DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-2822

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip
CYS TO USBM, USGS AND REGION VII

To:	Code 670 Rm 4637	Date	12/23/52
To:	Feitler	Date	12/24/52
To:	Oper Comm	Date	1-30-53
To:	Oper Com	Date	3-6-53
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DO NOT DETACH

CONTROLLED DOCUMENT

DMEA-2822
Mica
Region VII

MICA INDUSTRIES, FRANKLIN, NORTH CAROLINA. Howell Mine, Macon County, North Carolina.
Field Report recommending denial. Report referred to the Commodity Group.

2-11-53

Denial

DMEA-2822
Mica
Region VII

MICA INDUSTRIES, FRANKLIN, NORTH CAROLINA. Howell Mine, Macon County, North Carolina.
Letter to the applicant denying the application.

186
3-6-53

March 5, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMTA-2322 - Mica
Disposition: Denial
Applicant: Mica Industries
Box 336
Franklin, North Carolina
Property: Howell Mine
Macon County, North Carolina
Amount applied for: $7,750.00

Closing letter: Denial of application - attached hereto.

Docket Summary:

12/22/52 Application received. Proposed 65 to 100 ft. of adit and 60 to 75 ft. of shaft at a cost of $7,750.00.
1/30/53 Referred to Region VII for examination and report.
2/6/53 Received field report by Kefton Teague, USGS, and L. E. Shirley, USBM.
2/13/53 Memo from R. E. Van Alstine, USGS. "Action suggested: Follow field team's recommendation."
2/17/53 Memo from W. F. Dietrich, USBM - concurs with field team recommendation to deny the application on the basis that the mica is not of strategic grade.
3/4/53 Denial letter prepared.

Resume:

The field report states: "No worthwhile mica was observed and the liklihood of discovering a deposit of strategic mica is poor. The field examiners recommend that no further consideration be given the deposit and the request for exploration assistance be denied." They also say, "Mica occurs mainly in the hanging wall zone. The mica is bent, cracked, A, and badly clay stained. It is ruby colored and free of mineral stain. Sizes up to six inches across occur."

In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

SAFeitler:gad 3/5/53

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

63

MAR 6 1953

Mr. H. L. Mashburn
Mica Industries
Box 336
Franklin, North Carolina

Re: Docket No. [illegible]-2222 - Mica
Terrell Mine
Macon County, North Carolina

Dear Mr. Mashburn:

Your application for aid for an exploration project and other data available to us in Washington relating to the subject mine 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, although noting some mica on your lease, indicates to us that the probability of disclosing minable ore reserves 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.

It is with to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

SAFeitler:gad 3/4/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Hook

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 17 1953

February 17, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2822, Mica, Howell Mine, Macon County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is not of strategic grade.

Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

February 13, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2822 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: N. E. Mashburn, Mica Industries, c/o Frank Sierama.
Name of property: Howell mine.
Location of property: On Cowee Watershed, 2.65 miles N. 21° E. of West Mill, Macon County, North Carolina.
Date of field team report: February 3, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

Van Alstine:jeh
G-2/13/53
cc: Director's reading 4212
Branch reading 4212
DMEA
Norton G-230
Van Alstine G-230

Mr Sutton

Room 13, Post Office Bldg.
Knoxville 2, Tenn.

COPY

February 4, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7 - Knoxville

Subject: Field Examination Report on DMEA-2822, Howell Mine (mica)

Attached are 4 copies of the field examination report on the above subject.

The Field Team agrees with the recommendation for denial.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
2-11-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Report of examination by Field Team, Region VII

DMEA-2822, HOWELL MINE (mica)
Macon County, N. C.

By

Kefton H. Teague, Geologist
U. S. Geological Survey
-
-
Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

February 3, 1953

Reviewed by
DMEA OFFICE OF MINING ENGINEERS
2-11-53
(date)

Field Examination Report
on
Howell Mine
IMEA - 2822 (mica)
Applicant: Mica Industries, c/o Frank Siersma
Box 336, Franklin, N. C.

The Howell mine consists of one small opening at the toe of a low ridge. No worthwhile mica was observed and the likelihood of discovering a deposit of strategic mica is poor. The field examiners recommends that no further consideration be given the deposit and the request for exploration assistance be denied.

This deposit was examined on January 26, 1953. Mr. Norman E. Mashburn accompanied the field examiners and the examination required two hours.

