AUG 1 1 1953

Mr. L. F. Riddle
30½ Broadway
Asheville, North Carolina

Re: Docket No. [illegible] - Mica
Riddle & Hipps Mine
Buncombe County, North Carolina

Dear Mr. Riddle:

Your application for aid for an exploration project and other data available to us in Washington concerning your application have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing sizable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:gad 8/6/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

DMEA-2989
Mica
Region VII

RIDDLE AND HIPPS, ASHEVILLE, NORTH CAROLINA. Riddle & Hipps Mine, Buncombe County, North Carolina. 5-22-53
Letter to the Field requesting an examination and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the applicant. No. 219

DMEA-2989
Mica
Region VII

RIDDLE AND HIPPS, ASHEVILLE, NORTH CAROLINA. Riddle and Hipps Mine, Buncombe County, North Carolina. 7-3-53
Field Report recommending denial. The report was referred to the Commodity Group. No. 237

DMEA-2989
Mica
Region VII

RIDDLE AND HIPPS, ASHEVILLE, NORTH CAROLINA. Riddle & Hipps Mine, Buncombe County, North Carolina. 8-10-53
Letter to the Applicant denying the application. #253

August 10, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMMA-2989 - Mica
L. M. Riddle and F. M. Hipps
Riddle and Hipps Mine
Buncombe County, North Carolina

Closing letter: Denial of application attached.
Resume: Application, submitted April 15, 1953, proposes to explore a mica deposit which they claim to have uncovered by bulldozing. The total estimated cost of project is $200.00.

Docket Summary:
4/22/53 Memo from U. S. G. S. recommending field team examination
4/30/53 Memo from U. S. B. M. suggesting that applicant be requested to furnish further information
5/25/53 Application referred to Region VII
6/23/53 Report by Examiners recommending denial
6/26/53 Field Team concurs in the denial by Examiners
7/3/53 U. S. G. S. concurs in Field Team denial
7/10/53 U. S. B. M. concurs in Field Team denial
8/6/53 Denial letter prepared.

James Hopkins
Nonmetallic Minerals Division

Attachment

JHopkins:dec 8/10/53
Copy to: Admr. R. File
Docket File
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED
JUL 13 1953

July 10, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2989, Mica, Riddle and Hipps Mine, Buncombe County
North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is non-strategic.

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

July 3, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2989 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: L. M. Riddle and F. W. Hipps.
Name of property: Riddle and Hipps mine.
Location of property: Buncombe County, North Carolina (5 mi. SW of Asheville).
Date of field team report: June 23, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-7/3/53
cc: Director's reading file 4212
Branch reading 4212
DMEA 3
files G-232

C
O
P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

June 26, 1953

Memorandum

To: Chairman, Operating Committee, D M E A - Washington

From: Field Team, D M E A - Region 7

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following field examination reports:

DMEA-2989, Riddle & Hipps Mine, (Mica) North Carolina

DMEA-2999, H and 3-R Mine, Hunnicutt & Riddle Mining Co. (mica)

The Field Team concurs in the denial of above two applications.

/s/ ROBERT A. LAURENCE
Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7

/s/ WM. A. BECK
Wm. A. Beck for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
7-3-53
(date)

8/10/53

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-2989, RIDDLE & HIPPS MINE
(mica)

Buncombe County, N. C.

BY

Kefton H. Teague, Geologist
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

June 23, 1953

Reviewed by
DMEA OPERATING COMMITTEE
7-3-53
(date)

FIELD TEAM EXAMINATION REPORT
ON

DMEA-2989, RIDDLE AND HIPPS MINE (mica)

Applicants: L. M. Riddle and F. M. Hipps, c/o L. M. Riddle
30 1/2 Broadway, Asheville, N. C.

This deposit contains mostly green mica and the ruby mica is of poor quality. There is no evidence to warrant exploration assistance at this mine.

The property was examined on June 17, 1953. L. M. Riddle, J. G. Riddle and F. M. Hipps accompanied the examiners on the inspection which required two hours.

