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

OFFICIAL FILE COPY
DMEA
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July 2, 1958

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-5065 (mica) Nick Stigaillo and Anthony Lagori, Chicago, Illinois. Rocky-Fork Mine, Yancey County, N. C.

Enclosed are the original and one copy of the mining lease for the Rocky Fork mine, received here today, to supplement the application which was received in June.

The original notarized lease probably should be returned to the Applicant.

Robert A. Laurence

Robert A. Laurence

V. V. Lynch

V. V. Lynch, Member
Bureau of Mines

Mr. Houk says to leave lease here until
Applicant requests it.

Mining Lease

The Great State of North Carolina.

County of Yancey.

This Mining lease made and entered into on this 20th day of January 1958, by and between Percy Threadgill and wife Ethel H.Threadgill, parties of the first part, herein referred to as the owners, and Nick Stigalo and Anthony Ligori, parties of the second part, herein referred to as the Lessees.

WITNESSETH: Whereas the above named owners, for and in consideration of the performance of the conditions and agreements and payments of royalties as hereinafter stated, have bargained and leased and by these presents do bargain, lease and grant unto the said Lessees, their heirs or assigns for mining purpose, for the time and period fixed in paragraph (1) below, that certain tract of land on what is known as the Threadgill Boundary on the Waters of Cat Tail Creek in Pensacola Township of Yancey County, and more completely described as follows: Begining on a stake which is located 50' west of what is known as the Rocky Fork Mineand running 250' west to an 8"spanisn oak;thence south 300 feet to a 12" Chestnut Oak;thence east 600 feet to a stake ;thence north 600 ft to a stake; thence west 600 ft to a stake;thence south 300 ft to a point of closing.The north east corner oft this tract being south 56 30 min East 2500 to the bear pen mine.

To have to and to hold the said premises for mining purposes unto the said Lessees, their heirs and assigns for the period of time fixed herein below, upon the full compliance with each and all of the following stipulations and agreements;

1. Period of Time. This lease shall begin Jan 20 1958 and shall be in full force and effect for a period of one year ending Jan 20 1959, unless sooner terminated as herinafter provided.

B. The owners hereby agree to extend this lease for as many as five additional years on the same terms and conditions set forth herein, provided all the terms and conditions set forth herein shall have been complied with by the said Lessees.

C. If the Lessees fail to mine upon the said premises in a workmanlike manner for any period of time of as much as sixty days duration, then in that event it shall be deemed that the said lessees mining operations on the said premises has ceased and thereupon the owners at their option, may declare this lease null and void and of no effect and of no further force and may re-enter and take possession of said premises.

D. If the Lessees fail to pay any royalty payments as herein required, the owners, at their option may have the right to re-enter and may declare this lease null and void and of no effect and of no further force and then they have the right to take possession of the above premises.

2-A. Mining Rights. The Lessees shall have the right to dig search for, quarry, mine and obtain Mica, Feldspar and other minerals from the said premises using such machinery as is reasonably convenient and customary in a fully equipped mine.

B. The Lessees shall have the right of egress and ingress over the roads leading to and from the above mines, the Lessees agreeing to pay for the upkeep of the said roads leading to the said mines.

C. The Lessees shall have the right to use the surface of the said lands to the full extent that such use is reasonably necessary for the operation of the mining, digging, processing and removal of the said minerals.

It is understood and agreed that should any part of the land herein described extend over beyond the boundary of the first parties land or the land leased to W.A.Bunn,then in that event that land is not included in this lease.

D. The Lessees shall have the right to construct and place upon said lands such buildings and machinery as is reasonably necessary for the operation of the mines, it being expressly understood and agreed that upon the termination or expiration of this lease, all buildings and machinery placed thereon by the said Lessees may be removed within a period of 30 days from the said expiration or termination. After the said expiration of the above mentioned 30 day period it is mutually understood and agreed that all buildings and machinery remaining shall become the property of the said parties of the first part. It is further understood and agreed that the said Lessees shall not remove any buildings, piping or other equipment belonging to the said owners and now located on the above lands, and the said Lessees agree that they will keep all buildings used by them for camps and belonging to the said owners in as good repair as they are now in.

