DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2969

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

CYS TO USBM, USGS, AND REGION VII

To:	Code 600	Date	4/3/53
To:	Feitler	Date	4/6/53
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DO NOT DETACH

CONTROLLED DOCUMENT

600

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMMA-2969 - Mica
Applicant: A. W. Reid
Franklin, North Carolina
Property: Scott Mine
Macon County, North Carolina
Amount applied for: Not stated

Closing Letter: Denial of application attached.

Docket Summary:

Note:	Docket DMA 843, Franklin Developers, on the above mine was denied after a field examin June 29, 1951.
4/2/53	Application received. Proposes 150 foot adit to intersect vein below bottom of shallow shaft.
4/6/53	Memo from Region VII. Denial recommended.
4/13/53	Memo from USGS recommends denial.
4/30/53	Memo from USBM recommends review by Field Team. (see 4/6/53 above)
5/20/53	Denial letter prepared.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 5/21/53

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

DMMA-2969(843)
Mica
Region VII F

REID AND DAUER, FRANKLIN, NORTH CAROLINA. Scott Mine, Macon County, North Carolina.
Letter to the applicant denying the application.

5-22-53
No. 219

(AD)

MAY 25 1953

Mr. Andrew [illegible] Reid
[illegible] Box [illegible]
Franklin, North Carolina

Re: Docket No. [illegible] - Ing
[illegible] Mt.
Macon County, North Carolina

Dear Mr. Reid:

Your application for aid for an exploration project and other data available to us [illegible] concerning the subject mine have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in the judgment, show definite promise of yielding materials of tech[illegible] quantities that will significantly improve the mineral supply situation for the national stockpile program.

Careful study of all our information on your mine indicates to us that the probability of finding [illegible] 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 declined.

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

Sincerely yours,

C. O. Mittendorf

Administrator

[illegible]

Copy to: [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

FILE COPY
SURNAME:

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

Feitler
Houk
Martin
Kimball
Hedges
Johnson

MAY 25 1953

Mr. Andrew W. Reid
P. O. Box 489
Franklin, North Carolina

Re: Docket No. DMEA-2969 - Miss
Scott Mine
Macon County, North Carolina

Dear Mr. Reid:

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

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

SAFeitler:fls 5/21/53

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

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

May 21, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2969 - Mica
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Franklin, North Carolina
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5/20/53	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 21, 1953

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To: Administrator

From: Nonmetallic Minerals Division

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Stanley A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Feitler
Houk
Martin

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

May 21, 1953

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Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:fls 5/21/53

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

Res. 7 - either

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

April 30, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2969, Scott Mine
Franklin, North Carolina

The field team has recommended a denial of an exploration program on subject mine under Docket 843X on June 1951. It is recommended that the field team be requested to evaluate the new proposed program to ascertain if an exploration program is justified at this time.

W. F. Dietrich

W. F. Dietrich

See memo from Reg. VII re this application

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

April 30, 1953

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Signed

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

Mr. Fitter

April 13, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 14 1953

Memorandum

REVIEW OF APPLICATION DMEA-2969 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: Basil G. Dean, U. S. Geological Survey.
Applicant: Andrew W. Reid and Phillip Dauer, P. O. Box 489, Franklin, North Carolina.
Name of property: Scott mine (B. H. Scott mine?).
Location of property: About 6 miles northeast of Franklin, Macon County, North Carolina. Map shows mine at end of Coon Creek Road one mile north of its intersection with State Highway 23.
Estimated cost of project: None given.
Summary of applicant's proposal: 150-foot adit.
Sources of information on applicant's property:

(1) Jahns, R. H., Unpublished professional paper on mica deposits of the Blue Ridge province, North Carolina and Georgia, contains a description of the B. H. Scott mine which apparently is the Scott mine of applicants.
(2) Colonial Mica Corporation purchase records.

Comments:

Jahns says most of the mica is small and is "not ... very abundant" in the B. H. Scott mine.

