. Additionally, even if the samples are only identified with a sample number, we may eventually be able to piece assay information back to it. The samples can always be disposed of later if need be.

My initial thoughts are that any samples which appear to be of some future use should be at a minimum re-boxed, carefully labeled, and then ideally stored in a Mobile Mini storage unit. At this time, I don't even have a guesstimate of how much labor or expense will be involved in the project, but obvious indications are that it will be no less than a major undertaking. It must be kept in mind, however, that per the ADEQ, we have to characterize and properly store and/or dispose of what chemicals are located on the property. Additionally, remaining buildings need to be rodent proofed. Since this building lies within meters of occupied homes, I do not feel we have much latitude as far as cleaning up the mess goes. Being that the chemicals are on the bottom of the heap, we have to move the samples anyway. Since it will be difficult at best to rodent proof the building, I think we need to carefully evaluate the samples as to their future usefulness. We should only move them once, either to the dump or rodent proof quarters, i.e., a Mobile Mini storage unit.

Once the building is cleaned out, I believe a careful evaluation needs to be made to ascertain its continued existence. Needed repairs are obvious. The building is not secure with only a wooden plank door. In my estimation, the building is a potential arson target, which threatens surrounding occupied properties. Furthermore, there is an obvious rodent problem. Access to the area is basically unrestricted, and as pointed out above, is very near occupied homes. Additionally, from a purely aesthetic point of view, the area is an eye sore. If the past is prologue to the future, as long as the building remains, it will continue to be a convenient catch all storage structure to whom ever is on the property. I therefore question if the building is not a liability to TDC. I feel it is and would strongly recommend that the building be demolished and the remains transported to the dump after all useful samples are removed.



Tom
TEW/msb

MEMO TEW to JAB
RE: Core storage building Empire Mine area
February 14, 1994
Page 2 of 2

JABA, Inc.



JABA, Inc.

Office of James A. Briscoe
5610 E. Sutler Lane
Tucson, AZ 85712
(602) 721-1375
(FAX) 298-6688

FAX COVER SHEET

Main Office
2100 N. Wilmot Rd., Suite #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

DATE: 9/20/94 THIS IS PAGE 1 OF 1 SENDER James A. Briscoe

TO Terry Niedfelt COMPANY TDC

FAX # (308) 382-7582 LOCATION (City/State) GI NTZ

COMMENTS I just learned that

Granite Construction Co. of Tucson
has won the bid for widening the
Charleston Rd. Their gravel use
could be an important source
of sales for TDC. They are
starting immediately

You can call them at
(602) 748-8000

[Handwritten signature]

Confidentiality Caution

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address at our cost.



JABA INC.
2100 N. Wilmot Rd. #218
Tucson, AZ 85712
(602) 885-9141
(FAX) 721-2768

September 20, 1994

Mr. Jerry Niedfelt
President
Tombstone Development Company Inc.
P.O. Box 1445
Grand Island, NB USA 68802

Dear Jerry:

Re: Transmittal of Tombstone photos and maps and pertinent news articles.

Attached with this note are a variety of maps of the area, photos showing progress and news articles of importance. Also transmitted are the original copies of bills and letters.

I have also enclosed 3 photos of the Mobile Mini Containers sitting near the entrance gate to the Contention mine. In the upper photo the container on the left is the JABA field office and the one behind it belongs to the James Stewart Co. - for storage of their core from their Tombstone properties at the Charleston Lead Mine per your permission to locate those containers where they are. The two containers on the right are TDC's. The one behind, has racks built in it and is completely full of the Santa Fe core from TDC property. It was sealed & I don't have a photo of the interior in hand. The container in front is the container with the rotted out floor which we replaced with new plywood. The white sacks are Santa Fe sample sacks from their rotary drilling project on gold anomalies near the Prompter Mine. Charlie Escapule unloaded and hauled them from the State of Maine to the Contention area. But his fork lift broke down so they could not be reloaded into the container after its floor was repaired.

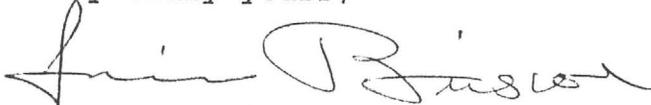
The lower left photo shows a detailed view of the sacks which are rotting. As these samples I believe are valuable I recommend that TDC put them in new containers and store them in the Mobile Mini container.

Page 1 of 2

The lower right photo shows the interior of the Mobile Mini container with the repaired floor. The boxed samples are from the recent Excellon drilling programs. Without shelves, sample boxes can only be stacked 3 high without crushing themselves. I recommend putting shelving in this container and storing the remainder of the samples that will fit inside.

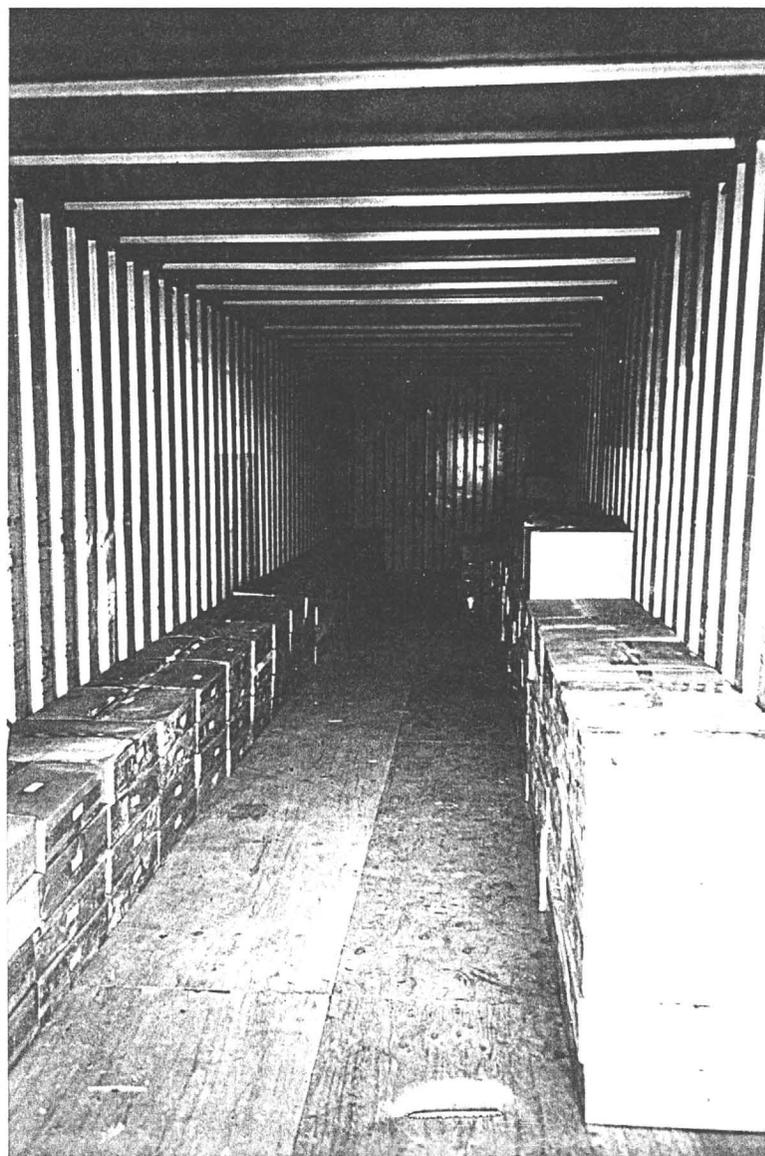
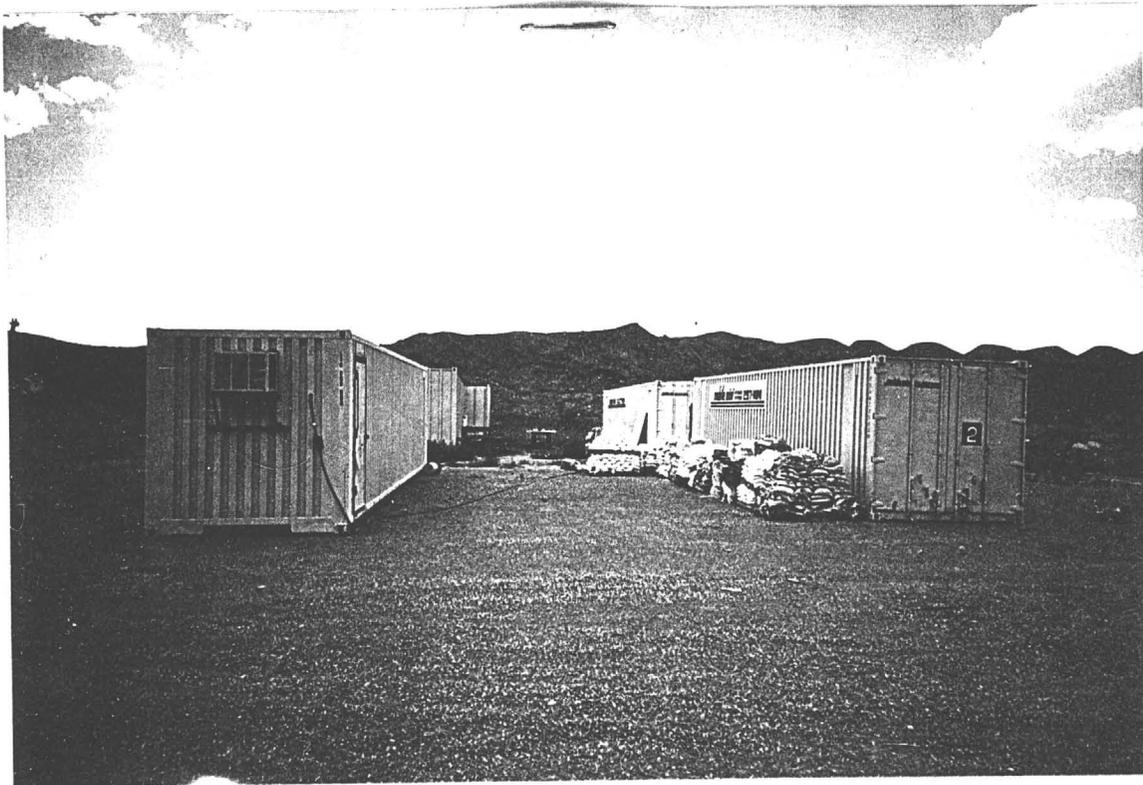
I hope this information is useful to you.

