E-1205

For Certificate of Deposit No. 63, dated March 31, 1959, giving royalty payment of $19.05, see E-1106.

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

RECEIVED MAR 12 1959
DATE
800

March 9, 1959

Mr. Paul McMahan
Route # 1
Bakersville, N.C.

Re: Docket No. DMEA-4937 - mica
McMahan, Young & Pitman
Lick Ridge Mica Prospect
Mitchell County, North Carolina
Contract Idm-E1205

Dear Mr. McMahan:

Please refer to Mr. Laurence's letter of November 28, 1958, in which he called your attention to Article 6(b)(1) of the contract. Royalty on all production from the Lick Ridge Mine, until March 15, 1959 is due the Government regardless of possible certification of discovery, unless you are notified otherwise before that date.

As of this date we have received only one royalty payment amounting to $63.70 from you for three sales made in September 1958. Two of these sales were made to the Government Depot and the third to Joe L. Snyder.

Please send us your check for 5% of the value together with copies of sales tickets or other evidence of sales value on any sales made other than those stated above. This should include any sales of punch or scrap mica.

We would appreciate your immediate attention to this matter so that we may close our books on this contract.

Sincerely yours,

V. J. Lynch, Acting
Executive Officer, OME-Region V

WAB/zm
cc
Opr. Con.-2
Lynch
Files

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

RECEIVED DATE 1958 CODE 800

November 28, 1958

Mr. Paul McMahan
Route # 1
Bakersville, N.C.

Re: DMEA-4937, Idm-21205-mica
Lick Ridge Mine
Mitchell County, N.C.

Dear Mr. McMahan:

We have received royalty payments totalling $63.70 on sales of 82.13 pounds of trimmed mica from the Lick Ridge mine to the Government depot. It is probable that a considerable amount of punch and scrap was also sold but we have received no royalty on these. Please send your check for 5% of the value of such mica, with copies of sales tickets or other evidence of sale value.

Please note also, that according to Article 6(b)(1) of the contract, royalty on all production from the Lick Ridge mine, regardless of possible certification of discovery, is due until March 1959, unless you are notified otherwise before that date.

Sincerely yours,

Robert A. Laurence
Executive Officer, OME
Field Team, Region V

RAL/sm
cc
Opr. Com--2
Bill Pitman
Lynch
Files

TRIPLICATE

STANDARD FORM 201 (Formerly Cert. of Deposit, Form 1)
Promulgated Oct. 1949 by Treasury Dept., Fiscal Service

THIS DEPOSIT IS NOT SUBJECT TO CHECK

Oak Ridge, Tennessee

DEPOSIT NO. 14-23-070-37

For credit of 5369 Br. Trsy. Regional Office, Oak Ridge, Tenn. 11/12/58
(Name, title, and disbursing [illegible]er identification symbol of accountable officer) (Date sent)

deposited with Hamilton National Bank, Knoxville, Tennessee
(Name and location of depositary)

$ 63.70

for accounts listed below. SCHEDULE NOS.

ACCOUNT SYMBOL	TITLE OF ACCOUNT TO BE CREDITED	AMOUNT
14X4401	Idm-B1205 McMahan, Young & Pitman (Royalty Payment)	$63.70

(Depositor will insert below his name, title, Department or Agency concerned, and his address)

Defense Minerals Exploration Administration
Bureau of Mines, Dept. of Interior
Helen R. Miller, Adm. Asst.
P. O. Box 217
Norris, Tennessee

SPACE BELOW TO BE USED BY DEPOSITARY ONLY

I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

(Authorized signature)

(Date of credit in Treasurer's account)

DEPOSITARY WILL DATE, SIGN, AND RETURN THIS TO DEPOSITOR FOR HIS RETAINED COPY

16—59686b-1 GPO

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 13 1958

DATE	INITIALS	CODE
11/13	H.g.	225
		800

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

McMahan, Young & Pitman
c/o Dewey Young
Route 1, Bakersville, North Carolina

pertaining to Exploration Project Contract No. Idm-E1205, DMEA-4937, for June-July 1958 and August 1958, inclusive, covering a mica project at the Lick Ridge Mica Prospect, Mitchell County, North Carolina.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents, comparison of the claimed costs with the contract and pertinent schedules, verification of work performed by reference to Field Team reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the reason that:

All of the costs were under a contract provision for payment by the Government on the basis of fixed unit costs for work performed.

