Docket Copy

DEPARTMENT OF THE INTERIOR
LAND (TRUST) DIVISION
APR 26 1955

TERMINATION AGREEMENT

It is agreed this 4th day of April, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Tralyta Mining Company, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E 735, Docket No. DMEA-3215, dated November 1, 1954, hereinafter called the "Contract," that:

1. Effective March 10 th, 1955, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By Robert A. Laurence
Robert A. Laurence, Executive Officer, DMEA Field Team, Region V

TRALYTA MINING COMPANY

By L Rush Mauney

Grover C. Mauney

W M Mauney

Robin
Hoffhud
Anderson
Selfridge
Fellman
Talbot
Wallacedox

Extra Copy

TERMINATION AGREEMENT

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IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By_____
Robert A. Laurence, Executive Officer, DMEA Field Team, Region V

TRALYTA MINING COMPANY

By_____

_____

DMEA 3215

DOCKET INDEX

ACTION DOCUMENTS

1	APPLICATION	DATE RECEIVED 12-2-53
2	CONTRACT	DATE 11-1-54
3	TERMINATION AGREEMENT	DATE
4	CERTIFICATION	DATE
5	AUDIT REPORT	DATE
6	AMENDMENTS - NUMBERS	DATE

Docket copy

MF-200A
(Revised June 1954)

Docket No. DMEA - 3215

Commodity Mica

Contract No. Idm-E - 735

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this 1st day of November, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] L. Rush Mauney, Walter M. Mauney, and Grover C. Mauney, partners, doing business as Tralyta Mining Company, whose mailing address is % L. Rush Mauney, Blairsville, Georgia, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and .....

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Georgia, County of Union, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of [6] two leases, [7] unrecorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: None

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Owners' Consents to Lien waived.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of mica. The work to be performed is described in Exhibit "A." The Operator on or before December 15, 1954 shall commence the work, and on or before May 1, 1955 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $5,716.00. The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $4,287.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (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, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

TRALYTA MINING COMPANY
(Operator)

By L Rush Mauney (Partner)

By Grover C. Mauney (Partner)

By W. M. Mauney (Partner)

THE UNITED STATES OF AMERICA

By C. J. Mittendorf
Administrator, Defense Minerals Exploration Administration

Robin
Hoffland
Anderson
Houk
Chamberlin
Selbridge.
[illegible]

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ..... who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70618-1

EXPLORATION PROJECT CONTRACT
TRALYTA MINING COMPANY
DOCKET NO. DMEA-3215

ANNEX I

The land referred to in Article 2 of the contract form is known as the Lake Tralyta Prospect, and is located on land described in two separate agreements covering two adjoining tracts of land as follows:

1. Land leased for mining purposes for a period of ten years to Hush Maumey and Grover C. Maumey, partners in Tralyta Mining Company, by the United States of America, through the Department of the Interior, Bureau of Land Management, by an instrument dated February 1, 1953, and described as follows:

"Beginning at a point in the center of Wolf Creek which point stands approximately 1½ chains east of the NW corner of land lot 32, District 16, Section 1, Union County, Ga. (a 6 x 6 concrete post described as corner 77 Pfister and Vogel Land Co. Tract #77 Be).

Thence with a wooden fence, the south line of lot 31, and the lands of The State of Georgia, S89-32 E a distance of 5.5 chains to a 9" chestnut telephone pole setting on top of first ridge in old wooden fence row. Said telephone pole is marked with 3 blazes and stands 18" south of 2 double chestnut fence posts.

Thence due south 5.5 chains to a point.

Thence due west approximately 6.5 chains to the center of Wolf Creek.

Thence north with the meanders of Wolf Creek approximately 6.5 chains to the point of beginning.

Containing 4 acres, more or less."

2. Mineral sales contract, executed March 31, 1954, between the State of Georgia and L. R. Maxney, Grover Maxney, and Walter Maxney, partners d/b/a Traiyta Mining Company, for a period of ten years covering the following described land:

> "A tract of land of approximately five acres in Land Lot 31 in the 16th District, 1st Section of Union County, Georgia;
>
> Beginning at the center of Wolf Creek where the south line of Land Lot 31 intersects said center line eighty-two and five tenths (82.5) feet east of Land Lot corner common to Land Lots 5, 6, 31 and 32, all of the 16th District and 1st Section of Union County; thence east along said south Land Lot line of Land Lot 31 approximately seven hundred and fifty (750) feet to a corner of State property; thence north 31 degrees 30' approximately six hundred and fifty (650) feet to the center line of Wolf Creek; thence southwesterly along the center line of Wolf Creek approximately six hundred and fifty (650) feet to the intersection of the center line with the south Land Lot line of Land Lot 31 and point of beginning.

EXPLORATION PROJECT CONTRACT
TRALYTA MINING COMPANY
DOCKET NO. DMEA-3215

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the attached map entitled "Sketch of Lake Trahlyta Pros. Union Co., Ga. DMEA-3215 (mica)," as follows:

1. Bulldoze a shaft site.

2. Construct:

   (a) A toolhouse, minimum dimensions 7 feet by 10 feet by 12 feet;

   (b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by 2½ feet; and

   (c) An exploder storage magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

   The toolhouse may be unfloored; shall be made from rough, unfinished lumber with protective roof covering; and shall be equipped with lock and key.

   The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch softwood; and shall be well braced at the corners. Lumber for these two buildings shall be smooth on the inside of the box. No metal shall be exposed; and the lids or doors shall each be securely locked with the equivalent of a 5-tumbler jarproof lock.

3. Sink a two-compartment shaft on the pegmatite, not to exceed 45 feet in depth.

4. Explore the pegmatite by driving from the bottom of the shaft, not more than 100 feet of drifts and/or crosscuts.

The shaft and the drifts and/or crosscuts shall be timbered as necessary and shall have cross-sectional dimensions of not less than 5 feet by 7 feet in the clear of timber.

The location, inclination, direction, and extent of all work are subject to the approval of the Government.

Fixed Unit Costs

Bulldozing shaft site, 10 hours @ $10.00/hr.	$ 100.00	
Constructing:		
Toolhouse 1/	53.00	
Powder magazine 1/	25.00	
Exploder magazine 1/	13.00	
Sinking 45 feet of shaft @ $45.00/ft.	2,025.00	
Driving 100 feet of drift and/or crosscut @ $35.00/ft.	3,500.00	
Estimated Total Cost of Project		$5,716.00
Government Participation @ 75%		$4,287.00

1/ The completed work constitutes the unit.

Docket Copy
Surname:
Anderson
Houk
Chambers
Selfridge
Johnson

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

NOV 17 1955

Tralyta Mining Company
C/O Mr. L. Rush Mauney
Blairsville, Georgia

Re: Docket No. DMEA-3215 - Mica
L. Rush Mauney, Walter M. Mauney,
and Grover C. Mauney
Chattahoochee National Forest
Union County, Georgia
Contract No. Idm-K735

Gentlemen:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

G. O. Mittendorf (for)

Administrator

WCAnderson:gad 11/15/55
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Field Team, Region V
Mr. Houk

R.C.G.

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

Project Summary Report

By: Walter C. Anderson November 14, 1955

1. Docket No. DMEA-3215 - Mica
Contract No. Idm-E735
Lake Tralyta Prospect
Union County, Georgia

Operators: L. Rush Mauney, Walter M. Mauney, and Grover C. Mauney, d/b/a
Tralyta Mining Company
C/O L. Rush Mauney
Blairsville, Georgia

Application: Form MF-103 (April 1952) received December 2, 1953.
Work proposed - bulldozer stripping, shaft and drifts; extent not indicated in application.
Amount requested - $4,845.00

Operator's property rights:
Mining lease for 10 years dated February 1, 1953.
Owner's Consent to Lien waived.

2. Contract - Form MF-200A (June 1954) dated November 1, 1954.

Work authorized:

Bulldozing shaft site, 10 hrs. @ $10.00/hr.	$100.00
Constructing toolhouse, powder and exploder magazines	91.00
Sinking 45 feet of shaft @ $45.00/ft.	2,025.00
Driving 100 ft. of drifts and/or crosscuts @ $35.00/ft.	3,500.00
Estimated total cost of project	$5,716.00
Government participation @ 75%	$4,287.00

Amendments - none.

Work completed:

Bulldozing shaft site	$100.00
Construction - toolhouse, exploder & powder magazines	91.00
21 ft. of shaft @ $45.00/ft.	945.00
5 ft. of drift @ $35.00/ft.	175.00
Total accepted cost	$1,311.00
Government participation	$ 983.25

Work began December 8, 1954, and was terminated by mutual agreement on March 10, 1955.

No mica of strategic quality was recovered.

No royalties due the Government, production during project negligible.

No equipment purchased under contract.

Field Team Final Report received April 29, 1955.

Operator's Final Report received April 29, 1955.

3. Audit - Report of Review issued May 17, 1955.

4. Certification of discovery - none issued.

5 Comments:

How conducted - All of the work in which the Government participated was acceptable.

Operation - Satisfactory.

Engineering - Reporting by Operator was acceptable. Final Report fairly well done.

Geological premise - Enough exploratory work was done to indicate that there was little likelihood of finding a deposit of strategic mica. Thus, the project was terminated by mutual consent.

Geological criteria upon which work was based:

1. Pegmatite 3 to 5 feet thick, conformable to the enclosing biotite gneiss.
2. Pegmatite - composed of discontinuous quartz lenses, against which the mica is concentrated.
3. Mica - ruby colored, hard and free splitting, some of which is bent and black spotted.
4. Past production - modest scale.

Criteria developed during project:

1. Unzoned, conformable pegmatite 5 to 6 feet thick at surface, thinning to 3 feet with depth.
2. Mica of inferior grade, less than $10.00 worth produced during project.

Future possibilities: No additional work with Government assistance is warranted.

Recommendations: The Nonmetallic Minerals Division concurs in the Field Team's recommendation that the project should not be certified and additional work is not warranted. The Geological Survey and the Bureau of Mines concur.

IN REPLY REFER TO:

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

May 19, 1955

Re: DMEA-3215, Idm-E735
Tralyta Mining Co.
Blairsville, Union
County, Georgia
Mica

Memorandum

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

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

Subject: Review of Final Report

This project had a short life. If the pegmatite vein in the drift from the open cut into the State Land was regular and the mica good as implied by the Field Team report of Jan. 18th, 1954, and the Interim Report of Feb. 25, 1955, is there a chance the shoot of good mice-bearing pegmatite pitches flatly to the north? The sketch map shows the pegmatite pinching out 33 feet south of the shaft. As sketched, the biotite gneiss does not roll. If there is good mica above the roll, perhaps at greater depth below the roll the better grade would come in again. (?)

The answers to these questions are probably apparent to the examiners. If the possibilities have been considered and found unlikely, the conclusions and recommendation are fit.

N. E. Nelson

N. E. Nelson

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 10 1955

May 9, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3215 (mica)

Applicant: Tralyta Mining Company

Name and Location of Property: Lake Tralyta Prospect
Union County, Georgia

Contract Number: Idm-E735

Date of Field Team Report: 4-25-55

Date Rec'd. by Br. of Ceramic and Fertilizer Materials: 5-4-55

Field Team Recommendation:

1. Denial of certification.

Comments:

1. All mica recovered is of inferior quality.

2. There is little likelihood that strategic mica could be found.

3. Expenditures - Total approved $5,716.00
Total cost 1,311.00
Gov't. share of the cost 983.25
Value of production during operation 10.00

Recommendation:

I concur in the field team recommendation to deny certification.

