DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3307

DO NOT DETACH THIS SLIP

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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.

Cys to USBM, USGS

Routing Slip

To:	600	Date	4/13/54
To:	Anderson	Date	4/14/54
To:	Open Comm	Date	4-30-54
To:	Open Comm	Date	6-23-54
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DO NOT DETACH

CONTROLLED DOCUMENT

DOCKET FILE
Surname:
Anderson
Dick
Larrabee
Hodges
Stoddard
Hoyle

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

JUN 24 1954

Messrs. Johnny and Guy McCurry

Micaville, North Carolina

Re: Docket No. DMEA-3307 - Mica
Ayerlee Creek Mine
Yancey County, North Carolina

Gentlemen:

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

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

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

WCAnderson:gad 6/21/54
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

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

June 21, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report.

By: Walter C. Anderson

1. DMEA Docket No. 3307 - Mica
Property: Ayles Creek Mine
Yancey County, North Carolina

Applicants: Johnny and Guy McCurry
Micaville, North Carolina

Application: Form MF-103, date received April 12, 1954

Work proposed: Sink 40 feet of shaft and drive 75 feet of drift.

Amount requested: $4,787.00
No contract: Application denied.

2. Comments:

Geological premise: The mica is so sparsely distributed throughout the pegmatite that to obtain a small amount of mica would require the removal of such great amounts of pegmatite as to render the project unprofitable.

Geological criteria:
1. Conformable unzoned pegmatite about 12 feet thick.
2. Limited amount of strategic mica.
3. Heavy ground and serious water problem.

Future possibilities: none.

Recommendations: The Nonmetallic Minerals Division concurs in field team's recommendation to deny the application. The Geological Survey and the Bureau of Mines are in agreement.

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

June 16, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3307 (mica)

Applicants: Johnny and Guy McCurry

Name and Location of Property: Ayles Creek Mine
Yancey County, North Carolina

Date of Field Team Report: May 21, 1954

Date Rec'd. by Ceramic and Fertilizer Mtls. Br.: June 3, 1954

Field Team Recommendation:

1. Denial.

Comments:

1. The mica found at this mine is badly curved and cracked.
2. The mica is sparsely distributed throughout the pegmatite.

Recommendation:

I concur in the field team's recommendation to deny exploration at the subject mine on the basis of the poor quality of the mica and the low mica content of the pegmatite.

Donald R Irving

Donald R. Irving

IN REPLY REFER TO:

G-MD-CNM

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

June 2, 1954

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3307 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Johnny & Guy McCurry, Micaville, North Carolina.
Name of property: Ayles (Ayerles) Creek Mine.
Location of property: Yancey County, North Carolina.
Date of Field Team Report: May 25, 1954.
Authorship of Field Team Report: K. H. Teague, L. E. Shirley, and D. H. Amos.
Field Team's recommendation: Denial.
Comments: No mica shoot as such.
Small amount of strategic mica.
Heavy ground and water problem.

ACTION RECOMMENDED:
Follow Field Team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

May 27, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Field Examination Report, DMEA-3307 (mica) Ayles (Ayerles) Creek Mine, Yancey County, N. C. Johnny & Guy McCurry, Appli.

Enclosed are four copies of the subject examination report.

We agree with the field examiners and recommend denial of the application.

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

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

Reviewed by
DMEA OPERATING COMMITTEE
6-4-54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

6/22/54

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DMEA-3307, AYLES CREEK MINE
Yancey County, N. C.

BY

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

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

Dewey H. Amos, Geologist
U. S. Geological Survey

May 25, 1954

Reviewed by
DMEA OPERATING COMMITTEE
6-4-54
(date)

FIELD EXAMINATION REPORT ON

DMEA-3307, Ayles Creek Mine

Applicant: Johnny and Guy McCurry, Micaville, North Carolina.