The Howell mica mine is located 2.65 airline miles N. 21° E. of West Mill, Macon County, North Carolina. The mine is about 10 miles north of Franklin along the west side of Mallock Creek.

This deposit is easily accessible at all seasons of the year. Past work has consisted of cutting a small bulldozer trench across the end of the ridge which exposes a 6-foot pegmatite. This pegmatite trends about east-west, dipping 70° S. It is weathered, composed of a central quartz rib with weathered feldspathic pegmatite on both walls. Mica occurs mainly in the hanging wall zone. The mica is bent, cracked, A, and badly clay stained. It is ruby colored and free of mineral stain. Sizes up to 6 inches across occur.

It is the field examiners opinion that the possibilities of discovery of a worthwhile deposit at this place is poor; therefore, we recommend that the loan request be denied.

K. H. Teague, USGS

L. E. Shirley, USBM

February 3, 1953

KH

600

JAN 30 1953

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

Subject: Docket No. DMEA-2822 - Mica
Mica Industries
C/o H. S. Mashburn
Box 336
Franklin, North Carolina
Howell Mine
Macon County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Howell Mine on the Cowee Watershed and Matlock Creek in Macon County, North Carolina.

Please arrange for an examination of this property at your convenience. The acceptability of the mica should be established, if the report on the examination recommends exploration.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. E. Hodges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

Enclosures 2

SAFeitler:gad 1/29/53
Copy to: Admr. R. File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

[illegible]

JAN 3 0 1953

Nion Industries
C/o P. [illegible] Washburn
Box 336
Franklin, North Carolina

Subject: [illegible] - Nion
Howell Mine
Macon County, North Carolina

Dear Mr. Washburn:

Reference is made to the subject application for exploration activities at the Howell Mine on the Lower [illegible] Watauga Creek, Macon County, North Carolina.

Your application is being referred to Mr. Robert A. Lawrence, Executive Officer, DMA Field Team, Region VII, Room [illegible], Post Office Building, Knoxville [illegible], Tennessee, for further information.

Sincerely yours,

C. O. Mittendorf

Commissioner

[illegible]Fritler:gad 1/29/53

Copy to: Admr. [illegible] File
Docket File
Operating Committee [illegible]
Field Team, Region VII
Mr. Norton, [illegible] Bldg.
Mr. Dietrich, 3546
Mr. Rook

FILE COPY
SURNAME:

Feitler
Hook
Lemmon
Johnson
Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

MAR 6 1953

Mr. R. L. Mashburn
Mica Industries
Box 336
Franklin, North Carolina

Re: Docket No. [illegible] - Mica
[illegible] Mine
Macon County, North Carolina

Dear Mr. Mashburn:

Your application for aid for an exploration project and other data available to us in Washington relating to the subject mine 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, although noting some mica on your lease, indicates to us that the probability of disclosing minable ore reserves 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,

C. O. Mittendorf (for) J.H. 3/6/53

Administrator

SAFeitler:gad 3/4/53
Copy to: Admr. A. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Hook

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

March 5, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2822 - Mica
Disposition: Denial
Applicant: Mica Industries
Box 336
Franklin, North Carolina
Property: Howell Mine
Macon County, North Carolina
Amount applied for: $7,750.00

Closing letter: Denial of application - attached hereto.

Docket Summary:

12/22/52	Application received. Proposed 65 to 100 ft. of adit and 60 to 75 ft. of shaft at a cost of $7,750.00.
1/30/53	Referred to Region VII for examination and report.
2/6/53	Received field report by Kefton Teague, USGS, and L. E. Shirley, USBM.
2/13/53	Memo from R. E. Van Alstine, USGS. "Action suggested: Follow field team's recommendation."
2/17/53	Memo from W. F. Dietrich, USBM - concurs with field team recommendation to deny the application on the basis that the mica is not of strategic grade.
3/4/53	Denial letter prepared.

Resume:

The field report states: "No worthwhile mica was observed and the liklihood of discovering a deposit of strategic mica is poor. The field examiners recommend that no further consideration be given the deposit and the request for exploration assistance be denied." They also say, "Mica occurs mainly in the hanging wall zone. The mica is bent, cracked, A, and badly clay stained. It is ruby colored and free of mineral stain. Sizes up to six inches across occur."