The findings of this review are stated in the following summary:

Total cost billed by Operator		$3,764.00
Exceptions:		
Prior to this review	$ -0-	
Herewith	-0-	-0-
Total acceptable cost, if claimed		$3,764.00

The contract calls for a 75 percent contribution of the allowable costs by the Government. Therefore, if the project is otherwise accepted as having met the terms of the contract, payments as follows are valid and proper:

Payable on audited claim	$2,823.00
Paid to date	2,035.50
Balance due Operator	$ 787.50

E. D. Talbert, Auditor

September 19, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

ROOM 2-B POST OFFICE BLDG.
KNOXVILLE 2, TENN.

~~September xxxxxxxxxx~~
October 1, 1958

OFFICIAL FILE COPY
O. M. E.
RECEIVED OCT 3 1958

DATE	INITIALS	CODE
10/3	C	220
10/3	CEP	800

Memorandum

To: Jay L. Chambers, Director Contract Administration and Audit Division, OME - Washington

From: Executive Officer, OME - Region V - Knoxville, Tenn.

Subject: DMEA-4937, Idm-E1205 (mica) Lick Ridge Prospect, Mitchell County, North Carolina. Young, McMahan & Pitman, applicants.

It has been verified by our Field Examiners that all the drift work completed (100 feet) in the subject contract was on the footwall of the pegmatite, thereby conforming to the terms of the contract.

Robert A. Laurence

Robert A. Laurence

Office of Minerals Exploration

Mr. Robert A. Laurence
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: Docket No. DMEA-4937 (Mica)
McMahan, Young & Pitman
Contract No. Idm-E1285

Dear Mr. Laurence:

Enclosed are the original and three copies of a Report of Review, as requested by your September 16 memorandum. Also enclosed is the Operator's final (August 1958) MF-104, which was submitted with your request.

This report has been prepared on the premise that the statement in your memorandum that "A drift was driven a total of 100 feet" is correct. The contract provides for "not more than 100 feet of inclined drift along the footwall of the pegmatite". The Operator's final MF-104A, however, states that the drifting claimed "included a 15 ft. crosscut 30' in from mouth of old tunnel".

If the entire 100 feet claimed was in fact all drifting and you concur with the facts stated in this report, please make the usual distribution. If all of the 100 feet was not drift along the footwall of the pegmatite, distribution of the report should be withheld until the contract is appropriately amended.

Sincerely yours,

(Signed) E. D. Talbert

E. D. Talbert
Contract Administration
and Audit Division

cc: Docket
Act. Director's Reading File
Mr. Chambers
Mrs. Helen R. Miller
Mr. Talbert

Enclosures

EDTalbert/GMcC
September 18, 1958

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

OFFICIAL FILE COPY
DMEA
RECEIVED SEP 18 1958

DATE	INITIALS	CODE
9/18	C	220
		800
Administration		

September 16, 1958

Memorandum

To: Jay L. Chambers, Director, Contract Administration and Audit Division, DMEA - Washington

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

Subject: Completion of DMEA-4937, Idm-E1205(mica) McMahan, Young & Pitman. Lick Ridge Prospect, Mitchell County, N.C.

Work on the subject contract has been completed.

The following units of work have been acceptably performed as verified by our Field Examiners:

1. A toolhouse, powder magazine and exploder magazine were constructed.

2. 500 subic yards of material were excavated in access road construction.

3. A drift was driven a total of 100 feet.

A final engineering and geological report has been received.

The final MF-104 for August 1958 is enclosed. A Report of Review is requested.

Robert A. Laurence

Robert A. Laurence

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1958 Docket No. DMEA 4937 Contract No. 1205
Operator's Name McMahan, Young & Pitman Minerals Mica
Address c/o Paul McMahan, Rt.4, Bakersville, N.C.
Contract Amount, $ 3,764.00 Government Participation: 75 % Amount, $ 2,823.00

ITEMS OF COSTS	FOR OPERATOR'S USE: Monthly Total	Totals Previously Reported	Totals To Date	FOR GOVERNMENT USE ONLY: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) ~~[illegible]~~ Short Form Contracts:						
Drilling						
Bulldozing	None	150.00	150.00			
Crosscutting						
Drifting	1050.00	2450.00	3500.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.	None	114.00	114.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	1050.00	2714.00	3764.00	1,050.00	2,714.00	3,764.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 9-1-58 *Payee McMahan, Young & Pitman

Per Bill Pitman Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 787.50

Signature Helen R. Miller
(Authorized Certifying Officer)

Date OCT 1 1958 Vou. No. 42
(See other side)

c 8/30 262.50

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E1205 in accordance with the terms of the contract.

