Docket Copy
Surname:
Anderson
Houk
Kiilsgaard
Yopp
Selfridge

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

DEC - 5 1955

Mr. Charles T. Bradley
Box 256
Franklin, North Carolina

Re: Docket No. DMEA-4000 - Mica
Charles T. Bradley
Apple Valley Mine
Rabun County, Georgia

Dear Mr. Bradley:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

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

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

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

Sincerely yours,

Frank E. Johnson (Ry 257)
ACTING Administrator

WCAnderson:gad 12/2/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk
Mr. Anderson

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

RECEIVED
DEC - 1 1955

November 30, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3997 (mica)

Applicant: J. J. Walker

Name and Location of Property: R. L. Baker Property, Gaston County, N. C.

Date of Field Team Report: 10/20/55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 11/21/55

Field Team Recommendation: Recommend denial of application.

Comments:

1. The mica seen during the examination was predominately scrap.

2. Exposures at this mine are poor and give little evidence that a worthwhile deposit of strategic mica exists.

Recommendation: I concur with the field team in recommending denial of this application.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

November 22, 1955

Re: DMEA 4000
Chas. T. Bradley
Apple Valley Mine
Rabun Co., Georgia
Mica

Memorandum

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

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The applicant requested assistance in exploring an old mine from which mica production was reported. A small amount of mica has been sold recently by the applicant: 42 pounds for $586.60 or $14.00/lb.

According to the examiners a large pegmatite is well exposed and contains much inferior mica in a wall zone surrounding a massive quartz core. Some large books were seen but "almost all of the mica is either scrap grade or stained, cross-hatched with biotite and iron oxide." Since "no justification exists to suppose the mica would get better with depth," denial of the application is recommended.

I concur with the recommendation of denial of the application made by the examiners and Field Team.

N. E. Nelson

N. E. Nelson

RECEIVED
NOV 23 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~KNOXVILLE, TENNESSEE~~
KNOXVILLE, TENNESSEE
November 14, 1955

RECEIVED
NOV 16 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville

Subject: Field Examination Reports : DMEA-4000, (mica) Chas. T. Bradley
and
DMEA-4020 (mica) Will McKinney, et al.

Enclosed are four copies of each of the subject examination reports.

We agree with the recommendation for denial of these applications.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch
V. J. Lynch, Member
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
11/21/55
(date)

RECEIVED
NOV 16 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4000, APPLE VALLEY MINE(mica)
Rabun County, Georgia

By

K. H. Teague, Geologist
A. R. Taylor, Geologist
S. C. Bergman, Geologist
U. S. Geological Survey

and

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

November 4, 1955

Reviewed by
DMEA OPERATING COMMITTEE
4/21/55
(Date)

Docket Copy
Surname:
Anderson
FLKnouse
Selfridge
FEJohnson

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

OCT 19 1955

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

Subject: Docket No. DMEA-4000 - Mica
Charles T. Bradley
Apple Valley Mine
Rabun County, Georgia

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda dated October 7 and 13, 1955, by N. E. Nelson, USGS, and W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Since the application suggests the proposed program is preparation for mining and is rather sketchy, we concur with the Field Team's decision to defer a request for a bond or third party guarantee until it has been determined that an exploration program will be recommended. We note that the leased area contains only 2.5 acres which may be inadequate for an exploration program. Therefore, if an exploration program is recommended and additional land is necessary, the applicant should be instructed to furnish a lease covering the additional land.

If your office recommends an exploration program approved by the applicant, please furnish the necessary information to draft a contract. In this connection we will require nine copies of a map showing the proposed work and pegmatite exposures in relation to the property lines.

Sincerely yours,

Approved:

P. F. Yopes (WB)
Member, Bureau of Mines

George C. Selfridge (WB)
Chairman, Operating Committee

Thor H. Kiilsgaard (WB)
Member, Geological Survey

FLKnouse:WCAnderson:gad 10/17/55

Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

Enclosures 4

P.S. Please note Operating Committee Minutes 207, dated April 24, 1953, and 296, dated November 23, 1953, for the detailed information we will require to draft a contract.

P.G.S.

Docket Copy
Surname:
Anderson
Johnson
Kiilsgaard
Selfridge
Yopes

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

600

OCT 19 1955

Mr. Charles T. Bradley
Box 256
Franklin, North Carolina

Re: Docket No. DMEA-4000 - Mica
Charles T. Bradley
Apple Valley Mine
Rabun County, Georgia

Dear Mr. Bradley:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

Frank E. Johnson

Acting Administrator

WCAnderson:gad 10/18/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.G.D.

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

RECEIVED
OCT 14 1955

October 13, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4000 (mica)

Applicant: C. T. Bradley

Name and Location of Property: Apple Valley, Rabun County, Georgia

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 10/6/55

Comments:

1. No data available in this office on this property and there is insufficient information given in the application to assist a preliminary appraisal.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore 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.). None

(*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 (labor)

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 ....., 195...

