DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3031

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

Exploration Assistance

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Copies to USGS, USBM and Region VII.

Routing Slip

To:	Code 600; Rm. 4637	Date	5/11/53
To:	Robertson	Date	5/13/53
To:	Open Comm	Date	7-27-53
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CONTROLLED DOCUMENT

R

JUL 2 8 1953 600

Mr. M. S. Zigler

Gay, North Carolina

Re: Docket No. DMEA-3031 - Mica
Dead Timber Ridge Mine
Jackson County, North Carolina

Dear Mr. Zigler:

Your application for aid for an exploration project and other data available to us in Washington concerning your mine 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

Administrator

JTRobertson:gad 7/23/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

✓ [illegible] M. S. ZIGLER, GAY, NORTH CAROLINA. Dead Timber Ridge [illegible] Jackson County, North Carolina. Letter to the Applicant denying the application. 7-27-53 #247

12

600

July 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-3031 - Mica
Property: Dead Timber Ridge Mine
7 miles S 10° W of Sylva
Jackson County, North Carolina
Being land deeded, March 15, 1890,
from A. A. Isbell to W. F. Tompkins,
County Records Book 14, Page 522
Applicant: M. S. Zigler (a lessee)
Gay, North Carolina
Amount requested: $11,532.50
No contract: Application denied

A denial

Docket Summary

5/11/53 Received application, MF-103
5/11/53 Acknowledged receipt of application
5/14/53 Memo received from Basil G. Dean, U. S. G. S. suggesting a field referral of application.
5/14/53 Memo received from W. F. Dietrich, U. S. B. M suggesting a field referral of application.
5/18/53 Memorandum from the field team recommending a denial.

Comments:

The subject mine is the same one denied exploration assistance July 13, 1952 under former docket DMEA-2527. The present application DMEA-3031 provides no new reasons for modifying the former conclusions.

In a memorandum, May 14, 1953, the regional office is quite emphatic in its opposition to this case. The memorandum concludes with the following:

"Any of the old Dexter Hall leases should be re-denied immediately upon receipt of a new application unless applicant submits good evidence of new work or new geologic information".

The Nonmetallic Minerals Division is in agreement with the above and recommends a denial of this application. A form letter of denial is submitted herewith for approval.

JTRobertson:dec 7/21/53
Copy to: Admr. R. File
Docket File
Mr. Houk

Jasper T. Robertson
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

May 13, 1953

Memorandum

SUBJECT: APPLICATION DMMA-3031 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: M. S. Zigler, Gay, North Carolina.
Name of property: East Timber Ridge mine.
Location of property: 7 miles S 10° W of Sylva, Jackson County, North Carolina.
Estimated cost of project: $11,532.50.
Summary of applicant's proposal:
Three 100 foot adits.
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) The applicant claims to have exposed a large section of mica-bearing pegmatite by recent bulldozing on the property.
(2) According to Jahns the accessible workings exposed a zoned pegmatite 4 to 8 feet thick. The dumps contain blocks of massive quartz fringed by book mica. Some book mica is also concentrated near the hanging-wall contact. Most of the mica is cracked and wavy. Some books are ruled.
(3) The lease on this property was transferred to the applicant by Frank Bierman on January 7, 1953.

RECOMMENDATIONS:
Field team examination.

Basil G. Dean

Basil G Dean:bbk
5/13/53
cc: Director's reading file 4212
Branch
DMMA (3)
files G-232

IN REPLY REFER TO:

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

May 13, 1953

Memorandum

[illegible] APPLICATION [illegible]-3031 (mica)

To: L. [illegible] Louk, Defense Minerals Exploration Administration.
From: Basil G. Bean, U. S. Geological Survey.
Applicant: M. [illegible] Zigler, Cay, North Carolina.
Name of property: Bad Timber Ridge mine.
Location of property: 7 miles S 10° W of Sylva, Jackson County, North Carolina.
Estimated cost of project: $11,532.50.
Summary of applicant's proposal:
Three 100 foot adits.
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) The applicant claims to have exposed a large section of mica-bearing pegmatite by recent bulldozing on the property.
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(3) The lease on this property was transferred to the applicant by Frank Morrow on January 7, 1953.
RECOMMENDATION:
Field team examination.

