600

AUG 31 1953

Mr. M. E. Burleson

Spruce Pine, North Carolina

Re: Docket No. DMEA-3051 - Mica
M. E. Burleson, John Phillips,
Frank Burleson and Sam Phillips,
Partnership
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Burleson:

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

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding material 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 mine to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

JTRobertson:gad 8/26/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Operating Committee

R ✓ DMEA-3051 Mica Region VII	BURLESON, BURLESON, PHILLIPS, & PHILLIPS, SPRUCE PINE, NORTH CAROLINA. Rosella Jones Prospect, Pickens County, Georgia. Letter to the Applicant denying the application.	8-28-53 #261
DMEA-3051 Mica R. Region VII	✓ BURLESON, PHILLIPS, PHILLIPS, AND BURLESON, SPRUCE PINE, NORTH CAROLINA. Rosella Jones Prospect, Pickens County, Georgia. Field Report recommending denial. The report was referred to the Commodity Group.	8-14-53 #255

August 24, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Denial and closing of Docket No. DMFA-3051 - Mica
Property: Rosella Jones Prospect
3 airline miles S. 60° E of Tate
Pickens County, Georgia.
Applicant: M. E. Burleson, John Phillips
Frank Burleson and Sam Phillips (a partnership)
Spruce Pine, North Carolina. (A leased property)
Correspondent: M. E. Burleson, Spruce Pine, N.C.
Amount requested: $7,100.00
Amount approved: None
Field Team Examination Report August 5, 1953, by K. H. Teague and J. F. O'Neal. A denial of application is recommended.

Closing and Denial: See copy of Administrator's letter of denial attached hereto.

Summary of Docket:

5/29/53 Received application Form MF-103.
5/29/53 Receipt of application acknowledged.
6/3/53 Received memo from D. M. Larrabee suggesting a referral to Region VII
6/15/53 Memo by W. F. Dietrich, USBM, suggesting field team referral.
7/13/53 Application referred to Region VII for field team examination.
8/5/53 Date of Field Team Examination Report. Written by Teague and O'Neal. A denial of application is recommended.
8/13/53 Memo from D. A. Brobst, USGS, concurs with denial of application.
8/20/53 Memo from W. F. Dietrich, concurs in recommendation of denial on the basis that the mica is non-strategic quality.

Resume: (Copy of Field Examination Report, August 5, 1953.)

"About 50 percent of the mica from this deposit is mineral stained. Past efforts to operate the deposit have met questionable success. There is no evidence to indicate that any future work will find better mica than previous operations; therefore, the examiners recommend that the application be denied.

"This deposit was examined July 24, 1953. Messrs. M. E. Burleson, Sam Phillips and Clingman Ellis accompanied the examiners on the inspection which required two hours.

"The prospect is two airline miles S. 45° W. of Dug Gap and three airline miles S. 60° E. of Tate, Pickens County, Georgia. This prospect is about one-eighth of a mile northeast of the mine designated the 'Jones-Bozeman Mine', DMEA-3050, by the applicants. Both deposits are covered by the same lease. Access is good at all times.

"A description of this prospect is given on P. 110 of Georgia Geological Survey, Bull. 48, 1943. No changes have been made since that report was prepared, therefore, there is no need for quoting it here.

"The examiners are of the opinion that too much of the mica at this deposit is mineral stained to permit a profitable operation, therefore, we recommend that the application be denied.

August 5, 1953

K. H. Teague, U. S. G. S.
James F. O'Neal, U. S. B. M."

Comment and Recommendation:

In view of the poor quality of the mica to be found at the Rosella Jones Prospect as reported by the field engineers, this application is recommended for denial by the Nonmetallic Minerals Division.

SIGNED

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:gad 8/26/53
Copy to: Admr. R. File
Docket File
Mr. Houk

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 21 1953

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

August 20, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3051, Mica, Rosella Jones Prospect, M. E. Burleson, Sam Phillips, and John Phillips, Pickens County, Georgia

I concur in the field team's recommendation for denial of subject application on the basis that the mica is non-strategic quality.

Signed

W. F. Dietrich

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

IN REPLY REFER TO:
G-ND-CNM

August 11, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3051 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant: M. E. Burleson, John Phillips, Frank Burleson, and Sam Phillips, c/o M. E. Burleson, Spruce Pine, North Carolina.
Name of property: Rosella Jones.
Location of property: Near Tate, Pickens County, Georgia.
Date of field team report: August 5, 1953.
Authorship of field team report: K. H. Teague and J. F. O'Neill.
Field team's recommendation: Denial of application.
Comments: About 50 percent of mica is mineral stained. There is no evidence that future work will find better mica than found in previous operations.
ACTION SUGGESTED:
Follow field team's recommendation.

