DOCKET COPY

TERMINATION OF EXPLORATION PROJECT CONTRACT BY AGREEMENT
AFTER COMMENCEMENT BUT BEFORE COMPLETION OF THE WORK

It is agreed this 24th day of April, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and A. Ward, c/o R. D. Brendle, Route #4 Franklin, North Carolina, hereinafter called the "Operator," parties to that certain Exploration Project Contract I-dm-E 439, Docket No. DMEA-2619, dated 6th day of November 1952, that the said contract shall be and is hereby terminated as of the first date above written.

Any work prosecuted or costs incurred by the Operator after the date first above written shall be for the sole account of the Operator, except for (a) such necessary and reasonable costs and expenses as may be incurred in preserving and disposing of any facilities, buildings, fixtures, equipment, or other items, to the cost of which the Government has contributed and in which the Government has an equity, and (b) the costs of any reports, accounts, and winding-up and settlement actions provided for in the contract.

The undersigned Operator hereby releases and agrees to save harmless the Government from all claims and demands under or arising out of said Exploration Project Contract, except as herein expressly otherwise provided.

Witness the following signatures as of the day and year first above written.

UNITED STATES OF AMERICA

By Lou A. Beck
Acting Executive Officer, DMEA, Reg. 7

A. Ward
(Operator)

By _____

18262-1

AMENDMENT No. 1

IMSA-2619, Idm-E 439 (mica)

Contract Idm-E439, Docket No. 2619, dated the 6th day of November 1952, between the UNITED STATES OF AMERICA and A. WARD, an individual, Franklin, North Carolina, is hereby amended as follows:

ACKone 3/6/53 HeffMud

Article 3 is amended to provide that the Operator is to complete the project within a period of eight (8) months from the date of the contract, instead of four (4) months, as provided in the original contract.

This amendment is necessary because due to winter weather and bad slippage of bank above adit, the Field Team recommends that the project be recessed for four months to see whether there is any additional movement of soil above adit.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be obligated to pay, or the percentage of the costs which the Government may be obligated to pay, under the provisions of Article 4 of the contract form.

Dated: January 8, 1953

THE UNITED STATES OF AMERICA

By Robert A. Lawrence

Robert A. Lawrence, Executive Officer
IMSA Field Team, Region 7

A. WARD

A. Ward

mm

DEPARTMENT OF THE INTERIOR
Bureau Mines Administration
RECEIVED
FEB 2 - 1953

MF-200 (A)
(February 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 1 3 1952

DOCKET NO. DMEA 261

COMMODITY Mica

Docket Copy
IDM-E 439

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]
(Short Form)

IT IS AGREED this 6th day of November, 1952, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] A. Ward
c/o R. D. Brendle
Route 4
Franklin, North Carolina

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of North Carolina, County of Macon, described as follows:[3] indicated on the map attached hereto and made a part hereof and entitled: Sketch of Miller Mine - Macon Co., N.C. - DMEA-261, (mica) and as set forth in Annex I hereof.

the Operator represents and undertakes:[4]

(*a*) [redacted]

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within 30 days from the date of this contract shall commence work on a project of exploration for[5] mica

in or upon the described land; and shall bring the project to completion within a period of 4 months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 50 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $3,420.00, which is 50 percent of $3,000.00, the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

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

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

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

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

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

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* .....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

A. Ward
(Operator)

By A. Ward

By O. Meltzer
Administrator, Defense Minerals Exploration Administration

I, , certify that I am the secretary of the corporation named as Operator herein; that , who signed this contract on behalf of the Operator, was then of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
A. WARD
DOCKET NO. DMRA-2619

AREA I

The land referred to in Article 2 of this contract is as follows:

That part of the Miller Mine in Millshoal Township that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch, being a part of the land described in deed dated 16 day of November, 1905, and recorded in the office of the Register of Deeds for Mason County, N.C., in Deed Book TT, page 182.

EXPLORATION PROJECT CONTRACT
A. WARD
DOCKET NO. DMEA-2619

EXHIBIT "A"

Description of the Work

The work to be performed is as follows:

Excavate with a bulldozer to prepare the site for an adit portal, approximately as shown on the map referred to in Article 2. From the site so prepared, crosscut and drift as shown on the above-mentioned map not to exceed a total of 100 feet. The location, direction, and extent of all work shall be specified by the Government.

Agreed Project Costs

Preparation of portal site	$ 300.00	
Crosscut and drift 100 feet @ $35.00 per foot	3,500.00	
Total Cost of Project		$3,800.00
Government Participation @ 90%		$3,420.00

MF-203

OWNER'S CONSENT TO LIEN

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

In lease from Jim Sanders, et al, to A. Ward, dated September 12, 1952, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book C-6, at page 9.

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

2/ A. Ward

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 6th day of October, 1952.

Wit J. M. Roby Fred + Sandra Sanders his atty in fact [Seal]
for Jim Sanders Mary Fred Sanders Turman Sanders Pearl Brendle
N. T. Brendle Margie Hopkins J. P. Hopkins Cordia Scott
R. L. Scott Cathie Sandra Sam Sanders [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

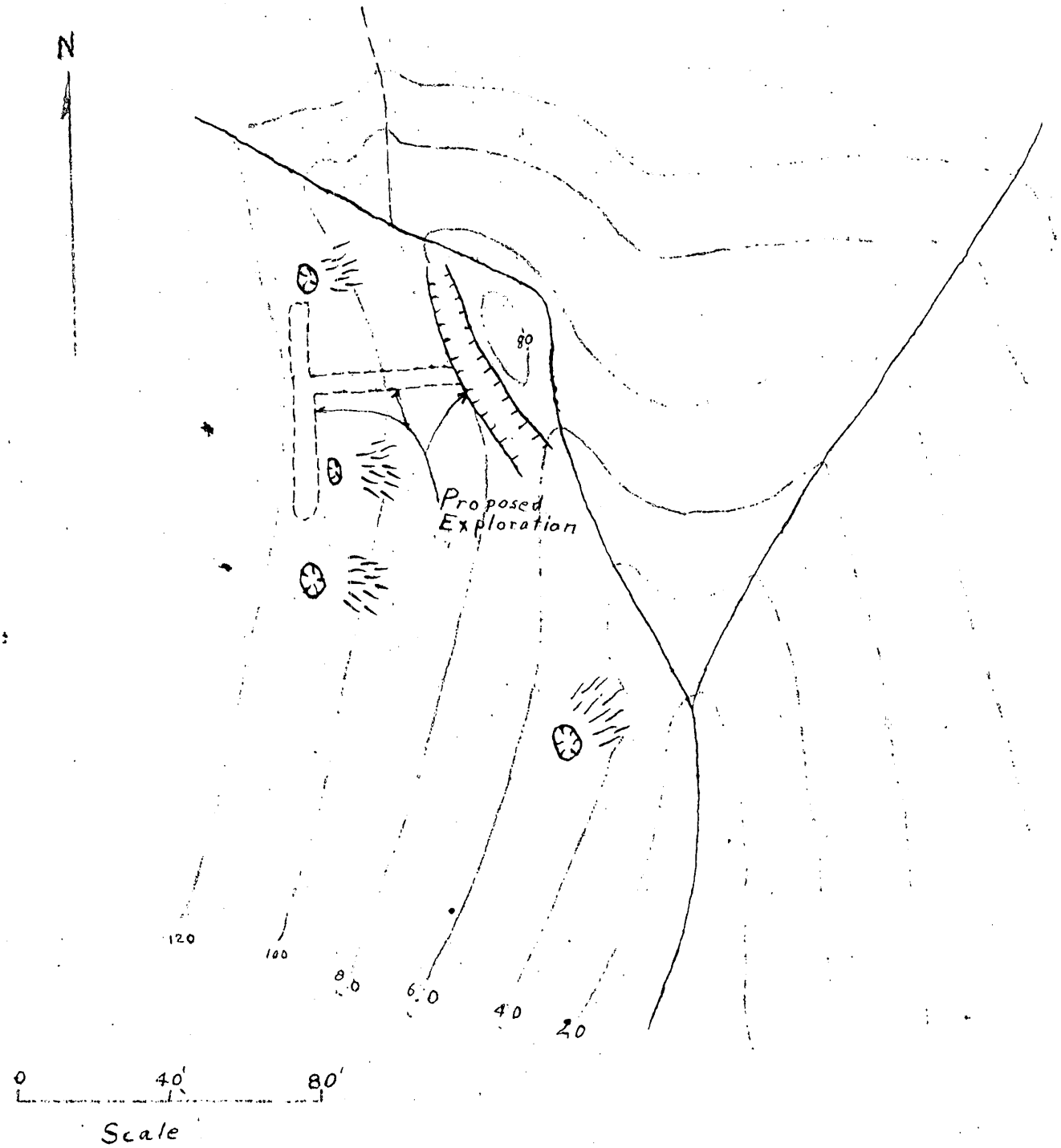
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

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

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

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

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



Sketch of
Miller Mine
Macon Co., N.C.

DMEA-2619(mica)

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2619

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 PROJECT

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

Routing Slip

Copies To USBM, USGS, and Region VII.

To:	Code 600, Rm. 4637	Date	7-18-52
To:	Fritler	Date	7/21/52
To:	Op Conv	Date	8-25-52
To:	Op Conv	Date	11- -52
To:	[illegible]	Date	[illegible]
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME: 98

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

Anderson
Houk
Burson
Oldham
Chandler
Martin

AUG 19 1953

Mr. A. Ward
C/o Mr. R. D. Brendle
Route 4
Franklin, North Carolina

Re: Docket No. DMEA-2619 - Mica
Miller Mine
Macon County, North Carolina
Contract No. Idm-E439

Dear Mr. Ward:

This is with reference to the subject exploration contract between you and the Government.