In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

FILE COPY
SURNAME:

Feitler
Hook

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

600

March 5, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2822 - Mica
Disposition: Denial
Applicant: Mica Industries
Box 336
Franklin, North Carolina
Property: Howell Mine
Macon County, North Carolina
Amount applied for: $7,750.00

Closing letter: Denial of application - attached hereto.

Docket Summary:

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In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

SAFeitler:gad 3/5/53

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
FEB 17 1953

February 17, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2822, Mica, Howell Mine, Macon County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is not of strategic grade.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

February 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

FEB 16 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2822 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: N. E. Mashburn, Mica Industries, c/o Frank Siersma.
Name of property: Howell mine.
Location of property: On Cowee Watershed, 2.65 miles N. 21° E. of West Mill, Macon County, North Carolina.
Date of field team report: February 3, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

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

February 4, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7 -Knoxville

Subject: Field Examination Report on DMEA-2822, Howell Mine (mica)

Attached are 4 copies of the field examination report on the above subject.

The Field Team agrees with the recommendation for denial.

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Report of examination by Field Team, Region VII

DMEA-2822, HOWELL MINE (mica)
Macon County, N. C.

By

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

-

-

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

February 3, 1953

Reviewed by
DMEA OPERATING COMMITTEE

2-11-53
(date)

Field Examination Report
on
Howell Mine
DMEA - 2822 (mica)
Applicant: Mica Industries, c/o Frank Siersma
Box 336, Franklin, N. C.

The Howell mine consists of one small opening at the toe of a low ridge. No worthwhile mica was observed and the likelihood of discovering a deposit of strategic mica is poor. The field examiners recommends that no further consideration be given the deposit and the request for exploration assistance be denied.

This deposit was examined on January 26, 1953. Mr. Norman E. Mashburn accompanied the field examiners and the examination required two hours.

The Howell mica mine is located 2.65 airline miles N. 21° E. of West Mill, Macon County, North Carolina. The mine is about 10 miles north of Franklin along the west side of Matlock Creek.

This deposit is easily accessible at all seasons of the year. Past work has consisted of cutting a small bulldozer trench across the end of the ridge which exposes a 6-foot pegmatite. This pegmatite trends about east-west, dipping 70° S. It is weathered, composed of a central quartz rib with weathered feldspathic pegmatite on both walls. Mica occurs mainly in the hanging wall zone. The mica is bent, cracked, A, and badly clay stained. It is ruby colored and free of mineral stain. Sizes up to 6 inches across occur.

It is the field examiners opinion that the possibilities of discovery of a worthwhile deposit at this place is poor; therefore, we recommend that the loan request be denied.

K. H. Teague, USGS

L. E. Shirley, USBM

February 3, 1953

zm

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 630

Feitler
Selfridge

JAN 30 1953

Mica Industries
C/o N. E. Washburn
Box 336
Franklin, North Carolina

Subject: Docket No. DMEA-2822 - Mica
Howell Mine
Macon County, North Carolina

Dear Mr. Washburn:

Reference is made to the subject application for exploration assistance at the Howell Mine on the Cowee Watershed and Watlock Creek, Macon County, North Carolina.

Your application is being referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee. for further information.

Sincerely yours,

C. O. Mittendorf

Administrator

JAFeitler:gad 1/29/53

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

P.N.
1-30-53

FILE COPY
SURNAME:

Feitler
Johnson
Selfridge

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

JAN 30 1953

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

Subject: Docket No. DMEA-2822 - Mica
Mica Industries
C/o H. E. Washburn
Box 336
Franklin, North Carolina
Howell Mine
Macon County, North Carolina

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Howell Mine on the Cowee Watershed and Matlock Creek in Macon County, North Carolina.

Please arrange for an examination of this property at your convenience. The acceptability of the mica should be established, if the report on the examination recommends exploration.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

S.H. 1-30-53

George C. Selfridge (NB)
Chairman, Operating Committee

Approved:

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

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

Enclosures 2

SAFeitler:gad 1/29/53
Copy to: Admr. R. File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 5 1953

January 5, 1953

Mr. Leitler

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2822, Mica, Howell Mine, Macon County, North Carolina

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

Brooke L. Gunsallus

Brooke L. Gunsallus

IN REPLY REFER TO:
G-MD-CNM

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

January 8, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 9 1953

Memorandum

REVIEW OF APPLICATION DMEA-2822 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey.
Applicant: N. E. Mashburn, Mica Industries (partnership), P. O. Box 336, Franklin, North Carolina.
Name of property: Howell mine.
Location of property: On Cowee Watershed and Matlock Creek; reached over State Highway 28 from Franklin, 7 miles north to West Mill, 2 miles on Cowee Creek and 2 miles northwest on Matlock Creek (approx. 1 mile past the "Old Clark Place.")
Estimated cost of project: Not to exceed $7,750.
Summary of applicant's proposal: Adit and shaft.
Sources of information on applicant's property: None.
RECOMMENDATION: Field examination.