W. F. Dietrich

W. F. Dietrich

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

May 2, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 5, Knoxville, Tenn.

Subject: Termination Agreement: Idm-E735, DMEA-3215 (mica) (original copy)
Tralyta Mining Co. Blairsville, Georgia

Transmitted is the original copy of the subject termination agreement. Please refer to our memo of April 25.

V. J. Lynch

V. J. Lynch

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

ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

April 25, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Reports and Termination Agreement: Idm-E735, DMEA-3215 (mica)
Tralyta Mining C. Blairsville, Georgia
Tralyta Lake Mine - Union County, Georgia

Enclosed are the Division and Docket Copy of the subject termination agreement, received today from the Operator. The Operator kept the original and returned his copy, so we are writing him today for the original. It will be forwarded to you as soon as we receive it.

Also enclosed are four copies each of the Operator's and Field Team final reports. We agree with the examiners that certificate of discovery should not be issued.

/s/ ROBERT A. LAURENCE
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

/s/ V. J. LYNCH
V. J. Lynch
U. S. Bureau of Mines
Member, DMEA Field Team

Reviewed by
DMEA OPERATING COMMITTEE
5-4-55
(date)

Defense Minerals Administration
MAY 2 9 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD TEAM FINAL REPORT
REGION V

On

DMEA-3215, Idm-E735 (mica) LAKE TRAILYTA PROSPECT
Union County, Georgia

By

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

and

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines

April 18, 1955

Reviewed by
DMEA OPERATING COMMITTEE
5-4-55
(date)

FINAL REPORT
On
DMEA-3215, (mica) LAKE TRALYTA PROSPECT

Operator: Tralyta Mining Co., c/o L. Rush Mauney, Blairsville, Georgia

Location: Near Lake Tralyta, 10 miles southeast of Blairsville, Union County, Georgia.

All mica recovered during this project was of inferior quality. Furthermore, with depth, the pegmatite thinned to about one-half of its outcrop thickness. Additional work on the project was not warranted, thus it was terminated. Certification is not recommended.

This project began December 8, 1954 and was terminated by mutual agreement, effective March 10, 1955. Work accomplished consisted of constructing a toolhouse, powder magazine and exploder magazine, and preparing shaft site by conducting 10 hours of bulldozing. The shaft collared in pegmatite and was sunk on pegmatite to a depth of 17 feet. At this point the pegmatite "rolled" out of the shaft to the southeast. The shaft was deepened an additional 4 feet to 21 feet to serve as a sump. From the 17-foot level a 5-foot crosscut was driven to the southeast across the pegmatite into the hanging wall. The pegmatite resumed its normal near-vertical dip in the floor of the crosscut.

At the surface the pegmatite is 5-6 feet thick, but gradually thins with depth. At the 17-foot level where it "rolls" to the southeast it is only 3 feet thick. It has a similar thickness in the floor of the crosscut.

Very little change is noted in the mineral composition of the pegmatite. The principal minerals listed in order of abundance are, perthite, quartz, muscovite and biotite. With depth the proportion of biotite to muscovite increases, and in the deepest exposures, about one-half of the mica content is biotite. Accessory individuals and clusters of red garnet are present, some attaining a diameter greater than one inch. The pegmatite is unzoned and has a medium texture. It is conformable to the biotite gneiss foliation, except where the "roll" occuts on the 17-foot level. The pegmatite trends about N. 25° E, and dips from 75° SE to vertical.

All mica obtained is of inferior quality. Much of it is bent and badly cracked; some books are tied. A green mottling is generally present and many books contain black spots. It is the opinion of the writers that no mica of strategic grade can be obtained profitably from this deposit. About 500 pounds of "run-of-mine" mica was obtained during the project which has not been processed.

Reviewed by
DMEA OPERATING COMMITTEE

5-4-55
(date)

Expenditures:

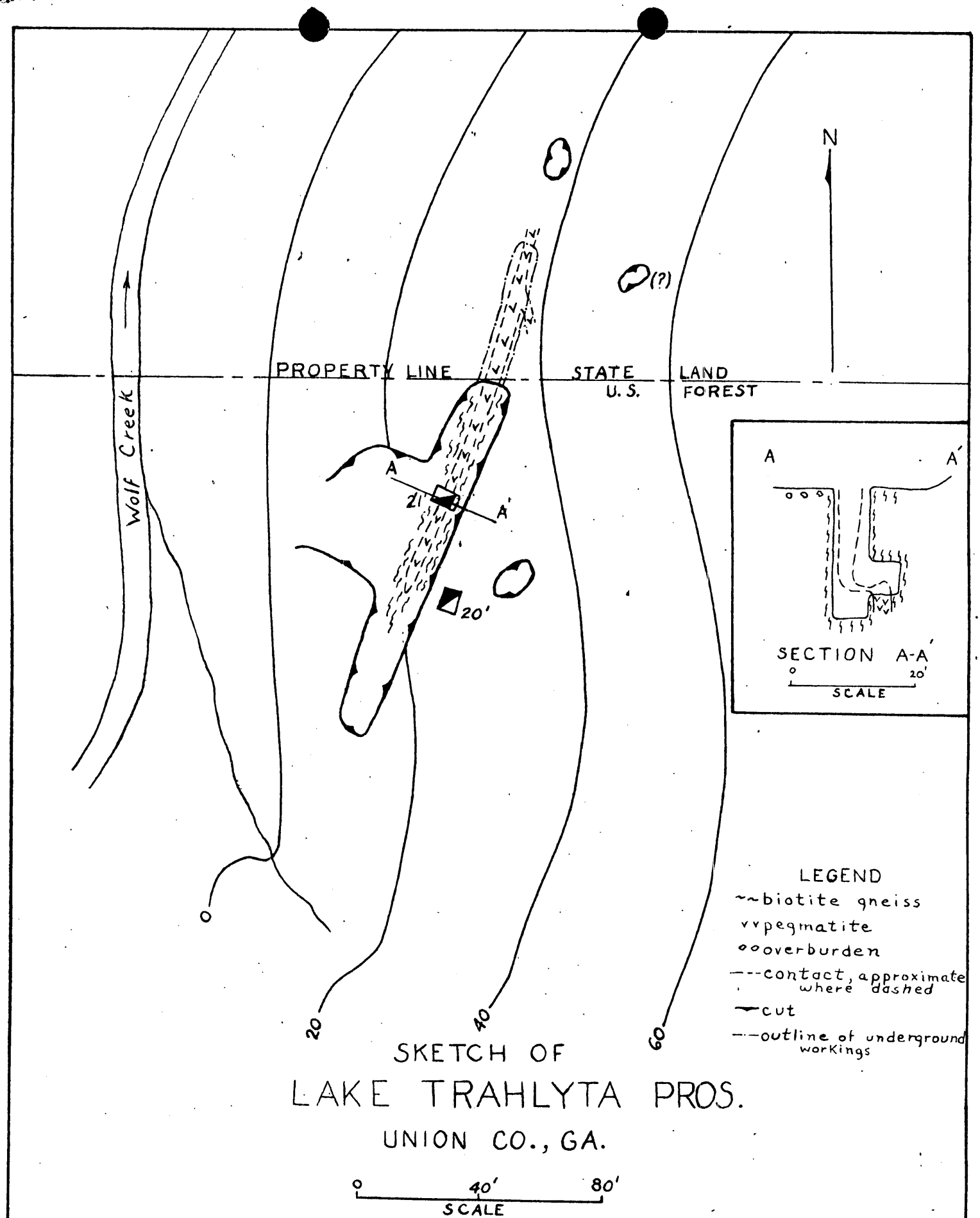
(a)	Total Approved	$5,716.00
(b)	Total cost of project	1,311.00
(c)	Government's share of cost	983.25
(d)	Government's share unexpended	3,303.75
(e)	Value of producting during opr. less than	10.00

This project was conducted in a satisfactory manner.

April 18, 1955.

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

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines



SKETCH OF
LAKE TRAHLYTA PROS.
UNION CO., GA.

DMEA-3215 (mica)
March 10, 1955

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

Department of the Interior
Defense Minerals Administration
Received
APR 25 1955

April 25, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Final Reports and Termination Agreement: Idm-E735, DMEA-3215 (mica)
Tralyta Mining Co. Blairsville, Georgia
Tralyta Lake Mine - Union County, Georgia

Enclosed are the Division and Docket Copy of the subject termination agreement, received today from the Operator. The Operator kept the original and returned his copy, so we are writing him today for the original. It will be forwarded to you as soon as we receive it.

Also enclosed are four copies each of the Operator's and Field Team final reports. We agree with the examiners that certificate of discovery should not be issued.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch
V. J. Lynch
U. S. Bureau of Mines
Member, DMEA Field Team

April 16, 1955

TRALYTA MINING COMPANY
BLAIRSVILLE, GEORGIA

FINAL ENGINEERING AND GEOLOGICAL REPORT
(Docket DMEA-3215, Contract ID4-E735)

Work was concluded on subject contract on March 10, 1955, by mutual agreement between the Operator and D.M.E.A. field team. Shaft was sunk to total depth of 21 feet, and a crosscut was driven five feet to the East. Hard, unweathered pegmatite was encountered in "pods" from the surface to the bottom. Surrounding "country rock" consisted of granit gneiss, considerably fractured and "slabby". Mica-bearing zones were sparse in shaft and cross-cut, and mica quality poor. Ground conditions required careful work and timbering to prevent excessive caving, and water inflow was sufficient to constitute a serious impediment to rapid mining progress, resulting in exherbitant costs for work performed. No mineral reserves of value were discovered.

Approximately 500 pounds of mica recovered from this work, but "locking" or "tanglesheet", staining, and cracks prevented this mica from being of sheet mica quality. The only value is as scrap mica, and at approximately 1/2¢ per pound, this is of no significance. No sales of mica or other minerals have been made or are anticipated from this property.

April 16, 1955

TRALYTA MINING COMPANY
BLAIRSVILLE, GEORGIA

FINAL ENGINEERING AND GEOLOGICAL REPORT
(Docket DMEA-3215, Contract IDM-E735)

Work was concluded on subject contract on March 10, 1955, by mutual agreement between the Operator and D.M.E.A. field team. Shaft was sunk to total depth of 21 feet, and a crosscut was driven five feet to the East. Hard, unweathered pegmatite was encountered in "pods" from the surface to the bottom. Surrounding "country rock" consisted of granit gneiss, considerably fractured and "slabby". Mica-bearing zones were sparse in shaft and cross-cut, and mica quality poor. Ground conditions required careful work and timbering to prevent excessive caving, and water inflow was sufficient to constitute a serious impediment to rapid mining progress, resulting in exhorbitant costs for work performed. No mineral reserves of value were discovered.

Approximately 500 pounds of mica recovered from this work, but "locking" or "tanglesheet", staining, and cracks prevented this mica from being of sheet mica quality. The only value is as scrap mica, and at approximately 1/2¢ per pound, this is of no significance. No sales of mica or other minerals have been made or are anticipated from this property.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1057 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

7

April 25, 1955

Mr. L. Rank Maynny
Talyta Mining Co.
Blairsville, Georgia

Re: DMEA-3215, Idn-8735 (mica)
Tralyta Lake Mine
Union County, Ga.