The final audit of the contract expenditures and the final reports of the Operator and of the Field Team have been received and accepted by this Administration. A contract for the total amount of $3,800.00 was approved and the sum of $1,490.00 was expended, 90 percent of which, or $1,341.00, represented the Government's share. There were no unused materials, supplies or equipment to be disposed of for the joint account of the Operator and the Government. The exploration work was completed in a satisfactory manner.

Because the results of the exploration were unfavorable, it is not our intention to make a certification of discovery or development which would create a lien against the subject property. We are, therefore, closing our books and records with respect to this project. Your attention is called, however, to Article 5 (d) of the Contract which requires the Operator to "keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract".

Your interest in the Exploration Program of the Defense Minerals Exploration Administration and your willingness to participate therein are appreciated.

Sincerely yours,

C. O. Mittendorf (for)
Administrator

WCAnderson:gad 8/13/53
Copy to: Admr. R. File
Docket File
Field Team, Reg. VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

8-19-53

IN REPLY REFER TO:

G-MD-CNM

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

Defense Minerals Exploration Administration
RECEIVED
AUG 2 1953

August 13, 1953

Memorandum

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

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

Subject: DMEA-2619 - Miller Mine, Franklin, North Carolina.

I concur with the Field Team that this project should be cancelled out with no certification, for the reasons given in their report. In fact, I was present at the property when this decision was made jointly with the applicant.

D. M. Larrabee

D. M. Larrabee

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

August 13, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2619 - Mica
Contract No. Idm-E-439
Date of contract - November 19, 1952
Property: Miller Mine
4.6 airline miles N 24° E of Franklin
Macon County, North Carolina
Operator: A. Ward
c/o R. D. Brendle, Route #4, Franklin, North Carolina
Contract amount approved $3,800.00
Total accepted cost 1,490.00
Government's share @ 90% 1,341.00
Project Work: Started on November 18, 1952
Work discontinued during January 1953 because of hillside slide.
Contract terminated by mutual consent April 24, 1953
Final Field Report received July 13, 1953.
Authors: K. W. Teague and L. E. Shirley.

Closing letter: Copy of closing letter is attached. There is no certification of discovery or development.

Docket Summary:

7/18/52 Received application MF-103
7/19/52 Acknowledged receipt of application
7/21/52 Received memorandum from P. L. Weis, U. S. G. S. Suggested field examination of property
8/19/52 Received memorandum from W. F. Dietrich, U. S. B. M. Suggested field examination of property
8/25/52 Application referred to Region VII for field examination
9/22/52 Received report of examination. Authors - K. H. Teague, A. L. Peyton and L. E. Shirley. An exploration contract costing $3,800.00 was recommended. Work discontinued because of hillside slide.
9/26/52 Received memorandum from R. E. Van Alstine, U. S. G. S. Suggested follow field team's recommendation.

10/2/52 Letter to applicant. Requested new Owner's Consent to Lien
10/8/52 Received memorandum from W. F. Dietrich, U. S. B. M. Concurred in field team's recommendation
11/19/52 Date of Exploration Project Contract
5/29/53 Received Termination Agreement dated April 24, 1953
7/8/53 Received Final Field Team Report
7/14/53 Received Final Audit Review

Resume of Work: (This is a copy of Final Report by the Field Team)

"The Miller Mica Mine is 4.6 airline miles N 24° E of Franklin, Macon County, North Carolina. The mine is on the west side of a south flowing tributary of Wautauga Creek.

This project was terminated by mutual consent because of unsafe conditions. No pegmatite or mica was found; therefore, no certification of discovery should be issued. Additional exploration at this deposit is not warranted.

Work consisted of cutting a bulldozer cut in preparing an adit portal and driving 34 feet of cross-cutting adit in weathered mica gneiss. The project began on November 18, 1952. In January 1953, a slide of hillside occurred and work was suspended. By April the hillside had moved approximately three feet along two zones and adit timbers had been moved about 18 inches. The field examiners and the operator decided that additional work in the disturbed ground would be unsafe and that work outside the moving area had little possibility of discovering worthwhile mica deposit; therefore the project was terminated by mutual consent on April 24, 1953."

Unit Costs: There were excavated by bulldozing 1496 cu. yds of top soil at a total cost of $300.00 or a unit cost of 20 cents per cu. yd.; and driving of 34 feet of cross-cutting adit at a total cost of $1,190.00 or a unit cost of $34.00 per foot. Total cost of project amounted to $1,490.00.

Project Cost: (Per final audit review 7/14/53)

The review disclosed the following facts in regard to the amount paid or to be paid the contractor.

Total cost as billed by Contractor		$1,490.00
Exceptions:		
By DMEA Finance Officer	$-0-	
Herewith	-0-	-0-
Total accepted cost		1,490.00
Government participation @ 90%		1,341.00

Comments and Recommendation:

The disturbed ground is unsafe to work in, and work outside the moving area has little possibility of discovering mica.

Both the Operator and the Field Team agreed that the project should be discontinued. A termination by mutual agreement was executed April 24, 1953. The Final Report of Examination recommended that no certification should be made of discovery or development.

The Nonmetallic Minerals Division concurs in the above evaluation.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

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

Anderson
Hook
Chandler
Martin

AUG 19 1953

August 13, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2619 - Mica
Contract No. Idm-E-439
Date of contract - November 19, 1952
Property: Miller Mine
4.6 airline miles N 24° E of Franklin
Macon County, North Carolina
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Docket Summary:

7/18/52 Received application MF-103
7/19/52 Acknowledged receipt of application
7/21/52 Received memorandum from P. L. Weis, U. S. G. S. Suggested field examination of property
8/19/52 Received memorandum from W. F. Dietrich, U. S. B. M. Suggested field examination of property
8/25/52 Application referred to Region VII for field examination
9/22/52 Received report of examination. Authors - K. H. Teague, A. L. Peyton and L. E. Shirley. An exploration contract costing $3,800.00 was recommended. Work discontinued because of hillside slide.
9/26/52 Received memorandum from R. E. Van Alstine, U. S. G. S. Suggested follow field team's recommendation.

10/2/52 Letter to applicant. Requested new Owner's Consent to Lien
10/8/52 Received memorandum from W. F. Dietrich, U. S. B. M. Concurred in field team's recommendation
11/19/52 Date of Exploration Project Contract
5/29/53 Received Termination Agreement dated April 24, 1953
7/8/53 Received Final Field Team Report
7/14/53 Received Final Audit Review

Resume of Work: (This is a copy of Final Report by the Field Team)

"The Miller Mica Mine is 4.6 airline miles N 24° E of Franklin, Macon County, North Carolina. The mine is on the west side of a south flowing tributary of Wautauga Creek.

This project was terminated by mutual consent because of unsafe conditions. No pegmatite or mica was found; therefore, no certification of discovery should be issued. Additional exploration at this deposit is not warranted.

Work consisted of cutting a bulldozer cut in preparing an adit portal and driving 34 feet of cross-cutting adit in weathered mica gneiss. The project began on November 18, 1952. In January 1953, a slide of hillside occurred and work was suspended. By April the hillside had moved approximately three feet along two zones and adit timbers had been moved about 18 inches. The field examiners and the operator decided that additional work in the disturbed ground would be unsafe and that work outside the moving area had little possibility of discovering worthwhile mica deposit; therefore the project was terminated by mutual consent on April 24, 1953."

Unit Costs: There were excavated by bulldozing 1496 cu. yds of top soil at a total cost of $300.00 or a unit cost of 20 cents per cu. yd.; and driving of 34 feet of cross-cutting adit at a total cost of $1,190.00 or a unit cost of $34.00 per foot. Total cost of project amounted to $1,490.00.

Project Cost: (Per final audit review 7/14/53)

The review disclosed the following facts in regard to the amount paid or to be paid the contractor.

Total cost as billed by Contractor		$1,490.00
Exceptions:		
By DMEA Finance Officer	$-0-	
Herewith	-0-	-0-
Total accepted cost		1,490.00
Government participation @ 90%		1,341.00

Comments and Recommendation:

The disturbed ground is unsafe to work in, and work outside the moving area has little possibility of discovering mica.

Both the Operator and the Field Team agreed that the project should be discontinued. A termination by mutual agreement was executed April 24, 1953. The Final Report of Examination recommended that no certification should be made of discovery or development.

The Nonmetallic Minerals Division concurs in the above evaluation.

SIGNED

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:dec 8/13/53
Copy to: Admr. R. File
Docket File
Mr. Houk

8-19-53

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

August 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2619, Miller Mine, Macon County, North Carolina (Mica)

I concur in the field team's recommendation that no certification of discovery be issued for this project.

W. F. Dietrich

W. F. Dietrich

Ward, A

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 1953

July 6, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Executive Officer - Field Team - D M E A

Subject: Final Reports.

Transmitted herewith are three copies each on the following:

DMEA-2619, Miller Mine, Idm-E439 (mica)

DMEA-2802, Wiley Blevins Mine, Idm-E499 (mica)

DMEA-2910, Earl Davis Prospect, Idm-E513 (mica)

The Field Team concurs in the recommendation that no certification be made on any of the above listed contracts.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
7-13-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
by
FIELD TEAM, REGION VII

DMEA- 2619, MILLER MINE (mica)
Contract Idm-E439.

Franklin, Macon County, N. C.

