DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2949

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

CYS TO USBM, USGS, REGION VII

To:	Code 600 Rm 4637	Date	3/26/53
To:	Open Corr	Date	4-20-53
To:	Open Corr	Date	5-27-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

[illegible]-6919 Misc Region VII	F. R. WALDROP, [illegible], NORTH CAROLINA. Anderson Mine, Macon County, North Carolina. Field Report recommending denial. The report was referred to the Commodity [illegible].	5-22-53 No. 219
[illegible]-6919 Misc Region VII	F. R. WALDROP [illegible], NORTH CAROLINA. Anderson Mine, [illegible] County, North Carolina. Letter to the applicant denying the application [illegible]	5-[illegible]

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

June 1, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2949, Mica, Anderson Mine,
Macon County, North Carolina

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

Signed

W. F. Dietrich

May 22, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMSA-2949 - Mica
Applicant: B. F. Waldroop
Route 1
Franklin, North Carolina
Property: Anderson Mine
Macon County, North Carolina
Amount applied for: $8,240.00

Closing letter: Denial of application attached.

Dock Summary:

3/26/53	Application received. Proposes 60 foot shaft and 50 feet of drift at a cost of $8,240.00.
4/3/53	USGS memo recommends field referral.
4/7/53	USBM memo recommends field referral.
4/7/53	Cost estimate requested.
4/10/53	Received estimate of cost from applicant.
4/21/53	Referred to Region VII.
5/18/53	Received field report recommending denial.
5/19/53	Denial letter prepared.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 5/22/53

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

400

MAY 2 8 1953

Mr. A. F. Aldroop
Route 1
Franklin, North Carolina

Re: Project No. [illegible]-2544 - Iron
Anderson Mine
Macon County, North Carolina

Dear Mr. Aldroop:

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

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

Careful study of all our information, although setting a small amount of iron 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 mine to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

MPetillerrifk 5/27/53

Copy to: Adm. [illegible] File
Docket File
Field Exam. Reg. VII
Operating Committee
Mr. Hutrick, 3526
Mr. Larrabee, [illegible] Geol.
Mr. [illegible]

IN REPLY REFER TO:
Q-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-2949 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, N. C.
Name of property: Anderson mine
Location of property: 12 mi. SW 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
Comments: None

ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

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-2949 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, N. C.
Name of property: Anderson mine
Location of property: 12 mi. SW 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
Comments: None

ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

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-2949 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, N. C.
Name of property: Anderson mine
Location of property: 12 mi. SW 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
Comments: None

ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

Copy to: DMEA (3)

Not approved
Secretary

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

DMEA-2949, ANDERSON MINE (mica)

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-2949, ANDERSON MINE (mica)
Applicant: B. F. Waldroop, Route # 1, Franklin, North Carolina

Two prospects are known on this property. At one place only small size mica occurs in several narrow pegmatite stringers and at the other place all of the mica is mineral stained. At both places the possibilities for strategic mica are very poor; therefore, the examiners recommend that the application be denied.

The deposits were examined on May 8, 1953. Messrs B. F. Waldroop, Johnson, and George Anderson, accompanied the examiners on the inspection which required two hours.

The Anderson prospects are located near the junction of Anderson and Clear Branch, 12 miles southwest of Franklin, Macon County, North Carolina. Access to the property is good.

Several thin (6" to 2 ft.) pegmatites have been exposed by a cross-cutting bulldozer trench 50 feet long and 12 feet deep which trends N. 35° W., located behind the Anderson residence. The pegmatites are in granitized biotite gneiss. The stringers are crosscutting and they strike N. 30° E., dipping 45° - 60° N.W. The pegmatites are all fine-grained and are composed of plagioclase, smoky quartz, and a little muscovite. Some burr pegmatite occurs. Numerous inclusions of wall rock are present. All of the mica observed is small, bent and cracked, ruby colored, hard, and some contains greenish or brown stains. There is little possibility that a worthwhile deposit of strategic mica occurs, thus assistance should not be granted.

