DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2721

DO NOT DETACH THIS SLIP

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

This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip
copies to USGS & USBM

To:	Code 600 Rm. 4637	Date	9-30-52
To:	Fisher	Date	10/2/52
To:	Oper Comm	Date	11-10-52
To:	Oper Com	Date	12-12-52
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

GENERAL SERVICES ADMINISTRATION

Spruce Pine, N. C.
December 29, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 31 1952

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Defense Minerals Exploration Administration
Washington 25, D. C.

Subject: Docket No. DMEA-2721 - Mica
Jass Mine
Yancey County, N. C.

Dear Mr. Houk:

We are in receipt of request, together with samples of mica from the above mentioned mine in Yancey County, North Carolina, and we find this mica to be of acceptable quality for purchasing on the present Government Program. The mica is of ruby variety, and with proper preparation will be acceptable.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 620

DEC 15 1952

Fielder
Hinkle
Kimbrel
Hedges
Ellis

Mr. Ray Shaperd
Pensacola, North Carolina

Subject: Docket No. DMRA-2721 - Mica
Jass Mine
Yancey County, North Carolina

Dear Mr. Shaperd:

Your application for exploration assistance at the Jass Mine in Yancey County, North Carolina, has been reviewed by the Defense Minerals Exploration Administration.

The use of Government funds in an exploration project is considered justified only if evidence is available to show that the project has a reasonably good chance of resulting in the discovery or development of strategic minerals in sufficient quantity to significantly improve the mineral supply for National Defense.

The evidence that you have submitted, and other available information, does not show that the probability of making a significant discovery of strategic mica is sufficiently encouraging to justify Government participation in the proposed work; therefore, your application for assistance is denied.

Your interest in the Defense Minerals Exploration Administration's program to aid the mineral supply for National Defense is appreciated.

Sincerely yours,

C. O. Mittendorf
Administrator

12-15-52

LAFeitler:gad 12/11/52

Copy to: Admr. R. File
Docket File
Operating Committee (2)
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Horton, 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
DEC 10 1952

December 10, 1952
Mr. Feitler

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2721, Mica, Jass Mine,
Yancey County, North Carolina

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

Brooke L. Gunsallus

Brooke L. Gunsallus

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 10 1952

December 10, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2721, Mica, Jass Mine,
Yancey County, North Carolina

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

Brooke L. Gunsallus

IN REPLY REFER TO:
G-MD-CNM

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

December 5, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 8 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2721 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey
Applicant: Ray Sheperd, Pensacola, North Carolina
Name of property: Jass Mine
Location of property: 2.6 miles SE of Pensacola, Yancey County, North Carolina
Date of field team report: November 26, 1952
Authorship of field team report: K. H. Teague and L. E. Shirley
Field team's recommendation: Denial

Action Suggested: Follow field team's recommendation.

J. J. Norton
J. J. Norton

IN REPLY REFER TO:
G-MD-CNM

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

December 5, 1952

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION LM A-2721 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey
Applicant: Ray Sheperd, Pensacola, North Carolina
Name of property: Jass Mine
Location of property: 2.6 miles SE of Pensacola, Yancey County, North Carolina
Date of field team report: November 26, 1952
Authorship of field team report: K. H. Teague and L. E. Shirley
Field team's recommendation: Denial

Action Suggested: Follow field team's recommendation.

J. J. Norton

JJN:lmc
12/5/52
cc: Director's Reading,4212
Branch Reading,4212
DMEA
Norton

Room 13, Post Office Building
Knoxville, Tennessee

COPY

November 26, 1952

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team - D M E A - Region VII

Subject: Field Team Examination Report on DMEA-2721 (Mica) Jass Mine
Yancey County, North Carolina

Attached herewith are four copiesof the above subject field examination. The field team concurs in the denial of this application.

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

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

One copy only
rec'd. 12-4-52
Nonmetallics

Reviewed by
DMEA OPERATING COMMITTEE
12-3-52
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2721 (Mica) JASS MINE
Y ancey County, N. C.

By

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

-

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

November 26, 1952

Reviewed by
DMEA OPERATING COMMITTEE
12-3-52
(date)

FIEID TEAM EXAMINATION REPORT
ON

IMEA-2721 (mica) JASS MINE

Applicant: Ray Sheperd, Pensacola, N. C.

Exposures of pegmatite on this property do not contain sufficient high-quality mica to justify exploration; therefore, the request for exploration assistance on this deposit should be denied.

This deposit was examined on November 21, 1952. Mr. Charles Hensley, acting for the applicant, accompanied the Field Team on the examination which required two hours.

The Jass mica mine is located along the southwest side of Winter Star Ridge, one half mile southeast of the junctions of the North Fork and South Fork of Cattail Creek. It is 2.6 airline miles southeast of Pensacola, Yancey County, North Carolina. Access to the mine is very difficult.

The opening consists of a short drift (15 feet long) made along a narrow pegmatite stringer. The pegmatite strikes N. 10° E., dipping 65° NW. It ranges in thickness, where exposed, from 6 to 18 inches. In the heading it is 12 inches thick. The enclosing kyanite mica gneiss is conformable to the pegmatite.

Badly cracked and broken books of mica up to 3 inches across are exposed in the drift. The mica is ruby colored, hard, and clear. All that could be found was badly bent, cracked, and broken , suitable only for scrap. There is no evidence that a worthwhile deposit of strategic mica occurs at this place, thus the application should be denied.

November 26, 1952

K. H. Teague, USGS

L. E. Shirley, USBM

IN REPLY REFER TO:

G-MD-CNM

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

October 29, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1952

Memorandum

REVIEW OF APPLICATION DMEA-2721 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Ray Sheperd
Name of property: Jass mine.
Location of property: About 1,200 feet east of state maintained road on Coon Den Branch of Cat Tail Creek, 3 miles E. of Pensacola, Yancey County, North Carolina.
Estimated cost of project: $10,000.
Summary of applicant's proposal:
Bulldoze for tunnel site, drive a tunnel 100 feet, and sink a shaft 100 feet.
Sources of information on applicant's property:
No published or unpublished information on this property was found.
Comments:
Colonial Mica records do not show any mica production from a Jass mine for the World War II period.
RECOMMENDATION:
1. Applicant should submit sample of mica to be tested for strategic quality.
2. If mica is strategic, refer application to field team to work out appropriate exploration program, if field examination is favorable.

R. E. Van Alstine

R. E. Van Alstine

Supplementary sheet to sheet giving complete breakdown in connection with the the application aid in exploration on the Jessline in Pone cole Township of Yancey county North Carolina.

Labor- Bulldozing removing part of present dump and Bulldozing Face for starting tunnel	fifty hours	$10.00 per hour			$500.00
Mining labor					
1 foreman	$2.00 per Hour	$16 per day	80.00 per week	per month	$320.00
1 drill operator	$1.50 per hour	$12.00 per day	$60.00 per week	Per Mo	240.00
1 muckor	1.00 per hour	8.00 per day	$40.00 per week	Per mo.	160.00
2 muckers	1.00 per hour	8.00 per day	$40.00 per week	Month	160.00
Supervisor to be employed half time		$2.00 per hour		Per month	160.00
	Wages paid out(estimated)			Per month	$1040.00
Social security		Per month			15.60
Insurance		" "			41.60
Unemployment Insurance		" "			26.00
			Labor	Total per month	1123.20
Dynamite, dynamite cons, fuse and oil, coal charcoaling and blacksmithing					
			Estimate per month		$800.00
		Total monthly expense			$1925.00

While we ask for a period of ten months in which to complete this work we estimate that four months of working time with the above crew it will be possible to complete the work planned. We now have a tunnel about twenty five feet in distance, and an open cut of about the same distance, and we want to drive this tunnel about 100 feet and sink a shaft for a approximately 100 feet or until we have found an ample deposit.

