DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3783

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.

Cys to USBM, USGS, and Reg. V.

This document has been recorded as

Exploration

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

Routing Slip

To:	600	Date	4/21/55
To:	Anderson	Date	4/21/55
To:	Oper Com	Date	5-2-55
To:	Oper Com	Date	6-29-55
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

Docket File
Surname:
Anderson
Houk
Kiilsgaard
Hedges
Selfridge
Johnson

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

JUN 30 1955

Messrs. Brown McKinney and
R. F. Greene
Bakersville, North Carolina

Re: Docket No. DMEA-3783 - Mica
Brown McKinney and R. F. Greene
Nelson Woody Prospect
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

Administrator

WCAnderson 6/20/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.L.S.

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

June 28, 1955

Memorandum

To: The Files

From: Walter C. Anderson, Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report
Docket No. DMEA-3783 - Mica
Brown McKinney and R. P. Greene
Nelson Woody Prospect
Yancey County, North Carolina
Denial of application is recommended.

Mica: ruby colored, books are small, badly cracked, bent, wavy and all is mineral stained.

Pegmatite: Unzoned, conformable, about 8 feet thick, and contains small inclusions of country rock. Composed of soda feldspar, scattered small quartz, much biotite and sparse muscovite.

0
Old workings: Old adit 50 feet long and 15-foot pit.

Method of exploring: The applicant proposes to uncover pegmatite by bulldozing, lower existing shaft 55 feet and drive 75 feet of drifts.

Recommendation: Because of the inferior grade and sparse occurrence of the mica, the field team recommends denial. The Nonmetallic Minerals Division, Geological Survey and Bureau of Mines concur.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

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

RECEIVED
JUN 28 1955

June 28, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 3783 (mica)

Applicant: McKinney and Greene

Name and Location of Property: Nelson Woody Prospect
Yancey County, North Carolina

Date of Field Team Report: June 10, 1955

Date Rec'd by Br. of Ceramic & Fertilizer Materials: June 17, 1955

Field Team Recommendation: Denial of project

Comment:

1. Exposures at this mine are poor and give little evidence that a worthwhile deposit of strategic mica exists.

2. Possibility for discovery of a worthwhile deposit of strategic mica is considered poor.

Recommendation:

I concur with the field team's recommendation for denial.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
JUN 16 1955

June 15, 1955

Re: DMEA-3783
McKinney and Greene
Nelson Woody Prospect
Yancey Co., N. C.
Mica

Memorandum

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

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

Subject: Review of field examination report

As described, the mica of this pegmatite lacks quality, and work is not justified.

I concur with the recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1055 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

June 10, 1955

Memorandum

To: Operating Committee - DMEA - Washington

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

Subject: Field Examination Report - DMEA-3783 (mica) McKinney & Greene, Bakersville, N. C. Nelson Woody Prospect, Yancey County, N. C.

Enclosed are four copies of the subject examination report.

We agree with the examiners' findings, that this pegmatite does not show sufficient promise for exploration. Therefore, we recommend denial of the application.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-15-55
(date)

RECEIVED
JUN 13 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION, REGION V

On

DMEA-3783, (mica) NELSON WOODY MINE
Y ancey County, N. C.

BY

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

June 2, 1955

Approved by
DMEA OPERATING COMMITTEE
6-15-55
(Date)

FIELD EXAMINATION REPORT
On

RECEIVED
JUN 1 5 1955

DMEA-3783, (mica) NELSON WOODY PROSPECT

Applicants: Brown McKinney and R. P. Green, Bakersville, North Carolina

Mica is not abundant, it is of inferior grade, and working conditions would be difficult. The examiners do not believe a significant deposit of strategic mica occurs at this deposit; therefore, we recommend that the application be denied.

This deposit was examined on June 2, 1955. Messrs Brown McKinney, R. P. Greene, and Nelson Woody, accompanied the examiners on the examination which required one hour.

The Nelson Woody Prospect is along the south side of Brush Creek Road, along the south side of Little Brush Creek in the northeast corner of Yancey County, N. C. It is 4.0 airline miles S. 62° W. of Bakersville and is readily accessible at all times.

Workings at this place consist of an old adit about 50 feet long which is now caved. This adit passed under the present road. Within the past year, someone has sunk a 15-foot pit in the pegmatite from the south bank of the road. All waste material from this opening had to be dumped on the opposite shoulder of the road.