Only a limited amount of strategic mica appears to be present in the pegmatite at this mine. Heavy ground and possibly considerable water would probably be major problems in any operation. The Field Examiners recommend that exploratory assistance be denied.

The Ayles Creek Mine is located 1.6 airline miles S. 28° W. of Micaville, North Carolina, in Yancey County.

The property was examined May 21, 1954. Messrs. Johhny McCurry and Guy McCurry and Tom Edge accompanied the examiners on the inspection which required one and one-half hours.

The mine is accessible via about 1 mile of jeep road. No surface facilities are present on the property. Workings consist of a large semicircular cut open to the south that is about 100 feet in diameter, and several caved adits and caved shallow shafts. The north side of the open cut is about 80 feet high.

A conformable pegmatite about 12 feet thick, with a medial inclusion about 1 foot thick of country rock, biotite schist, is exposed in the cut. It strikes N. 10° E. and appears to dip steeply to the northwest. No zoning is apparent but irregular quartz pods up to 2 feet long are scattered throughout the pegmatite. It consists of plagioclase, quartz, perthite, muscovite and garnet.

The mica is hard, ruby-colored, badly curved and cracked, and somewhat mineral-stained . According to the applicants who have done work during the present Government purchasing, the best quality mica came from along the east wall of the pegmatite. The mica is rather sparsely distributed throughout the pegmatite where exposed and would require removal of considerable pegmatite to obtain a small quantity of mica.

The applicants were unable to hold a recently sunk shaft because of heavy ground and water.

It is the opinion of the field examiners that the application for exploratory assistance should be denied on the basis of inferior quality mica and heavy ground and possibly considerable water.

Kefton H. Teague and Dewey H. Amos,
Geologists, U. S. Geological Survey

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

May 21, 1954

FILE COPY
Surname:
Houk
Martin
Johnson

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

MAY 3 - 1954

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

Subject: Docket No. DMEA-3307 - Mica
Johnny & Guy McCurry
Ayarlee Creek Mine
Yancey County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey, dated April 13, 1954, and from the Bureau of Mines, dated April 21, 1954, are enclosed for your information.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (WSM)

Approved:

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

D. M. Larrabee (DMB)
Member, Geological Survey

Enclosures 4

P.S. Please show the bounding lines of the leased area and their relation to the work, if a contract is recommended.

LGHouk:ag 4/29/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

R.C.L.

FILE COPY
Surname:

Houk
Martin
Hodges
Lafferty
R. Johnson

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

MAY 3 - 1954

Messrs. Johnny and Guy McCurry

Micaville, North Carolina

Re: Docket No. DMEA-3307 - Mica
Johnny & Guy McCurry
Ayerlen Creek Mine
Yancey County, North Carolina

Gentlemen:

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

Please advise this office in writing if you desire to have your application processed under the new Government participation rate which is 75 percent of the approved cost.

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

Sincerely yours,

C. O. Mittendorf
Administrator (by E.S.F.)

LGHouk:ag 4/29/54

Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Larrabee, G-232, GSA Bldg.
Mr. Houk

R.C.G.

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

April 21, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3307

Applicant: Johnny and Guy McCurry

Name and Location of Property: Ayles Creek Mine
Yancey County, North Carolina

Date Application Rec'd. by Ceramic & Fert. Mats. Br.: April 13, 1954

Comments:

1. Bureau of Mines records show an average monthly purchase from May to September 1944 of $847.80 worth of mica by Colonial Mica from subject mine (Allis Creek, Micaville, N. C.).

2. Proposed exploration is by sinking a shaft 40 feet and drifting 75 feet and is consistent with local engineering practices.

