DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3736

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.

Cys to USBM and USGS
This document has been recorded as

Exploration

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

To:	600	Date	3/25/55
To:	Anderson	Date	4/4/55
To:	Oper Com	Date	4-7-55
To:	Oper Com	Date	5-23-55
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CONTROLLED DOCUMENT

Docket Copy
Surname:
Anderson
Houk
Talbert
Hedges
Kiilsgaard
Selfridge
Johnson

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

MAY 24 1955

Penland & Angel
Box 91
Franklin, North Carolina

Re: Docket No. DMEA-3736 - Mica
Penland & Angel
Penland Mine
Macon County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property 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 indicates to us that the probability of disclosing significant reserves of mica 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

WCAnderson:gad 5/10/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

R.C.h.

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

May 19, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3736 (mica)

Applicant: Lawrence S. Penland and Richard C. Angel

Name and Location of Property: Penland Mine
Macon County, North Carolina

Date of Field Team Report: 4-18-55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5-18-55

Field Team Recommendation:

1. Denial of application.

Comments:

1. Trenching exposed a short, narrow pegmatite containing mostly nonstrategic mica.

Recommendation:

I concur with the field team recommendation of denial.

W. F. Dietrich

W. F. Dietrich

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

May 16, 1955

Memorandum

To: The Files

From: Walter C. Anderson, Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report

Docket No. DMEA-3736 - Mica
Lawrence S. Penland and Richard C. Angel
Penland Mine
Macon County, North Carolina

Denial of this application is recommended.

Mica - Mineral stained, poor quality, 90% non-strategic.

Pegmatite - Unzoned, emplaced in a fault zone, 2 feet thick by 30 feet long.

Old workings - Stripped 2 areas, one on the pegmatite 10 feet deep and 20 feet long.

Method of exploring - The applicants proposed a 60-foot shaft and 80 feet of drifting.

Economics - Very little previous production, about 400 pounds of block mica. 90% of mica is non-strategic quality and the pegmatite appears quite small. The DMEA and the commodity members from the Geological Survey and the Bureau of Mines concur in the Field Team's recommendation to deny the application

Walter C. Anderson
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

Defense Minerals Administration
RECEIVED
MAY 12 1955

May 10, 1955

Re: DMEA-3736
Penland & Angel
Penland Mine
Macon Co., N. C.
Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: R. D. Trace, U. S. Geological Survey

Subject: Review of Field Team report

I concur with the Field Team's recommendation of denial. The exposed mica is mostly of non-strategic quality, and the pegmatite appears to be rather small.

R. D. Trace

R. D. Trace

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

April 28, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Field Examination Reports: (mica)
DMEA-3734, R. E. Peterson & J. J. Emmert, Bakersville, N.C.
DMEA-3736, L. E. Penland & R. C. Angel, Franklin, N. C.

Transmitted are four copies each of the subject examination reports.

We concur in the recommendation for denial of these applications.

Robert A. Laurence

V. J. Lynch
Member, Bureau of Mines

RAL/sm
cc: Lynch
Shirley

Files

Reviewed by
DMEA OPERATING COMMITTEE
5-6-55

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-3736, PENLAND MINE
(mica)
Macon County, N. C.

BY

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

and

V. J. Lynch, Mining Engineer
U. S. Bureau of Mines

April 18, 1955

5-6-55

FIELD EXAMINATION REPORT
On
DMEA3736 (mica) PENLAND MINE

Applicants: Lawrence S. Penland and Richard C. Angel, Box 91, Franklin, N. C.

A thin pegmatite has been explored on this property. Although considerable mica has been recovered from the limited opening, all is mineral-stained and generally of poor quality. The Examiners recommend this application be denied, because most of the mica is of non-strategic quality.

The deposit was examined April 18, 1955. Messrs. Lawrence S. Penland and Richard C. Angel accompanied the examiners on the inspection which required three hours.

The Penland Mine is southwest of Nickajack Gap, 5 airline miles S. 30° E. of Franklin, Macon County, N. C. Access is possible at all times by jeep.