Basil G. Bean

Basil G Bean:bbk
5/13/53
cc: Director's reading file 4212
Branch
DMEA (3)
Files G-232

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

GEOLOGICAL SURVEY

C O P Y

May 19, 1953

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: D. M. Larrabee, U. S. Geological Survey

Subject: DMEA dockets 2993, 2994, 2995, 2996, and 3031

Recent information from the Field Team Executive Officer, Region 7, makes it advisable to amend our earlier memoranda on the above dockets. The amendments follow:

2993 be submitted to field team for their review. It may be unnecessary to make a field examination.

2994 denial - previously denied under docket 2224, and no new information.

2995 denial - previously denied under docket 2212, and no new information.

2996 same action as 2993.

3031 denial - previously denied under docket 2527, and no new information.

D. M. Larrabee

Larrabee:jeh
5/19/53
cc. Director's reading 4212
Branch 4211
Branch reading 4212
DMEA (3)
Larrabee G-230

IN REPLY REFER TO:
G-MD-CNM

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

Department of the Interior
Defense Minerals Administration
MAY 20 1953

May 19, 1953

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: D. M. Larrabee, U. S. Geological Survey

Subject: DMEA dockets 2993, 2994, 2995, 2996, and 3031.

Recent information from the Field Team Executive Officer, Region 7, makes it advisable to amend our earlier memoranda on the above dockets. The amendments follow:

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3031 denial - previously denied under docket 2527, and no new information.

D. M. Larrabee

Larrabee:jeh
5/19/53
cc.Director's reading 4212
Branch 4211
Branch reading 4212
DMEA (3)
Larrabee G-230

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 15 1953

May 14, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3031, Mica, Dead Timber Ridge Mine
Jackson County, North Carolina

The Geological Survey (Professional Paper 225, p. 62) tested 17 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as pale crimson brown, generally acceptable as ruby mica. On the basis of this fact, a field team investigation is recommended.

Signed

W. F. Dietrich

IN REPLY REFER TO:

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

May 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAY 14 1953

Memorandum

REVIEW OF APPLICATION DMEA-3031 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: H. S. Zigler, Cay, North Carolina.
Name of property: Dead Timber Ridge mine.
Location of property: 7 miles S 10° W of Sylva, Jackson County, North Carolina.
Estimated cost of project: $11,532.50.
Summary of applicant's proposal:
Three 100 foot adits.
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) The applicant claims to have exposed a large section of mica-bearing pegmatite by recent bulldozing on the property.
(2) According to Jahns the accessible workings exposed a zoned pegmatite 4 to 8 feet thick. The dumps contain blocks of massive quartz fringed by book mica. Some book mica is also concentrated near the hanging-wall contact. Most of the mica is cracked and wavy. Some books are ruled.
(3) The lease on this property was transferred to the applicant by Frank Sierema on January 7, 1953.

RECOMMENDATION:
Field team examination.

Basil G. Dean

Basil G Dean:bbk
5/13/53
cc: Director's reading file 4212
Branch
DMEA (3)
files G-232

FILE COPY
SURNAME:

Robertson
Houk
Thompson
Cantril
~~Dodge~~
~~Selfridge~~
Gilbertson

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

600

JUL 28 1953

Mr. M. S. Zigler

Gay, North Carolina

Re: Docket No. DMEA-3031 - Mica
Dead Timber Ridge Mine
Jackson County, North Carolina

Dear Mr. Zigler:

Your application for aid for an exploration project and other data available to us in Washington concerning your mine 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 (for)

Administrator

JTRobertson:gad 7/23/53
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.G. 7-28-53

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

July 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-3031 - Mica
Property: Dead Timber Ridge Mine
7 miles S 10° W of Sylva
Jackson County, North Carolina
Being land deeded, March 15, 1890,
from A. A. Isbell to W. F. Tompkins,
County Records Book 14, Page 522
Applicant: M. S. Zigler (a lessee)
Gay, North Carolina
Amount requested: $11,532.50
No contract: Application denied

A denial

Docket Summary

5/11/53 Received application, MF-103
5/11/53 Acknowledged receipt of application
5/14/53 Memo received from Basil G. Dean, U. S. G. S. suggesting a field referral of application.
5/14/53 Memo received from W. F. Dietrich, U. S. B. M suggesting a field referral of application.
5/18/53 Memorandum from the field team recommending a denial.