Near the crest of a low ridge 200 yards northwest of the Anderson residence, another pegmatite has been mined. Several shallow pits and one caved drift occur at this place. The pegmatite is poorly exposed, but appears to have a northwest strike, dipping steeply to the southwest. It is emplaced in granitized biotite gneiss. Where exposed the pegmatite is from 2 to 6 feet thick and contains a milky quartz core. All of the feldspar is kaolinized.

All mica found at this place is mineral stained and some is green in color. No strategic mica can be obtained.

May 13, 1953.

Kefton H. Teague, USGS

Lawrence E. Shirley, USBM

mm

600

APR 21 1953

Mr. B. F. Waldroop
Route 1
Franklin, North Carolina

Re: Docket No. DMEA-2949 - Mica
Anderson Mine
Macon County, North Carolina

Dear Mr. Waldroop:

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. Lawrence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary.

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,

R. G. Mitchell

Administrator

LGHouk:gad 4/17/53

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

Subject: Docket No. DMEA-2949 - Mica
B. F. Waldroop
Anderson Mine
Macon County, North Carolina

Dear Mr. Laurence:

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 C. Selvidge

Chairman, Operating Committee

Approved:

[illegible]

Member, Bureau of Mines

A. B. Richl, Jr.

Member, Geological Survey

Enclosures 4

LGHouk:gad 4/17/53
Copy to: Admr. R. File
Operating Committee
Docket File
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
Bureau of Mines 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-2949, Mica, Anderson Mine,
Macon County, North Carolina

Geological Survey (Professional Paper 225, p. 48) tested 21 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as cinnamon brown, generally acceptable as ruby mica. On the basis of this fact, a field team investigation is recommended.

Signed

W. F. Dietrich

IN REPLY REFER TO:

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

G-MD-CNM

April 3, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2949 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, North Carolina
Name of property: Anderson mine.
Location of property: 12 miles NW of Franklin, Macon County, North Carolina.
Estimated cost of project: No estimate given.
Summary of applicant's proposal:
60 foot shaft
50 feet of drifting
Source of information in applicant's property:
None. An Andersen mine in Macon County is described in Jahn's unpublished professional paper on Blue Ridge pegmatites but it is a different property.
Comments:
1. The only workings are a few pits in at least two different places on the property.
2. Evidently this is a raw prospect. Like so many other applications from Franklin, this contain virtually no evidence that a significant deposit may be found. I hope the pits on this property are adequate to permit the field team to evalute the deposits.
Recommendation:
Field Team examination.

J. J. Norton

cc: Director's Reading File 4212
Branch Reading 4212
DMEA 3
Norton (files)
JJNorton:bbk
G 4/3/53

MF-103
(Revised [illegible] 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
RECEIVED
MAR 26 1953

Budget Bureau No. 42-R1035.2.

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

Not to be filled in by applicant

Docket No. DMEA-2949
Metal or Mineral
Date Received 3-26-53
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:

B. F. WALDROOP
ROUTE 1
FRANKLIN, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING the lands located in Macon County, North Carolina, conveyed by deed dated July 27, 1920, from R. A. Anderson et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County, in Book O-4 at page 356.

(*b*) State any mine name by which the property is known. ANDERSON 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 & OWNERS' CONSENT TO LIEN (6) 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]te the mineral or minerals for which you wi[redacted] explore STRATEGIC RUBY MICA

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

(*c*) The work will start within ..... 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 24th, 1953

B. F. Waldrop
(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 B. F. WALDROOP ROUTE 1 FRANKLIN, N.C. -MICA -

ANDERSON MINE
MACON COUNTY

4. It had been known for years that a deposit of mica rested in this property because of the many pegmatite signs appearing over a large area; and also because the land is on the same lead from which other mines have been profitably operated. Several shallow pits have been opened in the past few years, by hand, but practically no operation occurred until recently.

About 5 months ago the owner permitted a local miner to dig a few pits - to depths of 15 feet - near the top of hill. Vein, made up of quartz, flint, etc., has been exposed to about 7 feet wide. Sales, from a few days working, were made to Asheville Mica Company for approximately $550.00. None of the material was timmed for sale to government stockpile because this miner was called to military service.

