DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2948

DO NOT DETACH THIS SLIP

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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.

Routing Slip

CYS TO USBM, USGS AND REGION VII

To:	Code 600 Rm 4637	Date	3/26/53
To:	Open Com	Date	4-17-53
To:	Robertson	Date	4/22/53
To:	Open Com	Date	5-27-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

DMEA-2948
Mica
Region VII

W. H. ROPER, FRANKLIN, NORTH CAROLINA. Jim Roper Mine (Idaho Mica), Macon County, North Carolina.
Letter [illegible] the application. 5-27-53
No. 221

DMEA-2948
Mica
Region VII

W. H. ROPER, FRANKLIN, NORTH CAROLINA. Jim Roper Mine, Macon County, North Carolina.
Field Report recommending denial. The report was referred to the Commodity Group. 5-22-53
No. 219

Field Referrals - Applications

4-17-53
No. 209

DMEA-2948
Mica
Region VII

R

W. H. ROPER, FRANKLIN, NORTH CAROLINA. Jim Roper Mine, Macon County, North Carolina.

Letter to the Field requesting an examination and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the applicant.

400

MAY 2 8 1953

Mr. V. H. Roper
General Delivery
Franklin, North Carolina

Re: Docket No. [illegible] - Mica
Jim Roper mine (Elaine [illegible])
[illegible] County, North Carolina

Dear Mr. Roper:

Your application for aid for an exploration project and other data available to us in Washington relating to the above-named property has been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding material 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 a small amount of mica on your property, indicates to us that the probability of disclosing mica ore or scrap 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 sincerely thank you for your interest in the Defense Minerals Program and for offering your property, to our attention.

Sincerely yours,

C. O. Wittenbach

Administrator

Winchestersville 5/[illegible]/53

Copy to: Adm. [illegible]
Docket File
State Dept., Region VII
Operating Committee
Mr. Patrick, 3526
Mr. Ferrebee, [illegible], Gen. Leg.
Mr. [illegible]

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2948 - Mica
Applicant: W. H. Roper
General Delivery
Franklin, North Carolina
Property: Jim Roper Mine (or Blaine Mine)
1.4 Miles N.W. of Franklin
Macon County, North Carolina
Contract: None (Denial)
Amount applied for: $4,911.00
Amount approved: None
Field Team, Examination: May 8, 1953
Field Team Report: May 13, 1953

Letter of Denial of Application attached.

Docket Summary:

3/25/53 Application received - Form DM-103.
4/20/53 Referred to Region VII for field examination.
5/18/53 Received Field Team Report of Examination by L. M. Shirley and E. V. Tengue.

Resume:

The mine was examined on May 8, 1953 by the field team accompanied by Mr. W. H. Roper. The inspection required two hours.

The field team report states in part as follows:

"Work has been conducted by numerous pits, open cuts, and shallow shafts along a belt 300 feet long. The deposit has never been a significant producer of strategic mica, nor is there evidence to indicate that such a deposit occurs. The field examiners are of the opinion that the cost of an exploration project will be more than the value of strategic mica resulting therefrom; therefore we recommend denial of the application."

Comment:

The Nonmetallic Minerals Division recommends that this application for exploration assistance be denied.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:fls 5/21/53

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

IN REPLY REFER TO:
G-MD-CNM

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

May 21, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2948 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
from: D. M. Larrabee, U. S. Geological Survey
Applicant: W. H. Roper, General Delivery, Franklin, N. C.
Name of property: Jim Roper (Blaine) Mine
Location of property: 1.4 mi. N. 43° W. of Franklin, N. C.
Date of field team report: May 13, 1953
Authorship of field team report: Teague and Shirley

Field team's recommendation: Denial
ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

IN REPLY REFER TO:

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

May 21, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2948 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
from: D. M. Larrabee, U. S. Geological Survey
Applicant: W. H. Roper, General Delivery, Franklin, N. C.
Name of property: Jim Roper (Blaine) Mine
Location of property: 1.4 mi. N. 43° W. of Franklin, N. C.
Date of field team report: May 13, 1953
Authorship of field team report: Teague and Shirley

Field team's recommendation: Denial
ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

IN REPLY REFER TO:

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

May 21, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2948 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
from: D. M. Larrabee, U. S. Geological Survey
Applicant: W. H. Roper, General Delivery, Franklin, N. C.
Name of property: Jim Roper (Blaine) Mine
Location of property: 1.4 mi. N. 43° W. of Franklin, N. C.
Date of field team report: May 13, 1953
Authorship of field team report: Teague and Shirley

Field team's recommendation: Denial
ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMSA-2948 - Mica
Applicant: W. H. Roper
General Delivery
Franklin, North Carolina
Property: Jim Roper Mine (or Blaine Mine)
1.4 Miles N.W. of Franklin
Macon County, North Carolina
Contract: None (Denial)
Amount applied for: $4,911.00
Amount approved: None
Field Team, Examination: May 8, 1953
Field Team Report: May 13, 1953

Letter of Denial of Application attached.

Docket Summary:

3/25/53 Application received - Form DF-103.
4/20/53 Referred to Region VII for field examination.
5/18/53 Received Field Team Report of Examination by L. A. Shirley and E. F. Teague.

Resume:

The mine was examined on May 8, 1953 by the field team accompanied by Mr. W. H. Roper. The inspection required two hours.

The field team report states in part as follows:

"Work has been conducted by numerous pits, open cuts, and shallow shafts along a belt 300 feet long. The deposit has never been a significant producer of strategic mica, nor is there evidence to indicate that such a deposit occurs. The field examiners are of the opinion that the cost of an exploration project will be more than the value of strategic mica resulting therefrom; therefore we recommend denial of the application."

