DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2937

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.

Routing Slip

CYS TO USBM, USGS AND REGION VII

To:	Code 600 Rm 4637	Date	3/23/53
To:	Feather	Date	3/23/53
To:	Open Comm	Date	4-20-53
To:	[illegible]	Date	5-19-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

✓DMEA-2937 (2220 & 2405)
Mica
Region VII

FRANK SIERSMA, FRANKLIN, NORTH CAROLINA. Wildes Cove Mine (Mudhole Mine), Macon County, North Carolina.
Letter to the Applicant denying the application.

8-19-53
#257

DMEA-2937
(2220 & 2409)
Mica
Region VII

FRANK SIERSMA, FRANKLIN, NORTH CAROLINA. Wildes Cove Mine (Mudhole Mine), Macon County, North Carolina.

5-22-53
No. 219

Memorandum report from the Field, dated May 14, 1953, advising that the field recommendation given on DMEA-2409 is still valid, and suggesting that if an exploration program is approved the work should be converted to a unit basis and any contract specify that competent supervision be employed by the applicant. The report was referred to the Community Group.

DMEA-2937
Y-2055 (2220 & 2409)
Mica
no. 205 Region VII

FRANK SIERSMA, FRANKLIN, NORTH CAROLINA. Wildes Cove Mine, Macon County, North Carolina.

Letter to the Field requesting a review of the data in this mine, and asking for a sampling of the mica should the property merit exploration. Forwarded to the Field were copies of memoranda from the Bureau of Mines and the Geological Survey and a copy of the lease. Letter to the applicant.

August 17, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2937 - Mica
Frank Sierama
Wildes Cove Mine
Macon County, North Carolina

Closing letter: Denial of application attached.

Resume:

Application, submitted March 23, 1953, proposes to explore a mica deposit by sinking a shaft to a depth of 65 feet on a pegmatite and driving two drifts 75' each from the bottom of the shaft at a cost of $5,719.00. Applications on this deposit have been denied under Dockets DMEA-2220 and 2409 primarily because title was obscure. This application is denied because the Nonmetallic Minerals Division concurs with Mr. Larrabee's statement that "No evidence has been produced to indicate that a significant discovery of strategic mica can be made, and the chances are extremely small".

Docket Summary:

6/4/52 Field Team recommends exploration program on this property on Docket No. DMEA-2409 to cost $4,110.00, but also stating they were only "lukewarm" towards the project.

3/25/53 Memorandum from J. J. Norton, USGS, favors denial of application but recommends referral to the field team.

4/7/53 Memorandum from W. F. Dietrich, USBM, favors an exploration program on the basis of field teams recommendation in Field Report on Docket No. DMEA-2409, dated April 16, 1952, and June 4, 1952.

4/1/53 Applicant obtains lease from Bureau of Land Management.

4/16/53 Application referred to Region VII.

5/14/53 Memorandum from Field Team states that recommendations contained in their memorandum of June 4, 1952, on Docket No. DMEA-2409 are still valid. However, work should be converted to unit cost basis as follows:

Preparation of shaft site	$240.00
Tool house 12'x12'	150.00
27-ft. Shaft @ $10.00/ft.	270.00
33 feet of timbered shaft @ $50.00/ft.	1650.00
60 feet of drifts @ $35.00/ft.	1800.00
Estimated Total Cost	$4,110.00

5/22/53 Memo from D. M. Larrabee, USGS, recommends denial because, "No evidence has been produced to indicate that a significant discovery of strategic mica can be made, and the chances are extremely small".

6/1/53 USBM memo recommends exploration program in amount of $4,110.00.

8/12/53 Application denied because of the improbability of making a significant discovery.

SIGNED

James Hopkins
Nonmetallic Minerals Division

JHopkins:gad 8/17/53

Copy to: Admr. R. File
Docket File
Mr. Houk

AUG 2 0 1953 600

Mr. Frank Sierema
P. O. Box 336
Franklin, North Carolina

Re: Docket No. DMEA-2937 - Mica
Wilden Cove Mine
Macon County, North Carolina

Dear Mr. Sierema:

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 lease, 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 lease to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:gad 8/14/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

C
O
P
Y

Telephone 791
Mail Address:
P. O. Box 336

FRANK SIERSMA
Suite 19 Bank Building
Franklin, North Carolina

June 19, 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Re: DMEA-2937
MICA
WILDES COVE MINE

Attention: Mr. C. O. Mittendorf
Administrator

Gentlemen:

Inspection of the property covered in above captioned application was made by the Field Team some weeks ago and it was my impression approval was recommended.

Your records will show that considerable time and effort went into this application becaus it was necessary to secure a lease from the Bureau of Land Management.

I would certainly like to receive a contract to do the exploratory work and trust it can be concluded before the end of this month.

Will you please advise me as to the present status of this application?

Sincerely yours,

/s/ Frank Siersma

Frank Siersma

C
O
P
Y

Telephone 791
Mail Address:
P. O. Box 336

FRANK SIERSMA
Suite 19 Bank Building
Franklin, North Carolina

June 19, 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Re: DMEA-2937
MICA
WILDES COVE MINE

Attention: Mr. C. O. Mittendorf
Administrator

Gentlemen:

Inspection of the property covered in above captioned application was made by the Field Team some weeks ago and it was my impression approval was recommended.

Your records will show that considerable time and effort went into this application becaus it was necessary to secure a lease from the Bureau of Land Management.

I would certainly like to receive a contract to do the exploratory work and trust it can be concluded before the end of this month.

Will you please advise me as to the present status of this application?

Sincerely yours,

/s/ Frank Siersma

Frank Siersma

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

June 1, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2937, Wildes Cove Mine
Macon County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $4,110.

Signed

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CMM

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

May 22, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2937 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Frank Sierema, Franklin, North Carolina.
Name of property: Wildes Cove (Mudhole) mine.
Location of property: 7.6 miles N. 70° W. of Franklin, North Carolina.
Summary of applicant's proposal:
27' shaft
33' timbered shaft
60' drifts
Sources of information on applicant's property:
Field team reports and other correspondence regarding DMEA-2220 and 2409.
Comments: Applications on this deposit have been denied under dockets DMEA-2220 and 2409. It is clearly a border-line case, presently (at least) involving a sub-borderline applicant, as the letter from R. A. Laurence of May 14, 1953 clearly indicates. To our knowledge, the applicant has not mined any strategic mica.

The various applications on this pegmatite have been recommended for denial on December 26, 1951 by D. H. Kupfer, on March 20, 1952 by J. J. Norton, and on June 16, 1952 by Paul Weis.

No evidence has been produced to indicate that a significant discovery of strategic mica can be made, and the chances are extremely small.

RECOMMENDATION: Denial.

D. M. Larrabee

Larrabee;jeh
G-5/22/53
cc:
Director's reading 4212
Branch reading 4212
DMEA (3) ✓
Larrabee G-230

May 14, 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Docket No. DMEA-2937 (mica) Frank Sierema - Applicant
Wildes Cove Mine, Macon County, North Carolina

The recommendations as given in an examination report, dated June 4, 1952, on DMEA-2409 (mica) for this mine are still valid. We would suggest, however, that the work be converted to a unit basis. Thus, the estimated cost will be as follows:

Preparation of shaft site - to include removal of timber and construction of a drainage ditch 2' wide by 3' deep and 75' long around the north side of shaft.....	$240.00
12' x 12 ' tool house.....	150.00
27-foot shaft @ $10.00/ft.	270.00
33 ft. of timbered shaft @ $50.00 per ft.	$1,650.00
60 ft. drifts @ $35.00 /ft.	1,800.00
Estimated Total Cost.....	$4,110.00

Some discussion is in order regarding the applicant. To the best of our knowledge he has not mined any strategic mica, although he has been actively trading in leases in the district for more than two years. Although it cannot be stated postively, it appears that the applicant has used DMEA exploration projects as a selling point in disposing of leases. An example is the Hogg Mine, DMEA-2121X, Idm-E234, a beryl project in Troup County, Georgia. Also, in the case of DMEA-2993, 2994, 2995, and 2996, recent applications filed by M. S. Zigler, at least two, DMEA -2994(DMA-2224) and 2995 (DMA-2212) were denied previously, still Sierema prepared the application knowing that they had already been denied. Also the various trades (?) involved in the Baird Cove Mine, DMEA-2579, Idm-E459, indicates possible types of involvements.