One month ago applicant bulldozed a cut in back of house - 30' long, 15' wide and 12' deep. From this area about 750 pounds of block mica has been recovered; sheeting to 3" x 5". No sales from this section have been made but samples have been sent to the Spruce Pine Depot and are acceptable for stockpiling. The material is hygrade RUBY, hard, flat and clear.

Work done thus far has disclosed the fact that the main mica shoot lies below the top of hill and exploration is desired to release the reserves.

Mine is readily accessible for examination, 12 miles northwest of Franklin; 10 miles west on State Highway 64 to Cartoogachaye Baptist Church, north across bridge then north west for 2 miles on Dills Road, Anderson Road and Burt Gap Road. Sufficient manpower, etc, are available.

5. Proposed work will consist of a 60 foot shaft, somewhat below top of hill, followed with 50 feet of drifting.

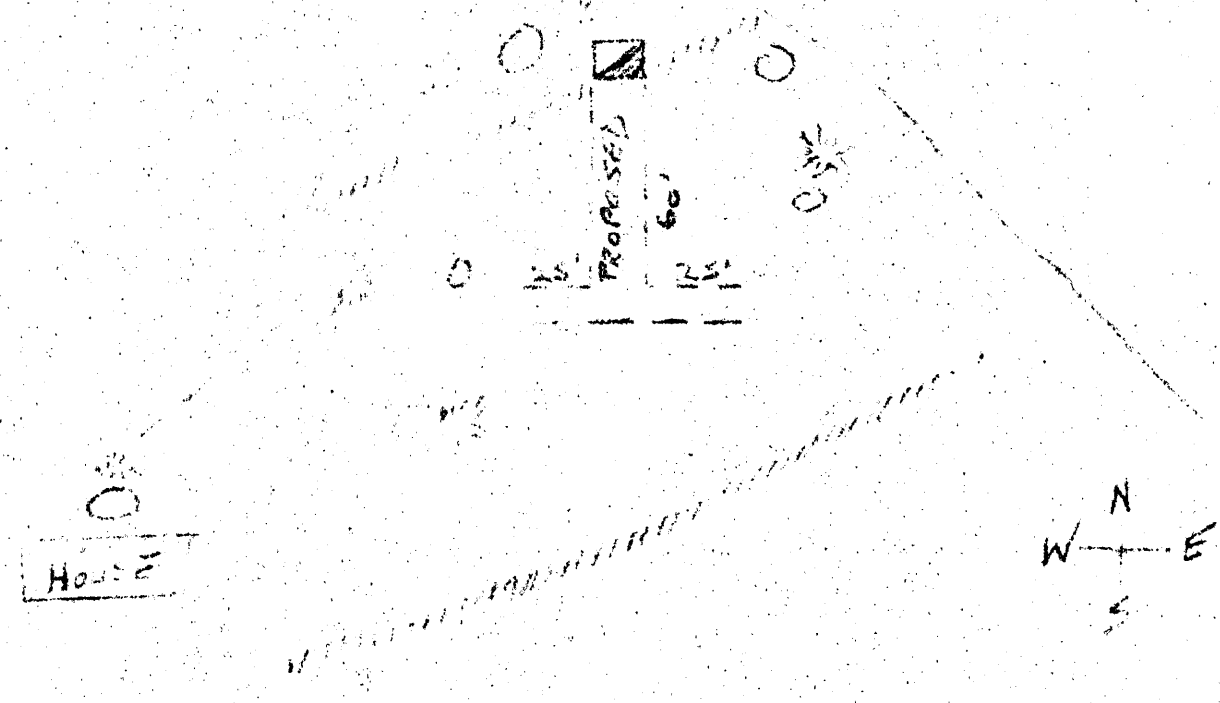
Work will start upon signing of contract and will be completed in 30 days.

Applicant has mined for over 25 years in this area and is thoroughly familiar with all procedures connected therewith. He will do this work.

