DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2904

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.

One copy to USBM., to USGS. AND TO REGION VII.

Routing Slip

To:	Code 600, Room 4637	Date	2/26/53
To:	Feltler	Date	3/4/53
To:	Opw Com	Date	4-1-53
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CONTROLLED DOCUMENT

6m

March 31, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2904 - Mica
Applicant: Mica Industries, Inc.
P. O. Box 336
Franklin, N. C.
Property: A. T. Hurst Mine
Macon County, N. C.
Amount applied for: $5,490

Closing letter: Denial of application attached.

Docket Summary:

2/24/53 Application received. Proposes bulldozing for portal and driving 150 feet of adit 25 feet below existing adit.

3/2/53 Memo from . A. Beck, Region VII, states that an application (DMEA-2221) on the same property was denied on the strength of a field examination by K. H. Teague, USGS. He says further that nothing in the present application suggests that the property now shows anything more than was available to and reported on by Mr. Teague in his examination report of March 12, 1952.

3/6/53 Memo from W. F. Dietrich, USBM recommends denial.

3/10/53 Memo from D. M. Larrabee, USGS recommends denial.

Resume: Data in the application and information on this property supplied by Region VII indicate that another field examination is not justified.

In view of the unfavorable field report of March 12, 1952, and lack of evidence in the application that more information is now available at the mine, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

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

APR 2 1953

Mr. Frank Sierzma, President
Mica Industries, Inc.
P. O. Box 336
Franklin, North Carolina

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

Dear Mr. Sierzma:

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

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

Careful study of all our information, although noting a small amount of mica on your lease, 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,

[illegible]

Administrator

CaFeitler:gad 3/31/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

G-MD-CMM
IN REPLY REFER TO:

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

March 10, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAR 11 1953

Memorandum

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

From: D. M. Larrabee, U. S. Geological Survey

Subject: Application of Mica Industries Inc. DMEA 2904 (mica)
A. T. Hurst mine.

Reference is made to subject application, copy of which was received in this office on February 27, 1953.

In a memorandum from W. A. Beck on March 2, 1953 it was called to our attention that this is the same property on which Mr. Odell Hurst made an application, DMEA-2221, and which was denied on the strength of a field examination made by K. H. Teague of the U. S. Geological Survey.

As this application does not lead one to believe that the property has any more to offer than what was reported in Mr. Teague's examination report of March 12, 1952, we recommend that the application be denied.

D. M. Larrabee

Larrabee:jeh
G-3/10/53
cc: Director's reading file 4212
Branch reading 4212
DMEA
Larrabee G-230
files G-228

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

March 6, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2904, Mica, A. T. Hurst Mine, Macon County
North Carolina

An exploration program for this property was denied on the recommendation of a field team examination, as recorded in the activities of DMEA-2221. On the basis of this fact, it is recommended this application be denied.

W. F. Dietrich

COPY

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

March 2, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Application of Vice Industries Inc. DMEA-394 (mica)
A. T. Hurst Mine)

Reference is made to the subject application, copy of which was received in this office today.

This is the same property on which Mr. Shell Hurst made an application, DMEA-2221, and which was denied on the strength of a field examination made by Walter W. Vaughn of the U.S.G.S.

There is nothing in the application which will lead one to believe that the property is any thing more than what was reported in Mr. Vaughn's unpublished report of March 22, 1950.

/s/ [illegible]
[illegible]

FILE COPY
SURNAME:

Feitler
Houk
Kimball
Hedges
Selbridge
Fitzhugh

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

600

APR 2 1953

Mr. Frank Sierama, President
Mica Industries, Inc.
P. O. Box 336
Franklin, North Carolina

Re: Docket No. DMEA-2904 - Mica
A. T. Hurst Mine
Macon County, North Carolina

Dear Mr. Sierama:

J.C. 4-2-53

Your application for aid for an exploration project and other reports available to us in Washington relating to 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, although noting a small amount of mica on your lease, 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. Wittendorf (fw)

Administrator

DAFeitler:gad 3/31/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk

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

March 31, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2904 - Mica
Applicant: Mica Industries, Inc.
P. O. Box 336
Franklin, N. C.
Property: A. T. Hurst Mine
Macon County, N. C.
Amount applied for: $5,490

L. C. 4-2-53

Closing letter: Denial of application attached.

