DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4942

Application
- [x] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [x] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [x] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED FEB 13 1958 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows: 2/ BEGINNING on a stake, the ~~same being~~ located East 50 feet from what is known as the Chuck Prospect and runs thence East 250 feet to a stake; thence South 29 West 900 feet to a stake; thence North 46 degrees 30 min. West 300feet to a stake on the East bank of North Toe River; thence up and with the East bank of North Toe River a Northeasterly direction 962 feet to an iron stake; thence South 30 deg.30 min. East 250 feet to a stake, the point of closing. The Northeast corner of the above lands as described herein being located North 85 deg. East 387 feet from the P.& H. Mine. The said Chuck Prospect is located West 325' from Mile Post #180 of the Clinchfield Railroad. This Prospect is located app. ½ mile N.E. of Pendland,N.C. and being part of the ~~lands described in a certain deed recorded in Book 118,Page 99, Mitchell Co.,N.C. Registry.~~ which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this 11th day of Feb, 1958.

Charles E. Smith	[Seal]	Spruce Pine, N. C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED FEB 13 1958

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and
SUBORDINATION AGREEMENT 1/

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1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

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5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this 11th day of Feb, 1958.

Charles E. Smith	[Seal]	Spruce Pine, NC	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

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[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED
FEB 13 1958
D.M.E.A.

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: none (State "None" or "See Annex No.____")

Dated this 11th day of Feb., 1958.

Charles E. Smith [Seal] Spring Lake, N.C. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

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[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED FEB 13 '58 DMEA

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and
SUBORDINATION AGREEMENT 1/

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7. Added provision: None (State "None" or "See Annex No.____")

Dated this 11th day of Feb., 1958.

Charles E. Smith [Seal] Spruce Pine, N.C. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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_____

[Corporate Seal]

Form MF–103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR

Budget Bureau No. 42–R1035.3
Approval expires June 30, 1958

DEFENSE MINERALS EXPLORATION ADMINISTRATION

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

Sam L. Phillips
Spruce Pine, N.C.

RECEIVED FEB 13 1958 D.M.E.A.

APPLICANT NOT TO USE THIS BLOCK

Docket Number	4942
Date Received	2/13/58
Government Participation %	
Region	V
Division Code	600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [ ]
- Partnership [X]
- Other (Specify) [ ]

State in which firm is organized N.C.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Ed Huskins	Rt. 3, Bakersville, N.C.	Partner
Cecil R. Phillips	Rt. 3, Bakersville, N.C.	"
John M. Phillips	Spruce Pine, N.C.	"
Sam L. Phillips	Spruce Pine, N.C.	"

Mineral(s) for which you wish to explore: Mica

Estimated Cost of Project: $ 7,000.00

LOCATION OF PROPERTY

Name	County	State
1/2 mile N.E. of Pendland, "Chuck Prospect"	Mitchell	N.C.

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order–I, Revised, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

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.

2-11-58
Dated

Sam L Phillips
BY *(Signature)*

Partner
Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

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)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Revised.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 25960

OFFICIAL FILE COPY
DMEA
RECEIVED F 13

MF - 103 (Continuation Sheet)

1. (a) Description on lease.

(b) Prospect will be known as the "Chuck Prospect".

(c) Lessee

(d) No lien.

2. (a) This is a new Prospect, no previous operations.

(b) No previous ope rations.

(c) No past production.

(d) There appears to be a significant amount of strategic grade mica showing in the vein material.

(e) Pegmatite vein.

(f) There is an out-cropping of vein on the surface, and we believe that with exploration work that we willrecover some good quality non ruby mica.

3. (a) Project is accessible to road. Ed Huskins, will meet D.M.E.A. representatives at Sam L. Phillips Office in Spruce Pine, and go with them to the mine, which is located one-half mile North-east of Penland, North Carolina.

(b) Project is accessible to roads and shipping, manpower, equipment and supplies are available.

4. (a) We propose to sink a 5' X 7' shaft to a depth of 60', then drift with vein for a distance of 100'.

(b) No road to be built.

(c) Work can begin within 15 days after contract is received, and project can be completed within six months.

