DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

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DMA Docket No. 2720

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EXPLORATION ASSISTANCE

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

Copies to USGS & USBM

Routing Slip

To:	CODE 609, Rm. ~~46~~ 4637	Date	9-30-52
To:	Fairfield	Date	10/2/52
To:	Op Com.	Date	10-22-52
To:	Oper Com	Date	11-26-52
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603

NOV 26 1952

Mr. F. T. Flemmons
Box 335
Franklin, North Carolina

Subject: Docket No. DMA-2720 - Mica
Hall-Flemmons Mine
Macon County, North Carolina

Dear Mr. Flemmons:

Your application for exploration assistance at the Hall-Flemmons Mine in Macon County, North Carolina, has been reviewed by the Defense Minerals Exploration Administration.

The use of Government funds in an exploration project is considered justified only if evidence is available to show that the project has a reasonably good chance of resulting in the discovery or development of strategic minerals in sufficient quantity to significantly improve the mineral supply for National Defense.

The evidence that you have submitted, and other available information, does not show that the probability of disclosing minable reserves of strategic mica is sufficiently encouraging to justify Government participation in the proposed work; therefore, your application for assistance is denied.

Your interest in the Defense Minerals Exploration Administration's program to aid the mineral supply for National Defense is appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

SAFeitler:gad 11/17/52

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

November 25, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2720 - Mica
H. H. Plemmons
Box 335, Franklin, North Carolina
Hall Plemmons Mine
Macon County, North Carolina

Recommendation:

This application should be denied.

Conclusions:

The application errs in describing a new 35 foot shaft as being in a pegmatite 16 feet wide. The shaft is in wall rock.

The pegmatite previously mined is small and the mica is of poor quality.

Chronology:

Application received 9/29/52
U. S. B. M. memo 10/10/52
Refer to field for examination.
U. S. G. S. memo 10/17/52
Refer to field for examination.
Referred to field for examination and report - 10/23/52
Field report received 11/14/52
Recommends denial.
Denial letter written 11/17/52
U.S.G.S. memo 11/21/52
Concur with Field Team's recommendation.
U. S. B. M. memo 11/24/52
Concur with Field Team's recommendation.

SAFeitler:gad

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

Stanley A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

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

Feitler
Houk
Kimbel
Hedges
H. Johnson

NOV 26 1952

Mr. H. H. Plemmons
Box 335
Franklin, North Carolina

Subject: Docket No. DMEA-2720 - Mica
Hall-Plemmons Mine
Macon County, North Carolina

Dear Mr. Plemmons:

Your application for exploration assistance at the Hall-Plemmons Mine in Macon County, North Carolina, has been reviewed by the Defense Minerals Exploration Administration.

The use of Government funds in an exploration project is considered justified only if evidence is available to show that the project has a reasonably good chance of resulting in the discovery or development of strategic minerals in sufficient quantity to significantly improve the mineral supply for National Defense.

The evidence that you have submitted, and other available information, does not show that the probability of disclosing minable reserves of strategic mica is sufficiently encouraging to justify Government participation in the proposed work; therefore, your application for assistance is denied.

Your interest in the Defense Minerals Exploration Administration's program to aid the mineral supply for National Defense is appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

D.H. 11-26-52

SAFeitler:gad 11/17/52

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

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

November 25, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2720 - Mica
H. H. Plemmons
Box 335, Franklin, North Carolina
Hall Plemmons Mine
Macon County, North Carolina

Recommendation:

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Conclusions:

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Recommends denial.
Denial letter written 11/17/52
U.S.G.S. memo 11/21/52
Concur with Field Team's recommendation.
U. S. B. M. memo 11/24/52
Concur with Field Team's recommendation.

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Feitler
Hank

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

November 25, 1952

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2720 - Mica
H. H. Plemmons
Box 335, Franklin, North Carolina
Hall Plemmons Mine
Macon County, North Carolina

Recommendation:

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Concur with Field Team's recommendation.

SAFeitler:gad

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1952

November 24, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2720, Hall-Plemmons Mine, Macon County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that sufficient strategic mica is not likely to be found at this mine.

W. F. Dietrich

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

Defense Minerals Exploration Adm.
NOV 28 1952

November 24, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2720, Hall-Plemmons Mine, Mason County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that sufficient strategic mica is not likely to be found at this mine.

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

November 21, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2720 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: H. H. Plemmons, Box 335, Franklin, North Carolina.
Name of property: Hall-Plemmons (also Pine Mountain, Pine Ridge, Hall or Cow Ridge, and Gum Gap) mine.
Location of property: 8.2 miles N. 15° E. of Franklin, North Carolina.
Date of field team report: November 12, 1952.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Deny application.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

J. J. Norton

IN REPLY REFER TO:

G-MD-CNM

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

November 21, 1952

Department of the Interior
Defense Minerals Administration
RECEIVED
NOV 24 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2720 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: H. H. Plemmons, Box 335, Franklin, North Carolina.
Name of property: Hall-Plemmons (also Pine Mountain, Pine Ridge, Hall or Cow Ridge, and Gum Gap) mine.
Location of property: 8.2 miles N. 15° E. of Franklin, North Carolina.
Date of field team report: November 12, 1952.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Deny application.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

Van Alstine:jeh
G-11/21/52
cc: Director's reading 4212
Branch " "
DMEA
Norton G-230

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
Room 13, Post Office Building
Knoxville, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 14 1952
Mr Feitler

November 12, 1952

Memorandum

To: Operating Committee, DMEA-Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-2720(mica) Report of Examination by Field Team.

Transmitted herewith are 4 copies of the above subject report. The Field Team concurs in the denial of this application.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA
Region VII

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

zm

Reviewed by
DMEA OPERATING COMMITTEE
11-19-52
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 14 1952

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2720, (Mica) HALL-PLEMMONS MINE
Franklin, Macon County, N. C.

by

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

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

November 12, 1952

Reviewed by
DMEA OPERATING COMMITTEE
11-19-52
(date)

Field Team Examination Report
on
HALL-PLEMMONS MINE- Docket No. DMEA-2720 (mica)
Applicant: H. H. Plemmons, Box 335, Franklin, N. C.

