DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. ~~8993~~ 2994

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	Date	4/23/53
To:	Robertson	Date	4/24/53
To:	Ogw Comm	Date	1-24-53
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DO NOT DETACH

CONTROLLED DOCUMENT

600

JUL 7 1953

Mr. M. A. Zigler

Gay, North Carolina

Re: Docket No. DMA-2994 - Mica
Carl Cagle Mine
Jackson County, North Carolina

Dear Mr. Zigler:

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

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

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

July 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2994 - Mica
Property: Carl Cagle Mine
(also called Hall-Cagle Mine)
Land conveyed from Jim T. Bryson, et al., to Carl Cagle
County Records Book 172, Page 318
Located 4 miles west of Dillsboro
Jackson County, North Carolina
Applicant: M. S. Zigler (a lessee)
Gay, North Carolina
Amount of Application: $8,673
No contract: Application denied

Docket Summary

4/22/53 Received application, MF-103
4/23/53 Acknowledged receipt of application
4/27/53 Memo received from Basil G. Dean U. S. G. S. suggesting a field team referral.
5/8/53 Memo received from W. F. Dietrich U. S. B. M. suggesting a field team referral.
5/6/53 Memo from Robert A. Lawrence and Wm. A. Beck, DMEA Field Team, Region VII. They report that property is same as under former application, DMEA-2224(Hall-Cagle Mine), which was denied a project contract. The field team is of the opinion that the present application presents no additional significant data and reaffirms original denial, June 15, 1952, made to Dexter Hall, former applicant, under DMA-2224.

Comments:

A denial of application for exploration assistance is recommended for this mine. The present application, DMEA-2994, was reviewed by DMEA Field Team, Region VII in their memorandum dated May 6, 1953. The following is reported:

"The above subject application is the same as DMA-2224 (Hall-Cagle Mine) which was denied January 15, 1952 by the Operating Committee without referral to the Field Team for examination.

"The present application (DMMA-2994) does not present significant data, in the opinion of the Field Team, to change the decision of the Acting Administrator as set forth in his letter to Mr. Dexter Hall of Green Creek, North Carolina, dated January 15, 1952."

In another memorandum dated May 14, 1953, the Regional Office says in part:

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

In view of the Field Team's adverse reports on the old Dexter Hall leases, of which this is one, the Nonmetallic Minerals Division recommends that this application for exploration assistance be denied. A denial letter is submitted herewith for approval.

Jasper T. Robertson
Nonmetallic Minerals Division

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

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

GEOLOGICAL SURVEY

C O P Y

May 19, 1953

Memorandum

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

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

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

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

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

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

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

2996 same action as 2993.

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

D. M. Larrabee

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

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

May 8, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2994, Mica, Carl Cagle Mine, Jackson County
North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

Signed

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 8 1953

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

May 8, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

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North Carolina

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Signed

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 8 1953

IN REPLY REFER TO:

G-MD-CIM

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

April 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 27 1953

Memorandum

REVIEW OF APPLICATION DMEA-2994 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil C. Dean, U. S. Geological Survey.
Applicant's name and address: M. S. Zigler, Gay, North Carolina.
Name of property: Carl Earle mine.
Location of property: 4 miles west of Dillsboro, Jackson County, North Carolina, on a county road one mile north of State Highway 23.
Summary of applicant's proposal:
(1) 50 foot shaft.
(2) 150 foot drift.
Sources of information on applicant's property:
None.
Comments:

(1) Applicant claims to have exposed mica bearing pegmatite in open pits at 3 places on this property.

(2) As no information about this property other than that submitted by the applicant can be found, a field team examination is necessary.

(3) The lease on this property was transferred to the applicant by Frank Sierame on January 7, 1953.

(4) In the estimate of the cost of the project, five percent is shown allowed for contingencies, but ten percent was the actual amount entered for contingencies in the total estimated cost of the project.

RECOMMENDATION:
Field team examination.

Basil C. Dean

Copy to DMEA (3)

IN REPLY REFER TO:

G-MD-CIM

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

April 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration
RECEIVED
APR 28 1953

Memorandum

RE: [illegible] OF APPLICATION DMEA-2994 (mica).