Docket Summary:

2/24/53 Application received. Proposes bulldozing for portal and driving 150 feet of adit 25 feet below existing adit.

3/2/53 Memo from A. A. Beck, Region VII, states that an application (DMEA-2221) on the same property was denied on the strength of a field examination by K. H. Teague, USGS. He says further that nothing in the present application suggests that the property now shows anything more than was available to and reported on by Mr. Teague in his examination report of March 12, 1952.

3/6/53 Memo from W. F. Dietrich, USBM recommends denial.

3/10/53 Memo from D. M. Larrabee, USGS recommends denial.

Resume: Data in the application and information on this property supplied by Region VII indicate that another field examination is not justified.

In view of the unfavorable field report of March 12, 1952, and lack of evidence in the application that more information is now available at the mine, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

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

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

March 31, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2904 - Mica
Applicant: Mica Industries, Inc.
P. O. Box 336
Franklin, N. C.
Property: A. T. Hurst Mine
Macon County, N. C.
Amount applied for: $5,490

Closing letter: Denial of application attached.

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Stanley A. Feitler

Stanley A. Feitler
Nonmetallic Minerals Division

Attachment

IN REPLY REFER TO:

G-MD-CNM

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

March 10, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 11 1953

Memorandum

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

From: D. M. Larrabee, U. S. Geological Survey

Subject: Application of Mica Industries Inc. DMEA 2904 (mica)
A. T. Hurst mine.

Reference is made to subject application, copy of which was received in this office on February 27, 1953.

In a memorandum from W. A. Beck on March 2, 1953 it was called to our attention that this is the same property on which Mr. Odell Hurst made an application, DMEA-2221, and which was denied on the strength of a field examination made by K. H. Teague of the U. S. Geological Survey.

As this application does not lead one to believe that the property has any more to offer than what was reported in Mr. Teague's examination report of March 12, 1952, we recommend that the application be denied.

D. M. Larrabee

D. M. Larrabee

IN REPLY REFER TO:
G-MD-CMR

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

March 10, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAR 11 1953

Memorandum

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

From: D. M. Larrabee, U. S. Geological Survey

Subject: Application of Mica Industries Inc. DMEA 2904 (mica)
A. T. Hurst mine.

Reference is made to subject application, copy of which was received in this office on February 27, 1953.

In a memorandum from W. A. Beck on March 2, 1953 it was called to our attention that this is the same property on which Mr. Odell Hurst made an application, DMEA-2221, and which was denied on the strength of a field examination made by K. H. Teague of the U. S. Geological Survey.

As this application does not lead one to believe that the property has any more to offer than what was reported in Mr. Teague's examination report of March 12, 1952, we recommend that the application be denied.

D. M. Larrabee

Larrabee:jeh
G-3/10/53
cc: Director's reading file 4212
Branch reading 4212
DMEA
Larrabee G-230
files G-228

IN REPLY REFER TO:
G-MD-CNM

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

March 10, 1953

Memorandum

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

From: D. M. Larrabee, U. S. Geological Survey

Subject: Application of Mica Industries Inc. DMEA 2904 (mica)
A. T. Hurst mine.

Reference is made to subject application, copy of which was received in this office on February 27, 1953.

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As this application does not lead one to believe that the property has any more to offer than what was reported in Mr. Teague's examination report of March 12, 1952, we recommend that the application be denied.

D. M. Larrabee

Larrabee:jeh
G-3/10/53
cc: Director's reading file 4212
Branch reading 4212
DMEA
Larrabee G-230
files G-228

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 3-4-53

REFERRED TO:

1. Mr. Fontana
2. Room G-232-GSA
3.
4.

FOR:

..... Action	..... Recommendation
..... Approval	..... Record of .....
..... Comment	..... Referring to .....
..... Conference	..... Reply for signature of .....
..... Consideration	..... Rewriting
..... Filing	..... Signature
..... Instructions	..... Suggestions
..... Investigation	..... Your information
..... Initials	
..... Mailing	
..... Previous correspondence	

REMARKS: .....