This application is on the Pine Mountain and Gum Gap mines of the U. S. G . S. unpublished manuscript report on Macon County, North Carolina. Neither deposit appears to warrent exploration, thus the application should be denied.

These deposits were examined on November 4, 1952. H. H. Plemmons, the applicant, accompanied the Field Team on the examination which required three hours.

The Hall-Plemmons mine(has been called also the Pine Mountain, Pine Ridge, Hall or Cow Ridge and the Gum Gap mines) is located 8.2 airline miles N. 15° E., of Franklin, Macon County, North Carolina. Access to the mine from Franklin is via N. C. Highway No. 28 to West Mill, the Cowee Creek and the Mica City Creek roads to within 0.25 miles of the mine. The last quarter of a mile is steep foot trail.

The applicant has considerable mica mining experience and appears to be competent. The property is held under lease by the applicant from the owner, Margaret McGuire.

There are no buildings or facilities on the property. At the eastern deposit-Pine Mountain Mine - workings consist of one adit 149 feet long made by A. W. Reid in 1944. In addition to the adit, the workings consist of several caved surface cuts above the adit over an area 100 by 60 feet, and two caved adits of unknown extent. About 53 feet west of the Reid adit a shaft at least 53 feet deep has been made in biotite gneiss. Apparently pegmatite was cut by the shaft as there is pegmatite material in the dump. At only the Reid adit is pegmatite exposed.

At the western deposit (Gum Gap Mine) the pegmatite has been explored by three shafts, a small pit, and many connecting workings. The openings are now inaccessible and there is conflicting reports as to the depth of the openings. In the U. S. G. S. manuscript report the maximum depth is given as 35 feet, whereas, the applicant states that the openings were 50 feet deep. Recently the applicant sunk a 35-foot shaft southeast of the openings in wall rock.

The following descriptions of the geology and mica are from the U. S. G.S. manuscript report:

(continued-page-2)

Pine Mountain Mine

The pegmatite dike strikes N. 42° E. and its footwall dips about 50° NW. The hanging wall is vertical, and it appears that the body is wedge-shaped and may pinch out a short distance below the floor of the adit. The dike ranges in thickness from 4 to 8 feet and contains a core 3 feet thick of massive quartz that appears to be pinching outtoward the northeast. A section from hanging wall to footwall is as follows: 1 1/2 feet of medium-grained plagioclase-rich rock; 1 foot of medium grained dark-green plagioclase containing books of biotite as long as 1 foot; 1 foot of medium-grained quartz-plagioclase pegmatite; 3 feet of massive quartz (core); a discontinuous zone of mica-rich rock as wide as 10 inches; and 1 foot of medium-grained quartz-feldspar-muscovite pegmatite. Sulfides are associated with the dark green plagioclase, and many of the biotite laths in this zone are parallel to the hanging-wall contact. In general the feldspar is only partly kaolinized and appears to be almost entirely plagioclase. Much of it is stained dark green by minute films of pyrite and abundant sericite. Pyrite also occurs as thin films along cracks in the massive quartz. Deep reddish brown garnet occurs in pods as long as 1 1/2 inches.

The mica is light brown and is badly warped and cracked. Many of the books show extreme crumpling and others are badly "tied." Some are soft and others contain small intergrowths of biotite. A few of the books contain moderately abundant inclusions of minute euhedral biotite crystals that are arranged parallel to reeves. Books as much as 8 inches in diameter were observed along the footwall side of the quartz core, and scattered smaller books occur in the feldspar-rich parts of the pegmatite body. In general the mica is of very poor quality and the percentage of sheet in it is very low.

Gum Gap Mine

The pegmatite is an irregular lens-shaped body, which has been intruded into biotite gneiss. The foliation of the gneiss, which is locally contorted, strikes, in general, nearly east-west and dips steeply southward. The rock is deeply weathered and exposures are poor. The pegmatite body exposed in the stope has a maximum thickness of 11 feet. It contains numerous transverse gneissic inclusions as much as 10 feet long and 1 foot wide. The pegmatite body strikes northwest and is nearly vertical. In the pit it splits into two branches, each about 1 foot thick, that are parallel to the foliation of the enclosing rock. Dump material indicates that the thicker part of the body contains a quartz core which has been mined out. The exposed pegmatite consists of kaolinized feldspar and quartz.

Mica occurs in the feldspathic pegmatite in books as much as 6 inches across and is of poor quality. The color is light brown with a greenish tinge. Extreme crumpling and fractures are the chief defects. Other imperfections are black specks, clay staining, and green mottling. Most of the mica is badly weathered.

The pegmatite body appears to be small and a considerable part of it may have been mined out. Heavy ground around the shafts would make any future operation difficult.

Past operations and production from these deposits is obscure.

From the above description of the mica it would appear that very little strategic mica could be obtained from these deposits; therefore the Field Team recommends that the loan request be denied.

November 12, 1952

K. H. Teague, USGS

L. E. Shirley, USBM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 14 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2720, (Mica) HALL-PLEMMONS MINE
Franklin, Macon County, N. C.

by

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

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

November 12, 1952

Reviewed by
DMEA OPERATING COMMITTEE

11-19-52
(date)

Field Team Examination Report
on
HALL-PLEMMONS MINE- Docket No. DMEA-2720 (mica)
Applicant: H. H. Plemmons, Box 335, Franklin, N. C.

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November 12, 1952

K. H. Teague, USGS

L. E. Shirley, USBM

FILE COPY
SURNAME:

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

OCT 23 1952

Mr. H. H. Plemmons
Box 335
Franklin, North Carolina

Subject: Docket No. DMEA-2720 - Mica
Hall-Plemmons Mine
Macon County, North Carolina

Dear Mr. Plemmons:

Reference is made to the subject application for exploration assistance at the Hall-Plemmons Mine, Cowee Township, Macon County, North Carolina.

The above application has now been referred to Mr. Robert A. Lawrence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further investigation in the field.

