DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2927

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.

One copy to USBM., to USGS. & to Region VII.

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

To:	Code 600, Room 4637	Date	3/16/53
To:	Feather	Date	3/17/53
To:	Open Com	Date	3-23-53
To:	Open Comm	Date	7-17-53
To:		Date	
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

July 9, 1953

Mr. Carlton A. Rogers
Route 3
Franklin, North Carolina

Re: Docket No. [illegible] - Mica
Carson Cove Film
Macon County, North Carolina

Dear Mr. Rogers:

Your application for aid for exploration project and other data available to us in findings concerning the above-named 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, although showing 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 lease to our attention.

Sincerely yours,

FRANK E. JOHNSON

ACTING Administrator

JHopkins:gad 7/16/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

DMEA-2927
Mica
Region VII

[illegible] NORTH CAROLINA. Carson Cove Mine, [illegible] 7-17-53 #243

DMEA-2927
Mica 4-24-53 no. 207
Region VII

CARLOS A. ROGERS, FRANKLIN, NORTH CAROLINA. Carson Cove Mine, Macon County, North Carolina.
Field Report recommending denial. The report was referred to the Commodity Group.

DMEA-2927
Mica
Region VII

Field Referral - Application

CARLOS A. ROGERS, FRANKLIN, NORTH CAROLINA. Carson Cove Mine, Macon County, North Carolina. 193
Letter to the Field requesting an examination and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the applicant. 3-23-53

July 16, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMMA-2947 - Mica
Carlos A. Rogers
Carson Cove Mine
Macon County, North Carolina

Closing letter: Denial of application attached.

Resume: Application dated March 13, 1953, although not entirely clear, proposes exploration by sinking a 60-foot shaft and driving 200 feet of drifts at an estimated cost of $12,600.00.

3/17/53	U. S. B. M. memo recommends field examination.
3/19/53	U. S. G. S. memo recommends field examination.
3/17/53	Field Team's report recommends denial as all the muscovite is of poor quality.
4/27/53	U. S. G. S. memo concurs with field team.
6/5/53	U. S. B. M. memo concurs with field team.
7/16/53	Denial letter prepared.

SIGNED

James Hopkins
Nonmetallic Minerals Division

JHopkins:gad 7/16/53
Copy to: Admr. R. File
Docket File
Mr. Houk

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

June 5, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2927, Mica, Carson Cove Mine, Macon County
North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is of poor quality.

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

April 27, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2927 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Carlos A. Rogers
Name of property: Carson Cove.
Location of property: 4 miles N. 86 W. of Franklin, N. C.
Date of field team report: April 13, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-4/27/53
cc: Director's reading 4212
~~Division 4210~~
Branch 4211
Branch reading 4212
DMEA 3
Norton G-230 files

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2927, CARSON COVE MINE (mica)
Franklin, Macon County, N. C.

Kefton H. Teague, Geologist
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

April 13, 1953

FIELD EXAMINATION REPORT
ON
DMEA-2927, CARSON COVE MINE (Mica)

Applicant: Carlos A. Rogers, R#3, Franklin, N.C.

Evidence exposed on this property does not indicate that a significant deposit of strategic mica occurs, therefore, the application for exploration assistance should be denied.

The Carson Cove property was examined on April 10, 1953. Mr. Carlos A. Rogers, the applicant, who was in an inebriated condition, accompanied the field examiners, and the examination required three hours.

This property, called the Carson Cove Mine in the application, is one of several prospects located near the head of Carson Cove, 6 miles by road and 4 airline miles N. 86° W., of Franklin, Macon County, North Carolina. Access to the mine is good.

The best exposed pegmatite is located along the west side of the Cove. This pegmatite has been exposed along its strike for 75 feet by a 25-foot deep bulldozer cut. The pegmatite ranges from 4 to 10 feet in thickness, pinching out completely at the northwest end of the cut. It is composed of weathered blocky potash feldspar, small quartz pods, much biotite, and a little broken, bent and knotty muscovite. The pegmatite trends about N. 30° W., dipping 45-60° SW. It is crosscutting the weathered biotite gneiss wall rock which strikes N. 75° W., and dips steeply SW.

About 90 percent of the mica is biotite in blocks up to 10 inches long. All of the muscovite is of poor quality.

Three other localities were examined on the property. At each of these places a little prospecting has been, but none contained mica of strategic quality.

April 13, 1953

K. H. Teague, Geologist, USGS

L. E. Shirley, Mining Engineer
U.S.M.B.

ZH

600

MAR 2 4 1953

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

Subject: Docket No. DMEA-2927 - Miss Carlos A. Rogers
Carson Cove Mine
Macon County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine.

Enclosed are two copies of memoranda from the Bureau of Mines and the Geological Survey.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. F. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

Enclosures 4

SAFeitler:gad 3/23/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Mr. Carlos L. Rogers
Route 3
Franklin, North Carolina

MAR 24 1953

Re: Docket No. DMEA-2927 - Mica
Carson Cove Mine
Macon County, North Carolina

Dear Mr. Rogers:

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

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Please submit a metes and bounds description of the Carson Cove tract of land and the book and page of recording of the deed from which the description was obtained.