E. The Lessees shall have the right to cut and use such timber from the above described premises as may be necessary for the safe operation of the said mine or mines, provided they cut such timber as is approved by the owners.

3. Manner of Work. The Lessees agree to use sufficient machinery, tools and equipment and labor so as to operate the mines on the said premises in a workmanlike manner, and at all times to keep the mine in a clean and workable condition.

4. The Lessees shall, and hereby expressly agree, that all Mica and other minerals taken from the said mines shall be sheeted and worked on the above premises or in some location approved in writing by the owners and after the Mica has been sheeted and worked it shall be sold to the buyer offering the highest price.

5. Royalty. The Lessees shall and do hereby agree to pay the owners a royalty as follows:

A. The Lessees agree to pay to the owners a sum equal to one eighth of the sale price or all Mica, Feldspar and other minerals sold and the above payments shall be made either at the time of the sale, or not later than the first of each month for all minerals sold during the previous month.

B. Starting on the first day of January 1959, and on the first day of each and every month thereafter during the term of this lease or any extension thereof, should the royalty payments from the minerals mined and sold be less than one hundred dollars, the Lessees agree that they will, in addition to the payments provided in paragraph 5A, above, pay to the owners a sum equal to the difference between the royalty payments on the minerals sold during the preceding month and one hundred dollars, it being understood and agreed that one hundred dollars shall be the minimum royalty to be paid on each and every month.

C. The Lessees may surrender this lease at any time and thereby canceling all of the stipulations herein to be performed by them after the date of said surrender or cancelation agreement.

6. Inspection of premises. The owners or their agents shall have the right to inspect the mines the minerals taken therefrom regardless of where they are stored, all records and books of the said Lessees as to any and all the minerals mined and removed from the above described premises.

7. Transfer. It is expressly understood and agreed by all the parties hereto that this lease shall not be transferred or assigned by the said Lessees, their heirs or assigns, to any person firm or corporation without the consent in writing of the said owners.

8. Fire, fish and game. A. The Lessees and all persons in their employ shall use particular care to prevent any forest fires which might damage timber on this or adjoining lands.

B. It is expressly understood and agreed that neither the Lessees or any persons in their employ shall be permitted to take or destroy any fish or game on this or the adjoining lands of the said owners.

9. Covenants. The owners covenant to and with the said Lessees, their heirs or assigns that they are the owners of the above described lands and that they have a lawful right to execute this lease upon the terms herein stated, and they they will warrant and defend the title to same against the lawful claims of all persons whom so ever.

In witness whereof the said owners and the Lessees have hereto set their hands and seals on this 20th day of January 1958.

Percy Threadgill Seal

Ethel H. Threadgill Seal

Parties of the 1st part Owners

Anthony Jagow Seal

Nick Sutsoulas Seal

Lessees and parties of the second part.

State of ~~North Carolina~~ FLORIDA, County of ~~Yancey~~ Dade.

I, Richard C. Harner A Notary Public, do hereby certify that Percy Threadgill and his wife Ethel H. Threadgill personally appeared before me this day and acknowledge the due execution of the foregoing mining lease for all the purposes therein expressed

Richard C. Harner
Notary Public

My commission expires May 3, 1958

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

CENTRAL COPY
DMEA
JUL 7 1958

July 2, 1958

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: DMEA-5065 (mica) Nick Stigaillo and Anthony Lagori, Chicago, Illinois. Rocky-Fork Mine, Yancey County, N. C.

Enclosed are the original and one copy of the mining lease for the Rocky Fork mine, received here today, to supplement the application which was received in June.

The original notarized lease probably should be returned to the Applicant.

Robert A. Laurence

V. J. Lynch, Member
Bureau of Mines

RAL/sm
Lynch
Files

DMEA 5065

C - O - P - Y

Mining Lease

The Great State of North Carolina.

County of Yancey.