By

Kefton H. Teague, Geologist
U. S. Geological Survey

and

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

June 26, 1953

Reviewed by
DMEA OPERATING COMMITTEE
7-13-53
(date)

FINAL REPORT
on
DMEA-2619, MILLER MINE (mica)
Contract-Idr-E439
Operator: A. Ward, c/o R. D. Brendle, Route 4, Franklin, N. C.

The Miller Mica Mine is 4.6 airline miles N. 24° E of Franklin, Macon County, North Carolina. The mine is on the west side of a south flowing tributary of Wautauga Creek.

This project was terminated by mutual consent because of unsafe conditions. No pegmatite or mica was found; therefore, no certification of discovery should be issued. Additional exploration at this deposit is not warranted.

Work consisted of cutting a bulldozer cut in preparing an adit portal and driving 34 feet of crosscutting adit in weathered mica gneiss. The project began on November 18, 1952. In January 1953 a slide of hillside occurred and work was suspended. By April the hillside had moved approximately three feet along two zones and adit timbers had been moved about 18 inches. The field examiners and the operator decided that additional work in the disturbed ground would be unsafe and that work outside the moving area had little possibility of discovering worthwhile mica deposit; therefore the project was terminated by mutual consent on April 24, 1953.

No additional data on geology other than that given in the original examination report was provided by the work completed under this contract.

Expenditures:

(a)	Total approved	$3,800.00
(b)	Total Cost of Project	1,490.00
(c)	Government's Share of Cost	1,341.00
(d)	Government's share unexpended	2,079.00
(e)	Value of production -- None	

The ope ation was conducted in a satisfactory manner. No equipment was purchased for this project as it was on a unit basis.

June 26, 1953.

Kefton H. Teague, USGS.

Lawrence E. Shirley, USBM

zm

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

RECEIVED
MAY 12 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 29 1953

DEKane
5/4/53

April 27, 1953

To: Operating Committee, D M E A - Washington

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

Subject: DMEA-Docket No. 2619, Contract No. Idm-E439 (mica) Miller Mine, Operator: A. Ward.

As a result of the safety inspection by Roy G. Stott, Mining Health and Safety Engineer, U. S. B. M., exploration at this mine was suspended on January 7, 1953. Suspension was caused by subsidance of the hillside in which a crosscutting adit was being driven, which caused the adit timbers to move near the portal. No work has been conducted on the project since the above date.

On April 24, 1953, L. E. Shirley of the U.S.B.M. and K. H. Teague, and D. M. Larrabee of the U. S. G. S., accompanied Mr. A. Ward to the mine to inspect the condition of the adit and the amount of subsidance that had occurred since the January visit. The top of the adit timbers have been displaced approximately 18 inches and all timbers are taking considerable weight. The Field Team is in agreement that any future work in the adit will be unsafe, thus it should be abandoned permanently.

Two zones are present at the surface along which subsidance has occurred. The upper crack shows about 18 inches of horizontal, and 18 inches of vertical displacement and the lower crack shows about 12 inches of horzontal and the same amount of vertical displacement. Thus, the total movement has been more than two feet on the incline. Any future underground work in this block of disturbed ground will be unsafe.

As there is little possibility of discovering a worthwhile deposit of strategic mica outside the block of disturbed ground, the Field Team believes that the proper action to take is to terminate the project.

Three Executed copies of the Termination by Mutual Consent are transmitted herewith. One copy has been given to the Operator, one to the Regional Finance Officer, and one retained by this office.

W A Beck
Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region 7

Benjamin Gildersleeve
Benjamin Gildersleeve
U. S. Geological Survey

April 27, 1953

To: Operating Committee, D M E A - Washington

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

Subject: DMEA-Docket No. 2619, Contract No. Idm-E439 (mica) Miller Mine, Operator: A. Ward.

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Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region 7

Benjamin Gildersleeve
U. S. Geological Survey

cc: Beck
Laurence
Opr. Com-3
Finance Office
Lynch

DEPARTMENT OF THE INTERIOR
Bureau of Mines
MAY 4 1953

INTERIM REPORT

DMEA-2619 Idm-E439 (mica) MILLER MINE

OPERATOR: A. Ward, c/o R. D. Brendle, Route # 4, Franklin, N. C.

LOCATION: 4.6 airline miles N 24° E of Franklin, Macon County, N. C. and on the west side of a south flowing tributary of Wautauga Creek.

This project was recessed during the winter months because of a landslide which occurred in early January, 1953. This project has been visited periodically to see if additional movement had occurred. Purpose of this visit was to determine if conditions were such that the operator could resume work. It was decided that existing conditions would not permit any further work in the slide area. The field examiners suggested a new approach to the target, outside and to the south of the slide area, but this was not acceptable by the operator. Mutual consent agreements to discontinue the project were signed by the operator.

D. M. Larrabee, Commodity Specialist, U. S. Geological Survey, accompanied the field examiners on this visit to the mine.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

K. H. Teague, Geologist
U. S. Geological Survey

April 24, 1953

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

February 26, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Review of Amendment No. 1 - Docket No. DMEA-2619 - Mica
A. Ward
Miller Mine
Macon County, North Carolina

Purpose: Twofold - To allow winter recess and to wait for completion of land movement affecting the adit.

Method: Amend Article 3 to allow eight months instead of four months for completion.

Recommendation: Concurrence.

Justification: The amendment is necessary to allow time for completion of earth movement that affects the adit. The recess will also avoid some high cost winter work.

Execution: Amendment No. 1 was executed January 8, 1953, in the field by the Executive Officer of Region VII.

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

Posted 2/27/53

bd

2619

FILE COPY
SURNAME:

Feitler
Houk
G E Vann

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

February 26, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Review of Amendment No. 1 - Docket No. DMEA-2619 - Mica
A. Ward
Miller Mine
Macon County, North Carolina

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Method: Amend Article 3 to allow eight months instead of four months for completion.

Recommendation: Concurrence.

Justification: The amendment is necessary to allow time for completion of earth movement that affects the adit. The recess will also avoid some high cost winter work.

Execution: Amendment No. 1 was executed January 8, 1953, in the field by the Executive Officer of Region VII.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad 2/26/53
Copy to: Admr. R. File
Docket File
Mr. Houk

RECEIVED
MAR - 5 1953
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 2 1953

February 19, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, D M E A- Region 7

Subject: Amendment No. 1. Docket No. DMEA-2619, Idm-E439 (mica)
A. Ward, applicant. Franklin, N. C.

Transmitted herewith are 3 copies of the above subject amendment. One copy was retained by Mr. Ward, one by this office, and one sent to the Finance Officer of this Region.

Robert A. Laurence

Robert. A. Laurence

cae
2-24-53

INTERIM REPORT

DEPARTMENT OF THE INTERIOR
Bureau of Mines Administration
RECEIVED

DMEA-2619 Idm-E439 (mica) MILLER MINE

OPERATOR: A. Ward, c/o R. D. Brendle, Route # 4, Franklin, N. C.

LOCATION: 4.6 airline miles N 24° E of Franklin, Macon County, North Carolina and on the west side of a south flowing tributary of Wautauga Creek.

This project was halted temporarily on January 8, 1953 because of slide conditions existing above the adit site that threatened existing work. A crack developed on the southeast end of the open cut (see sketch map), ran in a curving northwesterly direction for 80 - 100 feet and then cut gradually to the northwest. The adit location is near the north end of the open cut. As the crack widened, slippage occurred and excess slide material now rests over the adit. Existing stulls were moved as much as 1 foot in the direction of the portal. The operator was contacted and expressed a desire to continue work because of lease conditions. We had previously advised waiting until some settling had taken place, preferably until winter weather conditions were alleviated, but the operator is still insistent on going ahead with the operation. If operations are resumed, he should set his stulls on a maximum of 2 feet centers and sprag between existing timbers and portal uprights, and use top and side lagging where necessary. About 34 feet of adit had been driven as of January 8, 1953. Material removed consisted principally of micaceous schist with occasional stringers of pegmatite material interfingering the schist.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

K. H. Teague

K. H. Teague, Geologist
U. S. Geological Survey

January 27, 1953

Operator advised field examiners on 2/13/53 that work on this project will be suspended until May, 1953.
Teague

Omen 2619

February 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 4 1953

B.W.

Mr. A. Ward, Owner-Operator
Miller Mine
c/o General Delivery
Sylva, North Carolina

Dear Mr. Ward:

Attached is a Safety Inspection Report of your Miller Mine made by Mr. Roy C. Stott, mining health and safety engineer, on January 14, 1953.

Very truly yours,

M. C. McCall, Chief,
Accident Prevention and Health
Division, Region VII

cc: M. A. Laurence, Room 13, Post Office Bldg., Knoxville 2, Tenn.
W. A. Beck, (3) Room 13, Post Office Bldg., Knoxville 2, Tenn.
P. H. Shuford, State Department of Labor, Raleigh, N. C.
J. L. Fitzgerald, Box 7346, Asheville, N. C.
Director, Defense Minerals Exploration Administration, Washington, D.C.
S. H. Ash
J. Westfield
A. Gabriel
J. R. Thoenen, Bureau of Mines, Tuscaloosa, Alabama
R. C. Stott
District Office

mcm

SAFETY INSPECTION REPORT
MILLER MINE (MICA)
(NEAR) FRANKLIN, MACON COUNTY, NORTH CAROLINA

January 7, 1953

By

Roy G. Stott
Mining Health and Safety Engineer

Originating Office - Bureau of Mines
210-12 Social Security Building
Birmingham 3, Alabama
M. C. McCall, Chief
Accident Prevention and Health Division
Region VII

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

SAFETY INSPECTION REPORT
MILLER MINE (MICA)
(NEAR) FRANKLIN, MACON COUNTY, NORTH CAROLINA

January 7, 1953

by

Roy G. Stott
Mining Health and Safety Engineer

INTRODUCTION

This report is based on an inspection made at the request of the Defense Minerals Exploration Administration to determine conditions and practices relating to health and safety and to propose recommendations for correcting hazards. The inspection party consisted of Roy G. Stott, mining health and safety engineer, Bureau of Mines, William A. Beck and Laurence E. Shirley, mining engineers, Defense Minerals Exploration Administration, and A. Ward, mine owner and operator.