The Hipps prospect is about five miles southwest of Asheville, and two miles northwest of Enka, Buncombe County, North Carolina. Access is good.

A bulldozer cut has exposed a pegmatite more than 10 feet thick over a strike length of about 25 feet to a depth of 8 feet. It is composed of a medial quartz core 3 to 4 feet thick, bounded on both sides by kaolinized feldspathic pegmatite. The pegmatite trends N. 30° E., dipping steeply southeast. Green, wedge A, spotted mica occurs frozen to the hanging wall of the quartz core. A few scattered blocks of bent, badly cracked, slightly stained ruby mica occurs in the hanging wall zone. It is questionable that any strategic mica could be recovered from this deposit.

The examiners recommend that the application be denied.

June 23, 1953.

Kefton H. Teague, USGS.

L. E. Shirley, USBM.

MAY 25 1953

[illegible]

Subject: [illegible]

Dear Mr. [illegible]

[illegible]

Sincerely yours,

W. S. Martin

ACTING Chairman, [illegible] Committee

Attachment:

J. H. Hedges

Member, [illegible]

A. R. Kinkel, Jr.

Member, [illegible]

Enclosure [illegible]

SLFeiltritz [illegible]/53

Copy to: [illegible]
[illegible] File
[illegible] Committee
Mr. [illegible], 3526
Mr. [illegible], [illegible], [illegible]
Mr. [illegible]

MAY 25 1953

[illegible]

[illegible]

[illegible]

[illegible]
[illegible] line
[illegible] County, North Carolina

Dear Mr. [illegible]

[illegible] subject [illegible] the [illegible] referred [illegible]

[illegible] 133 [illegible] the matter of [illegible] be corrected.

Sincerely yours,

C. O. Mittendorf

Administrator

[illegible]

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

FILE COPY

FILE COPY
SURNAME:

Hopkins
Bark
Martin
Hedges
Brynel
Selfridge

UNITED STATES 600
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

Mr. L. M. Riddle
30½ Broadway
Asheville, North Carolina

AUG 1 1 1953

Re: Docket No. DMEA-2989 - Mica
Riddle & Hippe Mine
Buncombe County, North Carolina

Dear Mr. Riddle:

Your application for aid for an exploration project and other data available to us in Washington concerning your application have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

JHopkins:gad 8/6/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S. 8/11-53

FILE COPY
SURNAME:

Hopkins
Houk
Martin

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

August 10, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMMA-2989 - Mica
L. M. Riddle and F. M. Hipps
Riddle and Hipps Mine
Buncombe County, North Carolina

Closing letter: Denial of application attached.
Resume: Application, submitted April 15, 1953, proposes to explore a mica deposit which they claim to have uncovered by bulldozing. The total estimated cost of project is $200.00.

Docket Summary:
4/22/53 Memo from U. S. G. S. recommending field team examination
4/30/53 Memo from U. S. B. M. suggesting that applicant be requested to furnish further information
5/25/53 Application referred to Region VII
6/23/53 Report by Examiners recommending denial
6/26/53 Field Team concurs in the denial by Examiners
7/3/53 U. S. G. S. concurs in Field Team denial
7/10/53 U. S. B. M. concurs in Field Team denial
8/6/53 Denial letter prepared.

SIGNED

James Hopkins
Nonmetallic Minerals Division

Attachment

JHopkins:dec 8/10/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R.C.D. 8-11-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

August 10, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2989 - Mica
L. M. Riddle and F. M. Hipps
Riddle and Hipps Mine
Buncombe County, North Carolina

Closing letter: Denial of application attached.
Resume: Application, submitted April 15, 1953, proposes to explore a mica deposit which they claim to have uncovered by bulldozing. The total estimated cost of project is $200.00.

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7/3/53 U. S. G. S. concurs in Field Team denial
7/10/53 U. S. B. M. concurs in Field Team denial
8/6/53 Denial letter prepared.