This was covered by a Field Team report June 19-21, 1951, DMA-843 X, with denial.

The same owners resubmit the same plan under DMEA-2969.

RECOMMENDATION:

Denial of a field examination.

The owners indicate no development to change the 1951 picture. New names in the field and in this office have not altered the situation at the Scott mine.

Basil G. Dean

Basil G. Dean

J M Favreau

IN REPLY REFER TO:
G-MD-CNM

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

April 13, 1953

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BGDean:lmc
Copy to: Director's Reading
Branch Reading
DMEA (3)
Mr. Dean, G-228

Basil G. Dean

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 2 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 - 2969
Metal or Mineral
Date Received 4-2-53
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:

ANDREW W. REID & PHILLIP DAUER
P. O. BOX 489
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

(*b*) State any mine name by which the property is known. * SCOTT MINE *

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise
OWNER

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

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

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

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

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

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

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

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

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

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

(*c*) The work will start within ..... 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 23rd, 1953

ANDREW W. REID & PHILLIP DAUER
(Applicant)

By Andrew W. Reid
General Partner

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 ANDREW W. REID & PHILLIP DAUER P.O.BOX 489 FRANKLIN, N.C.

- MICA - SCOTT MINE MACON COUNTY, N.C.

1. PARTNERSHIP: ANDREW W. REID P.O.BOX 489 FRANKLIN, N.C.
PHILLIP DAUER 420 MILL RD. HAMILTON, OHIO

3. Prior to August 14, 1951, title to mineral rights and mining privileges were in the name of Andrew W. Reid. On that date he executed a deed for one third (1/3) interest to Phillip Dauer and a deed for like interest to Frank Siersma. Subsequently Frank Siersma entered into an agreement to accept $5,000.00 for his interest; payable at the rate of 5% of sales. Copy of this agreement is attached. (Siersma deed was recorded in the office of the Register of Deeds for Macon County, N. C., in Book Z-5 at page 496.

Six (6) copies of Owner's Consent to Lien, by Frank Siersma, are attached.

There are no other encumbrances on the land.

4. The mine was opened in 1940 and worked at times until 1944; by shaft and cuts to about 45 feet. Their sales to Colonial Mica Corporation exceeded $7,500.00. Blocks of strategic ruby mica, weighing up to 85 pounds, were recovered; sheeting to 6" x 8".

In 1951, A. W. Reid dozed a cut around old shaft, 20' wide, 100' long; cleaned out the old shaft and continued to a depth of 60 feet, then extended 12 feet into vein and crosscut it about 10 feet each way. At this depth the vein was exposed 8 feet wide and 20 feet long; consisting of quartz, feldspar and block mica. This was previous to present mica buying program and prices were then to low to continue. Recoveries at the time resulted in sales of nearly $500.00.

Mine is accessible for examination. Supplies, etc., are available.

5. It is proposed to construct a tunnel, 150 feet, into the vein at a point about 50 feet below shaft bottom. The area is soft and the tunnel will aid in drainage as well as reaching the vein proper for large production.

Work can be started upon signing of contract and completed in 30 days.

A. W. Reid will supervise the operation. He has mined in this district for more than 30 years and is thoroughly familiar with all phases of mica mining, sheeting, processing, etc.