Dear Mr. Maunny:

This morning I received the signed termination agreements from you, and your final report.

You returned the "Operator's Copy" of the termination agreement, and evidently kept the original (Government) copy. I am returning the Operator's Copy, herewith. Please send me the original so that I may forward it to our Washington office. The final voucher will be approved for payment as soon as the original termination agreement is received.

Very truly yours,

Robert A. Laurence

EXECUTIVE OFFICER
DMEA REGION V

RAL/sm
Lynch
Opr. Copy-2
Files
Beck

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 6 1955

April 4, 1955

Mr. L. Rush Mauney
Tralyta Mining Co.
Blairsville, Georgia

Re: DMEA-3215, Idm-E735 (mica)
Lake Tralyta Prospect
Union County, Georgia

Dear Mr. Mauney:

There are attached 6 copies of a termination agreement on the subject project. If this meet with your approval and that of the other partners, please have all copies signed, keep the one marked "Operator's Copy" and return all others to this office.

Please send your final engineering and geological report along with these forms in order that your final voucher can be paid.

Very truly yours,

Robert A. Laurence

EXECUTIVE OFFICER
DMEA REGION V

RAL/mm

Opr. Com.
Lynch
Files

FILE COPY
Surname:
Anderson
Selfridge
Johnson
Talbert
Matthews

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

MAR 31 1955

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

Subject: Docket No. DMEA-3215 - Mica
Tralyta Mining Company
(Lake Tralyta Prospect)
Chattahoochee National Forest
Union County, Georgia
Contract No. Idm-E735

Dear Mr. Laurence:

Reference is made to Field Team memorandum of March 14, 1955, requesting permission to terminate the subject contract by mutual agreement.

We have prepared and enclosed herewith the original and five copies of a Termination Agreement for your signature. If it meets with your approval please sign it in behalf of the Government and present it to the Operator for approval and signature. Fill in the effective date which is the date agreed upon between the Field Team and the Operator.

After execution of the Termination Agreement, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge
(JHB)
Chairman, Operating Committee

Approved:

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

E. L. Newcomb (JHB)
Member, Geological Survey

Enclosures 6

WCAnderson:ad 3/29/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.L.

Docket File
Surname:
Anderson
Houk

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

600

March 18, 1955

Memorandum

To: Mr. John L. Hofflund, Acting Assistant Solicitor, DMEA

From: Nonmetallic Minerals Division

Subject: Termination Agreement - Docket No. DMEA-3215 - Mica
Tralyta Mining Company
(Lake Trahlyta Prospect)
Chattahoochee National Forest
Union County, Georgia
Contract No. Idm-E735

Pursuant to Field Team's request for permission to terminate the subject contract by mutual agreement in their memorandum of March 14, 1955, please prepare a Termination Agreement for signature by the Executive Officer, DMEA, Region V. No certification of discovery will be recommended.

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 3/18/55
Copy to: Admr. R. File
Mr. Houk
Docket File

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 205 POST OFFICE BLDG.
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

March 14, 1955

Memorandum

To: Operatoring Committee, DMEA - Washington

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

Subject: DMEA-3215, Idm-E735, Lake Tralyta Prospect (mica) Georgia

Transmitted are 4 copies of an Interim Report on the subject contract.

Due to the poor grade of mica, and the small amount recovered from this prospect, the Field Examiners and the Operator feel that no additional work is warranted. The Field Team, therefore, requests permission to terminate the prospect by mutual agreement.

V. J. Lynch

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

Wm. A. Beck

Wm. A. Beck, Sup. Mining Engineer
U. S. Bureau of Mines

INTERIM REPORT

ON

DMEA-3215, Idm-E735, LAKE TRALYTA PROSPECT

Operator: Tralyta Mining Co., c/o L. Rush Mauney, Blairsville, Ga.

Location: 10 miles southeast of Blairsville, Union County, Georgia

At the time of this inspection, work accomplished consisted of 21 feet of shaft including sump and 5 feet of crosscut to the southeast from the 18-foot level. Total run of mine mica recovered from the opening to date is approximately 500 pounds. Only about 10 percent of that recovered is satisfactory for trimming- the remainder is scrap.

As mentioned in the Feb. 25 interim report, the pegmatite flattens to the southeast at the 17-foot level. It is flat-lying for 5-feet, then resumes its near vertical dip.

At the surface the pegmatite is 6 feet thick. It gradually thins down dip and in the bottom where it resumes a near vertical dip is only 3-feet thick. From the point where the roll began to the present face, it is estimated that 50 percent of the mica recovered is biotite.

All mica recovered is bent and warped. Much of it is "tied" and contains mineral stain.

Additional work on this project is not warranted and the project should be terminated. No certification of discovery will be recommended.

Inpsected: March 10, 1955.

K. H. Teague

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

INTERIM REPORT

On

DMEA-3215, Idm-E735, LAKE TRALYTA PROSPECT

Operator: Tralyta Mining Co. c/o L. Rush Mauney, Blairsville, Ga.

Location: 10 miles southeast of Blairsville, Union County, Georgia

Work on this project continues at a slow rate. Progress has been hampered by numerous breakdowns of equipment.

The shaft is at 19 feet. The pegmatite dips out of the shaft to the southeast at the 17-foot level. At the deepest point observed, it is in excess of 5 feet in thickness.

The Operator was instructed to follow the pegmatite on its dip, using the footwall as the floor of the incline.

Since last inspected, quality of mica recovered has improved considerably.

Date Inspected:

February 25, 1955.

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines

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

INTERIM REPORT
On
DMEA-3215, Idm-E735, LAKE TRALYTA PROSPECT
(mica)

Operator: Tralyta Mining Co. c/o L. Rush Mauney, Blairsville, Georgia

Location: 10 miles southeast of Blairsville, Union County, Georgia

Work on this project began December 8, 1954. Work accomplished to date consists of the construction of a toolhouse, powder magazine and exploder magazine. Shaft site was prepared and 15 feet of shaft sunk on pegmatite.

The pegmatite is 5 - 6 feet thick, dips vertically, is unweathered, and composed principally of perthite, quartz, and muscovite. It is conformable with the foliation of the biotite gneiss wall rock.

The shaft is making some water, but not an excessive amount. Drilling is being done dry. The miners were requested to switch to wet drilling. Progress during the past two weeks has been slowed due to motor trouble on both hoist and compressor. Severe winter weather conditions have caused considerable loss of time.

Approximately 200 pounds of mica have been recovered from the shaft.

Date of inspection: January 27, 1955.

K. H. Teague

K. H. Teague, Geologist

U. S. Geological Survey

z

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 15 1954

December 13, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville, Tennessee

Subject: Signed Contract: DMEA-3215, Idn-E 735, Tralyta Mining Co.
% L. Rush Mauney, Blairsville, Georgia

Transmitted are three signed copies of the subject contract. The usual distribution of the other copies has been made.

Robert A. Laurence

Robert A. Laurence

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

RECEIVED

December 9, 1954

Mr. L. Rush Mauney
Tralyta Mining Co.
Blairsville, Georgia

Re: DMEA-3215 (mica) Union Co., Ga.
Lake Tralyta Prospect

Dear Mr. Mauney:

On November 3, I sent you six copies of a contract providing for exploratory work at the Lake Tralyta Prospect to be signed and returned to me. I have not yet received them.

On November 12, after a telephone call from Mr. E. C. Van Horn, I wrote you and explained the items asked by him. Will you please return to me all the signed copies except the Operator's Copy, or send all six unsigned along with proposed changes of any parts which are unsatisfactory to you, if you do not wish to sign it in its present form.

Please give this matter your immediate attention.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region VII

RAL/nm
cc:
Beck
O'Neill
Files
Opr. Com.-2

Docket Copy
Surname:
Anderson
Houk
Chandler
Selfridge
Johnson

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

NOV 1 - 1954

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

Subject: Docket No. DMEA-3215 - Mica
Trelyta Mining Company
(Lake Trahlyta Prospect)
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

If the contract meets with your approval present it to the Operator for approval and signature. Please explain to the Operator that the contract, when executed, is a firm commitment under the terms of which it is obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operator and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda from the Geological Survey, dated February 24, 1954, and from the Bureau of Mines, dated March 1, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 10

WCAnderson:gad 10/27/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5223
Mr. Houk

R.G.

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

September 14, 1954

Memorandum

To: Operating Committee - DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville, Tenn.

Subject: DMEA-3215 (mica), Tralyta Mining Company

Reference is made to your letter of September 9.

So far as we know, both Messrs. Grover C. and L. Rush Mauney have a satisfactory credit reputation. Grover C. Mauney has engaged in successful mining ventures, and is an employee of the State Highway Department; L. Rush Mauney operates a store. We know of nothing which would detract from their credit reputation.

Your letter of July 22 was discussed with Mr. Teague at the time it was received, and I was certain that I had answered it; however, a check of our files yesterday revealed that I had not done so. I regret the long delay and apologize for the oversight.

Robert A. Laurence

Robert A. Laurence

Docket Copy
Surname:
Anderson
Houk
Selfridge
Johnson
Mitterdorf

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

SEP 9 1954

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

Subject: Docket No. DMEA-3215 - Mica
Tralyta Mining Company
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

Reference is made to our letter, dated July 22, 1954, requesting comment on the local credit reputation of the subject applicant.

Please be advised we are holding processing of a contract in abeyance pending reply to referenced letter. If we are to waive Owner's Consent to Lien, it is necessary to know whether or not the applicant is financially competent.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

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

Thor H. Kiilsgaard
Member, Geological Survey (JHB)

WCAnderson:gad 9/3/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

R.C.L.

Frank

See no reply from Laurence (our letter 7/22)

Seems like assets (net worth) totalling $14300 might be adequate for our $4200 deal?

Wayne
O.C.L.
If Laurence says they are confident

Blairsville, Georgia
August 10 1954.

U. S. Department of the Interior,
Defense Minerals Exploration Administration,
Washington 25, D. C.

Sirs:

Re: Docket No. DMEA-3215 - Mica
Chattahoochee National Forest,
Union County, Georgia

Replying to yours of July 22, 1954, relative to financial statement.

Financial Statements of the partners of the Tralyta Mining Company are as follows:

Assets - - - - - - - - - - - - - - - - - - $ 60,000.00

Less Liabilities - - - - - - - - - - - - - $ 000

Net Worth - - - - - - $ 60,000.00

Signed Grover C. Mauney
Grover C. Mauney

Assets - - - - - - - - - - - - - - - - - - $ 90,000.00

Less Liabilities - - - - - - - - - - - - - $ 12,000

Net Worth - - - - - - $ 78.00

Signed Walter M. Mauney
Walter M. Mauney

Assets - - - - - - - - - - - - - - - - - - $ 6,000.00

Less Liabilities - - - - - - - - - - - - - $ 1,000.00

Net Worth - - - - - - $ 5,000.00

Signed L. Rush Mauney
L. Rush Mauney

FILE COPY
Surname:
Anderson
Houk
Selfridge
Hedges

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 606

JUL 22 1954

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

Subject: Docket No. DMEA-3215 - Mica
Iralyta Mining Company
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Chattahoochee National Forest.

