DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3120

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

Copies to DOCKET (4)

Routing Slip

To:	Code 400, Rm. 3538	Date	7/16/53
To:	Code 400	Date	7-22-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

GENERAL SERVICES ADMINISTRATION

Emergency Procurement Service
Washington 25, D. C.

September 24, 1953

In Reply Refer To: DM

Mr. George W. Higley, President
Higley Mining Company
c/o P. H. Eklund
Arsenal Ville, N44 PO Box 436
Roy, Utah

Dear Mr. Higley:

This refers to your application of September 16 for an access road to your manganese property near Huntsville, Weber Co., Utah, for which you estimated a cost of $12,200, and further to the application that you filed with DMEA for exploration aid on their Form MF-103, Docket DMEA 3120.

We doubt you recall that your application for aid in exploration and for an access road was originally filed with this office by letter dated July 10, 1953 from Mr. J. E. Evans of Ogden, Utah. We wrote Mr. Evans on July 14 as per copy enclosed and referred your application to DMEA.

We now understand from DMEA that, at the suggestion of Mr. S. R. Wilson of the Bureau of Mines Salt Lake City office, you have withdrawn the application for aid in exploration and made application to us for an access road since you are unable at this time to answer questions required for the exploration loan.

This office can only take action for access road assistance on the basis of established quantity and grade of ore reserves that would warrant the cost of construction of an access road. In other words, the cost of the access road must be justified by the availability of known reserves of commercial ore in terms of the cost of the road.

It appears from your application that as yet you have not been able to block out or establish ore reserves. If such is the case, we would not be able to certify construction of an access road to the Bureau of Public Roads.

In the event you need financial assistance to do sufficient exploratory work to determine your commercial grade of ore reserves, you should apply to DMEA for reconsideration of your exploration application.

George W. Migley

We should further mention that funds are appropriated by Congress to the Bureau of Public Roads for use on access roads certified by the Department of Defense and by this office in the production and development of strategic and critical metals, and by DMEA in the exploration for such materials. Before making certification to the Bureau of Public Roads it is customary to have a field man examine the property and also have the Bureau of Public Roads investigate and report on the feasibility and cost of the road.

The appropriations made by Congress for access roads for the fiscal year 1954 have already been allotted and programmed and therefore any further construction work must await future appropriations by the Congress. In some instances DMEA provides access road assistance as part of an exploration project, thereby not requiring access road funds of the Bureau of Public Roads.

Very truly yours,

Geo. H. Roll
Materials Division, KPS

Enclosure

GC: Mr. C. O. Mittendorf, DMEA

THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 11 1953

mds

Withdrawn 9-3-53

Roy Utah Sept. 8th 1953

Mr. F A Rutlege
acting chief
Iron and ferro-
alloys Division

R: Docket No DM EA 3120 - Manganese
NE ¼ of SE ¼ and E½ of NE ¼ of Sec. 34
T. 7. N. R. 3 E., S.L.B.M.
Weber County Ut.

Dear Mr Rutledge - your Letter of Sept. 2. Received and in regard to its contents will say -

Owing to the fact that the Terriane of that Project is Inaccessible without a Road it has been impossible to Explore Enough to Enable us the Digley Mining co to answer the qisteons that you require for to grant a Exploration Loan -

In that acount i wrote Mr W.H. King in the Denver Office, and he advised me to Consualt with S R. Wilson at the Burian of Mines -
I did write Mr Wilson and he answered me that i could se him at the Bureau of Mines in Solt Lake -

PARTMENT OF

I went to se Mr Wilson on the 25th aug. and we went over the Situation at Length. and it was decided that owing to the fact that we cant bring up any Equipment haver than we cane carry on hours backs –

Mr S R Wilson Sudgusted that we conceal Exploration application at this Time. and Except the Road Grant at this time – After that we could if should need any Exploration help – we would then be able to file a proper Intelligent application –

I have Written Mr. W H Keing and advised him of the course we proposed to take –

It is not a very long peace of Road but its hay Work and require lots Jack Hammer work the Brige and the Dragation ditch must be Opeds because the road must cross the ditch and laid down about 15 ft –

Contray to other Claims that manganese does not Lay in a abody we the Higley Mine Co claims thire is a body of ore and if possible we would like prove it One Engeneer says that thire is Large Kidneys and a Large body under the Rock

If the Road that we propose build proves that it is a open Pit propection the Kennell Co Inc: in Los Angeles will take a sublease and Develop the property. They stand ready to put in $250 on Equipment the Equipment are standing Idle now and they would like to plet it to work —

Respect Fully yours

Higley Mining Co

By Peter N. Eklund

arsenal Villa N 44

P.O. Box 436 Roy Utah

FILE COPY
SURNAME:

Rutledge

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

SEP 3 1953

Mr. George M. Rigley, President
Rigley Mining Company
% Peter M. Eklund
Box 436
Ely, Utah

Re: Docket No. DMRA 3120 - Manganese
NE¼ of NE¼, and N½ of NW¼, of Sec.
32 T. 7 N., R. 3 E., S.L.B. & M.
Weber County, Utah

Dear Mr. Rigley:

Reference is made to Mr. Eklund's letter of August 25, 1953, to Mr. M. M. King, Executive Officer, DMRA Field Team, Region IV, requesting cancellation of the above-docketed application for exploration assistance. Mr. Eklund's letter crossed in the mail with our letter of September 1, 1953, to you.

As requested, the subject application has been withdrawn and the referenced docket closed.

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

FARutledge:foc
9-3-53
cc: Docket ✓
Code 400
FT. Reg. 4
Adm. Reading File
Gilbert DeHuff, USBM
Mrs. Martha Carr, USGS

R.C.G.
9-3-53

Docket

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

AUG 31 1953

224 New Customhouse
Denver 2, Colorado

August 28, 1953

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA-3120 (Manganese), Higley Mining Company, Weber County, Utah

In a letter dated August 25, 1953, Peter N. Eklund requested that we cancel his application for exploration assistance.

We are enclosing a copy of our letter to Mr. Eklund.

W. H. King

W. H. King

Enclosure

We were awaiting more data from A.

Copy retained 400

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

224 New Customhouse
Denver 2, Colorado

August 28, 1953

Mr. Peter N. Eklund
Arsenal Villa No. 44
Box 436
Roy, Utah

Re: Docket No. DMEA-3120
Higley Mining Company

Dear Mr. Eklund:

We will cancel your application for exploration assistance, Docket No. DMEA-3120, as requested in your letter dated August 25, 1953.

Very truly yours,

W. H. KING

W. H. King
Executive Officer, DMEA
Field Team, Region IV

JFS:jp
cc Subject
Chron
SRWilson
AHKoschmann
COMittendorf

FILE COPY
SURNAME:

Rutledge

400

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

SEP 2 1953

Mr. George M. Higley, President
Higley Mining Company
% Peter H. Eklund
Box 436
Roy, Utah

Re: Docket No. DMEA 3120 - Manganese
NE¼ of NW¼, and N½ of NW¼, of Sec. 34,
T. 7 N., R. 3 E., S.L.B. & M.
Weber County, Utah

Dear Mr. Higley:

Reference is made to your application for exploration assistance under the subject docket. On July 22, 1953, we wrote to you requesting additional information needed to process the application.

In the interest of expediting the Defense Minerals Exploration Program, it would be appreciated if you would provide us promptly with the required information.

Sincerely yours,

SIGNED
F. A. Rutledge, Acting Chief
Iron and Ferro-Alloys Division

FARutledge:foc
cc: Docket
Code 400
FT. Reg. 4
Adm. Reading File
Gilbert DeHuff, USBM
Mrs. Martha Carr

R.C.G.
9-2-53

Docket
O/O

Nigley file

DEFENSE MATERIALS PROCUREMENT AGENCY
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 15 1953

July 24, 1953

DMEA- 3120

Chrome

Mr. Joseph E. Evans
Attorney for Nigley Mining Co.
Eccles Building
Ogden, Utah

Dear Mr. Evans:

This refers to your letter of July 10, 1953 enclosing in quadruplicate application from Nigley Mining Co., c/o Peter N. Eklund, Box 436, Roy, Utah, for aid in an exploration project, together with accompanying papers and maps.

Exploration projects are handled by the Defense Minerals Exploration Administration and we are therefore referring all papers to them for the attention of Mr. Frank E. Johnson, Deputy Administrator, New Interior Building, Washington 25, D. C.

Very truly yours,

Geo. H. Roll, Acting Director
Mining Requirements Division

CC: Frank E. Johnson, Room 4624 Interior Bldg.

FILE COPY
Surname:

Martin

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON 25, D. C.

JUL 22 1953

Mr. George W. Higley, President
Higley Mining Company
c/o Peter N. Eklund
Box 436
Roy, Weber County, Utah

Re: Docket No. DMA 3120 - Manganese
Higley Mining Company
SE¼ of SW¼, and N½ of NW¼, of Sec. 34,
T. 7 N., R. 3 E., S.L.B. & M.
Weber County, Utah

Dear Mr. Higley:

By letter of July 18, 1953, Mr. Joseph E. Evans, of Ogden, Utah, your Company Attorney, transmitted to the Defense Materials Procurement Agency your applications for an access road estimated to cost $12,200.00, and for aid in an exploration project, with two attached Utah State Mineral Leases and related maps.

As Mr. George H. Roll, Acting Director, Mining Requirements Division, Defense Materials Procurement Agency, advised Mr. Evans by letter of July 14, 1953, exploration projects are handled by Defense Minerals Exploration Administration, and your application has therefore been referred to us for attention.

In order to give your request appropriate consideration, however, we need answers to the questions which you omitted in submitting your Form ME-103. A copy of that form is enclosed for your information. Please reply in detail to questions 4(a), 4(b), 4(e), 5(b), 5(d), 6 (a through h), 7(a) and 7(b).

Are we correct in our interpretation that the property covered by the subject application is a part of that on which you previously filed an application for exploration assistance under Docket No. DMA 6951?

If you require advice in completing the above replies, please communicate with Mr. W. H. King, Executive Officer, DMA Field Team, Region IV, 224 New Customhouse Building, Denver 2, Colorado.

WSMartin/jh
7/21/53

cc. to: Docket
Field Team, Reg. 4
Adm. Read. File
Code 400
Martha Carr, USGS
Edgar Gealy, USBM

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosures

R.C.B.
7-22-53

Docket

July 24, 1953

Mr. Joseph E. Evans
Attorney for Bigley Mining Co.
Boston Building
Ogden, Utah

Dear Mr. Evans:

This refers to your letter of July 10, 1953 enclosing in quadruplicate application from Bigley Mining Co., c/o Peter E. Eklund, Box 434, Bay, Utah, for aid in an exploration project, together with accompanying papers and maps.

Exploration projects are handled by the Defense Minerals Exploration Administration and we are therefore referring all papers to them for the attention of Mr. Frank E. Johnson, Deputy Administrator, Bureau Interior Building, Washington 25, D. C.

Very truly yours,

/s/

Geo. H. Ball, Acting Director
Mining Regulations Division

CC: Frank E. Johnson, Room 4624 Interior Bldg.