James Hopkins
Nonmetallic Minerals Division

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 13 1953

July 10, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2989, Mica, Riddle and Hipps Mine, Buncombe County North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is non-strategic.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

July 3, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2989 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: L. M. Riddle and F. W. Hipps.
Name of property: Riddle and Hipps mine.
Location of property: Buncombe County, North Carolina (5 mi. SW of Asheville).
Date of field team report: June 23, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton
J. J. Norton

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

June 26, 1953

Memorandum

To: Chairman, Operating Committee, D M EA- Washington

From: Field Team, D M EA- Region 7

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following field examination reports:

DMEA-2989, Riddle & Hipps Mine, (mica) North Carolina

DMEA-2999, H and 3-R Mine, Hunnicutt & Riddle Mining Co. (mica)

The Field Team concurs in the denial of above two applications.

Robert A. Laurence

Robert A. Laurence, Executive Officer
DMEA Field Team, Region 7

Wm. A. Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
7-3-53
(date)

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-2989, RIDDLE & HIPPS MINE
(mica)

Buncombe County, N. C.

BY

Kefton H. Teague, Geologist
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
7-3-53
(date)

June 23, 1953

FIELD TEAM EXAMINATION REPORT
ON

DMEA-2989, RIDDLE AND HIPPS MINE (mica)

Applicants: L. M. Riddle and F. M. Hipps, c/o L. M. Riddle
30 1/2 Broadway, Asheville, N. C.

This deposit contains mostly green mica and the ruby mica is of poor quality. There is no evidence to warrant exploration assistance at this mine.

The property was examined on June 17, 1953. L. M. Riddle, J. G. Riddle and F. M. Hipps accompanied the examiners on the inspection which required two hours.

The Hipps prospect is about five miles southwest of Asheville, and two miles northwest of Enka, Buncombe County, North Carolina. Access is good.

A bulldozer cut has exposed a pegmatite more than 10 feet thick over a strike length of about 25 feet to a depth of 8 feet. It is composed of a medial quartz core 3 to 4 feet thick, bounded on both sides by kaolinized feldspathic pegmatite. The pegmatite trends N. 30° E., dipping steeply southeast. Green, wedge A, spotted mica occurs frozen to the hanging wall of the quartz core. A few scattered blocks of bent, badly cracked, slightly stained ruby mica occurs in the hanging wall zone. It is questionable that any strategic mica could be recovered from this deposit.

The examiners recommend that the application be denied.

June 23, 1953.

Kefton H. Teague, USGS.

L. E. Shirley, USBM.

Zm

FILE COPY
SURNAME:

Feitler
Houk
Martin
Hedges
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

MAY 2 5 1953

Mr. L. M. Riddle
30½ Broadway
Asheville, North Carolina

Re: Docket No. DMEA-2989 - Mica
Riddle & Hipps Mine
Buncombe County, North Carolina

Dear Mr. Riddle:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary.

The Regional Office will contact you at an early date, if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

5-25-53

SAFeitler:fls 5/20/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232, GSA
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk
Martin
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

MAY 2 5 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Building
Knoxville 2, Tennessee

Subject: Docket No. DMEA-2989 - Mica
I. M. Riddle & F. M. Hipps
Riddle & Hipps Mine
Buncombe County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine.

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

Enclosures 4

SAFeitler:fls 5/20/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232, BSAg.
Mr. Houk

30 ½ Broadway
Asheville, N.C.

May 12,1953

Mr Robert E. Adams, Chief
Operations Control and
Statistics Division

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 18 1953

Dear Mr. Adams:

I wish to call to your attention the fact that to date I have not had any further notice of what your office has done in regard to my application for the "Hipps and Riddle Mine." 2989

2999 Also I have no notice of what your office has done in regard to the "Hunnicutt and Riddle 3 R Mine." Both are tied up until I can get some action from your office if you ever reach your goal of 25,000 Tons of Mica you will have to consume less time in processing Applications.

Let me hear from you.