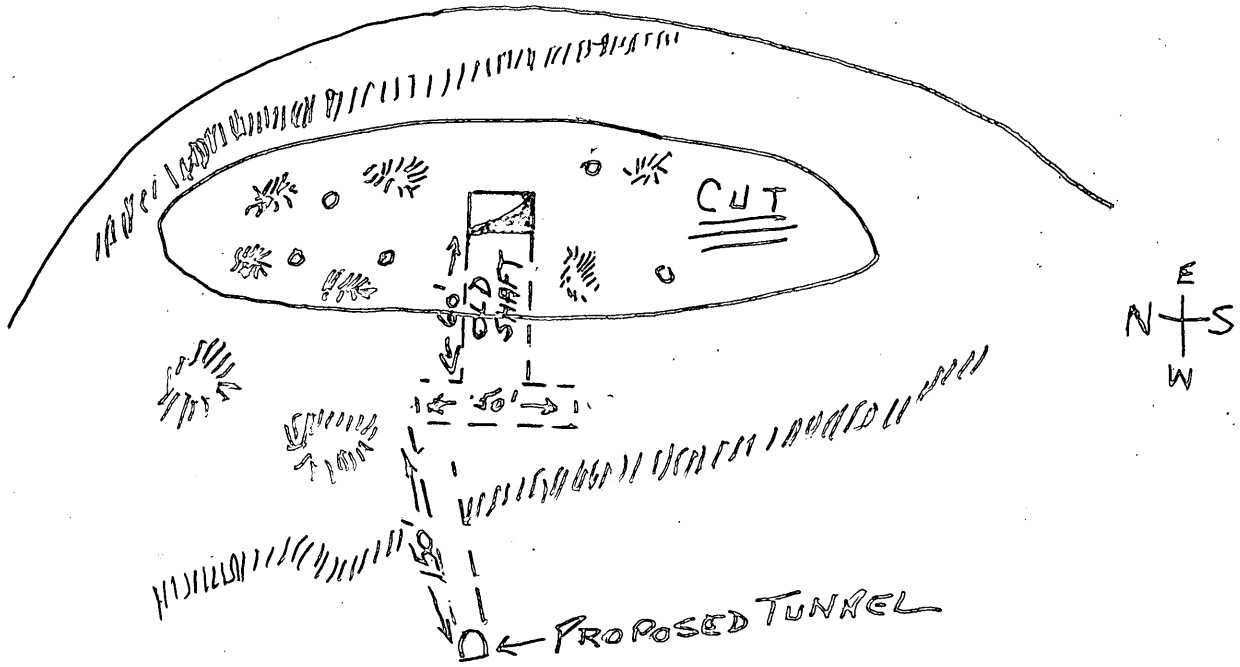
It is considered the Field Team will recommend the work be done on a footage basis contract. Cost for same can be agreed upon between them and operator at time of examination.

Any work required to be done, in addition to tunnel construction, will be borne by operator.

- - - -

MF-193 ANDREW W. REID & PHILLIP DAUER P.O.BOX 489 FRANKLIN, N.C.

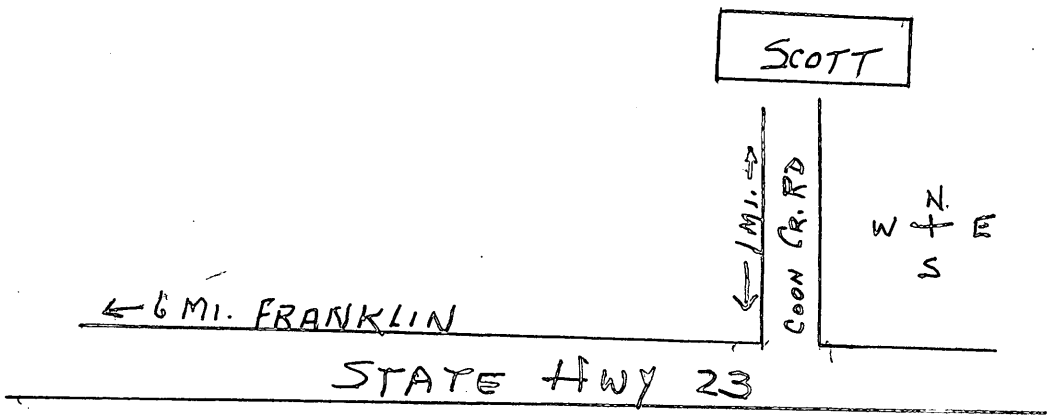
- MICA - SCOTT MINE MACON COUNTY, N.C.