The applicants have stripped two areas at this place, one of which exposed pegmatite. They have made a cut 10 feet deep and 20 feet long on this pegmatite.

The pegmatite is exposed on strike for 30 feet. It probably is not much longer. Maximum thickness exposed is two feet. It strikes N. 10° E., dips vertically, and plunges 10-20° N. It is emplaced in a fault zone and has been displaced at numerous points by post-pegmatite movement, although the mica is not especially ruled. The pegmatite is composed of quartz, potash feldspar, soda feldspar, and mica. There is no apparent zoning. Mica appears to be scattered rather uniformally throughout the entire pegmatite.

The applicants have recovered approximately 1000 lbs. of mica from the openings. Sizes up to 10 inches across occur. The mica is hard and generally flat. It is dark green in color, some books are tied, and all are badly spotted. A small amount of strategic mica could be recovered from the deposit; however, it is estimated that 90 percent is non-strategic. Furthermore the pegmatite appears to be of limited extent.

From the above it is apparent that this deposit offers little promise of the discovery of a worthwhile deposit. Therefore, the examiners recommend that the application be denied.

Inspected: April 18, 1955.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey
and

V. J. Lynch, Mining Engineer
U. S. Bureau of Mines

Docket Copy
Surname:
Anderson
Houk
Kiilsgaard
Hodges
Selfridge
Johnson

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

600

APR 11 1955

Penland & Angel
Box 91
Franklin, North Carolina

Re: Docket No. DMEA-3736 - Mica
Penland & Angel
Penland Mine
Macon County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WCAnderson:gad 4/7/55
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

RCH

Docket Copy
Surname:
Anderson
Houk
Selfridge
K. Johnson

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

APR 11 1955

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

Subject: Docket No. DMEA-3736 - Mica
Penland & Angel
Penland Mine
Macon County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda from W. F. Dietrich of the Bureau of Mines, dated April 4, 1955, and from E. L. Newcomb of the Geological Survey, dated April 4, 1955, are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JB)

Approved:

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

Thor H. Kiilsgaard (JB)
Member, Geological Survey

Enclosures 4

W.C.Anderson:gad 4/6/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.G.H.

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR - 5 1955

April 4, 1955

Re: DMEA-3736
L. S. Penland and
R. C. Angel
(Penland Mine)
Macon Co., N. C.
$6,025 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of application

The applicant has proposed to explore a new pegmatite occurrence by sinking 60 feet of shaft and drifting 80 feet.

We do not have any information on this prospect in our files.

Although the application material does not fully justify the proposed work, it does indicate that this new prospect should be examined by the Field Team. It is possible that additional trenching will be needed before a shaft site can be properly located.

I recommend this application be referred to the Field Team for their review and an examination if they consider it is warranted.

E. L. Newcomb
E. L. Newcomb

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 5 1955

April 4, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3736 (mica)

Applicant: Penland and Angel

Name and Location of Property: Penland Mine
Macon County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fert. Mtls.: 3/28/55

Comments:

1. A four foot pegmatite vein is exposed.
2. Inspection of the exposures should determine the possibility of an exploration project.
3. Itemized costs are in line with other DMEA projects.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

March 25, 1955
Subject: DMEA 3736
Re: Exploration Assistance
Penland Mine

Penland & Angel
Box 91
Franklin, N. C.

Gentlemen:

The receipt of your application dated March 21, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3736 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

March 25, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region V

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region V.

DMEA- 3736 Penland & Angel

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 SHIP POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 23, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Application: Penland & Angel, Box 91, Franklin, N. C. (mica)

Transmitted are three copies of the subject application, with Owner's Consent to Lien attached. One copy of the MF-103 has been retained for our files.

V. J. Lynch, Acting
Executive Officer, DMEA
Region V

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

March 23, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Application: Penland & Angel, Box 91, Franklin, N. C. (mica)

Transmitted are three copies of the subject application, with Owner's Consent to Lease attached. One copy of the NF-103 has been retained for our files.