To: L. C. Monk, Defense Minerals Exploration Administration.
From: Basil C. Dean, U. S. Geological Survey.
Applicant's name and address: W. S. Zigler, Gay, North Carolina.
Name of property: Carl Cagle mine.
Location of property: 4 miles west of Dillsboro, Jackson County, North Carolina, on a county road one mile north of State Highway 23.
Summary of applicant's proposal:
(1) 50 foot shaft.
(2) 150 foot drift.
Sources of information on applicant's property:
None.
Comments:

(1) Applicant claims to have exposed mica bearing pegma its in open cuts at 2 places on this property.

(2) As no information about this property other than that submitted by the applicant can be found, a field team examination is necessary.

(3) The lease on this property was transferred to the applicant by Frank Sierson on January 7, 1953.

(4) In the estimate of the cost of the project, five percent is shown allowed for contingencies, but ten percent was the actual amount entered for contingencies in the total estimated cost of the project.

Recommendation:
Field team examination.

Basil C. Dean

Copy to DMEA (3)

IN REPLY REFER TO:

G-MD-CIN

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

April 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 27 1953

Memorandum

REVIEW OF APPLICATION DMEA-2994 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil C. Dean, U. S. Geological Survey.
Applicant's name and address: N. S. Zigler, Gay, North Carolina.
Name of property: Carl Eagle mine.
Location of property: 4 miles west of Pillsboro, Jackson County, North Carolina, on a county road one mile north of State Highway 23.
Summary of applicant's proposal:
(1) 50 foot shaft.
(2) 150 foot drift.
Sources of information on applicant's property:
None.
Comments:

(1) Applicant claims to have exposed mica bearing pegmatite in open pits at 3 places on this property.

(2) As no information about this property other than that submitted by the applicant can be found, a field team examination is necessary.

(3) The lease on this property was transferred to the applicant by Frank Sierema on January 7, 1953.

(4) In the estimate of the cost of the project, five percent is shown allowed for contingencies, but ten percent was the actual amount entered for contingencies in the total estimated cost of the project.

RECOMMENDATION:
Field team examination.

Basil C. Dean

Copy 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.

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-2994
Metal or Mineral
Date Received 4-22-53
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:

H. S. ZIGLER
~~GREENS CREEK~~ GAY
NORTH CAROLINA

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson, et al, to Carl Cagle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 1950, in Book 172 at page 318.

(*b*) State any mine name by which the property is known. CARL CAGLE MINE

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) [redacted]e the mineral or minerals for which you wis[redacted] 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ~~February 24, 1953~~ APRIL 21, 1953, 195...

M. A. ZIGLER
(Applicant)

By C. D. Zigler
C. D. ZIGLER, Manager

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

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

MF-103 M. S. ZIGLER SYLVA, NORTH CAROLINA.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

1. Applicant is an individual. Charles D. Zigler is Manager, with full right to sign all instruments.

3. Copy of lease, assignments and Owner's Consent to Lien are attached.

4. This property has been worked for many years and considerably during the last war, but always by hand methods. Mica has been recovered from three (3) locations (as appear on attached sketch) and the existence of an important vein has been uncovered.

   No. 1 has been worked through two (2) pits to a depth of about 15'. Blocks recovered have sheeted to 2" x 5". It is at this location that exploration aid is requested.

   No. 2 has several shallow pits which have thus far produced only scrap and small block mica; however, block size is expected to increase when depth is reached.

   The vein at No. 3 has been exposed and appears to be 6' wide, 10' long and depth cut is 4'. These openings have produced hard, flat ruby mica - now in sight in the pegmatite.

   Property lies one (1) mile north of State Highway 23, on a county road, and about four (4) miles west of Dillsboro - shipping, supply and residence points.

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

5. It is proposed to sink a shaft, 50 feet, at Site No. 1 and then drift 150 feet in a southerly direction, under No. 2 and No. 3. This will permit entrance into the heart of the vein and allow for recovery of the existing commercial ore bodies.

   Charles D. Zigler, Applicant's son and manager, has not had a great deal of experience in mica mining. However, his Superintendent is Dexter Hall, a native of the district and fully versed in all phases of the work, having spent more than 20 years in it; throughout the immediate neighborhood. At applicant's own expense a tunnel is now being constructed into the nearby Painter Knob Mine for a distance of 215 ' (165' has been completed). Applicant holds several others in the area and is applying for aid in order to reach production as rapidly as possible.

- - - - -

MF-103 M. S. ZIGLER SYLVA, N. C.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

This work will start upon receipt of contract and be completed within 60 working days - with two (2) shifts.

Answers to Question 6.