GHRoll/abg

JUL 13 1953

Joseph E. Evans
Lawyer
Eccles Building
Ogden, Utah

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 15 1953

July 10, 1953

Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D C

Re: Higley Mining Co
c/o Peter N Eklund
Box 436, Roy, Utah

Dear Sir:

Herewith inclosed you will please find (in quadruplicate) the following:

Application for Aid in Exploration Project;
Application for Access Road;
Utah State Lease for Manganese and Associated Metals, #4571;
Utah State Manganese Mineral Lease, #3438;
Maps showing property covered by State Leases.

It is the intention of Higley Mining Company to furnish manganese from operation of these properties for Government stock-pile. The Company holds Certificate of Authorization number 8-C/L-3 under Domestic Manganese Purchase Program, dated November 24, 1952, signed by Otto G. Klein, Regional Director, Region 8, Building 41, Denver Federal Center, Denver, Colorado.

Your cooperation in giving the matter your early attention will be appreciated.

Yours very truly,

Joseph E Evans
Attorney for Company

RECEIVED
JUL 13 1953
GENERAL SERVICES ADM.
CUSTOD. & DISTRIBUS. SEC.
STATION 1

C
O
P
Y

Joseph E. Evans
Lawyer
Eccles Building
Ogden, Utah

July 10, 1953

Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D.C.

Re: Higley Mining Co.
c/o Peter N. Eklund
Box 436
Roy, Utah

Dear Sir:

Herewith inclosed you will please find (in quadruplicate) the following:

Application for Aid in Exploration Project;
Application for Access Road;
Utah State Lease for Manganese and Associated Metals, #4571;
Utah State Manganese Mineral Lease, #3438
Maps showing property covered by State Leases.

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Your cooperation in giving the matter your early attention will be appreciated.

Yours very truly,

/s/ Joseph E Evans
Joseph E. Evans
Attorney for Company

C
O
P
Y

Joseph E. Evans
Lawyer.
Eccles Building
Ogden, Utah

July 10, 1953

Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D.C.

Re: Higley Mining Co.
c/o Peter N. Eklund
Box 436
Roy, Utah

Dear Sir:

Herewith inclosed you will please find (in quadruplicate) the following:

Application for Aid in Exploration Project;
Application for Access Road;
Utah State Lease for Manganese and Associated Metals, #4571;
Utah State Manganese Mineral Lease, #3438
Maps showing property covered by State Leases.

It is the intention of Higley Mining Company to furnish manganese from operation of these properties for Government stockpile. The Company holds Certificate of Authorization number 8-C/L-3 under Domestic Manganese Purchase Program, dated November 24, 1952, signed by Otto G. Klein, Regional Director, Region 8, Building 41, Denver Federal Center, Denver, Colorado.

Your cooperation in giving the matter your early attention will be appreciated.

Yours very truly,

/s/ Joseph E Evans
Joseph E. Evans
Attorney for Company

DEFENSE MATERIALS PROCUREMENT AGENCY
MINING REQUIREMENTS DIVISION

APPLICATION FOR ACCESS ROAD

D[illegible] FOR[illegible]6
M[illegible] 1952
(Formerly Form MF-105)
BUDGET BUREAU NO. 102-R001
APPROVAL EXPIRES MARCH 31, 1953

DOCKET NUMBER *(Do not fill in)*
AR-

INSTRUCTIONS TO APPLICANT: Complete six copies of this form. Keep one copy for your files and send original and four copies to: Defense Materials Procurement Agency, GSA Building, Washington 25, D.C. If you require more space for answers, attach additional sheets of same size, indicate item being answered.

NOTICE: If you have already filed Form MF-100 for a serial number, or Form MF-103 for an exploration loan, give dates filed, and docket or serial number in the spaces provided below. If neither of these forms has been filed, complete information, on additional sheets of paper, describing your mining operation, your mine and its products will help in expediting your application.

DATE FORM MF-100 FILED	DOCKET OR SERIAL NUMBER	DATE FORM MF-103 FILED	DOCKET NUMBER

LOCATION AND DESCRIPTION OF MINE OR PLANT

1. STATE: UTAH
2. COUNTY: Weber
3. MINING DISTRICT:
4. NEAREST TOWN: Huntsville
5. NAME OF MINE OR PLANT: Utah State Lease for Manganese and Associated Metals - Mineral Leases #3438 & 4571
6. OTHER IDENTIFYING DATA *(Previous names, etc.)*:
7. PRINCIPAL METAL OR MINERAL PRODUCER *(or to be produced)*: Manganese
8. SUBORDINATE METALS OR MINERALS:
9. PRESENT AVERAGE DAILY PRODUCTION: Not operating
10. ESTIMATED FUTURE AVERAGE DAILY PRODUCTION: 100 tons
11. ESTIMATED ORE RESERVES OR LIFE OF MINE: 10 years

ACCESS ROAD DATA

12. ACCESS ROAD REQUESTED *(Give point of origin and destination)*
FROM: 16/Post Center of Sec 34, Tp 7 N, R 3 E, SLM, U S Survey
TO: Running East about 1500 feet
13. LENGTH OF ROAD REQUESTED: 1500 feet
14. IS ROAD REQUESTED NEW, OR IMPROVEMENT OF EXISTING ROAD
[X] NEW ROAD [ ] IMPROVEMENT OF EXISTING ROAD
15. GIVE BY TYPE, SIZE, THE NUMBER OF TRUCKS USING ROAD AND THE NUMBER OF ONE-WAY TRIPS PER DAY

TYPE OF TRUCKS	SIZE OF TRUCKS	NUMBER OF TRUCKS	TOTAL NO. ONE-WAY TRIPS/DAY
Heavy ore moving	10 ton	Fleet of 5 trucks	Four

16. NAME OF FEDERAL, STATE OR COUNTY AGENCY WHICH HAS JURISDICTION OVER THIS ROAD: Weber County Commissioners
17. HAVE YOU BEEN REFUSED ASSISTANCE BY THIS AGENCY: No

FEDERAL LOAN OR GOVERNMENT CONTRACT DATA

18. HAVE YOU APPLIED FOR A FEDERAL LOAN FOR YOUR MINING OR MILLING OPERATION [ ] YES [X] NO
19. IF YOU HAVE APPLIED FOR LOAN, GIVE AGENCY AND DATE OF APPLICATION:
20. DO YOU HAVE GOV'T CONTRACT FOR ANY OF YOUR PRODUCTION [X] YES [ ] NO
21. IF YOU HOLD GOV'T CONTRACT GIVE NAME OF AGENCY: Cert. of Authorization
22. AMOUNT OF CONTRACT: No limit

CERTIFICATION: The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and attached papers is correct and complete to the best of their knowledge and belief.

HIGLEY MINING COMPANY
(Name of company)

By George W. Higley
(Signature of authorized official)
(George W Higley, President)
(Title)

c/o Peter N Eklund, Box 436
Roy, Weber County, Utah
(Address)

July 8, 1953
(Date)

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

WASH DC 52-10378

Re: Application of HIGLEY MINING COMPANY for ACCESS ROAD

Road will begin at or near 16/Post center of Section 34, Tp 7 North, Range e East, Salt Lake Meridian, United States Survey; thence running East about 1,500 feet to a point about 400 feet South of ¼Post on Section Line between Sections 34 and 35.

At the beginning point of this access road, it will be necessary to construct a pipe line for irrigation ditch which the road will cross; 400 feet from beginning point it will be necessary to construct a bridge over the North branch of South Fork Narrows. The road will then continue East 1,100 feet along Section line..

This access road should be of regular width because it will have to carry heavy ore loads and heavy equipment in and out.

The bridge should be 16 x 24 feet, laid on concrete footings. It will not be necessary to build abutments because the creek runs in limestone channel 8 feet wide.

The stretch of road east of the proposed bridge will be quite costly - jackhammer and blasting for about 700 feet. It consists of broken limestone and some standing rock.

Estimated cost of access road:

Pipe line - - - - - - - - - - - - - - - - -	$500 00
Approach to bridge	1,000 00
Cost of bridge itself	3,000 00
Cost of remaining 1,100 feet	7,700 00
Total cost	$12,200 00

Submitted by Higley Mining Company, Applicant; July 9, 1953.

DEFENSE MATERIALS PROCUREMENT AGENCY
MINING REQUIREMENTS DIVISION

APPLICATION FOR ACCESS ROAD

DMPA 16
MRD 2
(Formerly Form MF-105)
BUDGET BUREAU NO. 102-R001
APPROVAL EXPIRES MARCH 31, 1953

DOCKET NUMBER *(Do not fill in)*
AR-

INSTRUCTIONS TO APPLICANT: Complete six copies of this form. Keep one copy for your files and send original and four copies to: Defense Materials Procurement Agency, GSA Building, Washington 25, D.C. If you require more space for answers, attach additional sheets of same size, indicate item being answered.

NOTICE: If you have already filed Form MF-100 for a serial number, or Form MF-103 for an exploration loan, give dates filed, and docket or serial number in the spaces provided below. If neither of these forms has been filed, complete information, on additional sheets of paper, describing your mining operation, your mine and its products will help in expediting your application.

DATE FORM MF-100 FILED	DOCKET OR SERIAL NUMBER	DATE FORM MF-103 FILED	DOCKET NUMBER

LOCATION AND DESCRIPTION OF MINE OR PLANT

1. STATE: Utah
2. COUNTY: Weber
3. MINING DISTRICT:
4. NEAREST TOWN: Huntsville
5. NAME OF MINE OR PLANT: Big State Lode [illegible] Associated Lode - Mineral Claims [illegible] 1977
6. OTHER IDENTIFYING DATA *(Previous names, etc.)*:
7. PRINCIPAL METAL OR MINERAL PRODUCER *(or to be produced)*: Manganese
8. SUBORDINATE METALS OR MINERALS:
9. PRESENT AVERAGE DAILY PRODUCTION: Not operating
10. ESTIMATED FUTURE AVERAGE DAILY PRODUCTION: 100 tons
11. ESTIMATED ORE RESERVES OR LIFE OF MINE: 1 years

ACCESS ROAD DATA

12. ACCESS ROAD REQUESTED *(Give point of origin and destination)*
FROM 10/ West Center of Sec 34, Tp 7 N, R 3 E, SLM, [illegible] survey
TO Running east about 1500 feet
13. LENGTH OF ROAD REQUESTED: 15[illegible] feet
14. IS ROAD REQUESTED NEW, OR IMPROVEMENT OF EXISTING ROAD
[x] NEW ROAD [ ] IMPROVEMENT OF EXISTING ROAD
15. GIVE BY TYPE, SIZE, THE NUMBER OF TRUCKS USING ROAD AND THE NUMBER OF ONE-WAY TRIPS PER DAY

TYPE OF TRUCKS	SIZE OF TRUCKS	NUMBER OF TRUCKS	TOTAL NO. ONE-WAY TRIPS/DAY
Heavy ore moving	10 ton	Fleet of 5 trucks	Four

16. NAME OF FEDERAL, STATE OR COUNTY AGENCY WHICH HAS JURISDICTION OVER THIS ROAD: Weber County Commissioners
17. HAVE YOU BEEN REFUSED ASSISTANCE BY THIS AGENCY: No

FEDERAL LOAN OR GOVERNMENT CONTRACT DATA

18. HAVE YOU APPLIED FOR A FEDERAL LOAN FOR YOUR MINING OR MILLING OPERATION [ ] YES [x] NO
19. IF YOU HAVE APPLIED FOR LOAN, GIVE AGENCY AND DATE OF APPLICATION:
20. DO YOU HAVE GOV'T CONTRACT FOR ANY OF YOUR PRODUCTION [x] YES [ ] NO
21. IF YOU HOLD GOV'T CONTRACT GIVE NAME OF AGENCY: Govt. of Authorization
22. AMOUNT OF CONTRACT: No limit

CERTIFICATION: The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and attached papers is correct and complete to the best of their knowledge and belief.

