FILE COPY
SURNAME:

200

Adams

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAR 2 6 1952

Mr. Edwin P. Jacobsen
922 Main Street
P. O. Box 457
Delano, California

Dear Mr. Jacobsen:

This will acknowledge your letter dated March 19, 1952 informing us that you wish to cancel your application for exploration aid, Docket DMEA No. 2337, and request that a diagram submitted with your Form MF-103 be returned to you.

Your application will be cancelled in accordance with your request. With regard to the diagram, please be advised that no such diagram is attached to the copy of your application on file in this office. Since the main file of your application is with the executive office, DMEA Field Team, Region IV, please contact Mr. J. H. East, Jr., requesting the return of this diagram. Mr. East's address is Executive Officer, Region IV, 224 New Customhouse Building, Denver 2, Colorado.

Sincerely yours,

C. O. Mittendorf (for)

S.N. 3-26-52

Acting Administrator
Defense Minerals Exploration
Administration

READAMS/meb
3-25-52
cc to: Adm.Reading File
Mails & Files Br.
Field Team,Reg.IV(2)

EDWIN P. JACOBSEN
ATTORNEY AT LAW
922 MAIN STREET
P. O. BOX 457
DELANO, CALIFORNIA
TELEPHONE 3611

March 19, 1952

Mr. C. O. Mittendorf
Acting Administrator
Defense Minerals Exploration Administration
Washington 25, D. C.

Dear Sir:

In re DMEA Docket 2337, Alto Mine
Santa Cruz County, Arizona

Mr. Walter Storms, Chief, Arizona-New Mexico Branch, Region IV, Mining Division, U. S. Bureau of Mines, has referred me to you for return of a diagram by Mr. William B.Maintland, submitted with Form MF-103 in the above-entitled matter.

We have asked Mr. Storms to cancel the application for an exploration loan and to return the diagram, but he advises that he does not have the diagram and that it must have been filed with the original application in the DMEA office in Washington.

I would appreciate your finding and returning the said diagram to me and thank you for your attention to this matter.

Yours truly,

EDWIN P. JACOBSEN

EPJ.PW

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
MAR 24 1952

OFFICE OF THE ADMINISTRATOR

DMEA-2337

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

January 18, 1952

Memorandum

To: Administrator, Defense Minerals Exploration Administration
Attention 210

From: Executive Officer, Field Team, DMEA, Region IV

Subject: Docketing for Exploration Assistance

Enclosed herewith in duplicate are DMA Form 3a and Forms MF-100 and MF-103 pertaining to the following application for Government assistance in exploration work.

Alto Mine, (Copper-Lead)
Box N
Patagonia, Arizona

W. H. King
W. H. King for
J. H. East, Jr.

Enclosures

REC'D 1-21-52, TWO COPYS MF-103 & 100 & ATTACHMENTS. ONE COPY EACH SENT BACK TO REGION IV, 1-22-52.

SA.

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D.C.
JAN 21 10 21 PM '52

DMEA-2337

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

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Alto Mine, (Copper-Lead)
Box N
Patagonia, Arizona

W. H. K.
W. H. King for
J. H. East, Jr.

Enclosures

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMEA-2337
Metal or Mineral
Date Received 1-21-52
Amount $
Participation (Government %)

Alto Mine
Box N
Patagonia, Arizona

Name and address of applicant

Date January 4, 1952

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D. C. JAN 21 10 21 PM '52

If you have already filed MF-100, give date filed Dec. 27, 1951, type of assistance requested exploration,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

ALTO MINE
(Name of company)

By Edward P. Jacobsen
(Signature of authorized official)

1/10/52
(Date)

CO-PARTNER
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

1. (a) Description of real property: See attached lease and option for specific and detailed description.

(b) Copy of Lease and Option attached hereto and made a part hereof.

(c) All of the property described in said Lease and Option.

2. (a) Copper, lead, silver, and gold.