Please send a quarter-pound sample of mica from the Hall-Plemmons Mine to Mr. W. S. Flynt, Superintendent, Mica Purchase Depot, GSA, Box 346, Spruce Pine, North Carolina, and request that he advise this office as to the quality of the sample.

Sincerely yours,

SIGNED 10-23

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

SAFeitler:gad 10/21/52

Copy to: Adm. R. File
Docket File
Operating Committee (2)
Field Team, Region VII (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

OCT 23 1952

SFeitler
Houk

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

Subject: Docket No. DMEA-2720 - Mica
H. H. Plemmons
Hall-Plemmons Mine
Mason County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Hall-Plemmons Mine, Cowee Township, Mason County, North Carolina.

Please arrange for a field examination of this mine to determine whether exploration is warranted. If the mine has merit, the report should include a suitable program of exploration. Exposures should be adequate as the applicant is now working at the mine.

Enclosed for your information is a tracing of a plat of the Hall-Plemmons Mine and copies of memoranda from the Geological Survey and the Bureau of Mines.

The applicant is being asked to submit a sample to Mr. W. S. Flynt, Superintendent, Mica Purchase Depot, GSA, Box 346, Spruce Pine, North Carolina, for qualification as to its strategic quality.

Sincerely yours,

10-23

(signed) FRANK E. JOHNSON
(GHB)

Chairman, Operating Committee

Approved:

Charles N. Merrill (GHB)
Member, Bureau of Mines

A. R. Finkel, Jr. (GHB)
Member, Geological Survey

Enclosures 3

SAFeitler:gad 10/21/52
Copy to: Adm. R. File
Docket File
Operating Committee (2)
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.

October 17, 1952

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 17 1952

REVIEW OF APPLICATION DMEA-2720 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: H. H. Plemmons, Box 335, Franklin, North Carolina.
Name of property: Hall-Plemmons Mine.
Location of property: 1/4 mile from Mica City Creek Road, 10 miles NE of Franklin, Cowee Township, Macon County, North Carolina.
Estimated cost of project: $1,640.00.
Summary of applicant's proposal:

The applicant proposes to cut through the old works with a bulldozer, opening a section at least 50' x 50' x 20' deep, then follow with 2 or 3 test pits to locate the main vein and continue with a shaft 35' deep.

Sources of information on applicant's property:

1) Mica deposits of the Blue Ridge Province, N. C. and Georgia - by R. H. Jahns and others: unpublished.
2) Sheep Knob mica mine, Macon County, North Carolina - unpublished report by E. Wm. Heinrich, Feb. 9, 1944.

Comments:

The history and location of the property as described by the applicant seem to fit the description of the Sheep Knob mica mine, about which it is said in the report by R. H. Jahns and others, referred to above: "The mica books on the dumps have a maximum diameter of 2-½ inches. They are highly warped and broken. The mica is very heavily clay stained, light brown, and of generally poor quality."

According to the report by Heinrich, mentioned above: "The inadvisability of reopening this mine is suggested by the absence of any pegmatite of even moderate size and continuity."

Attached is a map of the Sheep Knob mine, which was open filed in March 1944.

RECOMMENDATION:

1) Request that the applicant submit samples to determine whether mica is strategic, as applicant says he is now sinking a shaft on a "vein of flint and pegmatite 16 feet wide."
2) If samples indicate that mica is of strategic quality, refer application to field team.

R. E. Van Alstine

R. E. Van Alstine

Attachment

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 13 1952

October 10, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2720, Mica, Hall-Plemmons Mine, Macon County, Franklin, North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. Applicant states that mica has been produced from this mine in past years. The application as submitted warrants a field team investigation.

W. F. Dietrich

W. F. Dietrich

September 30, 1952

Mr. H. H. Plemmons
Box 335
Franklin, North Carolina

Subject: DMEA-2720
Re: Exploration Assistance
Hall-Plemmons Mine

My dear Mr. Plemmons:

The receipt of your application dated September 27, 1952 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2720 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-2720 in any future correspondence relating to your application.

Sincerely yours,

R. E. ADAMS

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

25451

MF-103
(Revised April 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 29 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-2720
Metal or Mineral
Date Received 9-28-52
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:

H. H. PLEMMONS
BOX 335
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

See attached

(*b*) State any mine name by which the property is known. HALL-PLEMMONS 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. attached - with Owner's Consent to Lien

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) [redacted]te the mineral or minerals for which you wi[redacted] explore STRATEGIC RUBY MICA

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

(*c*) The work will start within 10 days and be completed within 1 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Sept. 27th, 1952

H. H. Clemmons
(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. LEGAL DESCRIPTION: BEING the property described in deed from Edmond Passmore to Roger A. Warner dated April 23, 1920, recorded in Book F-4 at page 212 in the office of the Register of Deeds for Macon County, North Carolina, now owned by Margaret B. McGuire. Exact portion being devoted to this exploratory project being a rectangular area consisting of 160,000 square feet more or less, in the center of which is located the Chas. West shaft, the boundary of said triangle being 200 feet North, South, West and East of said shaft.

4. This mine has been worked at intevals over a period of 75 years entirely by hand tools in open pits, tunnels and shafts which have, with time, caved in. At present, Applicant is shafting into a vein of flint and pegmatite 16 feet wide. Each of the old works can be entered for examination. The property has always released hygrade ruby mica but, because of crude methods employed, not much production has resulted although it is estimated that several tons have been recovered. The property is located in the main mica belt and close to producers such as the Mary, Shepard Knob and Beasley Mines.
The mine is reached by access road 1/4 mile from Mica City Creek Road; 10 miles NE of Franklin - shipping, supply and residence points. Sufficient materials, manpower etc., are available.

5. It is proposed to cut through the old works with a bulldozer, opening a section at lease 50' x 50' x 20' deep, then follow with 2 or three test pits to locate the main vein and continue with a shaft 35' deep. Applicant is an engineer of 30 years of varied experience; thoroughly familiar with mining operations and processing procedures in the area. The work will be directly supervised by him.