Comment:

The Nonmetallic Minerals Division recommends that this application for exploration assistance be denied.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:fls 5/21/53

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

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

COPY

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

May 15, 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following field team examinations:

DMEA-~~2945~~ 2327*, May Mine (mica), North Carolina

DMEA-2948, Jim Roper (Blaine) Mine (mica) North Carolina
(6 copies of Owner's Consent to Lien attached).

DMEA-2949, Anderson Mine (mica) North Carolina

DMEA-2962, Holbrooks Mine (mica) North Carolina

The Field Team concurs in the denial of the above listed applications.

/s/ Robert A. Laurence, Executive Officer
DMEA - Field Team, Region 7
/s/ Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

*DMEA-2945 was withdrawn on April 6, 1953 and material transferred to DMEA-2327.

Reviewed by
DMEA OPERATING COMMITTEE
5-22-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

(Mica)

DMEA-2948, JIM ROPER(BLAINE) 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

May 13, 1953

Reviewed by
DMEA OPERATING COMMITTEE

5-22-53
(date)

Field Examination Report
on
DMEA-2948, JIM ROPER(BLAINE) MINE
(mica)

Applicant: W. H. Roper, General Delivery, Franklin, N. C.

This is a difficult deposit to appraise. Work has been conducted by numerous pits, open cuts, and shallow shafts along a belt 300 feet long. The deposit has never been a significant producer of strategic mica, nor is there evidence to indicate that such a deposit occurs. The field examiners are of the opinion that the cost of an exploration project will be more than the value of strategic mica resulting therefrom; therefore, we recommend denial of the application.

The mine was examined on May 8, 1953. Mr. W. H. Roper and Mr. Patton accompanied the examiners on the inspection which required two hours.

The Blaine mine, which is 1.4 airline miles N. 43° W. of Franklin, is on the northeast side of the Allman Cove road behind the J. W. Roper residence. The mine is owned by Mr. Roper and was first worked in 1900 by the Blaine Borthers. Later it was operated by M. D. Billings, and from February 28 to April 1, 1944, Mr. Roper worked it.

The old workings consist of ten shafts and pits, which explore the pegmatite body to a depth of about 30 feet in a belt 300 feet long that trends N. 74° W. A 200-foot crosscut, which is 45 feet below the other workings, was driven toward the pegmatite body from the south. The last operations were the sinking of a 45-foot shaft, the driving of 25 feet of crosscut and drift from the bottom of the shaft, and the driving of a second crosscut at the 35-foot level that connected with one of the old shafts. This resulted in the sale of $106.08 worth of ruby mica to the Colonial Mica Corporation.

The country rock, which is mica gneiss that contains some layers of hornblende gneiss, strikes N. 85° W. and dips 45° NE. The pegmatite dike, which is 8 to 12 feet thick and contains a quartz core 1 to 4 feet thick, strikes N. 70° W. and dips 80° SW. Books of mica lie along the margins of the quartz core. The wall zones consist of kaolinized feldspar, granular quartz, muscovite, and biotite.

The mica is clear light brown, free splitting, and generally small. It does not appear to be abundant and very little was recovered during the last operation.

The examiners recommend that the application be denied.

May 13, 1953

K. H. Teague, Geologist, USBS

L. E. Shirley, Mining Engineer, USBM

APR 2 0 1953

Mr. [illegible]
Executive Officer, [illegible]
Field Team, [illegible]
Room 13, Post Office Building
Knoxville 2, Tennessee

Subject: Docket [illegible]-243 - Mica
Mr Roper Mine
Mitchell County, North Carolina

Dear Mr. [illegible]:

[illegible] arrange for a field examination of the subject mine.

[illegible] information [illegible] and the [illegible].

Sincerely [illegible],

[illegible]

Chairman, [illegible] Committee

Approved:

[illegible]

Member, Bureau of Mines

[illegible]

Member, Geological Survey

Enclosures 4

LGHouk:gad 4/13/53
Copy to: ADmr. T. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

APR 2 0 [illegible]

Mr. [illegible] Roper
General Delivery
Franklin, North Carolina

re: Docket [illegible] - Mica
[illegible]
[illegible] County, North Carolina

Dear Mr. Roper:

Your application for assistance in exploring the subject property has been referred by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. [illegible], [illegible], [illegible] Field Team, Region [illegible], [illegible], but [illegible] Knoxville 2, Tennessee, for [illegible] if necessary.

The Optional Office will contact [illegible] if an examination is to be made. Any assistance that you may give the Eastern [illegible] Field Team during the examination will be appreciated.

Very truly yours,

C. O. Mittenderf

Administrator

LGhouk:gad 4/15/53

Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Mr. W. H. Roper
General Delivery
Franklin, North Carolina

Re: Docket No. DMEA-2948 - Mica
Jim Roper Mine
Macon County, North Carolina

Dear Mr. Roper:

Reference is made to the subject application for exploration assistance at the Jim Roper Mine, Macon County, North Carolina.

Please note mineral form MF-103, copy of which is enclosed, Article 6 requires the applicant to submit detailed cost estimates of the proposed work. Each sub-division (a) to (h) should be answered in as great detail as possible in order that this office may properly evaluate your application.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

LGHouk:gad 4/6/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

IN REPLY REFER TO:

G-MD-CNM

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

May 21, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2948 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
from: D. M. Larrabee, U. S. Geological Survey
Applicant: W. H. Roper, General Delivery, Franklin, N. C.
Name of property: Jim Roper (Blaine) Mine
Location of property: 1.4 mi. N. 43° W. of Franklin, N. C.
Date of field team report: May 13, 1953
Authorship of field team report: Teague and Shirley

Field team's recommendation: Denial
ACTION SUGGESTED: Follow field team's recommendation.