Check (X) before the items needing attention.

Non-metallic Div.
Initials of sender.

GPO 16—63815-1

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
XXXXXXXXXXXXXXXXX
WASHINGTON 25, D.C.
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

March 2, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Application of Mica Industries Inc. DMEA-2904 (mica)
A. T. Hurst Mine)

Reference is made to the subject application, copy of which was received in this office today.

This is the same property on which Mr. Odell Hurst made an application, DMEA-2221, and which was denied on the strenght of a field examination made by Kefton H. Teague of the U.S.G.S.

There is nothing in the application which will lead one to believe that the property shows any thing more than what was reported in Mr. Teague's examination report of March 12, 1952.

/s/ Wm. A. Beck
Wm. A. Beck.

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 3-6

REFERRED TO:

1. ~~Code 600~~
2.
3.
4. Mr Feiler

FOR:

..... Action	..... Recommendation
..... Approval	..... Record of .....
..... Comment	..... Referring to .....
..... Conference	..... Reply for signature of .....
..... Consideration	..... Rewriting
..... Filing	..... Signature
..... Instructions	..... Suggestions
..... Investigation	..... Your information
..... Initials	
..... Mailing	
..... Previous correspondence	

REMARKS: .....

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

BEW

IN REPLY REFER TO:

G-MD-CNM

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

Memorandum

REVIEW OF APPLICATION DMEA-2904 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Mica Industries Inc., Partnership, P. O. Box 336, Franklin, North Carolina.
Name of property: A. T. Hurst mine.
Location of property: In Macon County 11 miles northeast of Franklin, North Carolina.
Estimated cost of project: $5,490.00.
Summary of applicant's proposal:

1) Construct a new tunnel, 150 feet, at a 25-foot lower level in order to enter the main mica body.

Sources of information on applicant's property:

None.

Comments:

1) Mine was worked during the last war and production sold to Colonial Mica Corporation, but no production records are available for this time in our office.
2) During part of 1950 and 1951, the Mica Products Corporation of Franklin worked this mine to serve their scrap mica processing plant, but did not obtain sufficient scrap mica to continue operation. Applicant holds sales records for period between June 1950 and January 1951, showing sales of 114.03 tons of scrap; 3,347.24 lbs. of small punch, large punch, circle and pattern mica - at the then current low prices of 18¢ to 40¢ per lb. (all high grade ruby mica).

RECOMMENDATION:

Field examination.

D M Larrabee

D. M. Larrabee

IN REPLY REFER TO:
G-MD-CNM

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

Memorandum

REVIEW OF APPLICATION DMEA-2904 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Mica Industries Inc., Partnership, P. O. Box 336, Franklin, North Carolina.
Name of property: A. T. Hurst mine.
Location of property: In Macon County 11 miles northeast of Franklin, North Carolina.
Estimated cost of project: $5,490.00.
Summary of applicant's proposal:

1) Construct a new tunnel, 150 feet, at a 25-foot lower level in order to enter the main mica body.

Sources of information on applicant's property:

None.

Comments:

1) Mine was worked during the last war and production sold to Colonial Mica Corporation, but no production records are available for this time in our office.
2) During part of 1950 and 1951, the Mica Products Corporation of Franklin worked this mine to serve their scrap mica processing plant, but did not obtain sufficient scrap mica to continue operation. Applicant holds sales records for period between June 1950 and January 1951, showing sales of 114.03 tons of scrap; 3,347.24 lbs. of small punch, large punch, circle and pattern mica - at the then current low prices of 18¢ to 40¢ per lb. (all high grade ruby mica).

RECOMMENDATION:

Field examination.