D. A. Brobst

Brobst:jeh
8/11/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Brobst

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3051, ROSELLA JONES PROSPECT, (Mica)

Pickens County, Georgia

By

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

James F. O'Neal, Mining Engineer
U. S. Bureau of Mines

August 5, 1953

Field Examination Report
on
DMEA-3051, ROSELLA JONES PROSPECT, (Mica)

Applicants: M. E. Burleson, Sam Phillips,
John Phillips, Spruce Pine, N. C.
Frank Burleson, Plumtree, N. C.
c/o M. E. Burleson
Spruce Pine, North Carolina

About 50 percent of the mica from this deposit is mineral stained. Past efforts to operate the deposit have met questionable success. There is no evidence to indicate that any future work will find better mica than previous operations; therefore, the examiners recommend that the application be denied.

This deposit was examined July 24, 1953. Messrs. M. E. Burleson, Sam Phillips and Clingman Ellis accompanied the examiners on the inspection which required two hours.

The prospect is two airline miles S. 45° W. of Dug Gap and three airline miles S. 60° E. of Tate, Pickens County, Georgia. This prospect is about one-eighth of a mile northeast of the mine designated the "Jones-Bozeman Mine", DMEA-3050, by the applicants. Both deposits are covered by the same lease. Access is good at all times.

A description of this prospect is given on P. 110 of Georgia Geological Survey, Bull. 48, 1943. No changes have been made since that report was prepared, therefore, there is no need for quoting it here.

The examiners are of the opinion that too much of the mica at this deposit is mineral stained to permit a profitable operation, therefore, we recommend that the application be denied.

August 5, 1953

K. H. Teague, U. S. G. S.

James F. O'Neal, U. S. B. M.

IN REPLY REFER TO:
G-MD-CRA

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

June 2, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3051 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, and Frank Burleson, Plumtree, North Carolina.
Name of property: Rosella Jones.
Location of property: 2 miles S. 45° W. of Dug Gap, and 3 miles S. 60° E. of Tate, Georgia.
Summary of applicant's proposal:
1. 2 bulldozer cuts 100'x20'x10' deep.
2. 3 test pits in above cuts to depth of 20'.
3. Drift and crosscut 100' at bottom of most likely test pit.
Sources of information on applicant's property:
Ga. Geol. Survey Bull. 48, p. 110.
U.S.G.S. Prof. Paper 248-F, 1953, p. 386.
Comments:
This is the same property as covered by docket 3050, and should be included in that docket.
Since the mica formerly produced was non-strategic, samples of the mica should be submitted.
RECOMMENDATION:
Refer to field team.

D. M. Larrabee

Larrabee:jeh
G-6/2/53
cc:
Director's reading 4212
Branch read. 4212
DMEA (3)
Larrabee G-230

JUL 13 1953

600

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

Subject: Docket No. DMEA-3050 - Mica
Jones-Bozeman Mine
Docket No. DMEA-3051 - Mica
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Laurence:

Please review the subject applications and, if necessary, arrange for an on-site examination of the mines.

The lease, and amended description thereto, contains mistakes and omissions which the applicants should rectify.

1. The lease documents are not signed by the lessees.

2. The amended description contains no month in the date.

3. Deletions are not made to all copies and deletions preferably should be initialed.

4. Other minor corrections.

We are transmitting the lease (original and one copy) and the amendment to lease (original and four copies) which please review and deliver to the applicants for signatures and corrections. Also, please find 12 forms MF-203 (Revised July 1, 1953) which are to be filled out and signed by the land owner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

Enclosures 19

JTRobertson:gad 7/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA
Mr. Houk

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

June 15, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3051, Mica, Rosella Jones Prospect
Pickens County, Georgia

Subject property is near the Jones-Bozeman Mine, DMEA-3050. It is suggested that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

600

JUN 17 1953

Relation

Mr. M. S. Burleson

Spruce Pine, North Carolina

Re: Docket No. DMEA-3051 - Mica
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Burleson:

Reference is made to the subject exploration assistance application.

Your attention is called to the metes and bounds description contained in the mine lease. The traverse does not close and the description requires correction.

Please send us a sketch indicating thereon the proposed work and the approximate distances between the various pits and their location with respect to property boundaries.

Upon receipt of these data we will be prepared to proceed with the processing of the application.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 6/17/53

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

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3051

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

Copies to USGS, USBM and Region VII.