Very truly yours;



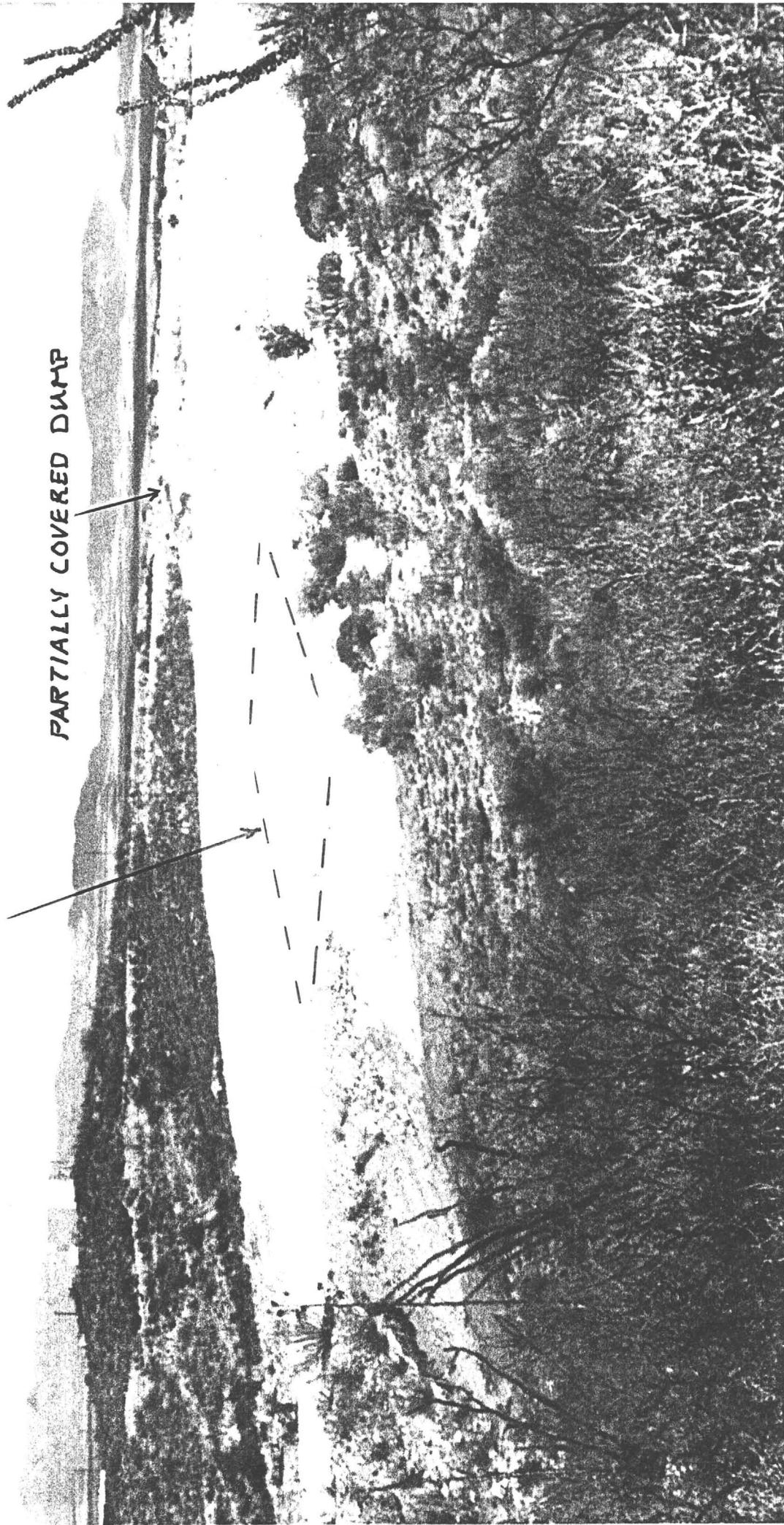
James A. Briscoe

JN09/20/94B w/ enclosures.



BURIED MINE TIRE CELL
MARKED BY WHITE AIR PHOTO TARGETS

PARTIALLY COVERED DUMP



PARTIALLY COVERED DUMP

OLD CYANIDE DRUM CELL - STILL OPEN

DRAINAGE DITCHES - CHANNEL WATER AWAY FROM DUMP





JABA INC.
 2100 N. Wilmot Rd. #218
 Tucson, AZ 85712
 (602) 885-9141
 (FAX) 721-2768

FAX TRANSMITTAL

of Pages 1

TO: JN FROM: J.A. BRISCOE
 CO: TDC JABA, INC.
 DATE: _____ PHONE: (602) 721-1375
 FAX #: _____ FAX # (602) 298-6688 *2
 COMMENTS _____

August 5, 1994

Jerome Niedfelt, President
 Tombstone Development Company
 P. O. Box 1445
 Grand Island, NE

RE: Tombstone Project - Federal Mining Claims - Rental Fees, 1994 assessment year; Project #174-01

Dear Mr. Niedfelt:

To keep you informed and abreast of the changes in assessment requirements, pursuant to Public Law 102-381, which established an annual rental fee of \$100 for each unpatented federal mining claim located and held under the General Mining Law of 1872, the rental fee being in lieu of performance of annual assessment work, the 1993-94 assessment year rental fees for federal mining claims held by TDC in the Tombstone area are due and payable in the Arizona office of the Bureau of Land Management by the close of business on Wednesday, August 31, 1994. The rental fees due are for the 1995 fiscal year (1995 assessment year) and are in effect a pre-payment to hold the claims from September 1, 1994 to September 1, 1995.