This Mining lease made and entered into on this 20th day of January 1958, by and between Percy Threadgill and wife Ethel H. Threadgill, parties of the first part, herein referred to as the owners, and Nick Stigalo and Anthony Ligori, parties of the second part, herein referred to as the Lessees.

WITNESSETH: Whereas the above named owners, for and in consideration of the performance of the conditions and agreements and payments of royalties as hereinafter stated, have bargained and leased and by these presents do bargain, lease and grant unto the said Lessees, their heirs or assigns for mining purpose, for the time and period fixed in paragraph (1) below, that certain tract of land on what is known as the Threadgill Boundary on the Waters of Cat Tail Creek in Pensacola Township of Yancey County, and more completely described as follows:

Begining on a stake which is located 50' west of what is known as the Rocky Fork Mine and running 250' west to an 8" Spanish Oak; thence south 300' to a 12" Chestnut Oak; thence east 600 feet to a stake; thence north 600' to a stake; thence west 600' to a stake; thence south 300' to a point of closing. The north east corner of this tract being south 56° 30 min. east 2500' to the bear pen mine.

To have to and to hold the said premises for mining purposed unto the said Lessees, their heirs and assigns for the period of time fixed herein below, upon the full compliance with each and all of the following stipulations and agreements:

1. Period of Time. This lease shall begin Jan 20 1958 and shall be in full force and effect for a period of one year ending Jan 20 1959, unless sooner terminated as hereinafter provided.

B. The owners hereby agree to extend this lease for as many as five additional years on the same terms and conditions set forth herein, provided all the terms and conditions set forth herein shall have been complied with by the said Lessees.

C. If the Lessees fail to mine upon the said premises in a workmanlike manner for any period of time of as much as sixty days duration, then in that event it shall be deemed that the said lessees mining operations on the said premises has ceased and thereupon the owners at their option, may declare this lease null and void and of no effect and of no further force and may re-enter and take possession of said premises.

D. If the Lessees fail to pay any royalty payments as herein required, the owners, at their option may have the right to re-enter and may declare this lease null and void and of no effect and of no further force and then they have the right to take possession of the above premises.

2-A. Mining Rights. The Lessees shall have the right to dig search for, quarry, mine and obtain Mica, Feldspar and other minerals from the said premises using such machinery as is reasonably convenient and customary in a fully equipped mine.

B. The Lessees shall have the right of egress and ingress over the roads leading to and from the above mines, the Lessees agreeing to pay for the upkeep of the s aid roads leading to the said mines.

C. The Lessees shall have the right to use the surface of the said lands to the full extent that such use is reasonably necessary for the operation of the mining, digging, processing and removal of the said minerals.

It is understood and agreed that should any part of the land herein described extend over beyond the boundary of the first parties land or the land leased to W.A. Bunn, then in that event that land is not included in this lease.

D. The Lessees shall have the right to construct and place upon said lands such buildings and machinery as is reasonably necessary for the operation of the mines, it being expressly understood and agreed that upon the termination or expiration of this lease, all buildings and machinery placed thereon by the said Lessees may be removed within a period of 30 days from the said expiration or termination. After the said expiration of the above mentioned 30 day period it is mutually understood and agreed that all buildings and machinery remaining shall become the property of the said parties of the first part. It is further understood and agreed that the said Lessees shall not remove any buildings, piping of other equipment belonging to the said owners and now located on the above lands, and the said Lessees agree that they will keep all buildings used by them for camps and belonging to the said owners in as good repair as they are now in.

E. The Lessees shall have the right to cut and use such timber from the above described premises as may be necessary for the ~~safe~~ operation of the said mine or mines, provided they cut such timber as is approved by the owners.

3. Manner of Work. The Lessees agree to use sufficient machinery, tools and equipment and labor so as to operate the mines on the said premises in a workmanlike manner, and at all times to keep the mine in a clean and workable condition.

4. The Lessees shall, and hereby expressly agree, that all Mica and other minerals taken from the said mines shall be sheeted and worked on the above premises or in some location approved in writing by the owners and after the Mica has been sheeted and worked it shall be sold to the buyer offering the highest price.