3. Estimated cost - $6,828.

Recommendation:

It is suggested the field team examine this mine to ascertain if an exploration program is justified. If so, the field team and applicants should agree on a definite exploration plan with expenditures on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

Defense Minerals Administration
RECEIVED
APR 14 1954

April 13, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3307 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Johnny and Guy McCurry, Micaville, N. C.
Name of property: Ayerles Creek Mine.
Location of property: Near Micaville, N. C.
Summary of applicant's proposal:
40' shaft.
75' drift to pick up pegmatite.
$6,828

Sources of information on applicant's property:
U.S.G.S. ms. report by J. M. Parker, May 1945 (Ayles Creek mine) indicates great deal of old UG workings to 80-90' depth, plus large area by hydraulic methods.

Mica of inferior quality, with poor sheet recovery.

Comments:

1. Applicant put in DMEA-3306 application at same time. Has the experience with applicants indicated ability to push 2 projects at once? If no experience with them, should 1 application be delayed until such experience is gained? Or should both be expedited, but actual work on one delayed until the other shows progress?

2. Tentative costs look high.

3. No good location specified.

4. No sketch of proposal.

5. Sounds like a thoroughly gophered deposit.

RECOMMENDATION:
Refer to Field Team for examination if desired.

D. M. Larrabee

D. M. Larrabee

April 13, 1954

Messrs. Johnny & Guy McCurry
Micaville
North Carolina

Subject: DMEA-3307
Re: Exploration Assistance
Ayerles Creek Mine

Gentlemen:

The receipt of your application dated (undated) for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3307 and referred to the Non-Metallic Minerals Division.

Kindly refer to DMEA-3307 in any future correspondence relating to your application.

Sincerely yours,

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

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

April 13, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA-3307 Johnny & Guy McCurry (Ayerles Creek Mine)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 5, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

April 9, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Acting Executive Officer, DMEA - Region VII

Subject: Application of Johnny & Guy McCurry on Chestnut Branch Mine (mica) Yancey County, N. C.

Transmitted herewith are three copies of the subject application with lease on the property. We have retained one copy for our files.

Owner's Consent to Lien forms will be sent the applicant for signatures.

Wm. A. Beck

Wm. A. Beck

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. 3307
Metal or Mineral Mica
Date Received
Estimated Cost $6,828
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address:

Johnny & Guy McCurry, Micaville, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract

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

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

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

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

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated ....., 195...

Johnny & Guy McCurry
(Applicant)

By Johnny McCurry
Partner

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

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

JOHNNY & GUY MCCURRY
MICAVILLE, N. C.
(Ayerles Creek Mine)

Form MF-103

1. (a) Johnny & Guy McCurry, Micaville, N. C.
   (b) Partnership
   (c) Does not apply
   (d) Partnership
   Johnny McCurry, Micaville, N. C.
   Guy McCurry, Micaville, N. C.

2. Complied with

3. (a) See lease attached
   (b) Ayerles Creek Mine
   (c) Lessee
   (d) Copy of original lease is attached to the original copy of Form MF-103.
   (e) Does not apply
   (f) Does not apply

4. (a) During World War Two, there was a small operation located in the vacinity of this mine. An unknown quantity of strategic mica was taken out and was said to have been of an excellent quality. Some groundbegging has been carried on there during the present mica program.
   (b) No records available.
   (c) This mine is located in the Micaville area and due to the reports it should be a good producer of strategic mica once it is opened up properly.
   (d) There is a road to the mine and it is located about fifteen miles from the Spruce Pine mica depot.
   (e) Manpower, material, supplies, equipment, and power is available.

5. (a) Strategic Mica
   (b) We would like to sink a 40 ft. shaft and drift about 75 ft. in order to pick up the pegmatite.
   (c) Work will begin within thirty days and will be completed within ninety days.
   (d) The partners of this application have had a number of years of mining experience and have available the best miners to operate this mine.