6. Since it is expected approval will be on the basis of a footage contract, applicant can agree with Field Team, as to prices, at time of examination.

- - - -

MF-103 B. F. WALDROUP ROUTE 1 FRANKLIN, N.C. - MICA -
ANDERSON MINE
MACON COUNTY



— PEGMATITE + OUTCROPS

O — OLD SHALLOW PITS

■ — PROPOSED SHAFT

MACON COUNTY

NORTH CAROLINA

THIS LEASE AGREEMENT, made and entered into this 23rd day of March, 1952, by and between GEORGE ANDERSON, MOSE ANDERSON of Macon County, North Carolina, parties of the first part, hereinafter referred to as LESSORS, and B. F. WILSON, of Macon County, North Carolina, party of the second part, hereinafter referred to as LESSEE,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth, said Lessors have let and leased unto said Lessee, his heirs and assigns the exclusive right and privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, consisting of 63 acres, more or less, described as follows:

> BEING the lands located in Macon County, N. C., conveyed by deed dated July 27, 1920 from T. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book G-4 at page 356.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a terms of five years (5) from date hereof; however, it is mutually agreed, upon compliance with its terms and conditions, same shall be extended from year to year thereafter.
2. As rental or royalty, Lessee, his heirs and assigns, shall pay to Lessors a sum equal to ten (10%) percent of the selling price of sheet and block mica, One Dollar ($1.00) per ton on scrap mica and the usual royalty on all other minerals mined and sold from said property. Said royalties shall be paid on or before the 20th day of each calendar month following the production, sale and receipt of the sale price thereof. The said Lessee shall keep and make available to said lessors an accurate record of all sales of all minerals from this property.

3. Lessee will do no mining within an area of 50 feet surrounding dwelling of Lessors without their written permission.

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

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

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

_____ (Seal)

_____ (Seal)

_____ (Seal)

NORTH CAROLINA
MACON COUNTY

The execution of the foregoing instrument was this day acknowledged before me by George Anderson, Paul Anderson and B. F. Waldroop for the purposes therein expressed.

Witness my hand and Notarial seal this, the 23rd day of March, 1952.

(Seal)

_____
Notary Public

My Commission Expires: June 13, 1954.

Mr. B. F. Waldroop
Route 1
Franklin, North Carolina

Re: Docket No. DMEA-2949 - Mica
Anderson Mine
Macon County, North Carolina

Dear Mr. Waldroop:

Reference is made to the subject application for exploration assistance at the Anderson 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

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

June 1, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2949, Mica, Anderson Mine,
Macon County, North Carolina

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

W. F. Dietrich

W. F. Dietrich

Please file in Dockets

FILE COPY
SURNAME:

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

MAY 28 1953

5/28 BL

Feitler
Hauk
Larrabee
Dietrich
Houk
Hedges
Leffler
Johnson

Mr. B. F. Waldroop
Route 1
Franklin, North Carolina

Re: Docket No. DMEA-2949 - Mica
Anderson Mine
Macon County, North Carolina

Dear Mr. Waldroop:

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

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

Careful study of all our information, although noting 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 mine to our attention.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

SAFeitler:fls 5/22/53

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

FILE COPY
SURNAME:

Feitler
Hardy
Faircloth
Dilbeck

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

May 22, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2949 - Mica
Applicant: B. F. Waldroop
Route 1
Franklin, North Carolina
Property: Anderson Mine
Macon County, North Carolina
Amount applied for: $8,240.00

Closing letter: Denial of application attached.

Dock Summary:

3/26/53	Application received. Proposes 60 foot shaft and 50 feet of drift at a cost of $8,240.00.
4/3/53	USGS memo recommends field referral.
4/7/53	USBM memo recommends field referral.
4/7/53	Cost estimate requested.
4/10/53	Received estimate of cost from applicant.
4/21/53	Referred to Region VII.
5/18/53	Received field report redommending denial.
5/19/53	Denial letter prep red.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 5/22/53

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 22, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2949 - Mica
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Route 1
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4/7/53	Cost estimate requested.
4/10/53	Received estimate of cost from applicant.
4/21/53	Referred to Region VII.
5/18/53	Received field report recommending denial.
5/19/53	Denial letter prepared.