V. J. Lynch, Acting
Executive Officer, DMEA
Region V

ZM.
cc:
Lynch
Shirley
Files

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. 3736
Metal or Mineral Mica
Date Received 3-25-55
Estimated Cost $6,025
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: Lawrence S. Penland and Richard C. Angel, t/a/
Penland & Angel, a partnership
Box 91
Franklin, North Carolina

(*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.

RECEIVED
MAR 28 1955

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract See legal description in Form MF-203

(*b*) State any mine name by which the property is known. Penland Mine

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Partnership is 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 None

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

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

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

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

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

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

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

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

(*c*) The work will start within 30 days and be completed within 12 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.). None

(*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. Lawrence Penland will supervise

(*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. None

(*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. Attached

(*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)?

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

☐ Money ☒ Use of equipment owned by you ☒ Other (Labor)

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 21, 1955

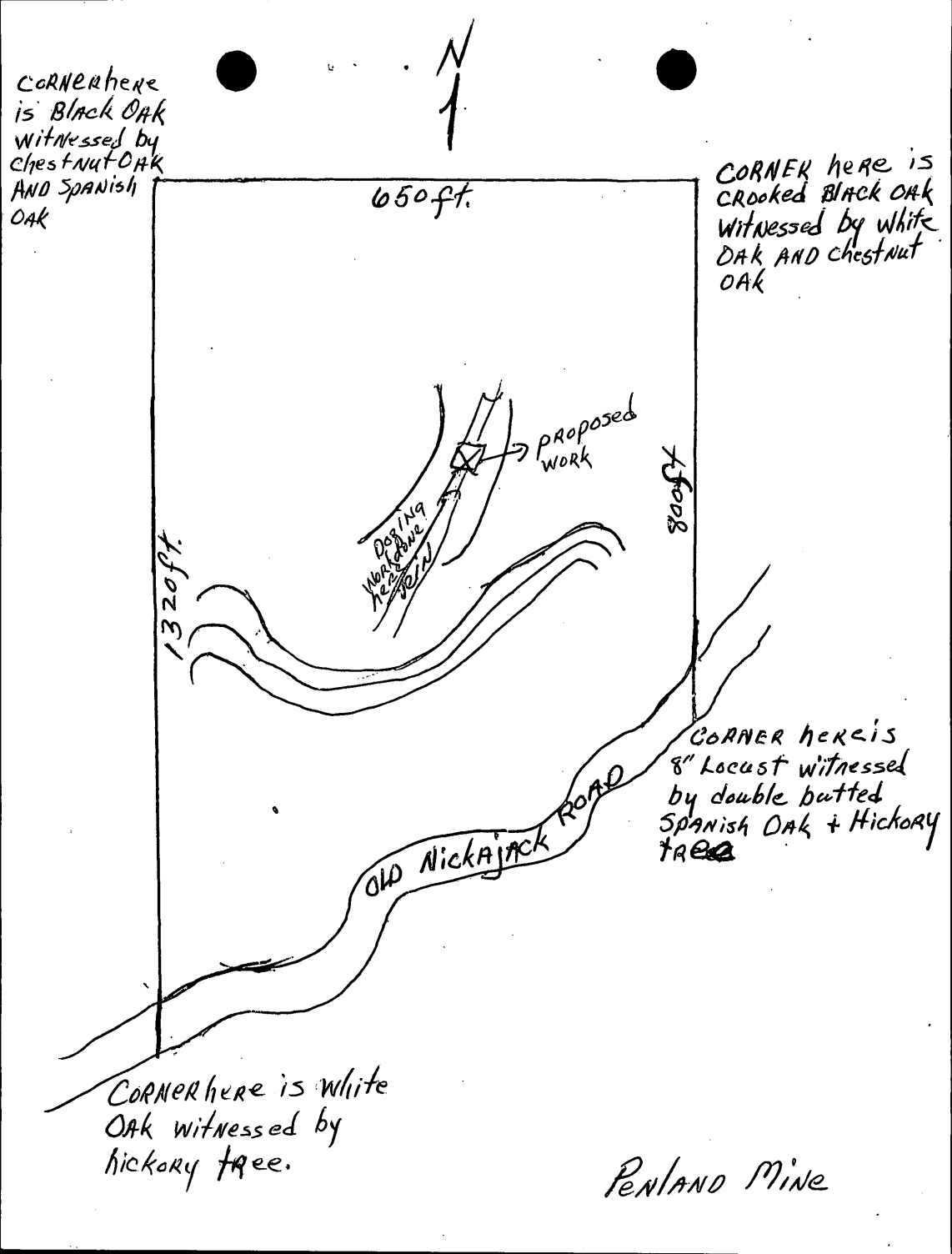
Penland and Angel (partnership)
(Applicant)