5. Now on file with D.M.E.A.

6. Estimated cost of project:

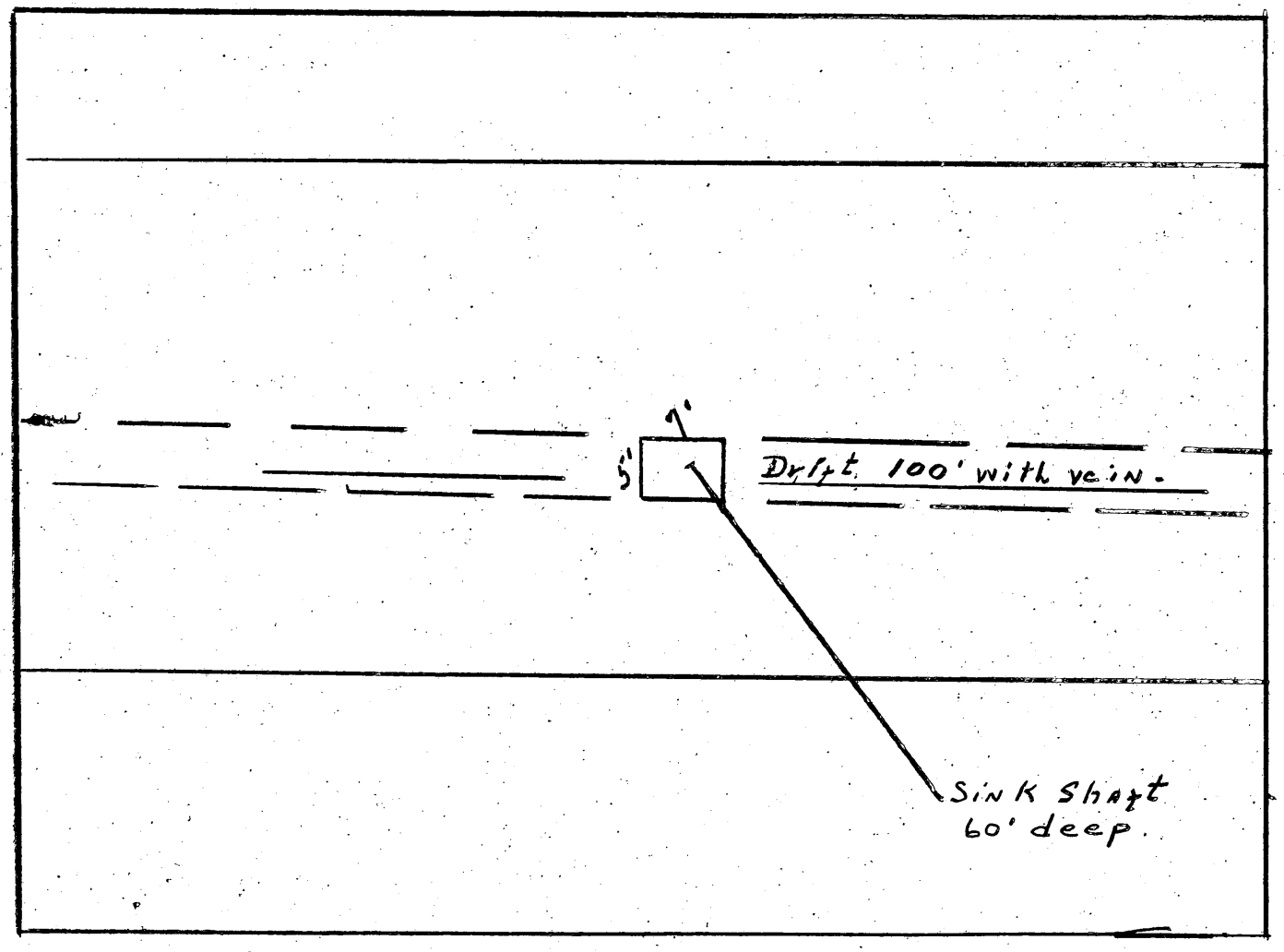
60' Shaft @ $50.00 per foot	$ 3000.00
100' Drift @ $40.00 per foot	4000.00
Total estimated cost of project:	$ 7000.00

7. (a) Will share cost of proposed project.