Stanley A. Feitler
Nonmetallic Minerals Division

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

600

May 22, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2949 - Mica
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5/19/53	Denial letter prepared.

Stanley A. Feitler
Nonmetallic Minerals Division

IN REPLY REFER TO:
G-MD-CNM

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

May 21, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 22 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2949 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, N. C.
Name of property: Anderson mine
Location of property: 12 mi. SW 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
Comments: None

ACTION SUGGESTED: Follow field team's recommendation.

D M Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2949, ANDERSON MINE (mica)

Franklin, Macon County, N. C.

By

Kenton 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
DMA-2949, ANDERSON MICA (mica)
Applicant: B. F. Waldroop, Route # 1, Franklin, North Carolina

Two prospects are known on this property. At one place only small size mica occurs in several narrow pegmatite stringers and at the other place all of the mica is mineral stained. At both places the possibilities for strategic mica are very poor; therefore, the examiners recommend that the application be denied.

The deposits were examined on May 6, 1953. Messrs B. F. Waldroop, Johnson, and George Anderson, accompanied the examiners on the inspection which required two hours.

The Anderson prospects are located near the junction of Anderson and Shoal Branch, 12 miles southwest of Franklin, Macon County, North Carolina. Access to the property is good.

Several thin (6" to 2 ft.) pegmatites have been exposed by a cross-cutting bulldozer trench 50 feet long and 12 feet deep which trends N. 35° W., located behind the Anderson residence. The pegmatites are in granitized biotite gneiss. The stringers are crosscutting and they strike N. 30° E., dipping 45° - 60° N.W. The pegmatites are all fine-grained and are composed of plagioclase, smoky quartz, and a little muscovite. Some barren pegmatite occurs. Numerous inclusions of wall rock are present. All of the mica observed is small, but are cracked, ruby colored, hard, and some contains greenish or brown stains. There is little possibility that a worthwhile deposit of strategic mica occurs, thus assistance should not be granted.

Near the crest of a low ridge 200 yards northwest of the Anderson' residence, another pegmatite has been mined. Several shallow pits and one caved drift occur at this place. The pegmatite is poorly exposed, but appears to have a northwest strike, dipping steeply to the southwest. It is emplaced in granitized biotite gneiss. Where exposed the pegmatite is from 2 to 6 feet thick and contains a milky quartz core. All of the feldspar is kaolinized.

All mica found at this place is mineral stained and some is green in color. No strategic mica can be obtained.

May 13, 1953.

Kolten E. Teague, USGS

Lawrence E. Shirley, USBM

ab

FILE COPY
SURNAME:

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

600

Houk
Gilbridge
Johnson

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

Subject: Docket No. DMEA-2949 - Mica
B. F. Waldroop
Anderson Mine
Macon County, North Carolina

APR 21 1953

Dear Mr. Laurence:

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,

J.C. 4/21/53

George C. Stringer

Chairman, Operating Committee (JHB)

Approved:

(BHB)
Member, Bureau of Mines

(JHB)
Member, Geological Survey

Enclosures 4

LGHouk:gad 4/17/53
Copy to: Admr. R. File
Operating Committee
Docket File
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

APR 21 1953

Mr. B. F. Waldroop
Route 1
Franklin, North Carolina

Re: Docket No. DMEA-2949 - Mica
Anderson Mine
Macon County, North Carolina

Dear Mr. Waldroop:

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. Lawrence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination, should he deem it necessary.

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. Mittondorf (for) J. C. 4/21/53

Administrator

LGHouk:gad 4/17/53

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

B. F. WALDROOP ROUTE 1 FRANKLIN, N.C. DOCKET DMEA-2949

MICA
ANDERSON MINE
MACON COUNTY

4/14/53 SUPPLEMENT TO MF-103 (3/24/53)

ANSWERS TO QUESTION 6, AS PER LETTER, 4/7/53, FROM MR. L. HOUK, CHIEF, NONMETALLIC MINERALS DIVISION.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 16 1953

60' SHAFT, 50' DRIFT. WILL BE WORKED IN TWO (2) SHIFTS, REQUIRING 60 WORK DAYS.