The pegmatite is normal to the road. It strikes N. 45° E. and dips 55° SE. The hornblende gneiss country rock is conformable to the pegmatite. The pegmatite is unzoned, about 8 feet thick, and contains small inclusions of wall rock, and is composed of soda feldspar, scattered small quartz, much biotite, and sparce muscovite. Zones of movement are exposed in the pit.

The muscovite is scattered throughout the pegmatite. The books are small, badly cracked, bent and wavey. It is ruby colored, but all examined is to a greater or less extent mineral stained.

The examiners recommend that the application be denied.

Examined: June 2, 1955

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

z

DOCKET FILE
Surname:
Anderson
Houk
Martin
Johnson

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

MAY - 2 1955

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

Subject: Docket No. DMEA-3783 - Hice Brown McKinney and R. P. Greene Nelson Woody Prospect 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 E. L. Newcomb of the Geological Survey, dated April 25, 1955, and from Donald R. Irving of the Bureau of Mines, dated April 26, 1955, are enclosed for your information.

Sincerely yours,

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

Approved:

M. E. Volm (WB)
Member, Bureau of Mines

/s/ R. D. Trace (WB)
Member, Geological Survey

Enclosures 4

WCAnderson:ad 4/29/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Cal

DOCKET FILE
Surname:
Anderson
Houk
Trace
Velin
Martin
E Johnson

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

MAY - 2 1955

Messrs. Brown McKinney and
R. P. Greene
Bakersville, North Carolina

Re: Docket No. DMEA-3783 - Mica
Brown McKinney and R. P. Greene
Nelson Woody Prospect
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 V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

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

Sincerely yours,

C. O. Mittendorf
by 257
Administrator

WCAnderson:ad 4/29/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

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

April 26, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for
Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3783 (mica)

Applicant: McKinney & Greene

Name and Location of Property: Nelson Woody Prospect
Yancey County, North Carolina

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: April 21, 1955

Comments:

1. This is a prospect, so no data are available in this office.

2. From the limited information presented, it is difficult to determine if an exploration program is justified or if the proposed plan would be the best method of exploring this property.

3. Exploration proposed by applicants is consistent with local practices and in line with unit-cost estimates for other DMEA projects.

Recommendations:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

Donald R Irving

Donald R. Irving

Anderson

IN REPLY REFER TO:

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

April 25, 1955

Re: DMEA-3783
B. McKinney & R. P. Greene
(Nelson Woody Prospect)
Yancey Co., N. C.
$5,475 - Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of application

The applicant has proposed a 55 foot shaft and 75 feet of drift to explore a possible mica-bearing pegmatite if results of preliminary bulldozing are favorable.

A limited amount of bulldozing may be warranted, but we do not have any information which justifies DMEA assistance.

I believe McKinney & Greene previously have worked under a DMEA contract and therefore their present prospect may be familiar to the Field Team. I would have no objection to a field referral, but the feasibility of making an on-site examination should be left to the discretion of the Field Team.

E. L. Newcomb

E. L. Newcomb

4 copies mining
lease received

April 21, 1955
Subject: DMEA 3783
Re: Exploration Assistance
Nelson Woody Prospect

Messrs. Brown McKinney
and R. P. Greene
Bakersville
North Carolina

Gentlemen:

The receipt of your application dated April 18, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3783 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

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. 3783
Metal or Mineral Mica
Date Received 4-20-55
Estimated Cost $5,475
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: Brown McKinney and R. P. Greene
both of Bakersville, N. C.

partnership

(*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: Legal description given on attached lease.

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

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

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

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

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None

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

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

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

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

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

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

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

(*c*) The work will start within 30 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. See attached sheet.

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

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

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

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

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

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

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

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

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

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

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes. Will furnish required 25%.

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated April 18, 1955

Brown McKinney and R. P. Greene
(Applicant)

By Brown McKinney

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

MF-103 (continuation sheet)

4. (a) No previous workings.

(b) No past production; new prospect.

(c) From looking at vein material showing it is believed that commercial deposit of strategic mica may be found by exploration work.

(d) Project is accessible to roads and shipping.

(e) Manpower, equipment and materials available. Water and power available.

5. (b) It is proposed to do some bulldozing work to uncover vein, lower a 5'x7' shaft 55 feet deep at best location, then drift 75 feet with vein.