PEGMATITE AREA & OUTCROPS

OLD WORKINGS

SHAFT CONSTRUCTED BY A.W. REID - 1951.



NORTH CAROLINA
MACON COUNTY

THIS AGREEMENT, Made and entered into this the 12th day of September, 1951, by and between FRANK T. SIERSMA, party of the first part, and A. W. REID, party of the second part, both parties of Macon County, North Carolina,

WITNESSETH: That for and in consideration of the covenants and agreements to be done and performed by the party of the second part, the party of the of the first part has agreed to sell and convey, and by these presents does agree to sell and convey unto the party of the second part, his heirs or assigns a one third (1/3rd) undivided interest in and to the following described property, upon the following terms and conditions:

Being an undivided one third (1/3rd) interest in and to theminerals, ores, metals, stones, clays, rights and easements described in and conveyed by that certain deed from A. W. Reid to Frank T. Siersma, dated June 30, 1951, and recorded in the office of the Register of Deeds of Macon County, North Carolina in Deed Book Z-5, page 496.

THE TERMS AND CONDITIONS OF THIS SALE ARE AS FOLLOWS:

1. The total purchase price to be paid for said property is the sum of FIVE THOUSAND ($5000.00) DOLLARS.

2. The party of the second part agrees to pay unto the party of the first part, on or before the 15th day of each calendar month, five per cent (5%) of the amounty of the gross sales of mineral products from said property during the preceding calendar month, which payment shall be applied upon the purchase price of said property, as above set forth. Such payments shall continue and be paid, as aforsaid, until the total purchase price has been paid. ?The party of the second part shall, however, have the right, at any time, to pay any balance of the purchase price outstanding as of the date of said payment.

3. When the party of the second part, his heirs or assigns, shall have paid unto the party of the first part the total purchase price for the property aforesaid, then, and at such time, the party of the first part, for himself, his heirs and assigns, covenant and agrees to make, execute and deliver to the party of the second part, his heirs and assigns, a deed conveying title to said property.

4. The party of the second part agrees to maintain a complete and accurate account of all sales of mineral products from said property, which record and account shall be open to the party of the first part, and his representatives, at any time. The party of the second part further agrees that at the time when he shall make payments, as above referred to, that he will deliver and furnish unto the party of the first part a certified statement of sales of mineral products from said property during the preceding calendar month.

5. The party of the second part further agrees that if the sheet mica mine on said property shall cease and fail to be operated for a term of six (6) months, then, and in such event, the party of the first part shall have the right to enter said premises, take possession of said property and operate same, upon the dondition that he shall pay unto the party of the second part the sum of five percent (5%) of gross sales of mineral products sold from said property during the period of his operation, which payments will be made monthly.

- - - - - - -

June 21, 1951

DMA-843X, Hubert Scott Prospect, Macon County, N. C.
Franklin Developers, Inc., applicant

This prospect is located in the headwater region of Coon Creek (Green Creek quadrangle) at about 3200 feet altitude, 0.5 miles S. 70 W. airline from Flowers Gap and 0.8 miles southwest of Rocky Face Knob. It is not mentioned in N. C. Bull. 49.

Pegmatite is exposed in a north-trending adit 5 feet above the collar of a vertical shaft 30 feet deep, and also in stub drift north from the bottom of the shaft. The pegmatite strikes north, and, about 20 feet of strike-length is exposed in the adit and about 10 feet in the drift. Although the shaft is only 5 to 10 feet from the exposures in both adit and drift, no pegmatite was encountered in the shaft; thus the southern boundary of the pegmatite is essentially vertical for at least 35 feet. The pegmatite pinches out in several stringers a foot or less wide in the upper part of the adit several feet below the ground surface. At the bottom of the shaft it appears to widen abruptly to a width of at least 8 feet.