(a)	Bulldozearea where shaft will be sunk; 32 hrs. @ $10.00 per hr. (D-6)	$320.00	$ 320.00
(b)	Supervisor, 60 days @ $15.00 per day	900.00	
	2 working foremen, 60 days @ $10.00 each	1200.00	
	4 miners & muckers, 60 days @ $8.00 each	1920.00	4,020.00
(c)	Hand Tools, wheelbarrow, picks, shovels. axe, saws, hammers, level, square, etc.	100.00	
	Gasoline & Oil	375.00	
	40 cases explosives (dynamite) @ $13.50	540.00	
	Exploders	75.00	
	Blasting Machine	75.00	
	20 pcs. Steel Rods (average $6.00)	120.00	
	1000 Timken Bits	420.00	1,705.00
(d)	Rental, Hoist, Compressor & Jackhammer 3 months @ $200.00 per month	600.00	600.00
(e)	None.		
(f)	Erection, Tool & Storage House, 10' x 16'	275.00	
	Timber for shaft	450.00	725.00
(g)	Payroll Taxes, etc.	60.00	
	Compensation & Liability Insurance	450.00	
	Accounting	60.00	570.00
(h)	Breakage, Blacksmith Work, etc.	300.00	300.00
	TOTAL ESTIMATED COST.		$ 8,240.00

- - - - -

FILE COPY
SURNAME:

Houk

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

600

APR 7 1953

Mr. B. F. Waldroop
Route 1
Franklin, North Carolina

Re: Docket No. DMEA-2949 - Mica
Anderson Mine
Macon County, North Carolina

Dear Mr. Waldroop:

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

J.C. 4/7/53

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

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-2949, Mica, Anderson Mine,
Macon County, North Carolina

Geological Survey (Professional Paper 225, p. 48) tested 21 pieces of mica from subject mine to be 100 percent of E-1 capacitor quality and color was classed as cinnamon brown, generally acceptable as ruby mica. On the basis of this fact, a field team investigation is recommended.

W. F. Dietrich
(sgd)

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-2949 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: B. F. Waldroop, Route 1, Franklin, North Carolina
Name of property: Anderson mine.
Location of property: 12 miles NW of Franklin, Macon County, North Carolina.
Estimated cost of project: No estimate given.
Summary of applicant's proposal:
60 foot shaft
50 feet of drifting
Source of information in applicant's property:
None. An Anderson mine in Macon County is described in Jahns' unpublished professional paper on Blue Ridge pegmatites but it is a different property.
Comments:
1. The only workings are a few pits in at least two different places on the property.
2. Evidently this is a raw prospect. Like so many other applications from Franklin, this contain virtually no evidence that a significant deposit may be found. I hope the pits on this property are adequate to permit the field team to evalute the deposits.
Recommendation:
Field Team examination.

J. J. Norton

March 26, 1953

Mr. B. F. Waldroop
Route 1
Franklin, N. C.

DMEA-2949
Subject: Exploration Assistance
Re: Anderson Mine

My dear Mr. Waldroop:

The receipt of your application dated March 24, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2949 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2949 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
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Minerals Administration
RECEIVED
MAR 26 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-2949
Metal or Mineral
Date Received 3-26-53
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:

B. F. WALDROOP
ROUTE 1
FRANKLIN, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING the lands located in Macon County, North Carolina, conveyed by deed dated July 27, 1920, from R. A. Anderson et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County, in Book O-4 at page 356.

(*b*) State any mine name by which the property is known. ANDERSON 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 & OWNERS' CONSENT TO LIEN (6) 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]te the mineral or minerals for which you wi[redacted] explore STRATEGIC RUBY MICA

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

(*c*) The work will start within ..... 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 24th, 1953

B. F. Waldroop
(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

ANDERSON MINE
MACON COUNTY

4. It had been known for years that a deposit of mica rested in this property because of the many pegmatite signs appearing over a large area; and also because the land is on the same lead from which other mines have been profitably operated. Several shallow pits have been opened in the past few years, by hand, but practically no operation occurred until recently.