(a)	Only independent contract will be for bulldozing the area where shaft will be sunk. This is estimated at 30 hours @ $12.00 per hour; with about 900 cubic yards of overburden to be removed (40¢ cu.yd.)	$360.00	$ 360.00
(b)	2 Working Foreman, 60 days @ $12.00 each	1440.00	
	2 Miner-Drillers " " @ 10.00 "	1200.00	
	4 Muckers " " @ 8.00 "	1920.00	
			4,560.00
(c)	Hand Tools:- picks, shovels, hammers, wheelbarrow, axes, saws, etc.	75.00	
	8 Lamps & Carbide	45.00	
	8 Miners' Hard Hats @ $6.25	50.00	
	20 pcs. steel, $6.00 average	120.00	
	500 Timkin Bits @ 42¢	210.00	
	20 cases Explosives @ $13.50	270.00	
	Exploders	60.00	
	Blasting Machine	75.00	
	Gasoline & Oil	200.00	
			1,105.00
(d)	Rental, 105 cfm Air Compressor, 3 months	525.00	
	45# Jackhammer " "	120.00	
	Single Drum Hoist " "	255.00	
	2" 10M Pump 2 "	110.00	1,010.00
(e)	None.		
(f)	Tool & Equipment House, to be erected	200.00	
	Explosive storage house " "	75.00	275.00
(g)	Accounting	50.00	
	Compensation & Liability Insurance	450.00	
	Payroll Taxes	75.00	575.00
(h)	Contingencies - 5%		788.00
	ESTIMATED COSTS		$ 8,673.00