[illegible] Mining Company
(Name of company)

By George W. Wiley
(Signature of authorized official)

c/o Peter [illegible] Eklund, Box 430
Roy, Weber County, Utah
(Address)

(George W. Wiley, President)
(Title)

July 6, 1953
(Date)

NOTE: 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.

GSA-WASH DC 52-10378

Re: Application of [illegible] MINING COMPANY for ACCESS ROAD

Road will begin at or near 16/Post center of Section 34, Tp 7 North, Range 6 East, Salt Lake Meridian, United States Survey; thence running East about 1,500 feet to a point about 400 feet South of Post on Section Line between Sections 34 and 35.

At the beginning point of this access road, it will be necessary to construct a pipe line for irrigation ditch which the road will cross; 400 feet from beginning point it will be necessary to construct a bridge over the North branch of South Fork Larrows. The road will then continue East 1,100 feet along Section line..

This access road should be of regular width because it will have to carry heavy ore loads and heavy equipment in and out.

The bridge should be 16 x 24 feet, laid on concrete footings. It will not be necessary to build abutments because the creek runs in limestone channel [illegible] feet wide.

The stretch of road east of the proposed bridge will be quite costly - jackhammer and blasting for about 700 feet. It consists of broken limestone and some standing rock.

Estimated cost of access road:

Pipe line - - - - - - - - - - - - - - - - -	$500 00
Approach to bridge	1,000 00
Cost of bridge itself	3,000 00
Cost of remaining 1,100 feet	7,700 00
Total cost	$12,200 00

Submitted by Higley Mining Company, Applicant; July 9, 1953.

DEFENSE MATERIALS PROCUREMENT AGENCY
MINING REQUIREMENTS DIVISION

APPLICATION FOR ACCESS ROAD

DMPA FORM 16
MAY 1952
(Formerly Form MF-105)
BUDGET BUREAU NO. 102-R001
APPROVAL EXPIRES MARCH 31, 1953

DOCKET NUMBER (Do not fill in)
AR-

INSTRUCTIONS TO APPLICANT: Complete six copies of this form. Keep one copy for your files and send original and four copies to: Defense Materials Procurement Agency, GSA Building, Washington 25, D.C. If you require more space for answers, attach additional sheets of same size, indicate item being answered.

NOTICE: If you have already filed Form MF-100 for a serial number, or Form MF-103 for an exploration loan, give dates filed, and docket or serial number in the spaces provided below. If neither of these forms has been filed, complete information, on additional sheets of paper, describing your mining operation, your mine and its products will help in expediting your application.

DATE FORM MF-100 FILED	DOCKET OR SERIAL NUMBER	DATE FORM MF-103 FILED	DOCKET NUMBER

LOCATION AND DESCRIPTION OF MINE OR PLANT

1. STATE: Utah
2. COUNTY: Weber
3. MINING DISTRICT:
4. NEAREST TOWN: Huntsville
5. NAME OF MINE OR PLANT: Utah State Lease for Manganese and Associated Metals - Mineral Leases 3433 & 4571
6. OTHER IDENTIFYING DATA (Previous names, etc.):
7. PRINCIPAL METAL OR MINERAL PRODUCER (or to be produced): Manganese
8. SUBORDINATE METALS OR MINERALS:
9. PRESENT AVERAGE DAILY PRODUCTION: Not operating
10. ESTIMATED FUTURE AVERAGE DAILY PRODUCTION: 100 tons
11. ESTIMATED ORE RESERVES OR LIFE OF MINE: 10 years

ACCESS ROAD DATA

12. ACCESS ROAD REQUESTED (Give point of origin and destination)
FROM 16/Post Center of Sec 34, Tp 7 N, R 3 E, SLM, U S Survey
TO Running East about 1500 feet
13. LENGTH OF ROAD REQUESTED: 1500 feet
14. IS ROAD REQUESTED NEW, OR IMPROVEMENT OF EXISTING ROAD
[x] NEW ROAD [ ] IMPROVEMENT OF EXISTING ROAD
15. GIVE BY TYPE, SIZE, THE NUMBER OF TRUCKS USING ROAD AND THE NUMBER OF ONE-WAY TRIPS PER DAY

TYPE OF TRUCKS	SIZE OF TRUCKS	NUMBER OF TRUCKS	TOTAL NO. ONE-WAY TRIPS/DAY
Heavy ore moving	10 ton	Fleet of 5 trucks	Four

16. NAME OF FEDERAL, STATE OR COUNTY AGENCY WHICH HAS JURISDICTION OVER THIS ROAD: Weber County Commissioners
17. HAVE YOU BEEN REFUSED ASSISTANCE BY THIS AGENCY: No

FEDERAL LOAN OR GOVERNMENT CONTRACT DATA

18. HAVE YOU APPLIED FOR A FEDERAL LOAN FOR YOUR MINING OR MILLING OPERATION [ ] YES [x] NO
19. IF YOU HAVE APPLIED FOR LOAN, GIVE AGENCY AND DATE OF APPLICATION:
20. DO YOU HAVE GOV'T CONTRACT FOR ANY OF YOUR PRODUCTION [x] YES [ ] NO
21. IF YOU HOLD GOV'T CONTRACT GIVE NAME OF AGENCY: Cert. of Authorization
22. AMOUNT OF CONTRACT: No limit

CERTIFICATION: The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and attached papers is correct and complete to the best of their knowledge and belief.

TICKLE MINING COMPANY
(Name of company)

By George W. Tickle
(Signature of authorized official)

(George W. Tickle, President)
(Title)

c/o Peter W Eklund, Box 436
Roy, Weber County, Utah
(Address)

July 8, 1953
(Date)

NOTE: 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.

GSA-WASH DC 52-10378

Re: Application of [illegible] COMPANY for ACCESS ROAD

Road will begin at or near 10/[illegible]est center of Section 34, Tp 7 North, Range 6 East, Salt Lake Meridian, United States Survey; thence running East about 1,500 feet to a point about 400 feet South of West on Section Line between Sections 34 and 35.

At the beginning point of this access road, it will be necessary to construct a pipe line for irrigation ditch which the road will cross; 400 feet from beginning point it will be necessary to construct a bridge over the North branch of South Fork Narrows. The road will then continue East 1,100 feet along Section line..

This access road should be of regular width because it will have to carry heavy ore loads and heavy equipment in and out.

The bridge should be 10 x 24 feet, laid on concrete footings. It will not be necessary to build abutments because the creek runs in limestone channel [illegible] feet wide.

The stretch of road east of the proposed bridge will be quite costly - jackhammer and blasting for about 700 feet. It consists of broken limestone and some standing rock.

Estimated cost of access road:

Pipe line - - - - - - - - - - - - - - - -	$500.00
Approach to bridge	1,000.00
Cost of bridge itself	3,000.00
Cost of remaining 1,100 feet	7,[illegible]
Total cost	$12,[illegible]

Submitted by Bigley Mining Company, Applicant; July 9, 1955.

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

HIGLEY MINING CO.
c/o Peter N. Eklund
Box 136
Roy, Utah

July 16, 1953

Subject: DMEA-3120
Re: Exploration Assistance

My dear Mr. Eklund:

The receipt of you application dated April 1, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3120 and referred to the Iron and Ferro-Alloys Division.

Kindly refer to DMEA-3120 in any future correspondence relating to your application.

Sincerely yours,

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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUL 15 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 3120
Metal or Mineral
Date Received 7/15/53
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: HIGLEY MINING CO, a copartnership, consisting of Peter N. Eklund, S. R. Paul, S. W. Letchfield, W. G. Higley and T. Bohn, copartners. Address: Box 436, Roy, Weber County, Utah.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract The Northeast ¼ of the Southeast ¼ and the East ½ of the Northeast ¼ of Section 34, Township 7 N, Range 3 East, Salt Lake Base and Meridian, United States Survey.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee from State of Utah, Lessor

(*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 will be to explore Manganese

(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 45 days and be completed within 12 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper. Unable to do anything until get access road.

CERTIFICATION

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

Dated April 1, 1953

HIGLEY MINING COMPANY
(Applicant)

By George W. Higley
President

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
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Defense Minerals Administration
RECEIVED
JUL 15 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 3120
Metal or Mineral
Date Received 7/15/53
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: HIGLEY MINING CO, a copartnership, consisting of Peter N. Eklund, S. R. Paul, S. W. Letchfield, W. G. Higley and T. Bohn, copartners. Address: Box 436, Roy, Weber County, Utah.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract The Northeast ¼ of the Southeast ¼ and the East ½ of the Northeast ¼ of Section 34, Township 7 N, Range 3 East, Salt Lake Base and Meridian, United States Survey.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee from State of Utah, Lessor

(*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.

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

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(*c*) The work will start within 45 days and be completed within 12 months from the date of an exploration project contract.

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CERTIFICATION

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Dated April 1, 1953

HIGLEY MINING COMPANY
(Applicant)

By George W. Higley
President

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
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Department of the Interior
Defense Minerals Administration
RECEIVED
JUL 15 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 3120
Metal or Mineral
Date Received 7/15/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: [illegible], a copartnership, consisting of [illegible] Peter [illegible], [illegible], [illegible] Rothschild, [illegible] Wigley and [illegible] John, copartners. Address: Box 421, Roy, Weber County, Utah.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract: The northeast ¼ of the southeast ¼ and the east ½ of the northeast ¼ of Section 34, Township 7 N., Range 3 East, Salt Lake Base and Meridian, United States Survey.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise: Lease from State of Utah, Lessee.

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

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Dated April 1, 1953

HIGLEY MINING COMPANY
(Applicant)

By George W. Higley
President

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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Defense Minerals Administration
RECEIVED
JUL 15 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. 3 DMEA 3120
Metal or Mineral
Date Received 7/15/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper. Unable to do anything until got access road.

CERTIFICATION

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

Dated April 1, 195[illegible]

[illegible] (Applicant)

By George W. Spivey
President

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

DEPARTMENT OF INTERIOR
Defense Minerals Administration
RECEIVED
JUL 15 1953

Proof Read
H. S. G. H.

MINERAL LEASE APPL. NO. 3330

UTAH STATE LEASE
FOR

MINERAL LEASE
NO 4571

Manganese and Associated Metals

GRANT: School

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate this 24th day of March 19 52, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Theodore Bohn; Howard S. Linchfield & George W. Higley
507-505 Eccles Building
Ogden, Utah

party of the second part, hereinafter called the Lessee, under and pursuant to Title 86, Chapter 1, Revised Statutes of Utah 1933, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine, remove, and dispose of all of the said minerals in, upon, or under the following described tract of land situated in Weber County, State of Utah, to-wit:

Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty Four (34), Township Seven (7) North, Range Three (3) East of Salt Lake Base and Meridian,

containing a total of 40.00 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the mining, removal, and disposal of said minerals, according to the provisions of this lease, for a period of ten years and as long thereafter as said minerals may be produced in commercial quantities from said lands, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and existing Rules and Regulations or Rules and Regulations as may be hereafter approved and adopted by the State Land Board.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining, removal, and disposal of the minerals specified in this lease, but the Lessee shall promptly notify the Lessor of the discovery of any minerals excepting those enumerated herein.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as rental for the land covered by this lease the sum of Fifty (50) Cents per acre per annuum. All such annual payments of rental to be made in advance on the 2nd day of January of each year, except the rental, which is payable on the execution of this lease, such rental to be credited against the royalties as they accrue for the year.