D. M. Larrabee

D. M. Larrabee

Larrabee:jeh
G-3/5/53

cc: Director's reading 4212
Branch reading 4212
DMEA 3
files G-228

REFER TO:

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

Memorandum

REVIEW OF APPLICATION DMEA-2904 (Mica)

To: L. G. Monk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Mica Industries Inc., Partnership, P. O. Box 336, Franklin, North Carolina.
Name of property: A. T. Hurst mine.
Location of property: In Macon County 11 miles northeast of Franklin, North Carolina.
Estimated cost of project: $5,490.00.
Summary of applicant's proposal:

1) Construct a new tunnel, 190 feet, at a 25-foot lower level in order to enter the main mica body.

Sources of information on applicant's property:
None.

Comments:

1) Mine was worked during the last war and production sold to Colonial Mica Corporation, but no production records are available for this time in our office.
2) During part of 1950 and 1951, the Mica Products Corporation of Franklin worked this mine to serve their scrap mica processing plant, but did not obtain sufficient scrap mica to continue operation. Applicant holds sales records for period between June 1950 and January 1951, showing sales of 114.03 tons of scrap; 3,347.24 lbs. of small punch, large punch, circle and pattern mica - at the then current low prices of 18¢ to 40¢ per lb. (all high grade ruby mica).

RECOMMENDATION:
Field examination.

D. M. Larrabee

D. M. Larrabee

Larrabee:jch
G-3/5/53

cc: Director's reading 4212
Branch reading 4212
DMEA 3
files G-228

G-MI-CAN ER TO:

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

Memorandum

REVIEW OF APPLICATION DMEA-2904 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Mica Industries Inc., Partnership, P. O. Box 336, Franklin, North Carolina.
Name of property: A. T. Hurst mine.
Location of property: In Macon County 11 miles northeast of Franklin, North Carolina.
Estimated cost of project: $5,490.00.
Summary of applicant's proposal:
1) Construct a new tunnel, 150 feet, at a 25-foot lower level in order to enter the main mica body.
Sources of information on applicant's property:
None.
Comments:
1) Mine was worked during the last war and production sold to Colonial Mica Corporation, but no production records are available for this time in our office.
2) During part of 1950 and 1951, the Mica Products Corporation of Franklin worked this mine to serve their scrap mica processing plant, but did not obtain sufficient scrap mica to continue operation. Applicant holds sales records for period between June 1950 and January 1951, showing sales of 114.03 tons of scrap; 3,347.24 lbs. of small punch, large punch, circle and pattern mica - at the then current low prices of 18¢ to 40¢ per lb. (all high grade ruby mica).
RECOMMENDATION:
Field examination.

D. M. Larrabee

D. M. Larrabee

Larrabee:jeh
G-3/5/53

cc: Director's reading 4212
Branch reading 4212
DMEA 3
files G-228

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

March 6, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2904, Mica, A. T. Hurst Mine, Macon County North Carolina

An exploration program for this property was denied on the recommendation of a field team examination, as recorded in the activities of DMEA-2221. On the basis of this fact, it is recommended this application be denied.

W. F. Dietrich

W. F. Dietrich

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

March 6, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2904, Mica, A. T. Hurst Mine, Macon County
North Carolina

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Signed

W. F. Dietrich

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

March 6, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2904, Mica, A. T. Hurst Mine, Macon County
North Carolina

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Signed

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 4 1953

March 2, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA- Region 7

Subject: Application of Mica Industries Inc. DMEA-2904 (mica)
A. T. Hurst Mine)

Reference is made to the subject application, copy of which was received in this office today.

This is the same property on which Mr. Odell Hurst made an application, DMEA-2221, and which was denied on the strength of a field examination made by Kefton H. Teague of the U.S.G.S.

There is nothing in the application which will lead one to believe that the property shows any thing more than what was reported in Mr. Teague's examination report of March 12, 1952.

Wm. A. Beck

Wm. A. Beck.

COPY

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

March 2, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Application of Mica Industries Inc. DMEA-2904 (mica)
A. T. Hurst Mine)

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There is nothing in the application which will lead one to believe that the property shows any thing more than what was reported in Mr. Teague's examination report of March 12, 1952.

/s/ Wm. A. Beck
Wm. A. Beck.