Sincerely yours,

C. D. Mittenderf

Administrator

SAFe/tler:gad 3/23/53

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

IN REPLY REFER TO:

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

March 18, 1953

Memorandum

REVIEW OF APPLICATION DMEA - 2927 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey
Applicant: Carlos A. Rogers, Route 3, Franklin, North Carolina.
Name of property: Carson Cove mine.
Location of property: In Franklin Township, Macon County, North Carolina.
Estimated cost of project: $12,900.00
Summary of applicant's proposal:
2 shafts.
Sources of information on applicant's property:
1) Jahns, R. H., Carson Cove mine: Mica deposits of the Blue Ridge province, North Carolina and Georgia, U.S. Geol. Survey Prof. Paper, unpublished.
2) Colonial Mica Corporation purchase records.

Comments:
1) According to Colonial Mica records, total sales were 885.80 lbs. of sheet and punch mica worth $2237.08.
2) According to Jahns, "Most of the mica is small, warped, and tied, especially that in the narrower parts of the dike." Jahn's report is somewhat noncommittal, and a field examination will be needed.

RECOMMENDATION:

Field examination.

J. J. Norton

JJN:lmc
Copy to: Director's Reading, 4212
Branch Reading, 4212
DMEA (3)
Mr. Norton-G-228

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1953

March 17, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2927, Mica, Carson Cove Mine, Macon County
North Carolina

Bureau of Mines' records indicate that 70.50 pounds of full trimmed mica valued at $564 and 571.00 pounds of punch mica valued at $171.30 were sold from subject mine to Colonial Mica in 1945. On the basis of this fact and the applicant's description of the proposed program, a field team investigation is recommended to ascertain if an exploration program is justified.

Signed

W. F. Dietrich

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

Hopkins
Hank
Kunkel
Hedges
Selfridge

Mr. Carlos A. Rogers
Route 3
Franklin, North Carolina

JUL 2 0 1953

Re: Docket No. DMA-29-7 - Mica
Carson Cove Mine
Mason County, North Carolina

Dear Mr. Rogers:

Your application for aid for an exploration project and other data available to us in Washington concerning the above-named 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, 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 lease to our attention.

Sincerely yours,

FRANK E. JOHNSON (B.D.H.)

ACTING Administrator

mDA 7520-53

JHopkins:gm 7/15/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Denied

913

FILE COPY
SURNAME:

Hopkins

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

600

July 16, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2927 - Mica
Carlos A. Rogers
Carson Cove Mine
Macon County, North Carolina

Closing letter: Denial of application attached.

Resume: Application dated March 13, 1953, although not entirely clear, proposes exploration by sinking a 60-foot shaft and driving 200 feet of drifts at an estimated cost of $12,600.00.

3/17/53 U. S. B. M. memo recommends field examination.
3/19/53 U. S. G. S. memo recommends field examination.
3/17/53 Field Team's report recommends denial as all the muscovite is of poor quality.
4/27/53 U. S. G. S. memo concurs with field team.
6/5/53 U. S. B. M. memo concurs with field team.
7/16/53 Denial letter prepared.

SIGNED

James Hopkins
Nonmetallic Minerals Division

JHopkins:gad 7/16/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R.C.S. 7-17-53

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 2 1953

July 20, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 7

Subject: DMEA-2960, Rogers Mine (mica)

Your letter of July 16, copy of letter from the Applicant, dated July 8, and two copies of Mr. Mittendorf's reply dated July 16, have been received.

Evidently the original of the July 16 letter was sent directly to the applicant, as we received only the two carbons. However, the letter is entirely satisfactory and we would have forwarded it without further comment, had we received it.

The field examiners did not contact Mr. Rogers in advance, because the Rogers mine application had not been referred by the Operating Committee. As it was near the Carson Cove Mine, they decided to examine it and avoid necessity of a return trip later on. They report that the applicant's condition was such that it is doubtful if he know what he was doing on April 10, and for that reason they did not encourage him to accompany them to the Rogers Mine.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA-Reg. 7

Wm. A. Beck
Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

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

July 16, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2927 - Mica
Carlos A. Rogers
Carson Cove Mine
Macon County, North Carolina

Closing letter: Denial of application attached.

Resume: Application dated March 13, 1953, although not entirely clear, proposes exploration by sinking a 60-foot shaft and driving 200 feet of drifts at an estimated cost of $12,600.00.

3/17/53	U. S. B. M. memo recommends field examination.
3/19/53	U. S. G. S. memo recommends field examination.
3/17/53	Field Team's report recommends denial as all the muscovite is of poor quality.
4/27/53	U. S. G. S. memo concurs with field team.
6/5/53	U. S. B. M. memo concurs with field team.
7/16/53	Denial letter prepared.