Sincerely,

L.M. Riddle

Mr. Leitner

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 30, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2989, Riddle & Ripps Mine
Macon County, North Carolina

It is suggested that applicant be requested to furnish further information, with reference to a more detailed plan of proposed exploration, maps indicating geological features, and other relative questions not answered adequately in the application.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

April 30, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2989, Riddle & Rippe Mine
Macon County, North Carolina

It is suggested that applicant be requested to furnish further information, with reference to a more detailed plan of proposed exploration, maps indicating geological features, and other relative questions not answered adequately in the application.

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

April 22, 1953

Department of the Interior
Defense Minerals Administration
APR 24 1953

Memorandum

REVIEW OF APPLICATION DMEA-2989 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: L. M. Riddle and F. M. Hipps.
Name of property: Riddle and Hipps mine.
Location of property: Not given on application.
Estimated cost of project: $200.
Summary of applicant's proposal: Applicants plan to explore a mica deposit which they claim to have uncovered by bulldozing.

Sources of information on applicant's property:
Jahns, R. H., Unpublished professional paper on mica deposits of the Blue Ridge province, North Carolina and Georgia.

Comments:

(1) This application is quite inadequate but doubtless it's deficiencies cannot be repaired by any method except to make a field examination.

(2) The location of this property is not given on the application. This property may be the Riddle mine, 2.2 miles N. 9° W. of Spruce Pine, Mitchell County, North Carolina, described by Jahns.

(3) The Riddle mine described by Jahns consists of 4 open cuts which furnish discontinuous pegmatite exposures for 300 ft. along a hillside. The pegmatite contains green mica books as much as 5 inches in maximum diameter.

RECOMMENDATION:
Field team examination.

Basil G. Dean

Basil G. Dean

IN REPLY REFER TO:

G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D.C.

April 22, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2989 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: L. M. Riddle and F. M. Hipps.
Name of property: Riddle and Hipps mine.
Location of property: Not given on application.
Estimated cost of project: $200.
Summary of applicant's proposal: Applicants plan to explore a mica deposit which they claim to have uncovered by bulldozing.

Sources of information on applicant's property:
Jahns, R. H., Unpublished professional paper on mica deposits of the Blue Ridge province, North Carolina and Georgia.

Comments:

(1) This application is quite inadequate but doubtless it's deficiencies cannot be repaired by any method except to make a field examination.

(2) The location of this property is not given on the application. This property may be the Riddle mine, 2.2 miles N. 9° W. of Spruce Pine, Mitchell County, North Carolina, described by Jahns.

(3) The Riddle mine described by Jahns consists of 4 open cuts which furnish discontinuous pegmatite exposures for 300 ft. along a hillside. The pegmatite contains green mica books as much as 5 inches in maximum diameter.

RECOMMENDATION:
Field team examination.

Copy to DMEA (3)

Basil G. Dean

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved
Budget Bureau No. 42-R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1953

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-2989
Metal or Mineral
Date Received 4-20-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: [illegible]

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract [illegible]

(*b*) State any mine name by which the property is known. [illegible]

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise [illegible]

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(a) State the mineral or minerals for which you wish to explore Mica and other Minerals

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within 30 days and be completed within 24 months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

[X] Money [X] Use of equipment owned by you [X] Other Bulldozing

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated April 15/83, 195...

F. M. Hipps & Owner & Partner
(Applicant)
By L. M. Riddle Operator & Lessee

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—66551-1

4. (a) Physical Descript[illegible]n. Exploration has been to und[illegible]r vein sufficient to show Mica.

(b) Some Mica has been taken while bulldozing.

(c) There was Mica taken from the vein during depression days from out croppings from the veins and with my own observation led me to believe there was Mica to be found.

(d) A good all weather road to accessible trucks and machinery can reach this mine without any extra cost.

(e) Mica will be sold at Spruce Pine, N.C. Supplies will be bought or leased in Asheville, N.C. Local Man Power will be used.

5. (a) Mica

(b) We propose to explore for Mica, there is a possibility of other minerals on the lands but have not been explored.

(c) The work will start as soon as this application is approved.

(d) My operation experience is building and construction . Am experienced in handling men and machinery such as we will need to use in mining.