Four month	1976.00 per month	$9890.00
Bulldozing		500.00
Building to house crew and machinery		500.00
Hoist		750.00
Compressor		3200.00
Jackhammer		345.00
Tool and hoses		160.00
Equipment rental estimated $100.00 per month		400.00
	Total Estimated cost	$11205.00

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 8 1952

500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10/9/52

REFERRED TO:

1. R.E. Van Altine
2. G228 GS Bldg.
3.
4.

FOR:

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

REMARKS:

Check (X) before the items needing attention.

S Veitter
Initials of sender.

GPO 16—63815-1

DMEA-2721 X
Mica

Pensacola N.C.
Oct 9th 1952.

Defense Minerals Exploration Adm.
Knoxville Tenn.

Att Mr Robert A.Lawrence re DMEA 2721.

Dear Sirs:-

Your letter of Oct 6th received and am enclosing drawing which I hope will help to clarify our application exploration assistance on the Jass Mine.I had rather expected details such as this would be gone into with your field men when they make their inspection and I had not the slightest idea of including any previous work at this mine in our exploration contract,because the present tunnel at this mine was made something like seventy years ago.In fact the evidence indicates that this mine was worked before white men ever settled this country.Evidence suggests that this mine was worked by the Indians,not for the Mica,but for another mineral which crosses this pegmatite at about the upening of the present tunnel.This mineral is reputed to contain manganese and has decomposed into a reddish brown powder which was probably used by them as a paint, and worked the mine for the war paint and left the Mica in a pile on the side of the workings.Later this Mica and workings were found by a Jasper Silver(Jass for short)about 70 years ago,and for a time was worked by the same Jass Silver by hand.It is reputed to have been one of the richest deposits ever found in this section of the Mica belt.

If any additional information is desired I will be pleased to furnish it and will be pleased when your field man can come over and go over the ground with me.

Yours very truly,

Ray Seperd
Pensacola N.C.

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 10/16/52

REFERRED TO:

1. Mr. Norton, G-232 GSA Bldg.
2.
3.
4.

FOR:

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

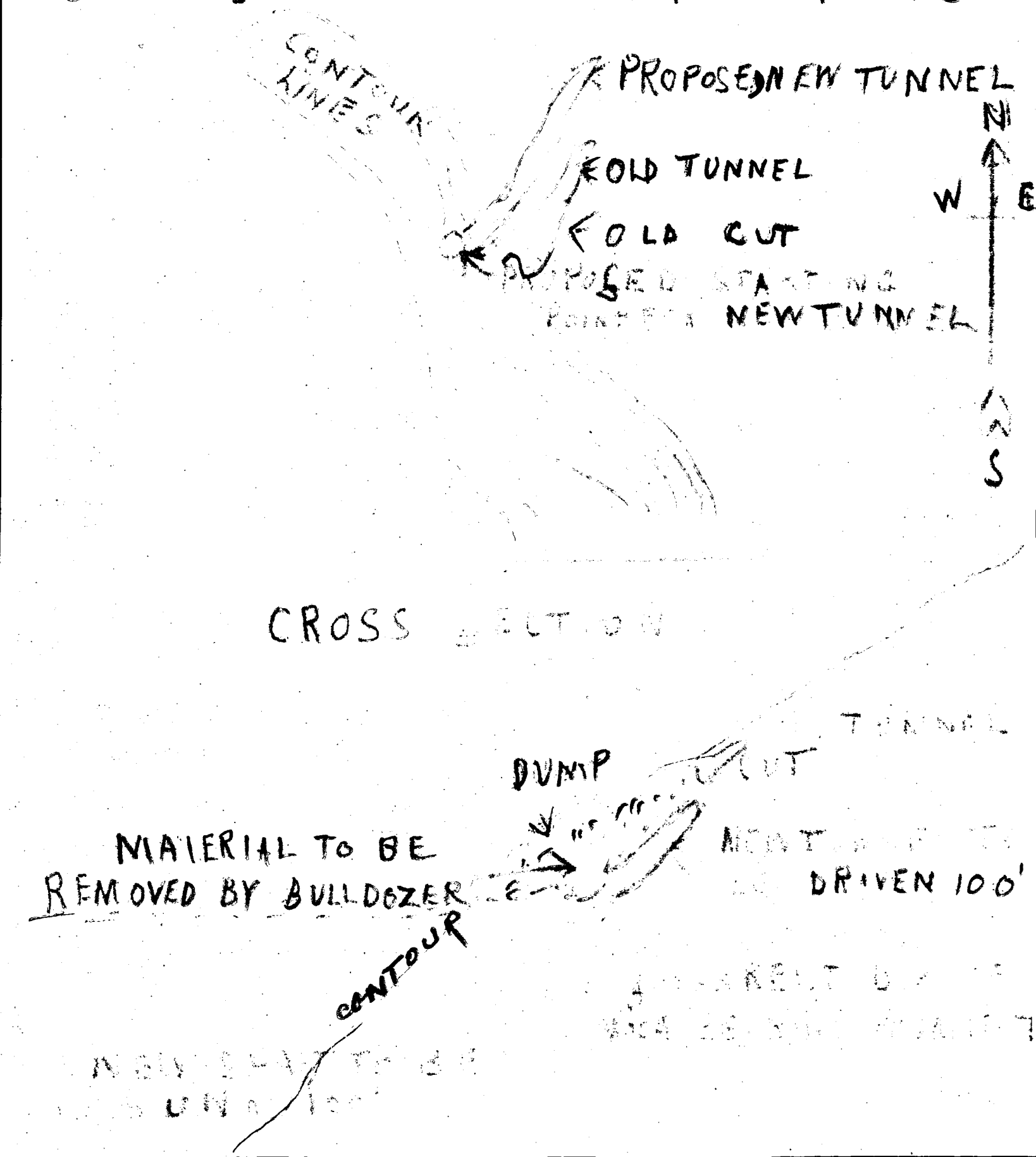
REMARKS: .....

Check (X) before the items needing attention.

L. G. Houk, DMEA
Initials of sender.

GPO 16—63815-1

MAP OF JASS MINE DMEA 2721
SCALE 1" = 5
YANCEY COUNTY NC



Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

SEP 29 '52

DO NOT FILL IN THIS BLOCK

Docket No. Omea-2721

Date received 9-29-52

Participation

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application September 5th 1952

Estimated cost 10,000.00

Mineral or metal Strategic Mica

Percentage of Government participation 90%

Location of mine Approximately 1200 feet east of the state maintained road on Coon Den Branch of Cat Tail Creek in Pensacola Township of Yancey County North Carolina.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? Individual

*2. If a partnership, state names and addresses of partners.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. In business for self eleven years.

*5. Are you the owner or the lessee of the property? Lessee.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property.

7. If lessee, attach a copy of the lease and state if it is in good standing. In good Standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. Attached

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? $1000.00 which is sufficient to pay share of cost.

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.
    (*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

    NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. Joss Mine

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. 3 Miles east of Pensacola N.C.1800 from state road.