(b) Applicant hereby refers to Department of the Interior, U. S. Geological Survey, Public Document No. 787, entitled, "Mineral Deposits of the Santa Rita and Patagonia Mountains, Arizona", (Bulletin 582, 1915), by Frank C. Schrader, with contributions by James M. Hill. This official publication provides a complete statement of the geologic features of the property and reasons for expecting to find commercial ore bodies.

Applicant also refers to Form MF-100 heretofore filed, and by such reference incorporates the history of the Alto Vein and the reasons for expecting to find commercial ore bodies.

Applicant also herewith encloses the original sketch of the "Vertical Section Along Plane of Alto Vein", prepared by Engineer William B. Maitland in the R. F. C. loan matter. Applicant reiterates that it has heretofore expended approximately $20,000.00 reopening the Alto Mine and that said expenditures were made on the strength of Mr. Maitland's report.

(Applicant would appreciate the return of the enclosed sketch.)

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

3. (a) Applicant proposes to explore the entire Alto Vein System by means of tunnels, drifts, shafts, and winzes. Applicant will seriously consider doing said exploration work by means of a diamond drill wherever and whenever such type of drilling is feasible and practicable. That is to say, the applicant having reopened the old tunnel and raise, it is now possible to explore the entire hill and vein or veins lying therein at a minimum of cost, since all of the muck and debris can be removed by gravity.

Applicant estimates that the total cost of said exploration project will be $20,000.00.

(b) Applicant estimates that said project could be started within ten days after an Exploration Project Contract is executed and that said project can be completed within 180 days.

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

4. The enclose sketch prepared by Engineer William B. Maitland is the only map or sketch of the property available to applicant at this time.

Alto Mine
Box N
Patagonia, Arizona FORM MF-103

5. Applicant now has the necessary shower-change room, living quarters, tunnel track, mine cars, water facilities, drills, drill stems, compressor, pipe, and other equipment and tools necessary to commence operations. However, applicant will have to spend approximately $500.00 for timber to complete the timbering of the raise to comply with Arizona mining laws and regulations.

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

6. Applicant will have to spend approximately $500.00 for timber to complete the timbering of the raise to comply with Arizona mining laws and regulations.

Alte Mine
Box N
Patagonia, Arizona

FORM MF-103

7. (a) Applicant has rented a 105 HP compressor, at $162.00 per month, with 90 per cent of rental applied to purchase price if equipment is later purchased.

(b) To be purchased: Dynamite and Dynamite caps, gasoline to run compressor, and timbers to complete the timbering of the raise, at a cost of approximately $2,000.00.

(c) Applicant has heretofore purchased and now owns the building, trackage, ore cars, pipe, drills, drill stems, jackhammer, stoper, and other miscellaneous items of tools and equipment.

Applicant anticipates no depreciation on the items furnished by applicant. In the event the parties mutually agree upon diamond drilling as the best and most feasible method of carrying on such exploration work, the applicant is unable to estimate cost thereof, since applicant has had no experience with diamond drilling

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

8. 1 - Superintendent at $75.00 per week.
   1 - Miner at $60.00 per week.
   2 - muckers at $50.00 per week each.

   Total labor costs: $235.00 per week.

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

9. Materials and supplies: Dynamite, dynamite caps, fuses, gasoline, $100.00 per week.

Engineering: $1,000.00 for entire project.

Assaying: $500.00 for entire project.

Accounting: None.

Power: None.

Water: None.

Utilities: None.

Other expenses: Taxes and miscellaneous: $50.00 per week.

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

10. (a) Applicant is prepared to pay one-half of the total cost of said project, or $10,000.00.

(b) This amount is sufficient to pay applicant's part of the cost of the project.