If exploration assistance is granted on the Wildes Cove (Mudhole) Mine, certainly it should specify that competent supervision should be employed by the applicant.

May 14, 1953

Robert A. Laurence, Executive Officer
DMEA Field Team.

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

Reviewed by
DMEA OPERATING COMMITTEE
5-22-53
(date)

Mr. Frank Sierman
P. O. Box 336
Franklin, North Carolina

Re: Docket No. [illegible]37 - Mica
Hides Cove Mine
Macon County, North Carolina

Dear Mr. Sierman:

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 [illegible] Laurence, Executive Officer, DMEA Field Team, Region VII, Room [illegible], Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary.

The [illegible] Office will [illegible] 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,

W. J. Mittendorf

Administrator

SAFeitler:gad 4/16/53

Copy to: Admr. [illegible] File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

Subject: Docket No. DMEA-2937 - Mica
Frank Sieroma
Wilder Cove Mine
Macon County, North Carolina

Dear Mr. Laurence:

APR 21 1953

The above mine was the subject of Docket No. DMEA-2409 submitted by Zeb Angel. The field report on Angel's application mildly recommended an exploration program.

Please review the data on the subject mine and submit your current recommendation.

If the property merits exploration, a sample of the mica should be submitted to Mr. Flynt unless this has already been done. The water problem may be made less acute by carrying the small stream past the workings in a wooden flume or a concrete pipe. This step may prove to be necessary, if the shaft is to be deepened successfully.

Copies of memoranda from the Geological Survey and the Bureau of Mines as well as a copy of the lease are enclosed.

Sincerely yours,

George C. Seybolt

Chairman, Operating Committee

Approved:

J. H. Hodges

Member, Bureau of Mines

W. H. Nickel, Jr.

Member, Geological Survey

Enclosures 5

SAFeitler:gad 4/16/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

600

APR 7 1953

Mr. Frank Lierams
.. .. Box 336
Franklin, North Carolina

Re: Docket No. [illegible]-2937 - Mica
Wilder Cove Mine
Macon County, North Carolina

Dear Mr. [illegible]:

Reference is made to the subject application for exploration assistance. Certain necessary data have been omitted and will be required before processing of your application.

Please note Articles 2 and 6 of M[illegible], a blank copy of which is enclosed. A copy of the lease under which the property is held and a detailed cost estimate for the necessary work are required as part of the application. Kindly supply answers to Article 6 (a) to (f) inclusive, giving a detailed cost breakdown under each of the sub-headings.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

SAFeitler:gad 4/7/53

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

MINERAL
CONSULTANT

TELEPHONE 791
MAIL ADDRESS:
P. O. BOX 336

FRANK SIERSMA
SUITE 19 BANK BUILDING
FRANKLIN, NORTH CAROLINA

June 19, 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Re: DMEA-2937
MICA
WILDES COVE MINE

Attention: Mr. C. O. Mittendorf
Administrator

Gentlemen:

Inspection of the property covered in above captioned application was made by the Field Team some weeks ago and it was my impression approval was recommended.

Your records will show that considerable time and effort went into this application because it was necessary to secure a lease from the Bureau of Land Management.

I would certainly like to receive a contract to do the exploratory work and trust it can be concluded before the end of this month.

Will you please advise me as to the present status of this application?

Sincerely yours,

Frank Siersma

Frank Siersma

FTS:em

Siersma called and discussed this application July 2. He will write a letter requesting processing be held in abeyance for 30 days

Mr. Feitler

JUN 1 1953

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

June 1, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2937, Wildes Cove Mine
Macon County, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $4,110.

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.

May 22, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2937 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Frank Siersma, Franklin, North Carolina.
Name of property: Wildes Cove (Mudhole) mine.
Location of property: 7.6 miles N. 70° W. of Franklin, North Carolina.
Summary of applicant's proposal:

27' shaft
33' timbered shaft
60' drifts

Sources of information on applicant's property:

Field team reports and other correspondence regarding DMEA-2220 and 2409.

Comments: Applications on this deposit have been denied under dockets DMEA-2220 and 2409. It is clearly a border-line case, presently (at least) involving a sub-borderline applicant, as the letter from R. A. Laurence of May 14, 1953 clearly indicates. To our knowledge, the applicant has not mined any strategic mica.

The various applications on this pegmatite have been recommended for denial on December 26, 1951 by D. H. Kupfer, on March 20, 1952 by J. J. Norton, and on June 16, 1952 by Paul Weis.

No evidence has been produced to indicate that a significant discovery of strategic mica can be made, and the chances are extremely small.

RECOMMENDATION: Denial.

D. M. Larrabee

D. M. Larrabee

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

MAY 18 1953

gcl 8/19/53

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Docket No. DMEA-2937 (mica) Frank Siersma - Applicant
Wildes Cove Mine, Macon County, North Carolina

The recommendations as given in an examination report, dated June 4, 1952, on DMEA-2409 (mica) for this mine are still valid. We would suggest, however, that the work be converted to a unit basis. Thus, the estimated cost will be as follows:

Preparation of shaft site - to include removal of timber and construction of a drainage ditch 2' wide by 3' deep and 75' long around the north side of shaft.....	$240.00
12' x 12' tool house.....	150.00
27-foot shaft @ $10.00/ft.	270.00
33 ft. of timbered shaft @ $50.00 per ft.	1,650.00
60 ft. drifts @ $35.00 /ft.	1,800.00
Estimated Total Cost.....	$4,110.00

Some discussion is in order regarding the applicant. To the best of our knowledge he has not mined any strategic mica, although he has been actively trading in leases in the district for more than two years. Although it cannot be stated postively, it appears that the applicant has used DMEA exploration projects as a selling point in disposing of leases. An example is the Hogg Mine, DMEA-2121K, Idm-1234, a beryl project in Troup County, Georgia. Also, in the case of DMEA-2993, 2994, 2995, and 2996, recent applications filed by M. S. Bigler, at least two, DMEA -2994(DMEA-2224) and 2995 (DMEA-2212) were denied previously, still Siersma prepared the application knowing that they had already been denied. Also the various trades (?) involved in the Baird Cove Mine, DMEA-2579, Idm-1459, indicates possible types of involvements.

If exploration assistance is granted on the Wildes Cove (Lucholo) Mine, certainly it should specify that competent supervision should be employed by the applicant.

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

May 14, 1953
Wm. A. Beck
Wm. A. Beck, for V. J. Lynch, U. S. Bureau of Mines

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 5-19-53

REFERRED TO:

1. Code 600 - Rm. 4637
2.
3.
4. Mr. Fowler

FOR:

- ---------- Action
- ---------- Approval
- ---------- Comment
- ---------- Conference
- ---------- Consideration
- ---------- Filing
- ---------- Instructions
- ---------- Investigation
- ---------- Initials
- ---------- Mailing
- ---------- Previous correspondence
- ---------- Recommendation
- ---------- Record of ----------
- ---------- Referring to ----------
- ---------- Reply for signature of ----------
- ---------- Rewriting
- ---------- Signature
- ---------- Suggestions
- ---------- Your information

REMARKS: Do we want to give this fellow another contract, as Bauer being prosecuted diligently

Check (X) before the items needing attention.

GPO

Bauer project being operated by Mica Industries Inc. This applic is Frank Siersma.

27 feet of shaft in April is not too bad in N. C. - 1 shift operation with water etc.

No clear case for denial on suggested basis.

SF
5/26/53

FILE COPY
SURNAME:

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

Feitler
Hunt
Hughes
Salvadorza
Fitzmaurice

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

Subject: Docket No. DMEA-2937 - Mica
Frank Sierema
Wildes Cove Mine
Macon County, North Carolina

Dear Mr. Laurence:

The above mine was the subject of Docket No. DMEA-2409 submitted by Zeb Angel. The field report on Angel's application mildly recommended an exploration program.

Please review the data on the subject mine and submit your current recommendation. J. C. 4/21/53

If the property merits exploration, a sample of the mica should be submitted to Mr. Flynt unless this has already been done. The water problem may be made less acute by carrying the small stream past the workings in a wooden flume or a concrete pipe. This step may prove to be necessary, if the shaft is to be deepened successfully.