Should the appropriate rental fees not be received by the Arizona State Office of the BLM by close of business on Wednesday, August 31, 1994, the claims will be declared abandoned and void.

Sincerely,

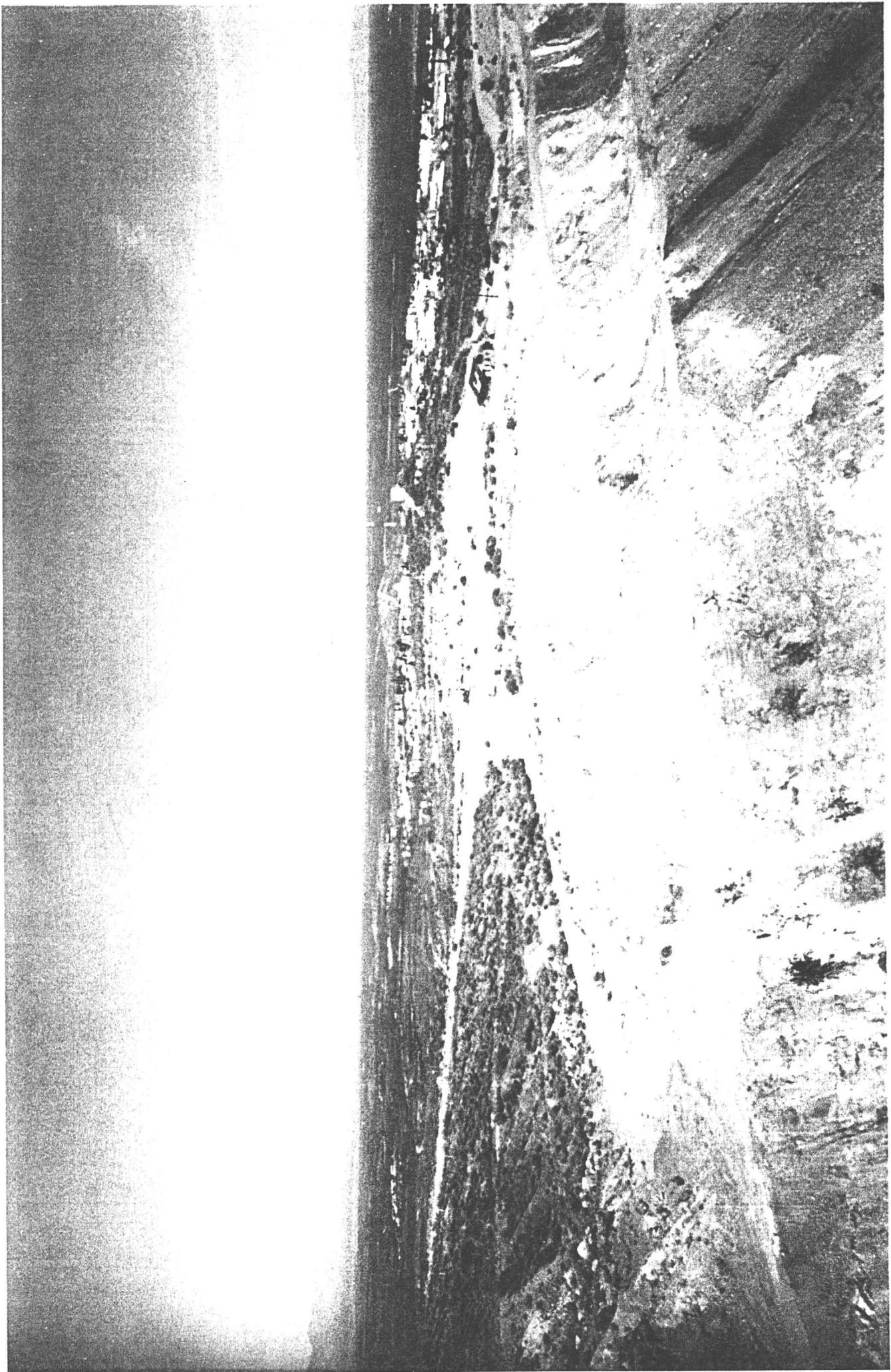
Thomas E. Waldrip Jr.

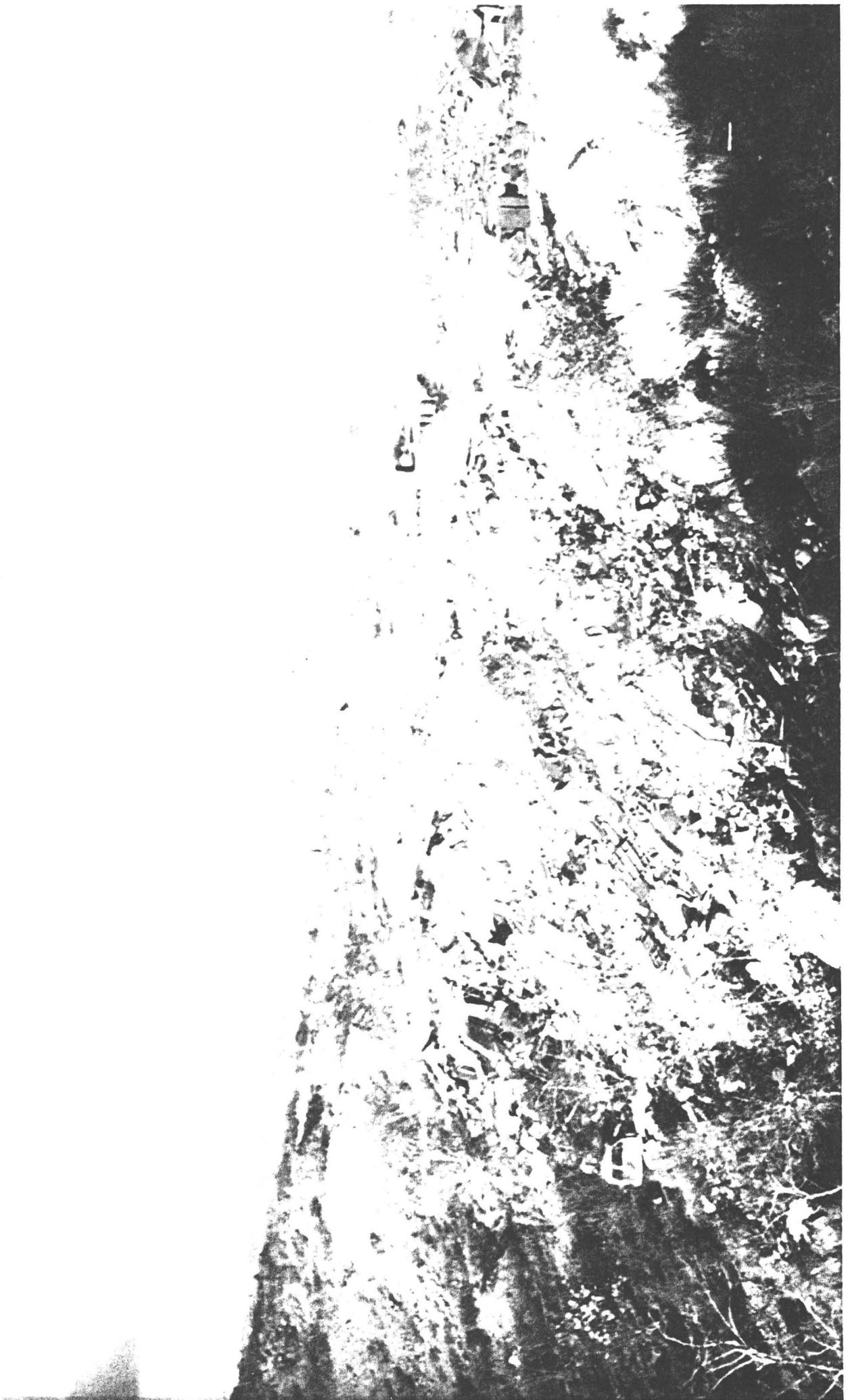
Thomas E. Waldrip, Jr.