February 26, 1953

Mr. Frank Siersma, President
Mica Industries, Inc.
P. O. Box 336
Franklin, North Carolina

DMEA-2904
Subj: Exploration Assistance
Re: A. T. Hurst Mine

My dear Mr. Siersma:

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

Your application has been assigned Docket Number DMEA-2904 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2904 in any future correspondence relating to your application.

Sincerely yours,

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
FEB 24 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 2904
Metal or Mineral
Date Received 2-24-53
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:

MICA INDUSTRIES INC. (a North Carolina Corporation)
P. O. BOX 336
FRANKLIN, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING the lands described in deed from John C. Hurst to A. T. Hurst, et al, dated October 5, 1939, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book P-5 at page 178.

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

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

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

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

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

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

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

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

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

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

5. *The exploration project.*—(*a*) [redacted]e the mineral or minerals for which you wi[redacted] explore STRATEGIC RUBY MICA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated February 21st, 1953

MICA INDUSTRIES INC.
(Applicant)

By [signature] President

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 MICA INDUSTRIES INC. P.O. BOX 336 FRANKLIN, N.C. - MICA -

1. (c) OFFICERS: PRESIDENT: FRANK SIERSMA
VICE PRESIDENT: N. E. MASHBURN
SECRETARY-TREASURER: L. S. PENLAND

3. (d) Attached: Copy of lease from owners to Odell Hurst.
Copy of lease from Odell Hurst to N. E. Mashburn and Frank Siersma.
Copy of assignment from Mashburn & Siersma to Mica Industries Inc.
Owner's Consent to Lien (6 copies).

4. (a) This mine was worked during the last war and production sold to Colonial Mica Corporation. During part of 1950 and 1951, the Mica Products Corporation of Franklin worked this mine to serve their scrap mica processing plant. They recovered considerable pattern but not sufficient scrap mica to warrant continuing the operation.

Past work was by tunnel which extends approximately 45 feet into the mine. This tunnel appears to be following the vein - with richest portions at the bottom.

(b) Applicant holds copies of royalty and sales records furnished by Mica Products Corporation, covering the period between June, 1950, and January, 1951, showing sales of 114.03 tons of scrap; 3,347.24 pounds of small punch, large punch, circle and pattern mica - at the then current low prices of 18¢ to 40¢ per pound (all hygrade
(c) ruby nica).

(c) The pegmatite consists of feldspar, flint and hard, flat ruby mica. Books recovered have sheeted up to 4" x 6". Vein is exposed over 6 feet wide, beginning 20 feet within existing tunnel. Exploration is desired because of past working, the numerous outcroppings which appear in this formation, and because the property lies WITHIN the main mica lead passing thru the Franklin District - close to several large producing mines such as the Sheppard Knob, the Beasleys, etc.

(d) The A. T. Hurst is located 11 miles northeast of Franklin (supply, shipping and residence points), reached over State Highway 28 and Mica City Creek Road from West Mill.

(e) Sufficient manpower, materials, etc., available for all purposes.

5. (b) Most of past production was recovered from the bottom of existing tunnel. It is now proposed to construct a new tunnel, 150 feet, at a 25 foot lower level - to enter the main mica body.

(c) Work will start upon receipt of contract and be completed in 60 days.

(d) Norman Mashburn and Lawrence Penland will supervise this work. The former has mined and operated in this area for more than 20 years. The latter has spent over 30 years in shaft and tunnel construction in this district, in many States and in foreign countries. They are familiar with all known mining methods and can complete the work in the most satisfactory manner.

6. (b) Only independent contract will be for bulldozing, $240.00, to clear tunnel facing (20 hours @ $12.00 per hour).

(It is anticipated that the Field Team will approve on a footage basis; estimated at $35.00 per foot for tunnel (total, including dozing - $5,490.00).

Any other contingencies will be met by Applicant.