Part of this property is leased to the subject applicant by the United States of America, Bureau of Land Management. Since the Owner's Consent to Lien is not obtainable, please comment on the local credit reputation of the applicants, Messrs. D. Rush Mauney and Grover C. Mauney.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

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

T. P. Thayer (JHB)
Member, Geological Survey

WCAnderson:ag 7/20/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.H.

FILE COPY

Anderson
Rush
Thomas
Hedges
Selbridge
Johnson

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

JUL 22 1954

Tralyta Mining Company
C/o L. Rush Mauney
Blairsville, Georgia

Re: Docket No. DMEA-3215 - Mica
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Mauney:

Reference is made to your application for exploration assistance at the subject property.

One of the two tracts included in the property subject to this application was leased by you and your partner from the United States of America, Bureau of Land Management. Since an Owner's Consent to Lien is not obtainable, it will be necessary for you to file a financial statement listing your assets and liabilities. If a contract is offered, a performance bond or a guarantee by a reliable third party may be required.

Upon receipt of your financial statement, we will promptly give further consideration to the subject application.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

WCAnderson:ag 7/20/54
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.G.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

July 13, 1954

Memorandum

To: The Administrator, DMEA
Through: Mr. L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-3215 (Mica) Tralyta Mining Co.

You have submitted to this office under routing slip dated July 8, received here July 9, a letter from the Executive Officer, Region VII, to the Operating Committee dated July 2 to which are attached two letters dated July 1 from the State of Georgia to the Executive Officer concerning the title to the land.

I gather, from this correspondence and from the grant from the State of Georgia to the Operator dated March 31, 1954, a copy of which is in the file, that the Operator owns " the mica and associated minerals and mining privileges," on the land in question for a period of ten years from the date of the grant, subject to "obtaining a mining loan from the Department of the Interior, Defense Minerals Exploration Administration, within 90 days from the date of this sale." By one of the letters referred to from the State of Georgia the time for obtaining this "mining loan" is extended to October 1, 1954.

Assuming that the period of time within which the Operator must exercise his mining rights is satisfactory to Defense Minerals Exploration Administration and that no other land is to be involved in the Exploration Project Contract, no Owner's Consent to Lien is necessary in this transaction.

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

July 13, 1954

Memorandum

To: The Administrator, DMEA
Through: Mr. L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-3215 (Mica) Tralyta Mining Co.

You have submitted to this office under routing slip dated July 8, received here July 9, a letter from the Executive Officer, Region VII, to the Operating Committee dated July 2 to which are attached two letters dated July 1 from the State of Georgia to the Executive Officer concerning the title to the land.

I gather, from this correspondence and from the grant from the State of Georgia to the Operator dated March 31, 1954, a copy of which is in the file, that the Operator owns " the mica and associated minerals and mining privileges," on the land in question for a period of ten years from the date of the grant, subject to "obtaining a mining loan from the Department of the Interior, Defense Minerals Exploration Administration, within 90 days from the date of this sale." By one of the letters referred to from the State of Georgia the time for obtaining this "mining loan" is extended to October 1, 1954.

Assuming that the period of time within which the Operator must exercise his mining rights is satisfactory to Defense Minerals Exploration Administration and that no other land is to be involved in the Exploration Project Contract, no Owner's Consent to Lien is necessary in this transaction.

J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

DMEA
File Copy
Surname

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

July 13, 1954

Memorandum

To: The Administrator, DMEA
Through: Mr. L. G. Houk

From: Acting Assistant Solicitor, Defense Minerals

Subject: Docket No. DMEA-3215 (Mica) Tralyta Mining Co.

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J. L. Hofflund

J. L. Hofflund
Acting Assistant Solicitor
Defense Minerals

JLHofflund:lm

Copies to: Docket Solicitor
Docket DMEA
Mr. Houk (2)
Mr. Hofflund
Chron.

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

INTERIOR DEPT.
JUL 8 - 1954
SOLICITOR

July 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3215 (mica) Tralyta Mining Co. Chattahoochee National Forest, Union County, Georgia.

Enclosed are two copies each of letters received from the Assistant Attorney General of Georgia and the Assistant Director of the Department of State Parks, concerning the request for signed Owner's Consent to Lien forms.

If, as Mr. Bruce states, the State has sold the mineral rights to Traylta Mining Co., and retains no further interest in these rights, then it would appear that he is correct in saying that the State cannot sign the forms. We do not have a copy of that sale contract here and therefore cannot check it.

If the State of Georgia is not to sign the Owner's Consent to Lien, should they be signed by Tralyta Mining Co., or are they needed at all? Please advise, if anything further is needed in order to further process this application.

Robert A. Laurence
Robert A. Laurence

July 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3215 (mica) Tralyta Mining Co. Chattahoochee National Forest, Union County, Georgia.

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Robert A. Laurence

RAL/km
cc:
Beck
O'Neill
Files
Opr. Com.-2

July 1, 1954

Mr. L. R. Mauney
Tralyta Mining Company
Route 3
Blairsville, Georgia

Dear Mr. Mauney:

As per your verbal request this date, the Paragraph under Section I - (a) of our Sales Agreement covering mica and associated minerals and mining privileges for same on a five acre tract of land at Vogel State Park is hereby revised to extend the time of your obtaining a mining loan until October 1, 1954.

This extension of time is granted with the full approval of the Legal Department and other departments concerned with this sale.

Yours very truly,

JOHN M. MANN
Assistant Director

JMM/jp

cc: Mr. Robert Laurence

RECEIVED
JUL 2 - 1954
U. ... ...ey
Geology Division
Knoxville, Tenn.

July 1, 1954

Mr. L. R. Mauney
Tralyta Mining Company
Route 3
Hiaireville, Georgia

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Yours very truly,

John Mann

JOHN M. MANN
Assistant Director

JMM/jp

cc: Mr. Robert Laurence

RECEIVED
JUL 2 - 1954

C O P Y

July 1, 1954

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Route 3
Blairsville, Georgia

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Yours very truly,

s/s

JOHN M. MANN
Assistant Director

JMM/jp
cc:
Mr. R. Laurence

Copied by zm.
7/2/54
cc:
Beck
O'Neill
Opr. Com.-3
Files

The Department of Law
State of Georgia
Atlanta

July 1, 1954

EUGENE COOK
THE ATTORNEY GENERAL

RECEIVED
JUL 2 - 1954
Knoxville, Tenn.

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

Re: DMEA-3215 (mica)
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

Your letter in the above matter addressed to Tralyta Mining Company has been referred to me by Mr. John Mann of the State Parks Department for reply.

At the time you wrote a letter dated March 30, 1954 addressed to Mr. John Mann, Mr. Mann discussed this matter with me and I advised him that we could not execute the enclosed form on owner's consent to lien since the State has no authority to allow any lien to be placed on State owned property. If you will refer to the contract of sale from the State to Tralyta Mining Company, a partnership composed of Mr. L. R. Mauney, Mr. Grover Mauney and Mr. Walter Mauney, you will note that the same does not constitute a lease on State property, but is an outright sale by the State of the mica and associated minerals with the privilege of entry on certain property described therein for the purpose of exploration and mining of said minerals.

Since the State has no further interest except a royalty interest in said minerals, I do not see the necessity of any consent on the part of the State of placing a lien thereon by Tralyta Mining Company, and certainly as above stated the State cannot consent to a lien being placed on its property.

If there is any other way we can assist you in working out this thing for Mr. Mauney, we will certainly be glad to do so. Mr. Mann is this day writing a letter addressed to Tralyta Mining Company extending the time limit of securing the loan from this department which we feel will be all that is required for that purpose.

With best personal regards, I am

Sincerely yours,

Charles H. Bruce,
Assistant Attorney General

CHB:rm

cc - Mr. L. R. Mauney
Route 3
Blairsville, Georgia

July 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3215 (mica) Tralyta Mining Co. Chattahoochee National Forest, Union County, Georgia.

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Robert A. Laurence

RAL/mm
cc:
Beck
O'Neill
Files
Opr. Com.-2

COPY

THE DEPARTMENT OF LAW
STATE OF GEORGIA
ATLANTA

July 1, 1954

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

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With best personal regards, I am

s/s CHARLES H. BRUCE, ASSISTANT ATTORNEY GENERAL

Copied by zm.
7/2/54

COPY

THE DEPARTMENT OF LAW
STATE OF GEORGIA
ATLANTA

July 1, 1954

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

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s/s CHARLES H. BRUCE, ASSISTANT ATTORNEY GENERAL

Copied by zm.

July 2, 1954

Mr. Charles H. Bruce
Assistant Attorney General
Department of Law
State of Georgia
Atlanta, Georgia

Re: DMEA-3215 (mica)
Tralyta Mining Company

Dear Mr. Bruce:

Your letter of July 1 concerning the subject application has been referred to our Washington office for consideration by our Legal Department. On June 21, the Washington office wrote that processing of the Tralyta application had been deferred pending receipt of the signed Owner's Consent to Lien forms. I hope that your letter will clarify the situation, so that the application can be processed further.

The extension of time for the sales agreement until October 1, 1954, copies of which were sent to me by Mr. Mann, should be adequate for completing action on this application.

Sincerely yours,

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

RAL/sm
cc:
Beck
O'Neill
Mr. Mann
Files
Opr. Com.-3

July 2, 1954

Mr. Charles H. Bruce
Assistant Attorney General
Department of Law
State of Georgia
Atlanta, Georgia

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DMEA Field Team, Region VII

FAL/sm
cc:
Beck
O'Neill
Mr. Mann
Files
Opr. Com.-3

July 2, 1954

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Assistant Attorney General
Department of Law
State of Georgia
Atlanta, Georgia

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DMEA Field Team, Region VII

RAL/mm
cc:
Beck
O'Neill
Mr. Mann
Files
Opr. Com.-3

JUN 2 0 1954

Tralyta Mining Company
c/o L. Bush Mauney
Blairsville, Georgia

Re: DMEA-3215 (mica)
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Mauney:

We are advised by our Washington office that signed copies of Owner's Consent to Lien have not been received from the State of Georgia, and that processing of this application is therefore necessarily delayed. These forms were sent to Mr. John M. Mann, Assistant Director, Department of State Parks, 418 State Capitol, Atlanta, Georgia for signature on March 30. I suggest you contact Mr. Mann and inquire about this.

As your sales contract with the State of Georgia is subject to obtaining a DMEA contract by June 30, it will probably be necessary for you to obtain another sales contract from the State of Georgia, or an extension of the existing one.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

RAL/xx
cc:
Beck
O'Neill
Mr. Peyton
File:
Opr. Com.-2

FILE COPY
Surname:
Anderson
Guild
Hedges
Selfridge
Johnson
Whittenberg

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

JUN 21 1954

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

Subject: Docket No. DMEA-3215 - Mica
Tralyta Mining Company
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

Reference is made to application for exploration assistance by the subject mining company, and to your memorandum of April 2, 1954, in which you state Owner's Consent to Lien forms have been sent to the Georgia Department of Parks for signature.

We have deferred processing of this application pending receipt of the signed copies of Owner's Consent to Lien. However, we note the applicant's sales contract with the State of Georgia is subject to obtaining a contract with the Defense Minerals Exploration Administration within 90 days of the date of the sale, which is June 30, 1954.