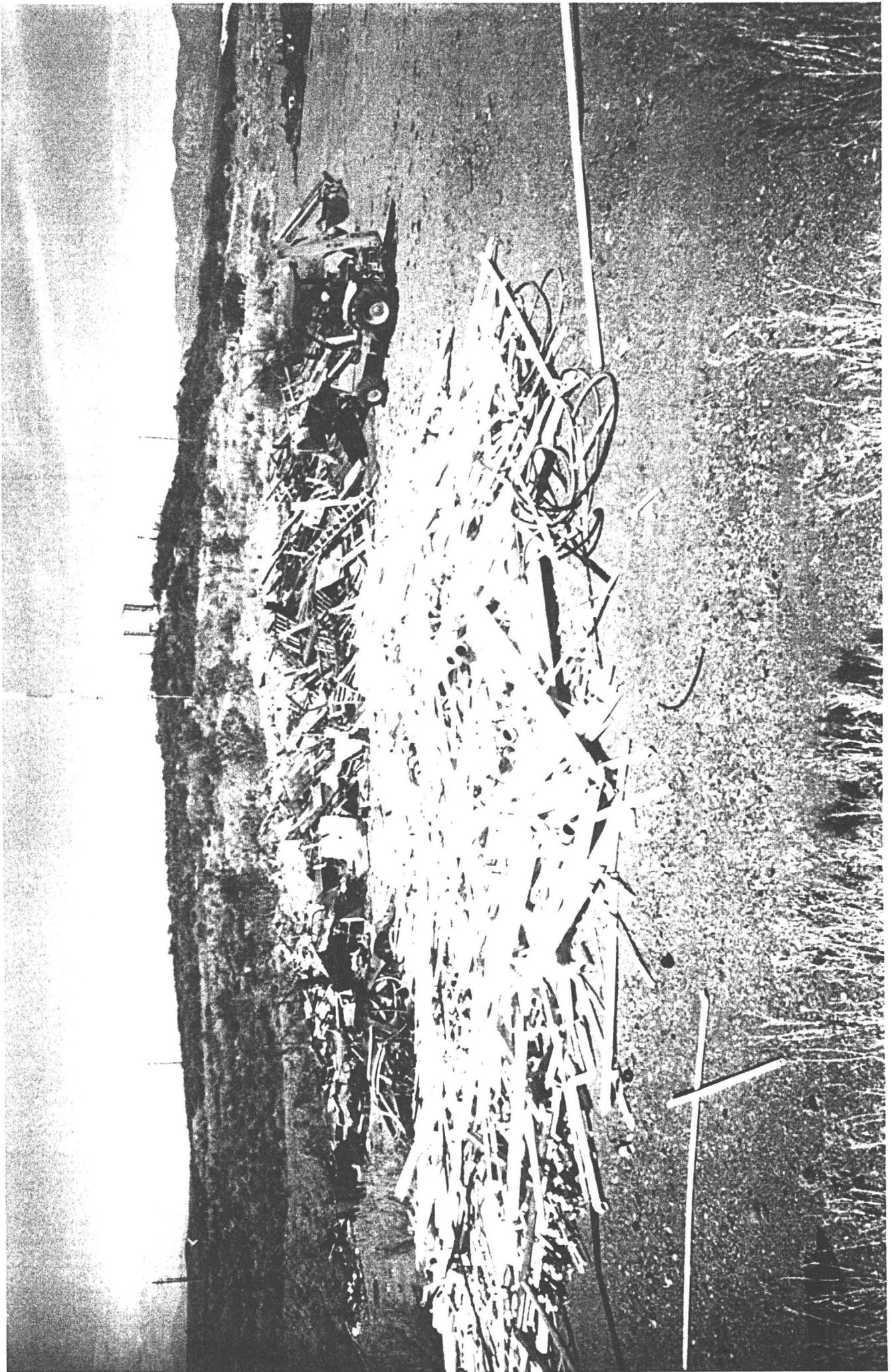
TEW/msb

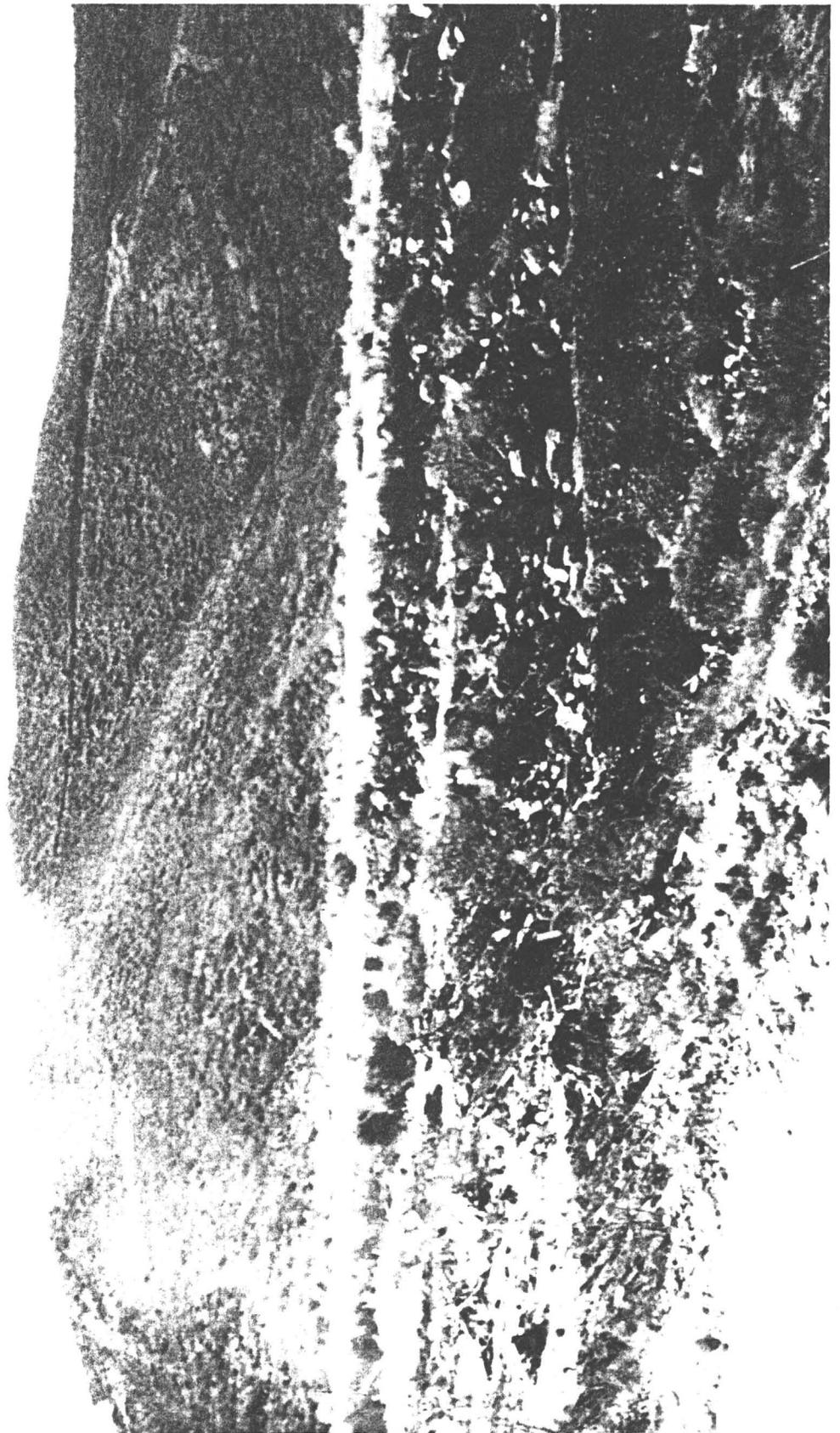
Jerome Niedfelt
 Tombstone Development Company
 August 5, 1994
 Page 1 of 2