6. (a) None
   (b)

Foreman	50-8 hr. dys. @ 1.50/hr.	$600.00
Driller	40-8 hr. dys. @ 1.25/hr.	400.00
2 Muckers	40-8 hr. dys. @ 1.00/hr.	640.00
Hoistman	40-8 hr. dys. @ 1.25/hr.	400.00

JOHNNY & GUY McCURRY
MICAVILLE, N. C.
(Ayerles Creek Mine)

Form MF-103 (Page 2)

6. (b)	Laborer	5-8 hr. dys. @ .90/hr.	36.00	
	Engineer	2 dys. @ $25./dy.	50.00	$2,126.00
(c)	Air hose & small tools		150.00	
	Steel (3) sets intrasit		270.00	
	Power		25.00	445.00
(d)	Rented:			
	Air compressor	2 mos. @ 200.00/mo.	400.00	
	Hammer	2 mos. @ 25.00/mo.	50.00	
	Hoist	2 mos. @ 100.00/mo.	200.00	650.00
	Purchased:			
	Column & arm		175.00	
	Dynamite & exploders		420.00	595.00
	Furnished by operators:			
	Water pump & pipe	2 mos. @ 10.00/mo.	20.00	
	Air Fan	2 mos. @ 10.00/mo.	20.00	
	Truck	2 mos. @ 100.00/mo.	200.00	240.00
(e)	None			
(f)	Tool house (12 x 12) and 2 Magazines		250.00	250.00
(g)	Insurance		250.00	
	Payroll taxes (1½%)		31.89	
	Misc. Gen. Repair, and Maintenance		50.00	331.89
(h)	Contingencies, wiring, fuel, oil & mis. supplies.		150.00	150.00

7. (a) Yes
(b) Money and with the use of equipment owned by us.

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

April 23, 1954

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, D M E A - Region VII

Subject: DMEA-3307, Johnny & Guy McCurry (Chestnut Branch Mine) mica

Transmitted herewith are 6 copies of form MF-203, to be attached to the subject application.

Robert A. Laurence

Robert A. Laurence

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

In a lease dated 23 March 1954 and recorded in Book 112 page 385 official records of said county.

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

2/ Johnny and Guy McCurry, a partnership.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 19 day of April, 1954.

W. W. Hennessee [Seal]
W. W. Hennessee

[Seal]
Ruby Hennessee

Ruby Hennessee [Seal]

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

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

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

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

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

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

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

[illegible]

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

2/ Johnny and Guy McCurry, a partnership

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions _____

Dated this 19 day of April, 1954.

W W Hennessee [illegible] [Seal]

[illegible] [Seal]

Ruby Hennessee [Seal]

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

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

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

RELEVANT CONTRACT PROVISIONS

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

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

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

In a lease dated 23 March 1954 and recorded in Book 112 page 323 official records of said county.

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

2/ Johnny and Guy McCurry, a partnership.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions _____

Dated this 19 day of April, 1954.

W W Hennessee [Seal]
W. W. Hennessee

[Seal]
Ruby Hennessee

Ruby Hennessee [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.

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

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

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

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

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

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

In a lease dated 23 March 195[illegible] and recorded in Book 112 page 38[illegible] official records of said county.

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

2/ Johnny and Guy McCurry, a partnership.

hereinafter called the "Operator"; and

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

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

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

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

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

4. Changes and added provisions

Dated this 19 day of April, 1954.

W W Hennessee W. W. Hennessee [Seal]

Ruby Hennessee [Seal]

Ruby Hennessee [Seal]

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

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

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

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

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

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

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

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

In a lease dated 23 March 1954 and recorded in Book 112 page 385 official records of said county.

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

2/ **Johnny and Guy McCurry, a partnership.**

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions _____

Dated this 19 day of April, 1954.

W W Hennessee [Seal]
W. W. Hennessee

_____ [Seal]
Ruby Hennessee

Ruby Hennessee [Seal]

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

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MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

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

In a lease dated 23 March 1954 and recorded in Book 112 page 385 official records of said county.

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

2/ Johnny and Guy McCurry, a partnership.

hereinafter called the "Operator"; and

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

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

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4. Changes and added provisions _____

Dated this 19 day of April, 1954.