The adit and shaft were dug by Hubert Scott and his brother or other relatives about at the end of the war, according to A. W. Reid, present operator. Recent work by Reid consists of a large bulldozer cut 15 feet deep which includes the upper part of the shaft, and reopening the shaft, which was about completed at the time of the team's visit.

Most of the pegmatite visible in the adit consisted of massive quartz with some scrap mica showing around the edges. No mica could be seen in the exposures in the drift, but these could not be actually reached as the last 10 feet of the drift was still flooded.

The applicant's proposal to drive a tunnel to the pegmatite somewhat below the bottom of the shaft and somewhat to the north may be the only feasible

way of exploring the pegmatite. However, the present indications of the presence of sheet mica do not seem sufficient to justify so expensive a method of exploration. It is recommended that the application be denied.

DMA 843
mica

UNITED STATES
DEPARTMENT OF THE INTERIOR

OSCAR L. CHAPMAN, SECRETARY

DEFENSE MINERALS ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMA-843X, Hubert Scott Prospect, Macon County, North Carolina

By

J. B. Hadley
U. S. Geological Survey

W. A. Beck and A. L. Payton
U. S. Bureau of Mines

June 19-21, 1951

DMA-843X

MICA

CROSS REFERENCE SHEET

FROM: J. J. NORTON

TO: JAMES A. BARR

DATE: MAY 29, 1951

FILED: See DMA-238 Mica

SUBJECT: Mica applications DMA-238, 623, 843, 1140X and 1141X from Franklin Developers, Inc., and associated companies, Franklin, North Carolina.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 8 1953

April 6, 1953

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Executive Officer, DMEA, Region VII

Subject: DMEA-2969, Scott Mine (mica), Macon County, North Carolina
A. W. Reid and Philip Dauer, applicants

Reference is made to the subject application, copy of which was received from Mr. Adams this morning.

This appears to be the same Scott mine as the one applied for in DMA-843X, which was denied on June 29, 1951 (see letter of that date from Tom Lyon to Franklin Developers, Inc.). Furthermore, the present proposal seems to be identical to the one which was denied in 1951. Neither Mr. Beck, Mr. Teague, nor I see any reason for re-considering this application now.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region VII

Reviewer Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Room 13, Post Office Building
Knoxville 2, Tennessee

C O P Y

C O P Y

April 6, 1953

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Executive Officer, DMEA, Region VII

Subject: DMEA-2969, Scott Mine (mica), Macon County, North Carolina
A. W. Reid and Philip Dauer, applicants

Reference is made to the subject application, copy of which was received from Mr. Adams this morning.

This appears to be the same Scott mine as the one applied for in DMA-843X, which was denied on June 29, 1951 (see letter of that date from Tom Lyon to Franklin Developers, Inc.). Furthermore, the present proposal seems to be identical to the one which was denied in 1951. Neither Mr. Beck, Mr. Teague, nor I see any reason for re-considering this application now.

/s/ Robert A. Laurence
Robert A. Laurence
Exeuctive Officer, DMEA
Region VII

April 3, 1953

Mr. Andrew W. Reid
P. O. Box 489
Franklin, N. C.

Subject: DMEA-2969
Re: Exploration Assistance
Scott Mine

My dear Mr. Reid:

The receipt of your application dated March 23, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2969 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2969 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.
Budget Bureau No. 42-R1035.2.

Department of the Interior
Defense Minerals Administration
RECEIVED
APR 2 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-2969
Metal or Mineral
Date Received 4-2-53
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:

ANDREW W. REID & PHILLIP DAUER
P. O. BOX 489
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

(*b*) State any mine name by which the property is known. * SCOTT MINE *

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise
OWNER

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

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

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

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

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

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

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

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

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

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

(*c*) The work will start within ..... 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 23rd, 1953

ANDREW W. REID & PHILLIP DAUER
(Applicant)

By Andrew W. Reid
General Partner

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 ANDREW W. REID & PHILLIP DAUER P.O.BOX 489 FRANKLIN, N.C.