*13. State source and quantity of water available for operations and its sufficiency at all seasons. Coon den branch
State amount of power to be used, rate per hour or other cost, and source. Electricity not now available.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None

15. State in detail how the ore could be shipped and how and where milled. By truck to buyers at Spruce Pine.

*16. History: see attached statement.
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*b*) State briefly the known history and production of adjoining and neighboring properties.
    (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production: Not in production at this time
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.) Previously operated by Joss Silvers
    (*a*) Describe the ore or mineral deposits briefly. Fine quality strategic Mica was produced.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Strategic Mica.

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. see separate statement.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. See separate statement with samples

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each. See estimates attached.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. see separate statement.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)	By Ray Shepard (Signature of authorized official)
Sept. 8th 1952 (Date)	(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Current Financial Statement.

Real Estate and Personal Property	Value	$10,000.00
Cash in Bank		$ 3,000.00
	Total	$13,000.00

Liabilities and debts none.

History of the Jess Mine.

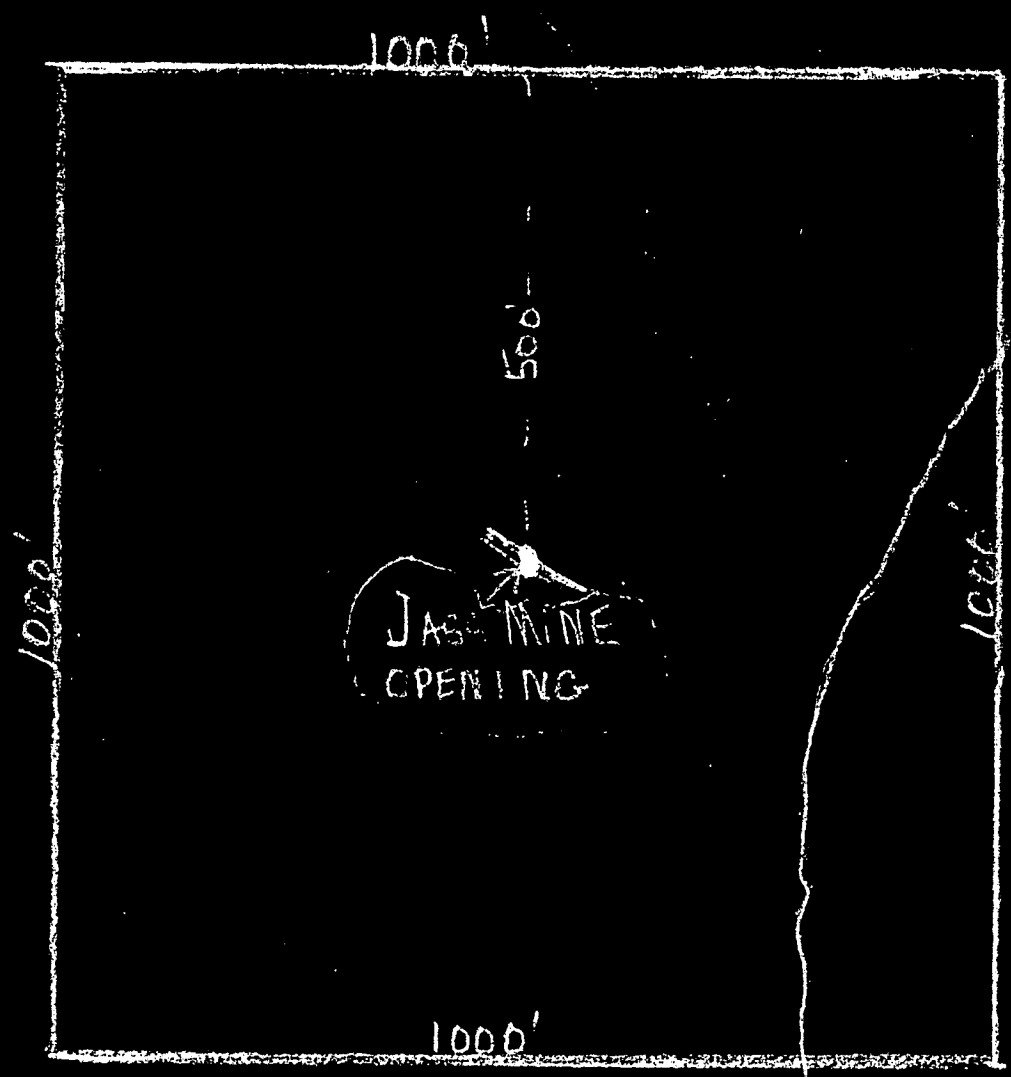
This mine was reputed to have been found and operated by a Mr Jess Silvers who found this very rich deposit of very fine Ruby Mica in about the year of 1900. A tunnel about 30 feet was driven in the side of the mountain following the pegmatite. Some of this pegmatite is still visible at the northern end of this tunnel as well as in the bottom but the vein at this point is rather narrow and Mica showing in this is quite small as pegmatites are in the habit of doing in this area. The old men in the area who saw this mine in operation state that this was one of the richest deposits ever found in this section and there is much evidence in waste from this mine to support this theory.

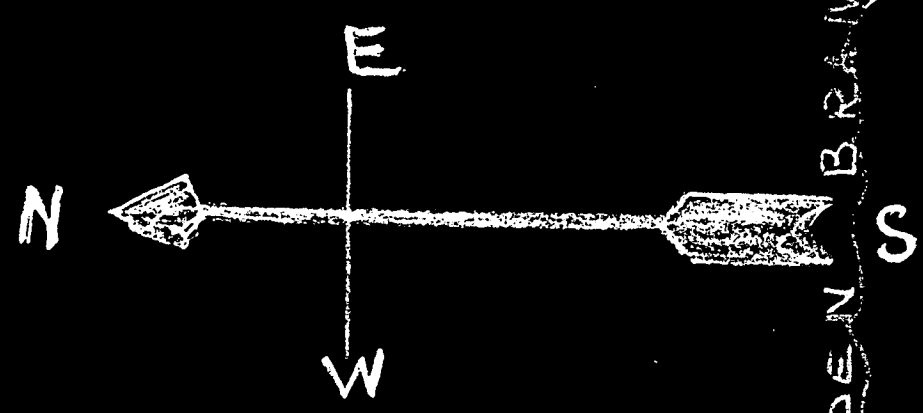
Exploration.

Bull-dozing- Tunnel and shaft estimated cost $10,000.00 to be completed within ten months.

Labor including foreman, drill man and muckers. approximately $1125.00 per month.
Dynamite, caps, gas and oil, steel sharpening and etc 200.00 per month.
No existing facilities

Building to house crew $500.00		500.00
Hoist $750.00		750.00
Compressor		$3200.00
Jackhammer		345.00
Steel and heads		160.00
	Total	$4955.00
Hose		60.00
	Total	$5015.00





COON DEN BR.

SCALE 1" = 200'

PLAT OF JASS MINE
ON COON DEN BRANCH OF CATTAIL CREEK
PENSACOLA - YANCEY COUNTY - N.C.
RAY SHEPERD

Current Financial Statement.

Real Estate and Personal Property	Value	$10,000.00
Cash in Bank		$ 3,000.00
	Total	$13,000.00

Liabilities and debts none.

History of the Jass Mine.