D M Larrabee

D. M. Larrabee

FILE COPY
SURNAME:

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

Robertson
Houk
Thomson
Dietrich
Larrabee
Kimball
Hedges
Gillespie
Fitzsimmons

MAY 2 8 1953

Mr. W. H. Roper
General Delivery
Franklin, North Carolina

Re: Docket No. DMEA-2948 - Mica
Jim Roper Mine (Blaine Mine)
Macon County, North Carolina

Dear Mr. Roper:

Your application for aid for an exploration project and other data available to us in Washington relating to the above - named property has been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding material 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 a small amount of mica on your property, 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

Administrator

JTRobertson:fls 5/21/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

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

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2948 - Mica
Applicant: W. H. Roper
General Del Avery
Franklin, North Carolina
Property: Jim Roper Mine (or Blaine Mine)
1.4 Miles N.W. of Franklin
Macon County, North Carolina
Contract: None (Denial)
Amount applied for: $4,911.00
Amount approved: None
Field Team, Examination: May 8, 1953
Field Team Report: May 13, 1953

Letter of Denial of Application attached.

Docket Summary:

3/25/53 Application received - Form MF-103.
4/20/53 Referred to Region VII for field examination.
5/18/53 Received Field Team Report of Examination by L. E. Shirley and K. H. Teague.

Resume:

The mine was examined on May 8, 1953 by the field team accompanied by Mr. W. H. Roper. The inspection required two hours.

The field team report states in part as follows:

"Work has been conducted by numerous pits, open cuts, and shallow shafts along a belt 300 feet long. The deposit has never been a significant producer of strategic mica, nor is there evidence to indicate that such a deposit occurs. The field examiners are of the opinion that the cost of an exploration project will be more than the value of strategic mica resulting therefrom; therefore we recommend denial of the application."

Comment:

The Nonmetallic Minerals Division recommends that this application for exploration assistance be denied.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:fls 5/21/53

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

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

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2948 - Mica
Applicant: W. H. Roper
General Delivery
Franklin, North Carolina
Property: Jim Roper Mine (or Blaine Mine)
1.4 Miles N.W. of Franklin
Macon County, North Carolina
Contract: None (Denial)
Amount applied for: $4,911.00
Amount approved: None
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Field Team Report: May 13, 1953

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Comment:

The Nonmetallic Minerals Division recommends that this application for exploration assistance be denied.

Jasper T. Robertson

Jasper T. Robertson
Nonmetallic Minerals Division

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

600

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2948 - Mica
Applicant: W. H. Roper
General Delivery
Franklin, North Carolina
Property: Jim Roper Mine (or Blaine Mine)
1.4 Miles N.W. of Franklin
Macon County, North Carolina
Contract: None (Denial)
Amount applied for: $4,911.00
Amount approved: None
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Comment:

The Nonmetallic Minerals Division recommends that this application for exploration assistance be denied.

Jasper T. Robertson
Nonmetallic Minerals Division

Mr. F. Stadler

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

(Mica)

DMEA-2948, JIM POPLAR(BLAKE) MINE
Franklin, Macon County, N. C.

By

Kofton A. Fergus, Geologist
U. S. Geological Survey

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

May 13, 1953

Reviewed by
DMEA OPERATING COMMITTEE
5-22-53
(date)

Field Examination Report
on
DMEA-2948, JIM ROPER(BLAINE) MINE
(mica)
Applicant: W. H. Roper, General Delivery, Franklin, N. C.

This is a difficult deposit to appraise. Work has been conducted by numerous pits, open cuts, and shallow shafts along a belt 300 feet long. The deposit has never been a significant producer of strategic mica, nor is there evidence to indicate that such a deposit occurs. The field examiners are of the opinion that the cost of an exploration project will be more than the value of strategic mica resulting therefrom; therefore, we recommend denial of the application.

The mine was examined on May 8, 1953. Mr. W. H. Roper and Mr. Patton accompanied the examiners on the inspection which required two hours.

The Blaine mine, which is 1.4 airline miles N. 43° W. of Franklin, is on the northeast side of the Allman Cove road behind the J. J. Roper residence. The mine is owned by Mr. Roper and was first worked in 1900 by the Blaine Borthers. Later it was operated by M. D. Billings, and from February 28 to April 1, 1944, Mr. Roper worked it.

The old workings consist of ten shafts and pits, which explore the pegmatite body to a depth of about 30 feet in a belt 300 feet long that trends N. 74° W. A 200-foot crosscut, which is 45 feet below the other workings, was driven toward the pegmatite body from the south. The last operations were the sinking of a 45-foot shaft, the driving of 25 feet of crosscut and drift from the bottom of the shaft, and the driving of a second crosscut at the 35-foot level that connected with one of the old shafts. This resulted in the sale of $106.08 worth of ruby mica to the Colonial Mica Corporation.

The country rock, which is mica gneiss that contains some layers of hornblende gneiss, strikes N. 85° W. and dips 45° NE. The pegmatite dike, which is 8 to 12 feet thick and contains a quartz core 1 to 4 feet thick, strikes N. 70° W. and dips 80° SW. Books of mica lie along the margins of the quartz core. The wall zones consist of kaolinized feldspar, granular quartz, muscovite, and biotite.

The mica is clear light brown, free splitting, and generally small. It does not appear to be abundant and very little was recovered during the last operation.

The examiners recommend that the application be denied.

May 13, 1953

K. M. Teague, Geologist, USGS

L. E. Shirley, Mining Engineer, USBM

sm

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 a tract of land on the east side of Windy Gap Road, consisting of 43 acres more or less, located in Macon County, North Carolina, as leased from Mrs. J. W. Roper to W. H. Rpper and recorded in the office of the Register of Deeds for Macon County, in Book C-6 at page 49.

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/ W. H. ROPER

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/$ 7,500.00, 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 23rd day of March, 195 3.