By Lawrence S. Penland
Partner

Richard C. Angel
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


N
CORNER here is Black OAK witnessed by Chestnut OAK AND Spanish OAK
650 ft.
CORNER here is crooked Black OAK witnessed by White OAK AND Chestnut OAK
PROPOSED WORK
DOGING WORK ONE VEIN
1320 ft.
800 ft.
OLD Nickajack ROAD
CORNER here is 8" Locust witnessed by double butted Spanish OAK + Hickory tree
CORNER here is White OAK witnessed by hickory tree.
PENLAND Mine

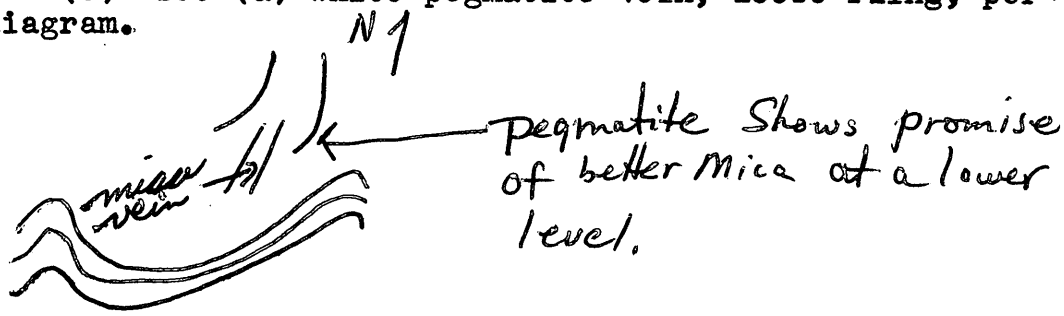
Supplement to Application MF-103
(For Aid in Exploration Project)

Penland and Angel
Box 91
Franklin, N. C.

Question 4. (a) Abouth 24 hours of bulldozing has been done on the mine site, exposing pegmatite vein four feet wide and approximately fifty feet in length. No operations at present.

(b) Some 400 lbs of loose block mica has been removed from the mine area.

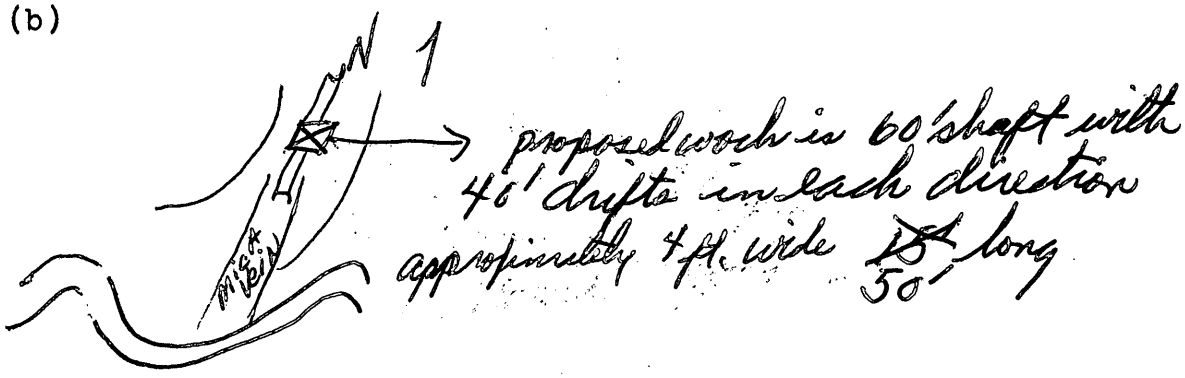
(c) see (a) white pegmatite vein, loose flint, per diagram.