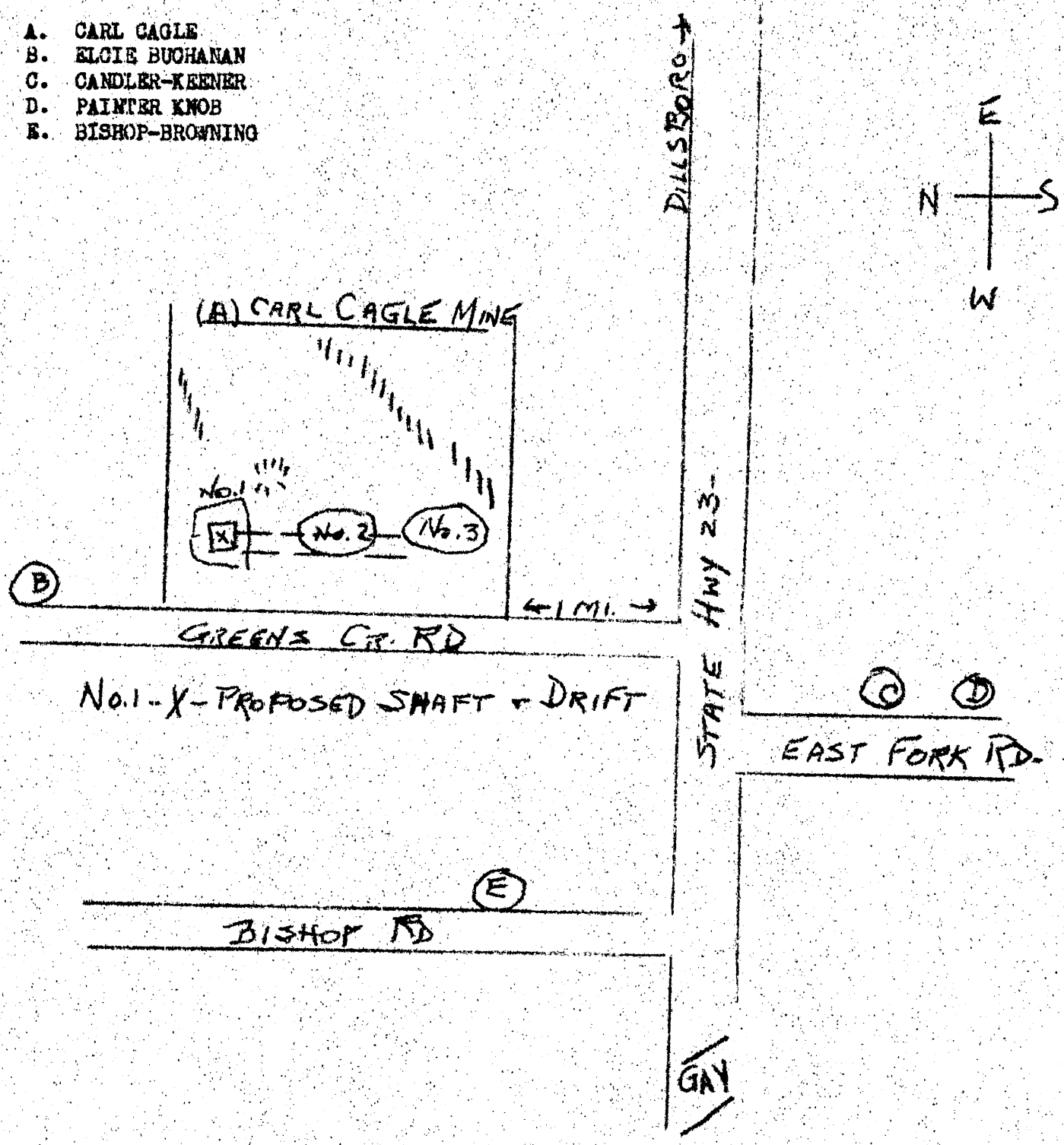
- - - -

MF-103 M. S. ZIGLER SYLVA, N. C.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

ZIGLER MINES:

A. CARL CAGLE
B. ELCIE BUCHANAN
C. CANDLER-KEENER
D. PAINTER KNOB
E. BISHOP-BROWNING



NF-103 M. S. ZIGLER GAY, N. C. LEASE COPY - CARL CAGLE MINE

LEASE FROM: Carl Cagle, et al, party of the first part, to Dexter Hall, party of the second part; both of Jackson County, N. C.

RECORDED: Jackson County. November 1, 1951; Book 189, page 260.

DESCRIPTION OF PROPERTY:

BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson and wife Sarah Bryson to Carl Cagle and recorded in the office of the Register of Deeds for Jackson County, N. C. on September 21, 1950 in Book 172 at page 318.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

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

2. As rental or royalty the party of the second part, his heirs and assigns shall pay to the parties of the first part a sum equal to ten percent (10%) of all sheet or block mica, One Dollar ($1.00) per ton for all scrap mica, Fifty Cents (50¢) for all feldspar and the usualroyalties for all other minerals mined and sold from this property.

3. That the royalties shall be paid on the fifteenth day of each calendar month following the production, sale and receipt of the sale price thereof.

4. The party of the second part, his heirs and assigns, shall keep an accurate record of all sales of minerals from this property which shall be open to inspection by the parties of the first part.

5. In the event the party of the second part should apply for a government loan to explore or operate this property, the partiesof the first part hereby authorize the party of the second part to execute any required government agreements, as Attorney in Fact, for them and in their name. If no mica is discovered by exploration this lease is cancelled.

So long as this lease remains in force the party of the second part, his heirs and assigns in connection with same shall have and enjoy (follows listing of all mining privileges).

- - - -

MF-103 M. S. ZIGLER GAY, N. C. COPY - LEASE ASSIGNMENTS
CARL CAGLE MINE.

I, Dexter Hall, of Jackson County, N. C., for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, hereby sell, assign and transfer to Frank Siersma all my right, title andinterest in and to the following described lease:

> BEING the lease executed to me on October 30, 1951, by Carl Cagle et al, and recorded in the office of the Register of Deeds for Jackson County, N. C., in Book 189 at page 260.

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

s/ Dexter Hall

ASSIGNMENT - SIERSMA TO ZIGLER

I, Frank Siersma, of Macon County, North Carolina, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, do hereby sell, assign and transfer to M. S. Zigler all my right title and interest in and to the following lease:

> BEING the lease executed October 30, 1951, from Carl Cagle et al, to Dexter Hall and recorded in the office of the Register of Deeds for Jackson County, N. C., in Book 189 at page 260, said lease having been assigned to me by Dexter Hall on November 25, 1952, which assignment is attached hereto and made a part hereof.

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

s/ Frank Siersma

BOTH ABOVE ASSIGNMENTS RECORDED IN JACKSON COUNTY ON MARCH 10, 1953, IN BOOK 198 at PAGE 94.