This mine was reputed to have been found and operated by a Mr Jass Silvers who found this very rich deposit of very fine Ruby Mica in about the year of 1900. A tunnel about 30 feet was driven in the side of the mountain following the pegmatite. Some of this pegmatite is still visible at the northern end of this tunnel as well as in the bottom but the vein at this point is rather narrow and Mica showing in this is quite small as pegmatites are in the habit of doing in this area. The old men in the area who saw this mine in operation state that this was one of the richest deposits ever found in this section and there is much evidence in waste from this mine to support this theory.

Exploration.

Bull-dozing- Tunnel and shaft estimated cost $10,000.00 to be completed within ten months.

Labor including foreman, drill man and muckers. approximately	$1125.00 per month.
Dynamite, caps, gas and oil, steel sharpening and etc	200.00 per month.

No existing facilities

Building to house crew	$500.00	500.00
Hoist	$750.00	750.00
Compressor		$3200.00
Jackhammer		345.00
Steel and heads		160.00
Total		$4955.00
Hose		60.00
Total		$5015.00

Jas

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

Room 13, Post Office Building
Knoxville, Tennessee

Mr. Feitler

November 26, 1952

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team - D M E A - Region VII

Subject: Field Team Examination Report on DMEA-2721 (Mica) Jass Mine
Yancey County, North Carolina

Attached herewith are four copies of the above subject field examination. The field team concurs in the denial of this application.

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

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

Orig. only rec'd.
in Nonmetallic Min.
11-28-52

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2721 (Mica) JASS MINE
Y ancey County, N. C.

By

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

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

November 26, 1952

FIELD TEAM EXAMINATION REPORT
ON

DMEA-2721 (mica) JASS MINE

Applicant: Ray Shoperd, Pensacola, N. C.

Exposures of pegmatite on this property do not contain sufficient high-quality mica to justify exploration; therefore, the request for exploration assistance on this deposit should be denied.

This deposit was examined on November 21, 1952. Mr. Charles Hensley, acting for the applicant, accompanied the Field Team on the examination which required two hours.

The Jass mica mine is located along the southwest side of Winter Star Ridge, one half mile southeast of the junctions of the North Fork and South Fork of Cattail Creek. It is 2.6 airline miles southeast of Pensacola, Yancey County, North Carolina. Access to the mine is very difficult.

The opening consists of a short drift (15 feet long) made along a narrow pegmatite stringer. The pegmatite strikes N. 10° E., dipping 65° NW. It ranges in thickness, where exposed, from 6 to 18 inches. In the heading it is 12 inches thick. The enclosing kyanite mica gneiss is conformable to the pegmatite.

Badly cracked and broken books of mica up to 3 inches across are exposed in the drift. The mica is ruby colored, hard, and clear. All that could be found was badly bent, cracked, and broken , suitable only for scrap. There is no evidence that a worthwhile deposit of strategic mica occurs at this place, thus the application should be denied.

November 26, 1952

K. H. Teague, USGS

L. E. Shirley, USBM

FILE COPY
SURNAME:

Feitler
Houk
Kimbrell
F. Johnson

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

NOV 10 1952

Mr. Ray Shepard
Pensacola, North Carolina

Subject: Docket No. DMEA-2721 - Mica
Jass Mine
Yancey County, North Carolina

Dear Mr. Shepard:

Reference is made to the subject application for exploration assistance at the Jass Mine on Coon Den Branch of Cat Tail Creek near Pensacola, Yancey County, North Carolina.

Your application is being referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for further information.

Please submit a quarter-pound sample of mica from your mine to Mr. W. S. Flynt, Superintendent Mica Purchase Depot, GSA, Box 246, Spruce Pine, North Carolina, with a request that he report the results of his inspection to this office and to Mr. Laurence in Knoxville.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

S.N. 11-10-52

SAFeitler:gad 11/7/52

Copy to: Adm. R. File
Docket File
Field Team, Region VII
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk

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

NOV 10 1952

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

Subject: Docket No. DMEA-2721 - Mica
Ray Shepard
Pensacola, North Carolina
Jass Mine
Yancey County

Dear Mr. Laurence:

Reference is made to the subject application for exploration assistance at the Jass Mine on Coon Den Branch of Cat Tail Creek near Pensacola, Yancey County, North Carolina.

Please arrange for a field examination of the Jass Mine at your convenience. It would seem that no useful purpose can be served by additional correspondence with the applicant. The enclosed memoranda from the Geological Survey and the Bureau of Mines indicate that no information on this deposit is available in either the files or the literature.

The applicant is being asked to submit samples of the mica for qualification.

If exploration is to be recommended, the usual information should be included in the field report.

Sincerely yours,

(signed) FRANK E. JOHNSON
(JHS)

Chairman, Operating Committee

F.N. 11-10-52

Approved:

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

A. R. Finkel, Jr. (JHS)
Member, Geological Survey

SAFeitler:gad 11/7/52

Copy to: Adm. R. File
Docket File
Operating Committee (2)
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

Enclosures 2

Field report received 10/28/52 recommending denial because the pegmatite is narrow and most of the mica is defective.

U.S.G.S. memo 12/5/52
Concurs with denial.

U.S.B.M. memo 12/10/52
Concurs with denial.

Denial letter prepared 12/11/52.

Stanley A. Feitler

S. A. Feitler
Nonmetallic Minerals Division

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

Room 13, Post Office Building
Knoxville, Tennessee

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 15 1952

Das

October 13, 1952

Memorandum

To: Operating Committee, DMEA - Washington

From: Wm. A. Beck, Acting Executive Officer, DMEA-Region7

Subject: DMEA-2721, (mica) Jass Mine. Applicant: Ray Sheperd
Additional Information - Pensacola, N.C.

Enclosed is original and two copies of additional information to be applied to the subject application.

WABeck

Wm. A. Beck

Pensacola N.C.
Oct 9th 1952.

Defense Minerals Exploration Adm.
Knoxville Tenn.

Att Mr Robert A.Lawrence re DMEA 2721.

Dear Sirs:-

Your letter of Oct 6th received and am enclosing drawing which I hope will help to clarify our application exploration assistance on the Jass Mine.I had rather expected details such as this would be gone into with your field men when they make their inspection and I had not the slightest idea of including any previous work at this mine in our exploration contract,because the present tunnel at this mine was made something like seventy years ago.In fact the evidence indicates that this mine was worked before white men ever settled this country.Evidence suggests that this mine was worked by the Indians,not for the Mica,but for another mineral which crosses this pegmatite at about the upening of the present tunnel.This mineral is reputed to contain manganese and has decomposed into a reddish brown powder which was probably used by them as a paint, and worked the mine for the war paint and left the Mica in a pile on the side of the workings.Later this Mica and workings were found by a Jasper Silver(Jass for short)about 70 years ago,and for a time was worked by the same Jass Silver by hand.It is reputed to have been one of the richest deposits ever found in this section of the Mica belt.