Alto Mine
Box N
Patagonia, Arizona

FORM MF-103

11. See Form 100 for further explanation of conditions and circumstances regarding this property and this project.

C O P Y

MINING LEASE AND OPTION

THIS LEASE AND OPTION Made and entered into this 7th day of October, 1950, by and between EDWARD A. BERGERS and WINIFRED M. BERGERS, his wife, of 424 South Central Park Avenue, Chicago, Illinois, parties of the first part, hereinafter called the Lessors, and O. L. CALHOUN of 4124 North 23rd Avenue, Phoenix, Arizona, the party of the second part, hereinafter called the Lessee, WITNESSETH:

Article 1. Grant of Lease and Option and Description of Property.

The lessors for and in consideration of the sum of One Dollar ($1.00) to them in hand paid by the lessee, the receipt whereof is hereby acknowledged, and for and in consideration of the royalties to bepaid by the lessee and of the covenants and agreements of the lessee hereinafter set forth, do hereby lease, let and demise and give and grant unto the lessee, his heirs and assigns, the sole and exclusive right, privilege and option to purchase,for the price and upon the terms and conditions hereinafter set forth, free and clear of encumbrances, the following described mining properties situate in the Tyndall Mining District, County of Santa Cruz, State of Arizona, to-wit:

All of those certain following named mines, mining claims and mining properties and all of the land and real estate lying within the boundaries thereof, with the appurtenances, situated in the Tyndall Mining District and also situated in and being a part of the North Half of that certain tract of land known as Baca Float No. 3 in Santa Cruz County, State of Arizona, the descriptions of said mining claims and of the boundaries thereof being set forth and recorded in the office of the County Recorder of Santa Cruz County, State of Arizona, at the following pages in the following books of Mining Location Records, to-wit:

Name of Claim	Book	Page
Ophir No. 1 Mining Claim	5	188
Ophir No. 2 Mining Claim	5	189
Excelsior Mining Claim	1	85
Excelsior West Mining Claim	1	93
Buena Vista Mining Claim	1	86
Hillside Mining Claim	2	160
Donau (also known as the Donan) Mining Claim	1	88

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ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

Name of Claim	Book	Page
Great Eastern Mining Claim	2	162
Grand Prize Mining Claim	1	84
Alto East Mining Claim	1	82

Also all those parts and parcels of those certain following named mines, mining claims and mining properties which lie South of the North boundary line of that certain tract of land known as Baca Float No. 3, and all of the land and real estate lying within the boundaries thereof but within the North Half of said Baca Float No. 3, in the Tyndall Mining District, in Santa Cruz County, State of Arizona, with the appurtenances, the descriptions of said mining claims and of the boundaries thereof being set forth and recorded in the office of the County Recorder of Santa Cruz County, State of Arizona, at the following pages and in the following books of Mining Locations, to-wit:

Name of Claim	Book	Page
Steinfeld West Mining Claim	1	80
Albert Mining Claim	1	58
Steinfeld Mining Claim	1	56
Alto Mining Claim	5	508
Albion Mining Claim	5	192
Record Mining Claim	5	191.

Article 2. Term of Lease and Option.

The term of this Lease and Option, unless sooner forfeited, cancelled, terminated or surrendered, shall begin on the 1st day of November, 1950, and shall end at midnight on the 31st day of October, 1955.

Article 3. Purchase Price.

The purchase price for which the lessors agree to sell the above described properties is the sum of One Hundred Fifty Thousand Dollars ($150,000.00), lawful money of the United States of America, payable in a lump sum in cash at any time during the term of this Lease and Option.

Article 4. Possession and Control of Property.

The lessee shall have and he is hereby given and granted the right to enter into and take over immediately the sole and exclusive possession and control of said properties and the whole and every part thereof, and, during the term hereof, to remain in the sole and exclusive possession and control thereof; and to investigate, explore, measure, sample, examine, test, develop, work,

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DELANO, CALIFORNIA
PHONE 3611

mine, operate, use, manage, and control the same and the water and water rights appurtenant thereto, and to mine, extract and remove from said properties the ores and minerals therein and appurtenant and belonging thereto, and to treat, mill, ship, sell or otherwise dispose of the same and receive the full proceeds therefrom; and to erect, construct, use and maintain thereon and therein such buildings, structures, machinery and equipment as may be required by the lessee for the conduct of his exploration, development, mining and milling operations.