5. Royalty. The Lessees shall and do hereby agree to pay the owners a royalty as follows:

A. The Lessees agree to pay to the owners a sum equal to one eighth of the sale price or all Mica, Feldspar and other minerals sold and the above payments shall be made either at the time of the sale, or not later than the first of each month for all minerals sold during the previous month.

B. Starting on the first day of January 1959 _ _ _ _ _, and on the first day of each and every month thereafter during the term of this lease or any extension thereof, should the royalty payments from the minerals mined and sold be less than one hundred dollars, the Lessees agree that they will, in addition to the payments provided in paragraph 5A, above, pay to the owner a sum equal to the difference between the royalty payments on the minerals sold during the preceding month and one hundred dollars, it being understood and agreed that one hundred dollars shall be the minimum royalty to be paid on each and every month.

C. The Lessees may surrender this lease at any time and thereby canceling all of the stipulations herein to be performed by them after the date of said surrender or cancelation agreement.

6. Inspection of premises. The owners or their agents shall have the right to inspect the mines the minerals taken therefrom regardless of where they are stored, all records and books of the said Lessees as to any and all the minerals mined and removed from the above described premises.

7. Transfer. It is expressly understood and agreed by all the parties hereto that this lease shall not be transferrred or assigned by the said Lessees, their heirs or assigns, to any person firm or corporation without the consent in writing of the said owners.

8. Fire, fish and game. A. The Lessees and all persons in their employ shall use particular care to prevent any forest fires which might damage timber on this or adjoining lands.

B. It is expressly understood and agreed that neither the Lessees or any persons in their employ shall be permitted to take or destroy any fish or game on this or the adjoining lands of the said owners.

9. Convenants. The owners convenant to and with the said Lessees, their heirs or assigns that they are the owners of the above described lands and that they have a lawful right to execute this lease upon the terms herein stated, and they will warrant and defend the title to same against the lawful claims of all persons whom so ever.

In witness whereof this said owners and the Lessees have hereto set their hands and seals on this 20th. day of January _ _ _ _ _ _, 1958.

Signed: _ _ Percy Threadgill _ _ _ _ _ Seal

Signed: _ _ Ethel H. Threadgill _ _ _ _ Seal

Parties of the 1st. part Owners

Signed: Mark Stigala Seal

" Anthony Lagore Seal

Lessees and parties of the second part.

State of Florida, County of Dade

I, Richard C. Harner A Notary Public, do hereby certify that Percy Threadgill and his wife Ethel H. Threadgill Personally appeared before me this day and acknowledge the due execution of t e foregoing mining lease for all the purposes therein expressed

Signed: Richard C. Harner

Notary Public

My Commission Expires May 3, 1958.

CODE
DATE

DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 5065

Application
- [ ] Denied
- [x] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [ ] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [ ] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [ ] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

Form MF-103
Revised Feb. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1035.3
Approval expires June 30, 1958

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

Nick Stigaillo and Anthony Lagori
c/o Sam L. Phillips
Spruce Pine, N.C.

RECEIVED JUN 23 1958 DMEA

APPLICANT NOT TO USE THIS BLOCK

Docket Number	DMEA-5065
Date Received	6-23-58
Government Participation %	
Region	V
Division Code	600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [ ]
- Partnership [X]
- Other (Specify) [ ]

State in which firm is organized: N.C.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Nick Stigaillo	5125 West North Ave., Chicago, Ill.	Partner
Anthony Lagori	1750 No. Natoma, Chicago, Illinois	*Partner

Mineral(s) for which you wish to explore: Mica

Estimated Cost of Project: $ 6,650.00

LOCATION OF PROPERTY

Name	County	State
5 miles East of Pensacola "Rocky Fork Mine"	Yancey	N.C.

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order-I, Amended, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

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.

6-19-58
Dated

Nick Stigaillo
Anthony Lagori
BY (Signature)

Partners
Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

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)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order-1, Amended.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC. WASH. D.C. 15539

MF-103 (Continuation Sheet)

DMEA
JUN 23 1958

1. (a) Description on lease.