- - - -

FILE COPY
SURNAME:

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

JUL 27 1953

Denied

Robertson
Houk
Thomson
Hedges
Larrabee
Johnson

Mr. M. S. Zigler

Gay, North Carolina

Re: Docket No. DMEA-2994 - Mica
Carl Cagle Mine
Jackson County, North Carolina

Dear Mr. Zigler:

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

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

7-27-53

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

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

July 21, 1953

Memorandum

Denied

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2994 - Mica
Property: Carl Cagle Mine
(also called Hall-Cagle Mine)
Land conveyed from Jim T. Bryson, et al., to Carl Cagle
County Records Book 172, Page 318
Located 4 miles west of Dillsboro
Jackson County, North Carolina
Applicant: M. S. Zigler (a lessee)
Gay, North Carolina
Amount of Application: $8,673
No contract: Application denied

Docket Summary

4/22/53 Received application, MF-103
4/23/53 Acknowledged receipt of application
4/27/53 Memo received from Basil G. Dean U. S. G. S. suggesting a field team referral.
5/8/53 Memo received from W. F. Dietrich U. S. B. M. suggesting a field team referral.
5/6/53 Memo from Robert A. Lawrence and Wm. A. Beck, DMEA Field Team, Region VII. They report that property is same as under former application, DMEA-2224(Hall-Cagle Mine), which was denied a project contract. The field team is of the opinion that the present application presents no additional significant data and reaffirms original denial, June 15, 1952, made to Dexter Hall, former applicant, under DMA-2224.

Comments:

A denial of application for exploration assistance is recommended for this mine. The present application, DMEA-2994, was reviewed by DMEA Field Team, Region VII in their memorandum dated May 6, 1953. The following is reported:

"The above subject application is the same as DMA-2224 (Hall-Cagle Mine) which was denied January 15, 1952 by the Operating Committee without referral to the Field Team for examination.

"The present application (DMEA-2994) does not present significant data, in the opinion of the Field Team, to change the decision of the Acting Administrator as set forth in his letter to Mr. Dexter Hall of Green Creek, North Carolina, dated January 15, 1952."

In another memorandum dated May 14, 1953, the Regional Office says in part:

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

In view of the Field Team's adverse reports on the old Dexter Hall leases, of which this is one, the Nonmetallic Minerals Division recommends that this application for exploration assistance be denied. A denial letter is submitted herewith for approval.

Jasper T. Robertson

Jasper T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Robertson
Hale
Thomson
Farrales

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

600

July 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2994 - Mica
Property: Carl Cagle Mine
(also called Hall-Cagle Mine)
Land conveyed from Jim T. Bryson, et al., to Carl Cagle
County Records Book 172, Page 318
Located 4 miles west of Dillsboro
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Comments:

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In view of the Field Team's adverse reports on the old Dexter Hall leases, of which this is one, the Nonmetallic Minerals Division recommends that this application for exploration assistance be denied. A denial letter is submitted herewith for approval.

Jasper T. Robertson
Nonmetallic Minerals Division

MDA 7-27-53

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

Mr. Robertson

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

May 4, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 6 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Application DMEA-2994, M. S. Zigler, Gay, N.C. (mica).

The above subject application is the same property as DMA-2224 (Hall-Cagle Mine) which was denied January 15, 1952 by the Operating Committee without referral to the Field Team for an examination. The present application (DMEA-2994) does not present additional significant data, in the opinion of the Field Team, to change the decision of the Acting Administrator set forth in his letter to Mr. Dexter Hall of Greens Creek, N. C., dated January 15, 1952.

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

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

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

May 8, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2994, Mica, Carl Cagle Mine, Jackson County
North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 8 1953

IN REPLY REFER TO:

G-MD-CLM

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

Mr. Robertson

April 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 27 1953

Memorandum

REVIEW OF APPLICATION DMEA-2994 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant's name and address: M. S. Zigler, Gay, North Carolina.
Name of property: Carl Cagle mine.
Location of property: 4 miles west of Dillsboro, Jackson County, North Carolina, on a county road one mile north of State Highway 23.
Summary of applicant's proposal:
(1) 50 foot shaft.
(2) 150 foot drift.
Sources of information on applicant's property:
None.
Comments:

(1) Applicant claims to have exposed mica bearing pegmatite in open pits at 3 places on this property.

(2) As no information about this property other than that submitted by the applicant can be found, a field team examination is necessary.

(3) The lease on this property was transferred to the applicant by Frank Siersma on January 7, 1953.

(4) In the estimate of the cost of the project, five percent is shown allowed for contingencies, but ten percent was the actual amount entered for contingencies in the total estimated cost of the project.

RECOMMENDATION:
Field team examination.