If Owner's Consent to Lien has not been received in time to process a contract by that date, it will be necessary for the applicant to obtain another sales contract from the State of Georgia.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

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

Philip W. Guild
Member, Geological Survey (JHB)

WCAnderson:gad 6/14/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

April 2, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: Docket No. DMEA-3215 (mica) Tralyta Mining Co. Union County, Ga.

Transmitted herewith is a copy of the sale of the mica and associated minerals and mining privileges for same on a five acre tract of land owned by the State of Georgia to the subject Company.

Owner's Consent to Lien forms have been sent to the Georgia Department of State Parks for signature by an authorized official.

Robert A. Laurence

Robert A. Laurence

Reviewed by
DMEA OPERATING COMMITTEE

2-26-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 313 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 30, 1954

Mr. John M. Mann, Assistant Director
Department of State Parks
418 State Capitol
Atlanta, Georgia

Re: DMEA-3215, (mica)
Tralyta Mining Co.
Union County, Georgia

Dear Mr. Mann:

As requested in your letter of March 18, I enclose herewith 8 copies of form ME-203, Owner's Consent to Lien. However, these should not be signed by the Tralyta Mining Company. They should be signed by an authorized official of the State of Georgia, as the owner of the land.

I enclose a copy of DMEA Order 1, amended, and a pamphlet of Questions and Answers describing the program. Please note that question 3, on page 2, describes the required interest in the land as "right of possession for the length of time required to perform under an exploration contract, and protect the Government's interest thereafter". Two years is the minimum acceptable time for a lease, but in the event of a discovery the Government's lien is for 10 years from the date of the contract, or until the full amount is paid, whichever occurs first (see questions 55 to 68). Therefore, a lease which may be extended to cover a 10-year period is preferable. However, signing of the Owner's Consent to Lien protects the Government's interest in the event the lease is not extended for that period.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region VII

RAL/sm
cc:
Seck
Opr. Com.
O'neill
Files

Reviewed by
DMEA OPERATING COMMITTEE
2-26-54
(date)

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

Received
1954

March 30, 1954

Memorandum

To: L. G. Houk, Chief Non-Metallics Minerals Division

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3215, Tralyta Mining Co. (mica)

My answer to Mr. John M. Mann's letter of March 18 seems to have gotten lost somewhere. The applicant is still interested in this, and wants to be sure that the docket is not closed on April 1.

I am rewriting the letter to Mr. Mann today to provide the information requested in his letter.

Robert A. Laurence

Robert A. Laurence

March 18, 1954

Executive Officer
DMEA U.S. Dept. of Interior
P.O. Building
Knoxville 01, Tennessee

RE: Docket No. DMEA - 3215 Mica Chattahoochee
National Forest, Union County, Georgia

Dear Sir:

This Department has tentatively agreed to sell Mica, associated minerals, and mining privileges for same to the Tralyta Mining Company of Blairsville, Georgia on five (5) acres of Land Lot 31, District 16, Section 1 of Union County, Georgia as shown by attached drawing.

The term for the removal of these minerals will be for the minimum period required by your office for the granting of the requested loan. Stipulations of our sales contract are to be very similar to the terms of their lease with the U.S.F.S.

Under the terms of our Sales Contract it appears that the Tralyta Mining Company should sign your Form MF - 203, in case of abandonment by the Company.

Please notify this office at your earliest convience, concerning the minimum term required for this loan, and also forward copies of your Form MF 203.

Under State Laws sales of this type are difficult to negotiate, meeting both the requirements of our State Laws and your regulations is doubly so. Any comments or suggestions on this matter will be appreciated.

If this office can lawfully meet your conditions the sale should be completed on March 29, 1954.

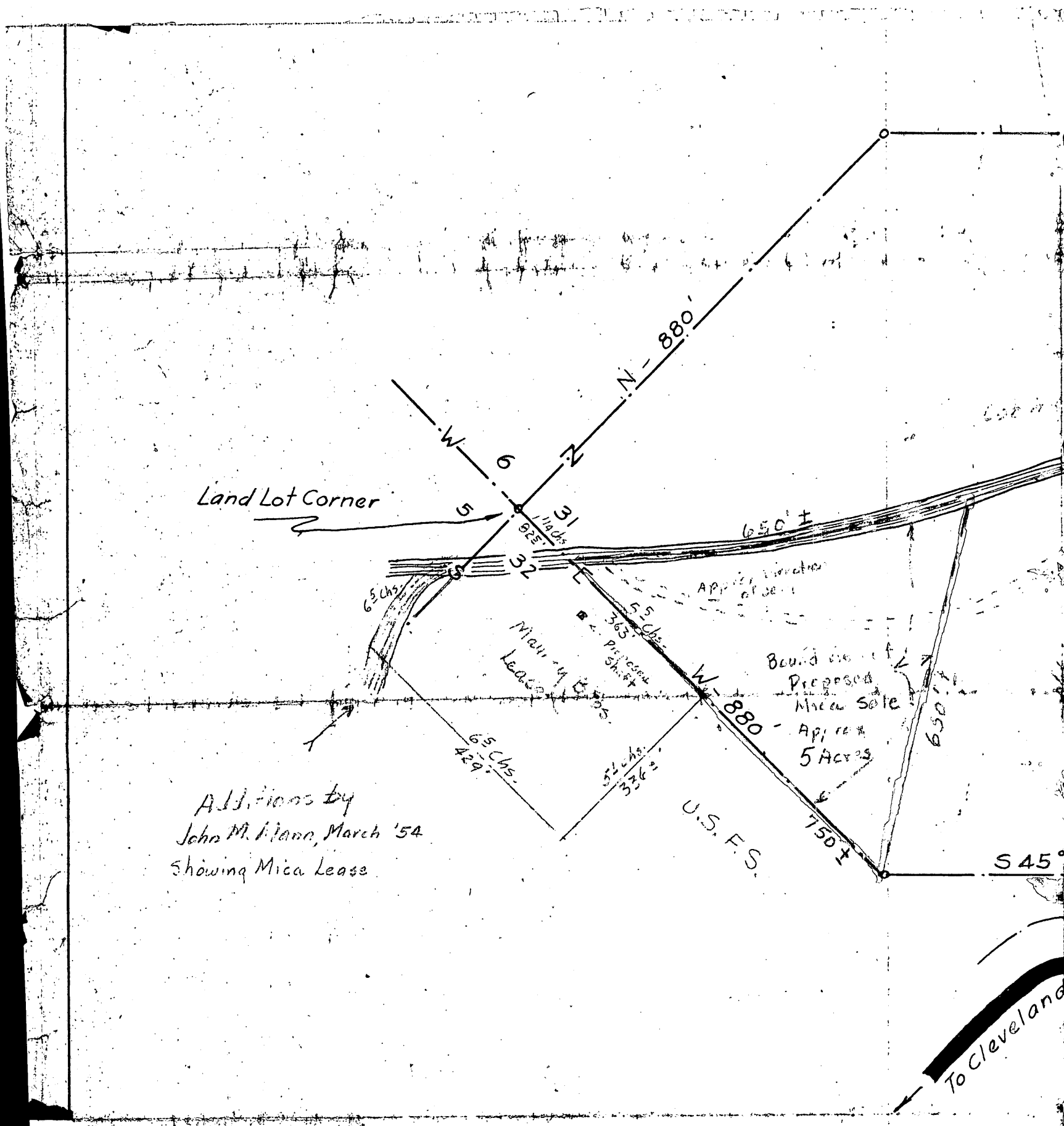
Yours very truly,

John M Mann

JOHN M. MANN
ASST. DIRECTOR

JMM:sb

cc: Mr. Lawrence C. Hawk-Chief Non Metalic Minerals Div. Washington 25, D.C.
cc: Mr. L. Rush Mandney - Blairsville, Georgia



Additions by
John M. Hana, March '54
Showing Mica Lease

DMEA-32.15

STATE OF GEORGIA

FULTON COUNTY

Department of the Interior
Defense Minerals Administration
RECEIVED
APR - 1 1954

WHEREAS, The mica and associated minerals and mining privileges for same on a five acre tract of land owned by the State of Georgia, more particularly described as follows:

A tract of land of approximately five acres in Land Lot 31 in the 16th District, 1st Section of Union County, Georgia;

Beginning at the center of Wolf Creek where the south line of Land Lot 31 intersects said center line eighty-two and five tenths (82.5) feet east of Land Lot corner common to Land Lots 5, 6, 31 and 32, all of the 16th District and 1st Section of Union County; thence east along said south Land Lot line of Land Lot 31 approximately seven hundred and fifty (750) feet to a corner of State property; thence north 31 degrees 30' approximately six hundred and fifty (650) feet to the center line of Wolf Creek; thence southwesterly along the center line of Wolf Creek approximately six hundred and fifty (650) feet to the intersection of the center line with the south Land Lot line of Land Lot 31 and point of beginning, all as shown by sketch attached herete and made a part of this description;

has been declared surplus property by the Governor of the State of Georgia, and the same has been properly advertised for sale as required by law; this sale does not include any fisionable material, the right to which is hereby reserved in the State; and

WHEREAS, Tralyta Mining Company, a partnership composed of Mr. ~~R. L.~~ L. R. Mauney, Mr. Grover Mauney and Mr. Walter Mauney,

whose office is in Blairsville, Georgia, being the highest and best bidder for said minerals and mining rights..

- 1 -

NOW THEREFORE, the State of Georgia, acting through and by the Department of State Parks, Historic Sites and Monuments, does hereby accept the bid of said Tralyta Mining Company and does hereby sell and convey said minerals and mining rights subject to the following restrictions and conditions:

(a) That the sale is subject to the Tralyta Mining Company obtaining a mining loan from the Department of Interior, Defence Minerals Exploration Administration, within ninety days of the date of this sale.

(b) That all subject minerals shall be taken from said premises within ten years of this date.

(c) Mining to be accomplished from shaft as recommended by the geologist with the U. S. Department of Interior, D.M.E.A., on property leased to the grantees herein by the U. S. Department of Interior, Bureau of Land Management, under lease dated February 1, 1953.

(d) The State of Georgia reserves the right to inspect said premises and operations thereon at any and all reasonable times during the term of operations herein provided for and shall designate such representative of the State as it deems proper. The right to inspect all of the books and records pertaining to the operations under this sale or agreement shall be also reserved to the State or any of its designated representative.

(e) Mining methods shall conform with all modern safety practices and in the event that in this mining operations

the purchaser shall reach the surface, or a point near the surface where it would be dangerous to the public, he shall be required to build protective rails or fences around such area and shall further place signs of warning to the public of such dangerous areas, all of which shall be subject to the approval of the State Department of Mines, Mining and Geology, to whom notice of the creation of such danger shall be served prior to such operations. Purchaser further shall hold harmless and protect the State of Georgia from any liability at any and all times during the operations under this sale or agreement.

(f) Any openings, pits, trenches or other hazards are to be filled by purchaser at any time work is abandoned for sixty days or longer, or upon the termination of operations.

(g) The purchaser is hereby charged with the duty of keeping the premises in orderly and good condition and shall create no unsightly conditions, including brush, trees or other debris which may accumulate on premises, at any time during the operations herein provided for.

- 2 -

The consideration of this sale shall be 7½% of the market value of all minerals taken from subject premises, for which purchaser shall account to the proper agency of the State of Georgia monthly. Purchaser shall further be required to make a full report of all operations, including minerals mined but not sold, within thirty days of the close of each calendar month's operations. On failure to account for funds or to make such reports hereinabove required, the State of Georgia reserves the right to

terminate this agreement and purchaser hereby agrees that upon receipt of notice of termination that he will peaceably and quietly vacate said premises.