   (b) Prospect will be known as the "Rocky Fork Mine".

   (c) Lessee

   (d) No Lien.

2. (a) There has been some previous work done.

   (b) Applicant has no interest in previous operations.

   (c) No records of past production.

   (d) There is a significant amount of strategic grade mica in vein material showing.

   (e) Pegmatite vein.

   (f) There is some vein showing, and we believe that with exploration work, we will recover some good ruby mica.

3. (a) Road access will be bulldozed, and Nick Stigailo or Anthony Lagori will meet the D.M.E.A. representatives at Pensacola, N.C., and go with them to the prospect ~~with~~ which is located five miles east of Pensacola in Yancey County.

   (b) We propose to bulldoze road access, manpower, equipment and supplies are available.

4. (a) We propose to bulldoze road access, and bulldoze away overburden to best locate shaft site, then sink a 5' X 7' shaft to a depth of 50', then drift with vein for a distance of 100'.

   (b) Road access will be bulldozed.

   (c) Work can begin within 15 days after contract is received, and project can be completes within six months.

5. Anthony Lagori personal sheet attached,, Nick Stigailo on file with D.M.E.A.

6. Estimate of costs:

15 Hours Bulldozing @ $10.00 per hour	$ 150.00
50' Shaft (5' X 7') @ $50.00 per foot	$ 2500.00
100' Drift @ $40.00 per foot	$ 4000.00
Total estimated cost of project:	$ 6650.00

7. (a) Will share cost of proposed project.

   (b) Money and equipment.

Leases and consents to lien will follow -

Anthony Lagori
1750 N. Natoma Avenue
Chicago, Illinois

The above named person is 43 years of age, borned in Chicago, Illinois . Mr. Lagori is married and has three children, he is President of Lagori's Sandwich Shop's, Inc., also spent ten years as a life insurance man, and superintendent for eight of the ten years. He has a good reputation in his community for honesty, also does a lot of chairtable work and he list the following as reference:

Maywood Proviso Bank
5th and Madison
Maywood, Illinois

Citizen National Bank
5200 W. Chicago Ave.
Chicago, Illinois

Angelo Espisoto Builders
6500 W. North Avenue
Oak Park, Illinois

NAME OR ...

...OOM

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Use other side first

U. S. Government Messenger Envelope

Standard Form No. 65 (Rev. 1/46)

1. Use blocks consecutively, one at a time.
2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM	
Mr. Bye 3 & 4	RUN / STOP	Room 2258	RUN / STOP
Mr. E. H. Reed GS BLDG.	RUN / STOP	Mr. Kozy Procurement Secy	RUN / STOP
Mr. Fiedler 2215 GSA Bldg	RUN / STOP	Mr. Rust, Chief Photo Laboratory Rm B-341 GS Bldg	RUN / STOP
Mr. Snyder 244	RUN / STOP	Div. of Legislation Room 5448 5312	RUN / STOP
B-208	RUN / STOP	Mr. W. N. Chamberlain D. M. E. A	RUN / STOP
	RUN / STOP		RUN / STOP
	RUN / STOP		RUN / STOP
Carlos Whiting Reclamation 7642	RUN / STOP		RUN / STOP
Room 400 Robert Thompson	RUN / STOP		RUN / STOP
Mr. Moon 222	RUN / STOP		RUN / STOP

Send surplus envelopes to supply room for reissue.

Use other side

Use RUN and STOP only when messenger service between Government buildings in Washington is required. Your mail room has RUN and STOP information.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/6	Houk	600
3/6	Selfridge	120
		110
3/9	C	220
		600

600

MAR 6 1959

Messrs. Nick Stigaillo and
Anthony Lagori
c/o Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-5065-Mica
Nick Stigaillo and Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Gentlemen:

Reference is made to our letter of January 29, 1959, regarding action required to make your DMEA application eligible for consideration under the OME regulations.