Comments:

The subject mine is the same one denied exploration assistance July 13, 1952 under former docket DMEA-2527. The present application DMEA-3031 provides no new reasons for modifying the former conclusions.

In a memorandum, May 14, 1953, the regional office is quite emphatic in its opposition to this case. The memorandum concludes with the following:

"Any of the old Dexter Hall leases should be re-denied immediately upon receipt of a new application unless applicant submits good evidence of new work or new geologic information".

The Nonmetallic Minerals Division is in agreement with the above and recommends a denial of this application. A form letter of denial is submitted herewith for approval.

Jasper T. Robertson
Jasper T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME: 90

Robertson
Houk
Thomas

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

July 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMMA-3031 - Mica
Property: Dead Timber Ridge Mine
7 miles S 10° W of Sylva
Jackson County, North Carolina
Being land deeded, March 15, 1890,
from A. A. Isbell to W. F. Tompkins,
County Records Book 14, Page 522
Applicant: M. S. Zigler (a lessee)
Gay, North Carolina
Amount requested: $11,532.50
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5/18/53 Memorandum from the field team recommending a denial.

Comments:

The subject mine is the same one denied exploration assistance July 13, 1952 under former docket DMMA-2527. The present application DMMA-3031 provides no new reasons for modifying the former conclusions.

In a memorandum, May 14, 1953, the regional office is quite emphatic in its opposition to this case. The memorandum concludes with the following:

"Any of the old Dexter Hall leases should be re-denied immediately upon receipt of a new application unless applicant submits good evidence of new work or new geologic information".

The Nonmetallic Minerals Division is in agreement with the above and recommends a denial of this application. A form letter of denial is submitted herewith for approval.

SIGNED
Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:dec 7/21/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R.C. 7-28-53

Mr. Robertson

IN REPLY REFER TO:

G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 2 1953

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

May 19, 1953

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: D. M. Larrabee, U. S. Geological Survey

Subject: DMEA dockets 2993, 2994, 2995, 2996, and 3031.

Recent information from the Field Team Executive Officer, Region 7, makes it advisable to amend our earlier memoranda on the above dockets. The amendments follow:

2993 be submitted to field team for their review. It may be unnecessary to make a field examination.

2994 denial - previously denied under docket 2224, and no new information.

2995 denial - previously denied under docket 2212, and no new information.

2996 same action as 2993.

3031 denial - previously denied under docket 2527, and no new information.

D M Larrabee

D. M. Larrabee

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 15 1953

May 14, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3031, Mica, Dead Timber Ridge Mine
Jackson County, North Carolina

The Geological Survey (Professional Paper 225, p. 62) tested 17 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as pale crimson brown, generally acceptable as ruby mica. On the basis of this fact, a field team investigation is recommended.

Signed

W. F. Dietrich

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAY 15 1953

May 14, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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Jackson County, North Carolina

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W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

May 14, 1953

MAY 18 1953

Memorandum

To: Operating Committee, D M E A Washington, D. C.

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

Subject: DMEA-3031, Dead Timber Ridge Mine, M. S. Zigler, applicant (mica)

We have just received from Mr. Adams a copy of the subject application. This is the same Dead Timber Ridge Mine as the one applied for by Dexter Hall, Docket No. DMEA-2527.

On July 13, 1952, a field examination report recommending denial of DMEA-2527 was submitted, and on August 29, the applicant was informed of the denial.

There is nothing in the new application to indicate that any new work has been done, or that any reason exists to modify the conclusions expressed in the field examination report of 1952. Therefore, it is our recommendation that denial of the new application be made promptly.

This application was made for Mr. Zigler by Frank T. Siersma of Franklin, N. C., who also made the earlier application for Dexter Hall. With full knowledge of the history of DMEA-2527, Mr. Siersma bought the lease from Dexter Hall on November 25, 1952, sold it (along with about a dozen other similar ones) to Mr. Zigler on January 7, 1953. Without telling Mr. Zigler of this earlier history and without even a reference to the earlier docket number in the current application, Mr. Siersma made out and submitted Mr. Zigler's application - for a fee, of course.