J. J. Norton

J. J. Norton

ME-1-3
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 22 1952

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-2822
Metal or Mineral
Date Received 12/22/52
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: [illegible] INDUSTRIES (PARTNERSHIP)
P. O. BOX 336
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: [illegible] the land conveyed by J. C. Sorrells, et al, to Ascomoe A. Howell, single, 121 acres more or less, by deed dated July 30, 1947, recorded in Deed Book R-5, page 575, Macon County, North Carolina.

(*b*) State any mine name by which the property is known. HOWELL 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. Copy of Lease & Owner's Consent to Lien - attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? 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 DECEMBER 17th, 1952

MICA INDUSTRIES
(Applicant)

By N. E. McCashland

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

12/17/52 MICA INDUSTRIES P.O. BOX 336 FRANKLIN, N.C. - MICA -
MF-103 MACON COUNTY, N.C.

1. Mica Industries is a partnership, equally owned by N. E. Mashburn and Frank Sieroma; both of Franklin, N. C.

3. Copy of lease attached.

4. In the past few months, a cut has been bulldozed to a depth of about 10 feet exposing a pegmatite of heavy quartz (3½' core) and very rich in colored feldspar (the kind which produces good mica). The vein appears to be over 7 feet wide.

   Above this cut (about 100 yards) on top of hill, a shaft was sunk 30 years ago; producing hard, firm ruby mica with blocks up to 6" x 6".

   This property lies within the Cowee Mica Belt of the Franklin District and near several mines with high producing records in the past. All outcroppings on the property give evidence of the presence of commercial quantities of mica which can be proven through exploration.

   Located on the Cowee Water Shed and Matlock Creek; reached over State Highway 28 from Franklin, 7 miles North to West Mill, 2 miles out on Cowee Creek and 2 miles NW on Matlock Creek (approximately 1 mile past the "Old Clark Place").

   Sufficient manpower, supplies, etc., available for all purposes.

5. Exploration is proposed under two (2) Projects.

   Project I - Construction of a tunnel, 65' to 100', into mountain at point where recent dozing has been done to expose the pegmatite.

   Project II - On top of hill - clean out and rebuild old shaft and continue same to a depth of 60' to 75'.

   Work will be started upon signing of contract and will be completed within four (4) months.

6. Estimate of costs will be determined in consultation with Field Team but should not exceed $4000.00 for Project I and $3750.00 for Project II.

   Work will be under the supervision of N. E. Mashburn who has had more than 20 years experience in the mica pegmatites of this District and is thoroughly familiar with all phases of mining and processing ores.

- - - -

12/17/52 MICA INDUSTRIES P.O. BOX 336 FRANKLIN, N.C. - MICA -
MF-103 MACON COUNTY, N.C.

COPY OF LEASE:

THIS LEASE AGREEMENT, Made and entered into this 12th day of December, 1952, by and between ESCOMOE A. HOWELL, single, party of the first part, hereinafter referred to as Lessor, and N. E. MASHBURN and FRANK SIERSMA, parties of the second part, hereinafter referred to as Lessees, all of Macon County, N. C.

WITNESSETH, That subject to the terms and conditions hereinafter set forth said Lessor has let and leased unto said Lessees, their heirs and assigns the exclusive rights nd privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, described as follows:

BEING the land conveyed by J. C. Sorrells, et al, to Escomoe A. Howell, single, by deed dated July 30, 1947, 121 acres more or less, recorded in Deed Book R-5, page 575.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a term of five years from date hereof; however, it is mutually agreed, upon compliance with its terms and conditions, same shall be extended from year to year thereafter.