About 5 months ago the owner permitted a local miner to dig a few pits - to depths of 15 feet - near the top of hill. Vein, made up of quartz, flint, etc., has been exposed to about 7 feet wide. Sales, from a few days working, were made to Asheville Mica Company for approximately $550.00. None of the material was timmed for sale to government stockpile because this miner was called to military service.

One month ago applicant bulldozed a cut in back of house - 30' long, 15' wide and 12' deep. From this area about 750 pounds of block mica has been recovered; sheeting to 3" x 5". No sales from this section have been made but samples have been sent to the Spruce Pine Depot and are acceptable for stockpiling. The material is hygrade RUBY, hard, flat and clear.

Work done thus far has disclosed the fact that the main mica shoot lies below the top of hill and exploration is desired to release the reserves.

Mine is readily accessible for examination, 12 miles northwest of Franklin; 10 miles west on State Highway 64 to Cartoogachaye Baptist Church, north across bridge then north west for 2 miles on Dills Road, Anderson Road and Burt Gap Road. Sufficient manpower, etc, are available.

5. Proposed work will consist of a 60 foot shaft, somewhat below top of hill, followed with 50 feet of drifting.

Work will start upon signing of contract and will be completed in 30 days.

Applicant has mined for over 25 years in this area and is thoroughly familiar with all procedures connected therewith. He will do this work.

6. Since it is expected approval will be on the basis of a footage contract, applicant can agree with Field Team, as to prices, at time of examination.

- - - -

MACON COUNTY

NORTH CAROLINA

THIS LEASE AGREEMENT, Made and entered into this 23rd day of March, 1952, by and between GEORGE ANDERSON, MAUD ANDERSON of Macon County, North Carolina, parties of the first part, hereinafter referred to as LESSORS, and B. F. WALDROOP, of Macon County, North Carolina, party of the second part, hereinafter referred to as LESSEE,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth, said Lessors have let and leased unto said Lessee, his heirs and assigns the exclusive right and privilege to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, consisting of 63 acres, more or less, described as follows:

> BEING the lands located in Macon County, N. C., conveyed by deed dated July 27, 1920 from R. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book O-4 at page 356.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a terms of five years (5) from date hereof; however, it is mutually agreed, upon compliance with its terms and conditions, same shall be extended from year to year thereafter.
2. As rental or royalty, Lessee, his heirs and assigns, shall pay to Lessors a sum equal to ten (10%) percent of the selling price of sheet and block mica, One Dollar ($1.00) per ton on scrap mica and the usual royalty on all other minerals mined and sold from said property. Said royalties shall be paid on or before the 20th day of each calendar month following the production, sale and receipt of the sale price thereof. The said Lessee shall keep and make available to said Lessors an accurate record of all sales of all minerals from this property.

3. Lessee will do no mining within an area of 50 feet surrounding swelling of Lessors without their written permission.

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

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

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

_____(SEAL)

_____(SEAL)

_____(SEAL)

NORTH CAROLINA
MACON COUNTY

The execution of the foregoing instrument was this day acknowledged befofe me by George Anderson, Maud Anderson and B. F. Waldroop for the purposes therein expressed.

WITNESS my hand and Notarial seal this, the 23rd day of March, 1952.

(SEAL)

_____
Notary Public

My Commission Expires: June 13, 1954.

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands located in Macon County, North Carolina, conveyed by deed dated July 27, 1920, from R. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book D-4 at page 356.

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/ B. F. WALDROOP

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/$ 7,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 23rd day of March, 1953.

Geo Anderson [Seal]

M and Anderson [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__.

Geo Anderson [Seal]

Maud Anderson [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__.