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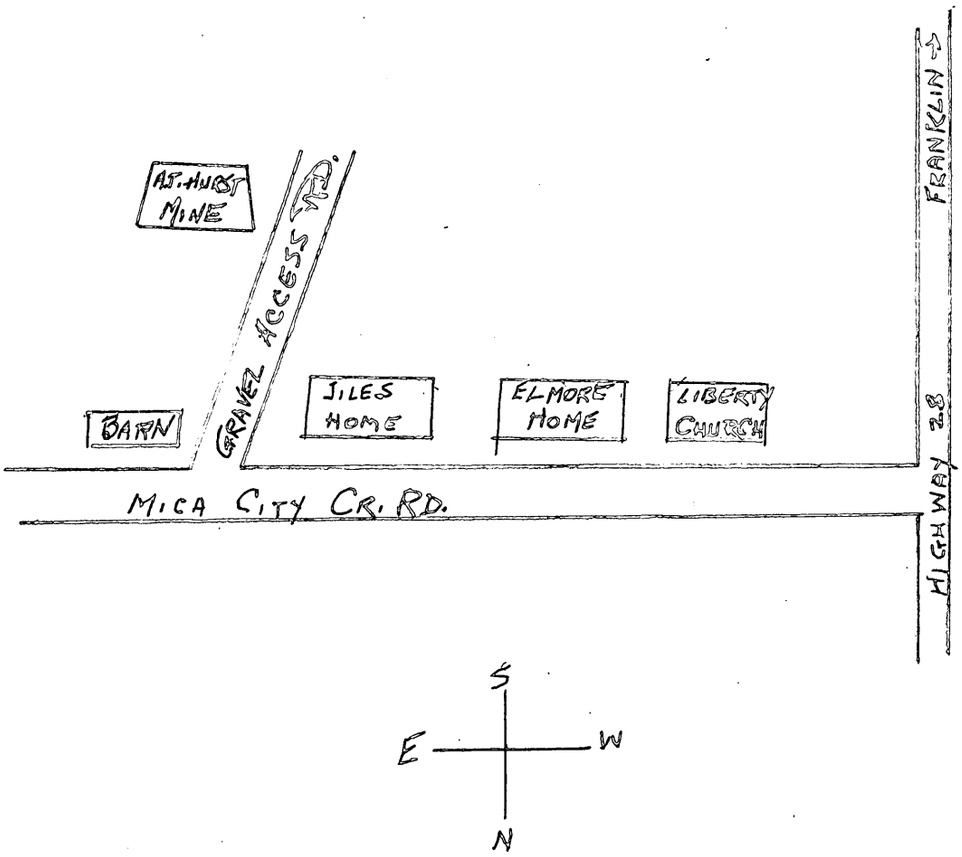
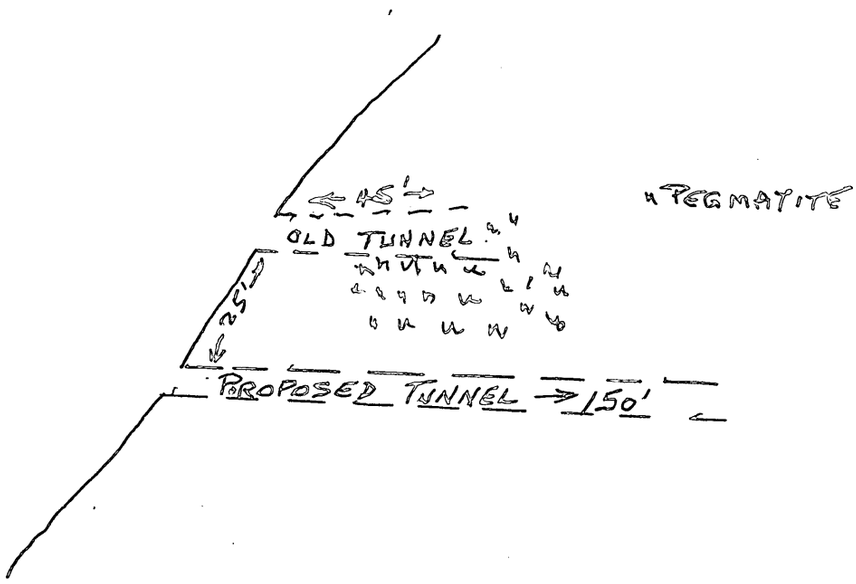
MF-103 MICA PRODUCTS INC. P.O. BOX 336 FRANKLIN, N.C. - MICA -