September 23 55

(Applicant)

By Charles T. Bradley

Charles T. Bradley

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

RECEIVED

Franklin, N.C.
September 28, 1955

Dear Sir:

This mica deposit was worked some 50 or 60 years ago. From the amount of mica, quartz and feldspar that has been taken from the deposit it shows to be a very rich deposit of high quality green mica. I have made three sales to the Spruce Pine Depot and the mica is of excellent quality.

The deposit has been worked to a depth of about 20 feet The vein is approximately 12 feet wide and 75 feet long, that is the part that has been exposed. I wish to obtain this aid to sink a workshaft to a greater depth on the vein.

This property is located ten miles east of Clayton, Georgia on Warwoman road, then 5½ miles north on a mountain graveled road, lying near the foot of Rabun bald in Rabun County, Georgia. There is plenty of man power avaliable in this vicinity.

My residence is in Franklin on Bidwell Street. I have 20 years of mica mining experience. I also have part of the equipment necessary to do the exploration work.

Yours truly,

Charles J Bradley

Form 4-1100
(June 1953)

United States
Department of the Interior
Bureau of Land Management
Washington 25, D.C.

Serial No. BLM-A-037228

Georgia
(State)

MICA
MINERAL LEASE - ACQUIRED LANDS

This mineral lease entered into in quintuplicate this 1 day of August, 1955, by and between the United States of America, the lessor, through the Bureau of Land Management, and Charles T. Bradley, the lessee, of Franklin, N.C. pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200. 31 et seq.); witnesseth:

Section 1. Rights of Lessee. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of 10 years from the date hereof, the exclusive right to mine, remove and dispose of all the mica and associated minerals in, upon, or under the following-described tracts

(Beginning at the upper main forks of Sarahs Creek, which is S46 E, 7000 feet from Rabun Bald Tower and S33W, 8500 feet from the point where Bailey Branch crosses the Hale Ridge Road (both points being well-known land marks.) From this fork of the creek it is N 58° 30' W, 750 feet to corner #1 on the proposed mining area. Thence N 25° W 430' to a hemlock on a branch; thence S ½ 60° W 255'; thence S 34° W 155'; thence S 47° E 200'; thence E 335' to point of beginning and containing 2.5 acres, more or less, in lot 64 District 3, Rabun County, Georgia.)

containing 2.5 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as may be necessary for the mining, preparation and removal of said minerals.

Section 2. In consideration of the foregoing, the lessee agrees:
(a) Production. To begin production within 12 months and to continue production thereafter unltess operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extensions of time for the cmmencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.
(b) Rental. To pay to the lessor annually in advance, beginning with the date of this lease, rental of $5.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.
(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 percent of the gross value of the minerals mined hereunder at the point of shipment to market,

such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given the highest price paid for a part or the majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.

(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $15 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $15. such minimum royalty obligation to become effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).

(e) Bond. To furnish and maintain a bond in the sum of $ 1000.00 conditioned upon compliance with the terms and conditions of this lease.

(f) Statement. To furnish for each month or such other period as may be designated by the District Mining Supervisor of the Geological Survey, statements in detail, in such form as may be prescribed by him,1/ of the amount and value of output from the leasehold during such period for use in determining royalties, such statements to be furnished within 30 days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease.2/

(g) Inspection. To permit at all reasonable time: (1) inspection by any duly authorized officer of the supervision agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.

(h) Maps-Reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require a plat in the manner and form prescribed by him 1/ showing prospection and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.

(i) Operations . To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap. II Part 231). which are made a part hereof ,and to exercise reasonable diligence, skill and care in the operation of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to mineral deposits, water horizons and property injury to life and health, and economic waste.

(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property and assets of the lessee.

(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.

(l) Assignment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portion of the leased premises, except with the approval in writing of the lessor. Allsuch assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royaltier or payments out of production shall be created which would exceed ½ the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segregated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commenc e operations on an undeveloped segragated portion shall be such reasonable period as shall be prescribed by the lessor attthe time the assignment is approved.

(m) Nondiscrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(n) Payments. To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:

(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the leased land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavations made by lessee.

(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest

1/ All forms herein required are subject to approval by the Bureau of the Budget in accordance withthe Federal Reports Act of 1942.

2/ 18 U.S.C. sec. 1001 makes it a crime for any person knowingly and wilfully to submit or cause to bessubmitted to any agency of the United States any false or fraudulent statement as to any matter within its jurisdiction.

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

services so rendered.

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

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

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

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

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

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

(f) Special Stipulations.

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

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

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

Section 6. The lessor expressly reserves;

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

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

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

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

Section 7. It is mutually agreed:

(a) Strip Mining. That this lease does not authorize mining or removal of mineral by stripping or contour mining unless otherwise specifically authorized herein.

(b) Reduction or Smeltin of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting of ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.

(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns; provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.

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

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

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

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

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

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NOV 16 1955

FIELD EXAMINATION REPORT
On

DMEA-8000, APPLE VALLEY MINE (mica) Rabun County, Georgia

Applicant: Charles T. Bradley, P.O. Box 256, Franklin, North Carolina

Mica at this deposit is predominately greenish in color, non-ruby. Very little strategic grade mica is present; it has a cross-hatched mineral stain along with scattered black (biotite ?) inclusions. Although the pegmatite is large (width of cut), it is the opinion of the Field Examiners that the mine would not produce commercial quantities of strategic grade mica, and that the application for assistance be denied.