6. Estimated cost:

10 hrs. bulldozing @ $10.00 per hour . .	$ 100.00
55' Shaft at $50.00 per ft.	2750.00
Drift 75' @ $35.00 per ft.	2625.00
Total estimated cost	$5475.00

MINING LEASE

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

State of North Carolina Yancey County:

This indenture made this 11 day of March, 1955, ~~1955~~,

between Nelson Woody and wife May Woody

of Yancey County and State of North Carolina as party of the first part, and known as lessor, and Brown McKinney and R. P. Greene

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

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

A tract of land lying in Yancey County, N.C., described as follows: Beginning on a large Chestnut stump on Brushy Creek Road which is Will Hughes's corner and runs Southwest with Alfred Green's line approximately 1000' to a large oak; thence 300 ft. East; thence 1000' Northeast; thence 300' West to the point of beginning.

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

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8

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

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

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

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

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

Witness:
C. E. Bailey

Nelson Woody (Seal)
May Woody (Seal)
Brown McKinney (Seal)
R. P. Greene (Seal)

State of North Carolina,

Yancey ~~Mitchell~~ County.

Personally appeared before me this day, Nelson Woody and wife May Woody, and acknowledged that they executed the within Mining Lease for the use and purposes therein expressed.

Witness my hand and seal on this the 13 day of April, 1955.

My Comm. Exp. 1-8-1957

Clarence E. Bailey (Seal)
~~Justice of the Peace~~. N.P.

State of North Carolina,
Mitchell County.

Personally appeared before me this day, Brown McKinney and R. P. Greene, and acknowledged that they signed the within Mining Lease for the use and purposes therein expressed.

Witness my hand and offical seal on this the 12th day of April, 1955.

Mae Elizabeth Snyder
Deputy Clerk Superior Court

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

MF-203
(Revised July 1, 1954)

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/

A tract of land lying in Yancey County, N.C., described as follows: Beginning on a large Chestnut stump on Brushy Creek Road which is Will Hughes's corner and runs Southwest with Alfred Green's line approximately 1000' to a large oak; thence 300' East; thence 1000' Northeast; thence 300' West to the point of beginning.

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

2/ Brown McKinney and R. P. Greene

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have"...

Dated this 11th day of March, 1955.

x Nelson Woody [Seal] Green Mountain, N.C.

x May Woody [Seal] Green Mountain, N.C.

[Seal]

State of North Carolina,

Yancey County.

Personally appeared before me this day, Nelson Woody and wife May Woody, who acknowledged the due execution of the foregoing instrument for the use and purposes therein expressed.

Witness my hand and seal this the 13 day of April, 1955.

My Comm. Exp. 1-8-1957

Clarence E. Buck (Seal)
~~Justice of the Peace.~~ N.P.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

MF-203
(Revised July 1, 1954)

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/

A tract of land lying in Yancey County, N.C., described as follows: Beginning on a large Chestnut stump on Brushy Creek Road which is Will Hughes's corner and runs Southwest with Alfred Green's line approximately 1000' to a large oak; thence 300' East; thence 1000' Northeast; thence 300' West to the point of beginning.

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

2/ Brown McKinney and R. P. Greene

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have"...

Dated this 11 day of March, 1955.

Nelson Woodby [Seal] Green Mountain, N.C.

Mary Woodby [Seal] Green Mountain, N.C.

[Seal]

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

MF-203
(Revised July 1, 1954)

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/

A tract of land lying in Yancey County, N.C., described as follows: Beginning on a large Chestnut stump on Brushy Creek Road which is Will Hughes's corner and runs Southwest with Alfred Green's line approximately 1000' to a large oak; thence 300' East; thence 1000' Northeast; thence 300' West to the point of beginning.

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

2/ Brown McKinney and R. P. Greene

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have"...

Dated this 11 day of March, 195 5.

Nelson Woodey [Seal] Green Mountain, N.C.

Mary Lee Woodey [Seal] Green Mountain, N.C.

[Seal]

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

MF-203
(Revised July 1, 1954)

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/

A tract of land lying in Yancey County, N.C., described as follows: Beginning on a large Chestnut stump on Brushy Creek Road which is Will Hughes's corner and runs Southwest with Alfred Green's line approximately 1000' to a large oak; thence 300' East; thence 1000' Northeast; thence 300' West to the point of beginning.