W W Hennessee [Seal]
W. W. Hennessee

[Seal]
Ruby Hennessee

Ruby Hennessee [Seal]

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

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

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

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

RECEIVED
APR 23 1954
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

THE GREAT STATE OF NORTH CAROLINA, County of Yancey

THIS MINING LEASE made and entered into this 23rd day of March 1954 by and between W. W. HENNESSEE and wife, RUBY HENNESSEE, parties of the first part, hereinafter referred to as OWNERS and GUY McCURRY and JOHNNIE McCURRY, parties of the second part, hereinafter referred to as LESSEES,

WITNESSETH:

WHEREAS the above-named OWNERS for and in consideration of the performance of the conditions and agreements and the payment of royalties as hereinafter stated, have bargained and leased and by these presents do bargain, lease and grant unto the LESSEES, their heirs and assigns, for mining purposes only, for the period of time fixed in paragraph 1 below, a certain tract of land in Crabtree Township, Yancey County, North Carolina, adjoining other lands of the OWNERS and bounded as follows:

> BEGINNING at a Chestnut Oak and running North 84° W. 195 ft. to a Poplar; thence N. 15° East 400 ft. to a planted stone; thence South 84° East 185 feet to a Cherry Tree; thence South 13° 30 minutes West 398 ft. to the BEGINNING, containing 2 acres, more or less.
>
> AND BEING a small portion of the lands described in a deed dated 30 December 1953 from Feldspar Milling Company, Inc., a North Carolina Corporation, to W. W. Hennessee and wife, Ruby Hennessee, which deed is recorded in Yancey County Deed Book 112 page 155.

TO HAVE AND TO HOLD the said premises for mining purposes only unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME: This lease shall begin as of the date hereof and shall run and be in full force and effect for a period of ten (10) years, ending 23 March 1964, unless sooner terminated as hereinafter provided.

If the LESSEES should, for any cause whatever, fail for a period of sixty (60) days at any one time after 1 June 1954 to conduct mining operations on said premises in a workman-like manner, using proper and sufficient machinery, tools, equipment and labor, then and in that event this lease shall automatically terminate and be of no further effect and upon such termination the OWNERS shall have the right to re-enter and take possession of the premises without further notice to the LESSEES.

If the LESSEES fail, for a period of 15 days, to pay any royalty as herein required, the OWNERS, at their option, may declare this lease null and void and of no further force and effect and shall thereupon have the right to re-enter and take possession of the premises.

2. MINING RIGHTS: The LESSEES shall have the right to dig, search for, quarry, mine and obtain mica or feldspar or any other minerals from said premises using such machinery, tools, equipment and appliances as the LESSEES may deem necessary.

The LESSEES shall have the right of ingress and egress to said premises, and the right to use any existing roads and ways and shall have a right to construct, maintain, repair and use other roads, power lines and ways on said premises and on other lands of the OWNERS for the purpose of conducting mining operations on said premises.

The LESSEES shall have the right to dump waste from mines on said premises onto the lands of the OWNERS as may be reasonably necessary in the operation of mines on said premises.

The LESSEES shall have the right to cut and use such timber from said premises as shall be necessary for the safe operation of the mines.

3. MANNER OF WORK: The LESSEES shall use sufficient tools and equipment and labor so as to operate mines on said premises in a workman-like manner, and shall keep the mines safe, clean and in a workable condition and upon the termination of this lease, or expiration otherwise, the LESSEES shall surrender the premises to the OWNERS in a safe and clean condition.

4. ROYALTY: The LESSEES shall and hereby expressly agree to pay to the OWNERS agent hereinafter designated royalty as follows:

(a) One-eighth (1/8) of the gross sales price for all mica mined and removed from said premises.

(b) Seventy-five Cents (75¢) per long ton (2240 lbs.) of all feldspar; and

(c) The usual and customary royalty in this locality on any and all other minerals.