We submit that this whole transaction, and others like it, indicate that Mr. Siersma is much more interested in selling leases and filling out applications, for a fee, than he is in exploring for strategic mica, and that evidence to that effect is now sufficiently strong to cast immediate suspicion on any application filed by him, either for himself or for other parties. Any of the old Dexter Hall leases should be re-denied immediately upon receipt of a new application, unless applicant submits good evidence of new work and new geologic information.

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 15 1953

May 14, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3031, Mica, Dead Timber Ridge Mine
Jackson County, North Carolina

The Geological Survey (Professional Paper 225, p. 62) tested 17 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as pale crimson brown, generally acceptable as ruby mica. On the basis of this fact, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

May 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 14 1953

Memorandum

REVIEW OF APPLICATION DEMA-3031 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: M. S. Zigler, Gay, North Carolina.
Name of property: Dead Timber Ridge mine.
Location of property: 7 miles S 10°W of Sylva, Jackson County, North Carolina.
Estimated cost of project: $11,532.50.
Summary of applicant's proposal:
Three 100 foot adits.
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) The applicant claims to have exposed a large section of mica-bearing pegmatite by recent bulldozing on the property.
(2) According to Jahns the accessible workings exposed a zoned pegmatite 4 to 8 feet thick. The dumps contain blocks of massive quartz fringed by book mica. Some book mica is also concentrated near the hanging-wall contact. Most of the mica is cracked and wavy. Some books are ruled.
(3) The lease on this property was transferred to the applicant by Frank Siersma on January 7, 1953.
RECOMMENDATION:
Field team examination.

Basil G. Dean
Basil G. Dean

May 11, 1953

Mr. M. S. Zigler
Gay (Jackson Co.)
North Carolina

Subject: DMEA-3031
Re: Exploration Assistance
Dead Timber Ridge Mine

My dear Mr. Zigler:

The receipt of your application dated April 28, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3031 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3031 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operation's Control
and Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 11 1953

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

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-3031
Metal or Mineral
Date Received 5/11/53
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:

M. S. ZIGLER
GAY (JACKSON CO.)
NORTH CAROLINA

(*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 BEING the lands conveyed by deed dated March 15, 1890, from A. A. Isbell to W. F. Tompkins, known as Dead Timber Ridge Mine, and recorded in the office of the Register of Deeds for Jackson County, N. C., in Book 14 at page 522.

(*b*) State any mine name by which the property is known. DEAD TIMBER RIDGE MINE

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise 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. COPY OF LEASE & OWNER'S CONSENT TO LIEN (6) ATTACHED

(*e*) If you own the land, describe any liens or encumbrances on it

(*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*) [redacted]e the mineral or minerals for which you wish to explore STRATEGIC MICA

(*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 ..... days and be completed within ..... 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)? YES

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

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

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 28th, 1953

M. S. ZIGLER
(Applicant)

By Charles D. Zigler
Manager

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

MF-103 (4/28/53) M. S. ZIGLER GAY, N. C.

- MICA -
DEAD TIMBER RIDGE MINE
JACKSON COUNTY

1. Applicant is an individual. C. D. Zigler is Manager with full right to execute all instruments.

3. Copy of lease, assignments & Owner's Consent to Lien - attached.

4. This mine has been worked for many years with hand tools but considerable sales have been made to the Asheville Mica Company. Recently a large section of the pegmatite was bulldozed to expose the vein, 7 feet wide, several hundred feet long. Mica blocks, to 6" x 10" are in sight. To all appearences there is a tremendous quanity of strategic ruby mica in this property.

   Located about 10 miles southeast of Dillsboro, the shipping point.

   Sufficient manpower, etc., is available for the project.

5. It is proposed to drop 35 feet below the dozer-cut level and lead three (3) tunnels into the pegmatite; each 100 feet long.

   Will start upon signing of contract and complete within 40 working days with two (2) shifts.

   Charles D. Zigler, applicant's son and manager, has not had a great deal of experience in mica mining, but is a business executive. However, his superintendent is Dexter Hall, a native of the district - fully versed in all phases connected with the mining, processing, etc., of mica. He has more than 20 years experience in the pegmatites of this area.