2. As rental or royalty Lessees, their heirs and assigns, shall pay to Lessor a sum equal to twelve and one-half (12½%) percent of the selling price of sheet and block mica, One Dollar and Fifty Cents ($1.50) per ton on scrap mica and Fifty Cents (50¢) per ton on spar and five percent (5%) on all other minerals mined and sold from said property. Said royalties shall be paid on or before the 20th day of each calendar month following the production, sale and receipt of the sale price thereof. The said Lessees shall keep and make available to said Lessor an accurate record of all sales of minerals from this property.

3. Lessees shall further pay to Lessor the sum of One Hundred and Twenty Five Dollars ($125.00) at the rate of five percent (5%) of the selling price of all minerals mined and sold from this property.

4. Lessor covenants and agrees that he possesses, in fee simple, the mineral rights and mining privileges herein described.

5. In the event Lessees apply for Government aid, or a loan to explore or operate this property, Lessor hereby authorizes Frank Siersma, as Attorney in Fact, to sign any subordination agreement, Owner's Consent to Lien, or other required agreements, in the name and stead of said Lessor, in connection with same.

So long as this lease remains in force the Lessees, their heirs and assigns, in connection with same, shall have and enjoy the following rights and

privileges:

> The right to reasonable use of said lands as may be necessary or convenient in mining and removing the minerals from same and to such use of the surface as may be required for the purpose of dumping mine refuse and tailings; the right to construct and place buildings and machinery upon said lands and remove same; the right to use any water and to cut and use any timber on said lands for mining purposes; the right to construct and maintain roads, trails and railways to such portions of the property where mining operations are in progress or to be conducted; the complete right of ingress, egress and regress to, into and from said lands and the full right to do all things necessary or convenient in the conduct of said mining operations.

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

s/ Escomoe A. Howell (SEAL)
s/ N. E. Mashburn (SEAL)
s/ Frank Siarema (SEAL)

- - - -

December 23, 1952

Mr. N. E. Mashburn
Mica Industries
P. O. Box 336
Franklin, N. C.

Subject: DMEA-2822
Re: Exploration Assistance
Howell Mine

My dear Mr. Mashburn:

The receipt of your application dated December 17, 1952 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2822 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2822 in any future correspondence relating to your application.

Sincerely yours,

ROBERT 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

DEC 22 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-2822
Metal or Mineral
Date Received 12/22/52
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:

MICA INDUSTRIES (PARTNERSHIP)
P. O. BOX 336
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

BEING the land conveyed by J. C. Sorrells, et al, to Escomoe A. Howell, single, 121 acres more or less, by deed dated July 30, 1947, recorded in Deed Book R-5, page 575, Macon County, North Carolina.

(*b*) State any mine name by which the property is known. HOWELL 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. Copy of Lease & Owner's Consent to Lien - attached.

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

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

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

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

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

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

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

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

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(*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 DECEMBER 17th, 1952

MICA INDUSTRIES
(Applicant)

By M. E. Mashburn

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

12/17/52 MICA INDUSTRIES P.O. BOX 336 FRANKLIN, N.C. - MICA -
MF-103 MACON COUNTY, N.C.

1. Mica Industries is a partnership, equally owned by N. E. Mashburn and Frank Siersma; both of Franklin, N. C.

3. Copy of lease attached.

4. In the past few months, a cut has been bulldozed to a depth of about 10 feet exposing a pegmatite of heavy quartz ($3\frac{1}{2}$' core) and very rich in colored feldspar (the kind which produces good mica). The vein appears to be over 7 feet wide.

   Above this cut (about 100 yards) on top of hill, a shaft was sunk 30 years ago; producing hard, firm ruby mica with blocks up to 6" x 6".

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   Located on the Cowee Water Shed and Matlock Creek; reached over State Highway 28 from Franklin, 7 miles North to West Mill, 2 miles out on Cowee Creek and 2 miles NW on Matlock Creek (approximately 1 mile past the "Old Clark Place").

   Sufficient manpower, supplies, etc., available for all purposes.

5. Exploration is proposed under two (2) Projects.

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   Project II - On top of hill - clean out and rebuild old shaft and continue same to a depth of 60' to 75'.

   Work will be started upon signing of contract and will be completed within four (4) months.

6. Estimate of costs will be determined in consultation with Field Team but should not exceed $4000.00 for Project I and $3750.00 for Project II.