SECOND: To pay a royalty of 12½% of the gross amount received for or the gross value of the leased substances, including the State's royalty share of any bonus received by the Lessee from the sale of the leased substances. The basis for computing the amount due to the Lessor shall be as follows:

(a) If the leased substances extracted are sold under a bonafide contract of sale the amount of money or its equivalent actually received by the owner, Lessee, or other person operating the leased premises from the sale of the leased substances less a reasonable cost, if any, of transporting the leased substances from the place where extracted to the place where under the contract of sale, the leased substances are to be delivered.

(b) If the leased substances extracted are treated at a mill, smelter, processing plant, or reduction works which receives the leased substances from independent sources and which is owned or controlled by the same interests owning or controlling the mine, such disposal shall be treated as a sale within the meaning of this section for the purpose of determining gross proceeds or otherwise, and in such determination a rate or charge for sampling, assaying, milling, smelting, or refining the leased substances therefrom shall be deducted which shall not exceed an amount to be determined by applying the same rates as are applied by such mill, smelter, or reduction works or competing works, and ores of substantially like character and in like quantities received from independent sources. In the event of controversy the Lessor shall have the power to determine such rates and charges. Transportation charges may also be deducted as provided in subdivision (a.) hereof.

(c) If a mill or other reduction works is operated exclusively in connection with a mine such mill or reduction works shall be treated as a part of the mine and the cost of operating such mill or reduction works shall, for the purpose of fixing the royalty imposed by this lease, be regarded as part of the cost of mining, and the cost of assaying, sampling, smelting, refining, and transportation only shall be deducted as herein provided.

THIRD: Said royalties to be paid quarterly on or before the 15th day of the month next succeeding the quarter in which the material is produced.

FOURTH: To prepare and forward to the State Land Office, on or before the 15th day of the month next succeeding the quarter in which the material is produced, a certified statement as to the production, market, and price received on all of the leased substances disposed of from said lands, and such other additional information as the State Land Board may from time to time require.

FIFTH: That at the option of the Lessor it may require the payment of royalties in kind, F.O.B., at the lease-site; the amount being 12½% of the leased substances extracted.

SIXTH: To commence actual operations upon the land included herein on or before December 31, 1952, and thereafter to diligently operate the property in accordance with the provisions contained in this lease. Failure to so continue the operation of the land included herein for a period of more than six (6) months without prior written approval of the State Land Board shall be cause for forfeiture, and that upon the violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty (30) days notice by registered mail cancel this lease. After the expiration of the said thirty (30) days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

SEVENTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch, of the workings in each section of the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All surveys shall be made by a licensed engineer and all maps certified to by him.

EIGHTH: To not at any time fence any watering place upon the lands leased where the same is the only accessible and feasible source of water incident to the lands leased. Nor shall the Lessee or assigns at any time permit or contribute to the pollution of any surface or subsurface water available, naturally or otherwise, for domestic or irrigation use.

NINTH: To not assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through, or in the land hereby leased as may be necessary or appropriate to the working of these or other lands belonging to or administrated by the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining, removal, or disposal of the leased substances therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

Upon cancellation of this lease for any cause herein the Lessee shall be entitled to remove from the lease holdings only personal property prior to complete fulfillment of the provisions of this lease, and that improvements attached to the land such as buildings, timbering, or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VI

It is mutually understood and agreed that it shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45° or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, and assigns of the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three (3) months' notice in writing to the Lessor and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the leased premises.

ARTICLE IX

It is mutually understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said land that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ J. Lambert Gibson

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

By /s/ Theodore Bohn
LESSEE

By /s/ Howard S. Linchfield
LESSEE

By /s/ George W. Higley
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Lease for Manganese and Associated Metals, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office, this 1st day of April, A. D. 1953.

Lee E. Young

Proof Read
H. S. G. H.

MINERAL LEASE APPL. NO. 3330

UTAH STATE LEASE
FOR

Manganese and Associated Metals

MINERAL LEASE
NO 4571

GRANT: School

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507-505 Eccles Building
Ogden, Utah
party of the second part, hereinafter called the Lessee, under and pursuant to Title 86, Chapter 1, Revised Statutes of Utah 1933, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine, remove, and dispose of all of the said minerals in, upon, or under the following described tract of land situated in Weber County, State of Utah, to-wit:

Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty Four (34), Township Seven (7) North, Range Three (3) East of Salt Lake Meridian,

containing a total of 40.00 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the mining, removal, and disposal of said minerals, according to the provisions of this lease, for a period of ten years and as long thereafter as said minerals may be produced in commercial quantities from said lands, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

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(b) If the leased substances extracted are treated at a mill, smelter, processing plant, or reduction works which receives the leased substances from independent sources and which is owned or controlled by the same interests owning or controlling the mine, such disposal shall be treated as a sale within the meaning of this section for the purpose of determining gross proceeds or otherwise, and in such determination a rate or charge for sampling, assaying, milling, smelting, or refining the leased substances therefrom shall be deducted which shall not exceed an amount to be determined by applying the same rates as are applied by such mill, smelter, or reduction works or competing works, and ores of substantially like character and in like quantities received from independent sources. In the event of controversy the Lessor shall have the power to determine such rates and charges. Transportation charges may also be deducted as provided in subdivision (a.) hereof.

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SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining, removal, or disposal of the leased substances therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

Approved as to form
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Attorney General

By /s/ J. Lambert Gibson

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

By /s/ Theodore Bohn
LESSEE

By /s/ Howard S. Linchfield
LESSEE

By /s/ George W. Higley
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Lease for Manganese and Associated Metals, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

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Lee E. Young

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 15 1953

Proof Read
H. S. G. H.

MINERAL LEASE APPL. NO. 3330

UTAH STATE LEASE
FOR

Manganese and Associated Metals

MINERAL LEASE
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GRANT: School

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Upon cancellation of this lease for any cause herein the Lessee shall be entitled to remove from the lease holdings only personal property prior to complete fulfillment of the provisions of this lease, and that improvements attached to the land such as buildings, timbering, or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VI

It is mutually understood and agreed that it shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45° or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, and assigns of the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three (3) months' notice in writing to the Lessor and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the leased premises.

ARTICLE IX

It is mutually understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said land that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ J. Lambert Gibson

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

By /s/ Theodore Bohn
LESSEE

By /s/ Howard S. Linchfield
LESSEE

By /s/ George W. Higley
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Lease for Manganese and Associated Metals, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 1st day of April, A. D. 1953.

Lee E. Young

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 1 3 1953

Proof Read
H. S. G. H.

MINERAL LEASE APPL. NO. 3330

UTAH STATE LEASE
FOR
Manganese and Associated Metals

MINERAL LEASE
NO. 4571

GRANT: School

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate this 24th day of March 19 52, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Theodore Bohn; Howard S. Linchfield & George W. Higley
507-505 Eccles Building
Ogden, Utah
party of the second part, hereinafter called the Lessee, under and pursuant to Title 86, Chapter 1, Revised Statutes of Utah 1933, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine, remove, and dispose of all of the said minerals in, upon, or under the following described tract of land situated in Weber County, State of Utah, to-wit:

Northeast Quarter (NE$\frac{1}{4}$) of the Southeast Quarter (SE$\frac{1}{4}$) of Section Thirty Four (34), Township Seven (7) North, Range Three (3) East of Salt Lake Base and Meridian,

containing a total of 40.00 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the mining, removal, and disposal of said minerals, according to the provisions of this lease, for a period of ten years and as long thereafter as said minerals may be produced in commercial quantities from said lands, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and existing Rules and Regulations or Rules and Regulations as may be hereafter approved and adopted by the State Land Board.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining, removal, and disposal of the minerals specified in this lease, but the Lessee shall promptly notify the Lessor of the discovery of any minerals excepting those enumerated herein.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as rental for the land covered by this lease the sum of Fifty (50) Cents per acre per annuum. All such annual payments of rental to be made in advance on the 2nd day of January of each year, except the rental, which is payable on the execution of this lease, such rental to be credited as [illegible] the royalties as they accrue for the year.

SECOND: To pay a royalty of 12$\frac{1}{2}$% of the gross amount received for or the gross value of the leased substances, including the State's royalty share of any bonus received by the Lessee from the sale of the leased substances. The basis for computing the amount due to the Lessor shall be as follows:

(a) If the leased substances extracted are sold under a bonafide contract of sale the amount of money or its equivalent actually received by the owner, Lessee, or other person operating the leased premises from the sale of the leased substances less a reasonable cost, if any, of transporting the leased substances from the place where extracted to the place where under the contract of sale, the leased substances are to be delivered.

(b) If the leased substances extracted are treated at a mill, smelter, processing plant, or reduction works which receives the leased substances from independent sources and which is owned or controlled by the same interests owning or controlling the mine, such disposal shall be treated as a sale within the meaning of this section for the purpose of determining gross proceeds or otherwise, and in such determination a rate or charge for sampling, assaying, milling, smelting, or refining the leased substances therefrom shall be deducted which shall not exceed an amount to be determined by applying the same rates as are applied by such mill, smelter, or reduction works or competing works, and ores of substantially like character and in like quantities received from independent sources. In the event of controversy the Lessor shall have the power to determine such rates and charges. Transportation charges may also be deducted as provided in subdivision (a.) hereof.

(c) If a mill or other reduction works is operated exclusively in connection with a mine such mill or reduction works shall be treated as a part of the mine and the cost of operating such mill or reduction works shall, for the purpose of fixing the royalty imposed by this lease, be regarded as part of the cost of mining, and the cost of assaying, sampling, smelting, refining, and transportation only shall be deducted as herein provided.

THIRD: Said royalties to be paid quarterly on or before the 15th day of the month next succeeding the quarter in which the material is produced.

FOURTH: To prepare and forward to the State Land Office, on or before the 15th day of the month next succeeding the quarter in which the material is produced, a certified statement as to the production, market, and price received on all of the leased substances disposed of from said lands, and such other additional information as the State Land Board may from time to time require.

FIFTH: That at the option of the Lessor it may require the payment of royalties in kind, F.O.B., at the lease-site; the amount being 12½% of the leased substances extracted.

SIXTH: To commence actual operations upon the land included herein on or before December 31, 1952, and thereafter to diligently operate the property in accordance with the provisions contained in this lease. Failure to so continue the operation of the land included herein for a period of more than six (6) months without prior written approval of the State Land Board shall be cause for forfeiture, and that upon the violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty (30) days notice by registered mail cancel this lease. After the expiration of the said thirty (30) days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

SEVENTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch, of the workings in each section of the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All surveys shall be made by a licensed engineer and all maps certified to by him.

EIGHTH: To not at any time fence any watering place upon the lands leased where the same is the only accessible and feasible source of water incident to the lands leased. Nor shall the Lessee or assigns at any time permit or contribute to the pollution of any surface or subsurface water available, naturally or otherwise, for domestic or irrigation use.