6. (a) Estimate of Cost. We have spent $ 200.00 for bulldozing.

(b) I figure it cost $ 200.00 to complete the exploration, No independent contracts.

(c) Power and water is at hand.

(d) Operating equipment will be bought or leased as the work progresses.

(e) Basement of Mirus residence will be used to store and work Mica, no extra cost attached.

(f) None

(g) Workman compensation will be taken out and Employers Liability Insurance .

(h) $100.00

7. (a) Moe

(b) Money, Labor , Supervision.

April 20, 1953

Mr. L. M. Riddle
30½ Broadway
Ashville, N. C.

Subject: DMEA-2989
Re: Exploration Assistance
Riddle & Hipps Mine

My dear Mr. Riddle:

The receipt of your application dated April 15, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2989 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2989 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS
Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1953

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-2989
Metal or Mineral
Date Received 4-20-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: L.M. Riddle, 30½ Broadway
F.M. Hipps, Owner of Property, Partnership

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract
F.M. H ipps, is owner of the property
L.M Riddle as operator rights coverd by lease

(*b*) State any mine name by which the property is known. Riddle & Hipps Mine

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Hipps, Owner
Riddle, Lessee.

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(a) State the mineral or minerals for which you wish to explore Mica and other Minerals

(b) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(c) The work will start within 30 days and be completed within 2 years months from the date of an exploration project contract.

(d) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(a) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(b) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(c) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(d) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(e) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(f) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(g) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(h) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (a) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(b) How do you propose to furnish your share of the costs?

☒ Money ☒ Use of equipment owned by you ☒ Other Bulldozing

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated April 15th, 1953

L. M. Riddle & Assoc
(Applicant)

By L. M. Riddle Lessee

304 Broadway

Asheville N. C.

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—66551-1

4. (a) Physical Descri[illegible]on. Exploration has been to u[illegible]ver vein sufficient to show Mica.

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(d) A good all weather road is accessable trucks and machinery can reach this mine without any extra cost.

(e) Mica will be sold at Spruce Pine, N.C. Supplies will be bought or leased in Asheville, N.C. local Man Power will be used.

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(d) My operation experince is building and construction . Am experienced in handling men and machinery such as we will need to use in mining.

6. (a) Estimate of Cost, We have spent $ 100.00 for bulldozing.

(b) I figure it cost $ 100.00 to complete the exploration, No independent contracts.

(c) Power and water is at hand.

(d) Operating equipment will be bought or leased as the work progresses.

(e) Basement of Hipps residence will be used to store and work Mica, no extra cost attached.

(f) None

(g) Workman compensation will be taken out and Employers Liability Insurance .

(h) $100.00

7. (a) Yes

(b) Money, Labor , Supervision.

MF104 - $4,000 = limit

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Copy

This contract and Agreement made and entered into this 25th day of March, 1953 by and between F.M. Hipps, party of the first part, and L.M. RIDDLE , party of the second part, both of Buncombe County, North Carolina.

WITNESSETH:

That Whereas, the said F .M. Hipps , party of the first part is the owner of a certain tract of land, lying and being in Ivy Township, Buncombe County, North Carolina, More particularly bounded and described as follows:

On South Fork, Buncombe County, North Carolina;
Adjoining lands of M.V. Stamper, Ellis Edwards, Et Al.
BEGINNING at a large red oak A.V. Stamper and Sylvester Mellon's corner runs south 40 deg. west with said Mellon's line and Edward's line 80 poles and 12 links to a stake and pointers; thence with Duckworth's line north 87 deg. west 51 poles and 7 links to a small dogwood in Penland's line; thence with said line north 3 deg. east 81 poles to a stake A.V. Stamper line; thence with the same South 86 deg.east 48 poles to the Beginning; containing 25 acres more or less and being the same lands conveyed by W.F. Chapman and wife, Ma-ie Chapman to W.S. Hipps and registered in Book 133 at page 365 and also, being the same lands described in a deed from W.F. Hipps and wife, to F .M. Hipps and wife, Stella Hipps dated August 28,1935 and recorded in Book 175, page 206.