   Work will be under the supervision of N. E. Mashburn who has had more than 20 years experience in the mica pegmatites of this District and is thoroughly familiar with all phases of mining and processing ores.

- - - -

12/17/52 MICA INDUSTRIES P.O. BOX 336 FRANKLIN, N.C. - MICA -
MF-103 MACON COUNTY, N.C.

COPY OF LEASE:

THIS LEASE AGREEMENT, Made and entered into this 12th day of December, 1952, by and between ESCOMOE A. HOWELL, single, party of the first part, hereinafter referred to as Lessor, and N. E. MASHBURN and FRANK SIERSMA, parties of the second part, hereinafter referred to as Lessees, all of Macon County, N. C.

WITNESSETH, That subject to the terms and conditions hereinafter set forth said Lessor has let and leased unto said Lessees, their heirs and assigns the exclusive rightand privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, described as follows:

BEING the land conveyed by J. C. Sorrells, et al, to Escomoe A. Howell, single, by deed dated July 30, 1947, 121 acres more or less, recorded in Deed Book R-5, page 575.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a term of five years from date hereof; however, it is mutually agreed, upon compliance with its terms and conditions, same shall be extended from year to year thereafter.

2. As rental or royalty Lessees, their heirs and assigns, shall pay to Lessor a sum equal to twelve and one-half (12½%) percent of the selling price of sheet and block mica, One Dollar and Fifty Cents ($1.50) per ton on scrap mica and Fifty Cents (50¢) per ton on spar and five percent (5%) on all other minerals mines and sold from said property. Said royalties shall be paid on or before the 20th day of each calendar month following the production, sale and receipt of the sale price thereof. The said Lessees shall keep and make available to said Lessor an accurate record of all sales of minerals from this property.

3. Lessees shall further pay to Lessor the sum of One Hundred and Twenty Five Dollars ($125.00) at the rate of five percent (5%) of the selling price of all minerals mined and sold from this property.

4. Lessor covenants and agrees that he possesses, in fee simple, the mineral rights and mining privileges herein described.

5. In the event Lessees apply for Government aid, or a loan to explore or operate this property, Lessor hereby authorizes Frank Siersma, as Attorney in Fact, to sign any subordination agreement, Owner's Consent to Lien, or other required agreements, in the name and stead of said Lessor, in connection with same.

So long as this lease remains in force the Lessees, their heirs and assigns, in connection with same, shall have and enjoy the following rights and

privileges:

> The right to reasonable use of said lands as may be necessary or convenient in mining and removing the minerals from same and to such use of the surface as may be required for the purpose of dumping mine refuse and tailings; the right to construct and place buildings and machinery upon said lands and remove same; the right to use any water and to cut and use any timber on said lands for mining purposes; the right to construct and maintain roads, trails and railways to such portions of the property where mining operations are in progress or to be conducted; the complete right of ingress, egress and regress to, into and from said lands and the full right to do all things necessary or convenient in the conduct of said mining operations.

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

s/ Escomoe A. Howell (SEAL)
s/ N. E. Mashburn (SEAL)
s/ Frank Siersma (SEAL)

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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/

BEING the land conveyed by J. C. Sorrells, et al, to Escomoe A. Howell, single, 121 acres more or less, by deed dated July 30, 1947, recorded in Deed Book R-5, page 575, Macon County, North Carolina.

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/ _____

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of December, 195 2.

E. A. Howell [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.

DEPARTMENT OF THE INTERIOR
Bureau of Administration
DEC 2 1952

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/

BEING the land conveyed by J. C. Sorrells, et al, to Dscomoo A. Howell, single, 121 acres more or less, by deed dated July 30, 1947, recorded in Deed Book R-5, page 575, Macon County, North Carolina.

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/

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 12th day of December, 1952.

E A Howell [Seal]

[Seal]

[Seal]

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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.)

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(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.

DEC 23 1952
RECEIVED
DEPARTMENT OF THE INTERIOR
Bureau Minerals Administration

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/

BEING the land conveyed by J. C. Sorrells, et al, to Escomoe A. Howell, single, 121 acres more or less, by deed dated July 30, 1947, recorded in Deed Book R-5, page 575, Macon County, North Carolina.

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/ _____

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/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 12th day of December, 195 2.

E. A. Howell [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

MF-203

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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/ MICA INDUSTRIES

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 12th day of December, 1952.

E. A. Howell [Seal]

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