6. ESTIMATE OF COSTS:

Bulldozing - 50 hours @ $10.00 per hour	$ 500.00
Superintendent (working foreman) 25 days @ $15.00	375.00
4 men, 20 days $8.00 per day each	640.00
Miscellaneous hand tools	70.00
Payroll taxes and insurance	55.00
TOTAL	$ 1640.00

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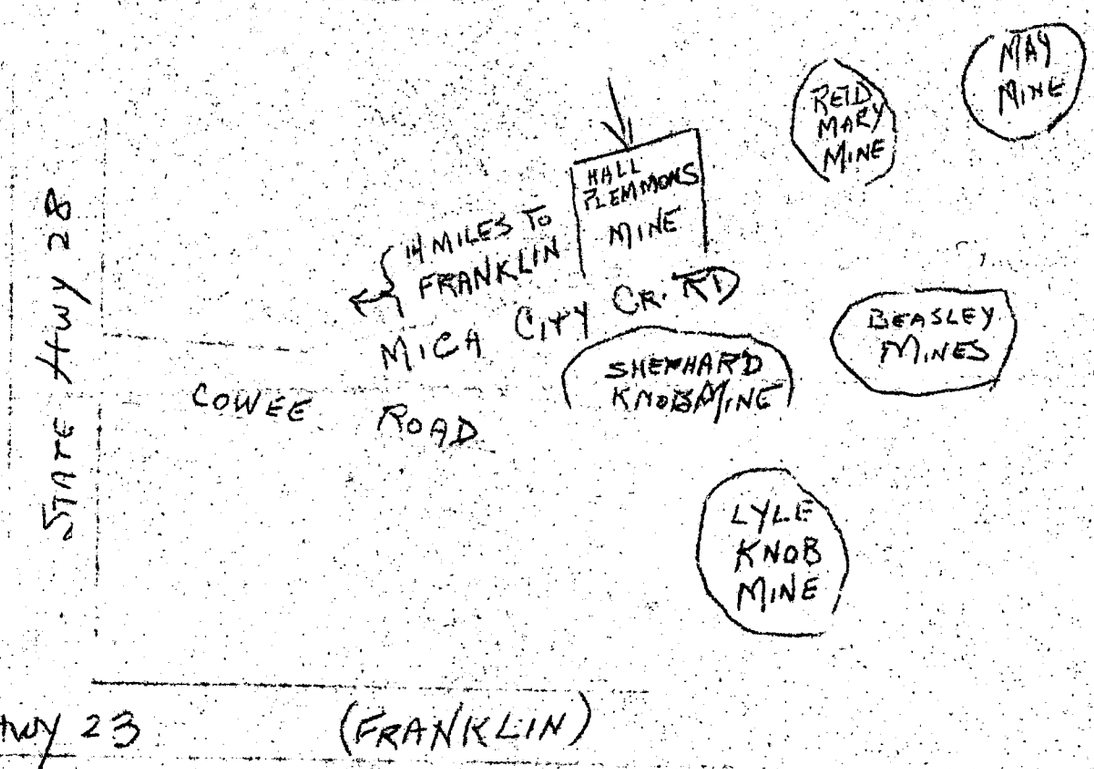

LEASE

THIS INDENTURE made and entered into this the 1st day of March, 1952, by and between MARGARET B. McGUIRE, widow, of said County and State, party of the first part, and H. H. PLEMMONS, of said County and State, party of the second part.

WITNESSETH: That the party of the first part, in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part for a period of five years from the date hereof, upon the terms and conditions hereinafter specified, the right to mine mica upon the following described property in Cowee Township, County of Macon, State of North Carolina:

> The tract of land described in a deed from Edmond Passmore to Roger S. Warner, dated April 23, 1920, and recorded in Book F4, p. 212, of the Register of Deeds for Macon County.

The party of the second part shall have the right for the aforesaid period of five years to enter upon said lands and dig and mine mica, and in connection therewith to exercise in so far as necessary the mining rights and privileges upon said property.

The party of the second part shall pay the party of the first part upon all mica mined from said property a royalty of Twelve and One-Half (12½%) Per Cent of the market price thereof, but on scrap mica in no event less than One ($1.50) Dollar Fifty Cents per ton. Sheet and punch mica to be sheeted and graded before sale. The royalties herein provided may be changed by agreement upon request of any party made thirty days prior to the expiration of the then current lease year and upon failure of the parties to agree upon the royalties to be paid thereafter this lease shall terminate at the expiration of the lease year in which such notice was given.

All royalties shall be due and payable on or before the 15th of each month upon all mica marketed during the preceding month. Royalties shall be based upon scale weights, and bills of lading or purchasers receipts shall be supplied to the party of the first part on or before the time payment is made. The party of the second part shall keep a correct and itemized record of all operations and transactions under this lease and at all times upon reasonable request shall permit the party of the first part, or her agents, to inspect such records. The party of the second part agrees that he will try, in all cases, to get the best price possible for any mica mined under this lease.

If the party of the second part shall fail to carry on mining operations of a permanent character upon said property for a period of sixty days, then this lease shall be null and void and the party of the second part shall have no further rights hereunder.

The party of the second part shall at all times operate the property to the fullest extent and shall employ upon the property all men and equipment the property will justify being used.

The party of the second part shall conduct all mining operations hereunder according to approved mining standards, shall not commit any waste upon the premises herein included, or do any unnecessary damage to said premises.

Neither this lease nor any interest therein shall be assignable by the party of the second part, but the same in its entirety shall remain vested in the party of the second part as long as it subsists, except the lease may be assigned with the written consent of the party of the first part.

The party of the second part will indemnify and save harmless the party of the first part from and against any and all damages, costs, and expenses sustained by the party of the first part on account of any and all claims, suits, or judgments against the party of the first part on account of the operations of the party of the second part hereunder; and against any labor or material liens arising out of said operations; and upon demand the party of thw second part will furnish reasonable bond or insurance against such claims, suits, judgments, or liens.

Upon the failure of the party of the second part to pay the royalties provided in this lease, the same shall immediately terminate; and upon the failure of the party of the second part to do or perform any of the other covenants and conditions of this lease, the same may be terminated by giving the party of the second part thirty day written notice thereof; in which thirty-day period, however, the party of the second part shall have the right to comply with such other terms of the lease and thus keep the lease in force.