Article 5. Entry and Conformity with Mining Laws.

The lessee agrees to take possession of said properties on or before November 1, 1950, and to cause all examination, work, development and mining to be done in a careful and minerlike manner and to conform in all respects to the mining laws and regulations of the State of Arizona.

Article 6. Work Requirements.

Beginning on the 1st day of November, 1950, not less than sixty (60) man shifts monthly shall be worked on or within said properties during the term of this Lease and Option. The lessee shall clear the raise in the workings on said property of all obstructions and debris by the 30th of June, 1951.

In the event the lessee shall give notice of his intention to surrender this Lease and Option, as hereinafter provided, he shall comply with said work requirements up to the date of the notice, but from and after the date of the notice, he shall be relieved from any further work requirements hereunder.

Article 7. Royalties.

The lessee agrees to pay to the lessors as royalties on all ores, minerals and other products mined and removed from said properties during the term of this Lease and Option an amount equal to 10% of the net mill or smelter returns received by the lessee from the sale or disposal thereof, and an amount equal to 10% of all

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premium metal payments or subsidies received by the lessee from the Government of the United States or any instrumentality thereof or any States for said ores, concentrates and other products sold by the lessee except when the law or governmental regulations prohibit or restrict the payment of royalties on such premiums or subsidies.

Article 8. Minimum Royalties.

The lessee guarantees that the minimum royalty to be paid by him to the Lessors for each and every calendar month during the term of this Lease and Option beginning May 1, 1951, shall be the sum of One Hundred Dollars ($100.00). If, during any calendar month beginning with the month of May 1951, the actual royalties on ores do not equal or exceed the sum of One Hundred Dollars ($100.) the lessee shall, nevertheless, on or before the 15th day of the following month, pay to the lessors the sum of One Hundred Dollars ($100.00), or an amount in addition to the total royalties paid sufficient to make up the minimum monthly royalty payment of One Hundred Dollars ($100.00).

Article 9. Definition of Net Smelter Returns.

Net smelter returns shall be all sums paid to the lessee for the value of the ores by the smelter after deducting all charges for transportation from the mine to the smelter and smelter charges.

Article 10. Definition of Net Mill Returns.

Net mill returns shall be all sums paid to the lessee for the value of the ores by the mill after deducting all charges for transportation from the mine to the mill and mill and treatment charges.

Article 11. Royalty Settlements.

Royalty settlements shall be made by the lessee on or before the 15th day of each and every month during the term hereof on all smelter returns and premium metal payments or subsidies received during the preceding calendar month. Each royalty settlement shall

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ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

be accompanied by a duplicate copy of the smelter or mill returns for each lot of ore sold to a smelter or mill and a statement of the premium metal payments or subsidies received. All royalty payments shall be made by check payable to Edward A. Bergers at the address hereinafter provided for notices. The royalty payments hereinabove provided for shall not be applied to or credited on the purchase price of said properties.

Article 12. Protection of Properties from Liens and Damages.

The lessee shall keep said properties and the whole and every part thereof free and clear of liens for labor done or performed upon said property by him and materials or merchandise furnished to him on or for said property or for the exploration, development or operation thereof under this Lease and Option and while the same is in force and effect, and will save and keep harmless the lessors from all costs, loss or damage which may arise by reason of injury to any persons employed by the lessee in or upon said property or any part thereof or which may arise by reason of injury to persons, livestock or other property as the result of any work or operations of the lessee or his possession and occupancy of the property.

Before commencing work on said property or purchasing any materials or merchandise for use on said property, the lessee shall furnish to the lessors a surety company bond, executed by a surety company qualified to do business in the State of Arizona, in the sum of Twenty Five Hundred Dollars ($2500.00) conditioned that the lessee will promptly pay for all labor done or performed upon said property and all materials and merchandise for use in or upon said property.

Article 13. Notices of Non-liability.