Signature S Feider Title MINING ENGINEER U. S. BUREAU OF MINES Date SEP 15 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lamm Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date SEP 15 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form [illegible]04A
(April 1962)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 195 8 Docket No. DMEA 4937 Contract No. 1205

Operator's Name McMahan, Young & Pitman Minerals Mica

Address c/o Paul McMahan, Rt. 1, Bakersville, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Ft.	1,050.00	(30)	3,500.00	100	35.00	100	35.00
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails	Cu Yds	None	None	150.00	500	0.30	500	0.30
TOTAL DISTRIBUTED COSTS		1050.00	30	3650.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.		None	None	114.00				114.00
TOTAL COSTS		1050.00	30	3764.00				3764.00

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

Date 9-1-58 Operator McMahan, Young & Pitman

Per Bill Pitman Title Partner

REMARKS: The above 30 ft drifting includes a 15 ft crosscut 30' in from mouth of old tunnel. This is a final report on project.

NOTE.—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.

(Instructions on reverse)

(For Government use only)

S Feitler

MINING ENGINEER
U. S. BUREAU OF MINES

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

DAILY WORK PROGRESS REPORT

Month Of August, 1958
Work Accomplished:
Lick Ridge Mica Prospect
Mitchell County, N.C.

DMEA----4937
Idm-E---1205

Final Report

Daily Notes: All work done during this period consisted of driving a drift 30 feet with strike of pegmatite body. Included in this phase of work was a 15 foot crosscut of the body about 30 feet in from the mouth of the old tunnel. About 35 lbs of crude mica was recovered during operation.

August 1st, 1958---Drilled 20-6' holes, Shot and mucked out after blast.

August 4th to 12th inclusive. No work done due to fire that injured one of the workers at the project.

August	13th,	1958.	Drilled	20- 6'	holes, shot and mucked out.
"	14th,	"	Drilled	18- 6'	holes, shot and mucked out.
"	15th,	"	Drilled	20- 6'	holes, shot and mucked out.
"	18th,	"	Drilled	20- 6'	holes, shot and mucked out.
"	19th,	"	Drilled	20- 6'	holes, shot and mucked out.
"	20th,	"	Drilled	18- 6'	holes, shot and mucked out.
"	21th,	"	Drilled	18- 6'	holes, shot and mucked out.
"	22nd,	"	Drilled	20- 6'	holes, shot and mucked out.
"	25th,	"	Drilled	20- 6'	holes, shot and mucked out.
"	26th,	"	Drilled	20- 6'	holes, shot and mucked out.
"	27th,	"	Drilled	18- 6'	holes, shot and mucked out.
"	28th,	"	Drilled	18- 6'	holes, shot and mucked out.
"	29th,	"	Drilled	18- 6'	holes, shot and mucked out.

NOTE: Work done on the 27th thru the 29th inclusive was on the crosscut of the pegmatite body 30 feet in from the mouth of the old tunnel. During all the above period of operation there was no indication of any mica build up visible. There was noted several small clusters of mica books but none of commercial value due to size and texture.

Respectfully submitted,

McMahan, Young & Pitman

By: Bill Pitman
Partner.

ENTER COPY
DMEA
RECEIVED SEP 10 1958
DATE | INITIALS | CODE
800

September 8, 1958

Mr. Paul McMahan
Route 1
Bakersville, North Carolina

Re: DMEA-1937 (Mica)
McMahan, Young and Pitman
Lick Ridge prospect
Mitchell County, North Carolina
Contract No. Idm-E1205

Dear Mr. McMahan:

We have received your final voucher and monthly narrative report for August.

However, before the voucher can be processed for payment, we must have your final geologic and engineering report, as provided in 5c of the contract, giving a description of work done, results accomplished, mica recovered and sold, etc. Please send this at your earliest convenience.