(b) Money and equipment.

Chuck Prospect

Mitchell County, N.C.



STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

THIS MINING LEASE made this the 10th day of February, 1958, by and between CHARLES E. SMITH, of the County of Mitchell and State of North Carolina, hereinafter referred to as party of the first part or lessor, and SAM L. PHILLIPS, JOHN M. PHILLIPS, CECIL R. PHILLIPS and ED HUSKINS, all of the County of Mitchell and State of North Carolina, hereinafter referred to as parties of the second part or lessees:

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid by the parties of the second part to the party of the first part, receipt of which is hereby acknowledged and the further consideration of full compliance with the agreements hereinafter set forth, including the payment of royalties, the lessor has bargained and leased and does by these presents bargain and lease unto the said lessees, their heirs and assigns, for mining purposes, the exclusive right and privilege of mining and removing minerals from that certain tract or parcel of land situate in Grassy Creek Township, Mitchell County, North Carolina, adjoining the lands of Charles E. Smith and others and more particularly described as follows:

> BEGINNING on a stake, the same being located East 50 feet from what is known as the Chuck Prospect and runs thence East 250 feet to a stake; thence South 29 West 900 feet to a stake; thence North 46 degrees 30 minutes West 300 feet to a stake on the East bank of North Toe River; thence up and with the East bank of North Toe River aNortheasterly direction 962 Feet to an iron stake; thence South 30 deg. 30 minutes East 250 feet to a stake, the point of closing. The Northeast corner of the above lands as described herein being located North 85 degrees East 387 feet from the P & H Mine. The said Chuck Prospect is located West 325 feet from Mile Post No. 180 of the Clinchfield Railroad. This Prospect is located approximately one-half mile Northeast of Penland, North Carolina and being part of the lands described in a certain deed recorded in Book 118, page 99, Mitchell County, North Carolina Registry.

The terms and conditions of this lease are as follows:

1. There is excepted from the terms of this lease all mine dumps now located on said lands which shall remain the property of lessor.

2. This lease shall be for a period of ten (10) years from this date provided the terms and conditions of said lease are fully complied with.

LAW OFFICES
FOUTS & WATSON
SPRUCE PINE, N. C.

3. Full mining rights and privileges are hereby leased, including the right to explore, mine and market any and all minerals on said lands, subject to the terms and conditions of this instrument.

4. On the beginning of mining and marketing minerals from the property herein leased there shall be paid to the lessor, his heirs or assigns, for all minerals mined and removed from said property royalties as follows: on sheet mica - 12½% of the sales price; on feldspar - 50¢ per long ton of 2240 pounds; on all other minerals the royalty to be paid shall be the customary and prevailing royalty on such minerals in this area at the time of sale. At the time of payment of royalty duplicate sales slips shall be furnished to lessor showing the amount of minerals sold from said property and the price obtained therefore.

5. The royalties to be paid under this lease shall be paid to the lessor on or before the 10th day of each calendar month for all minerals, metals or fossils mined and removed from the premises during the preceding calendar month.

6. The lessor shall have the right at all times to inspect the property herein leased and likewise have the right and privilege of examining any records pertaining to the production and sale of any minerals from the said property.

7. The lessees, their heirs or assigns, agree to carry on all mining operations by approved methods and upon the surrender or abandonment or termination of this lease the mines or openings thereof shall be left in a reasonably clean and safe condition and shall leave the remaining premises in good order. All roads now located on said property shall be left in as good condition as the same are at this time. All operations on said property shall be carried on by lessees in a good and workman-like manner.

8. The lessees agree to commence mining operations on said property within ninety (90) days from the date of this instrument. If lessees shall cease to carry on bona fide mining operations on said property in good faith for a period of ninety (90) days in consecutive order during the term herein provided for then the party of the first part may at his option give written notice to the parties of the second part that the said ninety day period has expired. If the parties of the second part, their heirs or assigns, fail to resume mining operations within a period of ten days after receiving

such notice then the party of the first part may at his option declare this lease null and void and may re-enter and retake possession of said premises.