James Hopkins
Nonmetallic Minerals Division

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

June 5, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2927, Mica, Carson Cove Mine, Macon County North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is of poor quality.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

Mr. Feitler

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

April 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 28 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2927 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Carlos A. Rogers
Name of property: Carson Cove.
Location of property: 4 miles N. 86 W. of Franklin, N. C.
Date of field team report: April 13, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

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

April 17, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1953

Memorandum

To: Operating Committee, D M E A- Washington

From: Field Team, D M E A - Region 7

Subject: Field Examination Report on DMEA-2927, Carson Cove Mine(mica).

Transmitted herewith are 4 copies of the above subject Field Examination Report. The Field team concurs in the denial of this application.

B. Gildersleeve, for.

Robert A. Laurence, Executive Officer
DMEA Field Trea, Reg. 7

W. A. Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
4-24-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2927, CARSON COVE MINE (mica)
Franklin, Macon County, N. C.

Kefton H. Teague, Geologist
U. S. Geological Survey

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

April 13, 1953

Reviewed by
PUBLIC INFORMATION COMMITTEE
4-24-53

FIELD EXAMINATION REPORT
ON
DMEA-2927, CARSON COVE MINE (Mica)

Applicant: Carlos A. Rogers, R#3, Franklin, N.C.

Evidence exposed on this property does not indicate that a significant deposit of strategic mica occurs, therefore, the application for exploration assistance should be denied.

The Carson Cove property was examined on April 10, 1953. Mr. Carlos A. Rogers, the applicant, who was in an inebriated condition, accompanied the field examiners, and the examination required three hours.

This property, called the Carson Cove Mine in the application, is one of several prospects located near the head of Carson Cove, 5 miles by road and 4 airline miles N. 86° W., of Franklin, Macon County, North Carolina. Access to the mine is good.

The best exposed pegmatite is located along the west side of the Cove. This pegmatite has been exposed along its strike for 75 feet by a 25-foot deep bulldozer cut. The pegmatite ranges from 4 to 10 feet in thickness, pinching out completely at the northwest end of the cut. It is composed of weathered blocky potash feldspar, small quartz pods, much biotite, and a little broken, bent and knotty muscovite. The pegmatite trends about N. 30° W., dipping 45-60° SW. It is crosscutting the weathered biotite gneiss wall rock which strikes N. 75° W., and dips steeply SW.

About 90 percent of the mica is biotite in blocks up to 10 inches long. All of the muscovite is of poor quality.

Three other localities were examined on the property. At each of these places a little prospecting has been, but none contained mica of strategic quality.

April 13, 1953

E. H. Teague, Geologist, USGS

L. E. Shirley, Mining Engineer
U.S.B.M.

mm

Route 3
Franklin, N. C.
March 30, 1953.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 3 1953

Defense Minerals Expl. Adm.
Department of the Interior
Washington 25, D. C.

Attention: Mr. C. O. Mittendorf
Administrator

Re; DMEA-2927 - Mica
Carson Cove Mine
Macon County, N.C.

Gentlemen:

Reference is being made to your letter of March 24th in which you request the following information:

Deed from Mrs. Ellen Barnard to W. M. Barnard, dated March 10, 1941; recorded in theoffice of the Register of Deeds for Macon County, in Book G-5 at page 8.

Description:

BEING a part of the Barnard Cove land on the watershed of Iotla Creek:- BEGINNING at a white oak in the east boundary line of the Barnard Carson Cove tract and the Government line and runs S 88 deg. 15' west 32 poles to an iron stake crossing the road leading up to the Carson Cove, this being a divisional line betweenMalcon Deweese and W. M. Barnard; then S 71 deg. W 54 poles to a stake and painter in the Government line being the west boundary line of the W. G. Barnard Carson Cove land witnessed by two Spanish Oaks and one Pine flayed and painted red; then with the Government line in a southern direction running various courses and distances with the Government line to the BEGINNING; being the remainder of the W. D. Barnard land in the Carson Cove adjoining the Government lands including the right of way of the road over the tract conveyed to Malcon Deweese and wife for the purpose of ingress and egress to the above described land.

Should you require any additional information in connection with my application, I will supply it promptly.

Very truly yours,

Carlos A. Rogers

CARLOS A. ROGERS

FILE COPY
SURNAME:

Feitler
Houk
Selfridge
Hedges

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

600

MAR 24 1953

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

Subject: Docket No. DMEA-2927 - Mica
Carlos A. Rogers
Carson Cove Mine
Macon County, North Carolina

Dear Mr. Laurence:

J.C. 3/24/53

Please arrange for a field examination of the subject mine.

Enclosed are two copies of memoranda from the Bureau of Mines and the Geological Survey.