Sincerely yours,

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

RAL/mg
cc - Operating Committee (2)
Mr. Lynch
File

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

PAID ON VOUCHER & SCHEDULE OF PAYMENTS K-

OPERATOR'S MONTHLY REPORT AND VOUCHER

Idm-E

Month of June-July, 1958 Docket No. DMEA 4937 Contract No. 1205
Operator's Name McMahan, Young & Pitman Minerals Mica
Address c/o Paul McMahan, Rt. 4, Bakersville, N.C.
Contract Amount, $ 3764.00 Government Participation: 75 % Amount, $ 2823.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling						
Bulldozing	150.00	None	150.00			
Crosscutting						
Drifting	2450.00	None	2450.00			
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.	114.00	None	114.00			
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$ 2714.00	None	$ 2714.00	2,714.00	—	2,714.00

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 7-31-58 *Payee McMahan, Young & Pitman

Per Bill Pitman Title Partner

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—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.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$2,035.50

Signature Helen R. Miller
(Authorized Certifying Officer)

Date AUG 5 1958 Vou. No.
(See other side)

678.50

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E1205 in accordance with the terms of the contract.

Signature Weidler Title MINING ENGINEER U. S. BUREAU OF MINES Date AUG 4 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature Robert A. Lawrence Title EXECUTIVE OFFICER DMEA FIELD TEAM REGION V Date AUG 4 1958

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

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Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of June-July 195 8 Docket No. DMEA 4937 Contract No. Idm-E 1205

Operator's Name McMahan, Young & Pitman Minerals Mica

Address c/o Paul McMahan, Rt.A. Bakersville, N.C.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting	Ft	2,450.00	(70)	2,450.00	(70)	2,450.00	(100)	3,500.00
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn								
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails	Cu Yds	150.00	(500)	150.00	(500)	150.00	(500)	150.00
		2,600.00						
TOTAL DISTRIBUTED COSTS	$	2,600.00	(570)	$2,600.00				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc. Toolhouse & Magazines		114.00	(3)	114.00				114.00
TOTAL COSTS	$	2,714.00	(573)	$2,714.00				$ 114.00

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

Date 7-31-58 Operator McMahan, Young & Pitman

Per Bill Pitman Title Partner

REMARKS: This is initial report and covers the period June 27th to July 31st, 1958 inclusive.

→ NOTE.—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.

(Instructions on reverse)

(For Government use only)

SAFeider

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

DAILY WORK PROGRESS REPORT

For Period: June 27 th
to July 31th, 1958

DMEA No. 4037

Idm-E 1205

Work Accomplished:

Date Work Began:
6-27-58

Moved machinery to mining site and set up same. Worked on road to mining site and removed old muck from mine. Built Powder and explosive magazines and erected toolhouse. Made repairs to mining equipment. Drilled holes, blasted and removed muck after each blast.

Daily Notes:

June 27th, 1958--Moved Mining machinery & equipment to mining site.
" 28th, " --Set up Mining machinery. Made certain repairs.
" 29th, " --Bulldozed and worked on road to mines.

July 1st, 1958--Erected toolhouse & built magazines at mine site.
" 2nd, " --Drilled holes, loaded & shot 20 6' holes.
" 3rd, " --Mucked out mines after blasting day before.
" 4th, " --Drilled, loaded & shot 18 6' holes.
" 5th, " --Mucked out mines after blasting day before.
" 7th, " --Drilled, loaded & shot 20 6' holes.
" 8th, " --Mucked out mines after blasting day before.
" 9th, " --Drilled, loaded & shot 19 6' holes.
" 10th, " --Mucked out mines after blasting day before.
" 11th, " --Drilled, loaded & shot 18 6' holes.
" 14th, " --Mucked out mines after blast day before.
" 15th, " --Drilled, loaded & shot 20 6' holes.
" 16th, " --Mucked out mines after blast day before.
" 17th, " --Drilled, loaded & shot 19 6' holes.
" 18th, " --Mucked out mines after blast day before.
" 21st, " --Drilled, loaded and shot 20 6' holes.
" 22nd, " --Mucked out mines after blast day before.
" 23rd, " --Drilled, loaded & shot 20 6' holes.
" 24th, " --Mucked out mines after blast day before.
" 25th, " --Drilled, loaded & shot 19 6' holes.
" 28th, " --Mucked out mines after blast day before.
" 29th, " --Drilled, loaded & shot 20 6' holes.
" 30th, " --Mucked out mines after blast day before.
" 31st, " --Drilled, loaded & shot 18 6' holes.