Mrs. J. W. Roper [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.

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/$ _____, 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 _____.

Mrs. J. W. Roper [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.

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] a tract of land on the east side of [illegible], containing [illegible] acres more or less, located in [illegible] County, North Carolina, as leased from [illegible] to [illegible] and recorded in the office of the register of deeds for [illegible] County, in Book [illegible] at page [illegible].

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/ [illegible]

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ [illegible], 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 [illegible] day of [illegible], 195[illegible].

Mrs. J. W. Roper [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.

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] a tract of land on the east side of [illegible] Gap Road, consisting of 63 acres more or less, located in Macon County, North Carolina, as leased from Mrs. J. L. [illegible] to J. B. Roper and recorded in the office of the Register of Deeds for Macon County, in Book [illegible] at page 10.

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/ [illegible]

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ [illegible], 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 [illegible] day of [illegible], 195[illegible].

Mrs. J. W. Roper [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.

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 a tract of land on the east side of Windy Gap Road, consisting of 49 acres more or less, located in Macon County, North Carolina, as leased from Mrs. J. W. Roper to W. H. Roper and recorded in the office of the Register of Deeds for Macon County, in Book 3-6 at page 49.

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/ W. H. ROPER

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/$ 7,500.00, 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 23rd day of March, 195 3.

Mrs. J. W. Roper [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.

MAY 18 1953

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 a tract of land on the east side of Windy Gap Road, consisting of 43 acres more or less, located in Macon County, North Carolina, as leased from Mrs. J. W. Roper to W. H. Roper and recorded in the office of the Register of Deeds for Macon County, in Book C-6 at page 49.

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/ W. H. ROPER

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/$ 7,500.00, 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 23rd day of March, 195 3.

Mrs. J. W. Roper [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.

MAY 18 1953

FILE COPY
SURNAME:

Hugh Selfridge

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

APR 2 0 1953

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

Subject: Docket No. MDA-2948 - Mica
Jim Roper Mine
Macon County, North Carolina

Dear Mr. Laurence:

J. C. 4/20/53

Please arrange for a field examination of the subject mine.

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

Sincerely yours,

George E. Selfridge (JHB)

Chairman, Operating Committee

Approved:

(JHB)

Member, Bureau of Mines

A. R. Ahrens, Jr. (JHB)

Member, Geological Survey

Enclosures 4

LGHouk:gad 4/15/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Houk
Kunkel
~~Hedges~~
Selfridge

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

Mr. W. M. Roper
General Delivery
Franklin, North Carolina

APR 2 0 1953

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

Dear Mr. Roper:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary. J.C. 4/20/53

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

LGHouk:gad 4/15/53

Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

dmed-2948

MF-103 W. H. ROPER FRANKLIN, N.C. * MICA-
JIM ROPER MINE
MACON COUNTY

SUPPLEMENT TO APPLICATION DATED: Mar. 21, 1953

QUESTION 6.

(a)	Bulldoze access road, 900'	$100.00	$ 100.00
(b)	Supervising Foreman, 67 days @ $12.00	804.00	
	1 Miner, 67 days @ $10.00 per day	670.00	
	2 Muckers, 67 days @ $8.00 each	1072.00	2,546.00
(c)	Hand Tools - 4 shovels, 6 picks, Bars, Rock Hammers, Level, Axe, Saw, Square, Tape, Claw Hammers etc.	250.00	
	Power (elec.)	40.00	
	2 cases Explosives, fuse, caps etc.	50.00	
			340.00
(d)	Purchase, Homelite Pump, 2 HP 5500 gph - complete	415.00	
	Rental, Hoist $65.00 per month, est.	145.00	
			560.00
(e)	None.		
(f)	Mica Tool House 10' x 16'	275.00	
	Boom Pole & Equipment	300.00	575.00
(g)	Compensation & Liab. Insurance est.	200.00	
	Accounting	50.00	
	Payroll Taxes	40.00	
			290.00
(h)	Miscellaneous, breakage, repairs, etc. est.	500.00	
			500.00
	TOTAL		$ 4,911.00

Above information furnished in response to letter of Lawrence G. Houk, Chief, Nonmetallics Mineral Division, dated April 7, 1953.

- - - - - -

APR 20 1953

Form letter to
applicant

Form letter to
Lawrence

Checked at supplemental
application on cost
was sent to
Lawrence

Checked with files
card shows cost
data (article 6) sent
to BM, ULLL, & Reg. 7
on 4-13-53

IN REPLY REFER TO:
G-ND-CNR

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

April 3, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2948 (Mica)

To: L. C. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: W. M. Roper, General Delivery, Franklin, North Carolina.
Name of property: Jim Roper Mine.
Location of property: 1½ miles NW of Franklin, Macon County, North Carolina, on S. side of Windy Gap Road ½ mile W. of its intersection with Prison Camp Road.
Estimated cost of project: No estimate.
Summary of applicant's proposal: 65-foot shaft; two 25-foot drifts.
Sources of information on applicant's property:

1. We have reports on three Roper prospects that are about 8½ miles NNW. of Franklin, but we have no geologic data on the Jim Roper prospect.
2. Colonial mica purchase records indicate the existence of a Jim Roper prospect that was the source of only $65.64 worth of mica.

Comments:

Application contains no data worthy of comment.

RECOMMENDATION:

Field team examination.

J. J. Norton

Norton:jeh
G-4/3/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3 ✓
Norton G-228

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 25 1953

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

Not to be filled in by applicant

Docket No. Dmea-2948
Metal or Mineral
Date Received 3-25-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: W. H. ROPER
GENERAL DELIVERY
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 approx. 43 acres located in the Town of Franklin, Macon County, North Carolina, on the East side of Windy Gap Road, as leased by W. H. Roper from Mrs. J. W. Roper on September 16, 1952, which lease is recorded in the office of the Register of Deeds for Macon County in Book G-6 at page 49.