NINTH: To not assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through, or in the land hereby leased as may be necessary or appropriate to the working of these or other lands belonging to or administrated by the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or Laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining, removal, or disposal of the leased substances therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

Upon cancellation of this lease for any cause herein the Lessee shall be entitled to remove from the lease holdings only personal property prior to complete fulfillment of the provisions of this lease, and that improvements attached to the land such as buildings, timbering, or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VI

It is mutually understood and agreed that it shall be the responsibility of the Lessee to slope the sides of all operations of a surface nature to an angle of not less than 45° or to erect a barrier around such operation as the State Land Board may require. Such sloping or fencing shall become a normal part of the operation of the lease so as to keep pace with such operation to the extent that such operation shall not constitute a hazard.

ARTICLE VII

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, and assigns of the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three (3) months' notice in writing to the Lessor and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the leased premises.

ARTICLE IX

It is mutually understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said land that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

STATE OF UTAH, STATE LAND BOARD

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ J. Lambert Gibson

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

By /s/ Theodore Bohn
LESSEE

By /s/ Howard S. Linchfield
LESSEE

By /s/ George W. Higley
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Lease for Manganese and Associated Metals, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office, this 1st day of April, A. D. 1953.

Lee E. Young

JUL 1 3 1953

UTAH STATE MANGANESE MINERAL LEASE

Mineral Lease Application No. 2739
Howard S. Linchfield, Peter N. Ekland and
S. R. Paul

Mineral Lease No. 3438
Grant: School

THIS INDENTURE OF LEASE AND AGREEMENT, entered into in duplicate this 25th day of August, A. D. 1950, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Howard S. Linchfield, Peter N. Ekland and S. R. Paul of Roy, Utah, hereinafter called the Lessees, under and pursuant to Title 86, Chapter 1, Utah Code Annotated 1943, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine and dispose of all of the Manganese in the following described tract of land situated in Weber County, State of Utah, to-wit:

> East Half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34), Township Seven (7) North, Range Three (3) East, of the Salt Lake Base and Meridian,

containing a total of 80.00 acres, more or less, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to the mining and removal of the metallic minerals as above according to the laws of the State of Utah, for a period of ten years and as long thereafter as Manganese is produced in commercial quantities from the said lands, upon condition that at the end of each twenty-year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and the Federal Statutes regarding the operation of metallic mineral mines, Employer's Workman's Compensation, Workman's Insurance, Social Security and Unemployment Insurance.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining and marketing of Manganese, but that should other minerals be discovered such fact shall be immediately reported to the Lessor.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as annual rental for each acre covered by this lease the sum of 50¢ per acre per annum. All such annual payments of rental to be made in advance on the 2d day of January of each year, except the 1950 rental, which is payable on the execution of this lease, such rental to be credited on the royalties to become due hereunder during the year for which said rental is paid.

SECOND: In the event the ore produced from the leased premises is sold to the Atomic Energy Commission or any of its authorized agents or ore purchasers, Lessee hereby agrees to pay to the Lessor a royalty of 12½% of the sale price of the ores at the point of sale, such sale price shall include any transportation allowance to the point of sale or any other premium or extra paid by the Atomic Energy Commission and there may be deducted from such sale price any assay charges or actual transportation cost.

In the event the ore produced from the leased premises is sold to a custom smelter or any other ore purchaser other than the Atomic Energy Commission or its authorized

agents, Lessee agrees to pay to the Lessor a royalty of 12½% of the net smelter or mill settlement on such ores, the net amount being the sum remaining after transportation charges, treatment and assay charges are deducted from the gross value of the ore.

Royalty accruing to the Lessor hereunder shall be deducted by the Atomic Energy Commission or its authorized agents or the custom smelter or mill as the case may be, from the total amount of the settlement made on the purchase of the ore, and remitted to the Lessor by the purchaser of the Ore. All such remittances must be accompanied by copies of settlement sheets or other memoranda made in connection with the sale upon which the royalty is remitted. Annual rental paid in advance by the Lessee shall be retained by the Lessor and credited to the Lessee, and shall be returned to the Lessee at the end of the lease year, provided, however, that royalties paid during such lease year exceed the rental paid.

THIRD: That at the option of the Lessor it may require the payment at the mine of royalties in kind; the amount being 12½% of the material produced.

FOURTH: That upon the shipment of any ore under this lease, the Lessor shall be immediately notified in writing that such shipment is being made, giving the means of transportation and the point of destination.

FIFTH: That at the option of the Lessor it may require, before the commencement of mining operations, that the Lessee shall submit a detailed plan with maps, showing the proposed method of opening the ground and that such work shall not be undertaken until the Lessor has approved such plan and that failure on the part of the Lessee to do so, if required, or to prosecute development of the lines directed, shall constitute a cause for cancellation of this lease.

SIXTH: To commence actual mining operations upon the land included herein on or before December 31, 1951, and thereafter to diligently operate the property according to the plans accepted or under modifications thereof as may be acceptable to the Lessor.

SEVENTH: To at all times during the life of this lease perpetuate and protect the mainline tunnels in ingress and egress to and from said lands and the air courses necessary for proper ventilation, by means of proper pillars and timbering as may be directed by the Lessor or State Mine Inspector, whether upon this leased land or extending through adjacent lands owned or operated by the Lessee, and upon abandonment or termination of this lease from any cause, to substantially fence, fill in, cover or close all surface openings or workings, if directed to do so by said Lessor.

EIGHTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch of the workings in each separate mine on the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All mine surveys shall be made by a licensed engineer and all maps certified to by him.

NINTH: To not assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through or in the land hereby leased as may be necessary or appropriate to the workings of these or other lands belonging to the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining and removal of the Manganese minerals therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

It is further understood and agreed that upon failure or refusal of the Lessee to accept the readjustment of terms and conditions demanded by the Lessor at the end of any twenty-year period, such failure or refusal shall work a forefeiture of the lease and the same shall be canceled.

ARTICLE VI

Upon cancellation of this lease for any cause hereunder the Lessee shall be entitled to remove from the lease holdings only his personal and movable property and that improvements attached to the land such as buildings, timbering or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VII

It is mutually understood and agreed that the suspension of mining operations by the Lessee for a longer period than six months without the written consent of the Lessor being first had and obtained shall be a cause for forfeiture, and that upon violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty days notice by registered mail cancel this lease. After the expiration of the said thirty days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three months notice in writing to the Lessor, and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the premises and the preservation of the mine.

ARTICLE IX

It is understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said land that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions and obligations in this lease contained, shall be binding upon the heirs, executors, administrators and assigns of the Lessee.

ARTICLE XI

It is understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties, or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 11 day of January, 1951.

/s/ Peter N. Eklund

/s/ Howard S. Lichfield

/s/ Seymour R. Paul

STATE OF UTAH, STATE LAND BOARD

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

APPROVED:

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ Robert S. Richards
Asst.

By _____
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Manganese Mineral Lease No. 3438, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 2nd day of April, A. D. 1953.

Lee E. Young

UTAH STATE MANGANESE MINERAL LEASE

Mineral Lease Application No. 2739
Howard S. Linchfield, Peter N. Ekland and
S. R. Paul

Mineral Lease No. 3438
Grant: School

THIS INDENTURE OF LEASE AND AGREEMENT, entered into in duplicate this 25th day of August, A. D. 1950, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Howard S. Linchfield, Peter N. Ekland and S. R. Paul of Roy, Utah, hereinafter called the Lessees, under and pursuant to Title 86, Chapter 1, Utah Code Annotated 1943, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine and dispose of all of the Manganese in the following described tract of land situated in Weber County, State of Utah, to-wit:

> East Half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34), Township Seven (7) North, Range Three (3) East, of the Salt Lake Base and Meridian,

containing a total of 80.00 acres, more or less, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to the mining and removal of the metallic minerals as above according to the laws of the State of Utah, for a period of ten years and as long thereafter as Manganese is produced in commercial quantities from the said lands, upon condition that at the end of each twenty-year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and the Federal Statutes regarding the operation of metallic mineral mines, Employer's Workman's Compensation, Workman's Insurance, Social Security and Unemployment Insurance.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining and marketing of Manganese, but that should other minerals be discovered such fact shall be immediately reported to the Lessor.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as annual rental for each acre covered by this lease the sum of 50¢ per acre per annum. All such annual payments of rental to be made in advance on the 2d day of January of each year, except the 1950 rental, which is payable on the execution of this lease, such rental to be credited on the royalties to become due hereunder during the year for which said rental is paid.

SECOND: In the event the ore produced from the leased premises is sold to the Atomic Energy Commission or any of its authorized agents or ore purchasers, Lessee hereby agrees to pay to the Lessor a royalty of 12½% of the sale price of the ores at the point of sale, such sale price shall include any transportation allowance to the point of sale or any other premium or extra paid by the Atomic Energy Commission and there may be deducted from such sale price any assay charges or actual transportation cost.

In the event the ore produced from the leased premises is sold to a custom smelter or any other ore purchaser other than the Atomic Energy Commission or its authorized

agents, Lessee agrees to pay to the Lessor a royalty of 12½% of the net smelter or mill settlement on such ores, the net amount being the sum remaining after transportation charges, treatment and assay charges are deducted from the gross value of the ore.

Royalty accruing to the Lessor hereunder shall be deducted by the Atomic Energy Commission or its authorized agents or the custom smelter or mill as the case may be, from the total amount of the settlement made on the purchase of the ore, and remitted to the Lessor by the purchaser of the Ore. All such remittances must be accompanied by copies of settlement sheets or other memoranda made in connection with the sale upon which the royalty is remitted. Annual rental paid in advance by the Lessee shall be retained by the Lessor and credited to the Lessee, and shall be returned to the Lessee at the end of the lease year, provided, however, that royalties paid during such lease year exceed the rental paid.

THIRD: That at the option of the Lessor it may require the payment at the mine of royalties in kind; the amount being 12½% of the material produced.

FOURTH: That upon the shipment of any ore under this lease, the Lessor shall be immediately notified in writing that such shipment is being made, giving the means of transportation and the point of destination.

FIFTH: That at the option of the Lessor it may require, before the commencement of mining operations, that the Lessee shall submit a detailed plan with maps, showing the proposed method of opening the ground and that such work shall not be undertaken until the Lessor has approved such plan and that failure on the part of the Lessee to do so, if required, or to prosecute development of the lines directed, shall constitute a cause for cancellation of this lease.

SIXTH: To commence actual mining operations upon the land included herein on or before December 31, 1951, and thereafter to diligently operate the property according to the plans accepted or under modifications thereof as may be acceptable to the Lessor.

SEVENTH: To at all times during the life of this lease perpetuate and protect the mainline tunnels in ingress and egress to and from said lands and the air courses necessary for proper ventilation, by means of proper pillars and timbering as may be directed by the Lessor or State Mine Inspector, whether upon this leased land or extending through adjacent lands owned or operated by the Lessee, and upon abandonment or termination of this lease from any cause, to substantially fence, fill in, cover or close all surface openings or workings, if directed to do so by said Lessor.

EIGHTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch of the workings in each separate mine on the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All mine surveys shall be made by a licensed engineer and all maps certified to by him.