Respectfully submitted,

McMahan, Young & Pitman

By: Bill Pitman
Partner

EXTRA COPY
D M E A
RECEIVED [illegible] 58

DATE	[illegible]	CODE

McMahan, Young & Pitman
c/o Dewey Young
Route 1
Bakersville, North Carolina

Re: Docket No. DMEA-4937-Mica
McMahan, Young & Pitman
Lick Ridge Mica Prospect
Mitchell County, North Carolina
Contract No. Ida-1205

Gentlemen:

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

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

We appreciate your interest and participation in the DMEA exploration program which has now been suspended by the Office of Minerals Exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

MCAnderson:gad 4/7/59
Copy to: Dir. R. File
Region V
Mr. Kiilsgaard, USGS
Mr. Dietrich, USBM
Audit

Mr. J. Fuller Brown
President, Western Carolina Mica Co.
P. O. Box 318
Newport News, Virginia

Mrs. Margaret S. Penland
Attorney-in-Fact for C. C. Guy heirs
Newland, North Carolina

APR 9 1959

Mrs. Margaret S. Penland
Attorney-in-Fact for C. C. Gay heirs
Bowland, North Carolina

Re: Docket No. DMEA-1937-Mica
McMahan, Young & Pitman
Link Ridge Mica Prospect
Mitchell County, North Carolina
Contract No. [illegible]

Dear Mrs. Penland:

Enclosed is a copy of a self-explanatory letter of today to the Operators under the above-cited contract.

This correspondence relates to the Consent to Lien and Subordination Agreement signed by you on January 24, 1958, under the DMEA program which has now been succeeded by the Office of Minerals Exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosure

WCAnderson:gmd 4/7/59
Copy to: Dir. E. File
Region V
Audits
Mr. Killingsard, USGS
Mr. Dietrich, USBM

APR 7 1959

Mr. J. Fuller Brown
President, Western Carolina Mica Company
P. O. Box 318
Newport News, Virginia

Re: Docket No. BMEA-4937-Mica
McMahan, Young & Pitman
Lick Ridge Mica Prospect
Mitchell County, North Carolina
Contract No. [illegible]-22205

Dear Mr. Brown:

Enclosed is a copy of a self-explanatory letter of today to the Operators under the above-cited contract.

This correspondence relates to the Contract to Lease and Subordination Agreement signed by you on January 24, 1958, under the BMEA program which has now been succeeded by the Office of Minerals Exploration program.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

Enclosure

WCAndersen:gad 4/7/59
Copy to: Dir. R. File
Region V
Mr. Chambers
Mr. Kiilsgaard, USGS
Mr. Dietrich, USBM

DMEA Form 14

Contract No. Idm-E 1205

Docket No. 4937

Terminated contract

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
June 13, 1958	V	North Carolina	Mica

Name and Address of Operator: McMahan, Young & Pitman
c/o Dewey Young
Route 1
Bakersville, North Carolina

	Reserve	Obligation
Prior Amount	0	2,823.00
Increase	0	0
Decrease	0	0
Revised Amount	0	2,823.00

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington 9/23/58

22845

DMEA Form 14

Contract No. Idm-E 1205

Docket No. 4937

Executed contract

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
June 13, 1958	V	North Carolina	Mica

Name and Address of Operator: McMahan, Young & Pitman
c/o Dewey Young
Route 1
Bakersville, North Carolina

	Reserve	Obligation
Prior Amount	2,823.00	0
Increase	0	2,823.00
Decrease	2,823.00	0
Revised Amount	0	2,823.00

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington 6/26/58

22845

Audit's Copy

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 25 1958

DATE	INITIALS	CODE

MF-200A
(Rev. April 1956)

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

DME-A No.	Commodity	Contract No. Idm-E	County	State
4937	Mica	1205	Mitchell	North Carolina

It is agreed 13 JUN 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and McMahan, Young & Pitman, a partnership composed of Paul McMahan, Dewey Young and Bill Pitman

whose mailing address is McMahan, Young & Pitman, c/o Dewey Young
Route 1, Bakersville, North Carolina
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before 30 days from date of contract and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within six months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $3,764.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $2,823.00, in accordance with the provisions of Articles 4 and 5.

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

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Interests of lessor

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

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

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

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

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

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

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

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

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

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

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.....