Upon the expiration or other termination of this lease, the party of the second part shall have the right to remove any and all buildings, equipment, machinery, improvements and mica actually mined, provided all amounts due the party of the first part are paid.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and year first above written.

s/ Margaret B. McGuire (SEAL)

s/ H. H. Plemmons (SEAL)

Recorded Aptil 18, 1952, in Book A-6
at page 454.

MF-103
(Revised April 1952)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 29 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 - 2720
Metal or Mineral
Date Received 9-29-52
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:

H. H. PLEMMONS
BOX 335
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

See attached

(*b*) State any mine name by which the property is known. HALL-PLEMMONS 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. attached - with Owner's Consent to Lien

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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 10 days and be completed within 1 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.

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated SEPT. 27th, 1952

H H Clemmons
(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. LEGAL DESCRIPTION: BEING the property described in deed from Edmond Passmore to Roger A. Warner dated April 23, 1920, recorded in Book F-4 at page 212 in the office of the Register of Deeds for Macon County, North Carolina, now owned by Margaret B. McGuire. Exact portion being devoted to this exploratory project being a rectangular area consisting of 160,000 square feet more or less, in the center of which is located the Chas. West shaft, the boundary of said triangle being 200 feet North, South, West and East of said shaft.

4. This mine has been worked at intevals over a period of 75 years entirely by hand tools in open pits, tunnels and shafts which have, with time, caved in. At present, Applicant is shafting into a vein of flint and pegmatite 16 feet wide. Much of the old works can be entered for examination. The property has always released hygrade ruby mica but, because of crude methods employed, not much production has resulted although it is estimated that several tons have been recovered. The property is located in the main mica belt and close to producers such as the Mary, Sheppard Knob and Beasley Mines.
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Bulldozing - 50 hours @ $10.00 per hour	$ 500.00
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4 men, 20 days @ $8.00 per day each	640.00
Miscellaneous hand tools	70.00
Payroll taxes and insurance	55.00
TOTAL	$ 1640.00

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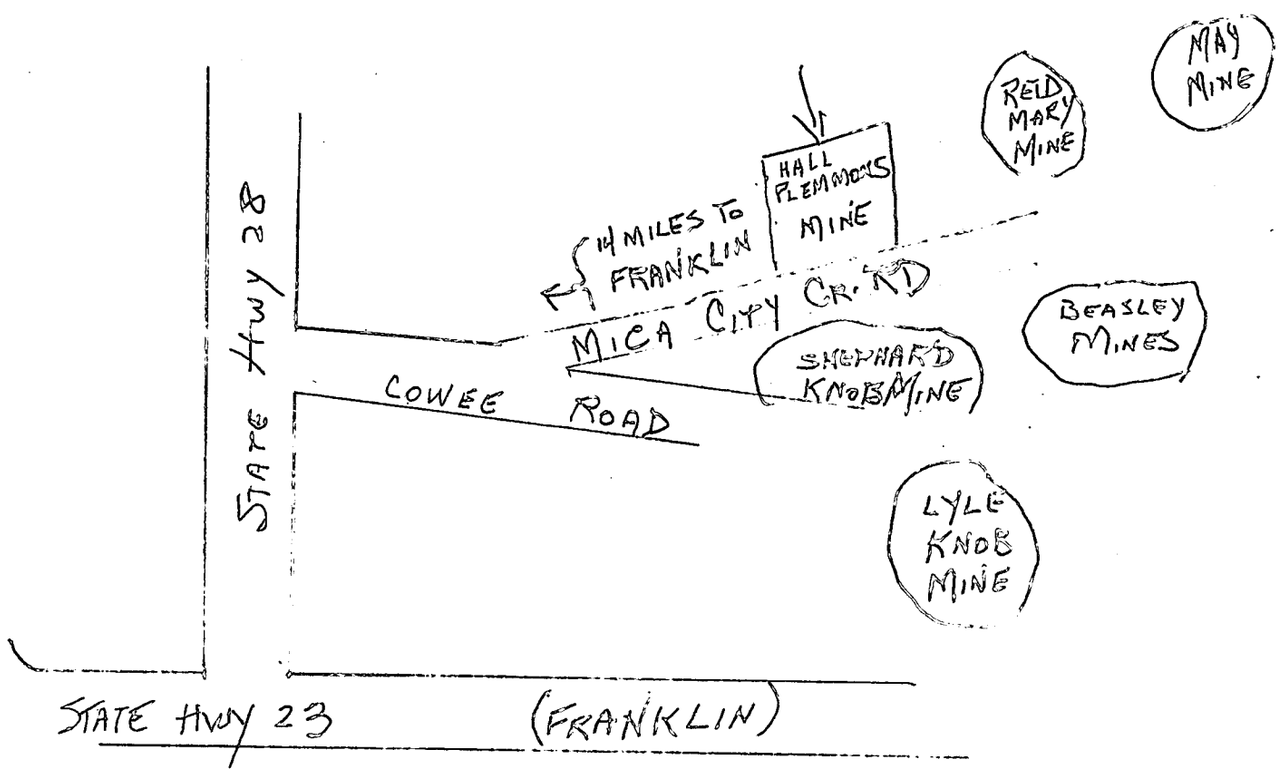

LEASE

THIS INDENTURE made and entered into this the 1st day of March, 1952, by and between MARGARET B. McGUIRE, widow, of said County and State, party of the first part, and H. H. PLEMMONS, of said County and State, party of the second part,

WITNESSETH: That the party of the first part, in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part for a period of five years from the date hereof, upon the terms and conditions hereinafter specified, the right to mine mica upon the following described property in Cowee Township, County of Macon, State of North Carolina:

> The tract of land described in a deed from Edmond Passmore to Roger S. Warner, dated April 23, 1920, and recorded in Book F4, p. 212, of the Register of Deeds for Macon County.

The party of the second part shall have the right for the aforesaid period of five years to enter upon said lands and dig and mine mica, and in connection therewith to exercise in so far as necessary the mining rights and privileges upon said property.