Sincerely yours,

George H. Selfridge (GHS)

Chairman, Operating Committee

Approved:

J. H. Hedges (GHS)

Member, Bureau of Mines

A. R. Kinkel, Jr. (GHS)

Member, Geological Survey

Enclosures 4

SAFeitler:gad 3/23/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Hugh
Gillespie
Hyman

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

MAR 24 1953

Mr. Carlos W. Rogers
Route 3
Franklin, North Carolina

Re: Docket No. DMEA-2927 - Mica
Carson Cove Mine
Macon County, North Carolina

J.C. 3/24/53

Dear Mr. Rogers:

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

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Please submit a metes and bounds description of the Carson Cove tract of land and the book and page of recording of the deed from which the description was obtained.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

SAFeitler:gad 3/23/53

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

Mr [redacted]ouk

Just to call your attention to the fact that after a field exam (report rec'd from Region VII 7/24/51) the former application was denied. (FORMERLY DMA-1692).- Not same mine

2927

gad

IN REPLY REFER TO:

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

March 18, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 19 1953

Memorandum

REVIEW OF APPLICATION DMEA - 2927 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey
Applicant: Carlos A. Rogers, Route 3, Franklin, North Carolina.
Name of property: Carson Cove mine.
Location of property: In Franklin Township, Macon County, North Carolina.
Estimated cost of project: $12,900.00
Summary of applicant's proposal:
2 shafts.
Sources of information on applicant's property:
1) Jahns, R. H., Carson Cove mine: Mica deposits of the Blue Ridge province, North Carolina and Georgia, U.S. Geol. Survey Prof. Paper, unpublished.
2) Colonial Mica Corporation purchase records.

Comments:
1) According to Colonial Mica records, total sales were 885.80 lbs. of sheet and punch mica worth $2237.08.
2) According to Jahns, "Most of the mica is small, warped, and tied, especially that in the narrower parts of the dike." Jahn's report is somewhat noncommittal, and a field examination will be needed.

RECOMMENDATION:

Field examination.

J. J. Norton

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 13 1953

Not to be filled in by applicant

Docket No. dmea 2927
Metal or Mineral
Date Received 3-13-53
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:

CARLOS A. ROGERS
ROUTE 3
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 known as the Carson Cove Tract, situated upon the waters of Iotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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

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

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. COPY OF LEASE AND 6 COPIES OF OWNER'S CONSENT TO LIEN ATTACHED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated MARCH 12th, 1953

Carlos A. Rogers
(Applicant)

By .....

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

4. Property was first worked by several shallow shafts about ten years ago and again during the past war when a small amount of sales was made to Colonial Mica Corporation. Deepest shaft was about 30 feet and a small tunnel extended into the vein about 10 feet; all are now filled in.

Recently Applicant constructed a dozer cut, 200' long, 20' deep, 15' wide; at point shown on attached sketch. This was followed by a trench along cut side 40' long, 8' deep; exposing the vein (5' to 12' wide) - feldspar, flint and mica. Approximately 3000# of block mica - excellent ruby - was recovered, sheeting to 2" x 3".

The pegmatite area is easily accessible, from Carson Cove Road, for complete examination.

Property is within the mica lead, and close to such past producing mines as the Chalk Hill, Poll Miller, Allman Cove, Baird Cove, etc. Past shallow workings, and recent cut and trench, throughout the pegmatite have produced the evidence that large commercial mica deposits exist in this formation.

Mine is reached from Franklin (shipping, supply and residence points) over Highway 28, 3 miles north, then 2 miles northwest on Burningtown Road, 2 miles southwest on Olive Hill Road and 1 mile south on Carson Cove Road; then 200 yards to present open-cut.

Sufficient manpower, materials, etc., are available for all purposes.

5. See attached sketch. Proposed work is considered in two stages:

Stage 1. Construction of a shaft, 200' long, directly into the vein at a point approximately 50' below present cut.

Stage 2. This point appears on attached sketch, marked "2". Some past work has been done which, with appearance of pegmatite, shows the convergence of two (2) veins (a usual sign assuring large deposits). At this point it is proposed to construct a shaft to a depth of 60'.

Work can be started upon granting of contract and completed in forty (40) working days.

Applicant will supervise the work. His experience extends over more than 10 years in mica mining and processing.

6. Only independent contract will be for bulldozing (Project 1) to clear facing for tunnel; 30 hours @ $10.00 per hour - $300.00.

It is considered that the Field Team will approve the work under a footage basis contract; 200 feet of tunnel, @ app. $48.00 per foot with timber - $9,600.00; 60 feet of shaft @ app. $50.00 per foot with timber - $3,000.00. These figures are strictly estimates and can be definitely determined through consultation with the Field Team.