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

McMahan, Young & Pitman
(Operator)

By Paul McMahon

By Dewey Young

By Bill Pitman

By C. Mittendorf

Administrator, Defense Minerals Exploration Administration

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
MCMAHAN, YOUNG AND PITMAN
DOCKET NO. DMEA-4937

ANNEX I

The land referred to in Article 2 of the contract is known as the Lick Ridge Mica Prospect and is located on the south slope of Meadlock Mountain near the head of McKinney Cove, 1.0 mile N. 26 degrees E. from McKinney Cove Church, Mitchell County, North Carolina. The land is more particularly described as follows:

"Beginning on a stake which is located South 50 feet from the Lick Ridge Mine: Thence South 250 feet to a stake: Thence East 300 feet to a stake: Thence North 600 feet to a stake: Thence West 600 feet to a stake: Thence South 600 feet to a stake: Thence East 300 feet to a point of closure: The South West corner of this legal description being located 23' East 600 feet from a stake in the outside boundary line."

The Operator is in possession of the land pursuant to the terms of a mining lease agreement with the Western Carolina Mining Co., dated January 29, 1958, and recorded in the Register of Deeds Office for Mitchell County, North Carolina in Book No. 86, at Page 469. The term of the lease is for 5 years, renewable.

MF-205
(Combines and supercedes MF-20[illegible] MF-203)
June 1956

For [illegible]vernment's Use Only
EXPLOR[illegible] PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date 4-9 JUN 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of MITCHELL, State of NORTH CAROLINA, described ~~as follows:~~ 2/ IN A CERTAIN MINING LEASE, DATED JANUARY 7TH, 1958, AND DULY RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MITCHELL COUNTY, N.C. IN BOOK # 86, PAGE # 469 OF SAID OFFICIAL RECORDS OF SAID COUNTY AND STATE.

_____,
which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

LESSOR OWNS MINERALS AND WORKING RIGHTS ONLY

1/ Mining or production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.
2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto. THIS CONSENT TO LIEN SHALL NOT REMAIN IN FORCE FOR MORE THAN A MAXIMUM OF 10-YEARS

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 24th day of January, 1958.

WESTERN CAROLINA MICA COMPANY	[Seal]	J. Fullen Brown President	[Address]
	[Seal]	Margaret S. Perland, Atty in fact for legal heirs of E. C. Grey	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, V. Forton Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that J. Fullen Brown who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

V. Forton Brown

[Corporate Seal]

EXPLORATION PROJECT CONTRACT
MCMAHAN, YOUNG AND PITMAN
DOCKET NO. DMEA-4937

EXHIBIT A

Description of the Work

Exploration for concentrations of strategic mica shall be performed in the area indicated on the attached map entitled "Lick Ridge Mine, Mitchell County, N. Carolina, DMEA-4937," as follows:

1. Repair approximately 2,000 feet of access road. The excavation for the road shall not exceed 500 cubic yards.

2. Construct:

   (a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.

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

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

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

The powder and exploder magazines shall be bound on all sides; shall be made from 2-inch hardwood or 3-inch softwood lumber; and shall be braced at the corners. No metal shall be exposed; and the doors shall be equipped with the equivalent of a 5-tumbler jarproof lock.

3. From approximately the center of the open cut, drive not more than 100 feet of inclined drift along the footwall of the pegmatite.

The inclined drift shall be timbered as necessary and shall have minimum cross-sectional dimensions of 5 feet by 7 feet in the clear of timber.

All work shall be performed on the pegmatite or in as close proximity thereto as possible.

The locations, inclinations, directions, and extent of all work are subject to the approval of the Government.