(*b*) State any mine name by which the property is known. JIM ROPER 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 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 [illegible]n to explore STRATEGIC RUBY MICA

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

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

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

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

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

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

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

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

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

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

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

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

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

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? 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 MARCH 21st, 1953

W. H. Pogue
(Applicant)

By .....

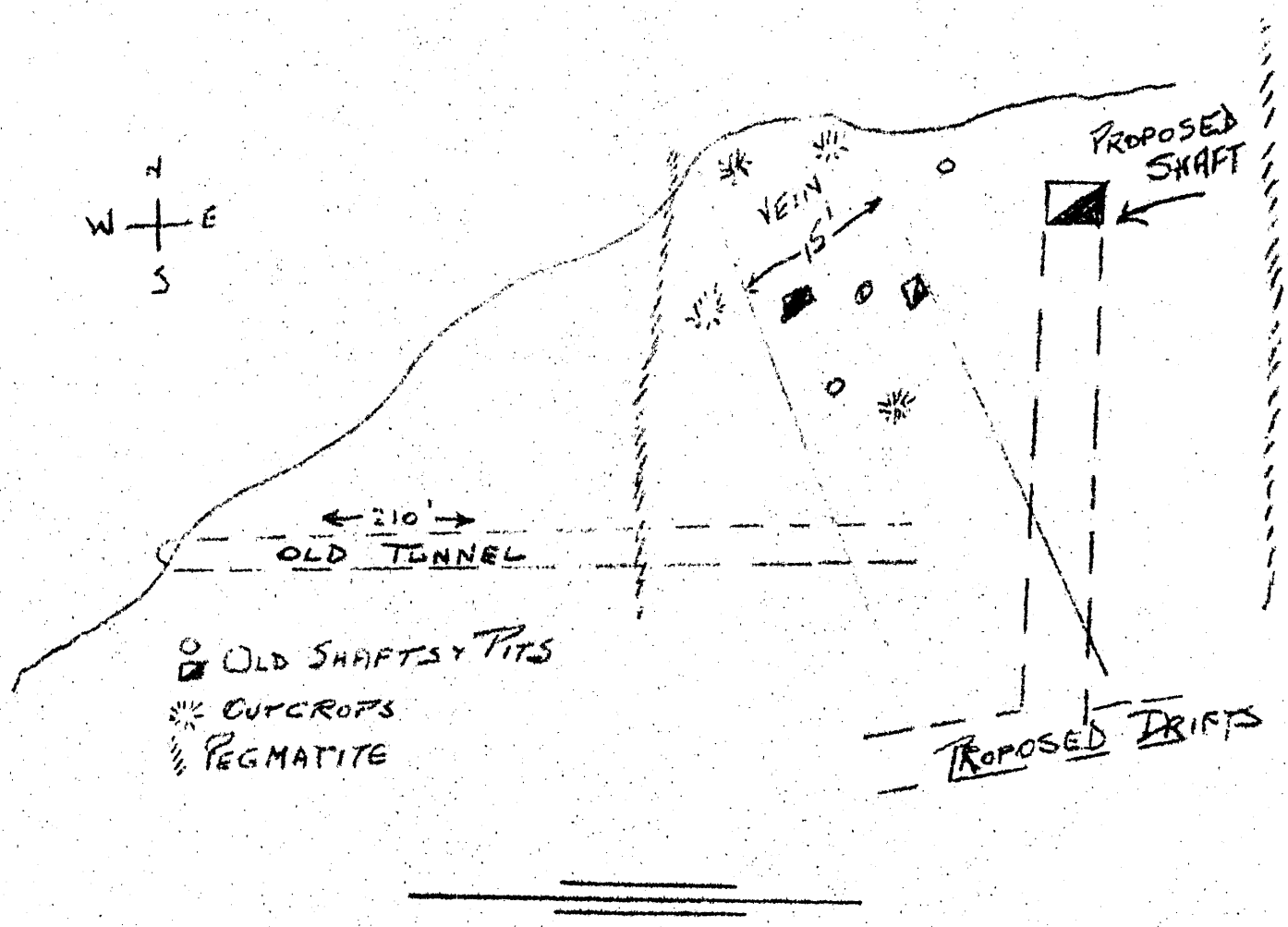
.....

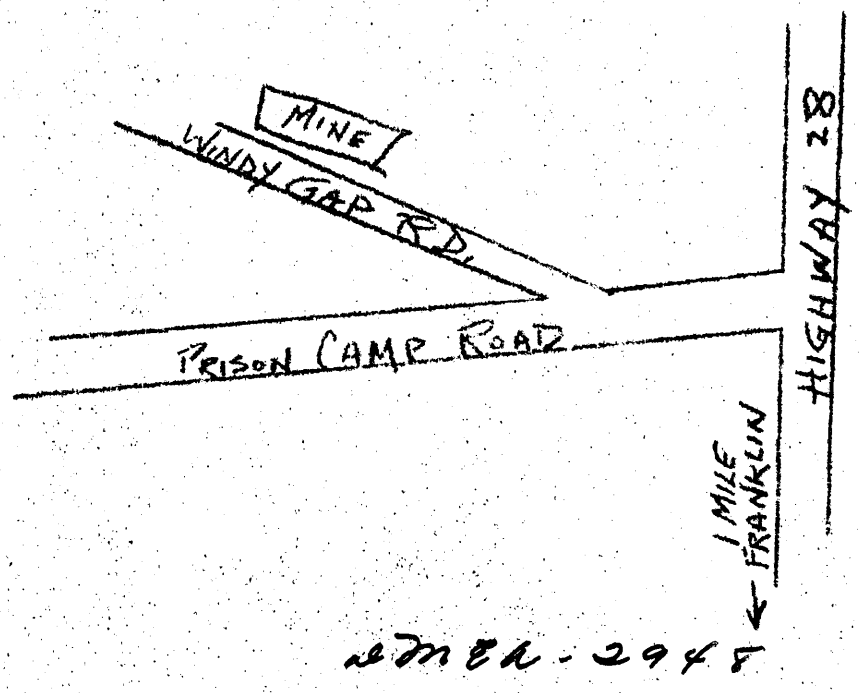
.....