Payment of royalties shall be paid by the LESSEES to the OWNERS immediately after each sale and within five (5) days from each sale of any mica or other minerals from said premises.

5. RECORDS AND STATEMENTS: The LESSEES shall keep an accurate daily record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all other minerals mined and removed from said premises.

The basis for royalties shall be the selling weights and the LESSEES shall furnish a statement from the purchaser to the OWNERS at the time that any royalty is due and payable for all minerals mined and sold from said premises.

The OWNERS, or their agent, shall have the right to inspect the records and books of the LESSEES as to any and all minerals mined and removed from said premises.

6. PREPARING MICA: The LESSEES shall properly sheet or otherwise prepare all mica mined from said premises for market, using experienced and qualified workers so that such mica will bring the highest market price.

All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person, until such mica is removed for market.

7. BUILDING AND STRUCTURES: The LESSEES shall have a right to erect such buildings on said premises as they may deem necessary and shall have a right to remove such buildings, machinery and equipment within ninety (90) days after the termination of this lease, but the LESSEES shall have no right to remove any buildings erected by them on said premises unless all royalties due under this lease are fully paid.

8. OWNERS' AGENT: The OWNERS hereby appoint the Northwestern Bank at Burnsville, North Carolina, as agent for the collection and distribution of all royalties to be paid under this lease.

9. COVENANTS: The OWNERS covenant to and with the LESSEES, their heirs and assigns, that they have a right to execute this lease upon the terms herein contained, and that the premises are free and clear from all encumbrances, and that they will warrant and defend the title thereto against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF the said OWNERS and the said LESSEES have each hereunto signed their names and affixed their seals, in duplicate, the day and year first above written.

W. W. Hammers (SEAL)

Ruby Hammers (SEAL)
OWNERS

Guy McCurry (SEAL)

Johnnie McCurry (SEAL)
LESSEES

STATE OF NORTH CAROLINA, County of Buncombe

I, E. P. Barnes, Notary Public, do hereby certify that W. W. HENNESSEE and wife, RUBY HENNESSEE, personally appeared before me as OWNERS and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my hand and notarial seal this the 26th day of March 1954.

My commission expires June 3, 1955.

E P Barnes
Notary Public

STATE OF NORTH CAROLINA, County of Yancey

I, Billie Clyde Peterson, Notary Public, do hereby certify that GUY McCURRY and JOHNNIE McCURRY personally appeared before me as LESSEES and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my hand and notarial seal this the 27th day of March 1954.

My commission expires 28 Sept. 1955.

Billie Clyde Peterson
Notary Public

NORTH CAROLINA, Yancey County:
The foregoing certificate (s) of E. P. Barnes & Billie Clyde Peterson; each a Notary Public of the County and State designated, duly authenticated by his official seal affixed, has (have) been duly examined and found to be in proper form according to law, and the execution of the said instrument is thereupon adjudged sufficiently proven. Let the instrument, with the certificates, be registered.

This 27 **day of** March, 1954.

Fer Cox Hill
CLERK SUPERIOR COURT.