9. All minerals mined under the terms and conditions of this lease are not to be and will not be stored, shipped or sold or in any way mixed or confused with minerals of other properties.

10. The exceptence of royalty by lessor under the provisions of this lease is to be a credit in behalf of the lessees but is not to be taken or considered as a waiver for any damages lessor may be entitled to recover from lessees for any breach or breaches that lessees may make of any duty or covenant expressed or reasonably implied in this lease or as estoppel against lessor in this respect.

11. It is agreed that the lessor will have a first and valid lien on all minerals mined under the terms of this lease and upon all plants and equipment of the lessees until lessor's royalties have been paid in full and all other provisions of this lease complied with.

12. It is further agreed the lessor is in no sense or in any way to be considered or held liable for any operations under this lease and in no event and under no circumstances is lessor to be liable in any way for any debt, tort or other liability of lessees, their agents or employees.

13. If the lessees, their heirs or assigns, shall fail to comply with any of the conditions or provisions of this lease then this shall thereupon become null and void at the option of lessor and all rights granted hereunder shall cease; then and in that event the party of the first part, its successors or assigns, may re-enter said property without any action at law to declare said lease void. Lessor shall have the right to terminate this lease at any time for breach of any of the conditions or provisions of this lease set forth above if the lessees shall neglect to comply with the same within ten days after notice of such breach. The lessees may terminate this lease at any time by giving notice to lessor and upon payment of all royalties due to the date of termination as set forth in such notice, with royalties accruing through said termination date.

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

Charles E. Smith (SEAL)
Lessor

_____ (SEAL)
Lessee

_____ (SEAL)
Lessee

_____ (SEAL)
Lessee

_____ (SEAL)
Lessee

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

Personally appeared before me this day Charles E. Smith, Sam L. Phillips, John M. Phillips, Cecil R. Phillips and Ed Huskins, to me well known to be the persons who signed the foregoing Mining Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 10 day of February 1958.

Kenneth R. McKinney
Notary Public

My commission expires: 4/29/59.

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 13 1958
CODE

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/14	Houk	

600

May 8, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Director, Division of Nonmetallic Minerals

Subject: Evaluation of application and field examination report

Docket No. DMEA-4942-Mica
Sam L. Phillips, et al.
Chuck Prospect
Mitchell County, North Carolina

Denial of application is recommended.

Mica: Green and flat "A", some of it is stained. Books up to 6x8" were seen.

Pegmatite: Composed of coarse-grained plagioclase, perthite, quartz, and muscovite with accessory garnet and the enclosing rock is a medium- to coarse-grained "alaskite". The dike is a fracture filling in the alaskite. The pegmatite dike has a thickness of 12 feet and length of 45 feet exposed in a single cut.

Workings: A small open cut at river level about 30 feet long, 10 feet wide and about 18 feet deep.

Past production: About 25 pounds of mine run block muscovite.

Applicants' proposal:

Shaft 60 ft. @ $50/ft.		$3,000.00
Drift 100 ft. @ $40/ft.		4,000.00
	Total	$7,000.00

Recommendations: The Field Team recommends denial because of the limited extent of the target pegmatite and the nearness of the pegmatite dike to the lease boundary. The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and the Geological Survey concur in the Field Team's recommendation.

LGHouk:gad 5/8/58
Copy to: Admr. R. File
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/14	Houk	600
5/14	Selfridge	130
5/14	Lamb	130
5/14	Williams	130
"	Johnson	110
"	Mittendorf	100
5/15	C O	220
		225

600

MAY 14 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4942-Mica
Sam L. Phillips, et al.
Chuck Prospect
Mitchell County, North Carolina

Dear Mr. Phillips:

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 is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 5/8/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

May 13, 1958

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DATE	INITIALS	CODE
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		600

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4942 (mica)

Applicant: Sam L. Phillips, et al.

Name and Location of Property: Chuck Prospect, Mitchell County, N. C.

Date of Field Team Report: 4/30/58

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5/5/58

Field Team Recommendation: Recommend denial of application.

Comments:

1. An open cut exposes a pegmatite dike with a thickness of 10-12 feet for a length of 45 feet.

2. Although about 25 pounds of mine-run-block mica was recovered from a small open cut the productive pegmatite shoot probably plunges to the southwest under a river and out of the area of the applicants lease.