The lessee shall keep posted upon said property such notices of non-liability for labor, materials or merchandise furnished as may be posted thereon by the lessors pursuant to the laws of the State of Arizona. In the event any such notices are posted upon

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PHONE 3611

the property by the lessors, they shall furnish the lessee with a copy of the same together with a statement of the locations at which said notices are posted.

Article 14. Payment of Taxes.

The lessee shall pay when due and before delinquent all taxes falling due during the term of this lease and option beginning with the first installment of 1951 taxes, and shallpay when due and before delinquent all taxes levied or assessed against any and all personal property, machinery and equipment placed upon the property by the lessee during the term of this Lease and Option. The lessee shall also pay when due and before delinquent all sales, severance and other taxes of every kind, character and description levied or imposed during the term hereof upon the ores, minerals, concentrates and other products of ores produced, sold or otherwise disposed of by the lessee, and all taxes levied against him as an employer of labor.

Article 15. Insurance.

At all times during the term hereof the lessee shall carry Workmen's Compensation, Liability and other insurance required by the laws and mining regulations of the State of Arizona.

Article 16. Books of Account.

The lessee shall keep at the property accurate books of account relating to the mining, sale and disposal of ores, minerals, concentrates and other products from said property, which books of account shall be open to inspection by the lessors, or their duly authorized agent, at all reasonable times.

Article 17. Inspection.

The lessors, or their duly authorized representative, shall be permitted to enter into and upon said property and the workings of the lessee at all reasonable times for the purpose of inspection.

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Article 18. Forfeiture.

The failure of the lessee to make or cause to be made any payment herein provided for or to keep or perform any agreement on his part to be kept or performed, according to the terms and provisions hereof, shall, at the election of the lessors, work a forfeiture hereof, and any and all monies which have been paid to the lessors as royalties or otherwise shall be deemed forfeited to the lessor; provided, however, that in the event of a default on the part of the lessee, and the election of the lessors to terminate this Lease and Option on account thereof, the lessors shall give to the lessee a written notice of their intention to declare a forfeiture of this Lease and Option, and to terminate the same on account thereof, specifying the particular default or defaults relied upon by them, and the lessee shall have thirty (30) days after receipt of such notice to make good such default or defaults, in which event, there shall be no forfeiture therefor.

Article 19. Unavoidable Delays.

If the lessee shall be delayed at any time in keeping or performing any agreement on his part to be kept or performed according to the terms and provisions hereof, except the payment of taxes and royalties, by any act or neglect of the lessors, or by the possession of adverse claimants to said property or any part thereof, or by strikes, lockouts, fire, unusual delay in transportation, orders of the Government, or any duly constituted instrumentality thereof, unavoidable casualties, or any other causes beyond the control of the lessee, such delay shall not be deemed a breach of this Lease and Option or a default on the part of the lessee constituting a cause for forfeiture of this Lease and Option, and during any time said lessee is so delayed, he shall be excused from the performance of such terms and provisions until the cause of delay is removed or this Lease and Option shall be earlier terminated.

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ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

Article 20. Cancellation by Lessee.

The lessee expressly reserves the right to cancel, terminate and surrender this Lease and Option and to relinquish and surrender said property to the lessors at any time during the term hereof upon giving thirty (30) days prior notice to the lessors of his intention so to do and by delivering to the lessors upon said cancellation a written and acknowledged relinquishment of this Lease and Option.

Article 21. Surrender of Property by Lessee.

In the event of a valid forfeiture, surrender or other termination of this Lease and Option, the lessee will surrender peaceable possession of said property and the whole and every part thereof to the lessors immediately.

Article 22. Removal of Equipment, etc. by Lessee.

The lessee shall have and he is hereby given and granted ninety (90) days after a valid forfeiture, surrender or other termination of this Lease and Option to remove from said property all machinery, equipment, trade fixtures and other personal property erected or placed in or upon said property by him, except mine timbers, rail and pipe in place underground and permanent improvements

Article 23. Warranty of Possession.