Copies of memoranda from the Geological Survey and the Bureau of Mines as well as a copy of the lease are enclosed.

Sincerely yours,

George G. Selfridge

(JHB)

Chairman, Operating Committee

Approved:

J. H. Jacobs (JHB)

Member, Bureau of Mines

A. R. Mason Jr. (JHB)

Member, Geological Survey

Enclosures 5

SAFeitler:gad 4/16/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

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

Feitler
Houk
Kuhl
Hodges
Gilbreath
Fitzgerald

APR 21 1953

Mr. Frank Sierema
P. O. Box 336
Franklin, North Carolina

Re: Docket No. DMEA-2737 - Mica
Wilder Cove Mine
Macon County, North Carolina

Dear Mr. Sierema:

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 (fw)

Administrator

2 C. 4/21/53

SAFeitler:gad 4/16/53

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

MINE & MINERAL
CONSULTANT

TELEPHONE 791
MAIL ADDRESS:
P. O. BOX 336

FRANK SIERSMA
SUITE 19 BANK BUILDING
FRANKLIN, NORTH CAROLINA

April 8, 1953

Mr. Lawrence G. Houk, Chief,
DMEA Nonmetallic Minerals Division
Washington 25, D. C.

Dear Mr. Houk:

Answer is being made to your letter of April 7, re:
Docket No. DMEA-2937, Wildes Cove Mine.

Lease copies were mailed to your office April 2.

Answers to Question 6 of MF-103 are enclosed.

With this information I trust my application can
now be processed.

Sincerely yours,

Frank Siersma

FTS:em

Frank Siersma

MF-103 (4/9/53) FRANK SIERSMA FRANKLIN, N.C. DMEA-2937

- MICA -
WILDES COVE MINE
MACON COUNTY

SUPPLEMENT TO APPLICATION DATED 3/17/53.

Four (4) copies of lease were forwarded on April 2, 1953.

QUESTION 6; ESTIMATE OF COSTS:

(a)	No independent contracts.		
(b)	Labor, etc.		
	1 Working Mine Supervisor, 50 days @ $15.00	$ 750.00	
	2 Miners, 800 manhours @ $1.25 per hour	1000.00	
	2 Muckers, 800 manhours @ $1.00 per hour	800.00	$2,550.00
(c)	Lumber, 12,000 feet, estimated	800.00	
	Hand Tools, including 2 Saws, 4 hammers, level, various bars, 4 shovels, 3 picks, nails & misc. items, 2 wheelbarrows etc.	200.00	
	125 gals. gas, 1½ case oil, est.	48.00	
	Electric Power, est.	45.00	
			1,093.00
(d)	Rental, hoist; 3 months @ $65.00	195.00	
	Purchase, Pump; Homelite Model M205 2 HP 5500 gph with suction hoses	410.00	
	Power Line installation & wiring	225.00	
	Mast Pole, with block, tackle, bucket, cable etc.	350.00	
			1,180.00
(e)	None.		
(f)	Erection, Tool & Mica House, 10' x 16'	275.00	
			275.00
(g)	Compensation & Liability insurance	175.00	
	Payroll taxes	36.00	
	Accounting & records	35.00	246.00
(h)	Contingencies, breakage, repairs, etc.	375.00	
			375.00
	TOTAL		$ 5,719.00

- - - - - -

MF-103 (4/9/53) FRANK SIERSMA FRANKLIN, N.C. DMEA-2937

- MICA -
WILDES COVE MINE
MACON COUNTY

SUPPLEMENT TO APPLICATION DATED 3/17/53.

Four (4) copies of lease were forwarded on April 2, 1953.

QUESTION 6; ESTIMATE OF COSTS:

(a) No independent contracts.

(b) Labor, etc.

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2 Miners, 800 manhours @ $1.25 per hour	1000.00	
2 Muckers, 800 manhours @ $1.00 per hour	800.00	$2,550.00
(c) Lumber, 12,000 feet, estimated	800.00	
Hand Tools, including 2 Saws, 4 hammers, level, various bars, 4 shovels, 3 picks, nails & misc. items, 2 wheelbarrows etc.	200.00	
125 gals. gas, 1½ case oil, est.	48.00	
Electric Power, est.	45.00	
		1,093.00
(d) Rental, hoist; 3 months @ $65.00	195.00	
Purchase, Pump; Homelite Model M205 2 HP 5500 gph with suction hoses	410.00	
Power Line installation & wiring	225.00	
Mast Pole, with blocks, tackle, bucket, cable etc.	350.00	
		1,180.00
(e) None.		
(f) Erection, Tool & Mica House, 10' x 16'	275.00	
		275.00
(g) Compensation & Liability insurance	175.00	
Payroll taxes	36.00	
Accounting & records	35.00	246.00
(h) Contingencies, breakage, repairs, etc.	375.00	
		375.00
TOTAL		$ 5,719.00

- - - - - -

Mr. Feitler

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2937, Wildes Cove, Macon County, North Carolina

Under Docket 2409, the field team recommended that an exploration program be established for this mine, pending clarification of the lease. On the basis of the field team's recommendation and the new lease, an exploration program is desirable at this mine.

W. F. Dietrich
hls

W. F. Dietrich

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W. F. Dietrich

MINE & MINERAL
CONSULTANT

TELEPHONE 791
MAIL ADDRESS:
P. O. BOX 336

FRANK SIERSMA
SUITE 19 BANK BUILDING
FRANKLIN, NORTH CAROLINA

April 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 6 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Re: DMEA-2937
Wildes Cove Mine

Gentlemen:

In connection with my application dated March 17, 1953. I am enclosing herewith four (4) copies of lease to the property; from Bureau of Land Management - Serial number BLM-A 031773.

Very truly yours,

Frank Siersma

FTS:em

Frank Siersma

MF-103 FRANK SIERSMA P.O.BOX 336 FRANKLIN, N.C. - MICA -
WILDES COVE MINE
MACON COUNTY

LEASE COPY:

(SERIAL NO. BLM-A 031773)

THIS MINERAL LEASE entered into in quintuplicate this 1st day of April, 1953, by and between the United States of America, the Lessor, through the Bureau of Land Management, and Frank Siersma, the Lessee, of Box 336, Franklin, N. C., pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200.31 et seq.); withesseth:

SECTION 1. RIGHTS OF LESSEE. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of TEN years from the date hereof, the exclusive right to mine, remove and dispose of all the MICA and associated minerals in, upon, or under the following-described tracts:

Part (20 acres) Macon County Supply Co. Tract No. 1031a, Nantahala Forest, Macon County, North Carolina - More specifically described as beginning at Corner 3 of said tract, on south bank of small stream, a 20" maple scribed "F.S.3"; thence S. 24 deg. 44' E., 20.13 chains to Corner 4 in edge of old field, a 4 x 4 chestnut post; thence S 3 deg. 20' E., 1.00 chain to Corner 5 in field, a pine stump and 4x4 chestnut post; thence S 41 deg. 50' E. 8.00 chains to Corner 6 in open field, a 4 x 4 post; thence N. 1 deg. 28' E., 27.28 chains to Corner 7 of said tract, a black oak snag with corner marks and 4 x 4 chectnut post, scribed F.S. 7; thence a straight line westerly to place of beginning.

containing 20.00 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as mat be necessary for the mining, preparation and removable of said minerals.