- 3 -

Purchaser is hereby required to secure from a bonding company, licensed to do business in the State of Georgia, a bond payable to the Governor of Georgia in the sum of $2,000.00, said bond to be approved by the Attorney General of Georgia and shall cover the faithful performance of all stipulation and conveyance contained in this agreement.

- 4 -

On termination, for any cause, of operations by purchaser on subject property, purchaser shall be required, within sixty days of such termination, to place the premises in a condition approved or required by a designated representative of the proper agency of the State of Georgia and shall remove any and all equipment which he may have on said premises and shall peaceably and quietly surrender possession of the premises to the State of Georgia immediately.

John M Mann
Marjorie E. Humphrey
Notary Public, Fulton County, Georgia
My Commission Expires July 19, 1954

STATE OF GEORGIA, Acting by and through its DEPARTMENT OF STATE PARKS, HISTORIC SITES AND MONUMENTS

By: A. N. Moye
A. N. Moye, Director

APPROVED: B B George
B. B. George,
Supervisor of Purchases
State of Georgia

Accepted this 31 day of March, 1954

TRALYTA MINING COMPANY
by J. R. Manney
by Grady Manney
By: Walter Manney
Partners

File Copy
Surname:

Lawrence G. Houk

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

MAR 3 1954

Iralyta Mining Company
C/o L. Rush Mauney
Blairsville, Georgia

Re: Docket No. DMA-3615 - Idea
Chattahoochee National Forest
Union County, Georgia

Gentlemen:

Reference is made to the subject application and your conversation with the field team, examining engineers and geologists, relative to you obtaining a lease in the Vogel State Park. Unless this additional area can be obtained exploration assistance will not be granted.

We wish to cooperate with you in the matter of allowing ample time, but if the needed data have not been received by April 1, 1954, we will then consider the docket closed.

Sincerely yours,

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

LGHouk:gad 3/1/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 2 1954

March 1, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3215

Applicant: Tralyta Mining Company

Name and Location of Property: Lake Tralyta Prospect
Union County, Georgia

Date of Field Team Report: February 17, 1954

Date Rec'd by Ceramic & Fertilizer Mats. Branch: February 25, 1954

Field Team Recommendation:

1. A contract is recommended if applicant can secure a lease from the State of Georgia.

Comments:

1. Exploration by 45-foot shaft and 100-foot crosscut and/or drift.

2. Estimated cost - $5,800.

3. Proposed exploration is consistent with good engineering practices.

Recommendation:

I concur in the field team's recommendation for an exploration project in the amount of $5,800, subject to the condition that a lease is obtained on the adjoining property owned by the State of Georgia.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR G-MD-CNM
Defense Minerals Administration
RECEIVED
MAR 1 - 1954

February 24, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3215 (MICA)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Tralyta Mining Company, Blairsville, Georgia.
Name of property: Lake Tralyta Prospect.
Location of property: 10 miles SE. of Blairsville, Union County, Georgia.
Date of field team report: February 16, 1954.
Authorship of field team report: K. H. Teague, D. H. Amos, and J. F. O'Neill.
Field team's recommendation: <u>If the applicants get a lease on the adjacent State land</u>:

45' shaft in pegmatite
100' drifts and crosscuts $5,800

<u>If the applicants do not get a lease on the adjacent land</u>:

Denial.

Comments: No information on property. If developed, safety measures in excess of those usually taken will be required, to prevent accidents to visitors. Also, steps to prevent higrading by visitors will be required.

It is assumed that the applicants will pay 25% of the cost. What are chances of flooding by Wolf Creek?

<u>ACTION RECOMMENDED</u>: Follow field team's recommendation.

D M Larrabee
D. M. Larrabee per EWB

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

RECEIVED
1 9 1954

February 17, 1954

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Field Examination Report on DMEA-3215, Lake Tralyta Prospect.

Transmitted herewith are four copies of the above subject report with six extra copies of the map.

The Field Team is in agreement with the recommendations set forth in the subject report, but no action is recommended until the applicants have secured a lease on the adjacent land, this lease must be obtained from the State of Georgia, Parks Department, details of which are set forth in the report.

Wm. A. Beck, Acting
Executive Officer, DMEA, Reg. 7

Benjamin Gildersleeve, Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
2-26-54
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
1 19 1954

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT-FIELD TEAM, REGION VII

On

DMEA-3215, LAKE TRALYTA PROSPECT
(mica)
Union County, Georgia

By

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

and

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

Reviewed by
DMEA OPERATING COMMITTEE

2-26-54
(date)

February 16, 1954

FIELD EXAMINATION REPORT
ON
DMEA-3215, LAKE TRALYTA PROSPECT
(mica)

Applicant: Tralyta Mining Company, c/o L. Rush Mauney, Blairsville, Georgia

From the extent and distribution of old works, there appears to be three parallel pegmatites in a zone about 25 feet wide. Only one is presently exposed. The exposed pegmatite is from 3 to 5 feet thick and contains ruby colored mica of strategic grade. Exploration work appears justified, but only when the applicants secure a lease on the adjacent property as the present lease covers only about 50 feet of the pegmatite's strike length.

The deposit was examined on January 18, 1954. Messrs. L. Rush Mauney, Walter M. Mauney, and Grover C. Mauney, accompanied the examiners on the inspection which required two hours.

The Lake Tralyta prospect is about 10 miles southeast of Blairsville, Union County, Georgia. Access from Blairsville is via U. S. Highway 19 and the Lake Tralyta road. Access is excellent at all times. All the applicants appear competent to condgct the proposed project.

The applicants hold the property under lease from the U. S. Bureau of Land Management. The pegmatite trends normal to the property line and about one-half of its strike length extends across the applicants' boundry line on to property owned by the State of Georgia (Vogel State Park). Unless permission can be obtained by the applicants to explore on the State property, as well as on the area covered by their lease, exploration assistance should be denied. At the time of the examination the need for this provision was pointed out to the applicants. Nothing has been heard from them since.

There are no surface facilities on the property. A single phase electric line is nearby. Also, adequate water is available. Workings consist of an open trench about 125 feet long, 10 feet wide, and 10 feet deep. A drift extends from the cut for 40 feet onto the State property. Also, several old pits and caved shafts of unknown extent occur up the hill slope southeast of the cut.

The one exposed pegmatite trends N. 23° E. dipping steeply SE. Apparently if parallel pegmatites occur, they are southeast of the one that is exposed. The pegmatite is 3 to 5 feet thick and conformable to the enclosing biotite gneiss. It is composed of discontinuous quartz lenses up to about 8 inches thick and three feet long, medium coarse potash feldspar, muscovite, and biotite. The mica in general is concentrated against the quartz lenses.

The mica is hard, ruby colored, and free-splitting. Some of it is bent, exhibits "A" structure, and contains scattered black spots. All of the mica observed is less than 8 inches in diameter.

History of this deposit is not known. Apparently it was worked on a modest scale about 1900 and a limited amount of work was done during 1944. The degree of success of these operations is not known.

Vogel State Park is a popular summer resort and is generally crowded during the summer months. As the deposit is within easy reach from the park, numerous visitors can be expected at the project, thus probably hindering it.

The following recommendations are based on the condition that the applicants obtain a lease on the adjacent State land. If this area cannot be obtained, then the application should be denied. If the lease is obtained the following work is recommended: Prepare shaft site, construct tool house and magazines, sink 45-foot shaft on pegmatite, then drive 100 feet of crosscut and drift on pegmatite.

Estimated Cost:

Prepare shaft site, 10 hrs. bulldozing @ $10/hr.	$100.00
Tool house, 10' x 12 '	100.00
Powder magazine	50.00
Exploder magazine	25.00
45-foot, 5'x 7', 2-compartment shaft @ $45/ft.	$2,025.00
100 feet crosscut and/or drift @ $35/ft.	3,500.00
Estimated Total Cost.....	$ 5,800.00

Estimated time required - 6 months

January 18, 1954.

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

and

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

Z

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN - 5 1954

D M E A

Referred Dockets on Hand December 31, 1953

DMEA-3215 (mica) Tralyta Mining Co., Blairsville, Georgia.

Referred request received December 28. Will be examined in January.

The following contracts, signed by the Administrator, have been forwarded to Operators for signature, but have not been returned to this office by December 31, 1953:

DMEA Number	Idm-E No.	Operator	Date Sent
3041	E-634	Robt. K. Andre'	December 16
3157	E-646	Cook Mining Co. Inc.	December 16
3188	E-647	Charlie Hensley	December 16

FILE COPY
SURNAME:

Anderson
Houk
Theyer
Selmacer
Hedges

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

DEC 23 1953

Tralyta Mining Company
c/o L. Rush Mamey
Blairsville, Georgia

Re: Docket No. DMEA-3215 - Mica
Chattahoochee National Forest
Union County, Georgia

Gentlemen:

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

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

Sincerely yours,

FRANK E. JOHNSON
(Ag 257)
ACTING Administrator

WCAnderson:ag 12/23/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Operating Committee

HHP 12-23-53

FILE COPY
SURNAME:

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

Anderson
Hath
Selfridge
Hedges

DEC 23 1953

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

Subject: Docket No. DMEA-3215 - Mica
Tralyta Mining Company
Chattahoochee National Forest
Union County, Georgia

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

Approved:

J. H. Hedges (24B)

Member, Bureau of Mines

T. P. Thayer (24B)

Member, Geological Survey

Enclosures 4

WCAnderson:ag 12/22/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larraboe, G-232 GSA Bldg.
Mr. Houk

12-23-53

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 18 1953

Blairsville, Georgia
December 15, 1953.

U. S. Department of the Interior,
Defense Minerals Exploration Admn.,
Washington 25, D. C.

Sirs:

Re: Docket No. DMEA-3215 - Mica
Chattahoochee National Forest
Union County, Georgia

Replying to yours of Dec 8th, referring to Amendment No. 3 to DMEA Order-1, effective Nov 3rd. 1953, limiting Govt participation to 75 per cent of approved costs.

It is agreeable that our recent application be processed under the above mentioned new Govt. participation rate.

Yours truly,

Tralyta Mining Company

By _____
L. Rush Mauney, partner

L R Mauney

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 21 1953

December 16, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3215, Mica

Applicant: Tralyta Mining Company

Name and Location of Property: Prospect, Chattahoochee National Forest, Union County, Georgia

Date of Application: December 2, 1953

Date Rec'd by Ceramic and Fertilizer Materials Branch: December 3, 1953

Comments:

1. No data are available in this office on subject property since it is a new prospect.

2. Careful study of the applicant's application indicates that more detailed information, with reference to a plan of proposed exploration, is needed.

3. Although the applicatinn was received after Amendment No. 3 to DMEA Order-1 became effective, it would be desirable to advise the applicant of the change in Government participation from 90 percent to 75 percent.

Recommendation: It is recommended 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:

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

December 4, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3215 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Tralyta Mining Company (% L. Rush Mauney)
Blairsville, Ga.