(d) Nearest shipping point is Franklin, N. C. Site is on good access road, and is located nine miles south of Franklin, N. C., seven of which is on U.S. 23 &441, and two miles on road surfaced with crushed stone.

(e) Applicants will do all work. Ample water supply on property. Materials, supplies, equipment and power can be easily placed at site.

5. (b)



Proposed exploration includes a 60 ft. shaft, with 40 ft. of drifting in each direction.

(d) Lawrence S. Penland will supervise. He has 30 years experience in mine operations. Mr. Penland has just finished the Rose Creek Mining operations. Richard C. Angel, has about 12 years experience in mining operations, last work being the Kasson Mine.

6. (c)(d) All the essentials are available, including hoist for shaft operations, which will be furnished by the operators.

(f)	Tool Shed - -	$ 100.00
	Powder House	50.00
	Detonator House	25.00
	Hand Tools	50.00
	Shaft, 60 feet, including timbering, @ 50.00 per ft.	3000.00
	Drifting, or tunnel, including any timbering, @ 35.00 per ft.	(80ft. 2800.00)
	Total -	$6025.00

(g) None
(h) None

7 (a) Yes

Attached to and made a part of our application, this the 21st day of March, 1955.

Penland & Angel

BY: Lawrence S. Penland
Partner

Richard C. Angel
Partner

STATE OF NORTH CAROLINA
COUNTY OF MACON

PARTNERSHIP AGREEMENT

This Partnership Contract, made this 21st day of March, 1955, by and between LAWRENCE S. PENLAND and RICHARD C. ANGEL, both of Macon County, North Carolina;

W I T N E S S E T H :

That said parties have this day formed a general partnership, upon the following terms and conditions:

1. The name of this partnership is Penland & Angel.

2. The kind of business for which this partnership is exploring for, mining and producing for commercial market strategic mica.

3. The place of business is Franklin, N. C., and the mailing address is to be Box 91, Franklin, N. C., until such time as the same is changed by the parties hereto.

4. This partnership is to remain in full force and effect until one of the parties gives the other three months written notice of his desire to dissolve the partnership.

5. Each partner will contribute an equal amount of labor and monies, and will share equally in the profits or losses of the said partnership, if any. In consideration of this agreement the said Lawrence Penland hereby grants, bargains and conveys to the said partnership all mining rights and privileges in the following tract of land owned by him:

> BEGINNING on a white oak witnessed by a hickory, on the south bank of the old nickajack road, runs thence North 1320 feet to a Black Oak witnessed by a chestnut oak and a spanish oak; thence East 650 feet to a crooked oak witnessed by a white oak and a chestnut oak; thence South 800 feet to an 8" locust witnessedby double trunked Spanish Oak and hickory tree, on the South bank of the old Nickajack Road; thence with an down the south bank of the old Nickajack road in a general Southwesterly direction as it meanders approximately 825 feet to the point of BEGINNING;

the said mining rights and privileges therein to be the property of the said partnership so long as the same may exist; and to that end and for that purpose the wife of the said Lawrence C. Penland joins in the execution of this instrument, acknowledging full consideration in hand paid for her said rights therein, by the said execution.

6. In the conduct of the business each partner shall have equal authority, save and excepting the operations of the partner-

ship in and upon the properties set out in paragraph 5 above, in which operations the said Lawrence Penland shall be supervisor; all matters and things not set forth in this contract shall be decided by mutual consent.

IN WITNESS WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties hereto.