Routing Slip

To:	Code 600, Rm. 4637	Date	5/29/53
To:	Robertson	Date	6/5/53
To:	Gen Com	Date	7-10-53
To:	Gen Com	Date	8-28-53
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
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To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

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

913

August 28, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Owner's Consent to Lien on: DMEA-3050, Jones-Bozeman (mica) and DMEA-3051, Rosella Jones Prospect

Transmitted herewith are 6 copies of Owner's Consent to Lien on the Jones-Bozeman Mine and 5 copies on the Rosella Jones Prospect.

These were received in this office today.

Wm. A. Beck

C O P Y

MF-203
(Revised July 1, 1953)

DMEA - 3051

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 Georgia, County of Pickens, described as follows:1/

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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

2/ M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson doing business as Rosella Jones Prospect.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions _____

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs. Rosella Jones [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.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or 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 final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of 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, as follows:

(a) One and one-half ($1\frac{1}{2}$) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half ($1\frac{1}{2}$) percent of any such net amounts, plus one-half ($\frac{1}{2}$) percent of 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) percent 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 ($1\frac{1}{2}$) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half ($3\frac{1}{2}$) percent.)

c. Definitions.--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 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.

d. Lien for Payment.--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.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--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.

DnEA - 3051

MF-203
(Revised July 1, 1953)

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 Georgia, County of Pickens, described as follows:1/

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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

2/ M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson doing business as Rosella Jones Prospect.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs Rosella Jones [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.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or 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 final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of 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, as follows:

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

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of 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) percent 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) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--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 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.

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

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Dm EA - 3051

MF-203
(Revised July 1, 1953)

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 Georgia, County of Pickens, described as follows:1/

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County; Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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

2/ M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson doing business as Rosella- Jones Prospect.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs Rosella Jones [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.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or 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 final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of 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, as follows:

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

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of 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) percent 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) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--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 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.

d. Lien for Payment.--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.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--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.

DOMEC - 3051

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

DEPARTMENT OF THE INTERIOR
Bureau Land Management
RECEIVED

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

Beginning at a point 400 yards due West of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

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

2/ M. E. Burleson, Sam Phillips, John Phillips, and Frank Burleson doing business as Rosella-Jones Prospect.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs Rosella Jones [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.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or 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 final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of 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) percent 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) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

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f. No Obligation to Produce.--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.

MF-203
(Revised July 1, 1953)

DMEA - 3051

OWNER'S CONSENT TO LIEN

Recorded

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

Beginning at a point 400 yards due west of the Jones-Bozeman Mine located in Pickens County, Georgia; thence 400 yards South; thence 800 yards East; thence 800 yards South; thence 800 yards West; thence 400 yards South to the beginning.

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

2/ M. E. Burleson, Sam Phillips, John Phillips and Frank Burleson doing business as Rosella Jones Prospect.

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4. Changes and added provisions_____

Dated this 29th day of April, 1953.

/s/ X Mrs. Rosella Jones [Seal]

Mrs Rosella Jones [Seal]

[Seal]

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(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of 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) percent of such net amounts.

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f. No Obligation to Produce.--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.

913

FILE COPY
SURNAME:

Robertson
Houk
File
Gene
Lazrabee
Sullivan

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

AUG 31 1953

Mr. M. E. Burleson

Spruce Pine, North Carolina

Re: Docket No. DMEA-3051 - Mica
M. E. Burleson, John Phillips,
Frank Burleson and Sam Phillips,
Partnership
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Burleson:

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

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding material 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 mine to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

JTRobertson:gad 8/26/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Operating Committee

DENIED

R.C.G. 4-31-53

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

August 24, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Denial and closing of Docket No. DMEA-3051 - Mica
Property: Rosella Jones Prospect
3 airline miles S. 60° E of Tate
Pickens County, Georgia.
Applicant: M. E. Burleson, John Phillips
Frank Burleson and Sam Phillips (a partnership)
Spruce Pine, North Carolina. (A leased property)
Correspondent: M. E. Burleson, Spruce Pine, N.C.
Amount requested: $7,100.00
Amount approved: None
Field Team Examination Report August 5, 1953, by K. H. Teague and J. F. O'Neal. A denial of application is recommended.

Closing and Denial: See copy of Administrator's letter of denial attached hereto.