We wish to cooperate with you in allowing ample time to complete such action, but, if we do not hear from you within 30 days from the date of this letter, we will assume that you are no longer interested in proceeding with your application, and we will consider it as having been withdrawn.

Sincerely yours,

(signed) FRANK E. JOHNSON (fh)

Acting Director

LGHouk:gad 3/6/59
Copy to: Dir. R. File
Region V
Mr. Kiilsgaard, USGS
Mr. Dietrich, 3061

no response received to date 4-13-59 gad

8623

UNITED STATES
NUCLEAR ENERGY COMMISSION
OFFICE OF INFORMATION MANAGEMENT
Washington 25, D. C.

January 31, 1979

Memorandum for Docket

Subject: Withdrawal of Pending DMA Applications

Effective this date, this pending DMA application is considered withdrawn for statistical purposes.

If, at a later date, the applicant requests reconsideration under the OMB program, all pertinent material in the DMA file should be transferred to the new OMB docket.

Frank E. Johnson
Frank E. Johnson
Acting Director

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1/16	Anderson	600
1/14	Houk	600
1/22	Selfridge	120
		~~110~~
1/29	C	220
		600

600

JAN 29 1959

Messrs. Nick Stigaillo and
Anthony Lagori
c/o Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-5065-Mica
Nick Stigaillo and Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Gentlemen:

Enclosed is a copy of the regulations for obtaining Federal assistance in financing mineral exploration under which the new Office of Minerals Exploration will operate.

If you wish that your partly processed DMEA application be considered under the OME regulations, please complete and return four of the copies of the attached application, MME Form 40.

Your attention is called especially to the certification which when signed declares that you would not ordinarily undertake the proposed exploration under current conditions and circumstances at your sole expense, and to Item 1(a) -- and 1(c) if applicable -- which relates to information used to determine your financial eligibility under the new exploration program. Information that is included in your DMEA application need not be repeated in the OME application, but you can add new information if you so desire. The lapse of time since you submitted your DMEA application may have caused your lease from Percy Threadgill and wife Ethel Threadgill to become obsolete. Please submit to this office a confirmation from the lessors that the lease is in good standing. If not, it will be necessary that you obtain a new lease.

Also enclosed are six copies of the Lien and Subordination Agreements, MME Form 52, referred to in Item 2(c) of the application. Early submittal of five completed copies of the form will save time in case you apply for exploration assistance under the OME program and a contract is granted.

If you do not wish to participate in the OME program, we shall appreciate being so informed.

Sincerely yours,

WCAnderson:gad 1/16/59

Frank E. Johnson

Acting Director

Copy to: Dir. R. File
Region V
Mr. Kiilsgaard
Mr. Dietrich
Mr. Houk

Enclosures

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/19	Jackson	600
600 9/19	[illegible]	100
		225

Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-5065-Mica
Stigaillo, Nick, and Anthony Legori
Rocky Fork Mine
Yancey County, North Carolina

Dear Mr. Phillips:

As you have an application for exploration aid pending in our office, perhaps you may wish to study the proposed OME regulations and comment on them before October 17 as provided in the first paragraph of the enclosed notice reprinted from the Federal Register of September 17, 1958.

Some time after October 17 when the final regulations become effective, we will send you the new application form so you may furnish any additional information necessary to process your application for aid under the new program.

Sincerely yours,

C. O. McMendord

Director

Enclosure

LGHouk/hb (9/19/58)
Copy to: Dir. R. File
Mr. Houk
Region V

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/21	Houk	600
	Martin	130
		~~130~~
		~~130~~
7/21	[illegible]	110
7/21	[illegible]	100
7/22	H.G.	220
		P.F
	Kilsgaard	
	Yoder	

600

JUL 21 1958

Mr. Anthony Lagori
4754 West Chicago Ave.
Chicago, Illinois

Re: Docket No. DMEA-5065-Mica
Nick Stigaillo and
Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Dear Mr. Lagori:

Reference is made to your letter of July 16, 1958, inquiring how long it will be before new exploration legislation is enacted. We are unable to answer your question at the present time.