ESTIMATED COSTS OF THE PROJECT

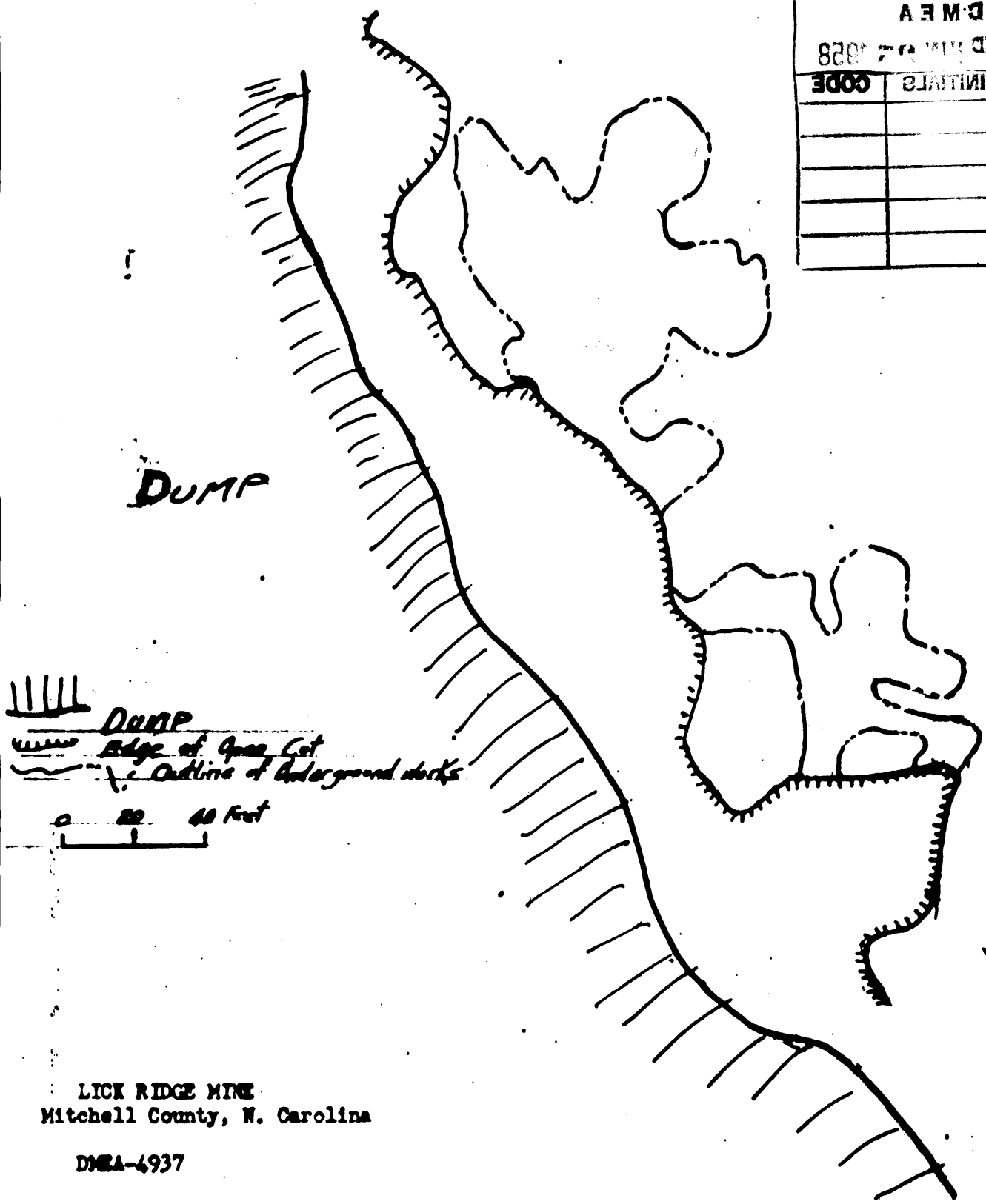
Fixed Unit Costs

1.	Repair access road - 500 cubic yards of excavation @ $0.30/cubic yard		$150.00	
2.	Construct - Toolhouse 1/	$75.00		
	Powder magazine 1/	25.00		
	Exploder magazine 1/	14.00	114.00	
3.	Drive 100 feet of inclined drift @ $35.00/ft.		3,500.00	
	Estimated total cost of project			$3,764.00
	Government participation @ 75%			$2,823.00

1/ The completed work constitutes the unit.

EXTRA COPY
D.M.E.A.
RECEIVED JUN 27 1958

DATE	INITIALS	CODE



LICK RIDGE MINE
Mitchell County, N. Carolina

DMEA-4937

DMEA Form 14

Contract No. Idm-E 1205

Docket No. 4937

Approved contract

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
June 13, 1958	V	N. Carolina	Mica

Name and Address of Operator:

McMahan, Young & Pitman
c/o Dewey Young
Route 1
Bakersville, North Carolina

	Reserve	Obligation
Prior Amount	0	0
Increase	2,823.00	0
Decrease	0	0
Revised Amount	2,823.00	0

Remarks:

(Name)

Allen S. Dakan, Chief Operations Control and Statistics Division

(Title)

Date delivered to Bureau of Mines, Washington 6/13/58

22845