Summary of Docket:

5/29/53 Received application Form MF-103.
5/29/53 Receipt of application acknowledged.
6/8/53 Received memo from D. M. Larrabee suggesting a referral to Region VII
6/15/53 Memo by W. F. Dietrich, USBM, suggesting field team referral.
7/13/53 Application referred to Region VII for field team examination.
8/5/53 Date of Field Team Examination Report. Written by Teague and O'Neal. A denial of application is recommended.
8/13/53 Memo from D. A. Brobst, USGS, concurs with denial of application.
8/20/53 Memo from W. F. Dietrich, concurs in recommendation of denial on the basis that the mica is non-strategic quality.

Resume: (Copy of Field Examination Report, August 5, 1953.)

"About 50 percent of the mica from this deposit is mineral stained. Past efforts to operate the deposit have met questionable success. There is no evidence to indicate that any future work will find better mica than previous operations; therefore, the examiners recommend that the application be denied.

"This deposit was examined July 24, 1953. Messrs. M. E. Burleson, Sam Phillips and Clingman Ellis accompanied the examiners on the inspection which required two hours.

"The prospect is two airline miles S. 45° W. of Dug Gap and three airline miles S. 60° E. of Tate, Pickens County, Georgia. This prospect is about one-eighth of a mile northeast of the mine designated the 'Jones-Bozeman Mine', DMEA-3050, by the applicants. Both deposits are covered by the same lease. Access is good at all times.

"A description of this prospect is given on P. 110 of Georgia Geological Survey, Bull. 48, 1943. No changes have been made since that report was prepared, therefore, there is no need for quoting it here.

"The examiners are of the opinion that too much of the mica at this deposit is mineral stained to permit a profitable operation, therefore, we recommend that the application be denied.

August 5, 1953

K. H. Teague, U. S. G. S.
James F. O'Neal, U. S. B. M."

Comment and Recommendation:

In view of the poor quality of the mica to be found at the Rosella Jones Prospect as reported by the field engineers, this application is recommended for denial by the Nonmetallic Minerals Division.

Jasper T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Robertson
Hank

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

August 24, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Denial and closing of Docket No. DMFA-3051 - Mica
Property: Rosella Jones Prospect
3 airline miles S. 60° E of Tate
Pickens County, Georgia.
Applicant: M. E. Burleson, John Phillips
Frank Burleson and Sam Phillips (a partnership)
Spruce Pine, North Carolina. (A leased property)
Correspondent: M. E. Burleson, Spruce Pine, N.C.
Amount requested: $7,100.00
Amount approved: None
Field Team Examination Report August 5, 1953, by K. H. Teague and J. F. O'Neal. A denial of application is recommended.

Closing and Denial: See copy of Administrator's letter of denial attached hereto.

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8/5/53 Date of Field Team Examination Report. Written by Teague and O'Neal. A denial of application is recommended.
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8/20/53 Memo from W. F. Dietrich, concurs in recommendation of denial on the basis that the mica is non-strategic quality.

R.C.G.
8-31-53

Resume: (Copy of Field Examination Report, August 5, 1953.)

"About 50 percent of the mica from this deposit is mineral stained. Past efforts to operate the deposit have met questionable success. There is no evidence to indicate that any future work will find better mica than previous operations; therefore, the examiners recommend that the application be denied.

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"The prospect is two airline miles S. 45° W. of Dug Gap and three airline miles S. 60° E. of Tate, Pickens County, Georgia. This prospect is about one-eighth of a mile northeast of the mine designated the "Jones-Bozeman Mine', DMEA-3050, by the applicants. Both deposits are covered by the same lease. Access is good at all times.

"A description of this prospect is given on P. 110 of Georgia Geological Survey, Bull. 48, 1943. No changes have been made since that report was prepared, therefore, there is no need for quoting it here.

"The examiners are of the opinion that too much of the mica at this deposit is mineral stained to permit a profitable operation, therefore, we recommend that the application be denied.

August 5, 1953

K. H. Teague, U. S. G. S.
James F. O'Neal, U. S. B. M."

Comment and Recommendation:

In view of the poor quality of the mica to be found at the Rosella Jones Prospect as reported by the field engineers, this application is recommended for denial by the Nonmetallic Minerals Division.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:gad 8/26/53
Copy to: Admr. R. File
Docket File
Mr. Houk

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 21 1953

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

August 20, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3051, Mica, Rosella Jones Prospect, M. E. Burleson, Sam Phillips, and John Phillips, Pickens County, Georgia

I concur in the field team's recommendation for denial of subject application on the basis that the mica is non-strategic quality.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 13 1953

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

August 11, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3051 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. A. Brobst, U. S. Geological Survey
Applicant: M. E. Burleson, John Phillips, Frank Burleson, and Sam Phillips, c/o M. E. Burleson, Spruce Pine, North Carolina.
Name of property: Rosella Jones.
Location of property: Near Tate, Pickens County, Georgia.
Date of field team report: August 5, 1953.
Authorship of field team report: K. H. Teague and J. F. O'Neill.
Field team's recommendation: Denial of application.
Comments: About 50 percent of mica is mineral stained. There is no evidence that future work will find better mica than found in previous operations.
ACTION SUGGESTED:
Follow field team's recommendation.