The party of the second part shall pay the party of the first part upon all mica mined from said property a royalty of Twelve and One-Half (12½) Per Cent of the market price thereof, but on scrap mica in no event less than One ($1.50) Dollar Fifty Cents per ton. Sheet and punch mica is to be sheeted and graded before sale. The royalties herein provided may be changed by agreement upon request of any party made thirty day prior to the expiration of the then current lease year and upon failure of the parties to agree upon the royalties to be paid thereafter this lease shall terminate at the expiration of the lease year in which such notice was given.

All royalties shall be due and payable on or before the 15th of each month upon all mica marketed during the preceding month. Royalties shall be based upon scale weights, and bill of lading or purchasers receipts shall be supplied to the party of the first part on or before the time payment is made. The party of the second part shall keep a correct and itemized record of all operations and transactions under this lease and at all times upon reasonable request shall permit the party of the first part, or her agents, to inspect such records. The party of the second part agrees that he will try, in all cases, to get the best price possible for any mica mined under this lease.

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The party of the second part shall at all times operate the property to the fullest extent and shall employ upon the property all men and equipment the property will justify being used.

The party of the second part shall conduct all mining operations hereunder according to approved mining standards, shall not commit any waste upon the premises herein included, or do any unnecessary damage to said premises.

Neither this lease nor any interest therein shall be assignable by the party of the second part, but the same in its entirety shall remain vested in the party of the second part as long as it subsists, except the lease may be assigned with the written consent of the party of the first part.

The party of the second part will indemnify and save harmless the party of the first part from and against any and all damages, costs and expenses sustained by the party of the first part on account of any and all claims, suits, or judgments against the party of the first part on account of the operations of the party of the second part herunder; and against any labor or material liens arising out of said operations; and upon demand the party of the second part will furnish reasonable bond or insurance against such claims suits, judgments, or liens.

Upon the failure of the party of the second part to pay the royalties provided in this lease, the same shall immediately terminate; and upon the failure of the party of the second part to do or perform any of the other covenants and conditions of this lease, the same may be terminated by giving the party of the second part thirty days written notice thereof; in which thirty-day period, however, the party of the second part shall have the right to comply with such other terms of the lease and thus keep the lease in force.

Upon the expiration or other termination of this lease, the party of the second part shall have the right to remove any and all building, equipment, machinery, improvements and mica actually mined, provided all amounts due the party of the first part are paid.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and year first above written.

s/ Margaret B. McGuire (SEAL)

s/ H. H. Plemmons (SEAL)

Recorded April 18, 1952, in Book A-6
at page 454.

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/ The mining rights and privileges on that part of the tract of land described in a deed from Edmond Passmore to Roger A. Warner, dated April 23, 1920, and recorded in Book F-4, page 212, of the Register of Deeds for Macon County, consisting of a rectangular area of 160,000 square feet, more or less, in the center of which is located the Chas. West shaft, the boundary of said rectangle being 200 feet North, South, West and East of said shaft.

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/ H. H. PLEMONS
P.O.Box 335
Franklin, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ 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/$ 5,000.00, 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 _____ day of _____, 195 ___.

Margaret B. McGuire [Seal]

_____ [Seal]

_____ [Seal]

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

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

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.

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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/ The mining rights and privileges on that part of the tract of land described in a deed from Edmond Passmore to Roger A. Warner, dated April 23, 1920, and recorded in Book F-4, page 212, of the Register of Deeds for Macon County, consisting of a rectangular area of 160,000 square feet, more or less, in the center of which is located the Chas. West shaft, the boundary of said rectangle being 200 feet North, South, West and East of said shaft.

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/ H. H. PLEMONS
P.O.Box 335
Franklin, N. C.

hereinafter called the "Operator"; and

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

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

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

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Dated this _____ day of _____, 195 ___.

Margaret B McGuire [Seal]

_____ [Seal]

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MF-203

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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/ H. H. FL[illegible]

P.O.Box 985

Franklin, N. C.

hereinafter called the "Operator"; and

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

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

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Dated this _____ day of _____, 195 ___.

Margaret B. McGuire [Seal]

_____ [Seal]

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MF-203

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2/ H. H. PLEMONS
P.O.Box 335
Franklin, N. C.

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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;

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Dated this _____ day of _____, 195 ___.

Margaret B. McGuire [Seal]

_____ [Seal]

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MF-203

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Dated this _____ day of _____, 195 ___.

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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/ The mining rights and privileges on that part of the tract of land described in a deed from Edmond Passmore to Roger A. Warner, dated April 29, 1920, and recorded in Book F-4, page 212, of the Registre of Deeds for Macon County, consisting of a rectangular area of 160,000 square feet, more or less, in the center of which is located the Ghee, Vest shaft, the boundary of said rectangle being 200 feet North, South, West and East of said shaft.

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/ H. H. [illegible]

P.O.Box 935

Franklin, N. C.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ 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/$ 5,000.00, 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 _____ day of _____, 195 ___.

Margaret B. McGuire [Seal]

_____ [Seal]

_____ [Seal]

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

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

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.