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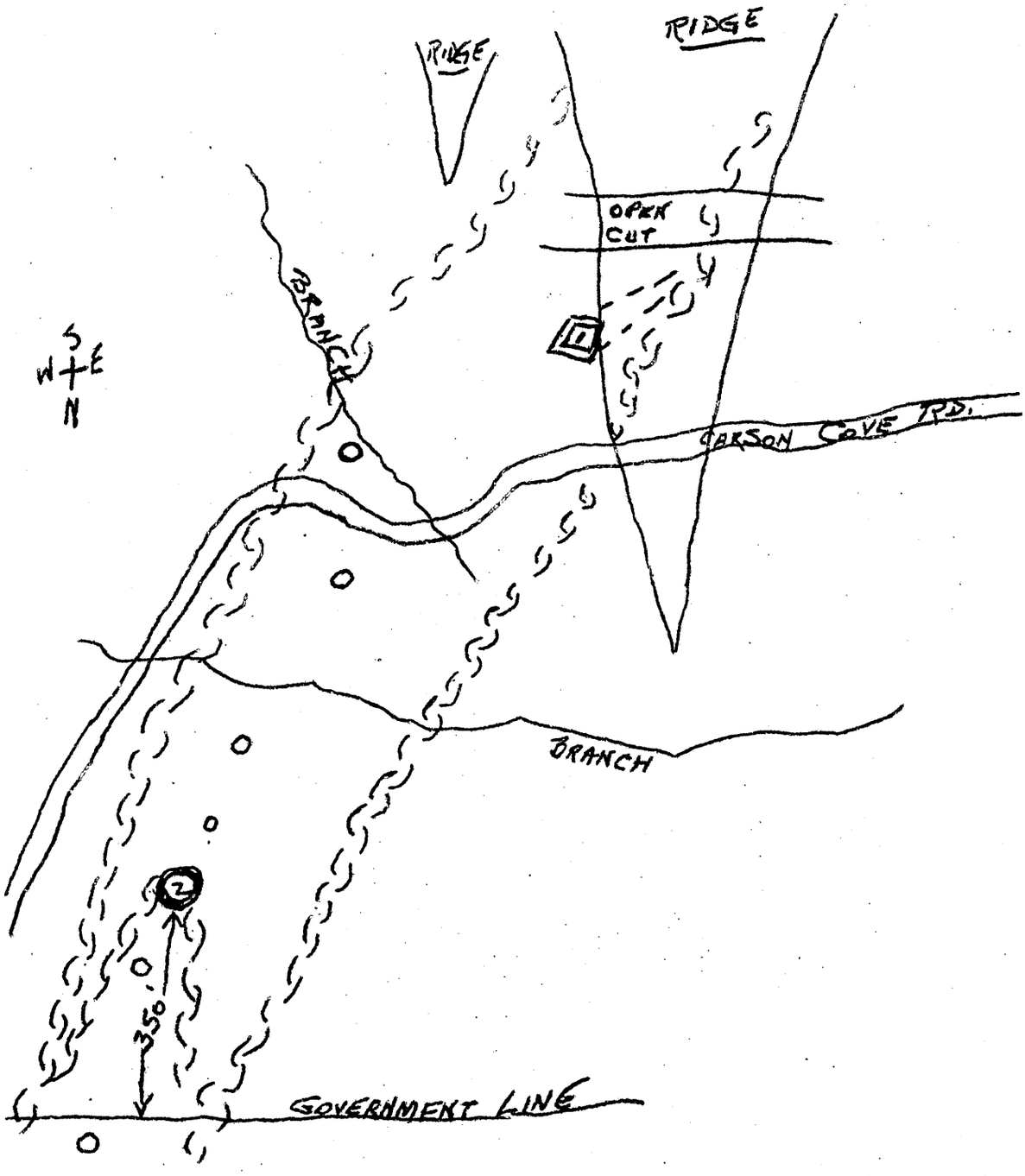
MF-103 CARLOS A. ROGERS ROUTE 3 FRANKLIN, N. C. - MICA -
CARSON COVE MINE
MACON COUNTY, N.C.



O - PAST WORKINGS WITHIN PEGMATITE; shallow shafts and one short tunnel. All are mostly covered.

Open-Cut made recently by Applicant; 200' long, 20' deep, 15' wide.

1. Proposed tunnel, 200' long (50' below cut).

2. Proposed shaft - 60'.

- - - -

MF-103 CARLOS A. ROGERS ROUTE 3 FRANKLIN, N.C. - MICA -
CARSON COVE MINE

LEASE COPY

THIS LEASE AGREEMENT, made and entered into this the 2nd day of September, 1952, by and between W. M. BARNARD and wife, NOBIA BARNARD, of Macon County, North Carolina, party of the first part, hereinafter designated as Lessors, and Carlos Rogers, of said county and state, hereinafter designated as Lessee, party of the second part,

W I T N E S S E T H

That the party of the first part does hereby lease unto the party of the second part, his heirs and assigns, the mica and mica mining privileges upon a certain tract or parcel of land in Franklin Township, Macon County, North Carolina, situated upon the waters of Iotla Creek, and known as the Carson Cove Tract, consisting of about one hundred acres, upon the following terms and conditions:

1. Lessee agrees to pay lessor a royalty of twelve and one half per cent (12½%) of the gross selling price pf all mica recovered from said property, and all royalty payments shall be due and payable within ten days from date of sale.

2. Lessee agrees to keep a record of all sales which shall be open for inspection of lessor at all times.

3. The duration of this lease shall be five years from the date hereof, but it is understood and agreed that if mining operations upon property shall prove profitable, that lessee shall have the right to renew this lease for an additional twelve months at the end of said time.