D. A. Brobst

D. A. Brobst

R

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

August 7, 1953

Memorandum

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

From: Field Team, Region VII

Subject: Field Examination Reports: DMEA-3051 (Mica) Georgia
DMEA-3101 (Mica) North Carolina

Transmitted herewith are four copies of each of the following field examination reports:

DMEA-3051, Rosella Jones prospect, Georgia
Burleson, Phillips, Phillips & Burleson, applicants

DMEA-3101, Covington No. 2 Mine, North Carolina
W. H. Covington, applicant

The Field Team is in agreement with the examiners' recommendation for denial of both applications.

Robert A. Laurence
Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII

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

Enclosures 8

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

8/28/53

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3051, ROSELLA JONES PROSPECT, (Mica)

Pickens County, Georgia

By

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

James F. O'Neal, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

August 5, 1953

Field Examination Report
on
DMEA-3051, ROSELLA JONES PROSPECT, (Mica)

Applicants: M. E. Burleson, Sam Phillips,
John Phillips, Spruce Pine, N. C.
Frank Burleson, Plumtree, N. C.
c/o M. E. Burleson
Spruce Pine, North Carolina

About 50 percent of the mica from this deposit is mineral stained. Past efforts to operate the deposit have met questionable success. There is no evidence to indicate that any future work will find better mica than previous operations; therefore, the examiners recommend that the application be denied.

This deposit was examined July 24, 1953. Messrs. M. E. Burleson, Sam Phillips and Clingman Ellis accompanied the examiners on the inspection which required two hours.

The prospect is two airline miles S. 45° W. of Dug Gap and three airline miles S. 60° E. of Tate, Pickens County, Georgia. This prospect is about one-eighth of a mile northeast of the mine designated the "Jones-Bozeman Mine", DMEA-3050, by the applicants. Both deposits are covered by the same lease. Access is good at all times.

A description of this prospect is given on P. 110 of Georgia Geological Survey, Bull. 48, 1943. No changes have been made since that report was prepared, therefore, there is no need for quoting it here.

The examiners are of the opinion that too much of the mica at this deposit is mineral stained to permit a profitable operation, therefore, we recommend that the application be denied.

August 5, 1953

K. H. Teague, U. S. G. S.

James F. O'Neal, U. S. B. M.

FILE COPY
SURNAME:

Robertson
Houk
Mattenoy

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

JUN 17 1953

Mr. M. S. Burleson

Spruce Pine, North Carolina

Re: Docket No. DMEA-3051 - Mica
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Burleson:

Reference is made to the subject exploration assistance application.

Your attention is called to the metes and bounds description contained in the mine lease. The traverse does not close and the description requires correction.

Please send us a sketch indicating thereon the proposed work and the approximate distances between the various pits and their location with respect to property boundaries.

On receipt of these data we will be prepared to proceed with the processing of the application.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JTRobertson:gad 6/17/53

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

6-17-53

FILE COPY
SURNAME:

Robertson
Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

JUL 13 1953

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

Subject: Docket No. DMEA-3050 - Mica
Jones-Bozeman Mine
Docket No. DMEA-3051 - Mica
Rosella Jones Prospect
Pickens County, Georgia

Dear Mr. Laurence:

Please review the subject applications and, if necessary, arrange for an on-site examination of the mines.

The lease, and amended description thereto, contains mistakes and omissions which the applicants should rectify.

1. The lease documents are not signed by the lessees.

2. The amended description contains no month in the date.

3. Deletions are not made to all copies and deletions preferably should be initialed.

4. Other minor corrections.

We are transmitting the lease (original and one copy) and the amendment to lease (original and four copies) which please review and deliver to the applicants for signatures and corrections. Also, please find 12 forms MF-203 (Revised July 1, 1953) which are to be filled out and signed by the land owner.