- MICA - SCOTT MINE MACON COUNTY, N.C.

1. PARTNERSHIP: ANDREW W. REID P.O.BOX 489 FRANKLIN, N.C.
PHILLIP DAUER 420 MILL RD. HAMILTON, OHIO

3. Prior to August 14, 1951, title to mineral rights and mining privileges were in the name of Andrew W. Reid. On that date he executed a deed for one third (1/3) interest to Phillip Dauer and a deed for like interest to Frank Siersma. Subsequently Frank Siersma entered into an agreement to accept $5,000.00 for his interest; payable at the rate of 5% of sales. Copy of this agreement is attached. (Siersma deed was recorded in the office of the Register of Deeds for Macon County, N. C., in Book Z-5 at page 496.

Six (6) copies of Owner's Consent to Lien, by Frank Siersma, are attached.

There are no other encumbrances on the land.

4. The mine was opened in 1940 and worked at times until 1944; by shaft and cuts to about 45 feet. Their sales to Colonial Mica Corporation exceeded $7,500.00. Blocks of strategic ruby mica, weighing up to 85 pounds, were recovered; sheeting to 6" x 8".

In 1951, A. W. Reid dozed a cut around old shaft, 20' wide, 100' long; cleaned out the old shaft and continued to a depth of 60 feet, then extended 12 feet into vein and crosscut it about 10 feet each way. At this depth the vein was exposed 8 feet wide and 20 feet long; consisting of quartz, feldspar and block mica. This was previous to present mica buying program and prices were then to low to continue. Recoveries at the time resulted in sales of nearly $500.00.

Mine is accessible for examination. Supplies, etc., are available.

5. It is proposed to construct a tunnel, 150 feet, into the vein at a point about 50 feet below shaft bottom. The area is soft and the tunnel will aid in drainage as well as reaching the vein proper for large production.

Work can be started upon signing of contract and completed in 30 days.

A. W. Reid will supervise the operation. He has mined in this district for more than 30 years and is thoroughly familiar with all phases of mica mining, sheeting, processing, etc.

It is considered the Field Team will recommend the work be done on a footage basis contract. Cost for same can be agreed upon between them and operator at time of examination.

Any work required to be done, in addition to tunnel construction, will be borne by operator.

0 - - - 0

NORTH CAROLINA
MACON COUNTY

THIS AGREEMENT, Made and entered into this the 12th day of September, 1951, by and between FRANK T. SIERSMA, party of the first part, and A. W. REID, party of the second part, both parties of Macon County, North Carolina,

WITNESSETH: That for and in consideration of the covenants and agreements to be done and performed by the party of the second part, the party of the of the first part has agreed to sell and convey, and by these presents does agree to sell and convey unto the party of the second part, his heirs or assigns a one third (1/3rd) undivided interest in and to the following described property, upon the following terms and conditions:

Being an undivided one third (1/3rd) interest in and to theminerals, ores, metals, stones, clays, rights and easements described in and conveyed by that certain deed from A. W. Reid to Frank T. Sierama, dated June 30, 1951, and recorded in the office of the Register of Deeds of Macon County, North Carolina in Deed Book Z-5, page 496.

THE TERMS AND CONDITIONS OF THIS SALE ARE AS FOLLOWS:

1. The total purchase price to be paid for said property is the sum of FIVE THOUSAND ($5000.00) DOLLARS.

2. The party of the second part agrees to pay unto the party of the first part, on or before the 15th day of each calendar month, five per cent (5%) of the amounty of the gross sales of mineral products from said property during the preceding calendar month, which payment shall be applied upon the purchase price of said property, as above set forth. Such payments shall continue and be paid, as aforsaid, until the total purchase price has been paid. ?The party of the second part shall, however, have the right, at any time, to pay any balance of the purchase price outstanding as of the date of said payment.