FAXED
 8/8/94
 12:20 PM











JABA Inc.
 2100 N. Wilmot Rd. Suite 218
 Tucson AZ 85712

Submitted to: Jerome Niedfelt

Tombstone Development Co.
 P. O. Box 1445
 Grand Island, NE 68802

FAX TRANSMITTAL # of Pages 2
 TO: JN FROM: J.A. BRISCOE
 CO: TDC JABA, INC.
 DATE: 9/13/94 PHONE: (602) 721-1375
 FAX # _____ FAX # (602) 298-6688 *2
 COMMENTS _____

September 9, 1994

RE: August 1994 Billing

Environmental Consulting for Aquifer Protection Permit (APP) for
 Closure/Opening Tombstone Development Co. Properties, Tombstone Mining
 District, Cochise Co., AZ

			<u>Hours</u>	<u>Amount</u>
07/22/94	JE	Cyanide can and crucible cleanup.	6.00	49.86
	CW	Cyanide can and crucible cleanup. (On last months bill as a no charge, however, GeoTemps billed JABA instead of TDC)	6.00	49.86
08/02/94- 08/04/94	TEW	Letter to TDC on BLM filings; Label pictures and negatives of dump work.	1.25	56.25
08/16/94	TEW	Memo to GeoTemps on billable hours for TDC, checked GeoTemps August invoice.	0.75	33.75
08/25/94- 08/26/94	MAB	Typing for Thomas E. Waldrip the annual assessment filing.	0.55	11.00
For professional services rendered			14.55	\$200.72

*Tho. not all copied for this
 reference copy the letter packet to JN
 included the orig. bills dated:
 Sept 9, 1994, Aug. 8, 1994, July 8, 1994, June 3, 1994*

FAXED
 9/13/94
 9:30 am

Car care costs could drive you to poorhouse

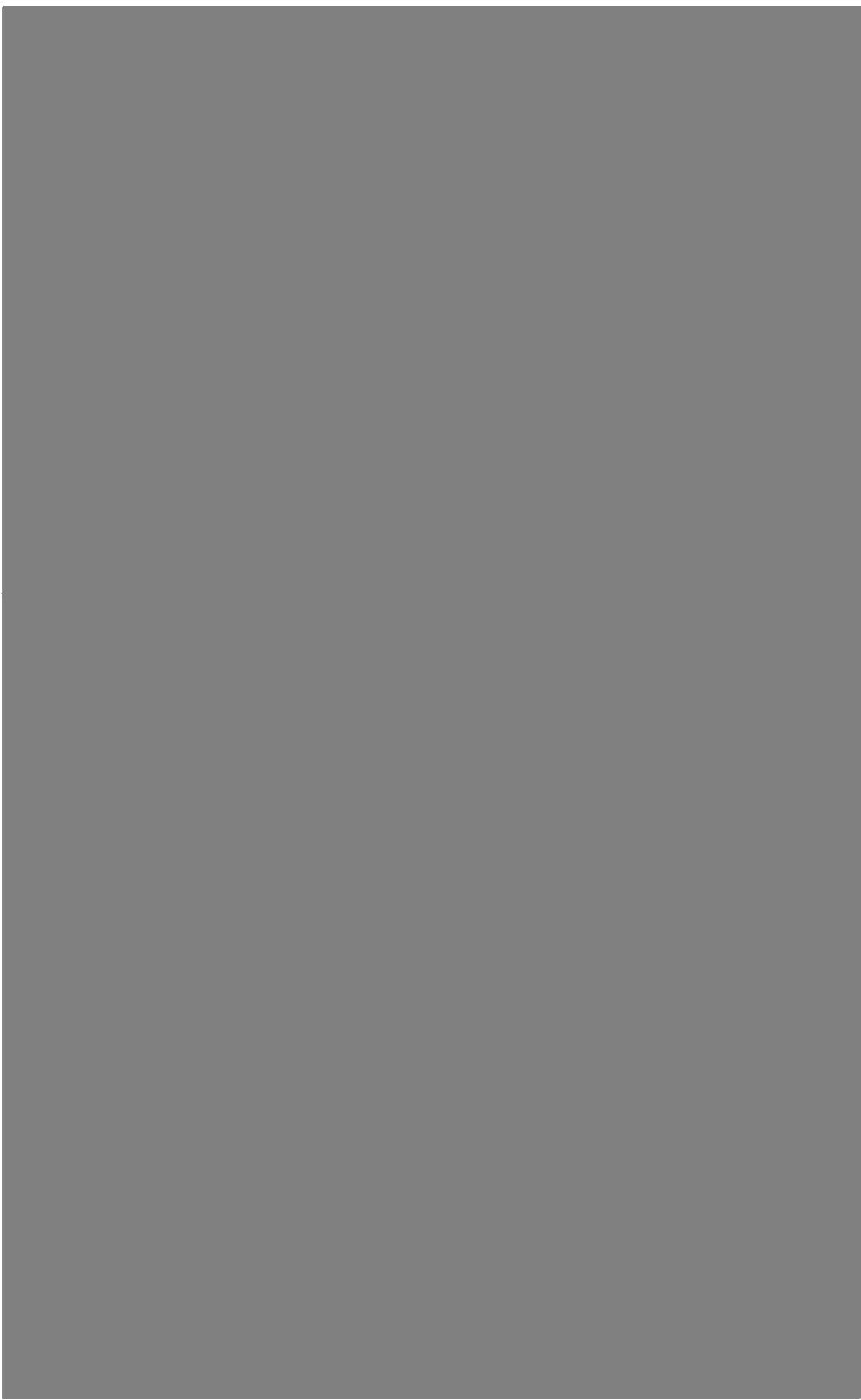
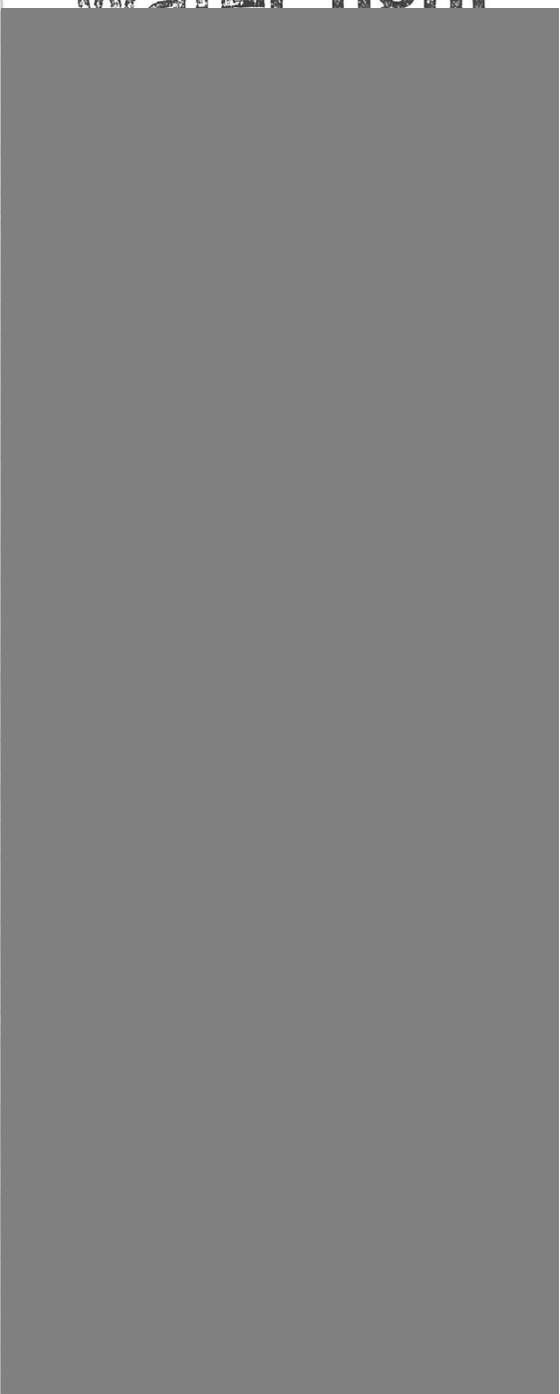


6/13/94 Jerry: Per your last
Note - We find that with SWAD &
commercial insurance rates and
replacement costs - as illustrated by
this article - we feel lucky to
break even at 50¢ per mile. *[Signature]*

Robbitt urges water



Water fight



01/14/95

Will gambling come to Phoenix? Perhaps
fear? Sunbelt would be a good partner.