Basil G. Dean
Basil G. Dean

April 23, 1953

Mr. M. S. Zigler
Gay
North Carolina

Subject: DMEA-2994
Re: Exploration Assistance
Carl Cagle Mine

My dear Mr. Zigler:

The receipt of your application dated April 21, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2994 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2994 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INT.
Defense Minerals Administration
RECEIVED
APR 22 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-2994
Metal or Mineral
Date Received 4-22-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

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

M. S. ZIGLER
~~GREENS CREEK~~ Gay
NORTH CAROLINA

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson, et al, to Carl Cagle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 1950. in Book 172 at page 318.

(*b*) State any mine name by which the property is known. CARL CAGLE MINE

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

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

(*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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ~~February 24, 1953~~ APRIL 21, 1953, 195...

M. A. ZIGLER
(Applicant)

By C. D. Zigler
C. D. ZIGLER, Manager

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

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

MF-103 M. S. ZIGLER SYLVA, NORTH CAROLINA.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

1. Applicant is an individual. Charles D. Zigler is Manager, with full right to sign all instruments.

3. Copy of lease, assignments and Owner's Consent to Lien are attached.

4. This property has been worked for many years and considerably during the last war, but always by hand methods. Mica has been recovered from three (3) locations (as appear on attached sketch) and the existence of an important vein has been uncovered.

   No. 1 has been worked through two (2) pits to a depth of about 15'. Blocks recovered have sheeted to 2" x 5". It is at this location that exploration aid is requested.

   No. 2 has several shallow pits which have thus far produced only scrap and small block mica; however, block size is expected to increase when depth is reached.

   The vein at No. 3 has been exposed and appears to be 6' wide, 10' long and depth cut is 4'. These openings have produced hard, flat ruby mica - now in sight in the pegmatite.

   Property lies one (1) mile north of State Highway 23, on a county road, and about four (4) miles west of Dillsboro - shipping, supply and residence points.

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

5. It is proposed to sink a shaft, 50 feet, at Site No. 1 and then drift 150 feet in a southerly direction, under No. 2 and No. 3. This will permit entrance into the heart of the vein and allow for recovery of the existing commercial ore bodies.

   Charles D. Zigler, Applicant's son and manager, has not had a great deal of experience in mica mining. However, his Superintendent is Dexter Hall, a native of the district and fully versed in all phases of the work, having spent more than 20 years in it; throughout the immediate neighborhood. At applicant's own expense a tunnel is now being constructed into the nearby Painter Knob Mine for a distance of 215 ' (165' has been completed). Applicant holds several others in the area and is applying for aid in order to reach production as rapidly as possible.

- - - - -

MF-103 M. S. ZIGLER SYLVA, N. C.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

This work will start upon receipt of contract and be completed within 60 working days - with two (2) shifts.

Answers to Question 6.

(a)	Only independent contract will be for bulldoxing the area whers shaft will be sunk. This is estimated at 30 hours @ $12.00 per hour; with about 900 cubic yards of overburden to be removed (40¢ cu.yd.)	$360.00	$ 360.00
(b)	2 Working Foreman, 60 days @ $12.00 each	1440.00	
	2 Miner-Drillers " " @ 10.00 "	1200.00	
	4 Muckers " " @ 8.00 "	1920.00	
			4,560.00
(c)	Hand Tools:- picks, shovels, hammers, wheelbarrow, axes, saws, etc.	75.00	
	8 Lamps & Carbide	45.00	
	8 Miners' Hard Hats @ $6.25	50.00	
	20 pcs. steel, $6.00 average	120.00	
	500 Timkin Bits @ 42¢	210.00	
	20 cases Explosives @ $13.50	270.00	
	Exploders	60.00	
	Blasting Machine	75.00	
	Gasoline & Oil	200.00	
			1,105.00
(d)	Rental, 105 cfm Air Compressor, 3 months	525.00	
	45# Jackhammer " "	120.00	
	Single Drum Hoist " "	255.00	
	2" 10M Pump 2 "	110.00	1,010.00
(e)	None.		
(f)	Tool & Equipment House, to be erected	200.00	
	Explosive storage house " "	75.00	275.00
(g)	Accounting	50.00	
	Compensation & Liability Insurance	450.00	
	Payroll Taxes	75.00	575.00
(h)	Contingencies - 5%		788.00
	ESTIMATED COSTS		$ 8,673.00

- - - -

MF-103 M. S. ZIGLER GAY, N. C. LEASE COPY - CARL CAGLE MINE

LEASE FROM: Carl Cagle, et al, party of the first part, to Dexter Hall, party of the second part; both of Jackson County, N. C.