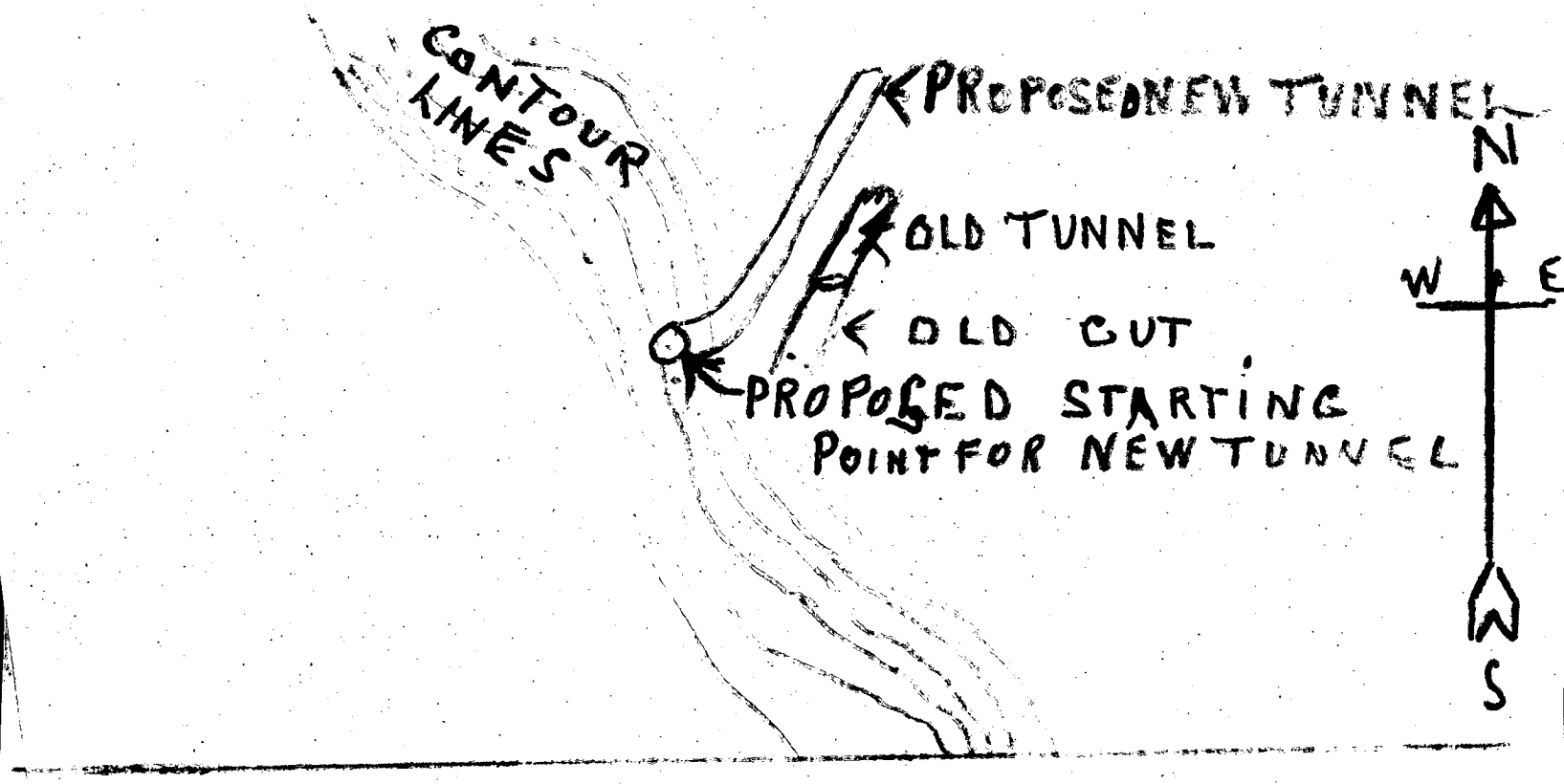
If any additional information is desired I will be pleased to furnish it and will be pleased when your field man can come over and go over the ground with me.

Yours very truly,

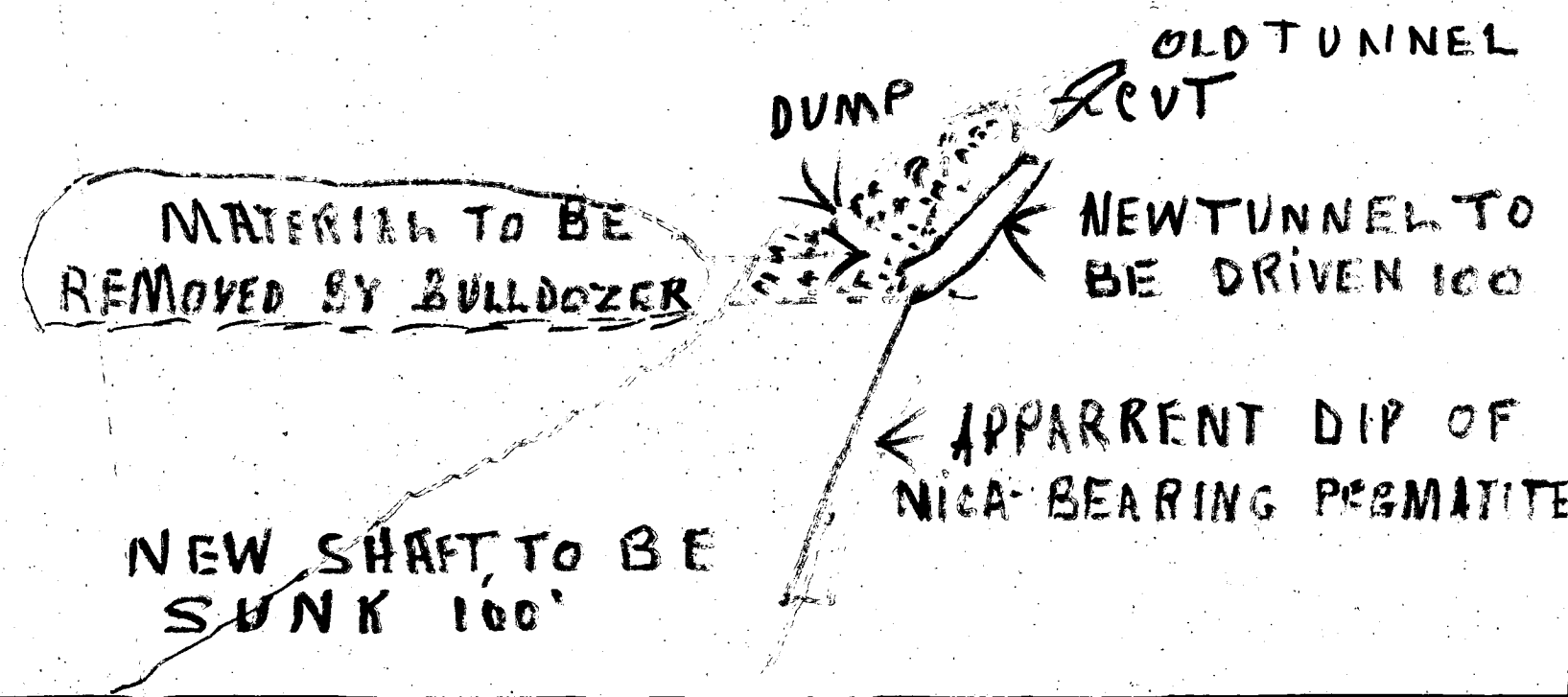
Ray Seperd
Pensacola N.C.

MAP OF JASS MINE DMEA 2721
YANCEY COUNTY NC

SCALE 1" = 50'



CROSS SECTION



DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 13 1952

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

October 10, 1952

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2721, Mica, Jass Mine, Yancey County, Pensacola, North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of the mine, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~

Room 13, Post Office Building
Knoxville, Tennessee

October 6, 1952

Mr. Ray Sheperd

Pensacola, N.C.