SCTION 2. In consideration of the foregoing, the lessee agrees:
(a) Production. To begin production within 24 months and to continue production thereafter unless operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extensions of time for the commencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.
(b) Rental. To pay the lessor annually in advance, beginning with the date of this lease, rental of $1.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.
(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 percent of the gross value of the minerals mined hereunder at the point of shipment to market, such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given to the highest price paid for a part or a majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.
(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $20.00 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $20.00, such minimum royalty obligation to become effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).
(e) BOND. To furnish and maintain a bond in the sum of $1,000.00 conditioned upon compliance with the terms and conditions of this lease.
(f) STATEMENT. To furnish for each month or such period as may be designated by the District Mining Supervisor of the Geological Survey (Rm. 3227, General Services Administration Bldg., Washington 25, D.C.), statements in detail, in such form as

prescribed by him, of the amount and value of output from the leasehold during such period for use in determining royalties, such statements to be furnished within 30 days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease.
g) INSPECTION. To permit at all reasonable times: (1) inspection by any duly authorized officer of the supervising agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.
(h) Maps-reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require, a plat in the manner and form prescribed by him showing prospecting and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.
(i) Operations. To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap, II, Part 231), which are made a part hereof, and to exercise reasonable diligence, skill and care in the operations of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to minerals deposits/ water horizons and property, injury to life and health, and economic waste.
(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property andand assets of the lessee.
(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.
(l) Assigment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portionof the leased premises, except with the approval in writing of the lessor. All such assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royalties or payments out of production shall be created which would exceed 1/2 the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segregated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commence operations on an undeveloped segregated portion shall be such reasonable period as shall be prescribed by the lessor at the time the assignment is approved.
(m) Non-discrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.
(n) Payments.To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:
(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the lease land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavation made by lessee.
(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture
(All forms herein required are subject to approval by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.
(18 U.S.C. sec. 1001 makes it a crime for any person knowingly and wilfully to submit or cause to be submitted to any agency of the United States any false or fraudulent statement as to any matter within its jurisdiction).

for the purpose of fighting forest, brush, or grass fires, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; except that if the lessee, his employees, contractors, subcontractors, or employees of contractors of subcontractors caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee shall prohibit smoking andthe building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors, within the lease area except at established camps, and shall enforce this prohibition by all means within his power. However, the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of heating lunches and where, at the option of the lessee, smoking may be permitted.

The lessee shall not burn rubbish, trash, or other inflammable material except with the consent of the authorized representative of teh Secretary of Agriculture and shall not use explosives in such manner as to scatter inflammable materials on the surface of the land during the forest, brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the authorized representative of the Secretary of Agriculture decides is necessary for forest, brush, and grass fire prevention and shall maintain such fire tools at his headquarters on the leased land as are deemed necessary by such representative.

(c) Damage to Property. To pay the lessor or its tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's operations hereunder, to save and hold the lessor, or its tenant harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the lease land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to livestock, crops, trees, pipe lines, building, and other improvements on the leased land.

(d) Restoration of Surface of Land. Upon any partial relinquishment, cancellation or expiration of this lease, as to that part of the leased land as to which the lessee's rights have terminated and to the extent deemed necessary by the authorized representative of the Secretary of Agriculture, to fill all sump holes, ditches and other excavations, remove or cover all devris, and so far as reasonable possible, restore the surface of the leased land to its former conditio including the removal of structures as and if required.

(e) Department of Agriculture Regulations. To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease.

(f) Special Stipulations. none.

(g) Appropriate Agency Official. To address all matters relating to this section to Forest Supervisor, Nantahala National Forest at Franklin, N. C., who is the authorized representative of the Secretary of Agriculture, or to such other representative as may, from time to time, be designated provided that such designation shall be in writing and be delivered to the lessee or his agent as provided by Section 4 hereof.

SECTION 4. Lessee-Agent. Prior to the beginning of operations the lessee shall appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders or notices respecting matters contained in this lease, and shall inform the authorized representative of the Secretary of Agriculture, and the District Mining Supervisor of the United States Geological Survey, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee shall immediately so inform the said representatives

SECTION 5. Renewal of Lease. If, upon the expiration of this lease, the issuance for an ensuing period of a lease of similar character is determined to be in the public interest, and all of the terms hereof have been satisfactorily complied with, and the lessee is then qualified, he shall be accorded a preference in the issuance of said ensuing lease upon such reasonable terms and considerations as may be prescribed by the Secretary of the Interior, unless otherwise provided by law. The exercise of such preference right shall be in accordance with regulations prescribed by the Secretary of the Interior.

SECTION 6. The lessor expressly reserves:

(a) Rights Reserved. The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands, and the preparation and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Monopoly and Fair Prices. Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interest of the United States, to prevent monopoly, and to safeguard the public welfare.

(c) Fissionable materials. All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order No. 9908 (12 F. R. 8223).

(d) Waiver of Conditions. The right to waive any breach of the covenants and conditions contained herein, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occuring at another time.

SECTION 7. It is mutually agreed:
(a) Strip Mining. That this lease does not authorize mining or removal of minerals by stripping or contour mining unless otherwise specifically authorized herein.
(b) Reduction or Smelting of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting or ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.
(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.
(d) Granting Leases for Other Minerals. That the granting of this lease will not preclude the issuance of other leases of the same land for the mining of other minerals with suitable stipulations as to joint operations, in order that full development of the mineral resources may be obtained.

SECTION 8. Relinquishment of Lease. Upon payment of all rentals, royalties and other debts due and payable to the lessor and upon payment of all wages or moneys due and payable to the workmen employed by the lessee, the lessee may, upon a satisfactory showing that the public interest will not be impaired, surrender all or any subdivision or subdivisions of the area included in the lease. In no case will the lease be terminated in whole or in part intil and unless the lessee shall have made provision for the preservation of any mines and minerals deposits or productive works or permanent improvements on the lands covered thereby and complied with Section 3(d) hereof. A surrender must be by a relinquishment filed, in triplicate, with the Derector, Bureau of Land Management. A relinquishment upon its approval shall take effect as of the date it is filed.

SECTION 9. Removal of Equipment, etc. on Termination of Lease. On termination of this lease, by surrender, fordeiture, or otherwise the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, other than underground timbering placed by the lessee in or on the leased lands, which are not necessary for the preservation of the mine. Any materials, tools, appliaches, machinery, structures and equipment, subject to removal as above provided, which are allowed to remain on the leased land shall become the property of the lessor on expiration of the 90 day period or such extension therof as may be granted by the lessor, but the lessee shall remove any or all of such property when so directed by the lessor.

SECTION 10. Proceeding in case of default. If the lessee does not comply with the applicable regulations made a part hereof or the terms of this lease and such default continues for a period of 30 days after service of written notice thereof by the lessor, the lease may be cancelled by the Director, Bureau of Land Management. However, if production has commenced on the lease, it may be canceled only by appropriate proceedings in a court of competent furisdiction; but this provision does not apply to leases issued for a period of five years or less which may be canceled in the manner stated above. Furthermore, if the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe conditions of the mine or works thereof, which shall be at the expense of the lessee, but the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

SECTION 11. Heirs and successors-in-interest. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 12. Unlawful Interests. It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior or of the Department of Agriculture shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statutes, as amended, and 18 U.S.C. 431,432, and 433, relating to contracts, enter into and form a part of this lease so far as the same may be applical

THE UNITED STATES OF AMERICA
by s/ C.R. Duxilins, for the Director,
Bureau of Land Management. Assistant Chief,
Division of Minerals.

MF-103 FRANK SIERSMA P.O.BOX 336 FRANKLIN, N.C. - MICA -
WILDES COVE MINE
MACON COUNTY

LEASE COPY:

(SERIAL NO. NLM-A 031773)

THIS MINERAL LEASE entered into in quintuplicate this 1st day of April, 1953, by and between the United States of America, the Lessor, through the Bureau of Land Management, and Frank Siersma, the Lessee, of Box 336, Franklin, N. C., pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200.31 et seq.); withesseth:

SECTION 1. RIGHTS OF LESSEE. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of TEN years from the date hereof, the exclusive right to mine, remove and dispose of all the MICA and associated minerals in, upon, or under the following-described tracts:

Part (20 acres) Macon County Supply Co. Tract No. 1031a, Nantahala Forest, Macon County, North Carolina - More specifically described as beginning at Corner 3 of said tract, on south bank of small stream, a 20" maple scribed "F.S.3"; thence S. 24 deg. 44' E., 20.13 chains to Corner 4 in edge of old field, a 4 x 4 chestnut post; thence S 3 deg. 20' E., 1.00 chain to Corner 5 in field, a pine stump and 4x4 chestnut post; thence S 41 deg. 50' E. 8.00 chains to Corner 6 in open field, a 4 x 4 post; thence N. 1 deg. 28' E., 27.28 chains to Corner 7 of said tract, a black oak snag with corner marks and 4 x 4 chestnut post, scribed F.S. 7; thence a straight line westerly to place of beginning.

containing 20.00 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as mat be necessary for the mining, preparation and removable of said minerals.