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

2/ Brown McKinney and R. P. Greene

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production 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.

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.

(OVER)

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 In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for "ten years have"...

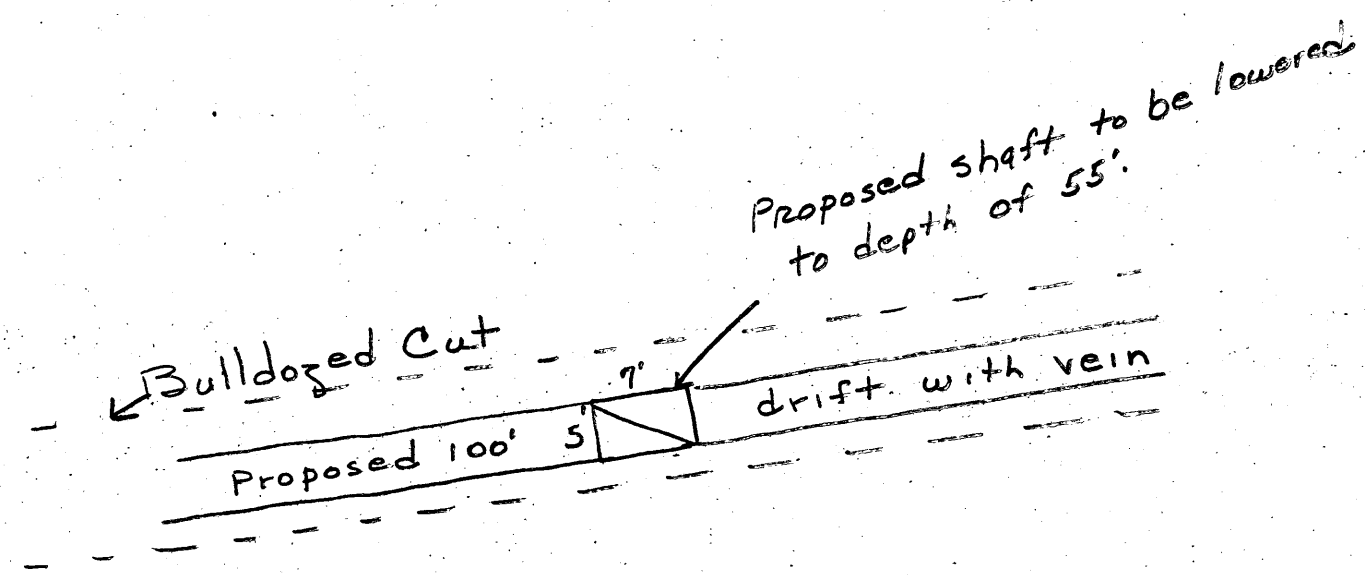
Dated this 11 day of March, 195 5.

Nelson Woody [Seal] Green Mountain, N.C.

Mary Jr Woody [Seal] Green Mountain, N.C.

[Seal]

NELSON WOODY PROSPECT



DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

Brown McKinney

Mr. Brown McKinney was born 68 years ago in Mitchell County and has spent most of his life here. He attended Bakersville High School and Stanley-McCormick College.

Mr. McKinney has mined as a part-time interest for approximately forty years in N. C., Ga., and Va. He is now retired. He has served as a member of the General Assembly of N.C. during 1953, was Clerk of Superior Court in Mitchell County ten years, and worked in the Mitchell County Accountant's office for twenty years.

He offers the following referenced:

E. H. Poteat, Cashier, Northwestern Bank
Bakersville, N.C.

J. Don Street, Postmaster
Bakersville, N. C.

Bill Masters, Register of Deeds
Bakersville, N.C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 20 1955

R. P. Greene

Mr. R. P. Green was born and brought up in Mitchell County. He has mined in Mitchell and Avery Counties for several years.

Mr. Green served as Register of Deeds in Mitchell County for a period of ten years, has served six years (Now in second term) as Clerk of Superior Court in Mitchell County, and has been connected with other local town offices.

He lists the following references:

Mr. Sam Gouge, Bakersville, N.C.

Mr. Ernest Poteat, Cashier
Northwestern Bank, Bakersville, N.C.

Mr. J. Don Street, Postmaster
Bakersville, N.C.