Sincerely yours,

George C. Selfridge (JHB)
Chairman, Operating Committee

Approved:

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

A. R. Kinkel, Jr. (JHB)
Member, Geological Survey

Enclosures 19

JTRobertson:gad 7/9/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA
Mr. Houk

R.C.G. 7-13-53

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

June 15, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3051, Mica, Rosella Jones Prospect
Pickens County, Georgia

Subject property is near the Jones-Bozeman Mine, DMEA-3050. It is suggested that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

not assigned.

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

June 2, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 3 1953

Memorandum

REVIEW OF APPLICATION DMEA-3051 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: M. E. Burleson, Sam Phillips, John Phillips, Spruce Pine, and Frank Burleson, Plumtree, North Carolina.
Name of property: Rosella Jones.
Location of property: 2 miles S. 45° W. of Dug Gap, and 3 miles S. 60° E. of Tate, Georgia.
Summary of applicant's proposal:

1. 2 bulldozer cuts 100'x20'x10' deep.
2. 3 test pits in above cuts to depth of 20'.
3. Drift and crosscut 100' at bottom of most likely test pit.

Sources of information on applicant's property:
Ga. Geol. Survey Bull. 48, p. 110.
U.S.G.S. Prof. Paper 248-F, 1953, p. 386.
Comments:

This is the same property as covered by docket 3050, and should be included in that docket.

Since the mica formerly produced was non-strategic, samples of the mica should be submitted.

RECOMMENDATION:
Refer to field team.

D M Larrabee

D. M. Larrabee

May 29, 1953

Mr. M. E. Burleson
Spruce Pine, North Carolina

Subject: DMEA-3051
Re: Exploration Assistance
Rosella Jones Prospect

My dear Mr. Burleson:

The receipt of your application dated May 29, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3051 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3051 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS
Robert E. Adams
Chief, Operations Control
and Statistics Division

M I N I N G L E A S E

State of Georgia Pickens County:

This indenture made this 11 th. day of April, 1953

between Mrs. Rosella Jones

of Pickens County and State of Georgia, as party of the first part,

and known as lessor ___, and Frank Burleson, M. E. Burleson, Sam Phillips, and John Phillips

of Mitchell & Avery County and State of North Carolina, party of the second

part and known as lessee.

WITNESSETH: That the party of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor ___, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

Beginning at a point 400 yards due west of the Jones-bozeman mine located in Pickens County, Georgia; thence 800 yds. due South; thence 800 yds. due West; thence 400 yds. due North to the beginning, ("This mine is located two miles (airline) S. 45' W. of Dug Gap and three miles (airline) S. 60' E. of Tate, Ga. on the property of Mrs. Rosella Jones. "Mica-Bearing Pegmatite of Ga. 1943".

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the saime in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the land herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have right to take from said land leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) An it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egrees to said mines or land upon which exploration is being conducted.

It is further agreed; that Mr. C. E. Buchanan will have the privilege of inspecting the mining and the books anytime he see fit in regards to all minerals coming off the J. E. Jones estate.

It is further agreed; that in case sufficient scrap mdda is found to justify a scrap recovery plant that the parties of the second part may build such plant or can promote building of such plant and that we will have the privilege to use any water or timber available and that we will be able to dump our waste into any stream on the property.

It is further agreed; that in case the owner decides to sell the property that he will give the lessees the privilege of refusal of purchasing it.

It is further agreed; that this lease will be transferable in case the lessees decided to sell their option.

It is further agreed; that all checks and all money's paid on royalties will be made direct to Mrs. C. E. Buchanan, Hapeville, Ga.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the party ____ of the first part, or his or their heirs or assigns, a rental royalty of 1/8 on pattern mica and $1.50 per ton on all scrap mica. Royalties to be payable on the 10th of each following month after sale.

on the minerals taken and sold from said mines which shall be for the useof the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the part y of the first part or by the continuation of any mining operations then being conducted. The lessor ___reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it isagreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of twwo years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor____. The leesee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness: SS/ X Mrs. Rosella Jones (Seal)

SS/ Rhodes Lockhart _____ (Seal)

Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

_____ (Seal

Georgia, Fulton COUNTY:

The execution of the foregoing instrument was this day acknowledged before me by

Mrs. Rosella Jones the grantor for the purposes therein expressed. Let, the same, with this certificate, be registered. This 21 st. day of April, 1953

SS/ Rhodes Lockhart

Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

******

The undersigners does hereby accept the above amendment to the original lease, and agrees to the terms of said leade, and agrees that the tems of same stand in full force and effect.