4. As a part of this lease, lessor gives the lessee the necessary right of way to build trails or roads upon said property as may be necessary for the installation of machinery and the proper operation of mines. Lessee shall have the further right to use such timber and water upon said property as may be necessary in his mining operations.

5. It is understood and agreed between the parties hereto that lessee will begin mining operations within thirty days from the date hereof, and continue such operations for as long as the same may be profitable. If at any time lessee shall discontinue his operation for as much as ninety (90) days, the lessors at their option may declare this lease to be terminated and of no further force and effect.

TO HAVE AND TO HOLD said mica and mining privileges hereunto set forth according to the terms hereof, unto the said Carolos Rogers, his heirs and assigns, to their only use and behoof.

IN WITNESS WHEREOF, the said W. M. Barnard and wife Nobia Barnard, lessors, and Carolos Rogers, lessee, have hereunto set their hands and affixed their seals, the day and year first above written.

s/ W. M. Barnard (SEAL)
s/ Nobia Barnard (SEAL)
s/ Carlos A. Rogers (SEAL)

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 18 1953

March 17, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2927, Mica, Carson Cove Mine, Macon County
North Carolina

Bureau of Mines' records indicate that 70.50 pounds of full trimmed mica valued at $564 and 571.00 pounds of punch mica valued at $171.30 were sold from subject mine to Colonial Mica in 1945. On the basis of this fact and the applicant's description of the proposed program, a field team investigation is recommended to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

March 16, 1953

Mr. Carlos A. Rogers
Route 3
Franklin, North Carolina

Subject: DMEA-2927
Re: Exploration Assistance
Carson Cove Mine

My dear Mr. Rogers:

The receipt of your application dated March 12, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2927 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2927 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 13 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 2927
Metal or Mineral
Date Received 3-13-53
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:

CARLOS A. ROGERS
ROUTE 3
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 known as the Carson Cove Tract, situated upon the waters of Iotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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

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

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. COPY OF LEASE AND 6 COPIES OF OWNER'S CONSENT TO LIEN ATTACHED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated MARCH 12th, 1953

Carlos A. Rogers
(Applicant)

By .....

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

4. Property was first worked by several shallow shafts about ten years ago and again during the past war when a small amount of sales was made to Colonial Mica Corporation. Deepest shaft was about 30 feet and a small tunnel extended into the vein about 10 feet; all are now filled in.

   Recently Applicant constructed a dozer cut, 200' long, 20' deep, 15' wide; at point shown on attached sketch. This was followed by a trench along cut side 40' long, 8' deep; exposing the vein (5' to 12' wide) - feldspar, flint and mica. Approximately 3000# of block mica - excellent ruby - was recovered, sheeting to 2" x 3".

   The pegmatite area is easily accessible, from Carson Cove Road, for complete examination.

   Property is within the mica lead, and close to such past producing mines as the Chalk Hill, Poll Miller, Allman Cove, Baird Cove, etc. Past shallow workings, and recent cut and trench, throughout the pegmatite have produced the evidence that large commercial mica deposits exist in this formation.

   Mine is reached from Franklin (shipping, supply and residence points) over Highway 28, 3 miles north, then 2 miles northwest on Burningtown Road, 2 miles southwest on Olive Hill Road and 1 mile south on Carson Cove Road; then 200 yards to present open-cut.

   Sufficient manpower, materials, etc., are available for all purposes.

5. See attached sketch. Proposed work is considered in two stages:

   Stage 1. Construction of a shaft, 200' long, directly into the vein at a point approximately 50' below present cut.

   Stage 2. This point appears on attached sketch, marked "2". Some past work has been done which, with appearance of pegmatite, shows the convergence of two (2) veins (a usual sign assuring large deposits). At this point it is proposed to construct a shaft to a depth of 60'.

   Work can be started upon granting of contract and completed in forty (40) working days.

   Applicant will supervise the work. His experience extends over more than 10 years in mica mining and processing.

6. Only independent contract will be for bulldozing (Project 1) to clear facing for tunnel; 30 hours @ $10.00 per hour - $300.00.

   It is considered that the Field Team will approve the work under a footage basis contract; 200 feet of tunnel, @ app. $48.00 per foot with timber - $9,600.00; 60 feet of shaft @ app. $50.00 per foot with timber - $3,000.00. These figures are strictly estimates and can be definitely determined through consultation with the Field Team.

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4. Property was first worked by several English owners about ten years ago and again during the past war when a small amount of ochre was made to Federal Ores Corporation. Present shaft was about 30 feet and a small tunnel extended into the vein about 15 feet; all ore was filled in.

Recently Applicant constructed a dozer cut, 200' long, 20' deep, 15' wide; at point shown on attached sketch. This was followed by a tunnel along out side 40' long, 8' deep; exposing the vein (3' to 12' wide) - Siderper, Flint and mica. Approximately 2000# of black mica - excellent ruby - was recovered, averaging 6" x 3".