RECORDED: Jackson County. November 1, 1951; Book 189, page 260.

DESCRIPTION OF PROPERTY:

BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson and wife Sarah Bryson to Carl Cagle and recorded in the office of the Register of Deeds for Jackson County, N. C. on September 21, 1950 in Book 172 at page 318.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

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

2. As rental or royalty the party of the second part, his heirs and assigns shall pay to the parties of the first part a sum equal to ten percent (10%) of all sheet or block mica, One Dollar ($1.00) per ton for all scrap mica, Fifty Cents (50¢) for all feldspar and the usualroyalties for all other minerals mined and sold from this property.

3. That the royalties shall be paid on the fifteenth day of each calendar month following the production, sale and receipt of the sale price thereof.

4. The party of the second part, his heirs and assigns, shall keep an accurate record of all sales of minerals from this property which shall be open to inspection by the parties of the first part.

5. In the event the party of the second part should apply for a government loan to explore or operate this property, the partiesof the first part hereby authorize the party of the second part to execute any required government agreements, as Attorney in Fact, for them and in their name. If no mica is discovered by exploration this lease is cancelled.

So long as this lease remains in force the party of the second part, his heirs and assigns in connection with same shall have and enjoy (follows listing of all mining privileges).

- - - -

MF-103 M. S. ZIGLER GAY, N. C. COPY - LEASE ASSIGNMENTS
CARL CAGLE MINE.

I, Dexter Hall, of Jackson County, N. C., for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, hereby sell, assign and transfer to Frank Siersma all my right, title andinterest in and to the following described lease:

> BEING the lease executed to me on October 30, 1951, by Carl Cagle et al, and recorded in the office of the Register of Deeds for Jackson County, N. C., in Book 189 at page 260.

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

s/ Dexter Hall

ASSIGNMENT - SIERSMA TO ZIGLER

I, Frank Siersma, of Macon County, North Carolina, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, do hereby sell, assign and transfer to M. S. Zigler all my right title and interest in and to the following lease:

> BEING the lease executed October 30, 1951, from Carl Cagle et al, to Dexter Hall and recorded in the office of the Register of Deeds for Jackson County, N. C., in Book 189 at page 260, said lease having been assigned to me by Dexter Hall on November 25, 1952, which assignment is attached hereto and made a part hereof.

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

s/ Frank Siersma

BOTH ABOVE ASSIGNMENTS RECORDED IN JACKSON COUNTY ON MARCH 10, 1953, IN BOOK 198 at PAGE 94.

- - - -

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson, et al, to Carl Cagle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 1950, in Book 172 at page 318.

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

2/ M. S. ZIGLER
GAY, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 20th day of April, 1953.

_____ [Seal]

Dalton A. Hall [Seal]

Attorney in Fact
(in accordance with lease) [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands conveyed by deed, dated August 17, 1944, from Jim T. Bryson, et al, to Carl Cagle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 1950, in Book 172 at page 318.

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

2/ M. S. ZIGLER
GAY, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 20th day of April, 1953.

_____ [Seal]

Dalton Hale [Seal]

Attorney in Fact
(in accordance with lease) [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands conveyed by deed, dated August 17, 1944, from Jim R. Bryson, et al, to Carl Gagle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 1950, in Book 172 at page 310.

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

2/ M. S. [illegible]

GAY, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 20th day of April, 195 3.

_____ [Seal]

Dalton Hall [Seal]

Attorney in Fact
(in accordance with lease) [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] the land conveyed by deed, dated August 17, 19[illegible], from [illegible] Dyson, et al, to Carl Gayle, and recorded in the office of the Register of Deeds for Jackson County, N. C., on September 21, 19[illegible], in Book 172 at page 31[illegible].

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

2/ [illegible] N. C. [illegible]

[illegible], N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 20th day of April, 195 3.

_____ [Seal]

Dutton Hall [Seal]
Attorney in fact
(in accordance with lease)

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible]

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

2/ [illegible]

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this [illegible] day of [illegible], 195[illegible].

_____ [Seal]

Delta Hall [Seal]

[illegible] [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

_____

_____

_____

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

2/ _____

_____

hereinafter called the "Operator"; and

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

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

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

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

Dated this _____ day of _____, 195_.