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

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

MF-103 W. H. ROPER GENERAL DELIVERY FRANKLIN, N.C. - MICA -
JIM ROPER MINE
MACON COUNTY -





MER-2948

4. This property has been worked for a great many years through several shafts and pits to maximum depths of about 35 feet; over a 75 foot area of the vein. About 30 years ago a 210 foot tunnel was extended into the pegmatite. It exposed a vein up to 15 feet wide. Sales have occurred all through the years and during the last war considerable was sold to the Colonial Mica Corporation - sheets to 2" x 3" - all hygrade ruby mica.

   The mine was owned by applicant's brother Jim Roper, now deceased, and applicant is very familiar with the formation. He is presently working an area, on the same property, about 1500 feet distant, from which production has already resulted in sales to the Spruce Pine Depot. Because of his knowledge of the property, he is desirous of exploring as herein outlined to secure maximum production and sales.

   Property is located 1-1/2 miles north west of Franklin; shipping, supply and residence points. Reached over State Highway 28, one mile north, to Prison Camp Road and 1/2 mile west on Windy Gap Road.

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

5. Proposed exploration will include a 65 foot shaft which will terminate about 25 feet below the area worked by means of the old 210 foot tunnel. Drifts of 25 foot each (2) will extend from the base of shaft and explore the pegmatite in both directions.

   Work will be started upon signing of contract and can be completed within 40 working days.

   Sketch of formation and proposed work is attached.

   Applicant has mined and prospected in the pegmatites of the Franklin District for more than 25 years. He is thoroughly familiar with vein formations, all mthods for mica mining, sheeting and processing. He will personally work in and supervise exploration of this mine.

6. There will be no independent contracts connected with proposed exploration.

   It is anticpiated the Field Team will approve the work on a footage basis for both the shaft and drifts. Cost of same will be determined at time of examination.

- - - - -

NORTH CAROLINA
MACON COUNTY

THIS LEASE AGREEMENT, Made and entered into this the 16th day of September, 1952, by and between MRS. J. W. ROPER of Alamance County, North Carolina, party of the first part, and W. H. ROPER of Macon County, North Carolina, party of the second part,

WITNESSETH: That said party of the first part in consideration of ONE DOLLAR paid to her by party of the second part, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, has let and leased and by these presents does hereby let and lease unto said party of the second part, his heirs and assigns, the mica and all mica mining privileges as hereinafter set forth, upon the following described lands in Macon County, North Carolina:

> A tract of land on the East side of Windy Gap Road, consisting of approximately 43 acres.

The terms and conditions of this lease are as follows:

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

2. Party of the second part agrees to pay to party of the first part the following royalty: Twelve and one-half (12¢%) percent of the gross selling price of all sheet mica recovered from said property, and $1.50 per ton for all scrap mica.

3. Party of the second part agrees to make all royalty payments, monthly, on or before the 10th day of each calendar month on all mica sold the preceding month.

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

5. The duration of this lease shall be one (1) year from the date hereof, but it is understood and agreed that if mining operations upon said property shall prove profitable, then party of the second part shall have the right to renew this lease for one (1) year at the end of said time, provided that he shall have operated the mine continuously for the preceding eight (8) months.

6. As a part of this lease, party of the first part gives and grants unto party of the second part such necessary right-of-way, as the party of the first part owns or has power to convey, to build such trails or roads upon said property as may be necessary for the installation of machinery or the propert operation of the mines.

7. If the party of second part shall fail to operate the mine for any periodof sixty days, the party of the first part at her option, may declare this lease terminated and of no further force and effect, and upon notice to party of the second part of such termination, the party of the second part shall surrender to party of the first part immediate possession of the property.

8. So long as this lease shall be in effect the party of the second part shall operate the mines in such manner as not to unnecessarily damage the property for further operation, and shall keep the mines property timbered, either remove all much as he operates or place it on well timbered lofts.

9. It is understood and agreed between the parties hereto that this lease shall not extend to the ground upon which the residence is located or the ground immediately adjacent thereto.

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

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

s/ Mrs. J. W. Roper (SEAL)
s/ W. H. Roper (SEAL)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2948, Mica, Jim Roper 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.

Signed

W. F. Dietrich

FILE COPY
SURNAME:

Houk

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

APR 7 1953

Mr. W. H. Roper
General Delivery
Franklin, North Carolina

Re: Docket No. DMEA-2948 - Mica
Jim Roper Mine
Macon County, North Carolina

Dear Mr. Roper:

8.C. 4/7/53

Reference is made to the subject application for exploration assistance at the Jim Roper Mine, Macon County, North Carolina.

Please note mineral form MF-103, copy of which is enclosed, Article 6 requires the applicant to submit detailed cost estimates of the proposed work. Each sub-division (a) to (h) should be answered in as great detail as possible in order that this office may properly evaluate your application.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

LGHouk:gad 4/6/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, 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
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
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From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2948, Mica, Jim Roper 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.