Geo Anderson [Seal]

Maud Anderson [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/

DEED the lands located in Macon County, North Carolina, conveyed by deed dated July 27, 1920, from R. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book O-4 at page 356.

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/ R. P. [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/$ 7,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 23rd day of March, 1953.

Geo Anderson [Seal]

Maud Anderson [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 the lands located in Macon County, North Carolina, conveyed by deed dated July 27, 1920, from R. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book O-4 at page 356.

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/ B. F. WALDROOP

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/$ 7,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 23rd day of March, 1953.

Geo Anderson [Seal]

Maud Anderson [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/

All the land located in Macon County, North Carolina, conveyed by deed dated July 27, 1939, from B. A. Anderson, et al, to George Anderson and recorded in the office of the Register of Deeds for Macon County in Book [illegible] at page 33.

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/ D. F. [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 22nd day of March, 195[illegible].

Geo Anderson [Seal]

Maud Anderson [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.)

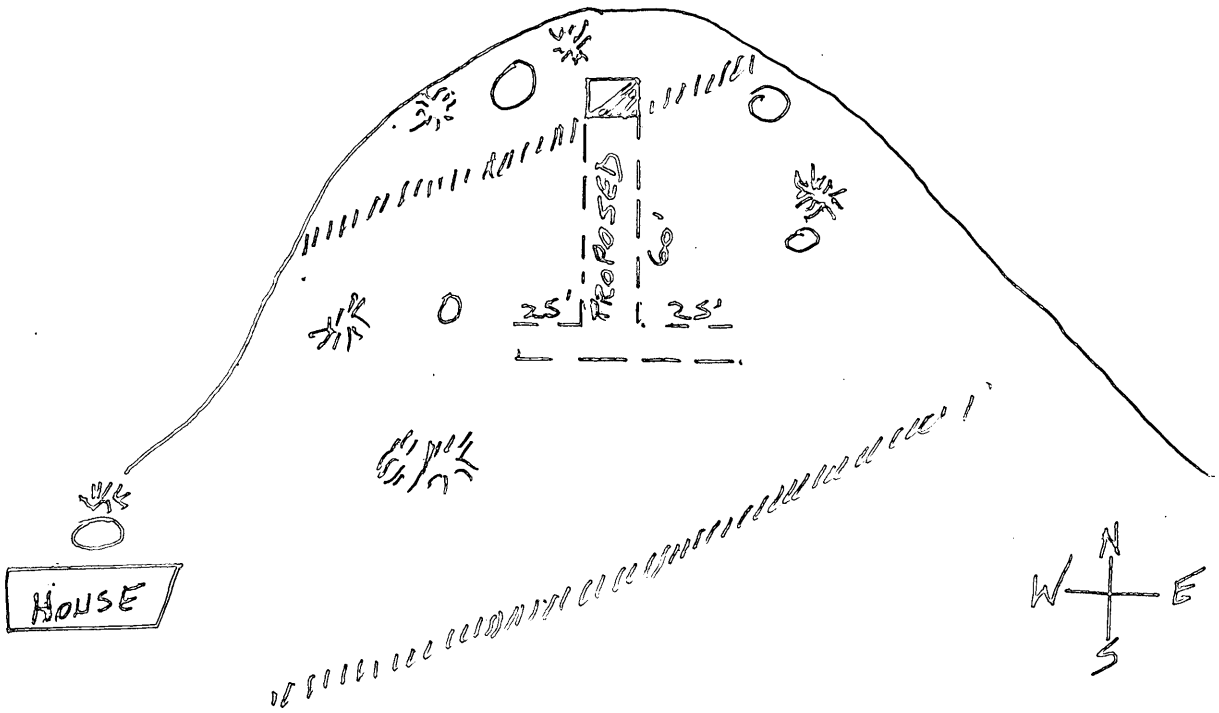
(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is 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-103 B. F. WALDROOP ROUTE 1 FRANKLIN, N.C. - MICA -
ANDERSON MINE
MACON COUNTY



— PEGMATITE + OUTCROPS

O — OLD SHALLOW PITS

— PROPOSED SHAFT

Amca 2949