Re: DMEA-2721, Jass Mine (mica)

Dear Mr. Sheperd:

Your letter of October 2, and additional information concerning your proposal for exploration at the Jass Mine, Yancey County, N.C., has been received. This will be forwarded to Washington to be added to your original application.

Your application states that you now have an open cut 25 feet long and a tunnel 25 feet long, yet includes $500 for bulldozing a face for starting the tunnel. If this work has already been done, it cannot be made part of an exploration contract.

It would be very helpful if you could provide a sketch map or cross section showing just where your proposed tunnel and shaft are, in relation to any existing workings or known occurrences of mica-bearing pegmatite.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Region 7

RAL/sm
cc:
Heck
Lynch
Opr. Com.
Files-2

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FILE
OCT 8 1952

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

Room 13, Post Office Building
Knoxville 2, Tennessee

October 6, 1952

Memorandum

To: Operating Committee, DMEA-Washington

From: Executive Officer, DMEA- Region 7

Subject: DMEA-2721, Ray Sheperd, applicant. Jass Mine, Yancey County, N.C. (mica)

Enclosed herewith are 3 copies of a page of supplementary information on the subject application, a copy of the lease, and 4 additional copies of MF-203, received from the applicant today. The proposal is still somewhat vague, and the Applicant has been requested to provide a map. Also, it appears that some work which has already been done, may have been included in the proposal.

Robert A. Laurence
Robert A. Laurence

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 8 1952

September 30, 1952

Mr. Ray Sheperd
Pensacola, North Carolina

Subject: DMEA-2721
Re: Exploration Assistance
Jess Mine

My dear Mr. Sheperd:

The receipt of your application dated September 8, 1952 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2721 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-2721 in any future correspondence relating to your application.

Sincerely yours,

R. E. ADAMS

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

25451

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

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2721 - Mica
Ray Sheperd
Pensacola, North Carolina
Jass Mine
Yancey County, North Carolina

Recommendation: Denial

Conclusion: The report of the Field Team indicates that the pegmatite at this mine, where exposed in a short adit is from 6" to 18" wide and the mica contains defects which make it suitable only for scrap.

Apparently no significant discovery is probable.

Chronology:

Application received 9/29/52. Proposes bulldozing, driving a tunnel and sinking a shaft at a cost of $10,000.00.

Letter from R. A. Laurence (Reg. VII) to applicant 9/25/52 requesting information needed to complete the docket.

Applicant submitted 10/3/52 copy of lease, Owner's Consent, and additional information.

Letter R. A. Laurence to applicant 10/6/52 requesting clarification of certain details of the work proposed in the application.

U.S.B.M. memo 10/10/52
Recommends field examination.

Reg. VII memo 10/13/52 transmitting applicant's reply to letter of 10/6/52.

U.S.G.S. memo 10/29/52
Recommends field examination after mica qualification.

Referred to Reg. VII 11/10/52 for examination and report.

Letter to applicant 10/10/52 Re: Field referral and submission of mica sample.

FILE COPY
SURNAME:

Feider
Hmk

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

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Resume - Docket No. DMEA-2721 - Mica
Ray Sheperd
Pensacola, North Carolina
Jass Mine
Yancey County, North Carolina

Recommendation: Denial

Conclusion: The report of the Field Team indicates that the pegmatite at this mine, where exposed in a short adit is from 6" to 13" wide and the mica contains defects which make it suitable only for scrap.

Apparently no significant discovery is probable.

Chronology:

Application received 9/29/52. Proposes bulldozing, driving a tunnel and sinking a shaft at a cost of $10,000.00.

Letter from R. A. Laurence (Reg. VII) to applicant 9/25/52 requesting information needed to complete the docket.

Applicant submitted 10/3/52 copy of lease, Owner's Consent, and additional information.

Letter R. A. Laurence to applicant 10/6/52 requesting clarification of certain details of the work proposed in the application.

U.S.B.M. memo 10/10/52
Recommends field examination.

Reg. VII memo 10/13/52 transmitting applicant's reply to letter of 10/6/52.

U.S.G.S. memo 10/29/52
Recommends field examination after mica qualification.

Referred to Reg. VII 11/10/52 for examination and report.

Letter to applicant 10/10/52 Re: Field referral and submission of mica sample.

Field report received 10/28/52 recommending denial because the pegmatite is narrow and most of the mica is defective.
U.S.G.S. memo 12/5/52
Concurs with denial.
U.S.B.M. memo 12/10/52
Concurs with denial.
Denial letter prepared 12/11/52.

SAF

S. A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad

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

Dmea-2721

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~

Room 13, Post Office Building
Knoxville 2, Tennessee

September 25, 1952

Memorandum

To: Operating Committee, DMEA

From: Executive Officer, DMEA - Region 7

Subject: Application of Ray Sheperd. Pensacola, N. C. (mica)

Transmitted herewith are original and two copies of an application from Ray Sheperd, and a copy of our letter to the applicant requesting additional data. One copy has been retained in this office.

You will note there is no name or address on the applications. From the blurred post mark on the envelope, we are assumeing that he lives in Pensacola, N. C., which is near the mine.

Robert A. Laurence

Robert A. Laurence

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~

Room 13, Post Office Building
Knoxville, Tennessee

September 25, 1952

Mr. Ray Sheperd

Pensacola, North Carolina

Dear Mr. Sheperd:

This will acknowledge receipt of original and three copies of an application for exploration aid, and original and one copy of "Owners Consent to Lien." We are sending these on to Washington but we are sure that no action will be taken on your action until you submit the following:

1. A copy of your lease
2. How much bulldozing do you expect to do? At what location and for what purpose? How many hours will this work entail and at what price per hour.
3. A complete breakdown of your labor by number and positions (miners, muckers, laborers, etc.) with wages of each.
4. Supervisors, by numbers and positions, with salaries of each.
5. Depth and dimensions of your shaft
6. Length and size of your tunnel
7. You did not fill in the block at the top of your application giving your name and address.
8. You sent only two copies of the "Owner's Consent to Lien." If a contract is signed six copies will be necessary. Please furnish us with four additional copies leaving the amount in Article 2 blank, as the amount of the contract is not known.

When you have supplied this office with the above information in quadruplicate, we will forward it to Washington.

Yours very truly,

Robert A. Laurence
Executive Officer, DMEA, Region 7

WAB/sm
cc:
Beck-Lynch
Opr. Com.
Files

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

DO NOT FILL IN THIS BLOCK

Docket No. Dmea-2721

Date received 9-29-52

Participation

SEP 29 1952

Name and address of applicant

Date

FILL IN THIS BLOCK

Date of application September 6th 1952

Estimated cost 10,000.00

Mineral or metal Strategic Mica

Percentage of Government participation 90%

Location of mine Approximately 1200 feet east of the state maintained road on Coon Den Branch of Cat Tail Creek in Pensacola Township of Yancey County North Carolina.

Date of filing MF-100 Not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation? Individual

*2. If a partnership, state names and addresses of partners.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.

*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project. In business for self eleven years.

*5. Are you the owner or the lessee of the property? Lessee.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property.

7. If lessee, attach a copy of the lease and state if it is in good standing. In good Standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement. Attached

9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)? $1000.00 which is sufficient to pay share of cost.

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

10. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

(*b*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

NOTE.—If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*b*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

*11. State the present and former names of the property, if any. Joss Mine

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads. 3 miles east of Kassoils N.C. 1800 from state road.