Col.
Pro. 25
3.00
3.25

MINING LEASE

W. W. HENNESSEE and wife,
RUBY HENNESSEE,

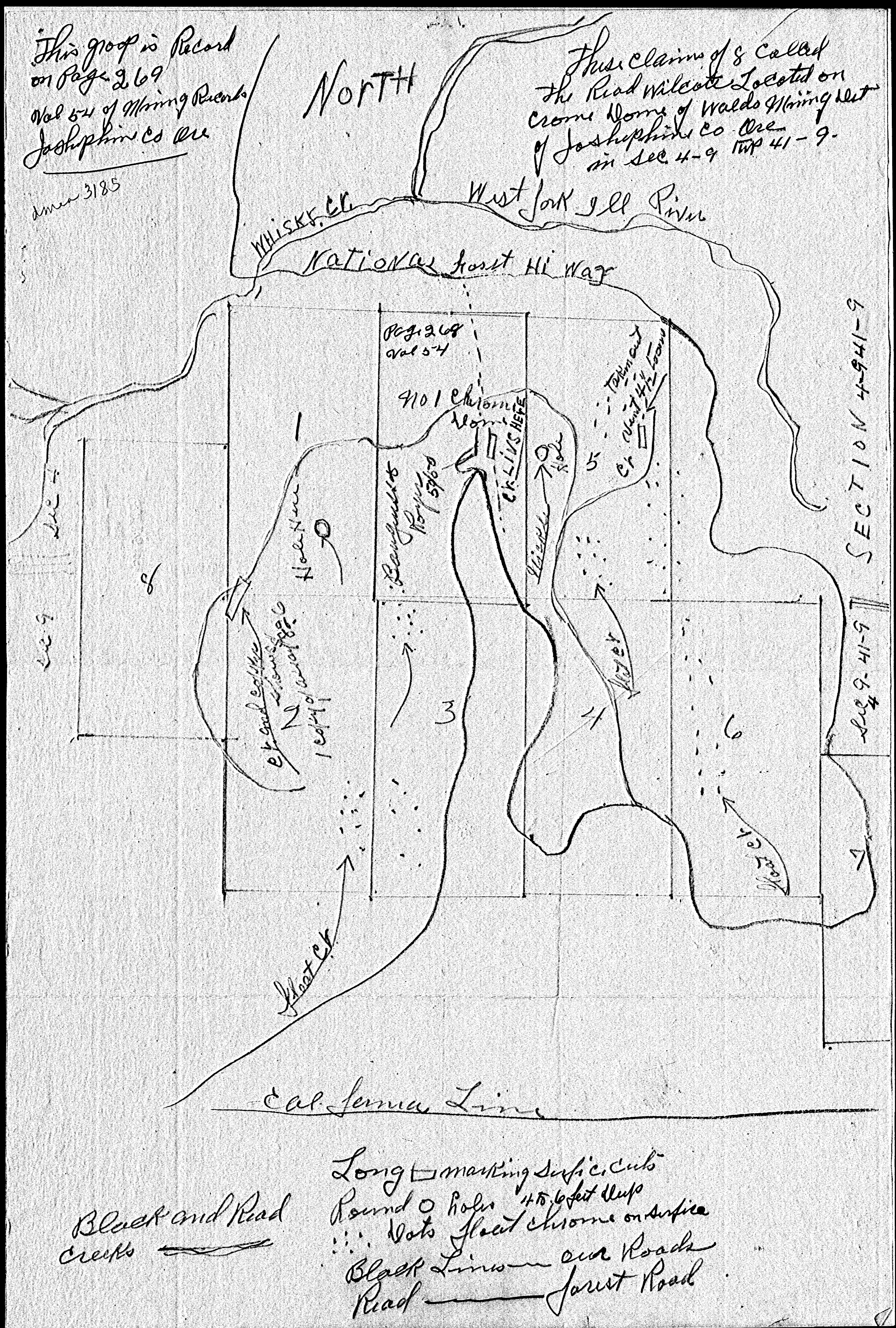
to

GUY McCURRY and JOHNNIE
McCURRY

North Carolina,
Yancey County.
Filed for Registration on the 27
day of March 1954 at
10:25 o'clock A. M., and registered
in the Office Register Deeds, and
verified this 29 day of
March 1954 at 4:05
o'clock P. M., in Book 112 of
Deeds on page 385 etc.
Evelyn H Pate
Register of Deeds.

This group is Record on Page 269 Vol 54 of Mining Records Josephine Co Ore

Amen 3185



Long ▭ marking surface cuts
Round O holes 4 to 6 feet deep
:::: Dots float chrome on surface
Black Lines — our Roads
Red — Forest Road

Black and Red creeks