NINTH: To not assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through or in the land hereby leased as may be necessary or appropriate to the workings of these or other lands belonging to the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining and removal of the Manganese minerals therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

It is further understood and agreed that upon failure or refusal of the Lessee to accept the readjustment of terms and conditions demanded by the Lessor at the end of any twenty-year period, such failure or refusal shall work a forefeiture of the lease and the same shall be canceled.

ARTICLE VI

Upon cancellation of this lease for any cause hereunder the Lessee shall be entitled to remove from the lease holdings only his personal and movable property and that improvements attached to the land such as buildings, timbering or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VII

It is mutually understood and agreed that the suspension of mining operations by the Lessee for a longer period than six months without the written consent of the Lessor being first had and obtained shall be a cause for forfeiture, and that upon violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty days notice by registered mail cancel this lease. After the expiration of the said thirty days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

ARTICLE VIII

It is mutually understood and agreed that the Lessee may terminate this lease at any time upon giving three months notice in writing to the Lessor, and upon payment of all rents and royalties and other sums due and payable to the Lessor, and upon complying with the terms of this lease with respect to the preservation of the workings in such order and condition as to permit of the continued operation of the premises and the preservation of the mine.

ARTICLE IX

It is understood and agreed by and between the parties hereto that the Lessor, its officers and agents, shall have the right at all times to go in and upon the leased lands and premises, during the term of said lease to inspect the work done and the progress thereof on said lands and the products obtained therefrom, and to post any notices on the said land that it may deem fit and proper; and also shall permit any authorized representatives of the Lessor to examine all books and records pertaining to operations under this lease, and to make copies of and extracts from the same, if desired.

ARTICLE X

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions and obligations in this lease contained, shall be binding upon the heirs, executors, administrators and assigns of the Lessee.

ARTICLE XI

It is understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties, or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 11 day of January, 1951.

/s/ Peter N. Eklund

/s/ Howard S. Lichfield

/s/ Seymour R. Paul

STATE OF UTAH, STATE LAND BOARD

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

APPROVED:

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ Robert S. Richards
Asst.

By _____
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Manganese Mineral Lease No. 3438, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 2nd day of April, A. D. 1953.

Lee E Young

UTAH STATE MANGANESE MINERAL LEASE

Mineral Lease Application No. 2739
Howard S. Linchfield, Peter N. Ekland and
S. R. Paul

Mineral Lease No. 3438
Grant: School

THIS INDENTURE OF LEASE AND AGREEMENT, entered into in duplicate this 25th day of August, A. D. 1950, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Howard S. Linchfield, Peter N. Ekland and S. R. Paul of Roy, Utah, hereinafter called the Lessees, under and pursuant to Title 86, Chapter 1, Utah Code Annotated 1943, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine and dispose of all of the Manganese in the following described tract of land situated in Weber County, State of Utah, to-wit:

> East Half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34), Township Seven (7) North, Range Three (3) East, of the Salt Lake Base and Meridian,

containing a total of 80.00 acres, more or less, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to the mining and removal of the metallic minerals as above according to the laws of the State of Utah, for a period of ten years and as long thereafter as Manganese is produced in commercial quantities from the said lands, upon condition that at the end of each twenty-year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

ARTICLE I

It is expressly understood and agreed that this lease is granted subject in all respects to and under the conditions of the laws of the State of Utah and the Federal Statutes regarding the operation of metallic mineral mines, Employer's Workman's Compensation, Workman's Insurance, Social Security and Unemployment Insurance.

ARTICLE II

It is further expressly understood and agreed that this lease covers only the mining and marketing of Manganese, but that should other minerals be discovered such fact shall be immediately reported to the Lessor.

ARTICLE III

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

FIRST: To pay to the Lessor as annual rental for each acre covered by this lease the sum of 50¢ per acre per annum. All such annual payments of rental to be made in advance on the 2d day of January of each year, except the 1950 rental, which is payable on the execution of this lease, such rental to be credited on the royalties to become due hereunder during the year for which said rental is paid.

SECOND: In the event the ore produced from the leased premises is sold to the Atomic Energy Commission or any of its authorized agents or ore purchasers, Lessee hereby agrees to pay to the Lessor a royalty of 12½% of the sale price of the ores at the point of sale, such sale price shall include any transportation allowance to the point of sale or any other premium or extra paid by the Atomic Energy Commission and there may be deducted from such sale price any assay charges or actual transportation cost.

In the event the ore produced from the leased premises is sold to a custom smelter or any other ore purchaser other than the Atomic Energy Commission or its authorized

agents, Lessee agrees to pay to the Lessor a royalty of 12½% of the net smelter or mill settlement on such ores, the net amount being the sum remaining after transportation charges, treatment and assay charges are deducted from the gross value of the ore.

Royalty accruing to the Lessor hereunder shall be deducted by the Atomic Energy Commission or its authorized agents or the custom smelter or mill as the case may be, from the total amount of the settlement made on the purchase of the ore, and remitted to the Lessor by the purchaser of the Ore. All such remittances must be accompanied by copies of settlement sheets or other memoranda made in connection with the sale upon which the royalty is remitted. Annual rental paid in advance by the Lessee shall be retained by the Lessor and credited to the Lessee, and shall be returned to the Lessee at the end of the lease year, provided, however, that royalties paid during such lease year exceed the rental paid.

THIRD: That at the option of the Lessor it may require the payment at the mine of royalties in kind; the amount being 12½% of the material produced.

FOURTH: That upon the shipment of any ore under this lease, the Lessor shall be immediately notified in writing that such shipment is being made, giving the means of transportation and the point of destination.

FIFTH: That at the option of the Lessor it may require, before the commencement of mining operations, that the Lessee shall submit a detailed plan with maps, showing the proposed method of opening the ground and that such work shall not be undertaken until the Lessor has approved such plan and that failure on the part of the Lessee to do so, if required, or to prosecute development of the lines directed, shall constitute a cause for cancellation of this lease.

SIXTH: To commence actual mining operations upon the land included herein on or before December 31, 1951, and thereafter to diligently operate the property according to the plans accepted or under modifications thereof as may be acceptable to the Lessor.

SEVENTH: To at all times during the life of this lease perpetuate and protect the mainline tunnels in ingress and egress to and from said lands and the air courses necessary for proper ventilation, by means of proper pillars and timbering as may be directed by the Lessor or State Mine Inspector, whether upon this leased land or extending through adjacent lands owned or operated by the Lessee, and upon abandonment or termination of this lease from any cause, to substantially fence, fill in, cover or close all surface openings or workings, if directed to do so by said Lessor.

EIGHTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch of the workings in each separate mine on the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All mine surveys shall be made by a licensed engineer and all maps certified to by him.

NINTH: To not assign this lease or any interest therein, nor sublet any portion of the leased premises, or any of the rights and privileges herein granted, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through or in the land hereby leased as may be necessary or appropriate to the workings of these or other lands belonging to the Lessor containing mineral deposits or for other use.

SECOND: The right to use, lease, sell or otherwise dispose of the surface of said lands or any part thereof, under existing State Laws or laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the mining and removal of the Manganese minerals therein, and to lease other mineral deposits, excepting those enumerated herein which may be contained in said lands.

ARTICLE V

It is further understood and agreed that upon failure or refusal of the Lessee to accept the readjustment of terms and conditions demanded by the Lessor at the end of any twenty-year period, such failure or refusal shall work a forefeiture of the lease and the same shall be canceled.

ARTICLE VI

Upon cancellation of this lease for any cause hereunder the Lessee shall be entitled to remove from the lease holdings only his personal and movable property and that improvements attached to the land such as buildings, timbering or other construction or construction material in place, shall remain undisturbed upon the ground and the property surrendered in good usable condition.

ARTICLE VII

It is mutually understood and agreed that the suspension of mining operations by the Lessee for a longer period than six months without the written consent of the Lessor being first had and obtained shall be a cause for forfeiture, and that upon violation of this provision or any of the other terms of this lease the Lessor may at its option after thirty days notice by registered mail cancel this lease. After the expiration of the said thirty days and the cancellation of the lease no notice of such cancellation need be given the Lessee.

ARTICLE VIII

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ARTICLE IX

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ARTICLE X

It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions and obligations in this lease contained, shall be binding upon the heirs, executors, administrators and assigns of the Lessee.

ARTICLE XI

It is understood and agreed that this lease is issued only under such title as the State of Utah may now hold, and that in the event the State is hereafter divested of such title, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund of rentals or royalties, or other monies theretofore paid to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 11 day of January, 1951.

/s/ Peter N. Eklund

/s/ Howard S. Lichfield

/s/ Seymour R. Paul

STATE OF UTAH, STATE LAND BOARD

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

APPROVED:

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ Robert S. Richards
Asst.

By _____
LESSEE

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Manganese Mineral Lease No. 3438, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 2nd day of April, A. D. 1953.

Lee E. Young

UTAH STATE MANGANESE MINERAL LEASE

Mineral Lease Application No. 2739
Howard S. Linchfield, Peter N. Ekland and
S. R. Paul

Mineral Lease No. 3438
Grant: School

THIS INDENTURE OF LEASE AND AGREEMENT, entered into in duplicate this 25th day of August, A. D. 1950, by and between the State Land Board, acting in behalf of the State of Utah, hereinafter called the Lessor, and Howard S. Linchfield, Peter N. Ekland and S. R. Paul of Roy, Utah, hereinafter called the Lessees, under and pursuant to Title 86, Chapter 1, Utah Code Annotated 1943, and Amendments thereto.

WITNESSETH: That the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to mine and dispose of all of the Manganese in the following described tract of land situated in Weber County, State of Utah, to-wit:

> East Half (E½) of the Northeast Quarter (NE¼) of Section Thirty-four (34), Township Seven (7) North, Range Three (3) East, of the Salt Lake Base and Meridian,

containing a total of 80.00 acres, more or less, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to the mining and removal of the metallic minerals as above according to the laws of the State of Utah, for a period of ten years and as long thereafter as Manganese is produced in commercial quantities from the said lands, upon condition that at the end of each twenty-year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the Lessor may determine to be necessary in the interest of the State.

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SECOND: In the event the ore produced from the leased premises is sold to the Atomic Energy Commission or any of its authorized agents or ore purchasers, Lessee hereby agrees to pay to the Lessor a royalty of 12½% of the sale price of the ores at the point of sale, such sale price shall include any transportation allowance to the point of sale or any other premium or extra paid by the Atomic Energy Commission and there may be deducted from such sale price any assay charges or actual transportation cost.

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EIGHTH: To keep at the mine office clear, accurate and detailed maps on tracing cloth, on a scale not more than 50 feet to the inch of the workings in each separate mine on the leased lands and on the lands adjacent, and to be so arranged with reference to a public land corner that the maps can be readily and correctly superimposed, and to furnish to the Lessor annually, or upon demand, certified copies of such maps and such written statements of operations as may be called for. All mine surveys shall be made by a licensed engineer and all maps certified to by him.

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ARTICLE X

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 11 day of January, 1951.

/s/ Peter N. Eklund

/s/ Howard S. Lichfield

/s/ Seymour R. Paul

STATE OF UTAH, STATE LAND BOARD

By /s/ Lee E. Young
EXECUTIVE SECRETARY LESSOR

By _____
LESSEE

APPROVED:

Approved as to form
CLINTON D. VERNON
Attorney General

By /s/ Robert S. Richards
Asst.