*13. State source and quantity of water available for operations and its sufficiency for all purposes. State amount of power to be used, rate per hour or other cost, and source. Coon den branch Quantity not now available.

*14. Describe any existing usable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None

15. State in detail how the ore could be shipped and how and where milled. By truck to buyers at Spruce Pine.

*16. History: See attached statement.

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.

(*b*) State briefly the known history and production of adjoining and neighboring properties.

(*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

*17. Production: Not in production at this time

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating) Previously operated by Joss Silvers Fine quality strategic Mica was produced.

(*a*) Describe the ore or mineral deposits briefly.

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted? Strategic Mica.

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it. See separate statement.

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data. See report to statement with samples

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each. See estimates attached.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent. See separate statement.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)

By Ray Shepard
(Signature of authorized official)

Ray Sept. 8th 1952
(Date)

(Title)

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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Current Financial Statement.

Real Estate and Personal Property	Value	$15,000.00
Cash in Bank		3,000.00
	Total	18,000.00

Liabilities and Debts none.

History of the Jess Mine.

This mine was reputed to have beenfound and operated by a Mr Jess Silvers who found this very rich deposit of very fine Ruby Mica in about the year of 1900. A tunnel about 30 feet was driven in the side of the mountain following the pegmatite. Some of this pegmatite is still visible at the northern end of this tunnel as well as in the bottom but the vein at this point is rather narrow and Mica showing in this is quite small as pegmatites are in the habit of doing in this area. The old men in the area who saw this mine in operation state that this was one of the richest deposits ever found in this section and there is much evidence in waste from this mine to support this theory.

Exploration.

Bull-dozing- Tunnel and shaft estimated cost $10,000.00 to be completed within ten months.

Labor including foremen, drill men and muckers. approximately $1125.00 per month.
Dynamite, caps, gas and oil, steel sharpening and etc 500.00 per month.

To existing facilities

Building to house crew $500.0	500.00
Hoist $750.00	750.00
Compressor	3250.00
Jackhammer	240.00
Steel and hands	100.00
Total	4835.00
Hose	60.00
Total	$5015.00

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Starting on the center of the opening the the Jess Mine located on Coon Den Branch of Cat Tail Creek in Pensacola Township of Yancey County North Carolina. thence east 500 feet thence south 500 feet thence west 1000 feet thence North 1000 feet thence east 1000 feet; thence south 500 feet to the end of the first call, making a tract of land 1000 feet on all four sides with this Jess mine in the center thereof.

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

2/ Roy Shepard

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 6th day of September, 195 2.

Roy Shepard [Seal]

Ethel H. Shepard [Seal]

[Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated 8th day of Sept and recorded in book 110 page 160 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Starting on the center of the opening the the Jass Mine located on Coon Den Branch of Cat Tail Creek in Pensacola Township of Yancey County North Carolina. thence east 500 feet thence south 500 feet thence west 1000 feet thence North 1000 feet thence east 1000 feet; thence south 500 feet to the end of the first call, making a tract of land 1000 feet on all four sides with this Jass mine in the center thereof.

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

2/ Ray Sheperd

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 6th day of September, 195 2.

Ray Sheredgil [Seal]

Ethel H. Sheredgil [Seal]

[Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated 8th day of Sept and recorded in book 110 page 160 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

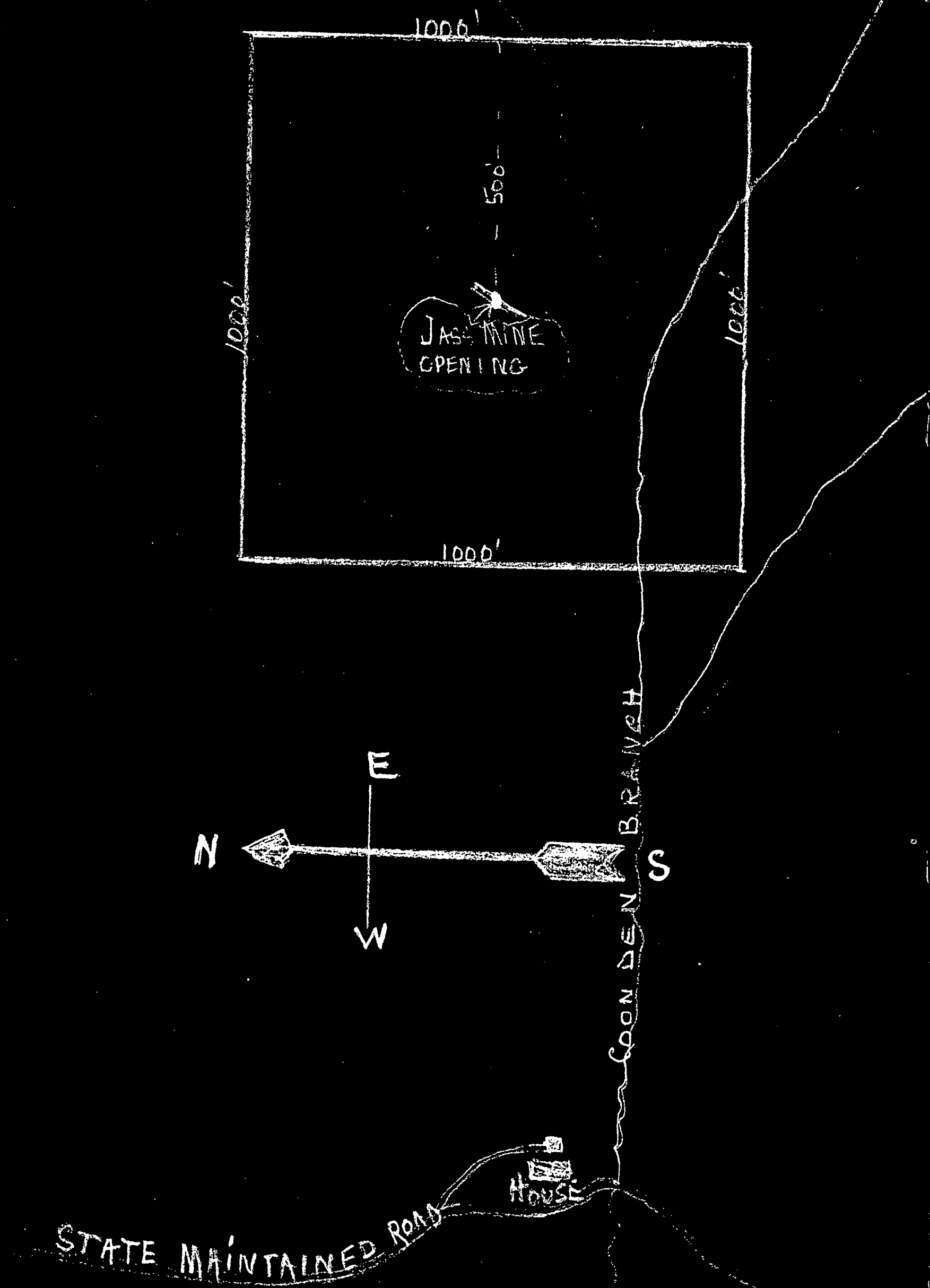
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

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

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

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

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



SCALE 1" = 200'

PLAT OF JASS MINE
ON COON DEN BRANCH OF CATTAIL CREEK
PENSACOLA - YANCEY COUNTY - N.C.
RAY SHEPERD

Supplementary separate sheet giving complete breakdown in connection with the the application aid in exploration on the Jass Mine in Pensacola Township of Yancey county North Carolina.