_____ [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

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

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

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

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

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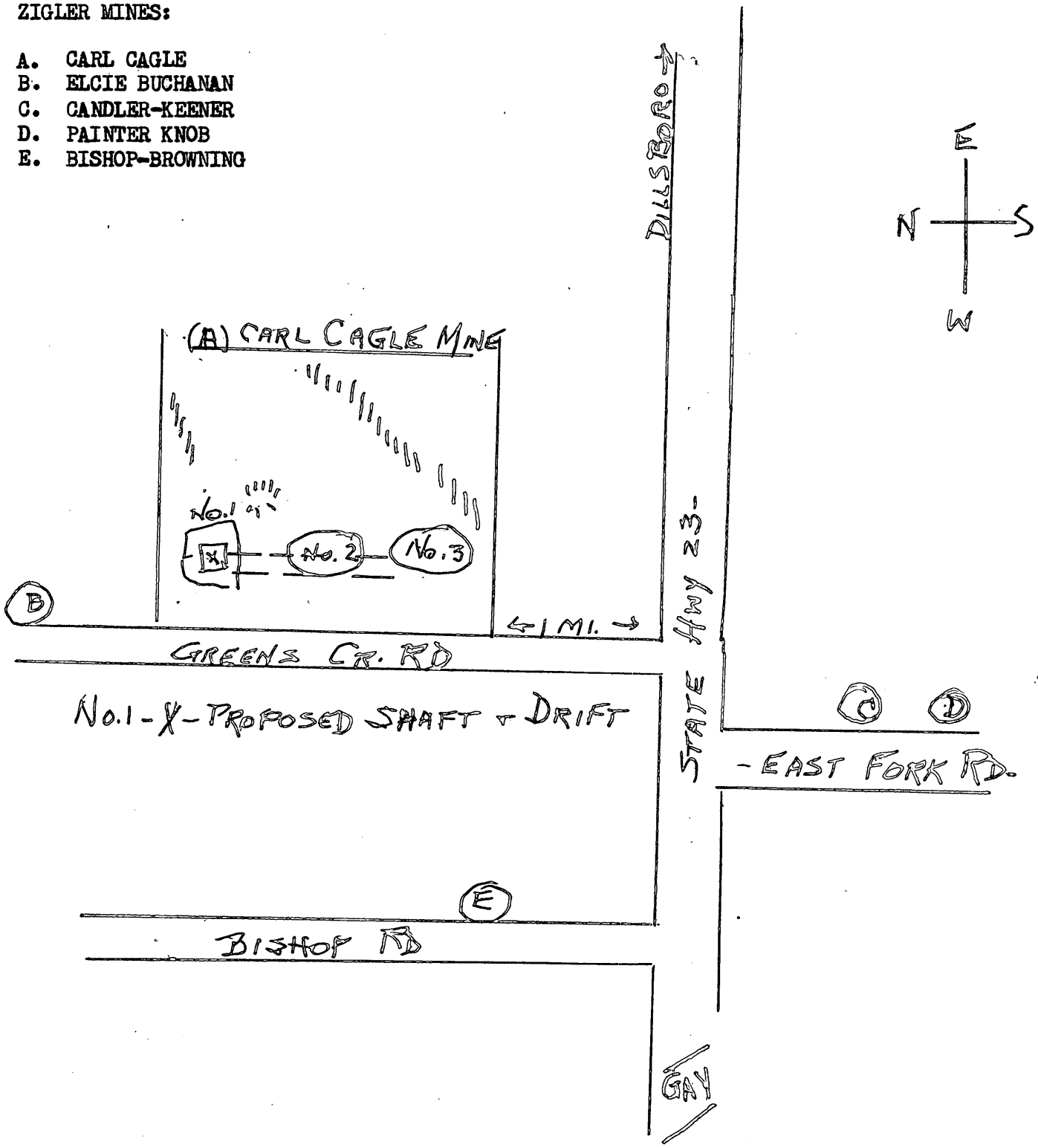
HM EQ-2994

MF-103 M. S. ZIGLER SYLVA, N. C.

- MICA -
CARL CAGLE MINE
JACKSON COUNTY

ZIGLER MINES:

A. CARL CAGLE
B. ELCIE BUCHANAN
C. CANDLER-KEENER
D. PAINTER KNOB
E. BISHOP-BROWNING



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BUSINESS

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

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Form 6-30
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
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Knoxville, Tennessee
OFFICIAL BUSINESS
16—47319-2

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Mr. George C. Selfridge, Chairman
Operating Committee, O M P A
Dept. of the Interior
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