SCTION 2. In consideration of the foregoing, the lessee agrees:
(a) Production. To begin production within 24 months and to continue production thereafter unless operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extensions of time for the commencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.
(b) Rental. To pay the lessor annually in advance, beginning with the date of this lease, rental of $1.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.
(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 percent of the gross value of the minerals mined hereunder at the point of shipment to market, such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given to the highest price paid for a part or a majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.
(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $20.00 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $20.00, such minimum royalty obligation to become effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).
(e) BOND. To furnish and maintain a bond in the sum of $1,000.00 conditioned upon compliance with the terms and conditions of this lease.
(f) STATEMENT. To furnish for each month or such period as may be designated by the District Mining Supervisor of the Geological Survey (Rm. 3227, General Services Administration Bldg., Washington 25, D.C.), statements in detail, in such form as

prescribed by him, of the amount and value of output from the leasehold during such period for use in determining royalties, such statements to be furnished within 30 days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease.
g) INSPECTION. To permit at all reasonable times: (1) inspection by any duly authorized officer of the supervising agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.
(h) Maps-reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require, a plat in the manner and form prescribed by him showing prospecting and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.
(i) Operations. To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap, II, Part 231), which are made a part hereof, and to exercise reasonable diligence, skill and care in the operations of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to minerals deposits/ water horizons and property, injury to life and health, and economic waste.
(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property andand assets of the lessee.
(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.
(l) Assignment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portionof the leased premises, except with the approval in writing of the lessor. All such assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royalties or payments out of production shall be created which would exceed 1/2 the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segregated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commence operations on an undeveloped segregated portion shall be such reasonable period as shall be prescribed by the lessor at the time the assignment is approved.
(m) Non-discrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.
(n) Payments. To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:
(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the lease land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavation made by lessee.
(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture
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for the purpose of fighting forest, brush, or grass fires, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; except that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee shall prohibit smoking andthe building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors, within the lease area except at established camps, and shall enforce this prohibition by all means within his power. However, the authorized representative of the Secretary of Agriculture may designante safe places where, after all inflammable material has been cleased away, camp fires may be built for the purpose of heating lunches and where, at the option of the lessee, smoking may be premitted.

The lessee shall not burn rubbish, trash, or other inflammable material except with the consent of the authorized representative of teh Secretary of Agriculture and shall not use explosives in such manner as to scatter inflammable materials on the surface of the land during the forest, brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the authorized representative of the Secretary of Agriculture decides is nesessary for forest, brush, and grass fire prevention and shall maintain such fire tools at his headquarters on the leased land as are deemed necessary by such representative.

(c) Damage to Property. To pay the lessor or its tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's operations hereunder, to save and hold the lessor,or its tenant harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the lease land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to livestock, crops, trees, pipe lines, building, and other improvements on the leased land.

(d) Restoration of Surface of Land. Upon any partial relinquishment, cancellation or expiration of this lease, as to that part of the leased land as to which the lessee's rights have terminated and to the extent deemed necessary by the authorized representative of the Secretary of Agriculture, to fill all sump holes, ditches and other excavations, remove or cover all devris, and so far as reasonable possible, restore the surface of the leased land to its former conditi including the removal of structures as and if required.

(e) Department of Agriculture Regulations. To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease.

(f) Special Stipulations. none.

(g) Appropriate Agency Official. To address all matters relating to this section to Forest Supervisor, Nantahala National Forest at Franklin, N. C., who is the authorized representative of the Secretary of Agriculture, or to such other representative as may, from time to time, be designated provided that such designation shall be in writing and be delivered to the lessee or his agent as provided by Section 4 hereof.

SECTION 4. Lessee-Agent. Prior to the beginning of operations the lessee shall appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders or notices respecting matters contained in this lease, and shall inform the authorized representative of the Secretary of Agriculture, and the District Mining Supervisor of the United States Geological Survey, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee shall immediately so inform the said representatives

SECTION 5. Renewal of Lease. If, upon the expiration of this lease, the issuance for an ensuing period of a lease of similar character is determined to be in the public interest, and all of the terms hereof have been satisfactorily complied with, and the lessee is then qualified, he shall be accorded a preference in the issuance of said ensuing lease upon such reasonable terms and considerations as may be prescribed by the Secretary of the Interior, unless otherwise provided by law. The exercise of such preference right shall be in accordance with regulations prescribed by the Secretary of the Interior.

SECTION 6. The lessor expressly reserves:

(a) Rights Reserved. The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands, and the preparation and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Monopoly and Fair Prices. Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interest of the United States, to prevent monopoly, and to safeguard the public welfare.

(c) Fissionable materials. All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order No. 9908 (12 F. R. 8223).

(d) Waiver of Conditions. The right to waive any breach of the covenants and conditions contained herein, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occuring at another time.

SECTION 7. It is mutually agreed:
(a) Strip Mining. That this lease does not authorize mining or removal of minerals by stripping or contour mining unless otherwise specifically authorized herein.
(b) Reduction or Smelting of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting or ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.
(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.
(d) Granting Leases for Other Minerals. That the granting of this lease will not preclude the issuance of other leases of the same land for the mining of other minerals with suitable stipulations as to joint operations, in order that full developement of the mineral resources may be obtained.

SECTION 8. Relinquishment of Lease. Upon payment of all rentals, royalties and other debts due and payable to the lessor and upon payment of all wages or moneys due and payable to the workmen employed by the lessee, the lessee may, upon a satisfactory showing that the public interest will not be impaired, surrender all or any subdivision or subdivisions of the area included in the lease. In no case will the lease be terminated in whole or in part intil and unless the lessee shall have made provision for the preservation of any mines and minerals deposits or productive works or permanent improvements on the lands covered thereby and complied with Section 3(d) hereof. A surrender must be by a relinquishment filed, in triplicate, with the Director, Bureau of Land Management. A relinquishment upon its approval shall take effect as of the date it is filed.

SECTION 9. Removal of Equipment, etc. on Termination of Lease. On termination of this lease, by surrender, forfeiture, or otherwise the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, other than underground timbering placed by the lessee in or on the leased lands, which are not necessary for the preservation of the mine. Any materials, tools, appliacnes, machinery, structures and equipment, subject to removal as above provided, which are allowed to remain on the leased land shall become the property of the lessor on expiration of the 90 day period or such extension therof as may be granted by the lessor, but the lessee shall remove any or all of such property when so directed by the lessor.

SECTION 10. Proceeding in case of default. If the lessee does not comply with the applicable regulations made a part hereof or the terms of this lease and such default continues for a period of 30 days after service of written notice thereof by the lessor, the lease may be cancelled by the Director, Bureau of Land Management. However, if production has commenced on the lease, it may be canceled only by appropriate proceedings in a court of competent furisdiction; but this provision does not apply to leases issued for a period of five years or less which may be canceled in the manner stated above. Furthermore, if the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe conditions of the mine or works thereof, which shall be at the expense of the lessee, but the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

SECTION 11. Heirs and successors-in-interest. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 22. Unlawful Interests. It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior or of the Department of Agriculture shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statutes, as amended, and 18 U.S.C. 431,432, and 433, relating to contracts, enter into and form a part of this lease so far as the same may be applicable

THE UNITED STATES OF AMERICA
by s/ C.R. Duxilins, for the Director,
Bureau of Land Management. Assistant Chief,
Division of Minerals.