   At applicant's own expense, a tunnel is now being constructed in the nearby Painter Knob Mine for a distance of 215 feet (175 feet have been completed). Applicant holds leases on several mines in this district which have been examined, tested and proven to contain commercial reserves; therefore desires exploratory aid to place all in operation and reach production, in maximum quantities, as quickly as possible.

   Sketches attached show locations of Dead Timber Ridge Mine and other mines held by applicant, past work and proposed exploration.

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MF-103 (4/28/53) M. S. ZIGLER GAY, N.C.

- MICA -
DEAD TIMBER RIDGE MINE
JACKSON COUNTY

ANSWERS TO QUESTION NO. 6

(a)	Bulldozing to clear tunnel facing (3), 40 hours @ $12.00 per hour	$480.00	$ 480.00
(b)	1 Working Foreman, 40 days @ $12.00	480.00	
	6 Miner-Drillers 40 " @ 10.00 each	2400.00	
	6 Muckers 40 " @ 8.00 "	1920.00	
	Supervisor 20 " @ 15000	300.00	5,100.00
(c)	Hand Tools, picks, shovels, hammers, saws, axes, whellbarrows, etc.	150.00	
	14 Lamps & Carbide	85.00	
	14 Miners Hard Hats	87.50	
	40 pcs. Steel @ $6.00 average	240.00	
	1500 Timkin Bits @ 42¢	630.00	
	40 cases Explosives @ $13.50	540.00	
	Exploders & Blasting Machine	200.00	
	Timber, props, legging, etc.	450.00	2,382.50
(d)	Rent, 2 105 cfm Compressors, 2 months	700.00	
	3 Jackhammers 2 "	240.00	
	Purchase, ~~450~~ 800' track, tram cars (3) etc.	1000.00	1,940.00
(e)	None.		
(f)	Tool & Equipment House (2)	350.00	
	Explosive Storage House	80.00	430.00
(g)	Accounting	80.00	
	Compensation & Liability Insurance	450.00	
	Payroll Taxes	120.00	650.00
(h)	Contingencies - approx. 5%	550.00	550.00
	TOTAL ESTIMATED COSTS		11,532.50

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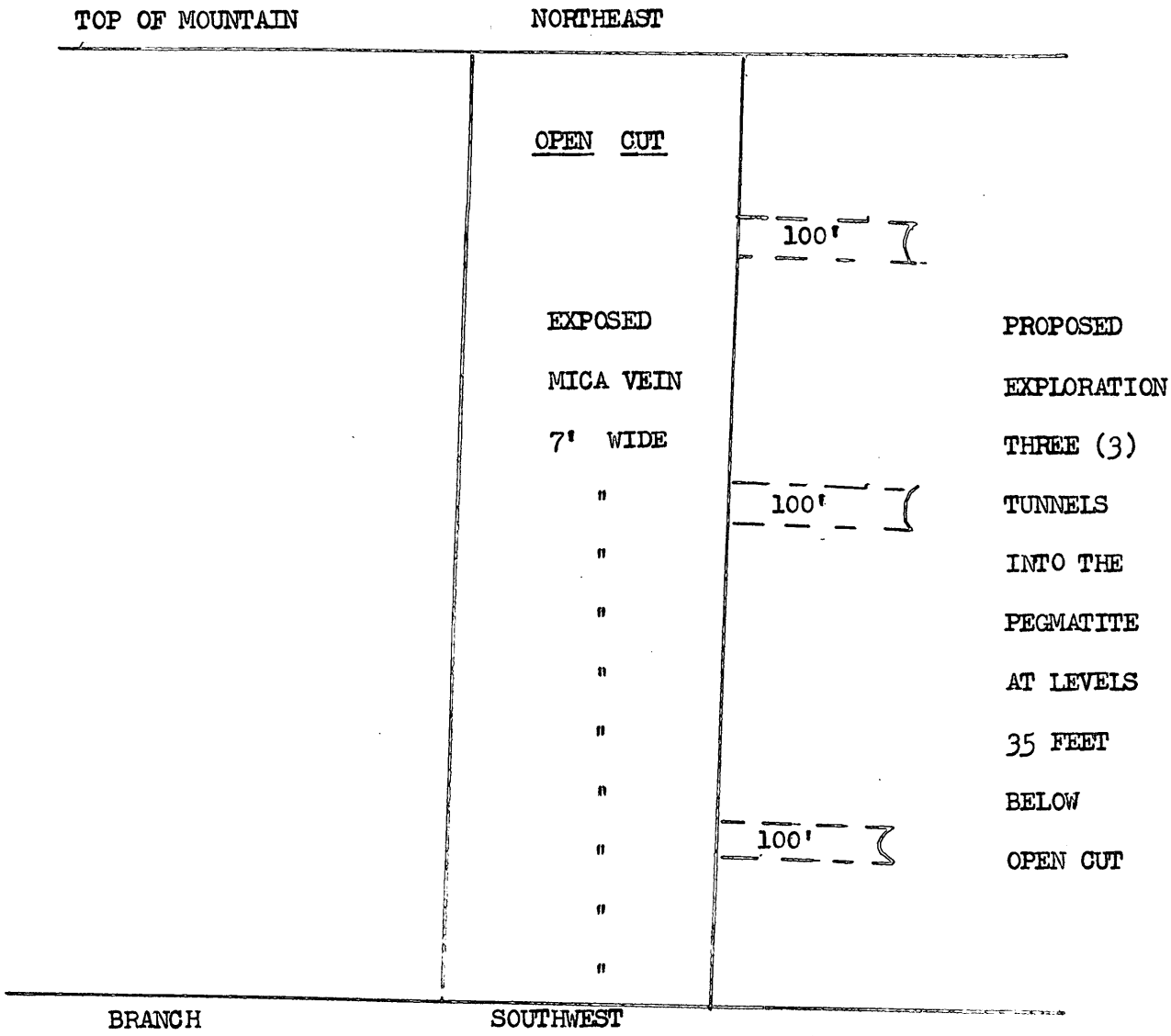
MF-103 (4/28/53) M. S. ZIGLER GAY, N. C.