However, we will be glad to hold your application until the Congress acts on pending legislation to continue exploration aid. If the aid is continued, we will then ask you to state whether you wish us to consider your application under regulations established for the new program.

Sincerely yours,

C. O. Mitchell (dr)

Administrator

LGHouk:rsi 7/18/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Nick Stigaillo

8623

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 18 1958

DATE	INITIALS	CODE
7/18	C	220
7/18	Krub	600
		225

United States
Department of the Interior
Defense Minerals Exploration
Administration
Washington 25 D.C.

Chicago, July 16,1958

Re: Letter Jun 30, 1958
Docket No. DMEA-5065-Mica
Nick Stigaillo and
Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Gentlemen:

At present, our operations have been stopped, until we have heard from your Departament.

We would appreciated some information on how long any legislation DMEA will be enacted.

Please let us know as soon as possible any information you have, so we can planned our operations of the mine.

We thank you for your cooperation.

Sincerely

Anthony Lagori

Please reply to:
Anthony Lagori
4754 West Chicago Ave.
Chicago, Illinois.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/30	Hoch	600
6/30	Selfridge	130
6/30	McMahon	130
6/30	Kilsgaard	130
"	Jensen	110
"	Mittendorf	100
6/30	C	220
		600

600

JUN 30 1958

Messrs. Nick Stigaillo and
Anthony Lagori
c/o Mr. Sam L. Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-5065-Mica
Nick Stigaillo and
Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Gentlemen:

The application for assistance in exploring your property, under the captioned docket number, has been reviewed by the Division of Nonmetallic Minerals of the Defense Minerals Exploration Administration. It has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee.

I regret to inform you that your application was not received in sufficient time to permit us to complete its processing before June 30, 1958, the expiration date of the DMEA program. Legislation has been introduced in the Congress, however, to continue the DMEA type of program. If such legislation is enacted, upon written request, we shall be glad to consider your application under the rules and regulations established for the new program.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

LGHouk:rsi 6/30/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/30	Houk	600
6/30	[illegible]	130
"	[illegible]	110
"	[illegible]	100
		220
6/30	Kiilsgaard	

600

JUN 30 1958

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

Re: Docket No. DMEA-5065-Mica
Nick Abigaillo and
Anthony Lagori
Rocky Fork Mine
Yancey County, North Carolina

Dear Mr. Laurence:

The subject application is being sent to you as a matter of record.

Copies of memoranda dated June 25 and 26, 1958, by Mr. V. F. Dietrich, USBM, and Mr. T. H. Kiilsgaard, USGS, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

A. D. McMahon (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

LGHouk:gad 6/30/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Enclosures 5

8623

Original File Copy
DMEA
RECEIVED JUN 27 1958

DATE	INITIALS	CODE
6/26	B	
6/27	Hoch	600

IN REPLY REFER TO:

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

June 26, 1958

Memorandum

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, DMEA 5065 (Mica) Rocky Fork Mine, Yancey County, North Carolina

The applicant proposes to explore a prospect to be known as the Rocky Fork Mine. Work is to consist of bulldozing an access road, bulldozing the overburden to best locate a shaft site, sinking a 5 x 7-foot shaft to a depth of 50 feet, and 100 feet of drifting from the shaft. Estimated cost of project totals $6,650.

We have no information on the Rocky Fork prospect. The applicant reports that some previous work has been done but that there are no records of past production.

I recommend that further processing of this application be held in abeyance and released to the Field Team for a field examination at such time as the Administrator deems feasible.