MF-103 FRANK SIERSMA P.O.BOX 336 FRANKLIN, N.C. - MICA -
WILDES COVE MINE
MACON COUNTY

LEASE COPY:

(SERIAL NO. BIM-A 031773)

THIS MINERAL LEASE entered into in quintuplicate this 1st day of April, 1953, by and between the United States of America, the Lessor, through the Bureau of Land Management, and Frank Siersma, the Lessee, of Box 336, Franklin, N. C., pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200.31 et seq.); withesseth:

SECTION 1. RIGHTS OF LESSEE. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of TEN years from the date hereof, the exclusive right to mine, remove and dispose of all the MICA and associated minerals in, upon, or under the following-described tracts:

Part (20 acres) Macon County Supply Co. Tract No. 1031a, Nantahala Forest, Macon County, North Carolina - More specifically described as beginning at Corner 3 of said tract, on south bank of small stream, a 20" maple scribed "F.S.3"; thence S. 24 deg. 44' E., 20.13 chains to Corner 4 in edge of old field, a 4 x 4 chestnut post; thence S 3 deg. 20' E., 1.00 chain to Corner 5 in field, a pine stump and 4x4 chestnut post; thence S 41 deg. 50' E. 8.00 chains to Corner 6 in open field, a 4 x 4 post; thence N. 1 deg. 28' E., 27.28 chains to Corner 7 of said tract, a black oak snag with corner marks and 4 x 4 chectnut post, scribed F.S. 7; thence a straight line westerly to place of beginning.

containing 20.00 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as mat be necessary for the mining, preparation and removable of said minerals.

SCTION 2. In consideration of the foregoing, the lessee agrees:
(a) Production. To begin production within 24 months and to continue production thereafter unless operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extensions of time for the commencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.
(b) Rental. To pay the lessor annually in advance, beginning with the date of this lease, rental of $1.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.
(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 percent of the gross value of the minerals mined hereunder at the point of shipment to market, such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given to the highest price paid for a part or a majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.
(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $20.00 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $20.00, such minimum royalty obligation to become effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).
(e) BOND. To furnish and maintain a bond in the sum of $1,000.00 conditioned upon compliance with the terms and conditions of this lease.
(f) STATEMENT. To furnish for each month or such period as may be designated by the District Mining Supervisor of the Geological Survey (Rm. 3227, General Services Administration Bldg., Washington 25, D.C.), statements in detail, in such form as

prescribed by him, of the amount and value of output from the leasehold during such period for use in determining royalties, such statements to be furnished within 30 days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease.
g) INSPECTION. To permit at all reasonable times: (1) inspection by any duly authorized officer of the supervising agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surv eys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.
(h) Maps-reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require, a plat in the manner and form preseribed by him showing prospecting and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.
(i) Operations. To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap, II, Part 231), which are made a part hereof, and to exercise reasonable diligence, skill and care in the operations of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to minerals deposits, water horizons and property, injury to life and health, and economic waste.
(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property andand assets of the lessee.
(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.
(l) Assigment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portionof the leased premises, except with the approval in writing of the lessor. All such assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royalties or payments out of production shall be created which would exceed 1/2 the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segragated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commence operations on an undeveloped segregated portion shall be such reasonable period as shall be presecribed by the lessor at the time the assignment is approved.
(m) Non-discrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.
(n) Payments.To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:
(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the lease land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavation made by lessee.
(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of ?Agriculture
(All forms herein required are subject to approval by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.
(18 U.S.C. sec. 1001 makes it a crime for any person knowlingly and wilfully to submit or cause to be submitted to any agency of the United States any false or fraudulent statement as to any matter within its jurisdiction).

for the purpose of fighting forest, brush, or grass fires, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; except that if the lessee, his employees, contractors, subcontractors, or employees of contractors of subcontractors caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee shall prohibit smoking andthe building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors, within the lease area except at established camps, and shall enforce this prohibition by all means within his power. However, the authorized representative of the Secretary of Agriculture may designante safe places where, after all imflammable material has been cleased away, camp fires may be built for the purpose of heating lunches and where, at the option of the lessee, smoking may be premitted.

The lessee shall not burn rubbish, trash, or other imflammable material except with the consent of the authorized representative of teh Secretary of Agriculture and shall not use explowsives in such manner as to scatter imflammable materials on the surface of the land during the forest, brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the authorized representative of the Secretary of Agriculture decides is nesessary for forest, brush, and grass fire prevention and shall maintain such fire tools at his headquarters on the leased land as are deemed necessary by such representative.

(c) Damage to Property. To pay the lessor or its tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's operations hereunder, to same and hold the lessor,or its tenant harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the lease land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to livestock, crops, trees, pipe lines, building, and other emprovements on the leased land.

(d) Restoration of Surface of Land. Upon any partial relinquishment, cancellation or expiration of this lease, as to that part of the leased land as to which the lessee's rights have terminated and to the extent deemed necessary by the authorized representative of the Secretary of Agriculture, to fill all sump holes, ditches and other excavations, remove or cover all devris, and so far as reasonable possible, restore the surface of the leased land to its former conditio including the removal of structures as and if required.

(e) Department of Agriculture Regulations. To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease.

(f) Special Stipulations. none.

(g) Appropriate Agency Official. To address all matters relating to this section to Forest Supervisor, Nantahala National Forest at Franklin, N. C., who is the authorized representative of the Secretary of Agriculture, or to such other representative as may, from time to time, be designated provided that such designation shall be in writing and be delivered to the lessee or his agent as provided by Section 4 hereof.

SECTION 4. Lessee-Agent. Prior to the beginning of operations the lessee shall appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders or notices respecting matters contained in this lease, and shall inform the authorized representative of the Secretary of Agriculture, and the District Mining Supervisor of the United States Geological Survey, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee shall immediately so inform the said representatives

SECTION 5. Renewal of Lease. If, upon the expiration of this lease, the issuance for an ensuing period of a lease of similar character is determined to be in the public interest, and all of the terms hereof have been satisfactorily complied with, and the lessee is then qualified, he shall be accorded a preference in the issuance of said ensuing lease upon such reasonable terms and considerations as may be prescribed by the Secretary of the Interior, unless otherwise provided by law. The exercise of such preference right shall be in accordance with regulations prescribed by the Secretary of the Interior.

SECTION 6. The lessor expressly reserves:

(a) Rights Reserved. The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands, and the preparation and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Monopoly and Fair Prices. Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interest of the United States, to prevent monopoly, and to safeguard the public welfare.

(c) Fissionable materials. All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order No. 9908 (12 F. R. 8223).

(d) Waiver of Conditions. The right to waive any breach of the covenants and conditions contained herein, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occuring at another time.

SECTION 7. It is mutually agreed:
(a) Strip Mining. That this lease does not authorize mining or removal of minerals by stripping or contour mining unless otherwise specifically authorized herein.
(b) Reduction or Smelting of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting or ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.
(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.
(d) Granting Leases for Other Minerals. That the granting of this lease will not preclude the issuance of other leases of the same land for the mining of other minerals with suitable stipulations as to joint operations, in order that full developement of the mineral resources may be obtained.

SECTION 8. Relinquishment of Lease. Upon payment of all rentals, royalties and other debts due and payable to the lessor and upon payment of all wages or moneys due and payable to the workmen employed by the lessee, the lessee may, upon a satisfactory showing that the public interest will not be impaired, surrender all or any subdivision or subdivisions of the area included in the lease. In no case will the lease be terminated in whole or in part intil and unless the lessee shall have made provision for the preservation of any mines and minerals deposits or productive works or permanent improvements on the lands covered thereby and complied with Section 3(d) hereof. A surrender must be by a relinquishment filed, in triplicate, with the Derector, Bureau of Land Management. A relinquishment upon its approval shall take effect as of the date it is filed.

SECTION 9. Removal of Equipment, etc. on Termination of Lease. On termination of this lease, by surrender, fordeiture, or otherwise the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, other than underground timbering placed b the lessee in or on the leased lands, which are not necessary for the preservation of the mine. Any materials, tools, appliacnes, machinery, structures and equipment, subject to removal as above provided, which are allowed to remain on the leased land shall become the property of the lessor on expiration of the 90 day period or such extension therof as may be granted by the lessor, but the lessee shall remove any or all of such property when so directed by the lessor.

SECTION 10. Proceeding in case of default. If the lessee does not comply with the applicable regulations made a part hereof or the terms of this lease and such default continues for a period of 30 days after service of written notice thereof by the lessor, the lease may be cancelled by the Director, Bureau of Land Management. However, if production has commenced on the lease, it may be canceled only by appropriate proceedings in a court of competent furisdiction; but this provision does not apply to leases ussued for a period of five years or less which may be canceled in the manner stated above. Furthermore, if the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe conditions of the mine or works thereof, which shall be at the expense of the lessee, but the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

SECTION 11. Heirs and successors-in-interest. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 12. Unlawful Interests. It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior or of the Department of Agriculture shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statutes, as amended, and 18 U.S.C. 431,432,and 433, relating to contracts,enter into and form a part of this lease so far as the same may be applicable

THE UNITED STATES OF AMERICA
by s/ C.R. Duxilins, for the Director,
Bureau of Land Management. Assistant Chief,
Division of Minerals.