JTB



The Arizona Daily Star
Tucson, Sunday, August 14, 1994

Money

Investor's Notebook 3D
Mutual funds 5D
Money funds 6D **D**

Quinn's needs help Sunbelt become premier casino builder



JABA (US) Inc.
Mining Exploration



2766 North Country Club Road
Tucson, Arizona 85716-2204
(520)327-7440 Fax(520)327-7450

September 23, 1996

Tombstone Development Company
P O Box 1445
Grand Island, NE 68802

RE: Your check #1223 in the amount of \$7,150.00, dated 4/7/94,
payable to the State of Arizona; Your letter to JABA of April 7,
1994

Dear TDC:

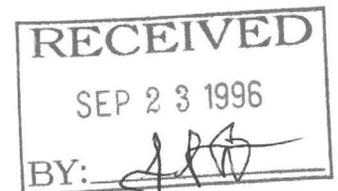
Attached with this letter please find the above referenced check,
along with the referenced letter and attachments originally sent to me.
Your signature below indicates that we have returned these items to
you.

Very truly yours,

A handwritten signature in black ink, appearing to read "James A. Briscoe", written in a cursive style.

James A. Briscoe

JAB/msb



9/23/96
Date

Tombstone Development Company
By: Barry W. Kiedft, treasurer
(Please Print)

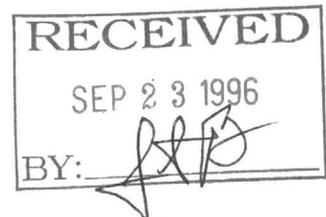
JABA (US) Inc. is a subsidiary of JABA Inc., a public company, ASE, Canada, Stock symbol JBA
James A. Briscoe, President JABA (US) Inc. (CEO JABA Inc.), Registered Geologist Arizona #9424 California #518
John M. Guilbert, Ph.D., Chairman of the Board JABA Inc., Professor Emeritus University of Arizona
Donald A. Sharpe, President JABA Inc., Geophysicist/MBA

TDC

Gen Check # 1223
7150.00

from Briscoe

State of Ariz.
aquifer protection
permit
check dated 4/7/94



Tombstone Development Company

P.O. BOX 1445

TELEPHONE 308/382-7480

GRAND ISLAND, NEBRASKA 68802

April 7th, 1994

Jaba, Inc.
2100 N. Wilmot Rd.
Suite 218
Tucson, Arizona 85712

Dear Jim:

Enclosed herewith is our check in the amount of \$7150.00 which is the initial fee for the aquafer protection permit covering tailing piles or ponds.

Following is the necessary information required to verify the financial capability of Tombstone Development Company. The company is an Arizona based corporation which is basically engaged in mining ventures and land leasing.

Enclosed is a copy of our balance sheet as of December 31st, 1993 and names and addresses of officers of the corporation.

The corporation has not had any judgments levied against them at the present time or during the last 5 years and also have not been subject to any bankruptcy proceedings during this same period.

Finally, also enclosed is copy of the insurance coverage as afforded by Excellon Corporation nameing us also insured on the policy.

Trusting this is the information you need to continue with the completion of our application.

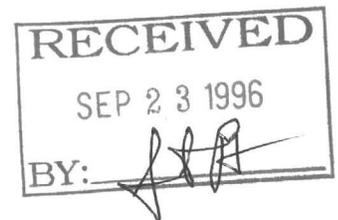
Very truly yours,

Jerome Niedfelt

Tombstone Development Company
By: Jerome Niedfelt, President

JN/ap

Enc/ck



1223

TOMBSTONE DEVELOPMENT COMPANY
P. O. BOX 1445
GRAND ISLAND, NE 68802

PAY TO THE ORDER OF State of Arizona \$ 7150.00

4-7 19 94 76-14/1049

PROTECTED 7150 DOLLARS 00 CTS
BN534829

NORWEST BANKS
Norwest Bank Nebraska, N.A.
Grand Island, NE 68801

FOR aquafer Prot. Permit *Jerome Niedfelt*

⑈001223⑈ ⑆104900145⑆ 1140048931⑈

H. STATEMENT OF FINANCIAL CONDITION

BALANCE SHEET

THE FOLLOWING BALANCE SHEET MUST BE COMPLETED. IF NO BUSINESS WAS CONDUCTED THIS FISCAL YEAR, THEN SO INDICATE. (PROFIT CORPORATIONS may substitute a copy of the Schedule L, Form 1120, filed with the Internal Revenue Service.

NONPROFIT CORPORATIONS may substitute a copy of Page 2 of Form 99 filed with the Arizona Department of Revenue. NOTE: FEDERAL AND STATE TAX EXEMPTION DOES NOT EXEMPT NONPROFIT CORPORATIONS FROM FILING THIS STATEMENT OF FINANCIAL CONDITION WITH THE COMMISSION. (A.R.S. 10-1081.A.6).

<u>ASSETS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Cash		170,058
Trade notes and accounts receivable		
(a) Less allowance for bad debts		
Inventories		
Gov't obligations (a) U.S. and instrumentalities		
(b) State, subdivisions thereof, etc		
Other current assets		
Loans to shareholders		
Mortgage and Real Estate loans		
Other investments		2,449
Buildings and other fixed depreciable assets		
(a) Less accumulated depreciation		
Depletable assets	152,594	
(a) Less accumulated depletion	64,648	87,946
Land (net of any amortization)		
Intangible assets (amortizable only)		
(a) Less accumulated amortization		
Other assets		845
Total assets		261,298
<u>LIABILITIES AND CAPITAL</u>		
Accounts payable		
Mtges., notes, bonds payable in less than 1 yr		
Other current liabilities		11,227
Loans from shareholders		
Mtges., notes, bonds payable in 1 yr or more		
Other liabilities		
Total Liabilities		
Capital stock (a) Preferred stock		
(b) Common stock	178,221	178,221
Paid-in-or capital surplus		
Retained earnings - Appropriated		
Retained earnings - Unappropriated		106,985
Cost of treasury stock		35,135
Total Capital		
Total Liabilities and Capital		261,298

NOTE:

and PRESIDENT must sign this report (Page 4)

I, (individual) and/or We, (corporation), having been appointed to act as Statutory Agent, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

STATUTORY AGENT

FOREIGN CORPORATIONS: Please list address of the principal place of business in the domicile state (or jurisdiction).

**NOTE: ALL CORPORATIONS MUST LIST THEIR OFFICERS AND DIRECTORS.
DATES TAKING OFFICE MUST BE INCLUDED.
ATTACH ADDITIONAL SHEETS IF NECESSARY.**

F. OFFICERS
(President And Secretary Cannot Be Same Person.)

President
Name Jerome Niedfelt
Street Address _____
P O Box 1445,
City, State, Zip Code Grand Is, Nb. 68802
Date of taking this office MO ____ DAY ____ YR 1992

Vice-President
Name _____
Street Address _____
P O Box _____
City, State, Zip Code _____
Date of taking this office MO ____ DAY ____ YR ____

Secretary
Name Barry Niedfelt
Street Address _____
P O Box 1445,
City, State, Zip Code Grand Is, Nb. 68802
Date of taking this office MO ____ DAY ____ YR 1993

Treasurer
Name William B. Hight
Street Address _____
P O Box 1445,
City, State, Zip Code Grand Is, Nb. 68802
Date of taking this office MO 11 DAY 10 YR 1985

Other Executive Officer (title) _____
Name _____
Street Address _____
P O Box _____
City, State, Zip Code _____
Date of taking this office MO ____ DAY ____ YR ____