GENERAL INFORMATION

The Miller mine is owned and operated by A. Ward of Sylva, North Carolina. A prospect loan has been granted by the D. M. E. A. under Docket No. 2619, Contract Idm E-439.

The mine is located about 5.7 airline miles N11°E of Franklin, Macon County, North Carolina and about 1/2 mile southwest of Lyle Knob. The site is situated at the bottom of a gulley. Preliminary work involved dozing aside clay overburden at the toe of the hill to expose bedrock bottom and to clear a site for a cross-cut portal adit. The dozed toe undercutting was cut 10 to 30 feet into the slope of the hill for a distance of about 300 feet beginning at a branch in the gulley on the uphill or north end. The hill slopes at about 45 degrees to the east. A 4-foot by 6-foot (inside timbers) cross-cut adit beginning at the north end of the dozer cut, has been driven and timbered for a distance of 34 feet into the hill in an attempt to intersect a pegmatite vein. The vein strikes approximately N10°E and dips about 55 degrees southeasterly or about parallel to the slope of the hill.

Reportedly, subsidence of the hillside began Monday, January 5, 1953, following several days of rain and snow. Work was suspended that afternoon when the adit drift sets began to move near the portal.

At the time of the inspection visible cracks were seen in the overburden and a drop of one foot noted along the entire face of the dozed toe cut extending from there in a semicircle form up the bank for a distance of about 150 feet at its maximum point on the approximate center line of

the addit. The hillside above the subsiding area at a distance of about 60 feet shows a decided flattening of the slope for a way then an abrupt steeping upward. This latter feature could indicate previous downhill movement or creep.

Examination of the tunnel face showed water seepage at the lower portion of the heading. Shirley reported the face was dry on December 19, 1952 when he measured the heading at 21 feet.

SAFETY RECOMMENDATIONS

1. All work should be suspended and the adit entrance should be boarded to prevent unauthorized entry until May 1953 when a re-examination by the D. M. E. A. field team will be made. Mr. Ward agreed to this and assured the party the recommendation would be carried out. A time extension amendment to the D. M. E. A. contract will be made.

ACKNOWLEDGMENT

The cooperation of A. Ward and his two employees is gratefully acknowledged.

Respectfully submitted,

/s/ Roy G. Stott
Roy G. Stott
Mining Health and Safety Engineer

2619

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 31 1952

INTERIM REPORT

IMEA-2619 Idm-E439 (mica) MILLER MINE

OPERATOR: A. Ward, c/o R. D. Brandle, Route # 4, Franklin, N. C.

LOCATION: 4.6 airline miles N 24° E of Franklin, Macon County, North Carolina and on the west die of a south flowing tributary of Wautauga Creek.

Starting date on this contract should be changed from October 19, 1952 to November 19, 1952. This visit to the mine was made in the company of A. Ward. Preparation of portal site has been completed and crosscut work has begun in a S 60° W direction. This crosscut has been driven about 21' and has been timbered with lofting all of this distance. Material encountered is micaceous schist and a small amount of pegmatite material occurred at about the 20 foot mark. A few small pieces of mica which is flat, hard and ruby in color were from this pegmatite stringer. Operator has three men on the job and progress on project is satisfactory.

L. E. Shirley

L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

December 19, 1952

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 1 . 1952

Room 13, Post Office Building
Knoxville, Tennessee

November 17, 1952

Memorandum

To: Operating Committee, DMEA- Washington

From: Field Team, DMEA - Region 7--Knoxville, Tenn.

Subject: DMEA-2619, Idm-E139 (mica) Signed Contracts.

Transmitted herewith are three copies of the above subject contract signed by the applicant. One copy was retained by this office, one by the applicant and one sent to the Regional Finance Officer.

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

cee
11 19

FILE COPY
SURNAME:

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

NOV 6 1952

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

Subject: Docket No. DMEA-2619 - Mica
Miller Mine
A. Ward
Macon County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by this office for the Government with register number and effective date as shown.

If the contract meets with your approval, present it to the operator for his approval and signature. If any provisions are unsatisfactory to the operator, return all copies to this office along with suggested changes for consideration.

After signing of the contract, one copy is to be given to the operator, one copy retained for your files, one copy for the Regional Finance Officer, and the remaining copies, including the original, are to be returned to this office as soon as possible.

Sincerely yours,

(signed) FRANK E. JOHNSON
(JHS)
Chairman, Operating Committee

Approved:

J. H. Hedges
(JHS)
Member, Bureau of Mines

A. R. Kinkel Jr. (JHS)
Member, Geological Survey

SAFeitler:gad 10/21/52
Copy to: Adm. R. File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Enclosures 6

P. S. Also enclosed is a copy of the contract for use of the field engineer.

~~Code 400 - 3538~~

Mary Petko

4637

GENERAL SERVICES ADMINISTRATION

Spruce Pine Mica Depot
October 30, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 3 1952

Mr. Lawrence G. Houk
New Interior Building
19th & "E" Streets, N. W.
Washington, D. C.

Attention: Mr. Fietler

Dear Sir:

In compliance with our telephone conversation in which I promised you to secure samples from the Miller Mine, on the Sanders property near Franklin, operated by Mr. A. Ward. I am enclosing you sample of mica from this mine. We consider this to be very good ruby mica, and it will be acceptable on the present Government Mica Purchasing Program if properly prepared.

Yours very truly,

W. S. Flynt
Superintendent

WSF/krm

A. Ward
2619

10/21/52

W. S. Flynt called

He will have A. Ward submit sample from the Miller mine & advise us of the quality.

SF

10/24/52
Teague by telephone advised that sample is needed. He will cooperate.

SF

11/4/52
Rec. letter from Flynt Area is very good

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

October 14, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2619 - Mica
A. Ward
c/o R. D. Brendle
Route 4
Franklin, North Carolina
Miller Mine, Macon County, North Carolina

Conclusions:

Although the old workings are caved and inaccessible, the Miller Mine was apparently worked extensively in the past. Mica on the dump is ruby and the Field Team believes exploration is warranted.

The applicant's lease is for two years with an option to renew for one year. This is considered adequate inasmuch as the exploration program is small and Owner's Consent to Lien has been executed.

Recommendation:

Execute the attached contract which provides $3,800 to prepare the site and drive 100 feet of adit and drift.

Application received 7/18/52
requesting $2,198.00 to prepare site and drive adit to the pegmatite.
U.S.G.S. memo 7/21/52
Refer to field
U.S.B.M. memo 8/19/52
Refer to field
Field referral 8/25/52
Letter to applicant 8/25/52
Requesting longer lease.
New Lease received 9/18/52
Field Team report received 9/22/52
Recommends $3,800 for preparation of site and 100 feet of adit and drift.
U.S.G.S. memo 9/25/52
Concur with Field Report.
Letter to applicant 10/2/52
Requesting new Owner's Consent to Lien.

U.S.B.M. memo 10/8/52
Concur with Field Report.
New Owner's Consent to Lien forms received 10/10/52
Contract prepared 10/10/52
To Legal Division 10/13/52

Stanley A. Feitler

Stanley A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Fritter

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

October 14, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2619 - Mica
A. Ward
c/o R. D. Brendle
Route 4
Franklin, North Carolina
Miller Mine, Macon County, North Carolina

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requesting $2,198.00 to prepare site and drive adit to the pegmatite.
U.S.G.S. memo 7/21/52
Refer to field
U.S.B.M. memo 8/19/52
Refer to field
Field referral 8/25/52
Letter to applicant 8/25/52
Requesting longer lease.
New Lease received 9/18/52
Field Team report received 9/22/52
Recommends $3,800 for preparation of site and 100 feet of adit and drift.
U.S.G.S. memo 9/25/52
Concur with Field Report.
Letter to applicant 10/2/52
Requesting new Owner's Consent to Lien.

U.S.B.M. memo 10/8/52
Concur with Field Report.
New Owner's Consent to Lien forms received 10/10/52
Contract prepared 10/10/52
To Legal Division 10/13/52

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad 10/14/52

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

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

TW Fenton

October 8, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2619, Mica, Miller Mine, Macon County, Franklin, North Carolina

I concur in the field team's recommendation for an exploration program in the amount of $3,800.

W. F. Dietrich

W. F. Dietrich

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 8 1952

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

600/

OCT 2 1952

OCT 3 1952

Mr. Fetter

Mr. A. Ward
c/o Mr. R. D. Brendle
Route 4
Franklin, North Carolina

Subject: Docket No. DMEA-2619 - Mica
Miller Mine
Macon County, North Carolina

Dear Mr. Ward:

Reference is made to the subject application for exploration assistance at the Miller Mine in Millshoal Township, Macon County, North Carolina.

Receipt of your new lease, dated September 12, 1952, is acknowledged.

A new Owner's Consent to Lien should be submitted reciting the date and property description of the new lease. As Fred Saunders signed the lease by mark, the Owner's Consent, if signed by him as Attorney in fact for the owners, should also be signed by mark and witnessed.

Enclosed are eight copies of Form MF-203, Owner's Consent to Lien. Please submit six signed copies.