Frank Burleson
M. E. Burleson

Son L. Phillips
John Phillips

STATE OF GEORGIA

PICKENS COUNTY

AMMENDMENT TO LEASE GIVEN TO
M. E. Burleson, Frank Burleson,
Sam Phillips and John Phillips

THE Lessors hereby gives and ammends the original lease which was given and held by M. E. Burleson, Frank Burleson, Sam Phillips, and John Phillips, said lease was dated April 11th, 1953, same is ammended so as to include the following description of said mica mine.

> BEGINNING at a point 400 yards due west of the Jones-Bozeman Mine located in Pickens County, Georgia: thence 400 yards South; thence 800 yards East; thence 800 yards North; thence 800 yards West; thence 400 yards South to the beginning.

The above description is to be used and is to take the place of the original description in the Orginal lease made the 11th day of April, 1953, by Mrs. Rosella Jones of Pickens County, Georgia, to M. E. Burleson, Frank Burleson, Sam Phillips and John Phillips of Mitchell and Avery County, N. C.

WITNESS our hands and seals the ~~day and year first written.~~ 29th of June 1953

/s/ X Mrs. Rosella Jones (Seal)

Witness:

_____ (Seal)

/s/ Rhodes Lockhart
Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

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Sam L. Phillips

M. E. Burleson

John Phillips

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PICKENS COUNTY

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Notary Public, Fulton County, Georgia
My Commission Expires September 13, 1955

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STATE OF GEORGIA

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My Commission Expires September 13, 1955

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Frank Burleson
M. E. Burleson

Sam L. Phillips
John Phillips

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. DMEA-3051
Metal or Mineral
Date Received 5/29/53
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: M. E. Burleson, Sam Phillips, John Phillips all of Spruce Pine, N. C. and Frank Burleson of Plumtree, 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 This is lease prpperty (lease is attached in 3 (d) below.

(*b*) State any mine name by which the property is known. Rosella Jones Prospect

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not owner

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

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

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

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

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

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

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

.....

(*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)?

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

☐ 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 ....., 195...

.....
(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

MF 103

1. (a) M. E. Burleson, Sam Phillips, John Phillips, all of Spruce Pine, N. C. and Frank Burleson of Plumtree, N. C.

   (b) Partnership

2. No Answer.

3. (a) This is lease property (Lease is attached in 3 (d) below.)

   (b) Rosella Jones Prospect.

   (c) Lessee

   (d) Lease is attached as Exhibit A.

   (e) Not owner.

   (f) Land is held by Landlord. No land patents involved.

4. (a) Physical works set forth on map attached as Exhibit B.

   (b) The best report that seems to be avialable as to the past history of this mine is found in The Geological Survey Bulletin Number 48, Mica Bearing Pegmatites of Georgia, page 110.

   (c) The last operator or operat ors was Frank Burleson and M. E. Burleson and they ceased operations because they didnot have sufficient capital to place the necessary machinery at the mine for an efficient operation of said mine.

   (d) This mine is located two miles (airline) S. 45' W. of Dug Gap and three miles (airline) S. 60' E. of Tate on the property of Mrs. Rozella Jones. The mine is three quarters of a mile southwest of Federal School, and one mile west of Fourmile Creek. There has been mining at this locality at various times for the past fifty years on Lot 181, District 4, Section 2.

   (e) There is ample experience manpower available. Electricty is within a quarter of a mile. No difficulty is contemplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of ruby mica of stockpile grade.

   (b) It is proposed 2 bulldozer cuts 100 feet long 20 feet wide, 10 feet deep.

   Then it is proposed 3 test pits in bulldozer cuts 20 feet deep ~~at~~.

   Then it is proposed to drift and crosscut 100 feet at bottom of most likely test pit .

   (c) The work will be started as soon as the contract is approved by the Government and the work should be concluded within 6 months.

   (d) Attached as Exhibit C.

6. Estimate of Costs.

(a) Independent Contracts-None.

(b through h)

(1)	2 Bulldozer Cuts			$1500.00
(2)	3 Test Pits	20 feet deep each	@$35.00 ft.	2100.00
(3)	Drifting and Crosscut	100 feet	@$35.00 ft.	3500.00
			Total	$7100.00

7. (a) Applicant will pay in money 10% required by regulation.

Frank Burleson

Mr. Burleson was borned May 1, 1888, in Avery County. He completed high school at Lee-Mckae. He has been a merchan for 35 years.

He has been connected with mica and feldspar mining all of his life.

Mr. Burleson has a fine reputation in this section of North Carolina, where he has lived all his life.

He has been connected with the following mines:

Old Elk Mine

Old Fox Mine

Benfield Mine

Slippery Elm Mine

and various others.