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

I, Lee E. Young, Executive Secretary of the State Land Board of the State of Utah, hereby certify that the foregoing is a full, true and correct copy of Utah State Manganese Mineral Lease No. 3438, which is on file in the State Land Office, 105 State Capitol, Salt Lake City, Utah.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the State Land Office this 2nd day of April, A. D. 1953.

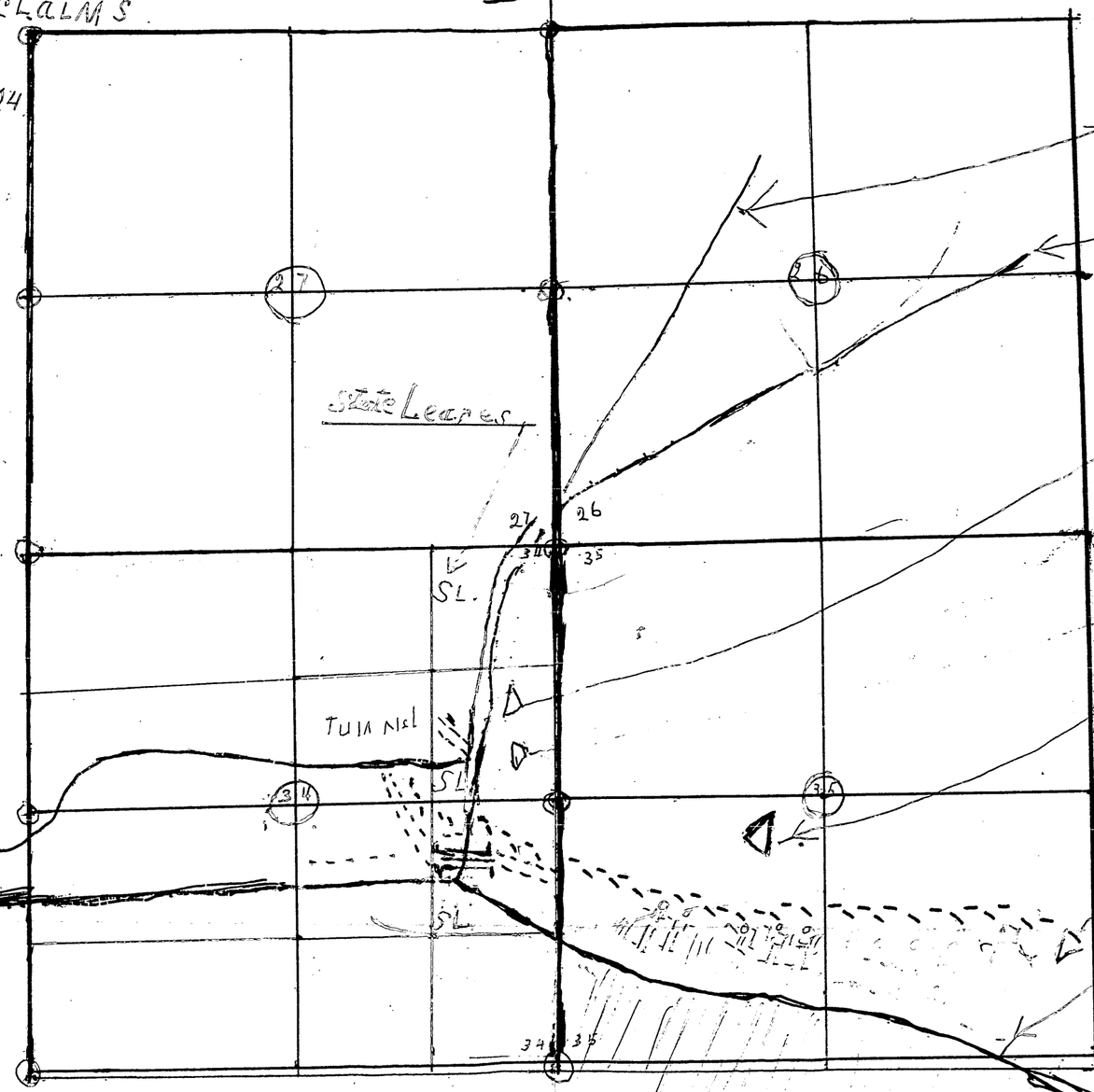
Lee E. Young

T.7.N. R.3.E. WEBER COUNTY

LEASE. No 3438 AND No 4571. NE¼ & SE½; E½ of NE¼, Sec 34

Also KNOWN AS Pdy Day CLAIMS

GOVERMENT REPORT No R14524



Road to Boy Scout Camp

Left Branch of River

Red Line inside Intercepts Ore Body

Olde Working

Ore here at 2 ft

Fine Body of Ore at 4 ft.

Gorge N. of Sanding Rock 200 ft. Deep.

So. Fork Narrows

Perpendicular Wall Limestone 900 ft. High

Indian Trail Skin Toe Trail To Evanston Wy.

Pipe Line Irrigation Crossing Under Road

Road

Proposed Bridge

County Road Paved

South Forks Narrows

JUL 10
5 PM
1953
TENN.

2

Mr. George C. Selfridge, Chairman
Defense Minerals Exploration Admin.
Dept. of the Interior
Washington 25, D.C.

COPY

400

GENERAL SERVICES ADMINISTRATION

Emergency Procurement Service
Washington 25, D.C.

September 24, 1953

In Reply Refer To: DM

Mr. George W. Higley, President
Higley Mining Company
c/o P. N. Eklund
Arsenal Ville, N44 PO Box 436
Roy, Utah

3120-Mn

Dear Mr. Higley:

This refers to your application of September 16 for an access road to your manganese property near Huntsville, Weber Co., Utah, for which you estimated a cost of $12,200, and further to the application that you filed with DMEA for exploration aid on their Form MF-103, Docket DMEA 3120.

No doubt you recall that your application for aid in exploration and for an access road was originally filed with this office by letter dated July 10, 1953 from Mr. J. E. Evans of Ogden, Utah. We wrote Mr. Evans on July 14 as per copy enclosed and referred your application to DMEA.

We now understand from DMEA that, at the suggestion of Mr. S. R. Wilson of the Bureau of Mines Salt Lake City office, you have withdrawn the application for aid in exploration and made application to us for an access road since you are unable at this time to answer questions required for the exploration loan.

This office can only take action for access road assistance on the basis of established quantity and grade of ore reserves that would warrant the cost of construction of an access road. In other words, the cost of the access road must be justified by the availability of known reserves of commercial ore in terms of the cost of the road.

It appears from your application that as yet you have not been able to block out or establish ore reserves. If such is the case, we would not be able to certify construction of an access road to the Bureau of Public Roads.

In the event you need financial assistance to do sufficient exploratory work to determine your commercial grade of ore reserves, you should apply to DMEA for reconsideration of your exploration application.

George W. Higley

We should further mention that funds are appropriated by Congress to the Bureau of Public Roads for use on access roads certified by the Department of Defense and by this office in the production and development of strategic and critical metals, and by DMEA in the exploration for such materials. Before making certification to the Bureau of Public Roads it is customary to have a field man examine the property and also have the Bureau of Public Roads investigate and report on the feasibility and cost of the road.

The appropriations made by Congress for access roads for the fiscal year 1954 have already been allotted and programmed and therefore any further construction work must await further appropriations by the Congress. In some instances DMEA provides access road assistance as part of an exploration project, thereby not requiring access road funds of the Bureau of Public Roads.

Very truly yours,

Geo. H. Roll
Materials Division, EPS

Enclosure

CC: Mr. C. O. Mittendorf, DMEA

SEP 3 1953

Mr. George W. Higley, President
Higley Mining Company
% Peter E. Edlund
Box 436
Roy, Utah

Re: Docket No. DMEA 3120 - Manganese
NE¼ of SE¼, and N½ of NE¼, of Sec.
34 T. 7 N., R. 3 W., S.L.B. & M.
Weber County, Utah

Dear Mr. Higley:

Reference is made to Mr. Edlund's letter of August 25, 1953, to Mr. W. R. King, Executive Officer, DMEA Field Team, Region IV, requesting cancellation of the above-docketed application for exploration assistance. Mr. Edlund's letter crossed in the mail with our letter of September 2, 1953, to you.

As requested, the subject application has been withdrawn and the referenced docket closed.

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

Sincerely yours,

C. O. Mittendorf

Administrator

FARutledge:foc
9-3-53
cc: Docket
Code 400
Ft. Reg. 4
Adm. Reading File
Gilbert DeHuff, USBM
Mrs. Martha Carr, USGS

400

SEP 2 1953

Mr. George W. Higley, President
Higley Mining Company
% Peter M. Eklund
Box 436
Ogy, Utah

Re: Docket No. DMEA 3120 - Manganese
NE¼ of SE¼, and S½ of NE¼, of Sec. 34,
T. 7 N., R. 3 E., S.L.B. & M.
Weber County, Utah

Dear Mr. Higley:

Reference is made to your application for exploration assistance under the subject docket. On July 22, 1953, we wrote to you requesting additional information needed to process the application.

In the interest of expediting the Defense Minerals Exploration Program, it would be appreciated if you would provide us promptly with the required information.

Sincerely yours,

SIGNED

F. A. Rutledge, Acting Chief
Iron and Ferro-Alloys Division

FARutledge:foc
cc: Docket
Code 400
FT. Reg. 4
Adm. Reading File
Gilbert DeMuff, USBM
Mrs. Martha Carr

400

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

224 New Customhouse
Denver 2, Colorado

August 28, 1953

Memorandum

To: C. O. Mittendorf, Administrator, DMEA

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docket No. DMEA-3120 (Manganese), Higley Mining Company, Weber County, Utah

In a letter dated August 25, 1953, Peter N. Eklund requested that we cancel his application for exploration assistance.

We are enclosing a copy of our letter to Mr. Eklund.

W. H. King
W. H. King

Enclosure

400

JUL 22 1953

Mr. George W. Bigley, President
Bigley Mining Company
c/o Peter N. Eklund
Box 436
Roy, Weber County, Utah

Re: Docket No. [illegible] 3120 - Kearneses
Bigley Mining Company
NE¼ of SW¼, and E½ of NW¼, of Sec. 34,
T. 7 N., R. 3 W., S.L.B. & M.
Weber County, Utah

Dear Mr. Bigley:

By letter of July 10, 1953, Mr. Joseph E. Evans, of Ogden, Utah, your Company Attorney, transmitted to the Defense Materials Procurement Agency your applications for an access road estimated to cost $12,200.00, and for aid in an exploration project, with two attached Utah State Mineral Leases and related maps.

As Mr. George [illegible]. Bell, Acting Director, Mining Requirements Division, Defense Materials Procurement Agency, advised Mr. Evans by letter of July 14, 1953, exploration projects are handled by Defense Minerals Exploration Administration, and your application has therefore been referred to us for attention.

In order to give your request appropriate consideration, however, we need answers to the questions which you omitted in submitting your Form MF-103. A copy of that form is enclosed for your information. Please reply in detail to questions 4(a), 4(b), 4(c), 5(b), 5(d), 6 (a through h), [illegible] (a) and 7(h).

Are we correct in our interpretation that the property covered by the subject application is a part of that on which you previously filed an application for exploration assistance under Docket No. MF 6951?