Sincerely yours,

Lawrence G. Houk

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8

This let returned with the requested Owner's Consent to Lien 6 copies
SH 10/10/52

Sighs like thief

Fred J. Saunders, atty in

fact for

FILE COPY
SURNAME:

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

OCT 2 1952

Mr. A. Ward
c/o Mr. R. D. Brendle
Route 4
Franklin, North Carolina

Subject: Docket No. DMEA-2619 - Mica
Miller Mine
Macon County, North Carolina

Dear Mr. Ward:

Reference is made to the subject application for exploration assistance at the Miller Mine in Millshoal Township, Macon County, North Carolina.

Receipt of your new lease, dated September 12, 1952, is acknowledged.

A new Owner's Consent to Lien should be submitted reciting the date and property description of the new lease. As Fred Saunders signed the lease by mark, the Owner's Consent, if signed by him as Attorney in fact for the owners, should also be signed by mark and witnessed.

Enclosed are eight copies of Form MF-203, Owner's Consent to Lien. Please submit six signed copies.

Sincerely yours,

S.H.
10-2-52

Signed

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 8

SAFeitler:gad 10/1/52

Copy to: Admin. Reading File
Docket File
Field Team, Region VII
Mr. Norton, G-232 GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

IN REPLY REFER TO:
G-MD-CNM

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

September 25, 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2619 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: A. Ward, c/o R. D. Brendle, Route #4, Franklin, North Carolina.
Name of property: Miller mine.
Location of property: On tributary to Watauga Creek, 4.6 airline miles N. 24° E. of Franklin, Macon County, North Carolina.
Date of field team report: September 19, 1952.
Authorship of field team report: K. H. Teague, A. L. Peyton, L. E. Shirley.
Field team's recommendation:

Cut trench 10-12 feet deep, 20 feet wide, and 75 feet long to prepare face for driving a crosscutting adit. Adit to be driven 40-60 feet long westward to cut pegmatite. Drive 40-60 feet of drifts along pegmatite. Estimated cost $3,800.

Comments:

Tenure of lease and legal description of property still need clarification.

ACTION SUGGESTED:

Follow field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

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

Room 13, Post Office Building
Knoxville 2, Tennessee

September 19, 1952

Memorandum

To: Operating Committee, DMEA-Washington

From: Field Team, DMEA - Region 7 - Knoxville, Tennessee

Subject: Field Examination Report, DMEA-2619 (mica) Miller Mine.
A. Ward, applicant

Enclosed herewith are 4 copies of the Field Examination report on the subject application. The Field Team approves the recommendation for exploration of this pegmatite.

Robert A. Laurence

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

W. A. Beck

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

DEPARTMENT OF THE INTERIOR
Bureau of Mines Minerals
Library
SEP 22 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2619, MILLER MINE (Mica)

Applicant: A. Ward, c/o R. D. Brendle
Route #4, Franklin, North Carolina

By
Kefton H. Teague, Geologist
U. S. Geological Survey
-
-
A. L. Peyton, Mining Engineer
and
L. E. Shirley, Mining Engineer
U. S. Bureau of Mines

September 19, 1952

Report of Field Examination on

DMEA-2619, MILLER MINE (mica)

Applicant: A. Ward, c/o R. D. Brendle
Route #4, Franklin, North Carolina

The Field Team recommends that a trench be cut 10-12 feet deep, 20 feet wide and 75 feet long to prepare face for driving a crosscutting adit. After the face is prepared an adit from 40 to 60 feet long should be driven westward from the cut to intersect the pegmatite and from 40 to 60 feet of drifts driven along the pegmatite to explore it for its mica content. Estimated cost of the exploration are as follows:

Excavate trench 10 x 20 x 75 feet	
Bulldozer 30 hrs. @ $10/hr.	$300.00
100 feet of crosscut or drift @ $35/ ft.	$3500.00
Estimated Cost	$3800.00

Estimated time required 60 shifts.

Field Team examination of the property was on September 11, 1952 with Mr. A. Ward. Two hours were spent on the examination.

The Miller Mine is on the west side of a south-flowing tributary of Watauga Creek, 4.6 airline miles N. 24° E., of Franklin, Macon County, North Carolina. The mine can be reached from Franklin over 4 miles of U. S. Highway No. 23, and one mile of poor logging road.

The Applicant is actively mining mica at the present. He appears to be honest and competent.

+ two years - new lease

This property is held by Mr. Ward under a one year lease, with an option to extend the lease for one additional year. The need for a longer lease was discussed, and Mr. Ward stated that he would attempt to secure an amendment to the lease providing for a two year extension. Also the need for a clearer legal description of the property under lease was discussed with Mr. Ward. Area covered by the lease is adequate for the project.

The mine is owned by the heirs of Matt Sanders, and has been worked in the past by J. E. Burleson, B. C. Grindstaff, Reid, and Fortner. Harley Brendell operated it in April 1944, and Jim Sanders worked it for a very short time in November and December of the same year. Very little mica was obtained from these last operations. A series of small open cuts, shafts and crosscuts extends for 450 feet N. 10° to 20° E. All of the openings have either caved or were originally very shallow. From the size of some dumps extensive work must have been done in pegmatite from some of the crosscuts.

The foliation of the mica gneiss strikes N. 10° E., and dips 55° E. The pegmatite bodies, which are probably concordant, are not exposed, but the position of the workings suggests that two parallel bodies, 3 to 5 feet or perhaps more thick and 65 feet apart, have been mined. The dumps contain blocks of massive white quartz, pods of "burr rock," weathered feldspar (chiefly plagioclase), a little biotite, and muscovite. About 1/3 of the light brown mica is slightly specked but the rest is clear. The books are flat, free splitting, and generally of good quality. The dumps are rich in books 1 inch or less in diameter.

The applicant's proposal is essentially the same as that recommended by the Field Team.

The locations and extent of the proposed work is shown in the summary and on the sketch map.

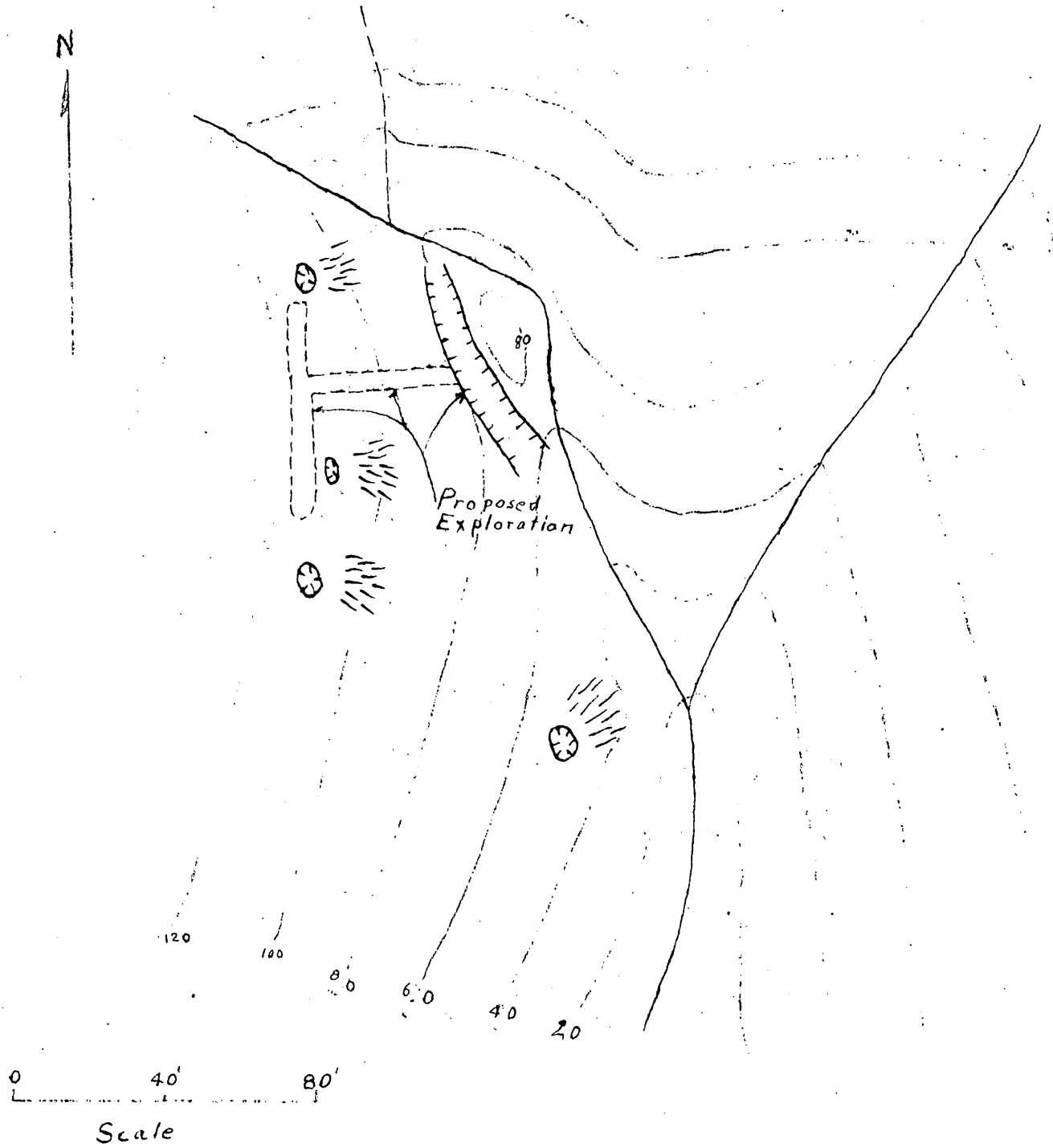
September 9, 1952.