And whereas, the said parties hereto have agreed that they will prospect and develop and operate, if such is feasible, the above described property as mining property and mine, dig, mill, process and remove all minerals, ores, clays, earths and stones now in, under or upon said land according to the following terms and conditions:

The said mining operations to be operated jointly, the said party of the first part to furnish the land and the party of the second part to supervise and operate the mining and to do all things necessary to operate the property as a mining project.

The said party of the first part to receive a royalty of 8% of the gross receipts of all mica and any and all other minerals, ores, clays, or any other mineral products.

The parties hereby agree that all expenses and proceeds after the payment of the 8% royalty referred to above, shall be shared equally between the parties hereto and that any money advance by the said P.H. Hayes would be first repaid to him and thereafter monies or proceeds shall be shared equally.

This contract shall continue for a period of five years from the date hereof unless sooner terminated by mutual agreement.

The said party of the second part shall keep a correct and itemized record of all operations and transactions under this contract and agreement and such records may be at any time inspected by the said party of the first part.

It is further understood and agreed that the royalties and proceeds due under said contract shall be paid monthly. That so long as this contract and agreement shall remain in force, the said L.L. Riddle, party of the second part shall have:

(a) The right to construct and place upon said lands, buildings and machinery and remove the same.

(b) The right to cut and use wood said lands for the purposes herein set out, but at her standing thereon at the time of such use.

(c) The right to dam, divert and use the water in any stream upon said land.

(d) The right to construct and maintain roads in such location as the said party of the second part may deem necessary and convenient, said roads to be constructed so as to do the least possible damage.

There is located upon said property a dwelling house which is not to be disturbed or moved without consent in writing of the party of the first part.

IN TESTIMONY WHEREOF, the said parties have hereto set their hands seals, the day and year first above written.

This contract executed in duplicate. _____ (SEAL)

L. M. Riddle _____ (SEAL)

STATE OF NORTH CAROLINA,

COUNTY OF BUNCOMBE.

I, _____ do hereby certify that P.M. Sipes and L.M. Riddle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 11th day of March, 1953.

_____
Notary Public

My Comm. expires
April 3,1954

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of N.C., County of Buncombe described as follows:1/

Lease

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ F. M. Hipps owner & Partner
L. M. Riddle operator

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 4000, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 18 day of april, 1952.

F. M. Hipps owner & Partner [Seal]
L. M. Riddle operator [Seal]
[Seal]

1/ Either (a) insert the legal description of the land, or (b) ~~strike out the words "as follows"~~ and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book 475 page 206 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of NC, County of Rockcombe, described as follows:1/

Lease

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ F.M. Hipp owner
L.M. Riddle Lessee operator

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 4000, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 15 day of April, 1953.

F.M. Hipp owner & Partner [Seal]
L.M. Riddle Lessee operator [Seal]
[Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the ~~words "as follows"~~ and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book 475 page 206 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of N.C., County of Beaufort described as follows:1/

Lease

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ F. M. Hiffer owner & Partner
and L. M. Riddle operator

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 4000, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 15 day of April, 1953.

F. M. Hiffer owner & Partner [Seal]
L. M. Riddle Lessee & operator [Seal]
[Seal]

1/ Either (a) insert the legal description of the land, or (b) ~~strike out the~~ words "as follows" ~~and insert~~ "in a lease [or contract, deed, or other document] dated 4/15/53, and recorded in book 495 page 206 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of ~~Arizona~~ N.C., County of Buncombe, described as follows:1/

Lien

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ F.M. Hiffer owner & L.M. Biddle Operator

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 4000, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 15 day of april, 1953.

F M Hiffer owner & Partner [Seal]

L M Biddle operator [Seal]

[Seal]

1/ Either (a) insert ~~the legal~~ description of the land, or (b) ~~strike out the words "as follows"~~ and insert "in a lease [or contract, deed, or other document] dated 4/15/53, and recorded in book Book 16 page 206 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

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