Name of property: None
Location of property: Union Co., Ga. (Chattahoochee National Forest)
Summary of applicant's proposal: None made.
Sources of information on applicant's property: None
Comments:
1) No description of proposed work.
2) No sketch map of property showing relation of pegmatites to boundaries, etc.
3) No estimate of costs tied to proposal.
4) Applicant thinks that he must furnish only 15% of the cost, rather than 25%.
5) No locations we can tie to a map.

RECOMMENDATION:

Request additional information before referring to Field Team.

D. M. Larrabee

D. M. Larrabee

mpl

FILE CO
SURNAME

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

600

Houk
Perkins
Johnson
Selfridge

DEC 8 - 1953

Tralyta Mining Company
C/o L. Rush Mauney
Blairsville, Georgia

Re: Docket No. DMEA-3215 - ~~Mica~~
Chattahoochee National Forest
Union County, Georgia

Gentlemen:

Reference is made to your application for exploration assistance for mica.

On November 3, 1953, Amendment No. 3 to DMEA Order-1 became effective and limited Government participation in the case of mica to 75 percent of the approved costs. Inasmuch as your application was received after November 3, 1953, please advise this office in writing if you desire to have your application processed under the new Government participation rate. The processing of your application will be deferred until receipt of your reply.

A copy of our release of November 3, 1953, is enclosed for your information.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosure

LGHouk:gad 12/7/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.G.G.
12-8-53

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

DMEA-3657 (denied) Coastal - crest of Cane Mtn. Union Co., Ga.

December 2, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-3215

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

DMEA -3215 Tralyta Mining Company

ROBERT E. ADAMS

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

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

Tralyta Mining Company
c/o Rush Mauney
Blairsville, Georgia

December 2, 1953
Subject: DMEA-3215
Re: Exploration Assistance

Dear Mr. Mauney:

The receipt of your application dated November 16, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3215 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3215 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

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

DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
RECEIVED
DEC 2 - 1953

November 30, 1953

Memorandum

To: Operating Committee, D M E A, Washington 25, D. C.

From: Executive Officer, Region VII

Subject: Application from Tralyta Mining Company of Blairsville, Georgia (Mica)

Enclosed are three copies of an application from the Tralyta Mining Company of Blairsville, Georgia. The property is in the Chattahoochee National Forest, in Union County, Georgia.

Robert A. Laurence
Robert A. Laurence
Executive Officer

Enclosures 3

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1953

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

Not to be filled in by applicant

Docket No. DMEA-3215
Metal or Mineral
Date Received 12-2-53
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: Tralyta Mining Company, a partnership
Blairsville, Georgia. c/o L. Rush Mauney
Partners: Walter M. Mauney, Murphy, N. C. L. Rush Mauney, Blairsville, Ga.
Grover C. Mauney, " "

(*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
Mining Lease from Dept. of Interior on Chattahoochee Nat'l Forest Land in State of Georgia
See Attached

(*b*) State any mine name by which the property is known. none

(*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. See attached Copy Lease. ~~Please return.~~

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

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

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

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

(*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. See Attached.

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

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

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

(*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. See attached.

(*c*) The work will start within immediately days and be completed within 3 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. See attached.

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: See attached.

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

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

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

(*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. See attached

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project. None

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project. none

(*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. See attached.

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

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

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

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

☐ Money ☒ Use of equipment owned by you 15% ☐ 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 November 16th, 195 3

Tralyta Mining Company
(Applicant)

By Walter M. Mauney
Grover C. Mauney
J. Rush Mauney
Partners.

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

SUPPLIMENT to Form MF-103
Tralyta Mining Company,
Blairsville, Georgia.

3. (a) Mining Lease from Dept. of Interior on Chattahoochee National Forest Land in State of Georgia:

"Beginning at a point in the center of Wolf Creek which point stands approximately 1-1/4 chains east of the NW corner of land lot 32, District 16, Section 1, Union County, Georgia.(a 6x6 concrete post described as corner 77 Pfister and Vogel Land Co. Tract #77 Be).

Thence with a wooden fence, the south line of lot 31, and the lands of the State of Georgia, S 89°32'E, a distance of 5.5 chains to a 9" chestnut telephone pole setting on top of first ridge in old wooden fence row. Said telephone pole is marked with 3 blazes and stands 18" south of 2 double chestnut fence posts.

Thence due south 5.5 chains to a point.

Thence due east approximately 6.5 chains to the center of Wolf creek.

Thence north with the meanderw of Wolf creek approximately 6.5 chains to the point of beginning.

Containing 4 acres, more or less, of Land Lot 32, District 16, Section 1, Union County, Ga."

(d) See attached Copy Lease from Dept. of Interior. ~~(Please return)~~

4. (a) Bulldozer work by applicant. Fine Ruby Mica specimens obtained.

(b) Hand work.

(c) Voin Ruby Mica.

(d) Paved Highway 600 feet distant. Located 195 miles from Spruce Pine, N.C.

(e) All available.

5. (a) Ruby Mica.

(b) Sinking Shaft or Tunnell.

(d) Grover C. Mauney, partner, 10 yrs. experience.
Norman Davis, Supervision and consultant, 20 yrs experience.

6 (a) None

(b) 2 Laborers at $120 per month		$240.00
1 Jack Hammer Operator	per month	200.00
1 Powder Man	"	200.00
1 Working Foreman	"	240.00
1 Supervisor & Consultant	"	200.00
(c) Hand Tools	average per month	35.00
Fuel Oil	per month	160.00
(d) To be furnished by Operator (Tralyta Mining Co. owned);		
1 Jack Hammer	per month	50.00
1 Air Compresser	"	150.00
1 Water Pump	"	50.00
(e) None		
(f) None		
(g) Miscellaneous: Drill Bits	per month	25.00
Accounting	"	100.00
Employer's Liability Insurance and Pay Roll Taxes	per month	25.00

1615
3
4845

Form 4-1100
(May, 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Washington 25, D. C.

Serial No. BLM-A 031273

Georgia
(State)

MICA
MINERAL LEASE - ACQUIRED LANDS

This mineral lease entered into in quintuplicate this 1st day of February, 1953, by and between the United States of America, the lessor, through the Bureau of Land Management, and Rush Mauney and Grover C. Mauney, the lessee, of Gainesville, Georgia, pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200.31 et seq.); witnesseth:

SECTION 1. Rights of Lessee. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of ten years from the date hereof, the exclusive right to mine, remove and dispose of all the mica and associated minerals in, upon, or under the following-described tracts

"Beginning at a point in the center of Wolf Creek which point stands approximately 1-1/4 chains east of the NW corner of land lot 32, District 16, Section 1, Union County, Ga. (a 6X6 concrete post described as corner 77 Pfister and Vogel Land Co. Tract #77 Be)

Thence with a wooden fence, the south line of lot 31, and the lands of The State of Georgia, S89-32 E a distance of 5.5 chains to a 9" chestnut telephone pole setting on top of first ridge in old wooden fence row. Said telephone pole is marked with 3 blazes and stands 18" south of 2 double chestnut fence posts.

Thence due south 5.5 chains to a point

Thence due west approximately 6.5 chains to the center of Wolf Creek

Thence north with the meanders of Wolf Creek approximately 6.5 chains to the point of beginning.

Containing 4 acres, more or less, of Land Lot 32, District 16, Section 1, Union County, Ga."

containing 4.00 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as may be necessary for the mining, preparation and removal of said minerals.

SECTION 2. In consideration of the foregoing, the lessee agrees:

(a) Production. To begin production within 24 months and to continue production thereafter unless operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extension of time for the commencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.

(b) Rental. To pay to the lessor annually in advance, beginning with the date of this lease, rental of $ 5.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.

(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 per cent of the gross value of the minerals mined hereunder at the point of shipment to market, such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given to the highest price paid for a part or a majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.

(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $ 20.00 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $20.00, such minimum royalty obligation to become

effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).

(e) Bond. To furnish and maintain a bond in the sum of $ 1,000.00 conditioned upon compliance with the terms and conditions of this lease.

(f) Statement. To furnish for each month or such other period as may be designated by the District Mining Supervisor of the Geological Survey*, statements in detail, in such form as may be prescribed by him, 1/ of the amount and value of output from the leasehold during such period for use in determining royalties, such statements to be furnished within 30 days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease. 2/

(g) Inspection. To permit at all reasonable times: (1) inspection by any duly authorized officer of the supervising agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.

(h) Maps - Reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require, a plat in the manner and form prescribed by him 1/ showing prospecting and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.

(i) Operations. To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap. II, Part 231), which are made a part hereof, and to exercise reasonable diligence, skill and care in the operation of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to mineral deposits, water horizons and property, injury to life and health, and economic waste.

(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property and assets of the lessee.

(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.

(l) Assignment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portion of the leased premises, except with the approval in writing of the lessor. All such assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royalties or payments out of production shall be created which would exceed 1/8 the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segregated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commence operations on an undeveloped segregated portion shall be such reasonable period as shall be prescribed by the lessor at the time the assignment is approved.

(m) Non-discrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(n) Payments. To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:

(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the leased land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavations made by lessee.

*Rm. 3227, General Services Administration Building, Washington 25, D. C.

1/ All forms herein required are subject to approval by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

2/ 18 U.S.C. sec. 1001 makes it a crime for any person knowingly and wilfully to submit or cause to be submitted to any agency of the United States any false or fraudulent statement as to any matter within its jurisdiction.

(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires, with the understanding that payment for services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; except that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors, within the leased area except at established camps, and shall enforce this prohibition by all means within his power. However, the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, camp fires may be built for the purpose of heating lunches and where, at the option of the lessee, smoking may be permitted.

The lessee shall not burn rubbish, trash, or other inflammable material except with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such manner as to scatter inflammable materials on the surface of the land during the forest, brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the authorized representative of the Secretary of Agriculture decides is necessary for forest, brush, and grass fire prevention and shall maintain such fire tools at his headquarters on the leased land as are deemed necessary by such representative.

(c) Damage to Property. To pay the lessor or its tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's operations hereunder; to save and hold the lessor or its tenant harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the leased land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to livestock, crops, trees, pipe lines, buildings, and other improvements on the leased land.

(d) Restoration of Surface of Land. Upon any partial or total relinquishment, cancellation or expiration of this lease, as to that part of the leased land as to which the lessee's rights have terminated and to the extent deemed necessary by the authorized representative of the Secretary of Agriculture, to fill all sump holes, ditches and other excavations, remove or cover all debris, and, so far as reasonably possible, restore the surface of the leased land to its former condition, including the removal of structures as and if required.

(e) Department of Agriculture Regulations. To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease.

(f) Special Stipulations.

X

X

X

X

X

(g) Appropriate Agency Official. To address all matters relating to this section to Forest Supervisor, Chattahoochee Nat. Forest at Gainesville, Georgia, who is the authorized representative of the Secretary of Agriculture, or to such other representative as may, from time to time, be designated provided that such designation shall be in writing and be delivered to the lessee or his agent as provided by Section 4 hereof.

SECTION 4. Lessee-Agent. Prior to the beginning of operations the lessee shall appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders or notices respecting matters contained in this lease, and shall inform the au-

thorized representative of the Secretary of Agriculture, and the District Mining Supervisor of the United States Geological Survey, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee shall immediately so inform the said representatives.