K. H. Teague, USGS

A. L. Peyton, USBM

L. E. Shirley, USBM

zm



Sketch of
Miller Mine
Macon Co., N.C.

DMEA-2619(mica)

FILE COPY
SURNAME:

SAFeitler
Houk

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

AUG 25 1952

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

Subject: Docket No. DMEA-2619 - Mica
Miller Mine
Macon County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Miller Mine in Millshoal Township, Macon County, North Carolina.

Please arrange for a field examination at the Miller Mine to determine whether exploration assistance is warranted. A suitable exploration program should accompany a favorable report. A statement about the relationship of the mine area to the property owned by the lessors should be included.

For your information there are enclosed copies of memoranda from the Bureau of Mines and the Geological Survey.

Sincerely yours,

8/25/52
cc

W. F. Keller (SAB)
ACTING Chairman, Operating Committee

Approved:

C. H. Johnson
Member, Bureau of Mines

D. M. Lemmon
Member, Geological Survey

Enclosures 2

SAFeitler:gad 8/25/52

Copy to: Admin. Reading File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

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

AUG 25 1952

SFeitler
Lemmon
Johnson
Miller

Mr. A. Ward
C/o Mr. R. D. Brendle
Route 4
Franklin, North Carolina

Subject: Docket No. DMEA-2619 - Mica
Miller Mine
Macon County, North Carolina

Dear Mr. Ward:

The above application has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further information.

The description of the property under lease is vague but it may be adequate, if you will supply either a metes and bounds description or the book, page, and county of record for the tract on which the Miller Mine is located.

The lease provides too short a time to qualify for even a small program. Assistance has been approved for Operators having a three year lease when accompanied by the Owner's Consent to Lien. Can you obtain a longer lease or a two year renewal option instead of the present one year option?

Sincerely yours,

C. O. Mittendorf (fw) 8/25/52

Acting Administrator

SAFeitler:gmd 8/25/52

Copy to: Admin. Reading File
Docket File
Operating Committee (2)
Field Team, Region VII (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Hook

SD

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

Mr Scott

August 19, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2619, Mica, Miller Mine, Macon County, North Carolina

The Geological Survey (Professional Paper 225, p. 79) tested 77 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as cinnamon brown, generally acceptable as ruby mica. On the basis of this information and the applicant's description of present exposures, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

30

IN REPLY REFER TO:

G-MD-CNM

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

July 21, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
Received
JUL 21 1952

Memorandum

REVIEW OF APPLICATION DMEA-2619 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: P. L. Weis, U. S. Geological Survey
Applicant: A. Ward.
Name of property: Miller Mine.
Location of property: Macon County, North Carolina
Estimated cost of project: $2,198.
Summary of applicant's proposal: Excavate a tunnel 5x6x75 feet into the pegmatite.
Sources of information on applicant's property: Jahns, R. H., Pegmatites of the Blue Ridge Province, North Carolina and Georgia. U. S. Geological Survey Prof. Paper (in preparation).
Comments: Jahns states that although a little mica has been mined, the deposit appears to contain mica of good quality. The property probably is capable of producing some strategic mica.
RECOMMENDATION: Examination by the field team, to work out details of exploration.

Paul L. Weis

Paul L. Weis

EXPLORATION

Subject: DMEA-2619
Re: Exploration Loan
Miller Mine
July 19, 1952

Mr. A. Ward
c/o Mr. R. D. Brendle
Route 4
Franklin, North Carolina

My dear Mr. Ward:

This will acknowledge receipt of your application dated July 16, 1952, for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMEA-2619 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-2619 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

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

7862

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-2619
Metal or Mineral
Date Received 7-18-52
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:

A. WARD
c/o R. D. BRENDLE
ROUTE 4, FRANKLIN, N.C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract That part of the Miller Mine in Millshoal Township, Macon Co., N.C., owned by Fred Sanders, et al, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

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

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

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

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

Department of the Interior
Defense Minerals Administration
JUL 18 1952

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

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

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

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

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

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

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated July 16, 1952, 195...

A W Ward
(Applicant)

By .....

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

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

MF-103 A. WARD ROUTE 4 (c/o R.D.BRENDLE) FRANKLIN, N.C. MICA 7/16/52

3. (d) Copy of lease attached. Owner's Consent to Lien attached.

4. (a) Applicant has been conducting exploratory work and in thepast month
(b) has dozed a cut 12' wide, 15' deep and 50' long; uncovering the vein
(c) which is composed of flint, quartz and mica; 6 feet wide - running southeast. Cost - in excess of $1000.00. No existing production facilities. Workings are accessible for examination.

About 30 years ago, according to reports, quite some mining was done on this property and recovered blocks of ruby mica resulted in sheets up to 8" x 10". Unpleasant dealings caused to many owners to without from leasing until the present time. The mine is within the main mica belt of the district and applicant wishes to explore in order to reach existing commercial quantities of the mineral. Sketch of property location and past working is attached.

(d) Located 5 miles northeast of Franklin; reached by State Highway 23 and 1 mile on side road. Franklin is the shipping, supply and residence points.

(e) Sufficient manpower, materials, supply, equipment and water is available. No power required.

5. (b) Proposed work will consist of a tunnel (5' x 6') into the pegmatite for a distance of 75 feet. This will establish exact location of the mica vein and permit future operations. About 30 hours additional dozing will be required to clear away the pegmatite facing to start the tunnel.

(c) Work will start upon signing of contract and be completed within 35 working days.

(d) Applicant, A. Ward, will direct all work. He has mined for mica, both in Spruce Pine and Franklin, N. C., for the past 30 years and is thoroughly familiar with all phases of such work.

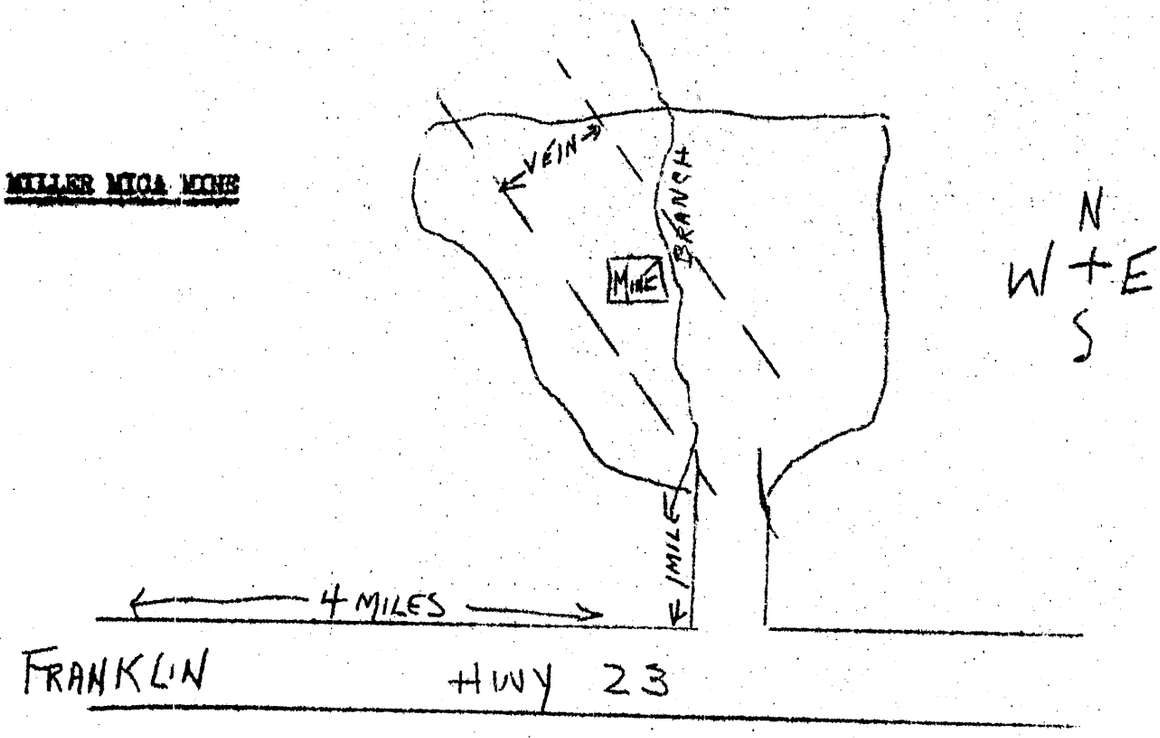
6. (a) ESTIMATE OF COSTS:

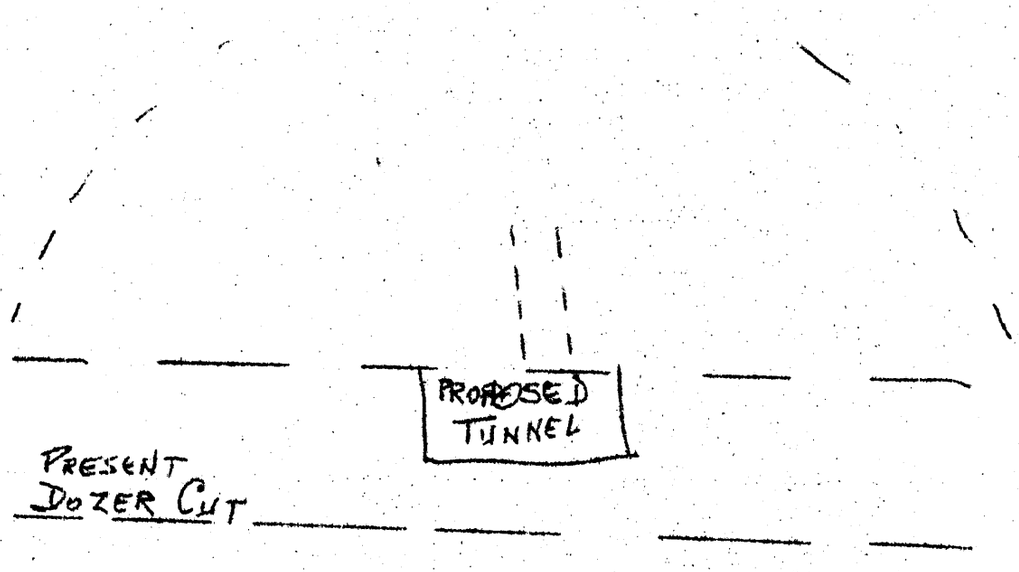
Dozer rental, 30 hours @ $10.00 per hour		$ 300.00
(b) Working Foreman, 32 days @ $15.00	$480.00	
3 miners & assistants, 8.00 per day each, 30 days each	720.00	1200.00
(c) Powder, fuses, exploders	$ 50.00	
Gasoline & Oil	50.00	
Wheelbarrow	30.00	
Hand Tools, shovels, picks etc.	50.00	180.00
(d) Rental, aircompressor (30 days)	170.00	
" jackhammer etc.	45.00	
" pump	30.00	
Purchase, timber for tunnel	160.00	405.00
(g) Accounting, analytical work	$ 65.00	
Payroll taxes	18.00	
Insurance	30.00	113.00
TOTAL COST OF PROJECT		$ 2,198.00

- - - -

MF-103 A. WARD ROUTE 4 (c/o R.D.Brendle) FRANKLIN, N.C. MICA 7/16/52

MILLER MICA MINE





NORTH CAROLINA
MACON COUNTY

THIS LEASE AGREEMENT, made and entered into this 3rd day of June, 1952, by and between JIM SANDERS, FRED SANDERS, FURMAN SANDERS, PEARL BRENDELL and husband, H. T. BRENDLE, MARGIE HOPKINS and husband, J. P. HOPKINS, MRS. BOB SCOTT and husband, BOB SCOTT, and GALLIE SANDERS and husband, SAM SANDERS, of Macon County, North Carolina, parties of the first part, and A. WARD, of Mitchell County, North Carolina, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One Dollar to them paid by the party of the second part, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, have let and leased and by these presents do hereby let and lease unto said party of the second part the mica and mica mining privileges upon the following described land, to-wit:

> That part of the Miller Mine in Millshoal Township owned by parties of the first part that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. The party of the second part shall have the right under the terms hereof to enter upon said property and explore, prospect for, mine, dig, mill, process and remove all mica now in, under, or upon the above described land, to construct such roads or trails and erect such structures and buildings upon said property as may be necessary and convenient to properly conduct mining operations, and the right to use the water of any streams upon said lands for said mining projects and such timber as is necessary in said mining operation.

2. The party of the second part agrees to pay to parties of the first part a royalty of one-seventh (1/7) of the gross selling price of all minerals removed from said property.

3. Party of the second part agrees to make royalty payments directly after each sale of mica.

4. Party of the second part agrees to keep a correct and itemized record of all sales, which record shall be open for inspection of parties of the first part, and the party of the second part shall furnish to parties of the first part at the time of each payment a copy of each sales slip or invoice.

5. The term of this lease shall be one year from this date.

6. If the party of the second part shall fail to commence operation of the mine upon said property on or before thirty days from this date, or fail to operate the mine for any period of sixty days, the parties of the first part, at their option, may declare this lease terminated and of no further force and effect, and upon notice to the party of the second part of such termination, the said party of the second part shall surrender to said parties of the first part immediate possession of said property.

7. Should the party of the second part fulfill all the terms of this lease, he shall have the right at the expiration of the same to renew the lease upon the same terms for an additional period of one year.

TO HAVE AND TO HOLD said mica and mining privileges hereinbefore set forth according to the terms hereof unto said party of the second part to his only use and behoof.

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

s/ Fred Sanders	(SEAL)	s/ Fred Sanders	(SEAL)
s/ Furman Sanders	(SEAL)	s/ Pearl Brendell	(SEAL)
s/ H. T. Brendell	(SEAL)	s/ Margie Hopkins	(SEAL)
s/ J. P. Hopkins	(SEAL)	s/ Mrs. Bob Scott	(SEAL)
s/ Bob Scott	(SEAL)	s/ Gallie Sanders	(SEAL)
s/ A. Ward	(SEAL)	s/ Sam Sanders	(SEAL)

MACON

NORTH CAROLINA
MACON COUNTY

We, the undersigned, having heretofore on the 3rd day of June, 1952, executed a lease to A. Ward, the third paragraph of which calls for payments of royalties directly after each sale, do hereby desire to change said third paragraph to allow the said A.Ward to make royalty payments on the 10th day of the month for all mica removed during the preceding month, and do hereby agree that all payments under said lease may be made on the 10th day of the month for sales made during the preceding month and that said A. Ward is authorized and directed to pay all such payments of royalties to Fred Sanders, and the said Fred Sanders shall be authorized to execute a receipt for all of the undersigned on account of such royalties paid. AND, we the undersigned hereby authorize said Fred Sanders to execute any government loan papers in connection with the operation of the property described in said lease, in our name and stead as our Attorney in Fact.

This 12th day of July, 1952.

s/ Jim Sanders (SEAL)
s/ Fred Sanders (SEAL)
s/ Furman Sanders (SEAL)
s/ B. T. Brendle (SEAL)
s/ J. P. Hopkins (SEAL)
s/ Bob Scott (SEAL)
s/ Pearl Brendle (SEAL)
s/ Marvin Hopkins (SEAL)
s/ Mrs. Bob Scott (SEAL)
s/ Callie Sanders (SEAL)
s/ Sam Sanders (SEAL)

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-2619
Metal or Mineral
Date Received 7-18-52
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:

A. WARD
C/o R. D. BRENDLE
ROUTE 4, FRANKLIN, N.C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract That part of the Miller Mine in Millshoal Township, Macon Co., N.C., owned by Fred Sanders, et al, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) State [redacted] mineral or minerals for which you wish to e[redacted]re STRA[redacted]GIC RUBY MICA

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated July 16, 1952, 195...

A. W. Ward
(Applicant)

By.....

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

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

3. (d) Copy of lease attached. Owner's Consent to Lien attached.

4. (a) Applicant has been conducting exploratory work and in thepast month
(b) has dozed a cut 12' wide, 15' deep and 50' long; uncovering the vein
(c) which is composed of flint, quartz and mica; 6 feet wide - running southeast. Cost - in excess of $1000.00. No existing production facilities. Workings are accessible for examination.

About 30 years ago, according to reports, quite some mining was done on this property and recovered blocks of ruby mica resulted in sheets up to 8" x 10". Unpleasant dealings caused to many owners to without from leasing until the present time. The mine is within the main mica belt of the district and applicant wishes to explore in order to reach existing commercial quantities of the minerl. Sketch of property location and past working is attached.

(d) Located 5 miles northeast of Franklin; reached by State Highway 23 and 1 mile on side road. Franklin is the shipping, supply and residence points.

(e) Sufficient manpower, materials, supply, equipment and water is available. No power required.

5. (b) Proposed work will consist of a tunnel (5' x 6') into the pegmatite for a distance of 75 feet. This will establish exact location of the mica vein and permit future operations. About 30 hours additional dozing will be required to clear away the pegmatite facing to start the tunnel.

(c) Work will start upon signing of contract and be completed within 35 working days.

(d) Applicant, A. Ward, will direct all work. He has mined for mica, both in Spruce Pine and Franklin, N. C., for the past 30 years and is thoroughly familiar with all phases of such work.

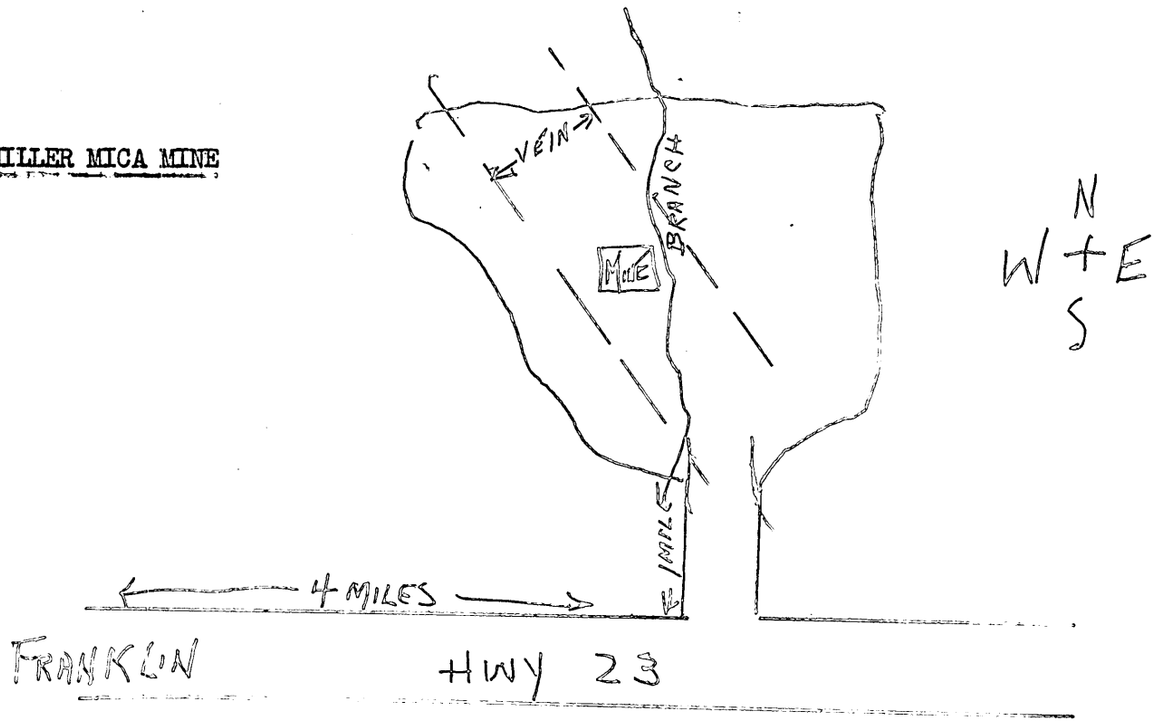
6. (a) ESTIMATE OF COSTS:

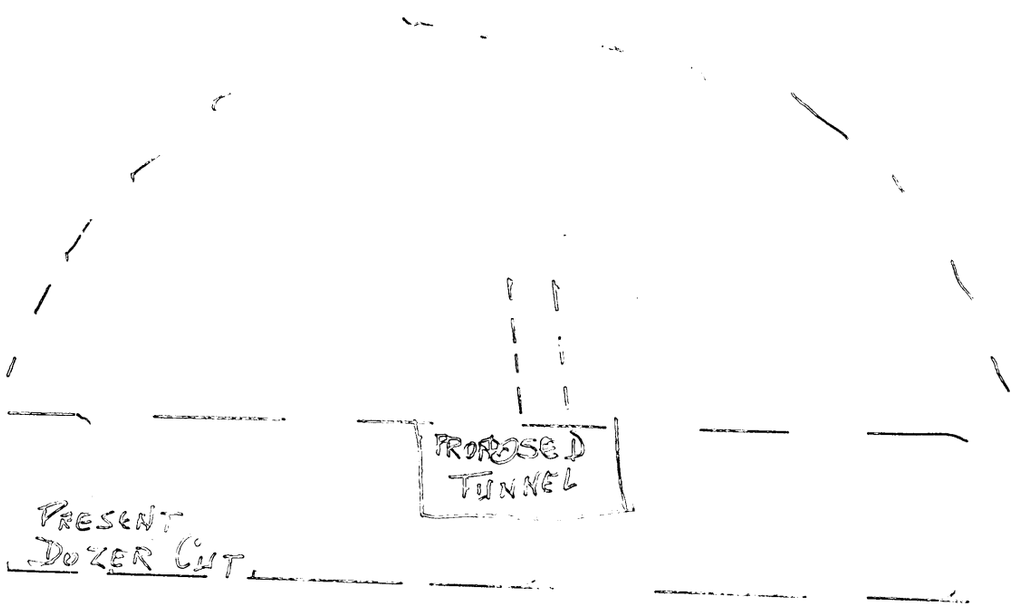
Dozer rental, 30 hours @ $10.00 per hour		$ 300.00
(b) Working Foreman, 32 days @ $15.00	$480.00	
3 miners & muckers, 8.00 per day each, 30 days each	720.00	1200.00
(c) Powder, fuses, exploders	$ 50.00	
Gasoline & Oil	50.00	
Wheelbarrow	30.00	
Hand Tools, shovels, picks etc.	50.00	180.00
(d) Rental, aircompressor (30 days)	$170.00	
" jackhammer etc.	45.00	
" pump	30.00	
Purchase, timber for tunnel	160.00	405.00
(g) Accounting, analytical work	$ 65.00	
Payroll taxes	18.00	
Insurance	30.00	113.00
TOTAL COST OF PROJECT		$ 2,198.00

- - - -

MF-103 A. WARD ROUTE 4 (c/o R.D.Brendle) FRANKLIN, N.C. MICA 7/16/52

MILLER MICA MINE





NORTH CAROLINA
MACON COUNTY

THIS LEASE AGREEMENT, made and entered into this 3rd day of June, 1952, by and between JIM SANDERS, FRED SAMDERS, FURMAN SANDERS, PEARL BRENDELL and husband, H. T. BRENDLE, MARGIE HOPKINS and husband, J. P. HOPKINS, MRS. BOB SCOTT and husband, BOB SCOTT, and CALLIE SANDERS and husband, SAM SANDERS, of Macon County, North Carolina, parties of the first part, and A. WARD, of Mitchell County, North Carolina, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One Dollar to them paid by the party of the second part, the receipt of which is hereby acknowledged, and subjuect to the terms and conditions hereinafter set forth, have let and leased and by these presents do hereby let and lease unto said party of the second part the mica and mica mining privileges upon the following described land, towit:

> That part of the Miller Mine in Millshoal Township owned by parties of the first part that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. The party of the second part shall have the right under the terms hereof to enter upon said property and explore, prospect for, mine, dig, mill, process and remove all mica now in, under, or upon the above described land, to construct such roads or trails and erect such structures and buildings upon said property as may be necessary and convenient to properly conduct mining operations, and the right to use the water of any streams upon said lands for said mining projects and such timber as is necessary in said mining operation.

2. The party of the second part ggrees to pay to parties of the first part a royalty of one-seventh (1/7) of the gross selling price of all minerals removed from said property.

3. Party of the second part agrees to make royalty payments directly after each sale of mica.

4. Party of the second part agrees to keep a correct and itemized record of all sales, which record shall be open for inspection of parties of the first part, and the party of the second part shall furnish to parties of the first part at the itme of each payment a copy of each sales slip or invoice.

5. The term of this lease shall be one year from this date.

6. If the party of the second part shall fail to commence operation of the mine upon said property on or before thirty days from this date, or fail to operate the mine for any period of sixty days, the parties of the first part, at their option, may declare this lease terminated and of no further force and effect, and upon notice to the party of the second part of such termination, the said party of the second part shall surrender to said parties of the first part immediate possession of said property.

7. Should the party of the second part fulfill all the terms of this lease, he shall have the right at the expiration of the same to renew the lease upon the same terms for an additional period of one year.

TO HAVE AND TO HOLD said mica and mining privileges hereinbefore set forth accordto the terms hereof unto said party of the second part to his only use and behoof.

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

s/ Fred Sanders	SEAL)	s/ Fred Sanders	(SEAL)
s/Furman Sanders	(SEAL)	s/ Pearl Brendell	(SEAL)
s/ H. T. Brendell	(SEAL)	s/ Margie Hopkins	(SEAL)
s/ J. P. Hopkins	(SEAL)	s/ Mrs. Bob Scott	(SEAL)
s/ Bob Scott	(SEAL)	s/ Callie Sanders	(SEAL)
s/ A. Ward	(SEAL)	s/ Sam Sanders	(SEAL)

NORTH CAROLINA
MACON MACON COUNTY

We, the undersigned, having heretofore on the 3rd day of June, 1952, executed a lease to A. Ward, the third paragraph of which calls for payments of royalties directly after each sale, do hereby desire to change said third paragraph to allow the said A.Ward to make royalty payments on the 10th day of the month for all mica removed during the preceding month, and do hereby agree that all payments under said lease may be made on the 10th day of the month for sales made during the preceding month and that said A. Ward is authorized and directed to pay all such payments of royalties to Fred Sanders, and the said Fred Sanders shall be authorized to execute a receipt for all of the undersigned on account of such royalties paid. AND, we the undersigned hereby authorize said Fred Sanders to execute any government loan papers in connection with the operation of the property described in said lease, in our name and stead as our Attorney in Fact.

This 12th day of July, 1952.

s/ Jim Sanders (SEAL)
s/ Fred Sanders (SEAL)
s/ Furman Sanders (SEAL)
s/ H. T. Brendle (SEAL)
s/ J. P. Hopkins (SEAL)
s/ Bob Scott (SEAL)
s/ Pearl Brendle (SEAL)
s/ Margie Hopkins (SEAL)
s/ Mrs. Bob Scott (SEAL)
s/ Callie Sanders (SEAL)
s/ Sam Sanders (SEAL)

MF-203

OWNER'S CONSENT TO LIEN

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

THAT part of the Miller Mine in Millshoal Township owned by parties of the first part of Lease dated June 3, 1952 to A. WARD, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

2/ A. WARD

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of July, 195 ___.

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

for owners [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

THAT part of the Miller Mine in Millshoal Township owned by parties of the first part of Lease dated June 3, 1952 to A. WARD, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

2/ A. WARD

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of July, 195 2

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

for Owners [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

THAT part of the Miller Mine in Millshoal Township owned by parties of the first part of Lease dated June 3, 1952 to A. WARD, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

2/ A. WARD

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of July, 1952.

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

for Owners [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

THAT part of the Miller Mine in Millshoal Township owned by parties of the first part of Lease dated June 9, 1952 to A. WARD, that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

2/ A. WARD

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12TH day of July, 1952.

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

fir Owners [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] part of the Miller Mine in Millwood Township owned by parties of the first part of Lease dated June 3, 1952 to A. [illegible], that lies on the left side of the branch as you go up the same, with the right to follow the vein and mine the same if it goes across the branch.

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

2/ A. [illegible]

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of July, 195 2.

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

for owners [Seal]

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

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

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

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MF-203

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2/ A. WARD

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Dated this 12th day of July, 195 ___.

Fred Sanders [Seal]

FRED SANDERS, Attorney in Fact [Seal]

for owners [Seal]

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