A. T. HURST MICA MINE





NORTH CAROLINA
MACON COUNTY

THIS LEASE AGREEMENT, made and entered into this 8th day of November, 1951, by and between PEARL HURST JILES and husband BEN JILES of Franklin, North Carolina, ODELL HURST and wife MONTA HURST of Franklin, North Carolina, DOVER HURST and wife CARRIE HURST of Newport News, Virginia, TROY HURST, single of Newport News, Virginia, PAUL HURST and wife OLLIE MAE HURST of Pontiac, Michigan, LEWIS HURST, single, of Pontiac, Michigan, ARTHUR HURST and wife GLORIA HURST of Pontiac, Michigan, MARYBELL HURST CHILDERS and husband CLYDE CHILDERS, of Pontiac, Michigan, KATE HURST BANKS and husband NATHANIEL BANKS of Pontiac, Michigan, parties of the first part, being all the heirs of A. T. HURST, DECEASED, and ODELL HURST of Franklin, North Carolina, party of the second part,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth the said parties of the first part have let and leased unto the said party of the second part, his heirs and assigns, the exclusive right to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land lying and being in Macon County, North Carolina, and being more particularly described as follows:

BEING the lands described in Deed from John C. Hurst to A. T. Hurst, et al, dated October 5, 1939 and recorded in the office of the Register of Deeds for Macon County, North Carolina in Book P-5, page 178.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as provided herein, this lease shall exist and continue for a term of ten (10) years from date hereof; however, it is mutually agreed that, upon compliance with its terms and conditions, same shall be automatically extended from year to year.

2. As rental or royalty, the party of the second part, his heirs or assigns, shall pay to the parties of the first part a sum equal to Twelve and One-half percent (12½%) of all sheet or block mica, One Dollar and Fifty Cents ($1.50) per ton for all scrap mica, Fifty Cents (50¢) per ton for all feldspar and the usual royalties for all other minerals mined and sold from said property.

3. All royalties shall be paid on the 20th day of each calendar month following the production, sale and receipt of the sale price thereof; and one ninth (1/9) of said royalties shall be paid at such times to Pearl and Ben Jiles, 1/9 to Odell Hurst and Monta Hurst, 1/9 to Dover and Carrie Hurst, 1/9 to Troy Hurst, 1/9 to Paul and Ollie Mae Hurst, 1/9 to Lewis Hurst, 1/9 to Arthur and Gloria Hurst, 1/9 to Marybell and Clyde Childers and 1/9 to Kate and Nathaniel Banks.

4. The party of the second part, his heirs and assigns, shall keep an accurate record of all sales of minerals from this property which shall be open to inspection by the parties of the first part.

5. In the event the party of the second part should apply for a government loan to explore or operate this property, the parties of the first part hereby authoricze the party of the second part to execute any required agreements, as their Attorney in Fact, in their name and stead.

6. So long as this lease remains in force the party of the second part, his heirs and assigns, in connection therewith, shall have and enjoy the following rights and privileges:

The right to use the surface of said lands, construct and place buildings and machinery thereon and remove same, cut and use any standing timber for necessary mining purposes, use any water on said lands, construct and maintain roads, in such locations as the party of the second part may deem advisable, together with complete right of ingress, egress and regress to and from all portions of said property, and generally to use said lands, as may be reasonably necessary or convenient in conducting mining operations thereon.