The Apple Valley Mine is on a ridge nose between two small streams, near the base of Rabun Bald in Rabun County, Georgia. It is approximately 10 miles east of Clayton, Georgia and 5 miles north up a graveled road on a game preserve.

The mine consists of an elbow-shaped cut, with the deposit section in the elbow. One limb of the cut trends 60 feet N. 55° W., and the other 60 feet N. 65° E. A 60 foot section along the south side of the N. 65° E. limb shows a wall 25 - 30 feet high, sloping on both ends to meet the upward sloping bottom, with a small tunnel about midway, driven into massive quartz pegmatite about 6 - 7 feet. The pegmatite changes dip, from almost horizonal at the small tunnel to about 30° toward the elbow for 10 feet, then a gentle plunge of approximately 5° throughout the trench to the SW. The wall on the north side is about 40 feet high and 60 feet long. Pegmatite exposed on this wall rises in the center to follow the slope contours, and it dips away toward both ends of the cut, the NE and the SW. Immediately above the pegmatite is a very highly weathered, reddish-brown, clayey soil.

Mineralogically, the pegmatite consists of non-strategic green, stained mica, flat "A" stained mica, small amounts of very small rum-colored, biotite and iron stained flat mica, massive quartz, feldspar, and a large percenrage of green sericite. Some "A", stained mica books are two-inches thick and 12 x 20 inches wide. Almost all of the mica is either scrap grade or stained, cross-hatched with biotite and iron oxide.

Structurally, the pegmatite strikes generally about N. 55° E. and dips about 51° SE. It has a massive quartz core surrounded by a feldspar micaeous wall zone.

An old bus is on the site, and is used as a bunk house and tool shed. A boom and bucket with a gasoline-powered hoist set up on top of the trench wall on the inside of the elbow. Otherwise, no other equipment is present at the site.

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NOV 16 1955

On November 4, 1955, the Field Examiners in company with Mr. Charles T. Bradley visited this mine, and discussed the possibility of future production. On hour was spent examining the mine. Mr. Bradley stated that the mine was worked about 50 or 60 years ago, and that good green mica was taken out. He has made three sales to the Spruce Pine Mica Depot, two of which were:

1. 27 lbs. for $359.60

2. 15 lbs. for $227.00

It is the opinion of the Field Examiners that the mine has no commercial quantity of strategic grade mica, and that no justification exists to suppose the mica would get better with depth. Therefore, the field examiners recommend that Mr. C. T. Bradley's application for assistance be denied.

November 4, 1955, inspected.

K. H. Teague, A. R. Taylor, S. C. Bergman, Geologists
U. S. Geological Survey

and

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

IN REPLY REFER TO:

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

RECEIVED
OCT 10 1955

October 7, 1955

Re: DMEA 4000
Charles T. Bradley
Apple Valley
Rabun County, Georgia
Mica

Memorandum

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

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Application.

I have no information on this property.

The amount of sales to "Spruce Pine" can be checked and if sizable an examination is suggested.

Referral to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

October 6, 1955

Subject: DMEA-4000
Re: Exploration Assistance
Apple Valley Mine

Mr. Charles T. Bradley
Box 256
Franklin, North Carolina

Dear Mr. Bradley:

The receipt of your application dated September 28, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 4000 and referred to the Non Metallics Minerals Division

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

October 6, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region V.

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region V.

DMEA-4000 Charles T. Bradley

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

September 30, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from Charles T. Bradley, Franklin, N. C.
Apple Valley Mine, Rabun County, Georgia (mica)

Enclosed are 3 copies of the subject application, received in this office today, with a copy of the applicant's lease from Bureau of Land Management. The fourth copy of the application is being retained for our use.

The application suggests that the work is preparation for mining, rather than exploration, but the proposal is rather sketchy and indefinite. We suggest that a field examination be made, to determine whether any exploration is justified. For that reason, we are not requesting the applicant to provide a third party guaranty now.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch
V. J. Lynch, Member
Bureau of Mines

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

September 30, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from Charles T. Bradley, Franklin, N. C.
Apple Valley Mine, Rabun County, Georgia (mica)

Enclosed are 3 copies of the subject application, received in this office today, with a copy of the applicant's lease from Bureau of Land Management. The fourth copy of the application is being retained for our use.

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Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch, Member
Bureau of Mines

RAL/sm
cc:
Lynch
Shirley
Files

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- 4000
Metal or Mineral Mica
Date Received 10-3-55
Estimated Cost not given
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: Charles T. Bradley, Box 256, 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 Beginning at the upper main forks of Sarahs Creek, which is S 46 E, 7000 feet from Rabun Bald Towereand S 33 W, 8500feet from the point where Bailey Branch crosses the Hale Ridge Road(both points being well-known land marks). See copy of lease Serial No. BLM-A-037228

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

(*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.

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SEP 30 1955
Geologic Division
Knoxville, Tenn.

16—66551-1

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore 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.). None

(*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 (labor)

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 ....., 195..

September 28 55

(Applicant)

By Charles F. Bradley

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