- MICA -
DEAD TIMBER RIDGE MINE
JACKSON COUNTY

PAST WORK & PROPOSED EXPLORATION



JACKSON COUNTY, NORTH CAROLINA.

C O P Y

THIS LEASE AGREEMENT, made and entered into this 25th day of February, 1952, by and between EMILY WEIGH TOMPKINS and ANNIE TOMPKINS, parties of the first part, being the only heirs of W. F. Tompkins, and DEXTER HALL, party of the second part, all of Jackson County, North Carolina,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth the said parties of the first part have let and leased unto the party of the second part, his heirs and assigns, the exclusive right and privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Jackson County, State of North Carolina, and more particularly described as follows:

BEING the lands conveyed by deed dated March 15, 1890, from A. A. Isbell to W. F. Tompkins, known as Dead Timber Mica Mine, and recorded in the office of the Register of Deeds for Jackson County in Book 14, page 522.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a period of five (5) years from date hereof; however, it is mutually agreed that, upon compliance with its terms and conditions, same shall be extended.

2. As rental or royalty, the party of the second part shall pay to the parties of the first part a sum equal to 12% of all sheet pattern or block mica, Two Dollars per ton for all scrap mica and the usual royalty for all other minerals mines and sold from said property.

3. All royalties shall be paid on the 20th day of each calendar month following the production, sale and receipt of the sale price of mined minerals.

4. The party of the second part shall keep an accurate record of all sales and the same shall be open to the inspection of the parties of the first part.

5. The party of the second part, his heirs and assigns, agree to conduct mining operations upon said property for a period of not less than eight months each year this lease remains in force and effect.

6. In the event the party of the second part should apply for a government loan to prospect or operate this property the parties of the first part hereby authorize Dexter Hall to execute any required agreements in connection with same, in the name of the parties of the first part and as their Attorney in Fact and in such event, the provisions stated in paragraph 5 above shall be subject to said agreements.