3. When the party of the second part, his heirs or assigns, shall have paid unto the party of the first part the total purchase price for the property aforesaid, them, and at such time, the party of the first part, for himself, his heirs and assigns, covenant and agrees to make, execute and deliver to the party of the second part, his heirs and assigns, a deed conveying title to said property.

4. The party of the second part agrees to maintain a complete and accurate account of all sales of mineral products from said property, which record and account shall be open to the party of the first part, and his representatives, at any time. The party of the second part further agrees that at the time when he shall make payments, as above referred to, that he will deliver and furnish unto the party of the first part a certified statement of sales of mineral products from said property during the preceding calendar month.

5. The party of the second part further agrees that if the sheet mica mine on said property shall cease and fail to be operated for a term of six (6) months, then, and in such event, the party of the first part shall have the right to enter said premises, take possession of said property and operate same, upon the dondition that he shall pay unto the party of the second part the sum of five percent (5%) of gross sales of mineral products sold from said property during the period of his operation, which payments will be made monthly.

- - - - - - -

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 October 17, 1950 from B. H. Scott, et al, to A. W. Reid and recorded in the office of the Register of Deeds for Macon County in Book X-5 at page 560

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/ ANDREW W. REID & PHILLIP DAUER

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 7,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 23 day of March, 1952.

_____ [Seal]

Frank Sirsma [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.

MAR 2 1959
RECEIVED
Bureau Mines Administration
DEPARTMENT OF THE INTERIOR

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/

~~[illegible] the lands located in Macon County, North Carolina, conveyed by deed dated October 17, 1950 from D. T. Scott, et al, to A. [illegible] and recorded in the office of the Register of Deeds for Macon County in Book [illegible] at page [illegible].~~

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ [illegible]

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 1,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 23 day of March, 1953.

_____ [Seal]

Grace Sessoms [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.)

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

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

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

APR 2 1953
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of ~~North Carolina~~, County of ~~Macon~~, described as follows:1/

~~NOW the lands located in Macon County, North Carolina, conveyed by deed dated October 17, 1950 from D. E. Scott, et al, to A. W. Reid and recorded in the office of the Register of Deeds for Macon County in Book 3-5 at page 500~~

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/ ~~ARNOLD W. REID & WIFEMAY DRIVER~~

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 7,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 23 day of March, 1953.

_____ [Seal]

Mark Dressler [Seal]

_____ [Seal]

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

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

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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APR 2 1953

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible]

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ [illegible]

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 7,500.— , 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 23 day of March, 1953.

_____ [Seal]

Frank Demma [Seal]

_____ [Seal]

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

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

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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APR 2 1953

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, 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/$ 7,500.~, 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 22 day of March, 195 3.

_____ [Seal]

David Sierra [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.

APR 2 1953
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Defense Minerals Administration
DEPARTMENT OF THE INTERIOR

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 October 17, 1950 from B. H. Scott, et al, to A. W. Reid and recorded in the office of the Register of Deeds for Macon County in Book X-5 at page 560

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/ ANDREW W. REID & PHILLIP DAUER

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 7,500.=, 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.

_____ [Seal]

Frank Dessaud [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.

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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

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(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.