3. The limited extent of the target does not warrant DMEA exploration assistance.

Recommendation:

I concur with the recommendation of the field team in denial of the application.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

May 5, 1958

Memorandum

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of Examination Report, DMEA Docket 4942 (Mica) Chuck Prospect, Mitchell County, North Carolina

Field Examiners report that an open cut on the Chuck Prospect exposes a pegmatite about 45 feet long, having a maximum thickness of 12 feet. This pegmatite has been explored by a small open cut from which about 25 pounds of mine run block muscovite has been recovered. The examiners report that mica shoots in nearby productive pegmatites plunge to the southwest and they assume the Chuck pegmatite also may plunge in that direction. If this is so, any mica shoot on the Chuck prospect that might be mined would be under the North Toe River and beyond the limits of the applicant's lease.

Examiners recommend denial of the application because of the limited extent of the target and the nearness of the target to the east boundary. I concur with their observations and recommend denial of the application.

T. H. Kiilsgaard

T. H. Kiilsgaard

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DMEA
RECEIVED MAY 6 1958

DATE	INITIALS	CODE
5/6	C	220
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UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

ROOM 13 POST OFFICE BLDG
KNOXVILLE 2, TENN.

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RECEIVED MAY 27 1958

DATE		CODE
5/2	C	220
5/5	AB	130
5/6	C	220
		600

April 30, 1958

Memorandum

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

From: Field Team, DMEA, Region V, Knoxville, Tennessee

Subject: Examination Report, DMEA-4942 (Mica)
S. L. Phillips, et al., Spruce Pine, North Carolina
Chuck Prospect, Mitchell County, North Carolina

Enclosed are the original and two copies of the subject examination report.

The Field Team agrees with the Examiners in their recommendation for denial of the application.

V. J. Lynch
Acting Executive Officer

Helmuth Wedow, Jr.
Geologist
U. S. Geological Survey

Enclosures 3

REVIEWED BY
DMEA OPERATING COMMITTEE
5-5-58
(date)

On-Site Exam Rpt

UNITED STATES

DEPARTMENT OF THE INTERIOR

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RECEIVED MAY 27 1958

DATE	INITIALS	CODE
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DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

DMEA-4942 (mica) CHUCK PROSPECT
Mitchell County, North Carolina

F. G. Lesure, Geologist
U. S. Geological Survey

S. A. Feitler, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
5-5-58
(date)

April 30, 1958

FIELD EXAMINATION REPORT

DMEA-4942 (mica) CHUCK PROSPECT
Mitchell County, North Carolina

Applicants: S. L. Phillips, et al., Spruce Pine, North Carolina

SUMMARY

A pegmatite dike with a thickness of 10 feet and an exposed length of 45 feet is exposed in a single cut on the Chuck prospect. This dike is a fracture filling in "alaskite". Although the pegmatite contains some good quality muscovite the limited extent makes it a poor geologic target. It is recommended that exploration assistance be denied. R

INTRODUCTION

Location

The Chuck prospect is a small open cut in the old Deer Park Mines area on the east bank of the North Toe River and just west of the Deer Park No. 1 Mine (Olson, 1944, Economic Geology of the Spruce Pine Pegmatites District, North Carolina, North Carolina Department of Conservation and Development, Bulletin No. 43, pl. 3). The prospect can be reached by car by driving to Penland, Mitchell County, North Carolina, crossing the bridge to the southeast side of the river and turning left onto a dirt road. Follow this road for 0.7 mile. The prospect is northwest of the road on the river bank.

Examination

The examination of the Chuck prospect was made on April 2, 1958, and lasted one and one-half hours. Mr. S. L. Phillips accompanied the Examiners.

Past operations

The Chuck prospect consists of a small open cut at river level. It is about 30 feet long, 10 feet wide, and about 18 feet deep. No data are available as to when the cut was made or the production from the cut. Some recent slabbing done in 1957 along the northeast end has partly filled the cut with muck. About 25 pounds of mine run block muscovite was recovered by the Applicants from this muck.