7. So long as this lease remains in force the parties of the first part, their heirs and assigns, grant unto the party of the second part, his heirs and assigns the following rights and provileges:- (a) the right to use the surface of said lands to the full extent that such use is reasonable, convenient or necessary in mining and removing the minerals from said lands and to use any portion of said surface for the purpose of dumping mine refuse and tailings; (b) the right construct and place upon said lands buildings and machinery and to remove same; (c) the right to cut and use any standing timber thereon at the time of such use; (d) the right to use any water... (e) the right to construct and maintain roads, etc., and complete right of ingress, egress etc., (f) the right to do all things convenient and reasonable necessary as usual in mining operations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

C O P Y

NORTH CAROLINA, MACON COUNTY

I, DEXTER HALL, of Jackson County, North Carolina, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, hereby sell, assign and transfer to FRANK SIERSMA all my right, title and interest in and to the following described lease:

> BEING the lease executed to me on February 25, 1952, from Emily Weigh Tompkins, et al, and recorded in the office of the rigister of deeds for Jackson County, N. C., in Book 189 at page 402.

IN WITNESS WHEREOF, I HAVE hereunto set my hand and seal this 25th day of November, 1952.

- - - -

NORTH CAROLINA, MACON COUNTY

I, FRANK SIERSMA, of Macon County, North Carolina, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, do hereby sell, assign and transfer to M. S. ZIGLER all my right, title and interest in and to the following lease:

> BEING the lease executed February 25, 1952, from Emily Weigh Tompkins, et al, to Dexter Hall, and recorded in the office of the Register of Deeds for Jackson County, North Carolina, in Book 189, at page 402, which lease was assigned to me by Dexter Hall on November 25, 1952, and said assignment is attached hereto and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 7th day of January, 1953.

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BOTH ABOVE ASSIGNMENTS WERE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JACKSON COUNTY, N. C., ON MARCH 10, 1953, IN BOOK 198 AT PAGE 95.

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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 NORTH CAROLINA, County of JACKSON, described as follows:1/

BEING the lands conveyed by deed dated March 15, 1890, from A. A. Isbell to W. F. Tompkins, known as Dead Timber Ridge Mine, and recorded in the office of the Register of Deeds for Jackson County, N. C. in Book 14, page 522.

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/ M. S. ZIGLER
GAY
NORTH CAROLINA

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/$ 15,000.00, 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 28th day of April, 1953.

Emily W. Tompkins [Seal]
Ernest L. Tompkins [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 _____ page _____ 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 [illegible], County of [illegible], described as follows:1/

[illegible]

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/ [illegible]

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/$ [illegible], 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 [illegible] day of [illegible], 195[illegible].

Emily M. Tomkins [Seal]

Arnold L. Tomkins [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 _____ page _____ 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 NORTH CAROLINA, County of JACKSON, described as follows:1/

BEING the lands conveyed by deed dated March 15, 1890, from A. A. Tobell to E. E. Tompkins, known as Deed Timber Ridge Mine, and recorded in the office of the Register of Deeds for Jackson County, N. C. in Book 14, page 522.

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/ U. S. MINES

CAY

NORTH CAROLINA

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/$ 15,000.00, 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 28th day of April, 1959.

Emily W. Tompkins [Seal]

Cordie D. Tompkins [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 _____ page _____ 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.

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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 NORTH CAROLINA, County of JACKSON, described as follows:1/

BEING the lands conveyed by deed dated March 15, 1890, from A. A. Isbell to W. F. Tompkins, known as Dead Timber Ridge Mine, and recorded in the office of the Register of Deeds for Jackson County, N. C. in Book 14, page 522.

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/ M. S. ZIGLER
GAY
NORTH CAROLINA

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/$15,000.00, 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 28th day of April, 1953.

Emily W. Tompkins [Seal]
Cecilia L. Tompkins [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 _____ page _____ 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 [illegible], County of [illegible], described as follows:1/

[illegible]

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/ [illegible]

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/$ [illegible], 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 [illegible] day of [illegible], 195[illegible].

Emily W. Tomlinson [Seal]

Dorothy L. Tomlinson [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 _____ page _____ 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.

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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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MF-203

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2/_____

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_____

hereinafter called the "Operator"; and

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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 _____ day of _____, 195 __.