Lawrence S. Penland (SEAL)
Partner

Richard C. Angel (SEAL)
Partner

Garda Penland (SEAL)
Wife of Lawrence S. Penland

Leasing Minerals Administration
RECEIVED
MAR 25 1955

MF-203
(Revised July 1, 1954)

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/ BEGINNING on a white oak witnessed by a hickory, on the south ank of the old Nickajack Road, runs thence North 1320 feet to a Black Oak witnessed by a chestnut oak and a spanish oak; thence ~~East 650 feet to a crooked black oak witnessed by a white oak and a~~ chestnut oak; thence South 800 feet to an 8" locust witnessed by double ~~trunked Spanish oak and hickory tree, on the South bank of the old~~ Nickajack Road; thence with and down the south bank of the old Nickajack ~~Road in a general Southwesterly direction as it meanders approximately~~ 825 feet to the point of BEGINNING.

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/ Lawrence S. Penland and Richard C. Angel, t/a Penland and Angel,
Box 91, Franklin, North Carolina

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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.

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 21st day of March, 1955.

Lawrence S. Penland [Seal]

Garda Penland. [Seal]

[Seal]

RECEIVED
APR 25 1972

MF-203
(Revised July 1, 1954)

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/ BEGINNING on a white oak witnessed by a hickory, on the south ank of the old Nickajack Road, runs thence North 1320 feet to a Black Oak witnessed by a chestnut oak and a spanish oak; thence East 650 feet to a crooked black oak witnessed by a white oak and a chesthut oak; thence South 800 feet to an 8" locust witnessed by double trunked Spanish oak and hickory tree, on the South bank of the old Nickajack Road; thence with and down the south bank of the old Nickajack Road in a general Southwesterly direction as it meanders approximately 825 feet to the point of BEGINNING.

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/ Lawrence S. Ponland and Richard C. Angel, t/a Ponland and Angel,
Box 91, Franklin, North Carolina

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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 there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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.

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 21st day of March, 1955.

Lawrence S. Penland [Seal]

Gorda Penland. [Seal]

[Seal]

DEPARTMENT OF THE INTERIOR
Land Management Administration
RECEIVED
MAR 25 1955

MF-203
(Revised July 1, 1954)

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/ Beginning on a white oak witnessed by a hickory, on the south ank of the old Nickajack Road, runs thence North 1320 feet to a Black Oak witnessed by a chestnut oak and a spanish oak; thence East 660 feet to a crooked black oak witnessed by a white oak and a chestnut oak; thence South 800 feet to an 8" locust witnessed by double trunked Spanish oak and hickory tree, on the South bank of the old Nickajack Road; thence with and down the south bank of the old Nickajack Road in a general Southwesterly direction as it meanders approximately 825 feet to the point of Beginning.

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/ Lawrence S. Ponland and Richard C. Angel, t/a Ponland and Angel,
Box 91, Franklin, North Carolina

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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.

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 21st day of March, 1955.

Lawrence S Perland [Seal]

Sarda Perland [Seal]

[Seal]

DEPT OF THE INTERIOR
Mines Administration
RECEIVED
MAR 25 1955

MF-203
(Revised July 1, 1954)

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 Mecklenburg, described as follows: 1/ Beginning on a white oak witnessed by a hickory, on the south side of the old Statesville Road, runs thence North 1320 feet to a black oak witnessed by a chestnut oak and a sprout oak; thence West 660 feet to a stake witnessed by a white oak and a chestnut oak; thence South 660 feet to an O' locust witnessed by Carolo Corning Sprouts oak and hickory tree, on the South bank of the old Statesville Road; thence with and down the south bank of the old Statesville Road to a point Southwesterly direction as it crosses approximately 1320 feet to the point of beginning.

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/ Lawrence O. Rolland and Richard O. Arrol, t/a Rolland and Arrol, Box 98, Charlotte, North Carolina

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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.

4. Changes and added provisions In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."

Dated this 22nd day of March, 1955.

Lawrence S. Penland [Seal]

Garda Penland [Seal]

[Seal]

[illegible]
[illegible]
[illegible]
[illegible] 25 [illegible]

MF-203
(Revised July 1, 1954)

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 the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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 there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

(OVER)

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.

4. Changes and added provisions **In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have."**

Dated this [illegible] day of [illegible], 195[illegible].

Lawrence S. Penland [Seal]

Gerda Penland. [Seal]

[Seal]