There are no buildings or equipment on the property. Water is available in the nearby river and electric power about 300 feet across the river at the "T" cut which is being operated by the Applicants.

From the property description in the Application, it is apparent that the lease line runs along the river bank near the Chuck property. Most of the lease includes old workings of the Deer Park No. 2 open cut and No. 1 mine (see Olson's maps).

GEOLOGY

The open cut at the Chuck prospect exposes a pegmatite dike about 45 feet long. Coarse-grained pegmatitic material on the east bank of a small island across the river from the cut suggests a possible length of 110 feet. The dike strikes N. 80° E. and is nearly vertical. It apparently pinches out before reaching a similar pegmatite striking N. 40° E. that was mined in the No. 1 mine to the southeast. The Chuck pegmatite has an observed maximum thickness of 12 feet. It is composed of coarse-grained plagioclase, perthite, quartz, and muscovite with accessory garnet. The enclosing rock is a medium- to coarse-grained "alaskite" with a foliation striking northeast and dipping southeast.

The dike is a fracture filling in the alaskite. Olson (p. 52) reports that most of the pegmatite dikes in the Deer Park mine area plunge to the southwest and the Chuck pegmatite may plunge in that direction.

Muscovite recovered from the muck is of good quality. It is green and flat "A". Some of it is stained. Books up to 6" x 8" were seen.

RECOMMENDATIONS

We recommend that exploration assistance be denied because of the limited extent of the target pegmatite and the nearness of the pegmatite dike to the lease boundary. Because of the regional southwest plunge any mining at the Chuck pegmatite would probably be under the river outside of the lease area.

F. G. Lesure, Geologist
U. S. Geological Survey

S. A. Feitler, Mining Engineer
U. S. Bureau of Mines

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/28	Houk	600
2/28	G C S	130
"	Johnson	110
"	Bartlett	100
2/28	C	220
		688

600

FEB 28 1958

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

Re: Docket No. DMEA-4942-Mica
Sam L. Phillips, et al.
Chuck Prospect
Mitchell 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 dated February 14 and 26, 1958, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

Frank D. Lamb (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures 5

LGHouk:gad 2/28/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/28	Houk	600
2/28	Selfridge	130
2/28	Kahn	130
2/28	Kiilsgaard	130
"	Johnson	110
"	Rutledge	100
		220

600

FEB 28 1958

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-4942-Mica
Sam L. Phillips, et al.
Chuck Prospect
Mitchell County, North Carolina

Dear Mr. Phillips:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals 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 you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. C. Mittendorf (for)

Administrator

LGHouk:rsi 2/28/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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DATE | INITIAL | CODE
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

February 26, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4942 (mica)

Applicant: Sam L. Phillips et al.

Name and Location of Property: Chuck Prospect, Mitchell County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Mtls. 2/13/58

Comments:

1. Applicant states this is a new prospect with no previous operation.

2. Applicant requests DMEA assistance to explore for strategic mica in a pegmatite vein by shaft sinking and drifting.

3. Exploration proposed by applicants is consistent with local practices and in line with unit-cost estimates for 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

IN REPLY REFER TO:

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

2/20 C 228
2/28 H 600

February 14, 1958
Re: DMEA 4942
Ed Huskins et al
Chuck Prospect
Mitchell County, N. C.
$7,000 - Mica

Memorandum

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

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application

The applicants request assistance in exploring, by shaft sinking and drifting, a newly discovered pegmatite in which "there appears to be a significant amount of strategic grade mica", and as usual, the applicants "believe with exploration work good quality non-ruby mica will be recovered".

Referral of the application to the Field Team is recommended.