Emily W. Tompkins [Seal]

Arthur L. Thompkins [Seal]

_____ [Seal]

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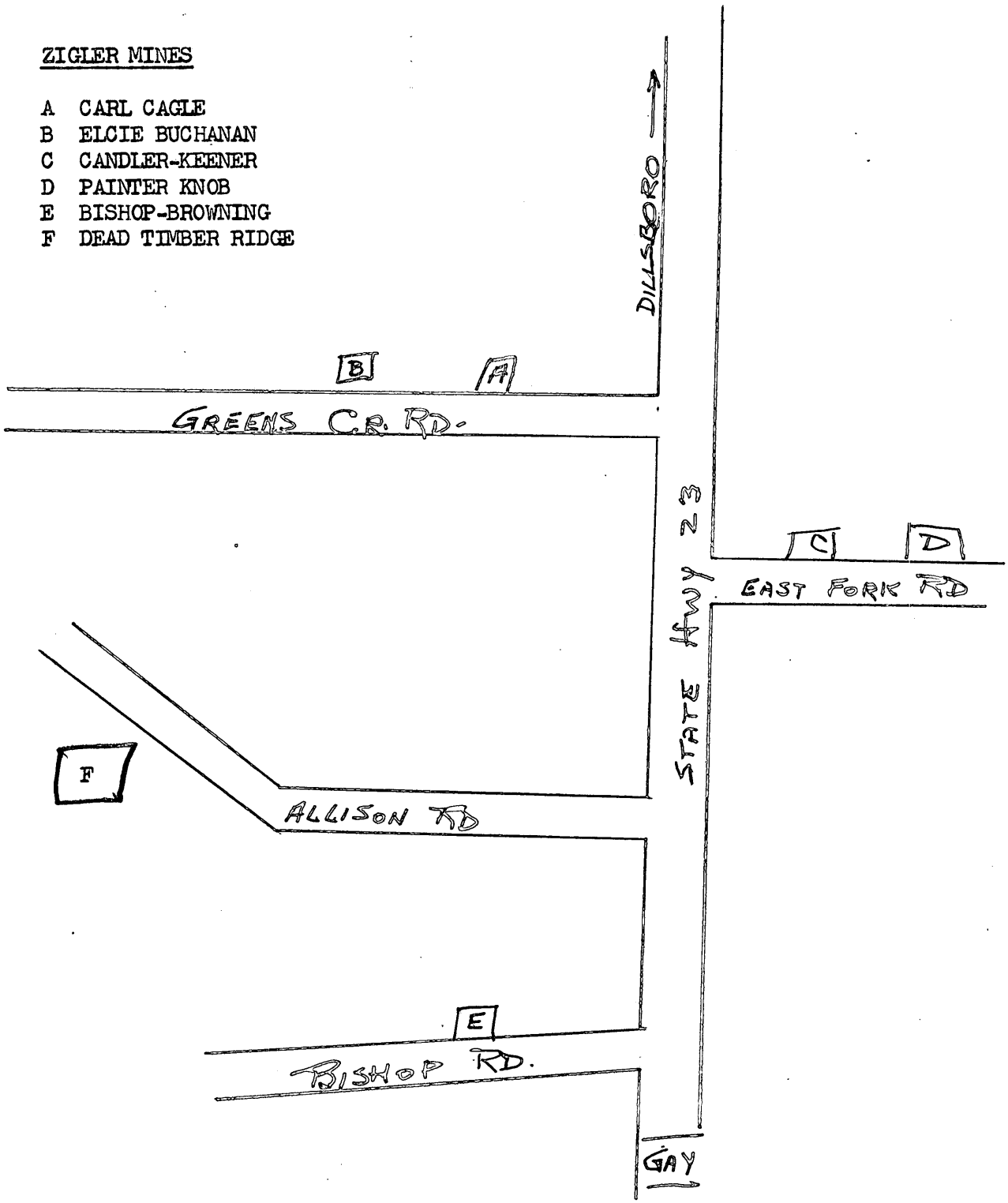
DMEA - 3031

MF-103 (4/28/53) M. S. ZIGLER GAY N. C.

- MICA -
DEAD TIMBER RIDGE MINE
JACKSON COUNTY

ZIGLER MINES

A CARL CAGLE
B ELCIE BUCHANAN
C CANDLER-KEENER
D PAINTER KNOB
E BISHOP-BROWNING
F DEAD TIMBER RIDGE



1953

1201 NORTH DIVISION STREET
SPOKANE 2, WASHINGTON

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300
(PMGC)

SPOKANE, WASH.
MY 5 5 PM
1953

Contract Administration and Audit Division
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D. C.