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

NORTH CAROLINA
MACON COUNTY

THIS LEASE AGREEMENT, made and entered into this 27th day of December, 1952, by and between ODELL HURST and wife MONTA HURST, parties of the first part, hereinafter referred to as Lessors, and N. E. MASHBURN and FRANK SIERSMA, parties of the second part, hereinafter referred to as Lessees, all of Macon County, North Carolina,

W I T N E S S E T H

That subject to the terms and conditions hereinafter set forth said Lessors hereby let and lease unto said Lessees, their heirs and assigns, the exclusive right to mine, dig and remove all minerals now in, under and upon a certain tract or parcel of land and being in Macon County, North Carolina, consisting of 40 acres more or less, and being more particularly described as follows:

BEING the lands described in Deed from John C. Hurst to A. T. Hurst, et al, dated October 5, 1939, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book P-5 at page 178.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Unless sooner terminated as herein provided, this lease shall exist and continue for a term of five (5) years from date hereof, however it is mutually agreed that upon compliance with its terms and conditions, same shall be automatically extended from year to year thereafter.

2. As rental or royalty, the said Lessees, their heirs and assigns shall pay to Lessors a sum equal to twelve and one-half percent (12½%) of the sale price of all sheet or block mica, One Dollar and Fifty Cents ($1.50) per ton for all scrap mica, Fifty Cents (50¢) per ton for Feldspar and the usual royalty for all other minerals sold from said property.

3. All royalties shall be paid on the 20th day of each calendar month following the production, sale and receipt of the sale price thereof.

4. Lessees, their heirs and assigns shall maintain and make available to Lessors, an an accurate record of all sales of minerals from said property.

5. Lessees, their heirs and assigns agree to conduct mining operations on said property for a period of not less than eight (8) months each year this lease remains in force.

6. It is mutually understood that this is a sublease based on a lease executed November 1. 1951, by Pearl Hurst Jiles, et al, to Lessors, which lease is in good standing as of this date.

So long as this lease remains in force said Lessees, their heirs and assigns, in connection therewith, shall have and unjoy the following rights and privileges:

The right to use the suface of said lands, construct and place buildings and machinery thereon and remove same, cut and use any standing timber for necessary mining purposes, use any water on said lands, construct and maintain roads to any part thereof, together with complete right of ingress, egress and regress to and from all portions of said property and generally to use said lands, as may be reasonable and necessary, in conducting mining operations thereon.

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

NORTH CAROLINA

MACON COUNTY

WE, N. E. MASHBURN and FRANK SIERSMA, of Macon County, North Carolina, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, hereby sell, assign and transfer to

MICA INDUSTRIES INC.

all our right, title and interest in and to the following lease:

BEING the lease executed on December 27, 1952, from Odell Hurst, et al, to us, covering the A. T. Hurst Mine, which lease is attached hereto and made a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 10th day of February, 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] the lands described in deed from John C. Hurst to AP Hurst et al, dated October 9, 1939, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book [illegible] at page 17[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]

P. O. Box 330

[illegible], N. C.

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/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 21st day of February, 1959.

Odell Hurst [Seal]

[Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] the land described in that [illegible] Lease to [illegible] et al, dated October 6, 1939, and recorded in the office of the Register of Deeds for [illegible] County, [illegible], in Book [illegible] on 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]

[illegible]

[illegible]

hereinafter called the "Operator"; and

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

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

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

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

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

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

Odell Hurst [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

_____

_____

_____

_____

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

2/_____

_____

_____

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this _____ day of _____, 195___.

_____ [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands described in deed from John C. Hurst to AT Hurst et al, dated October 5, 1939, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book P-5 at page 178.

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/ MICA INDUSTRIES INC.
P. O. BOX 336
FRANKLIN, N. C.

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/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 21st day of February, 195 3.

Odell Hurst [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

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

BEING the lands described in deed from John C. Hurst to AT Hurst et al, dated October 5, 1939, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book P-5 at page 178.

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/ MICA INDUSTRIES INC.
P. O. BOX 336
FRANKLIN, N. C.

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/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 21st day of February, 1953.

Odell Hurst [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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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 described in deed from John C. Hurst to AS Hurst et al, dated October 5, 1939, and recorded in the office of the Register of Deeds for Macon County, N. C., in Book P-5 at page 178.

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/ MICA INDUSTRIES INC.
P. O. BOX 336
FRANKLIN, N. C.

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/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 21st day of February, 1959.

Odell Hurst [Seal]

_____ [Seal]

_____ [Seal]

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

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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.

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(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.

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