W. P. Williams
For N. E. Nelson

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

February 13, 1958

Mr. Sam L. Phillips
Spruce Pine, North Carolina

Subject: DMEA-4942

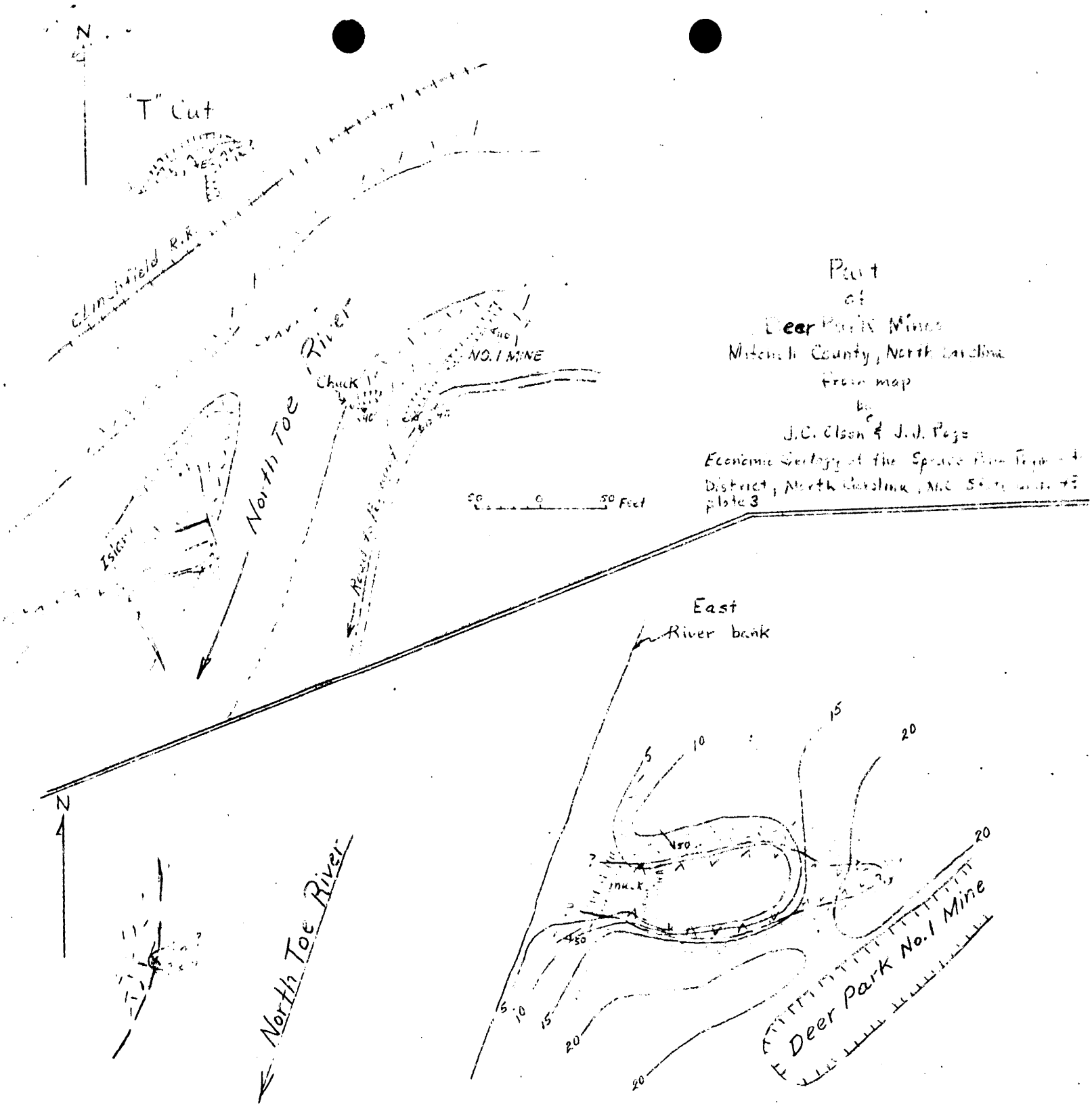
Dear Mr. Phillips:

Your application for exploration assistance, dated February 11, 1958 submitted to our office at Washington, D. C. has been assigned Docket Number DMEA-4942 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: Region V



Explanation

Pegmatite

Alaskite

Contact

Edge of cut

Strike & dip of foliation

Chuck Prospect

Mitchell County, North Carolina

DMEA-4942 (mica)