For reference write:

Mr. Ira Vance
Plumtree, N. C.

Rev. T. M. Clapp
Plumtree, N. C.

Mr. J. F. Jones
Plumtree, N. C.

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 Georgia, County of Pickens, described as follows:1/

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips, and John Phillips, trading and doing business as the Rosella Jones Mining Company.

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

M. A. Burleson

Mr. Burleson was borned July 1, 1904, in Avery County. He completed high school and then graduated from the University of North Carolina with a B. S. Degree in Commerce.

He has been a merchant for 22 years in Spruce Pine, North Carolina, in retail business under the name Burleson Store Co., which was for many years the largest retail store in Mitchell County.

He has been connected in mica business in one form or another most of his life. He was in the jiging business and mining during World War II, and also now during the present Government Program he has been jiging and mining .

The following is a list of some of the mines Mr. Burleson has been connected with, Grindstaff Mine and Mitchell Branch Mine in Yancy County, Letterman Mine in Cleveland County, Rosella Jones Mine in north Georgia, and Adams Mine in central Georgia.

Mr. Burleson's reputation for honesty, trustworthyness and integrity is beyond reproach in this section of North Carolina, where he has lived all his life.

For reference write:

Rev. T. W. Clapp
Plumtree, N. C.

Dr. C. A. Peterson
Spruce Pine, N. C.

Mr. Tom Keys
Erwin, Tenn.

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 Georgia, County of Pickens, described as follows:1/

in a lease dated April 11th, 1953, recorded in Book DD at page 578-9 official records of said County.

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/ Frank Burleson, M. E. Burleson, Sam Phillips and John Phillips, trading and doing business as the Rosella Jones Mining Company.

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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.

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

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

MF-203

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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/ Frank Burleson, M. E. Burleson, Sam Phillips, and John Phillips, trading and doing business as the Rosella Jones Mining Company.

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

_____ [Seal]

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

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Dated this _____ day of _____, 195 ___.

SS/ Mrs. Rosella Jones [Seal]

_____ [Seal]

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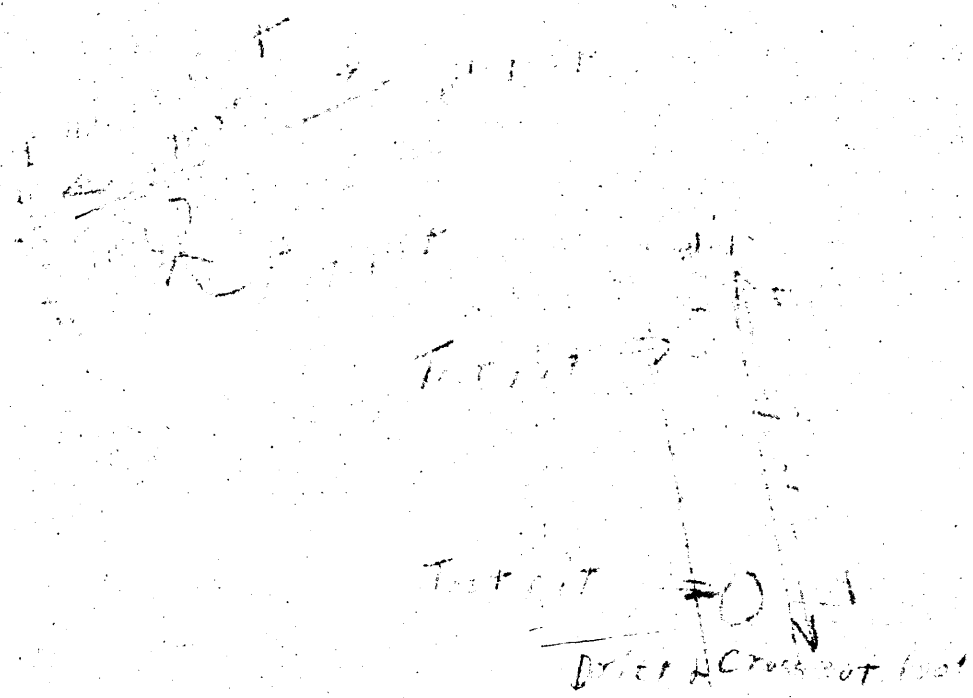

Rosella Jones Prospect

DMEA-3051

DMEA-3051

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

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300
(PMGC)

SPOKANE, WASH.
MY 6 7 PM

Mr. George C. Selfridge, Chairman

Operating Committee

Defense Minerals Exploration Administration

Department of the Interior

Washington 25, D. C.