IN REPLY REFER TO:
G-MD-CLM

Mr. Feitler

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

March 25, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 25 1953

Memorandum

REVIEW OF APPLICATION DMEA-2937 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey.
Applicant: Frank Siersma
Name of property: Wildes Cove (Angel Wildes, Mudhole)
Location of property: 7.6 miles N 70 W of Franklin, Macon County, North Carolina.
Estimated cost of project: Not given by applicant. Field team report on DMEA-2409 estimates cost at $4110.
Summary of applicant's proposal:
(1) Deepen shaft to 65 feet.
(2) Two (?) drifts, 75 feet each.
Sources of information on applicant's property:
(1) DMEA-2220
(2) DMEA-2409
Comments:

This application has two previous incarnations: (1) DMEA-2220, which was denied for lack of sufficient information; and (2) DMEA-2409, which was denied because the applicant did not have a valid lease from the Bureau of Land Management, which controls mineral rights on part of the property.

A field team report on DMEA-2409 stated that this is a borderline case. The field team favored denial, but suggested the possibility of deepening the shaft to 60 feet and drifting 30 feet in each direction. A memorandum from Weis recommended denial. The application was subsequently denied, but the only reason given to the applicant was the lack of a valid lease - nothing was said about the lack of merit of the deposit. The applicant thought that his chances of getting a DMEA loan were good enough to warrant the effort of obtaining a lease from the Bureau of Land Management. Consequently, it would be inexpedient to deny this application on the basis of the field team report. On the other hand, evidence presently available does not justify exploration.

I suggest that this application be referred to the field team in order to determine whether their opinions are the same as in June 1952, when the field report was written. Perhaps they now will make a definite statement choosing between (1) denial or (2) exploration.

As for myself, I still favor denial.

RECOMMENDATION:
Refer to field team.

J. J. Norton
J. J. Norton

IN REPLY REFER TO:
G-MD-CLM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
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Copies to DMEA-(3)

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 Exploration Administration
RECEIVED
MAR 23 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-2937
Metal or Mineral
Date Received 3-23-53
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:

FRANK GLOSSA
R. F. D. BOX 336
FRANKLIN, N.C.

(*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 DMEA 20 acres, more or less, of U.S. Forest Service Tract 1031a, in the Nantahala National Forest, Macon County, North Carolina.

(*b*) State any mine name by which the property is known. NONE GOVE

(*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.

(*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*) State the mineral or minerals for which you wish to explore SEPARATE SHEET FROM

(*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?

☒ 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 MARCH 17th, 1973

Frank Serena
(Applicant)

By .....

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 FRANK SIERSMA P.O. BOX 336 FRANKLIN, N.C. -MICA -
WILDES COVE MINE
MACON COUNTY, N.C.

HISTORY OF APPLICANT'S INTEREST IN PROPERTY:

Lease was obtained - October 29, 1951 - from Bessie Johnson, purported owner (in name of applicant). Subsequently assigned to Zeb Angel.

On November 6, 1951, Zeb Angel applied for exploratory assistance and was assigned DMEA No. 2220.

Examination was made by the Field Team about April 28, 1952. At that time it developed that the U.S. Forest Service and Bureau of Land Management held title to the property.

June 5, 1952; applicant purchased all interest of Zeb Angel.

June 28, 1952; applicant applied to Bureau of Land Management for lease and was assigned Parent Serial Number BLM-A 031773.

July 19, 1952; letter by applicant to Frank E. Johnson, explained the above. Following reply was received:

> This is in answer to your letter of July 19, 1952, inquiring about the possibility of this agency executing an exploration contract based on your application to the Bureau of Land Management, for a lease on the Wildes (Mudhole) Mine in Macon County, N.C.
>
> DMEA Order-1 is explicit on this point. It provides under Section 8: (...portion of Order...)
>
> You may apply for exploration assistance now and forward a copy of your lease when you receive it. This procedure will expedite the processing of your application, but a contract may not be executed until we have a copy of the lease.
>
> Frank E. Johnson, Acting Adm. DMEA

Applicant had been aware of the long delay attached to completion of leases by the Bureau of Land Management and, despite receipt of a Parent Serial Number, decided to withold DMEA application until actual lease had been prepared. This was issued by BLM, executed by applicant, and returned on February 18, 1953; as further covered herein.

As a result of all the above, applicant requests that his DMEA application as now submitted, be processed at this time.

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3. FULL LEGAL DESCRIPTION:

In Nantahala National Forest, Macon County, North Carolina, being part of Forest Service Tract #1031a, Macon County Supply Co., more specifically described as beginning at Corner 3 of said tract, on south bank of small stream, a 20" maple described "F.S.3"; thence S 24 deg. 44' E., 20.13 chains to Corner 4 in edge of old field, a 4 x 4 chestnut post; thence S 3 deg. 20' E., 1.00 chain to Corner 5 infield, a pine stump and 4 x 4 chestnut post; thence S 41 deg. 50' E., 8.00 chains to Corner 6 in open field, a 4 x 4 post; thence N. 1 deg. 48' E., 27.28 chains to Corner 7 of said tract, a black oak snag with corner marks and 4 x 4 chestnut post, scribed "F.S.7"; thence a straight line westerly to place of beginning; containing 20 acres, more or less.

Property is held by applicant under Parent Serial Number BIM-A 031773, issued by U.S. Department of the Interior, Bureau of Land Management. Lease was executed by applicant on February 18, 1953 and returned to the Bureau of Land Management in Washington, D. C. Copy of same is expected daily and will follow this application as soon as received. This procedure has been adopted in order that application for exploratory aid may be fully processed and contract drawn during the term of present Defense Act.

4. It is reported that this mine was first worked sometime between 1895 and 1906, and intermittently thereafter. It is also estimated that, in all, more than $60,000.00 worth of hygrade mica has been sold. Several openings have been made; the deepest being a shaft to 30 feet. The pegmatite is exposed for examination. Estimates of its size have varied considerably, but it have been proven to be at least several feet wide - by reason of past work. Apparently the only reason work has not continued is because of the difficulty of handling water conditions which most of the local miners prefer to avoid.

It is a well known fact that miners are prone to enlarge on conditions but not less than five of them have attempted to secure this lease from applicant. In the past few months the mine has been thoroughly examined by Norman Mashburn will will supervise the exploratory work. In is the applicant's belief that the Field Team's examination about April 28, 1952, produced a favorable impression on them. The combination of these facts has produced a certainty that large deposits of strategic ruby mica can be recovered from this mine - after exploration.

Property is located about 7½ miles northwest of Franklin; 2 miles north via State Highway 28, 4 miles west on Burningtown Road and 1½ miles north on Wildes Cove Road. Mine is easily accessible from the latter.

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MACON COUNTY, NC.

5. Application of Zeb Angel (DMEA 2220) listed two (2) projects. It is now desired to explore only where Project 1 was then placed; by means of a shaft to a depth of 65 feet, followed by drifts of 75 feet each along the vein proper.

Work will start upon signing of contract and can be completed within fifty (50) working days.

Applicant has been associated with the mica mining industry since 1946 but has no experience as a "digging" miner. The Superintendent in charge will be Norman Mashburn who has mined the pegmatites of this district for the past 20 years. He is fully versed in all procedures connected with the work and has a reputation for success in all of his undertakings.

6. There will be no independent contracts under the requested contract. Should any become necessary, applicant will bear the cost.

It is being considered that the Field Team will recommend this work under a short form or footage-basis contract at figures which will be agreeable to them, Norman Mashburn and the applicant.