0 10 20 Feet

FGL 4/3

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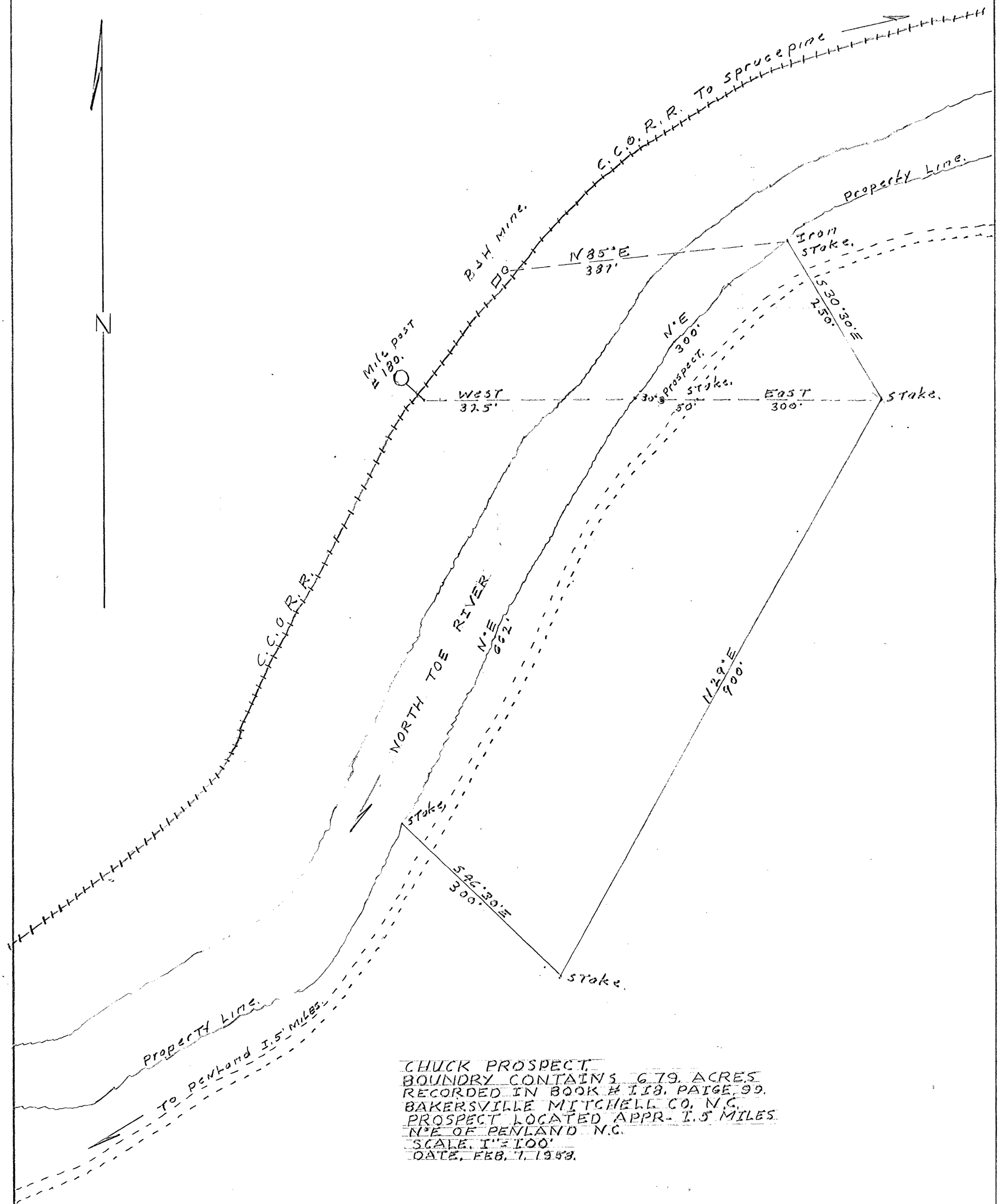
DMEA
RECEIVED MAY 2 1958

DATE	INITIALS	COPY



CHUCK PROSPECT.
BOUNDRY CONTAINS 6.79. ACRES
RECORDED IN BOOK # 118. PAIGE 99.
BAKERSVILLE MITCHELL CO. N.C.
PROSPECT LOCATED APPR- 1.5 MILES
N°E OF PENLAND N.C.
SCALE. 1" = 100'
DATE. FEB. 7. 1953.