The pegmatite area is easily accessible, from Jamesville road, for complete examination.

Property is within the mica load, and close to such past producing mines as the Shell Hill, Fort Fisher, Allens Cove, Baird Ave, etc. Last shallow workings, and vesent cut and tunnel, throughout the pegmatite have produced the evidence that large commercial mica deposits exist in this formation.

Mica is reached from Williamston (shipping, supply and residence points) over Highway 25, 3 miles north, then 2 miles northwest on Bensington road, 2 miles southwest on Olive Hill Road and 1 mile south on Jamesville road; then 200 yards to property.

Sufficient manpower, materials, etc., are available for all purposes.

5. See attached sketch. Proposed work is considered in two stages:

Stage 1. Construction of a small, 200' long, directly into the vein at a point approximately 30' below present cut.

Stage 2. This point appears on attached sketch, marked "2". Some past work has been done which, with appearance of pegmatite, shows the convergence of two (2) veins (a usual sign assuring large deposits). At this point it is proposed to construct a shaft to a depth of 40'.

Work can be started upon granting of contract and completed in forty (40) working days.

Applicant will supervise the work. His experience exends over more than 10 years in mica mining and processing.

6. Only independent contract will be for building (Project 2) to clear footing for tunnel; 30 hours @ $10.00 per hour - $300.00.

It is considered that the Field Team will approve the work under a footage basis contract; 200 feet of tunnel, @ avg. $48.00 per foot with timber - $9,600.00; 40 feet of shaft @ avg. $80.00 per foot with timber - $3,200.00. These figures are strictly estimates and can be definitely determined through consultation with the field team.

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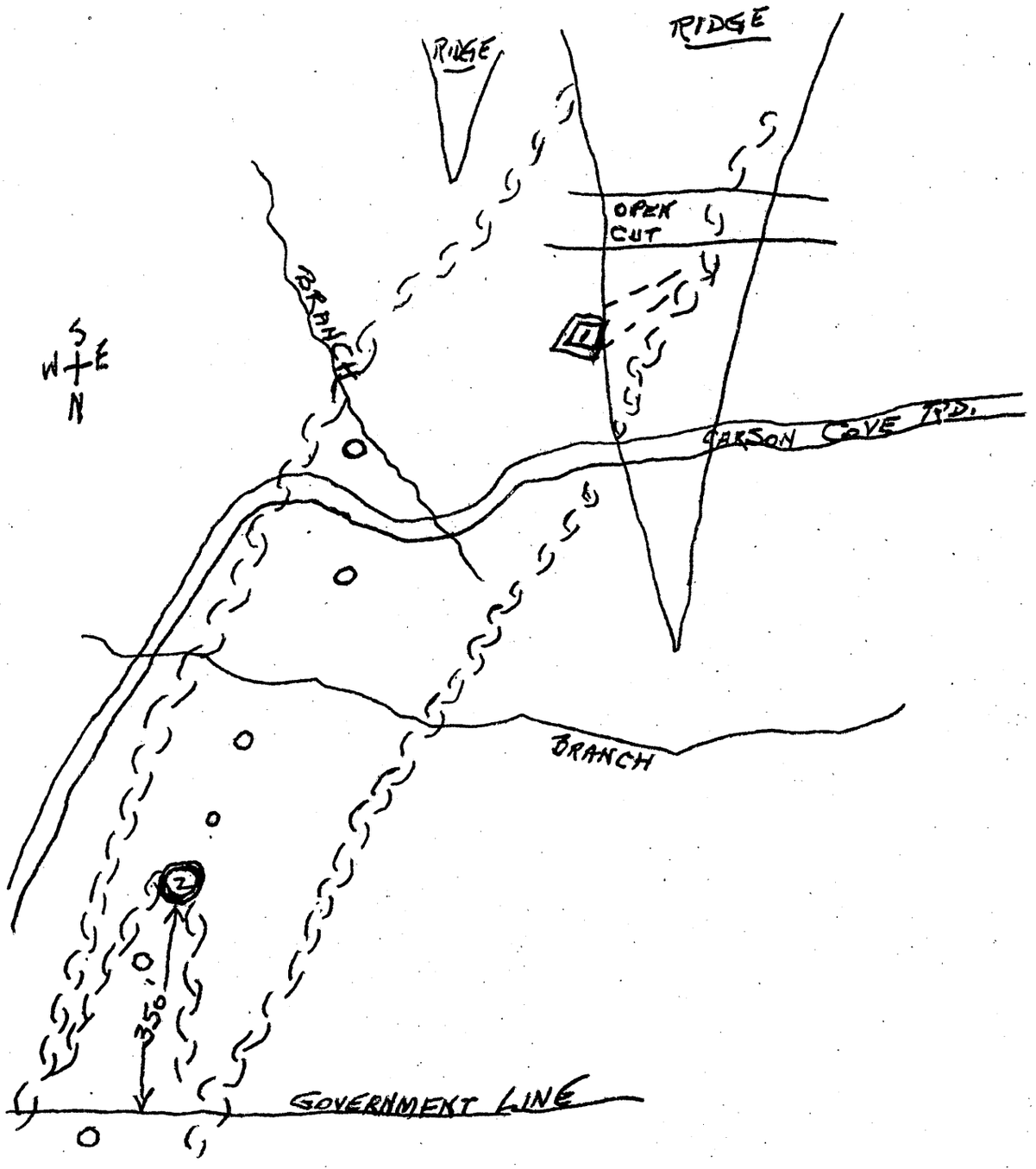
MF-103 CARLOS A. ROGERS ROUTE 3 FRANKLIN, N. C. - MICA -
CARSON COVE MINE
MACON COUNTY, N.C.