W. F. Dietrich
(ls)

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

April 3, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 3 1953

Memorandum

REVIEW OF APPLICATION DMEA-2948 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: W. H. Roper, General Delivery, Franklin, North Carolina.
Name of property: Jim Roper Mine.
Location of property: 1½ miles NW of Franklin, Macon County, North Carolina, on E. side of Windy Gap Road ½ mile W. of its intersection with Prison Camp Road.
Estimated cost of project: No estimate.
Summary of applicant's proposal: 65-foot shaft; two 25-foot drifts.
Sources of information on applicant's property:

1. We have reports on three Roper prospects that are about 8½ miles NNW. of Franklin, but we have no geologic data on the Jim Roper prospect.
2. Colonial mica purchase records indicate the existence of a Jim Roper prospect that was the source of only $65.64 worth of mica.

Comments:

Application contains no data worthy of comment.

RECOMMENDATION:

Field team examination.

J. J. Norton

March 26, 1953

Mr. W. H. Roper
General Delivery
Franklin, N. C.

DMEA-2948
Subject: Exploration Assistance
Re: Jim Roper Mine

My dear Mr. Roper:

The receipt of your application dated March 21, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2948 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2948 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS
Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

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

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

Defense Minerals Administration
RECEIVED
MAR 25 1953

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

Not to be filled in by applicant

Docket No. Amea - 2948
Metal or Mineral
Date Received 3-25-53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

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

W. H. ROPER
GENERAL DELIVERY
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 approx. 43 acres located in the Town of Franklin, Macon County, North Carolina, on the East side of Windy Gap Road, as leased by W. H. Roper from Mrs. J. W. Roper on September 16, 1952, which lease is recorded in the office of the Register of Deeds for Macon County in Book C-6 at page 49.

(*b*) State any mine name by which the property is known. JIM ROPER 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 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*) [redacted]e the mineral or minerals for which you wis[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 ..... 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 MARCH 21st, 1953

W H Rogers
(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

4. This property has been worked for a great many years through several shafts and pits to maximum depths of about 35 feet; over a 75 foot area of the vein. About 30 years ago a 210 foot tunnel was extended into the pegmatite. It exposed a vein up to 15 feet wide. Sales have occurred all through the years and during the last war considerable was sold to the Colonial Mica Corporation - sheets to 2" x 3" - all hygrade ruby mica.

   The mine was owned by applicant's brother Jim Roper, nowdeceased, and applicant is very familiar with the formation. He is presently working an area, on the same property, about 1500 feet distant, from which production has already resulted in sales to the Spruce Pine Depot. Because of his knowledge of the property, he is desirous of exploring as herein outlined to secure maximum production and sales.

   Property is located 1-1/2 miles north west of Franklin; shipping, supply and residence points. Reached over State Highway 28, one mile north, to Prison Camp Road and 1/2 mile west on Windy Gap Road.

   Suffieient manpower, supplies, etc., are available for all purposes.

5. Proposed exploration will include a 65 foot shaft which will terminate about 25 feet below the area worked by means of the old 210 foot tunnel. Drifts of 25 foot each (2) will extend from the base of shaft and explore the pegmatite in both directions.

   Work will be started upon signing of contract and can be completed within 40 working days.

   Sketch of formation and proposed work is attached.

   Applicant has mined and prospected in the pegmatites of the Franklin District for more than 25 years. He is thoroughly familiar with vein formations, all mthods for mica mining, sheeting and processing. He will personally work in and supervise exploration of this mine.

6. There will be no independent contracts connected with proposed exploration.

   It is anticpiated the Field Team will approve the work on a footage basis for both the shaft and drifts. Cost of same will be determined at time of examination.

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NORTH CARCLINA
MACON COUNTY

THIS LEASE AGREEMENT, Made and entered into this the 16th day of September, 1952, by and between MRS. J. W. ROPER of Alamance County, North Carolina, party of the first part, and W. H. ROPER of Macon County, North Carolina, party of the second part,

WITNESSETH: That said party of the first part in consideration of ONE DOLLAR paid to her by party of the second part, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, has let and leased and by these presents does hereby let and lease unto said party of the second part, his heirs and assigns, the mica and all mica mining privileges as hereinafter set forth, upon the following described lands in Macon County, North Carolina:

> A tract of land on the East side of Windy Gap Road, consisting of approximately 43 acres.

The terms and conditions of this lease are as follows:

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

2. Party of the second part agrees to pay to party of the first part the following royalty: Twelve and one-half (12¢%) percent of the gross selling price of all sheet mica recovered from said property, and $1.50 per ton for all scrap mica.

3. Party of the second part agrees to make all royalty payments, monthly, on or before the 10th day of each calendar month on all mica sold the preceding month.

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

5. The duration of this lease shall be one (1) year from the date hereof, but it is understood and agreed that if mining operations upon said property shall prove profitable, then party of the second part shall have the right to renew this lease for one (1) year at the end of said time, provided that he shall have operated the mine continuously for the preceding eight (8) months.

6. As a part of this lease, party of the first part gives and grants unto party of the second part such necessary right-of-way, as the party of the first part owns or has power to convey, to build such trails or roads upon said property as may be necessary for the installation of machinery or the propert operation of the mines.

7. If the party of second part shall fail to operate the mine for any periodof sixty days, the party of the first part at her option, may declare this lease terminated and of no further force and effect, and upon notice to party of the second part of such termination, the party of the second part shall surrender to party of the first part immediate possession of the property.

8. So long as this lease shall be in effect the party of the second part shall operate the mines in such manner as not to unnecessarily damage the property for further operation, and shall keep the mines property timbered, either remove all much as he operates or place it on well timbered lofts.

9. It is understood and agreed between the parties hereto that this lease shall not extend to the ground upon which the residence is located or the ground immediately adjacent thereto.