The lessors hereby covenant and warrant that the lessee, his heirs and assigns, shall and may at all times during the term of this Lease and Option peaceably and quietly have, hold, use, occupy, possess and enjoy said property and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance by the Lessors, their heirs and assigns, or any person or persons lawfully claiming or to claim the same.

Article 24. Renewal.

The lessors, their heirs or assigns, will on or before the

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ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

expiration of this Lease and Option, at the request and expense of the lessee, his heirs or assigns, grant and execute to him a new Lease and Option on the premises hereby demised for a further term of five years, to commence from the expiration of the term hereby granted, which new Lease and Option shall be subject to the like covenants, provisos and agreements as are contained in this Lease and Option except a covenant for further renewal. The lessee's request for a renewal shall be made in writing on or before May 1, 1955.

Article 25. Notices.

All notices herein provided for may be given by registered mail until otherwise changed by written notice of the parties hereto at the addresses hereinbefore set forth.

Article 26. Inurement Clause.

Time is of the essence of this Lease and Option. The terms, provisions, covenants and agreements herein contained shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, in duplicate, as of the day and year first above written.

EDWARD A. BERGERS

WINIFRED M. BERGERS
Lessors

O. L. CALHOUN
Lessee

STATE OF ILLINOIS,)
) ss.
COUNTY OF COOK.)

This instrument was acknowledged before me this _____day of October, 1950, by Edward A. Bergers and Winifred M. Bergers, his wife.

My Commission expires_____19_____.

Notary Public

EDWIN P. JACOBSEN
ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

STATE OF ARIZONA,)
) ss.
COUNTY OF MARICOPA,)

This instrument was acknowledged before me this _____ day of October, 1950, by O. L. Calhoun.

My Commission expires _____ 19____.

_____
Notary Public

EDWIN P. JACOBSEN
ATTORNEY AT LAW
922 MAIN STREET
DELANO, CALIFORNIA
PHONE 3611

Form MF-100
(May 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. DMEA-2337

Date received 1-21-52

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D. C. JAN 21 10 21 PM '52

Alto Mine
Box N
Patagonia, Arizona

Name and address of applicant

Date December 19, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production _____

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:
   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
Nellie Calhoun Phoenix, Arizona	Partner	None	10,000	None	None	None	
Roy Bell Patagonia, Arizona	Partner	None	1,000	None	None	None	
Dr. William B. Smith Delano, California	Partner	None	10,000	None	None	None	
Edwin P. Jacobsen Delano, California	Partner	None	50,000	None	None	None	
	Total	None	x x x x x	None	None	x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues: None

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$	$	$		
Preferred stock	$	$	$		

*Indicate period covered.

10. Production: None to date

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)					
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. Yes. 2000 tons per month--made possible by locating mineral bearing portion of vein.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves. See U.S.G[illegible]. Bulletin above mentione[illegible]

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve. Not available at this time.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved) Unknown at	this time.				
Indicated (probable) Unknown at	this time.				

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, uneven or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads. 12 miles to Patagonia over County (gravel) Road--Josephine Canyon Road.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year. Water obtained from Sonoita Creek and Santa Cruz River and is sufficient.

15. Power:

State amount of power used, rate per hour, and source thereof. Gasoline driven compressor supplies all power required.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period. 2 miners, 1 mucker, and partner doing supervising.

17. Equipment and Facilities:

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation. Shower and change room; cabin; housetrailer; and one 105 HP compressor.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company) By (Signature of authorized official)

(Date) (Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

Alto Mine
Box N
Patagonia, Arizona

GENERAL TECHNICAL DATA

1. Materials produced:
   (a) Chief products: Copper, lead, silver, and gold.
   (b) Byproducts: None known.

2. Name and type of mine: Tunnel and shaft type of workings.
   (a) Linear feet of shafts: 600 ft.
   (b) Linear feet of drifts and crosscuts: 500 ft.
   (c) Linear feet of tunnels or adits: 1500 ft.
   (d) Linear feet of other mine openings: Many hundreds of feet of old (caved in) stopes, tunnels, shafts, and crosscuts.
   Mine is not flooded and there are no pumping problems.