If you require advice in completing the above replies, please communicate with Mr. W. [illegible]. King, Executive Officer, DMEA Field Team, Region IV, 224 New Customhouse Building, Denver 2, Colorado.

WSMartin/jh
7/21/53
cc. to: Docket
Field Team, Reg. 4
Adm. Feed. File
Code 400
Martha Carr, USGS
Edgar Gealy, USBM

Sincerely yours,

G. O. Mittendorf

Administrator

Enclosures

COPY

400

DEFENSE MATERIALS PROCUREMENT AGENCY

Washington 25, D. C.

July 14, 1953

formerly 695-Misc
now 3120

Mr. Joseph E. Evans
Attorney for Higley Mining Company
Eccles Building
Ogden, Utah

Dear Mr. Evans:

This refers to your letter of July 10, 1953 enclosing in quadruplicate application from Higley Mining Co., c/o Peter N. Eklund, Box 436, Roy, Utah, for aid in an exploration project, together with accompanying papers and maps.

Exploration projects are handled by the Defense Minerals Exploration Administration and we are therefore referring all papers to them for the attention of Mr. Frank E. Johnson, Deputy Administrator, New Interior Building, Washington 25, D. C.

Very truly yours,

Geo. H. Roll, Acting Director
Mining Requirements Division

CC: Frank E. Johnson, Room 4624 Interior Building

Joseph E. Evans
Lawyer
Eccles Building
Ogden, Utah

C
O
P
Y

402

July 10, 1953

Amer 3120

Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D.C.

Re: Higley Mining Co.
c/o Peter N. Eklund
Box 436
Roy, Utah

Dear Sir:

Herewith inclosed you will please find (in quadruplicate) the following:

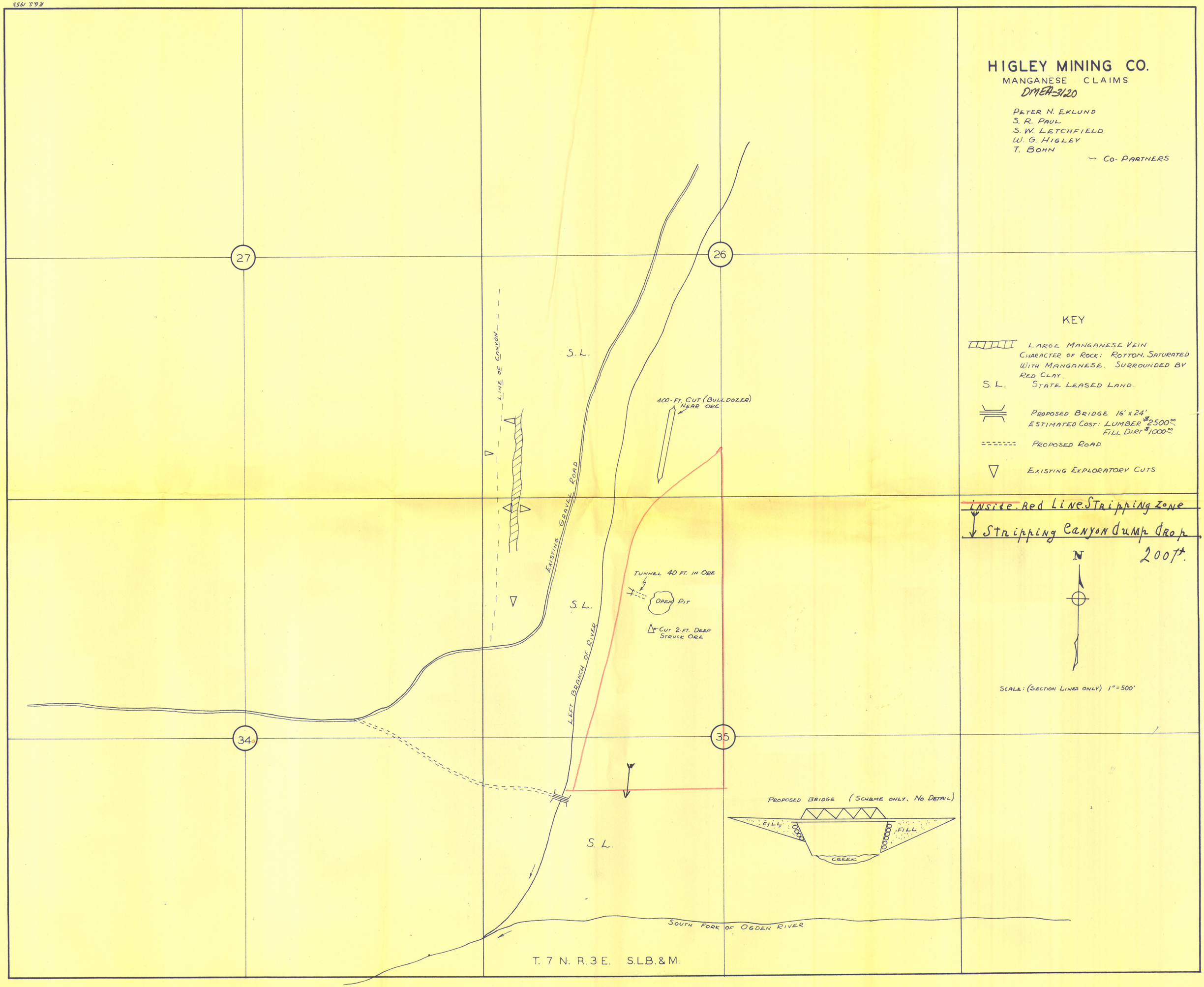
Application for Aid in Exploration Project;
Application for Access Road;
Utah State Lease for Manganese and Associated Metals, #4571;
Utah State Manganese Mineral Lease, #3438
Maps showing property covered by State Leases.

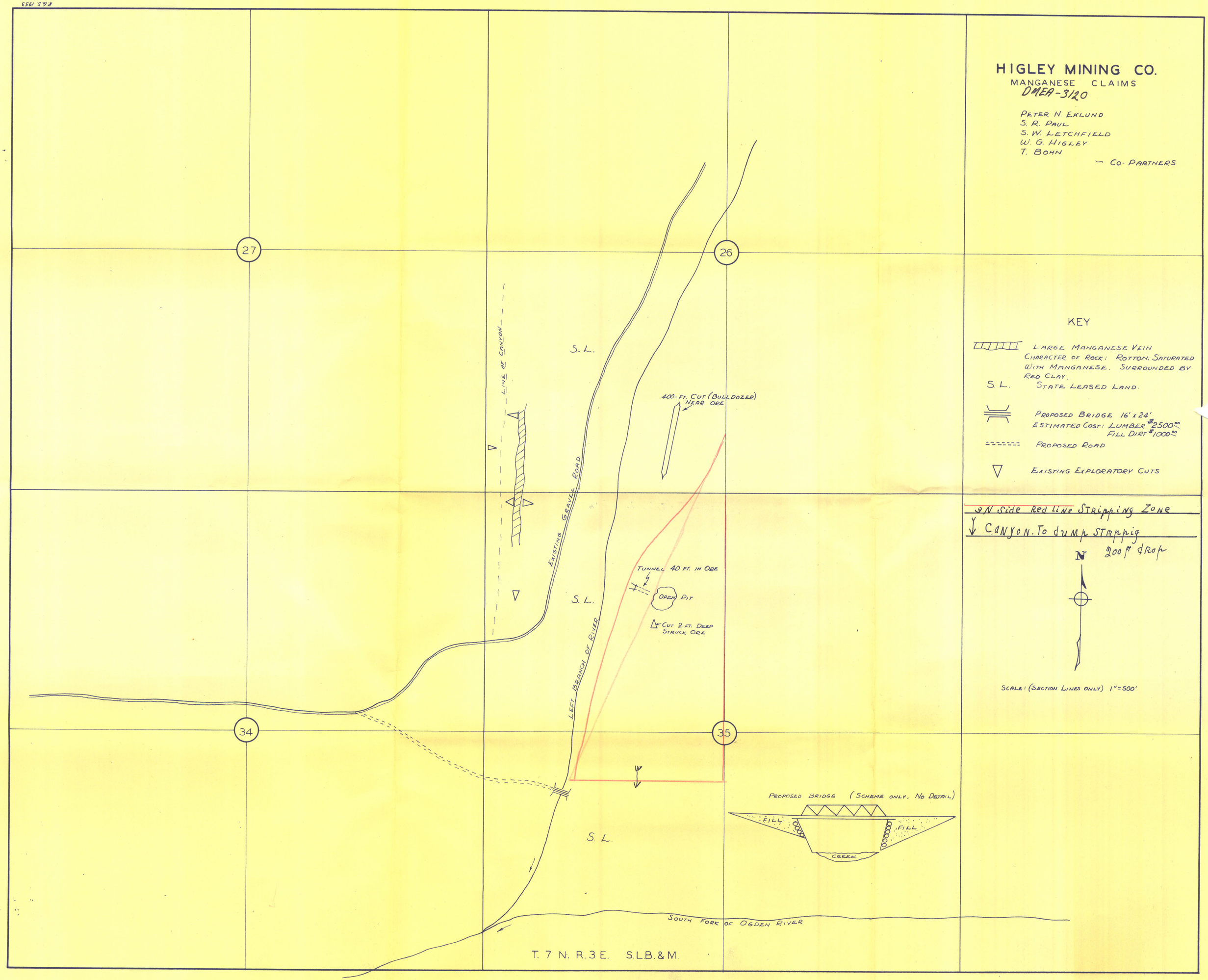
It is the intention of Higley Mining Company to furnish manganese from operation of these properties for Government stockpile. The Company holds Certificate of Authorization number 8-C/L-3 under Domestic Manganese Purchase Program, dated November 24, 1952, signed by Otto G. Klein, Regional Director, Region 8, Building 41, Denver Federal Center, Denver, Colorado.

Your cooperation in giving the matter your early attention will be appreciated.

Yours very truly,

/s/ Joseph E Evans
Joseph E. Evans
Attorney for Company


HIGLEY MINING CO.
MANGANESE CLAIMS
DMEA-3120
PETER N. EKLUND
S. R. PAUL
S. W. LETCHFIELD
W. G. HIGLEY
T. BOHN
— CO-PARTNERS
KEY
LARGE MANGANESE VEIN
CHARACTER OF ROCK: ROTTON, SATURATED WITH MANGANESE. SURROUNDED BY RED CLAY.
S. L. STATE LEASED LAND.
PROPOSED BRIDGE 16' x 24'
ESTIMATED COST: LUMBER $2500.00
FILL DIRT $1000.00
PROPOSED ROAD
EXISTING EXPLORATORY CUTS
Inside Red Line Stripping Zone
Stripping Canyon Dump Drop
200 ft.
N
SCALE: (SECTION LINES ONLY) 1" = 500'
27
26
34
35
LINE OF CANYON
S. L.
400-FT. CUT (BULLDOZER) NEAR ORE
EXISTING GRAVEL ROAD
TUNNEL 40 FT. IN ORE
OPEN PIT
CUT 2-FT. DEEP STRUCK ORE
LEFT BRANCH OF RIVER
PROPOSED BRIDGE (SCHEME ONLY, NO DETAIL)
FILL
FILL
CREEK
SOUTH FORK OF OGDEN RIVER
T. 7 N. R. 3 E. S.L.B.&M.


HIGLEY MINING CO.
MANGANESE CLAIMS
DMEA-3120
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