G. DIRECTORS
(Profit Require At Least One (1) Director. Nonprofit Require At Least Three (3) Directors.)

Director
Name Jerome Niedfelt
Street Address _____
P O Box 1445,
City, State, Zip Code Grand Is, Nb. 68802
Date of taking this office MO 5 DAY 21 YR 1984

Director
Name W. B. Hight
Street Address _____
P O Box 1445,
City State, Zip Code Grand Is, b. 68802
Date of taking this office MO 5 DAY 20 YR 62

Director
Name Barry Niedfelt
Street Address _____
P O Box 1445
City, State, Zip Code Grand Island, Nb. 68802
Date of taking this office MO 6 DAY 26 YR 1988

Director
Name _____
Street Address _____
P O Box _____
City, State, Zip Code _____
Date of taking this office MO ____ DAY ____ YR ____

Director
Name _____
Street Address _____
P O Box _____
City State Zip Code _____
Date of taking this office MO ____ DAY ____ YR ____

FINANCE

FOR INFORMATION ONLY AND
NOT TO BE USED FOR CERTIFICATION
OR RECORDING PURPOSES

STATE OF CALIFORNIA

OFFICE OF THE ATTORNEY GENERAL

FOR INFORMATION ONLY AND
NOT TO BE USED FOR CERTIFICATION
OR RECORDING PURPOSES

ACORD. CERTIFICATE OF INSURANCE

CSR LB ISSUE DATE (MM/DD/YY)
09/09/93

PRODUCER

Lovitt & Touche', Inc.
P. O. Box 32702
E. Rosewood
son, AZ
85751-2702
PAUL A. BROPHY
602-722-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** HOMESTEAD INS CO/BURNS & WILLC
- COMPANY LETTER **B**
- COMPANY LETTER **C** RIVER THAMES INS CO/BURNS &
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

EXCELLON RESOURCES, INC.
ADELAIDE STEET EAST, STE 200-20
TORONTO
ONTARIO, CA
M5C-2T6

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	VW80300165	08/26/93	08/26/94	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ EXCLUDED
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ EXCLUDED
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 500,000
<input checked="" type="checkbox"/>	\$1000 PER CLAIM				FIRE DAMAGE (Any one fire) \$ EXCLUDED
	DED/BI-PD-LAE				MED. EXPENSE (Any one person) \$ EXCLUDED
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
C	EXCESS LIABILITY	RTXM1021	08/26/93	08/26/94	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
<input checked="" type="checkbox"/>	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE— POLICY LIMIT \$
					DISEASE— EACH EMPLOYEE \$

ORIGINAL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS CONTAINED IN POLICY. CERTIFICATE HOLDER IS ADDITIONAL INSURED (LESSOR) RE: 1200 ACRE MINING LEASES ADJACENT TO CITY OF TOMBSTONE AZ

CERTIFICATE HOLDER

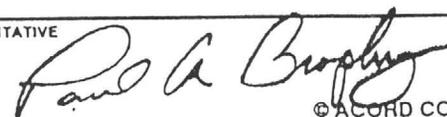
TOMBSTONE DEVELOPMENT COMPANY
P.O. BOX 1445
GRAND ISLAND NE 68802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PAUL A. BROPHY



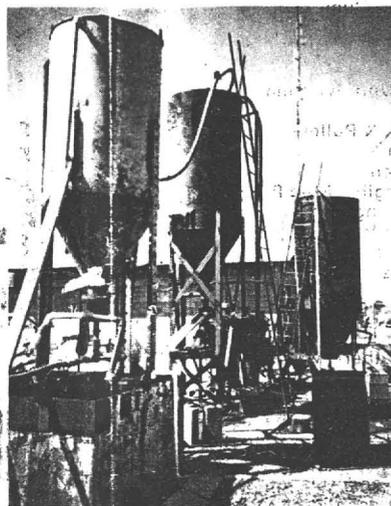
AUCTION INCLUDES:

- Clear Water Carbon Adsorption System: (6) 2-Ton Pressurized Towers, Rated Flow is 700-800 GPM; One 2-Ton Open Tower
- Carbon In Pump Carbon in Leach System: (3) 7'x9' Agitating Tanks with Lightnin Agitation and Fully Equipped with Sandpiper Transfer Pumps, Air Lines and Screens
- 20,000 Lbs. of West States 521G Carbon (Bagged)
- Carbon Stripper: (2) One-Ton Stripping Vessels Equipped with (2) Sioux D-1000 Instant Hot Water Heaters (1,000,000 BTUH) and (2) Transfer Super Chargers plus 800-Gal. Preg and 800-Gal. Barren Tanks, 10 HP Viking Positive Displacement Pump, Stainless Steel Valves And Flanges
- Zinc Precip Feeder
- Filter Press (30' Sw. Ft.) with 2 HP Teel Pump and Venturi Vacuum System also with 2 HP Teel Pump
- Carbon Acid Wash Tank
- Heat Reactivators
- Holding Tank
- Carbon Transfer Equipment
- 4'x24' Trommel w/Gear Reducer and 10 HP Motor
- Atkins Twin 48" Classifier (Sand Screw w/Electrical and 75 HP Elec. Motor and Catwalk
- Feeder: 15-Ton Bin w/Grizzly, Underflow Belt w/10 HP Motor and Gear Reducer, 18 x 100 Conveyor with Belts and Pulleys
- (3) Settling Tanks, Two 20,000-Gal. and One 12,000-Gal.
- Bolt Bin and Contents
- (4) Gate Valves
- (2) Butterfly Valves
- Jaeger Pump, 6"x6"
- Centrifugal Pump w/Motor
- Gorman Repp Pump, 3"x3"
- Worthington Pump, 4"x3"
- Denver 3"x3" Rubber-Lined Pump w/Westinghouse 20 HP Motor
- ITT 1 1/4" x 2" Pump w/2 HP Motor
- UMI 1 1/4" x 1" Centrifugal Pump w/2 HP Motor
- Jet 1" x 3/4" Pump w/ 1/2 HP Motor
- 3.4"x3/4" Centrifugal Pump, 3/4 HP Motor
- Morse 87 to 1 Gear Reducer, Model 103K
- Krebs Cyclone Separator, Model 202, 8"x6" Rated
- Gardner-Denver Compressor, 250 CFM
- Jaeger Pump w/10 HP Motor
- Pump w/15 HP Motor
- G.E. 25 HP Electric Motor
- U.S. 7 1/2 HP Electric Motor
- (4) Assorted Electric Motors
- U.S. 40 HP Electric Motor
- U.S. 30 HP Motor
- Pallets of Electrical Switch Boxes
- Assorted Flanges and Fittings
- (6) Gate Valves, 6X
- (3) Gate Valves, 3X
- Pinch Valves