3. (a) 12 miles northwest of Patagonia, Arizona.
   (b) Tyndall Mining District.
   (c) Township Section Range .
   (d) Santa Cruz County, Arizona.

4. (a) Property now in operation by applicant.
   (b) Operating as lessee.

5. Number of years in production: Reputed to be in production intermittently since 1687, when vein was first discovered and worked by Jesuit missionaries and native Indians.

6. Experience of operators: Applicant is a co-partnership comprised of: Nellie Calhoun, a widow, of Phoenix, Arizona, surviving spouse of original lessee; Roy Bell of Patagonia, Arizona; William B. Smith, M.D., of Delano, Kern County, California; and Edwin P. Jacobsen of Delano, Kern County, California.

   (a) Nellie Calhoun has had no particular business experience and is a partner by virtue of being the surviving spouse of O. L. Calhoun, recently deceased, the original lessee of the property.

   Roy Bell is a practical mining man and has worked in mines of all types and character in the Southwest for the past 35 years.

   Dr. William B. Smith is a practicing physician in Delano, California; he studied mining engineering in the University of California before entering the medical profession and has grubstaked miners and been otherwise interested in mining for the past thirty years.

   Edwin P. Jacobsen is an attorney at law in Delano, California, and has been a practicing attorney for the past 20 years, but has had no experience in mining.

   (b) Roy Bell, partner, has managed the project since the execution of the original lease in October, 1950, and has put the mine in operating condition.

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7. History:

(a) Applicant hereby refers DMA to Department of the Interior, U. S. Geological Survey, Public Document No. 787, entitled, "Mineral Deposits of the Santa Rita and Patagonia Mountains, Arizona", (Bulletin 582, 1915), by Frank C. Schrader, with contributions by James M. Hill. This official publication will give a complete history of the property up to its date of publication in 1915.

In 1940, or thereabouts, the Long Contact Mining Company undertook to drive a tunnel at the 5000 foot level (500 feet below old workings) for purpose of contacting the vein and the probable ore body extending downward from said old workings. Said company did drive said tunnel a distance of 1500 feet and did contact the vein at approximately the 1200 foot mark. Said company undertook to drive a raise upward to contact the old workings and comply with the state mining laws requirements for air and escape routes.

In 1943 the said Long Contact Mining Company, being in need of additional funds to complete the project, made application to the Reconstruction Finance Corporation for a loan. After a complete investigation and survey by the R. F. C. mining engineer, William B. Maitland, said R. F. C. granted said loan in the sum of $25,000.00 and the contemplated work proceeded.

However, the employees disobeyed specific instructions of the engineer in charge and placed a last round of dynamite too close to the aforesaid old workings and all of the muck, water, and debris gathered and collected in the old workings over the past 200 years caved in on their heads, ripped out all of the timbers in the upraise and blocked the upraise with said muck, debris, and splintered timbers.

The Long Contact Mining Company, thoroughly discouraged, abandoned the project and the property remained in the aforesaid condition until October of 1950 when Roy Bell and the applicants undertook to reopen the tunnel and shaft. On or about November 1, 1951, said project of reopening and reconditioning said mine was completed. However, applicant is now in need of financial help to properly explore the entire vein exposed by said redevelopment work. Operations are still being carried on, but lack of finances will force suspension in the near future unless DMA grants an operating loan

(b) History and production of adjoining and neighboring properties may be obtained from the aforesaid U,S.G.S. Bulletin 582.

(c) For additional reports, including mine examinations, recommended exploration and development, and metallurgical investigations, applicant refers DMA to the docket in the files of R. F. C. on the aforesaid loan application made by Long Contact Mining Company and approved by engineer William B. Maitland in 1943 or 1944.