T. H. Kiilsgaard

T. H. Kiilsgaard

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

June 25, 1958

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 25 1958

DATE		
6/25	C	220
6/27	Hoch	600

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-5065 (mica)

Applicant: Nick Stigaillo and Anthony Lagori

Name and Location of Property: Rocky Fork Mine, Yancey County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Mtls.: 6/24/58

Comments:

1. At this prospect there has been a little previous work in which the applicants had no part.

2. Applicants state that strategic mica is visible in an exposed pegmatite vein.

3. Exploration proposed by applicants is consistent with local practices and in line with unit-cost estimates for other DMEA projects.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

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

June 23, 1958

Messrs. Nick Stigaillo &
Anthony Lagori
% Mr. Sam L. Phillips
Spruce Pine, North Carolina

Subject: DMEA-5065

Gentlemen:

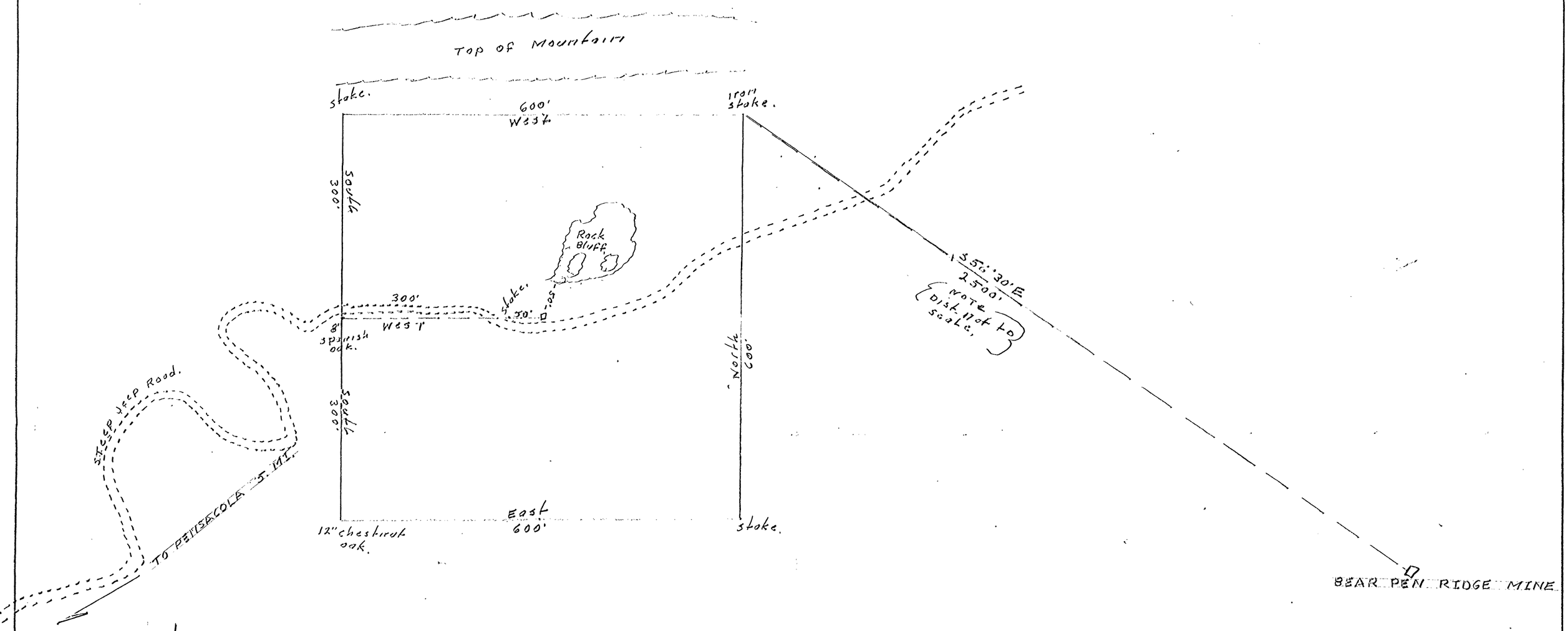
Your application for exploration assistance, dated June 19, 1958 submitted to our office at Washington, D.C. has been assigned Docket Number DMEA-5065 and referred to the Nonmetallic Minerals Division in the Washington Office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: Region V.

37909



ROCKY FORK MINE,
LOCATED APPR. 5. MILES EAST
OF PENSACOLA YANCY CO. N.C.
BOUNDRY CONTAINS 1000 ACRES
DATE. DEC. 31-1957,
SCALE. 1" = 100'