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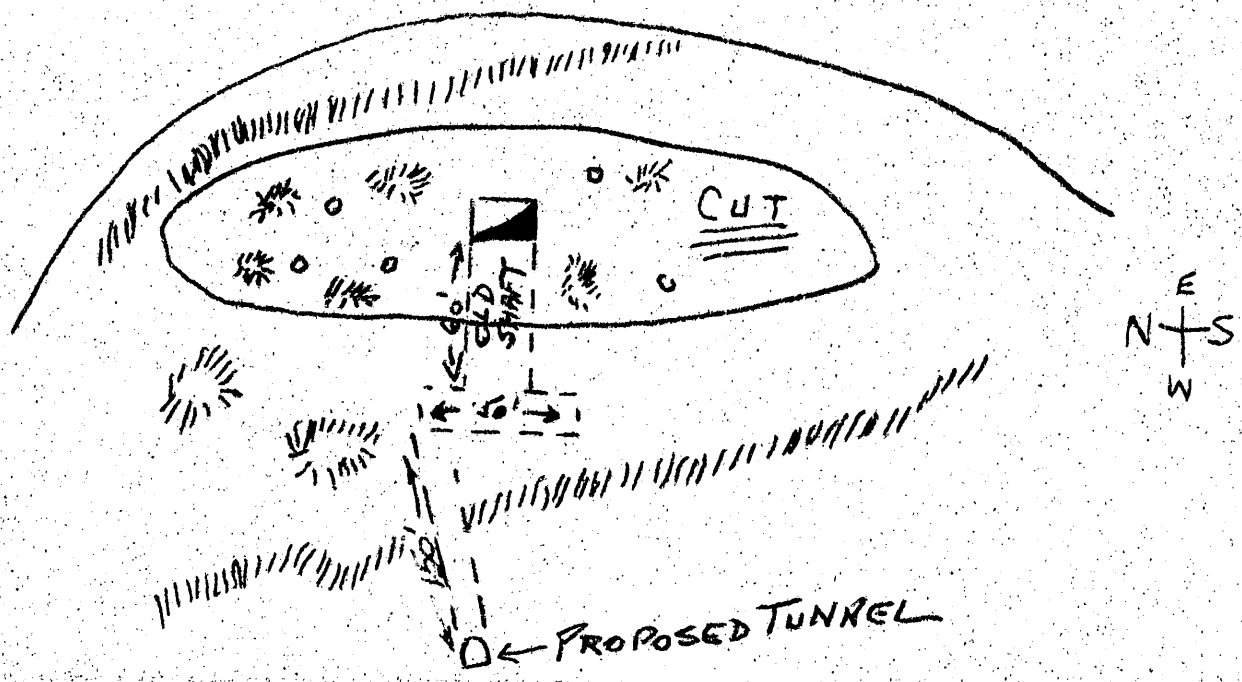
MF-193 ANDREW W. REID & PHILLIP DAUER P.O.BOX 489 FRANKLIN, N.C.

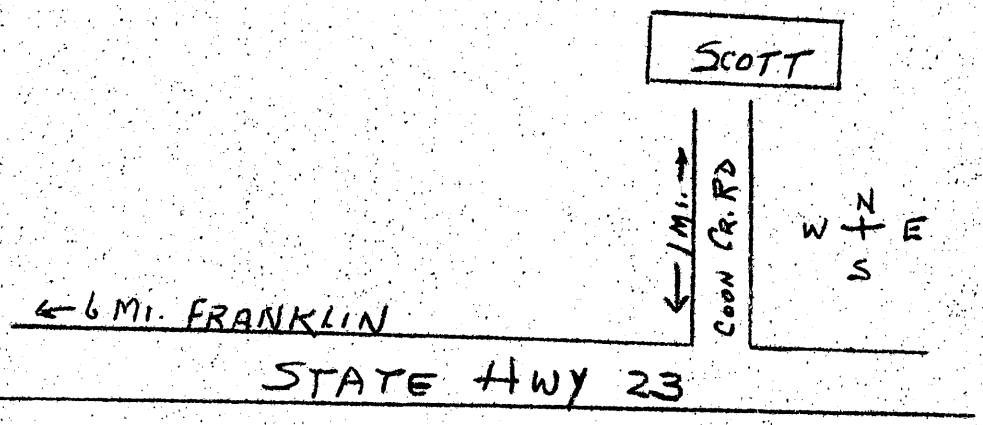
- MICA - SCOTT MINE MACON COUNTY, N.C.



PEGMATITE AREA & OUTCROPS

o OLD WORKINGS

SHAFT CONSTRUCTED BY A.W. REID - 1951.



DMEA-2969

A. W. REID
BOX 489
FRANKLIN
NORTH CAROLINA

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

1 copy of map enclosed