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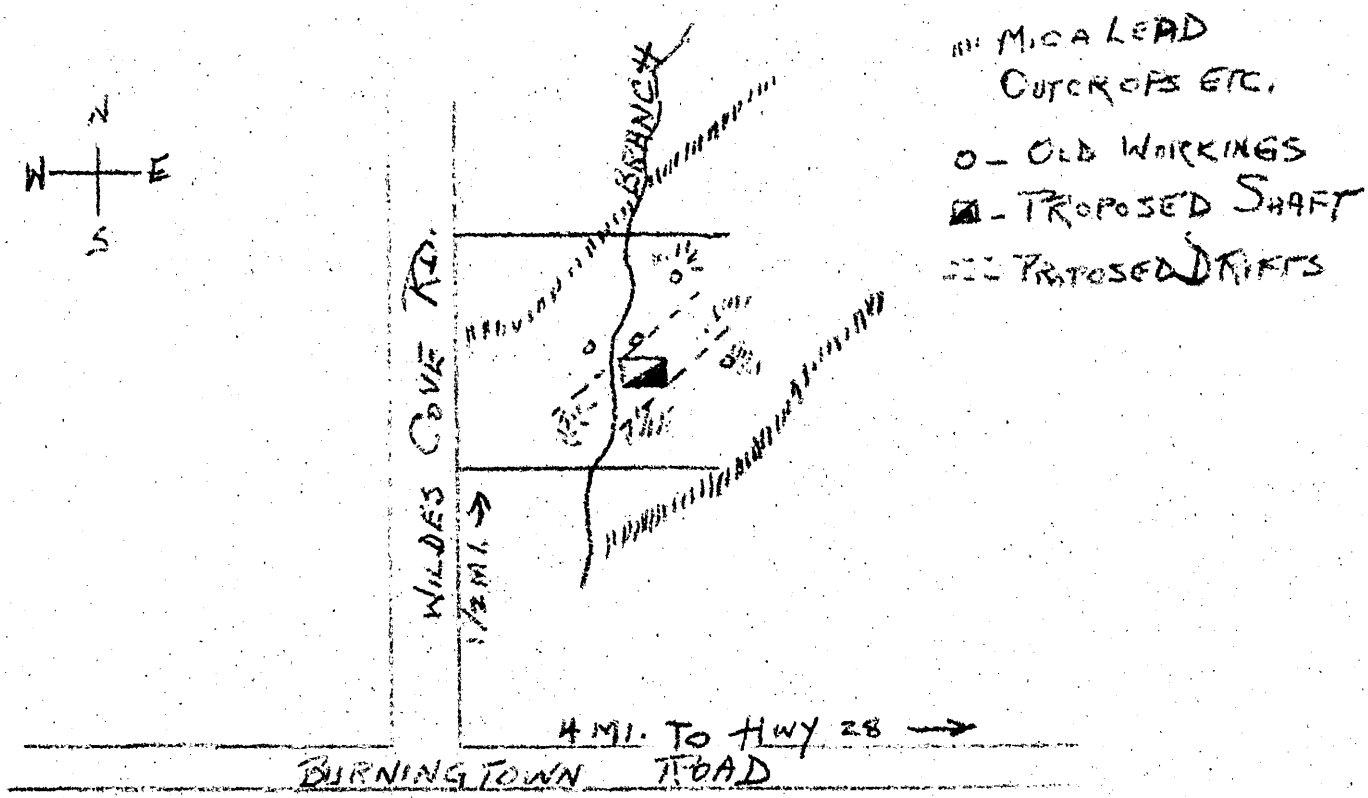

FILE COPY
SURNAME:

Feitler
Houk

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

600

APR 7 1953

Mr. Frank Sierema
P. O. Box 336
Franklin, North Carolina

Re: Docket No. DMLA-2937 - Mica
Wildes Cove Mine
Macon County, North Carolina

Dear Mr. Sierema:

Reference is made to the subject application for exploration assistance. Certain necessary data have been omitted and will be required before processing of your application.

Please note Articles 2 and 6 of MF-103, a blank copy of which is enclosed. A copy of the lease under which the property is held and a detailed cost estimate for the necessary work are required as part of the application. Kindly supply answers to Article 6 (a) to (f) inclusive, giving a detailed cost breakdown under each of the sub-headings.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

SAFeitler:gad 4/7/53

L.H.
4/7/53

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

March 23, 1953

Mr. Frank Siersma
P. O. Box 336
Franklin, N. C.

Subject: DMEA-2937
Re: Exploration Assistance
Wildes Cove Mine

My dear Mr. Siersma:

The receipt of your application dated March 17, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2937 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2937 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)

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DEFENSE MINERALS EXPLORATION ADMINISTRATION

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Participation (Government %)

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P. O. BOX 336
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(*b*) State any mine name by which the property is known. WIDES COVE

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

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5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore STRATEGIC RUBY 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.

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(Applicant)

By .....

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U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

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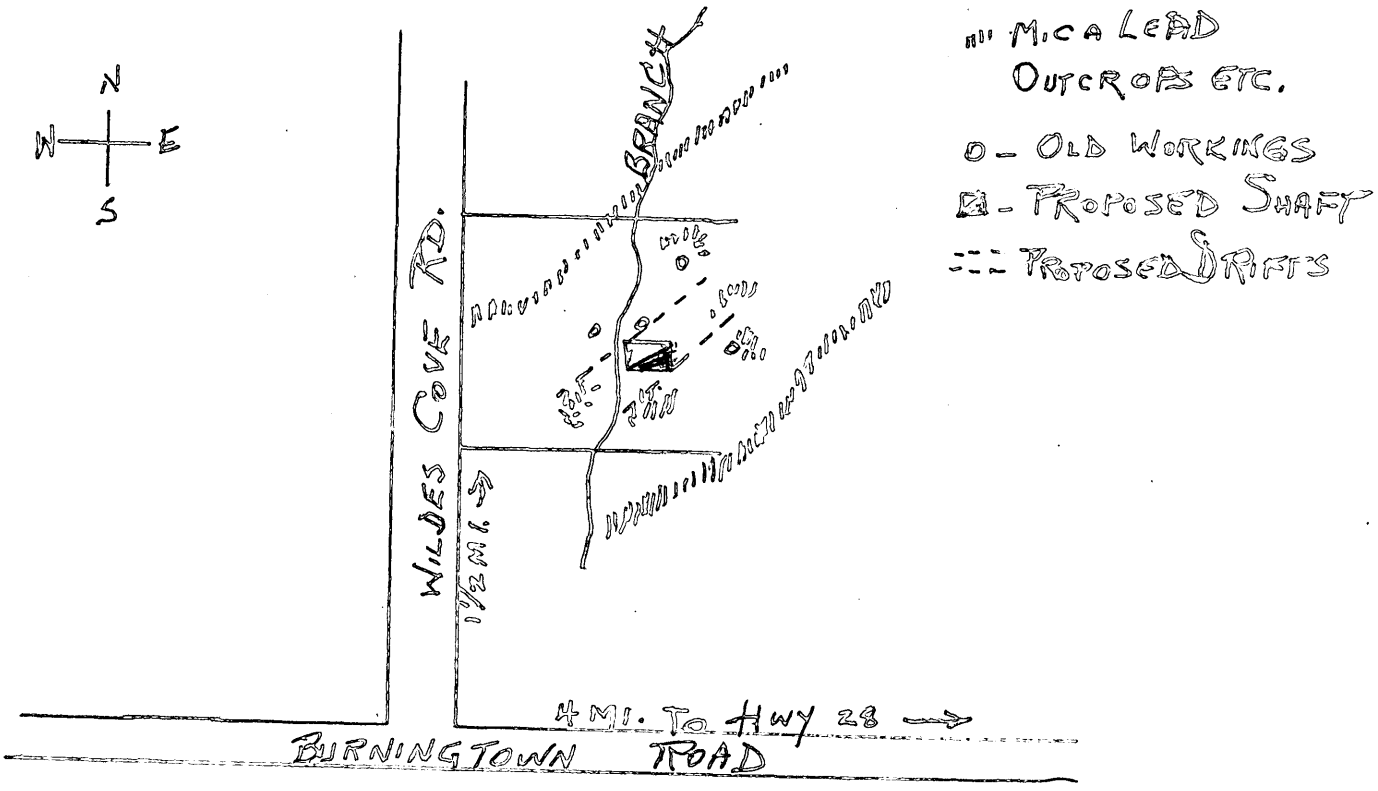
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