O - PAST WORKINGS WITHIN PEGMATITE; shallow shafts and one short tunnel. All are mostly covered.

Open-Cut made recently by Applicant; 200' long, 20' deep, 15' wide.

1. Proposed tunnel, 200' long (50' below cut).

2. Proposed shaft - 60'.

- - - -

MF-103 CARLOS A. ROGERS ROUTE 3 FRANKLIN, N.C. - MICA -
CARSON COVE MINE

LEASE COPY

THIS LEASE AGREEMENT, made and entered into this the 2nd day of September, 1952, by and between W. M. BARNARD and wife, NOBIA BARNARD, of Macon County, North Carolina, party of the first part, hereinafter designated as Lessors, and Carlos Rogers, of said county and state, hereinafter designated as Lessee, party of the second part,

W I T N E S S E T H

That the party of the first part does hereby lease unto the party of the second part, his heirs and assigns, the mica and mica mining privileges upon a certain tract or parcel of land in Franklin Township, Macon County, North Carolina, situated upon the waters of Iotla Creek, and known as the Carson Cove Tract, consisting of about one hundred acres, upon the following terms and conditions:

1. Lessee agrees to pay lessor a royalty of twelve and one half per cent (12½%) of the gross selling price pf all mica recovered from said property, and all royalty payments shall be due and payable within ten days from date of sale.

2. Lessee agrees to keep a record of all sales which shall be open for inspection of lessor at all times.

3. The duration of this lease shall be five years from the date hereof, but it is understood and agreed that if mining operations upon property shall prove profitable, that lessee shall have the right to renew this lease for an additional twelve months at the end of said time.

4. As a part of this lease, lessor gives the lessee the necessary right of way to build trails or roads upon said property as may be necessary for the installation of machinery and the proper operation of mines. Lessee shall have the further right to use such timber and water upon said property as may be necessary in his mining operations.

5. It is understood and agreed between the parties hereto that lessee will begin mining operations within thirty days from the date hereof, and continue such operations for as long as the same may be profitable. If at any time lessee shall discontinue his operation for as much as ninety (90) days, the lessors at their option may declare this lease to be terminated and of no further force and effect.

TO HAVE AND TO HOLD said mica and mining privileges hereunto set forth according to the terms hereof, unto the said Carolos Rogers, his heirs and assigns, to their only use and behoof.

IN WITNESS WHEREOF, the said W. M. Barnard and wife Nobia Barnard, lessors, and Carolos Rogers, lessee, have hereunto set their hands and affixed their seals, the day and year first above written.

s/ W. M. Barnard (SEAL)
s/ Nobia Barnard (SEAL)
s/ Carlos A. Rogers (SEAL)

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 known as the Carson Cove Tract, situated on the waters of Iotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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/ CARLOS A. ROGERS

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/$ 20,000.00, 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 12th day of March, 195 3.

W M Barnard [Seal]

Nolia Barnard [Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MAR 13 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 North Carolina, County of Macon, described as follows:1/

BEING the lands known as the Carson Cove Tract, situated on the waters of Iotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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/ CARLOS A. ROGERS

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/$ 20,000.00, 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 12th day of March, 195 3.

WM Barnard [Seal]

Nolia Barnard [Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MF-203

OWNER'S CONSENT TO LIEN

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

DEED the lands known as the Carson Cove Tract, situated on the waters of Iotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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/ CARSON A. [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/$ 20,000.00, 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 12th day of March, 195 3.

W M Barnard [Seal]

Nolia Barnard [Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MF-203

OWNER'S CONSENT TO LIEN

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

[illegible] the land known as the Carson Cove Tract, situated on the waters of Rotla Creek, in Franklin Township, Macon County, North Carolina, consisting of about 100 acres.

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

2/ [illegible]

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$[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 10th day of March, 195[illegible].

W M Barnard [Seal]

Nolia Barnard [Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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MF-203

OWNER'S CONSENT TO LIEN

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

[illegible]

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

2/ [illegible]

hereinafter called the "Operator"; and

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

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

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

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

W M Barnard [Seal]

Nolia Barnard [Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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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 production 3/ 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 ___.

Wm Barnard [Seal]
WM. BARNARD

Nolia Barnard [Seal]
NOLIA B.

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MAR 13 1953
DEPARTMENT OF THE INTERIOR
Dolores Mirandis Administration