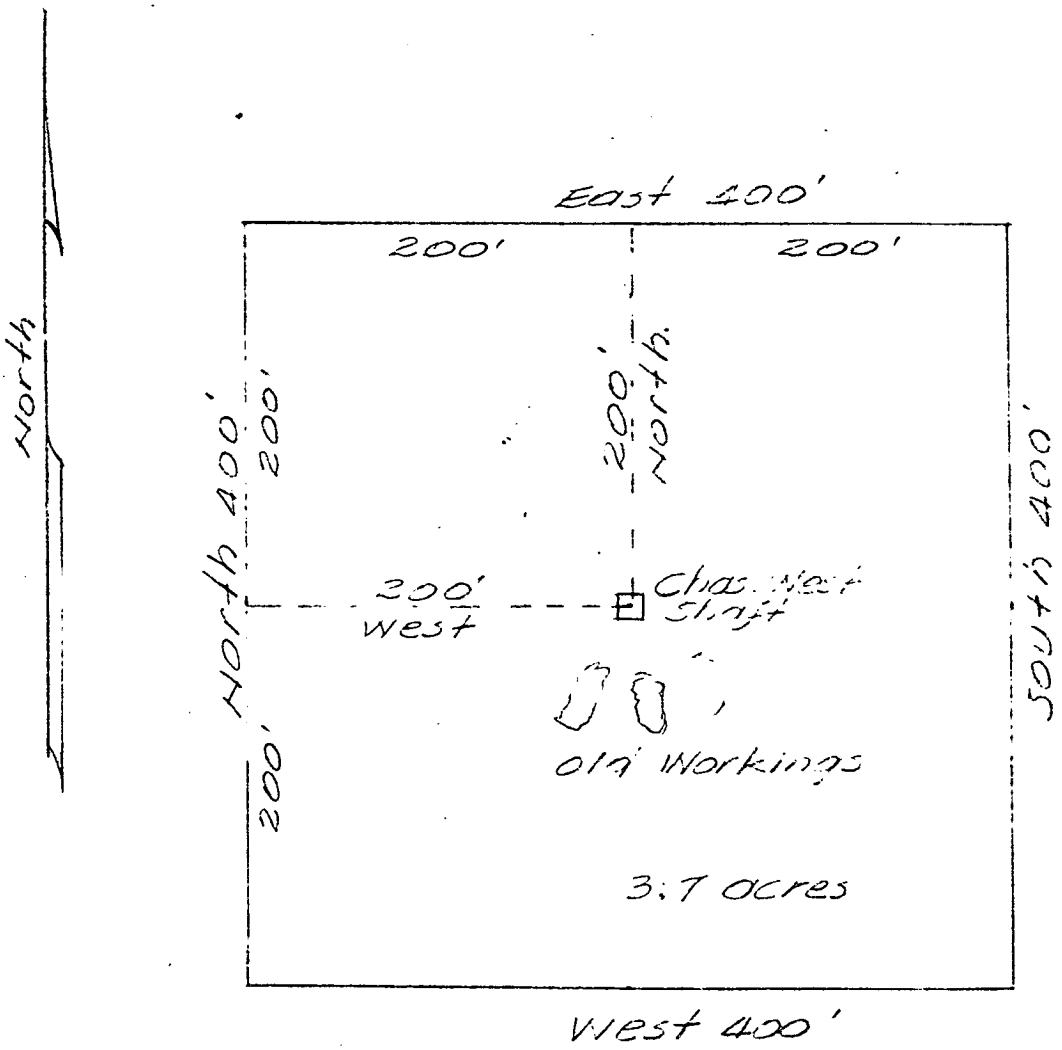
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(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.