SECTION 5. Renewal of Lease. If, upon the expiration of this lease, the issuance for an ensuing period of a lease of similar character is determined to be in the public interest, and all of the terms hereof have been satisfactorily complied with, and the lessee is then qualified, he shall be accorded a preference in the issuance of said ensuing lease upon such reasonable terms and considerations as may be prescribed by the Secretary of the Interior, unless otherwise provided by law. The exercise of such preference right shall be in accordance with regulations prescribed by the Secretary of the Interior.

SECTION 6. The lessor expressly reserves:

(a) Rights Reserved. The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands, and the preparation and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Monopoly and Fair Prices. Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interest of the United States, to prevent monopoly, and to safeguard the public welfare.

(c) Fissionable materials. All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order No. 9908 (12 F. R. 8223).

(d) Waiver of Conditions. The right to waive any breach of the covenants and conditions contained herein, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occurring at another time.

SECTION 7. It is mutually agreed:

(a) Strip Mining. That this lease does not authorize mining or removal of minerals by stripping or contour mining unless otherwise specifically authorized herein.

(b) Reduction or Smelting of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting of ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.

(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns; provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.

(d) Granting Leases for Other Minerals. That the granting of this lease will not preclude the issuance of other leases of the same land for the mining of other minerals with suitable stipulations as to joint operations, in order that full development of the mineral resources may be obtained.

SECTION 8. Relinquishment of Lease. Upon payment of all rentals, royalties and other debts due and payable to the lessor and upon payment of all wages or money due and payable to the workmen employed by the lessee, the lessee may, upon a satisfactory showing that the public interest will not be impaired, surrender all or any subdivision or subdivisions of the area included in the lease. In no case will the lease be terminated in whole or in part until and unless the lessee shall have made provision for the preservation of any mines and mineral deposits or productive works or permanent improvements on the lands covered thereby and complied with Section 3(d) hereof. A surrender must be by a relinquishment filed, in triplicate, with the Director, Bureau of Land Management. A relinquishment upon its approval shall take effect as of the date it is filed.

SECTION 9. Removal of Equipment, etc., on Termination of Lease. On termination of this lease, by surrender, forfeiture, or otherwise the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, other than underground timbering placed by the lessee in or on the leased lands, which are not necessary for the preservation of the mine. Any materials, tools, appliances, machinery, structures and equipment, subject to removal as above provided, which are allowed to remain on the leased land shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted by the lessor, but the lessee shall remove any or all of such property when so directed by the lessor.

SECTION 10. Proceedings in case of default. If the lessee does not comply with the applicable regulations made a part hereof or the terms of this lease and such default continues for a

period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Director, Bureau of Land Management. However, if production has commenced on the lease, it may be canceled only by appropriate proceedings in court of competent jurisdiction; but this provision does not apply to leases issued for a period of five years or less which may be canceled in the manner stated above. Furthermore, if the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe condition of the mine or works thereof, which shall be at the expense of the lessee, but the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

SECTION 11. Heirs and successors-in-interest. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 12. Unlawful Interests. It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior or of the Department of Agriculture shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statues, as amended, and 18 U.S.C. 431, 432, and 433, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

THE UNITED STATES OF AMERICA

By _____ Director, Bureau of Land Management:

/s/ C R Duhlins
Acting Chief, Division of Minerals

WITNESSES TO SIGNATURE OF LESSEE

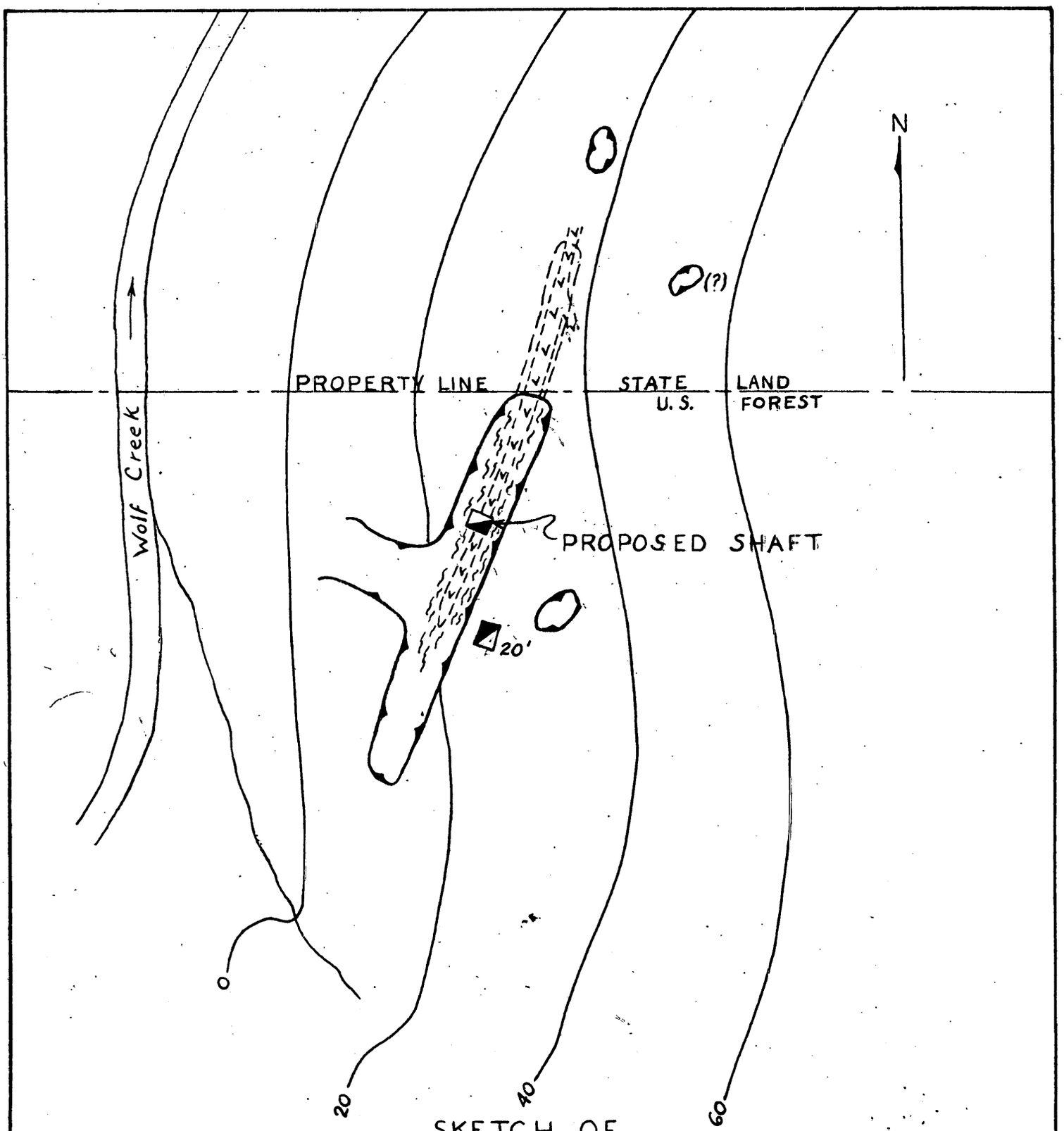
_____ _____

/s/ Zeb Dixon _____ /s/ Rush Mauney _____

/s/ Ben F. Carr _____ /s/ Grover C. Mauney _____
Lessee

(The reporting requirements contained in this lease have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. If this lease is executed by a corporation, it must bear the corporate seal.)

GEORGIA, UNION COUNTY
Clerk's Office, Superior Court
Filed for record at 10:00 o'clock A. M.
November, 17th, 1953
Recorded in Book L-L, Folio 343, 344 & 345
November, 18th, 1953
/s/ James C. Lance
Clerk.



SKETCH OF

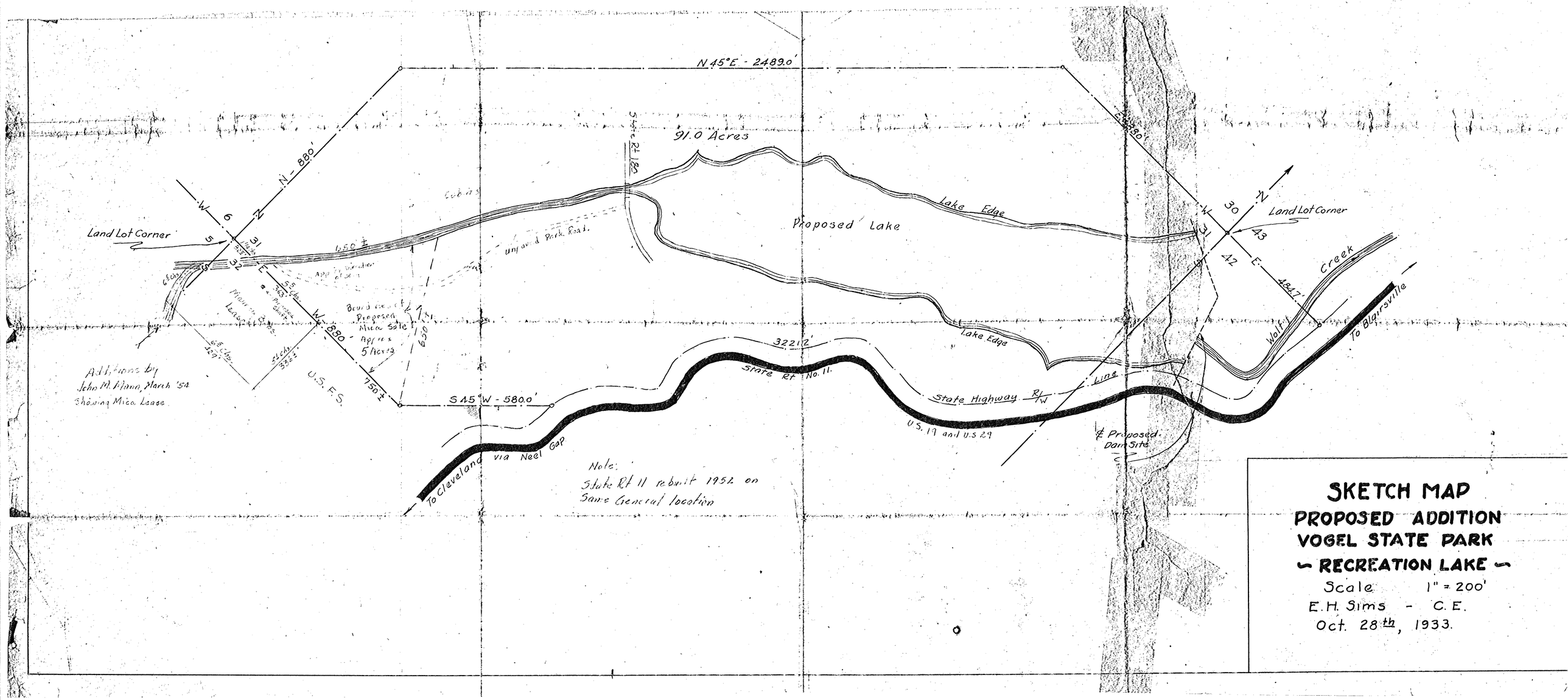
LAKE TRAHLYTA PROS.

UNION CO., GA.

0 40' 80'

SCALE

DMEA-3215 (mica)



SKETCH MAP
PROPOSED ADDITION
VOGEL STATE PARK
~ RECREATION LAKE ~

Scale 1" = 200'

E.H. Sims - C.E.

Oct. 28th, 1933.