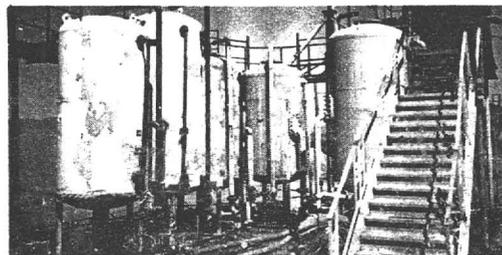
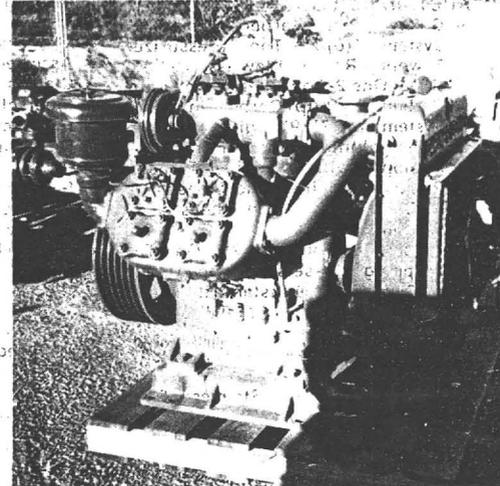
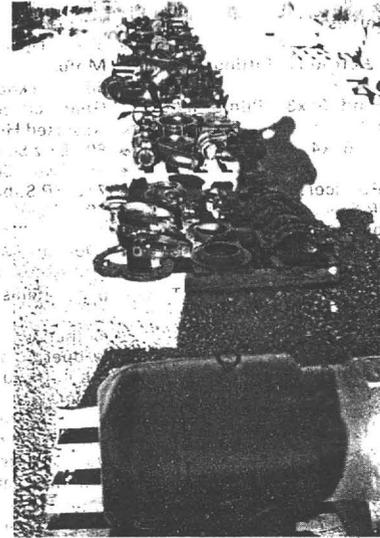
- (4) Plug Valves
- 6" Check Valves
- 4" Cross T
- Assorted Hydraulic Fittings and Clamps
- Ingersoll-Rand 5"x3" Pump w/15 HP Electric Motor
- Door-Oliver 6"x4" Rubber Lined Pump
- Falk Gear Reducer, 48 to 1
- U.S. 7 1/2 HP Elec. Motor, 3-Ph, 440
- Electric Motor, 10 HP
- G.E. 50 HP Electric Motor
- Wilfley 6"x10" Sand Pump
- Dorrco Pump, Double Diaphragm, 10"x6" w/Electric Motor
- Spool of S/S Wire, Approx. 3000'
- Assorted Pump Parts
- Bauer Hydra-Sieve, Mod. 552F
- Denver SRL 3"x3" Sand Pump w/10 HP Electric Motor
- Assorted Valves
- 2KW DC Generator
- Allen Sherman Pump
- Krebb Cyclones
- 50 HP U.S. Electric Motor w/6"x4" Rubber Lined Vacsael Pump

- 4"x6" Vacsael Pump w/30 HP Motor
- 3"x3" Dual Pump w/7 1/2 HP Delco Motor
- 60" Thickner Unit w/Winn Smith Gear Reducer
- Assorted Hoses & Pulleys
- 60" Eriz Screen
- 48" Swelo Screen
- 7 1/2 HP Submergible Mud Pump
- 30 HP Self Priming Pump
- Misc. Iron and PVC
- 900-Gal. Mixing Tank w/Catwalk and Accessories
- Other Items

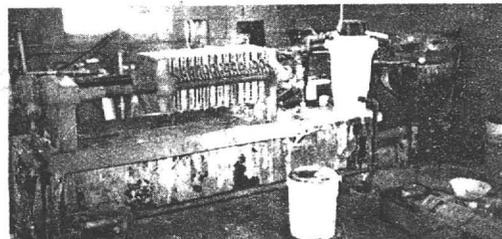
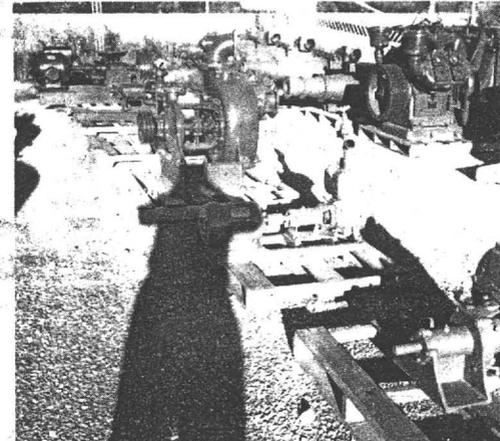
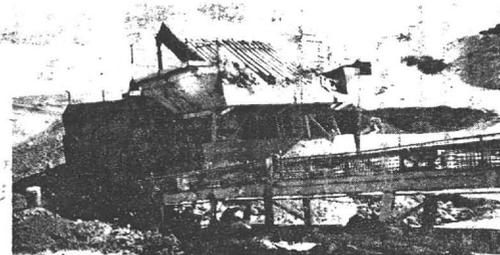
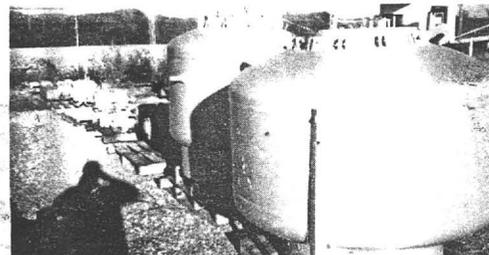
Whether you are a small or medium size operation — there will be something for you at this sale. Must see to appreciate. Please call us if you would like to come see the equipment before the designated inspection days. Our personnel will be happy to answer any and all questions. Phone: (602) 457-2282 or FAX (602) 457-3020, Tombstone, Arizona.



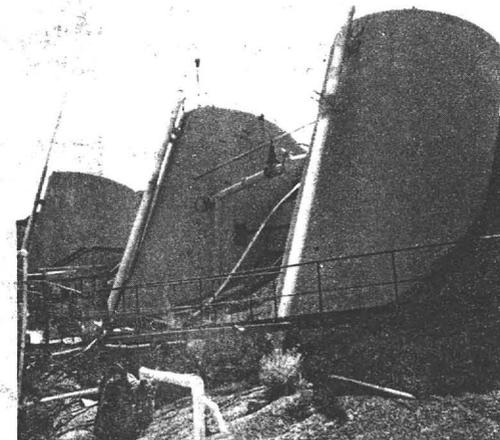
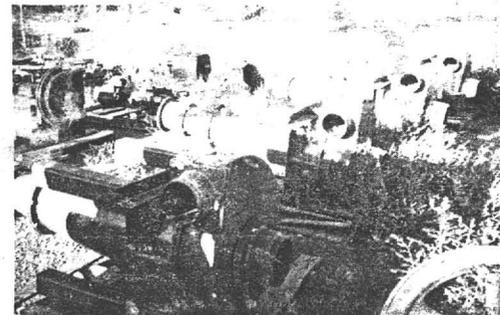
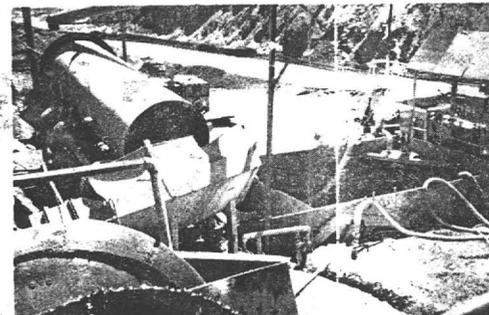
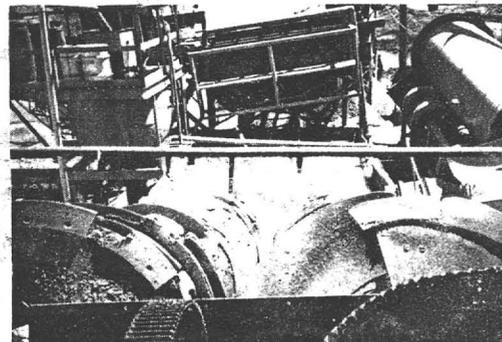
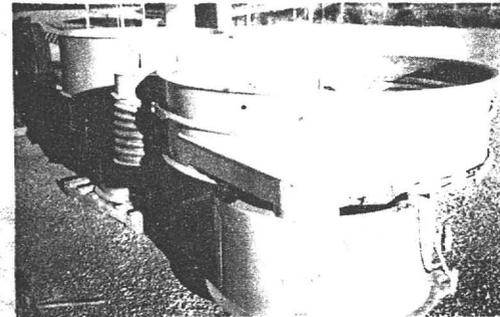
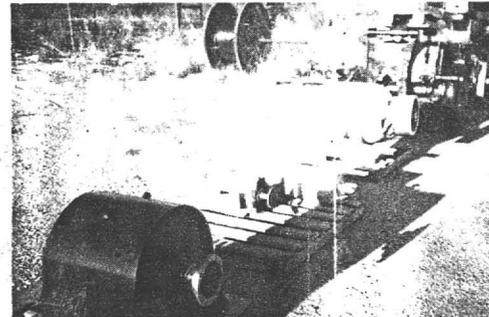
Carbon Acid Wash



Clear Water Carbon Adsorption System



Zinc Precip Feeder and Filter Press



Settling Tanks