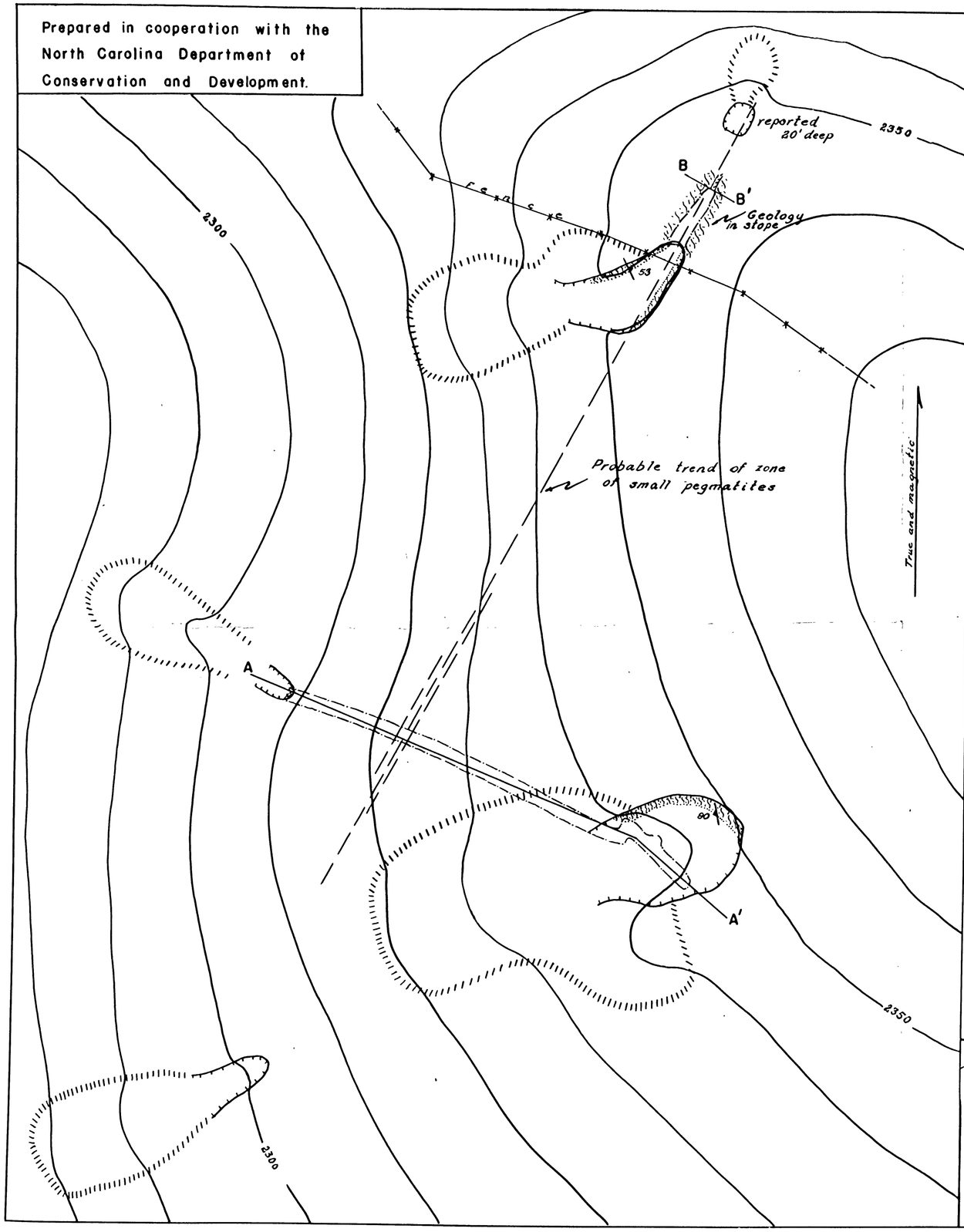


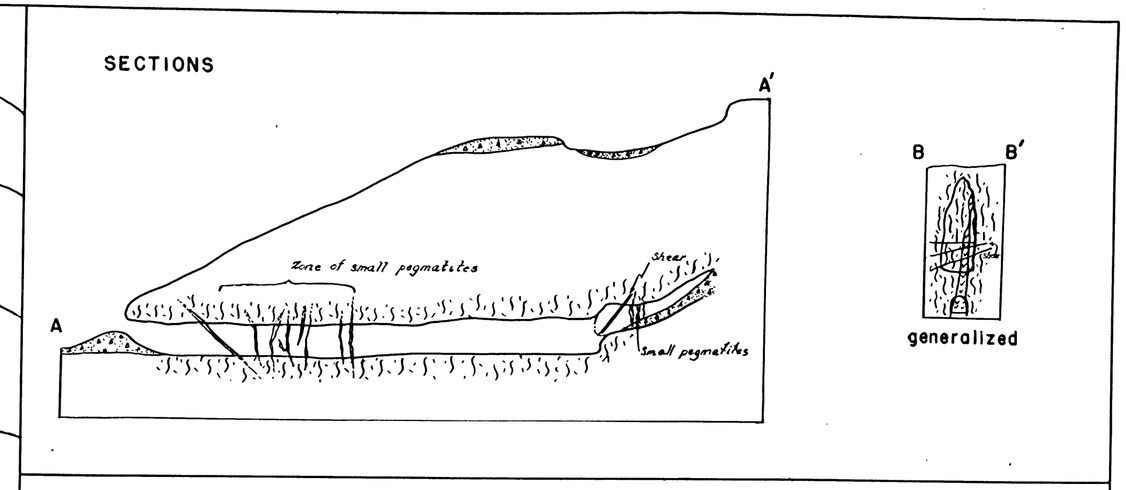
Plat of
HALL-PLEMMONS MINE
MICA CITY CREEK
MASON COUNTY, N.C.

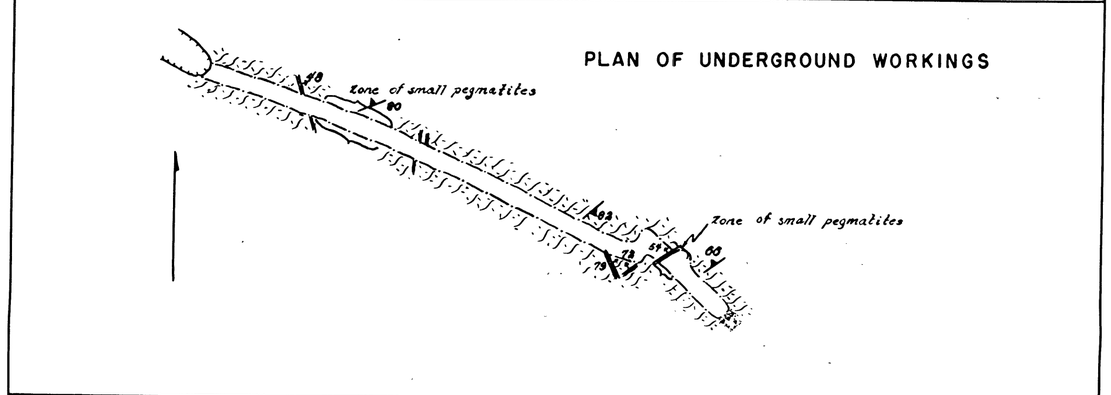
UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

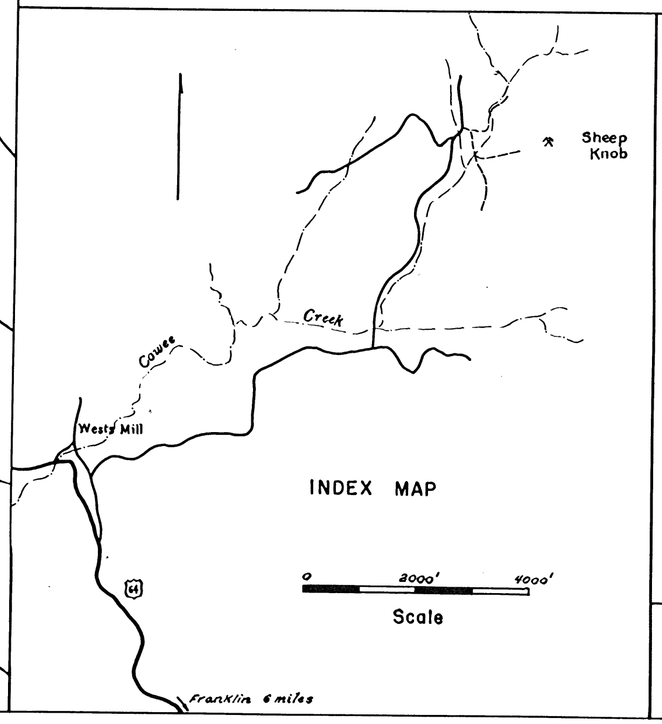
STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAPS

Prepared in cooperation with the North Carolina Department of Conservation and Development.









EXPLANATION

- Barren pegmatite
- Hornblende gneiss
- Backfill and dump
- 15 Attitude of contact
- 80 Attitude of foliation
- 72 Attitude of shear
- Outcrop limit
- Dump limit
- Open cut
- Underground workings

Contour interval 10 ft.
Datum assumed
Plane table survey

Geology and topography by
D.M.Larrabee and E.Wm.Heinrich
Feb. 5, 1944

SHEEP KNOB MICA MINE, MACON COUNTY, N.C.

20' 10' 0 20' 40'
Scale

Open file
March 1947