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

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

s/ Mrs. J. W. Roper (SEAL)
s/ W. H. Roper (SEAL)

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

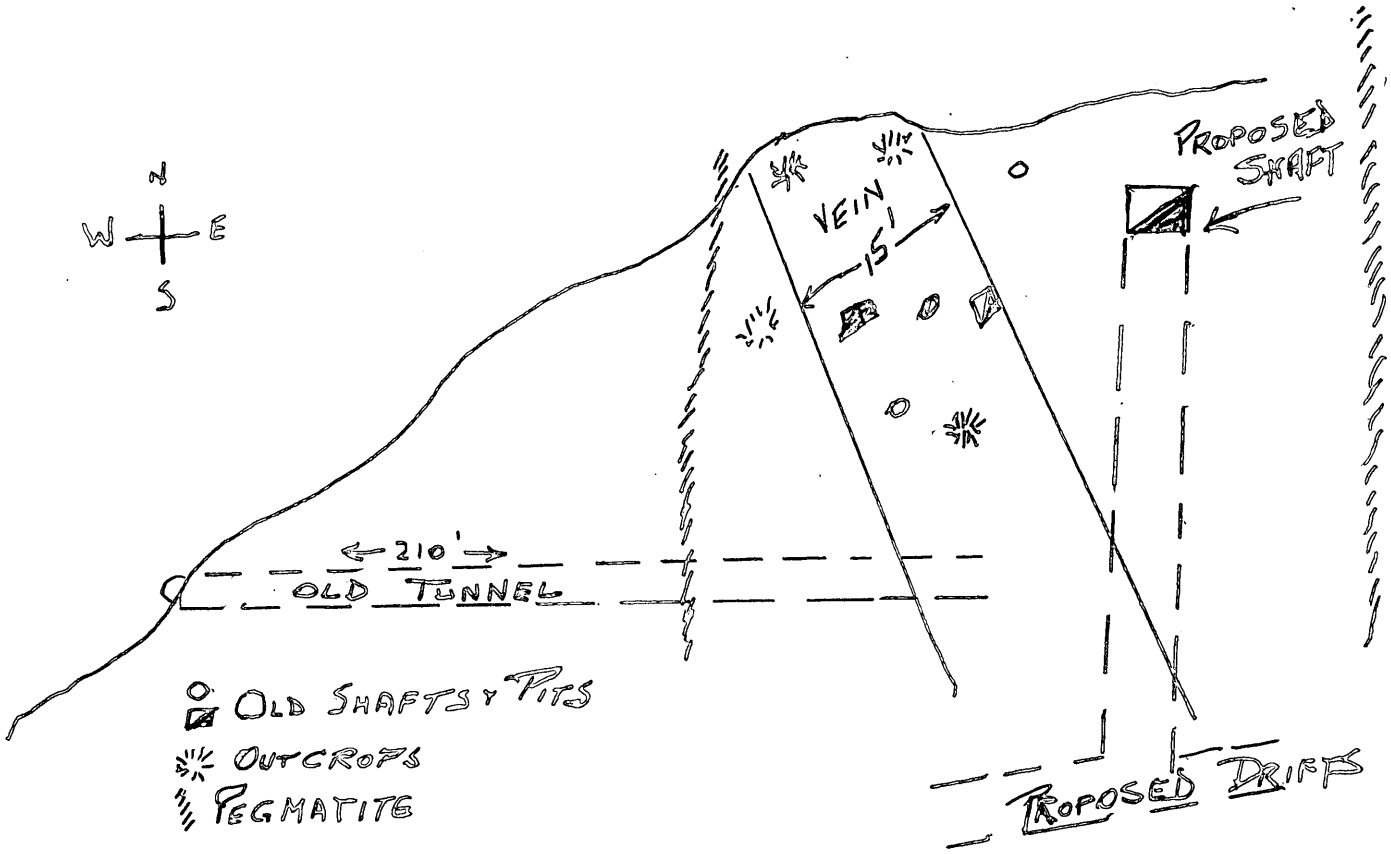
OFFICIAL BUSINESS

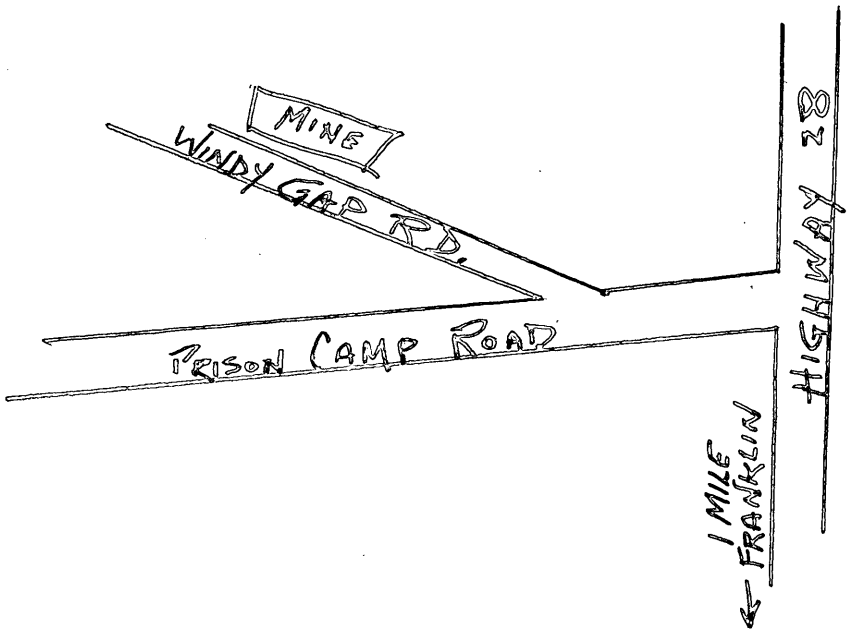
1 cy maps enclosed
3-26-53

MF-103 W. H. ROPER GENERAL DELIVERY FRANKLIN, N.C. - MICA -

JIM ROPER MINE

MACON COUNTY -





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