Labor- Bulldozing removing part of present dump and Bulldozing Face for starting Tunnel fifty hours @ $10.00 per hour $500.00

Mining labor

1 Foreman	$2.00 per Hour	$16 per day	$80.00 per week	per month	$320.00
1 drill operator	$1.50 per hour	$12.00 per day	$60.00 per week	Per Mo	240.00
1 Mucker	1.00 per hour	8.00 per day	$40.00 per week	Per mo.	160.00
2ond mucker	1.00 per hour	8.00 per day	$40.00 Per week	Month	160.00
Supervisor to be employed half time @$2.00 per hour				Per month	160.00
Wages paid out(estimated)				Per month	$1040.00
Social Security		Per month			15.60
Insurance		" "			41.60
Unemployment Insurance		" "			28.08
Labor Total per month					1125.28

Dynamite,Dynamite Caps,gas and oil,steel sharpening and blacksmithing

Estimate per month	$200.00
Total monthly expense	$1325.00

While we ask for a period of ten months in which to complete this work we estimate that four months of working time with the above creww it will be possible to complete the work planned.We now have a tunnel about twenty five feet in distance,and an open cut of about the same distance,and we want to drive this tunnel about 100 feet and sink a shaft down approximately 100 feet or until we have found an ample deposit.

Four month @ 1325.00 per month	$5290.00
Bulldozing	500.00
Building to house crew and machinery	500.00
Hoist	750.00
Compressor	3200.00
Jackhammer	345.00
Steel and heads	160.00
Truck rental and estimated $100.00 per month	400.00
Total Estimated cost	$11205.00

copies to U.S.G.S. & U.S.B.M. 10/9/52

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 8 1952

Mineral Lease.

State of North Carolina.
County of Yancey.

Recorded in Book 15 Page 160 Public Records Yancey County N.C.

This lease made and entered into on this the 8th day of September 1952 by and between Percy Threadgill and Ethel H.Threadgill,his wife,parties of the first part,and Ray Sheperd,party of the second part.

Witnesseth that in and for the consideration of the sum of ten dollars and other valuable consideration,the parties of the first part have leased demised and granted unto the party of the second part,his heirs or assigns,theexclusive mining privelege to prospect and mine and recover from the lands herein described,the Mica,Feldspar and other minerals,said property being located on what is known as the Threadgill Boundary on the headwaters of Cat Tail Creek in Pensacola Township of Yancey County North Carolina;as is more particularly described as follows;

Starting on the opening of the tunnel of the Jass Mine on Coon Den Branch of Cat Tail Creek thence east 500 feet;thence South 500 feet;thence West 1000 feet;thence north 1000 feet;thence east 1000 feet;thence south 500 feet to the end of the first call;thence to the point of begining,making a tract 1000 feet on all four sides with the Jass mine in the center.

This lease is granted for the purpose of mining,prospecting and recovering minerals from the above lands,with the usual mining priveleges prevailing in the immediate mining district and for no other purpose.

The term of this lease shall be for a period of three years from the date hereof.

The party of the second part is required to sign this lease and to bind himself and his heirs or assigns to faithfully fulfill the requirements of this lease and hereby binds himself to start operation of the said mine within six months from the date of this agreement by installing air compressor and appropriate machinery,and to faithfully continue with the operation of the mines on the above lands in accordance with proper mining methods and practices and to continue said operation during the life of this lease and without unreasonable delay until these shall have expired.

That upon failure to make payments promptly as herein specified and agreed upon or upon failure to comply with the other covenants herein set forth that then this lease shall be null and void and of no effect.

THat in case of severe weather during the life of this lease,there shall not be a delay of more than thirty days total in any one year,and in case of failure to comply with the above clauses said terms shall be self operative and no action at law shall be neccessary to cancel same but the same shall be canceled autimatically at the option of the first parties.

The party of the second part is granted the right to erect such buildings as may be needed on the above lands for the purpose of carrying on the operation of the said mine,storing,sheeting and classifying Mica,and for camps for the crew,and it is agreed that the second party my remove such building as are erected by him,and equipment provided said buildings are removed with 30 days after this lease has expired or canceled,and it is further understood and agreed that all buildings and equipment remaining on the above lands 30 days after this lease has expired or has been canceled shall become the property of the first parties.

It is understood and agreed by the parties hereto that all Mica as well as other minerals taken from the above lands shall be worked and sheeted on the lands of the first parties or in some location approved by the first parties and after said Mica has been worked and sheeted then this Mica shall be sold to the buyer offering the best price,and the party of the second part agrees to pay to the parties of the first part a sum equal to one eighth of the price received for said Mica or other minerals sold from the above lands,said payments to be made as the Mica or minerals are sold or on the first day of each month for all minerals sold during the previous month.

The right of assignment of this lease is hereby granted provided said assignment is made to a person or corporation that is solvent and has been approved in writing be the first parties.

The party of the second part is grant the right to such timber as may be needed for the safe operation of the said mine but may cut only such timber as has been approved by the first parties,The party of the second part agrees that during the term of this lease that he or any person in his employ will use particular care to prevent any woods fires that might endanger the lives and property within the above boundary or on adjoining lands.The party of the second part agrees that he or any person in his employ will not disturb or take any game or fish from this or adjoining lands of the first party.

The parties of the first part reserves the right and the right is hereby granted to inspection of all minerals wherever they are stored which have been mined from the above mine as well as the right to inspect all records of the Second Party during the term of this lease.

In witness whereof the parties hereto have set their hands and seals on this the 8th day of September 1952.

Percy Threadgill - - - - - - - - - - Seal
Ethel H. Threadgill - - - - - - - - - - Seal
Ray Sheperd - - - - - - - - - - Seal

State of North Carolina,County of Yancey,

I,Marie Ray,a Notary Public do hereby certify that on this dap personally appeared before me,Percy Threadgill and Ethel H.Threadgill his wife,and they acknowledged before me that they executed the foregoing instrument of lease for the purposes therein expressed.

- - - Marie Ray - - - - - -Notary Public

My Commission expires March 20 1954.

MF-203

OWNER'S CONSENT TO LIEN

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

In a lease recorded in Book 110 on Page 160 of the Public records of Yancey County North Carolina.

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

2/ Roy Shepard

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 4th day of September, 1952.

Percy Shuford Gill [Seal]

Ethel H. Shuford Gill [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

OCT 8 1950
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

MF-203

OWNER'S CONSENT TO LIEN

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

In a lease recorded in Book 110 on Page 160 of the Public records of Yancey County North Carolina.

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

2/ Roy Shepard

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 6th day of September, 1952.

Roy Shepard [Seal]

Ethel M. Shepard [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

OCT 8 1960
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Yancey, described ~~as~~ #

~~follows:~~ 1/
In a lease recorded in Book 110 on Page 160 of the Public records of Yancey County North Carolina.

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

2/ Ray Sheperd

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 6th day of September, 1952.

Ray Sheperd [Seal]

Ethel H. Sheperd [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

OCT 8 '52
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

MF-203

OWNER'S CONSENT TO LIEN

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

In a lease recorded in Book 110 on Page 160 of the Public records of Yancey County North Carolina.

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

2/ Gary Hogan

hereinafter called the "Operator"; and

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

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

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

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

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

Dated this 6th day of December, 1952.

Guy Thurston Gill [Seal]

Ethel H. Thurston Gill [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

OCT 8 1950
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED