DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4952

Application
- [x] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [ ] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [x] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports

- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with transmittal, narrative and maps.

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

No book or Rec

17963

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED MAR 6 1959 DMEA

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

FIRST TRACT

To the United States of America:

Referring to that certain land in the County of YANCY, State of NORTH CAROLINA, described as follows: 2/ BEGINNING ON A 30" WHITE OAK THE EAST OF SOUTH TOE RIVER THE SAME BEING LOCATED NORTH 39 EAST 231 FEET FROM THE TOLLEY BENT MICA MINE THENCE NORTH 50 WEST 400 FEET TO A STAKE: THENCE SOUTH 27-30 WEST 736 FEET TO AN IRON STAKE: THENCE NORTH 80 EAST 640 FEET TO A 28" WHITE OAK ON THE EAST BANK OF SOUTH TOE RIVER: THENCE NORTH 4 EAST 297 FEET TO A 30" WHITE OAK THE BEGINNING CORNER CONTAINING 5-2/3 ACRES

_____,

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.)

NONE

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 26th day of January, 1950.

[redacted]	[Seal]	J. Fuller Brown [redacted]	[Address]
	[Seal]	Margaret S. Penland, Atty in Fact for legal heirs of E. C. Fry	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, V. Jordan Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that J. Fuller 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. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED MAR 6 1959

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

FIRST TRACT

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Referring to that certain land in the County of YANCY, State of NORTH CAROLINA, described as follows: 2/ BEGINNING ON A 30" WHITE OAK ON THE EAST OF SOUTH TOE RIVER THE SAME BEING LOCATED NORTH 39 EAST 281 FEET FROM THE TOLLEY BENT MICA MINE: THENCE NORTH 50 WEST 400 FEET TO A STAKE: THENCE SOUTH 27-30 WEST 736 FEET TO AN IRON STAKE: THENCE NORTH 80 EAST 640 FEET TO A 28" WHITE OAK ON THE EAST BANK OF SOUTH TOE RIVER: THENCE NORTH 4 EAST 297 FEET TO A 30" WHITE OAK: THE BEGINNING CORNER CONTAINING 5-2/3 ACRES

_____,

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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;

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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, 19__.

WESTERN CAROLINA MICA COMPANY	[Seal]	J. Julian Brown President	[Address]
	[Seal]	Margaret G. Pinland Atty. in Fact for legal heirs of E. C. Fry	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, V. Jordan Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that J. Julian 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. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

FIRST TRACT

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Referring to that certain land in the County of YANCY, State of NORTH CAROLINA, described as follows: 2/ BEGINNING ON A 30" WHITE OAK ON THE EAST OF SOUTH TOE RIVER THE SAME BEING LOCATED: NORTH 39 EAST 231 FEET FROM THE TOLLEY BENT MICA MINE: THENCE NORTH 50 WEST 400 FEET TO A STAKE: THENCE SOUTH 27-30 WEST 736 FEET TO AN IRON STAKE: THENCE NORTH 80 EAST 640 FEET TO A 28" WHITE OAK ON THE EAST BANK OF SOUTH TOE RIVER: THENCE NORTH 4 EAST 297 FEET TO A 30" WHITE OAK: THE BEGINNING CORNER CONTAINING 5 2/3 ACRES

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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;

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NONE

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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. Penland, Atty. in fact for legal heirs of E. C. Guy	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, V. Forman Dawes 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. Forman Dawes

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of YANCY, State of NORTH CAROLINA, described as follows: 2/ BEGINNING ON A 30" WHITE OAK ON THE EAST OF SOUTH TOE RIVER THE SAME BEING LOCATED NORTH 39 EAST 231 FEET FROM THE TOLLEY BENT MICA MINE: THENCE NORTH 50 WEST 400 FEET TO A STAKE: THENCE SOUTH 27-30 WEST 736 FEET TO AN IRON STAKE: THENCE NORTH 60 EAST 640 FEET TO A 28" WHITE OAK ON THE EAST BANK OF SOUTH TOE RIVER: THENCE NORTH 4 EAST 297 FEET TO A 30" WHITE OAK: THE BEGINNING CORNER CONTAINING 5-2/3 ACRES

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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.)

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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 E. Pinland, Atty-in-Fact for legal heirs of E. C. Guy	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, V. Jordan Burns certify that I am the Secretary 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. Jordan Burns

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED
MAR 6 1958
D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

SECOND TRACT

To the United States of America:

Referring to that certain land in the County of YANCEY, State of NORTH CAROLINA, described as follows: 2/ CRABTREE TOWNSHIP: Beginning on a 28" white oak stump and running S 80 degrees, West 640 feet, with the line of the Asheville Mica Co. known to contain the Tollwy Bent Mine; to an iron stake; thence South 4 degrees West; 500 ft. to an iron stake; thence North 80 degrees, East 640 ft. to an iron stake; thence N 4 degrees E 500 ft. back to the beginning, containint 7¼ acres, more or less.

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.)

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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.

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

Dated this _____ day of _____, 195__.

Fred Young [Seal] _____ [Address]

Elmira Young [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

NORTH CAROLINA, Yancey COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by Fred Young and Elmira Young the grantors for the purpose therein expressed. Let the same, with this certificate, be registered.

This 30 day of Nov. 1957

R. H. Dickson

Notary Public

My commission Expires 11-23-1958

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

RECEIVED MAR 6 1958 D.M.E.A.

Second Tract.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

SECOND TRACT

To the United States of America:

Referring to that certain land in the County of YANCEY, State of NORTH CAROLINA, described as follows: 2/ CRABTREE TOWNSHIP: Beginning on a 28" white oak stump and running S 80 degrees, West 640 feet, with the line of the Asheville Mica Co. known to contain the Tollwy Bent Mine; to an iron stake; thence South 4 degrees West; 500 ft. to an iron stake; thence North 80 degrees, East 640 ft. to an iron stake; thence N 4 degrees E 500 ft. back to the beginning, containint 7½ acres, more or less.

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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;

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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.)

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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.

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

Dated this _____ day of _____, 195__.

Fred Young [Seal] _____ [Address]

Elmira Young [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

NORTH CAROLINA, Yancey COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by Fred Young and Elmira Young the grantors for the purpose therein expressed. Let the same, with this certificate, be registered.

This 30 day of Nov. 1957

R. A. Dixon
Notary Public

My commission expires 11-27-1958

INT.-DUP. SEC., WASH., D.C.

5172

-MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED MAR 6 1958 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

SECOND TRACT

To the United States of America:

Referring to that certain land in the County of YANCEY, State of NORTH CAROLINA, described as follows: 2/ CRABTREE TOWNSHIP: Beginning on a 28" white oak stump and running S 80 Degrees, West 640 feet, with the line of the Asheville Mica Corpn known to contain the Tolley Bent mine; to an iron stake; thence South 4 degrees West; 500 ft. to an iron stake; thence North 80 degrees, East 640 ft. to an iron stake; thence N 4 degrees E 500 ft. back to the beginning; containing 7½ acres, more or less.

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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;

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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.

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

Dated this _____ day of _____, 195__.

Fred Young	[Seal]	Green Mtn. N.C.	[Address]
Elmira Young	[Seal]	Green Mtn. N.C.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

NORTH CAROLINA, Yancey COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by Fred Young and Elmira Young the grantors for the purpose therein expressed. Let the same, with this certificate, be registered.

This 30th. day of Nov. 1957

R. N. Dilson
Notary Public

My Commission Expires
11-23-1958

INT.-DUP. SEC., WASH., D.C.

5172

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

DEC 9 1960 DMEA

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

SECOND TRACT

To the United States of America:

Referring to that certain land in the County of YANCEY, State of NORTH CAROLINA, described as follows: 2/ CRABTREE TOWNSHIP: Beginning on a 28" white oak stump and running S 80 degrees, West 640 feet, with the line of the Asheville Mica Co. known to contain the Tolley Rent Mine; to an iron stake; thence South 4 degrees West; 500 ft. to an iron stake; thence North 80 degrees, East 640 ft. to an iron stake; thence N 4 degrees E 500 ft. back to the beginning, containing 7½ acres, more or less.

_____,
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.)

NONE.

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.

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

Dated this _____ day of _____, 195__.

Fred Young [Seal] _____ [Address]

Elmira Young [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

NORTH CAROLINA, Yancey COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by Fred Young and Elmira Young the grantors for the purpose therein expressed. Let the same, with this certificate, be registered.

This 30th day of Nov. 1957

R. N. Deboard
Notary Public

My commission Expires 11-23-1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 315 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

March 5, 1958

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Executive Officer, DMEA Field Team, Region V, Knoxville

Subject: Application from B. T. and E. Mining Company
Tolley Bent Mine (Mica), Yancey County, North Carolina

Enclosed are three copies of the subject application, received at this office, accompanied by copies of both leases and Consent to Lien. We are keeping the fourth copy for our use.

Robert A. Laurence

Robert A. Laurence

Enclosures 6

Form MF-103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR

Budget Bureau No. 42-R1035.3
Approval expires June 30, 1958

DEFENSE MINERALS EXPLORATION ADMINISTRATION

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

B T & E MINING COMPANY
Box 185
Spruce Pine, North Carolina

OPERATION NO. 2

RECEIVED MAR 6

APPLICANT NOT TO USE THIS BLOCK

Docket Number	4952
Date Received	3-6-58
Government Participation %	75
Region	V
Division Code	600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [ ]
- Partnership [x]
- Other (Specify) [ ]

State in which firm is organized

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Hobert Burleson,	Spruce Pine, N. C.	Partner
F. E. Ellis,	Spruce Pine, N. C.	Partner
Burdette Thomas,	Route 1, Spruce Pine, N. C.	Partner

Mineral(s) for which you wish to explore: Mica

Estimated Cost of Project: $ 14,250.00

LOCATION OF PROPERTY

Name	County	State
Western Carolina Mica Co. Property, and Fred Young property.	Yancey	N.C.

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order-I, Revised, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

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.

2-21-58
Dated

Burdette Thomas
BY (Signature)

Partner
Title

RECEIVED
MAR - 5 1958
U. S. Geological Survey
Knoxville, Tenn.

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work*. Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

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)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Revised.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 25960

Copy

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DATE | CODE

MF-103 Continuation Sheet.

1. (a) Legal description given on attached leases.
   (b) First tract - Western Carolina Mica Company property; second tract - Fred Young property.
   (c) Leasee.
   (d) No liens or other encumbrances on property.

2. (a) Enclosing maps, workings described on Map No. 3.
   (b) None
   (c) Records of production are on file with the Department of Interior.
   (d) See (c)
   (e) Map Attached.
   (f) We believe mica exists from previous records and statements by previous workers. Also Geological Survey of 1943.

3. Property is accessible for examination. Mr. Burdette Thomas and Mr. Hobert Burleson will accompany DMEA representative to site.

   All applicants live within few miles radius of mine. Supply and shipping points near.

4. (a) We propose to bulldoze away overburden, lower a 5' x 7' shaft approximately 150' to reach vein, then drift or corsscut a distance of approximately 150'.
   (b) No access road necessary.
   (c) Work will begin immediately if contract granted. Twelve to eighteen months should complete contract.

5. Each applicant is experienced in mining, having done extensive mining work in this area. Work will be supervised by Hobert Burleson, partner.

6. Estimate of costs:

Bulldozing, 10 hours @ $10.00 per hour	$ 100.00
Powder Magazine	25.00
Explosives Magazine	25.00
10' x 12' Toolhouse	100.00
150' Shaft @ $50.00 per foot	7500.00
150' Drift @ $40.00 per foot	6000.00
Headframe	500.00
Total estimated cost	$14,250.00

7. Applicants prepared to furnish their share of costs. Will furnish cash and equipment.

MINING LEASE

OFFICIAL FILE COPY SECOND TRACT
DMEA
RECEIVED MAR 6 1958
DATE CODE

State of North Carolina YANCEY County:

This indenture made this 16th day of November, 1957 ~~1953~~

between FRED YOUNG AND ELMIRA YOUNG

of Yancey County and State of North Carolina as party of the first part, and known as lessors, and BURDETTE THOMAS, FRANK ELLIS AND HOBERT BURLESON

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

WITNESSETH, That the part of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, 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:

CRABTREE TOWNSHIP: Beginning ona 28" white oak stump and running S 80 defrees, West 640 feet, with the line of the Asheville Mica Company, known to contain the Tolley Bent Mine, to an iron stake; thence South 4 degrees West; 500 ft. to an iron stake; thence North 80 degrees, East 640 ft. to an iron stake; thence N 4 degrees E 500 ft. back to the beginning, containing 7½ acres, more or less.

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 parties of the first part, or his or their heirs or assigns, a rental royalty of one-eighth

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 $150.00.00, 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. Failure to pay royaltyat the time hereinabove provided shall render this lease null and void at the option of the Lessors.

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

Witness: R. M. Debes

Fred Young (Seal)

Elmira Young (Seal)

See other side for certification

NORTH CAROLINA, Yancey COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by Fred Young and Elmira Young the grantors for the purpose therein expressed. Let the same, with this certificate, be registered.

This 30 Day of Nov. 1957

K. N. Dixon
Notary Public

My Commission Expires
11-23-1958

STATE OF NORTH CAROLINA
COUNTY OF ~~BUNCOMBE~~ YANCY

WESTERN CAROLINA MICA CO

To

F.E.ELLIS, HOBART BURLESON,
AND B.G.THOMAS, JR

LEASE

Filed for registration on the_____,
day of_____,
19____, at_____o'clock _____M., and
registered in the Office of The Register of
Deeds for_____
County, North Carolina in Book_____
Page_____.

_____
Register of Deeds for

NORTH CAROLINA
YANCY ~~BUNCOMBE~~ COUNTY

FIRST TRACT

THIS AGREEMENT made the 5 TH day of FEBRUARY, 19 58, between WETSERN CAROLINA MICA CO, a corporation organized pursuant to the laws of the State NORTH CAROLINA hereinafter sometimes designated as "Lessor," party of the first part; and,

F.E.ELLIS, HOBART BURLESON, AND B.G.THOMAS, JR

of MITCHELL COUNTY OF YANCY COUNTY

hereinafter sometimes designated as "Lessee,"
(This designation shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns), party of the second part:

WITNESSETH

That the said Lessor, for and in consideration of the premises and of the sum of One Dollar paid said Lessor by Lessee, the receipt of which is hereby acknowledged, and of the undertakings and agreements hereinafter set forth and stated to be kept and performed by the Lessee, has leased and granted, and by these presents does lease and grant unto the Lessee the sole and exclusive right and privilege of digging, boring and otherwise prospecting for, and mining mica, including scrap, sheet and punch mica, and FELSPAR, and_____, and to remove the same from the following described tract or tracts of land situate in the State of NORTH CAROLINA, County of YANCY, and bounded and more particularly described as follows:

BEGINNING ON A 30" WHITE OAK ON THE EAST OF SOUTH TOE RIVER THE SAME BEING LOCATED NORTH 39 EAST 231 FEET FROM THE TOLLEY BENT MICA MINE: THENCE NORTH 50 WEST 400 FEET TO A STAKE: THENCE SOUTH 27-30 WEST 736 FEET TO AN IRON STAKE: THENCE NORTH 80 EAST 640 FEET TO A 28" WHITE OAK ON THE EAST BANK OF SOUTH TOE RIVER: THENCE NORTH 4 EAST 297 FEET TO A 30" WHITE OAK THE BEGINNING CORNER CONTAINING 5-2/3 ACRES

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DMEA
RECEIVED MAR 6 1958
DATE CODE

TO HAVE AND TO HOLD the said premises ~~for the purposes aforesaid~~ only, unto the said Lessee for and during the term of ~~one (1)~~ FIVE year ~~next ensuing from the~~ 5 TH day of FEBRUARY, 19 58.

1. The Lessee covenants and agrees to pay to the Lessor on the 10th day of each month, the following royalties:
   (a) Scrap mica—a sum equal to 1/8 of the then prevailing market price.
   (b) Sheet and punch mica—a sum equal to 1/8 of the then prevailing market price.
   (c) Feldspar—a sum equal to 50¢ per ton of 2240 pounds.
   (d) All other minerals—a sum equal to_____of the then prevailing market price,
   (E) NO MICA TO BE SOLD IN BLOCK FORM EXCEPT TO GSA

   mined and removed from said premises pursuant to the provisions of this lease during the month immediately preceding said dates of payments, which payments shall be made to the Lessor at its office in Biltmore, North Carolina, or to its duly designated agent, for that purpose, ARTHUR BUCHANAN, JR AGENT, in complete settlement of any and all royalties due the Lessor for minerals mined and removed during the preceding month and each remittance of royalty payments herein specified shall be accompanied by an accurate statement or invoice and/or weight ticket, showing the amount, grade, qualification and weight of the mica and other minerals upon which said payments are based, together with such other information as may be incident to the mining, sale and shipment of said mica.

2. The Lessee agrees to pay to the Lessor a minimum royalty of $ NONE per year during the term hereof, without regard to the mica, feldspar or other minerals produced from said land; for any period less than a year the minimum royalty payable hereunder shall be ratably ascertained, providing that nothing in this paragraph contained shall release the Lessee from the obligation to prosecute mining operations with a reasonable degree of efficiency and to pay the royalties provided upon the mica and other minerals actually produced. The annual royalties received pursuant to paragraph 1, hereof, shall apply against said minimum royalties but said sums received under paragraph 1, hereof, shall not be considered as advance and cumulative royalties against said minimum royalties.

3. The Lessee covenants and agrees to keep adequate, accurate and complete records, books and accounts of all mica and other minerals mined within the boundaries of the premises above described, and the same shall be open to inspection of the Lessor at all reasonable times.

4. The said Lessee will classify, segregate and keep separate and separately marked, all mica and other minerals mined upon and taken from the premises hereinabove described and in no event will store, ship, mix or confuse the same with mica and other minerals mined or taken from any other land or premises.

5. The Lessor hereby grants to the Lessee the right to mine, prospect, search, dig, bore and excavate for mica and other minerals in as many places on the premises above described as the said Lessee may deem proper, and to extract and remove the same from said premises.

6. The Lessor hereby grants to the Lessee the same right that it has to construct ditches, drains, aerial tramways, tramways, railroads, truck roads, to and across said premises and any adjoining tracts of land belonging to the Lessor, but subject to any obligation of the Lessor in connection therewith which Lessee assumes.

7. The Lessor hereby grants to the Lessee such rights as it has in the premises above, to cut and use such timber located upon the said premises as may be necessary for the construction of buildings and/or for other usual purposes of such mining operations, upon paying for the merchantable timber the reasonable market stumpage value thereof at and upon the aforesaid land and premises, but subject to any obligation of the Lessor in connection therewith, which the Lessee assumes.

8. The Lessor hereby grants to the Lessee such rights as it has to use any stone or gravel located on the aforesaid premises for the purpose of constructing roads necessary and suitable for the full enjoyment of the mining rights hereby leased by the Lessee, as well as such right as it has to use or secure water on said premises and to dump waste material and water arising through the mining operations upon said premises, but subject to any obligation of the Lessor in connection therewith, which Lessee assumes.

9. The Lessor hereby grants to the Lessee the right to remove his mining machinery and equipment at any time within ninety (90) days after the termination or expiration of this lease, provided the time for the removal of said machinery and equipment may be enlarged only by written permission of the Lessor. No mining machinery and equipment belonging to the Lessee shall be removed from said premises until all of the indebtedness and obligations which may be owing to the Lessor by the Lessee shall have been paid in full.

10. The Lessor reserves unto the Lessor the right to use so much of the premises as shall not be required by the Lessee for the mining operations of the Lessee.

11. The Lessee agrees to pay all taxes which may be levied solely upon the mining operations conducted upon the said premises by the Lessee.

12. The Lessee shall have the right to terminate this lease at any time during the term aforesaid upon giving written notice to Lessor of such intention, at least sixty (60) days prior to the date of termination, and upon payment of all sums due Lessor by Lessee to said date of termination. Said notice shall be sent by Registered Mail to last known address of Lessor.

13. The Lessee agrees to conduct his mining operations in a businesslike and workmanlike manner with due regard to Lessor's rights in the mines, minerals and mineral deposits, and to that end the Lessee agrees to keep and maintain the mines and all parts thereof in good and sufficient repair and to work and operate said mines in a good and skillful manner not removing the rich parts of the mines at the expense of the other part thereof, and as the work progresses to keep the mines as clean as reasonably practicable, and all parts thereof securely and properly timbered and supported; and in case of open work to properly slope the walls and banks so as to prevent the same from slipping or falling in; that no waste, rubbish or refuse will be dumped, thrown or placed in any mine, mine tunnel, cut shaft or other improper place, and no waste will be permitted upon said premises nor avoidable damage done to mine thereunder. Lessee further agrees not to interfere with, dislocate, remove, damage or misplace any surface monuments, marker stake or other evidence as presently set defining the boundaries of said premises.

14. The Lessor reserves the right to terminate and cancel this lease in the event of a default on the part of the Lessee in complying with any of the terms and conditions of this lease, provided said default shall continue for a period of sixty days after the Lessor has forwarded written notice thereof to the Lessee. Said notice shall be sent by registered mail to the last known address of the Lessee.

15. The Lessee shall have the right to renew this lease for an additional period of FIVE YEARS, upon the terms and conditions hereinbefore set forth, provided that 30 days prior to the expiration of this lease the Lessee shall forward to the Lessor written notice thereof in the manner hereinbefore provided for sending notices to Lessee.

16. The Lessee will within a period of 60 days from the signing of this lease begin active work in prosecuting the mining operations for scrap mica, sheet and punch mica, feldspar and other minerals and will continue the prosecution of said mining operations in good faith and with due diligence and activity in order to produce the maximum output from the mines located on the above described premises. In the event Lessee fails to operate actively and continuously any mine or mines within said boundary for the production of scrap mica, sheet and punch mica, feldspar and other minerals for a period of 30 days, except for causes absolutely beyond Lessee's control, then the Lessor, at its option, may declare this lease void and of no further force and effect.

17. It is agreed that during the continuation this lease, or any extension thereof, the Lessor or its assigns shall have the refusal of and the right and option to purchase all mica mined and produced by the Lessee from the land and premises hereinabove described. Such purchase to be at the prevailing market price.

18. It is agreed that the acceptance of royalty by the Lessor under the provisions of this lease is to to be a credit in behalf of the Lessee but is not to be taken or considered as a waiver for any damages Lessor may be entitled to recover from Lessee for any breach or breaches that Lessee may make in any duty or covenant expressed or reasonably implied in this lease or as an estoppel against Lessor in this respect. Nothing contained in this lease is intended to, nor shall it abridge or in any way modify the Lessor's right or rights in or to any action for the non-performance of the covenants of this lease.

19. It is agreed that this lease shall not be transferred, assigned or sub-let either in whole or in part by the Lessee without the prior written consent of the Lessor and no right or privilege of the Lessee hereunder can be transferred, assigned or sub-let by Lessee without such written consent of Lessor first had and obtained.

20. Lessee agrees that the Lessor shall in no sense or in any way be held liable for any operations under this lease, and in no event and under no circumstances shall Lessor be held liable for any debt, tort or other liability of the Lessee, his agents, workmen or employees and Lessee further agrees to at all times indemnify and save harmless said Lessor of any claim and demand of whatsoever kind and nature predicated in any manner on such operations under this lease and Lessee further agrees to carry adequate insurance of all kinds to so indemnify said Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly and properly executed as of the day and year first above written.

WESTERN CAROLINA MICA CO

By: Arthur Buchanan Jr

~~President~~ AGENT

ATTEST:

Secretary

F E Ellis (SEAL)

Hobert Burleson (SEAL)

B. G. Thomas Jr. (SEAL)

MITCHELL ~~YANCY~~ NORTH CAROLINA
~~BUNCOMBE~~ COUNTY

I, a Notary Public of said State and County, certify that ARTHUR BUCHANAN, JR personally came before me this day and acknowledged that he is AGENT ~~Secretary~~ of WESTERN CAROLINA MICA CO. a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its AGENT ~~President~~, ~~sealed with its corporate seal and attested by himself as its Secretary~~.

WITNESS my hand and Notarial Seal, this the 5th day of February, 1958.

Tess Burleson NOTARY PUBLIC

My commission expires:

Jan. 18, 1960

MITCHELL ~~YANCY~~ NORTH CAROLINA
~~BUNCOMBE~~ COUNTY

I, TESS BURLESON, a Notary Public of said State and County, do hereby certify that F. E. ELLIS, HOBERT BURLESON & B.G. THOMAS, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 5th day of February, 1958.

Tess Burleson NOTARY PUBLIC

My commission expires:

1/18/60

U. S. Government Messenger Envelope

Standard Form No. 65 (Rev. 1/46)

1. Use blocks consecutively.
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3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS,
Assistant Secretary Vandahl	RUN STOP	
Mrs. Saltis Room 5313	RUN STOP	
Water & Power	RUN STOP	
~~Accounts~~ ~~5304~~	RUN STOP	
Mr. Albert Dep Off	RUN STOP	
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Defense Minerals Exp Adm. Mr. Chamberlain Rm 4454	RUN STOP	
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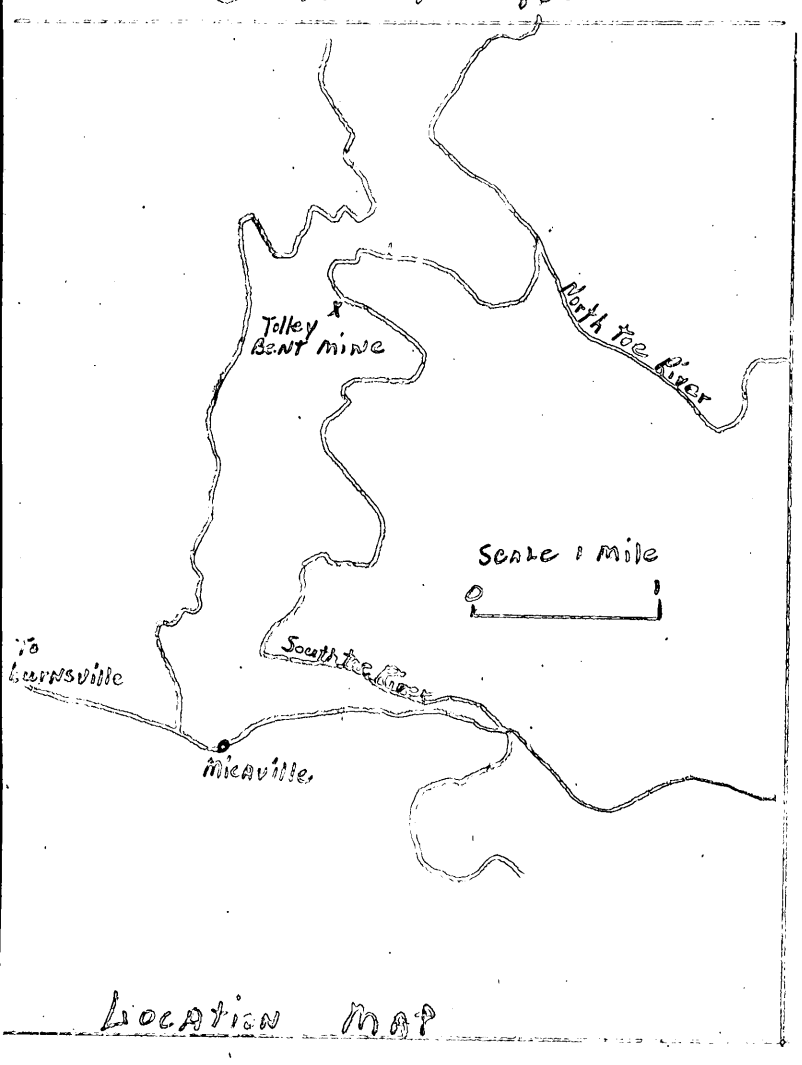
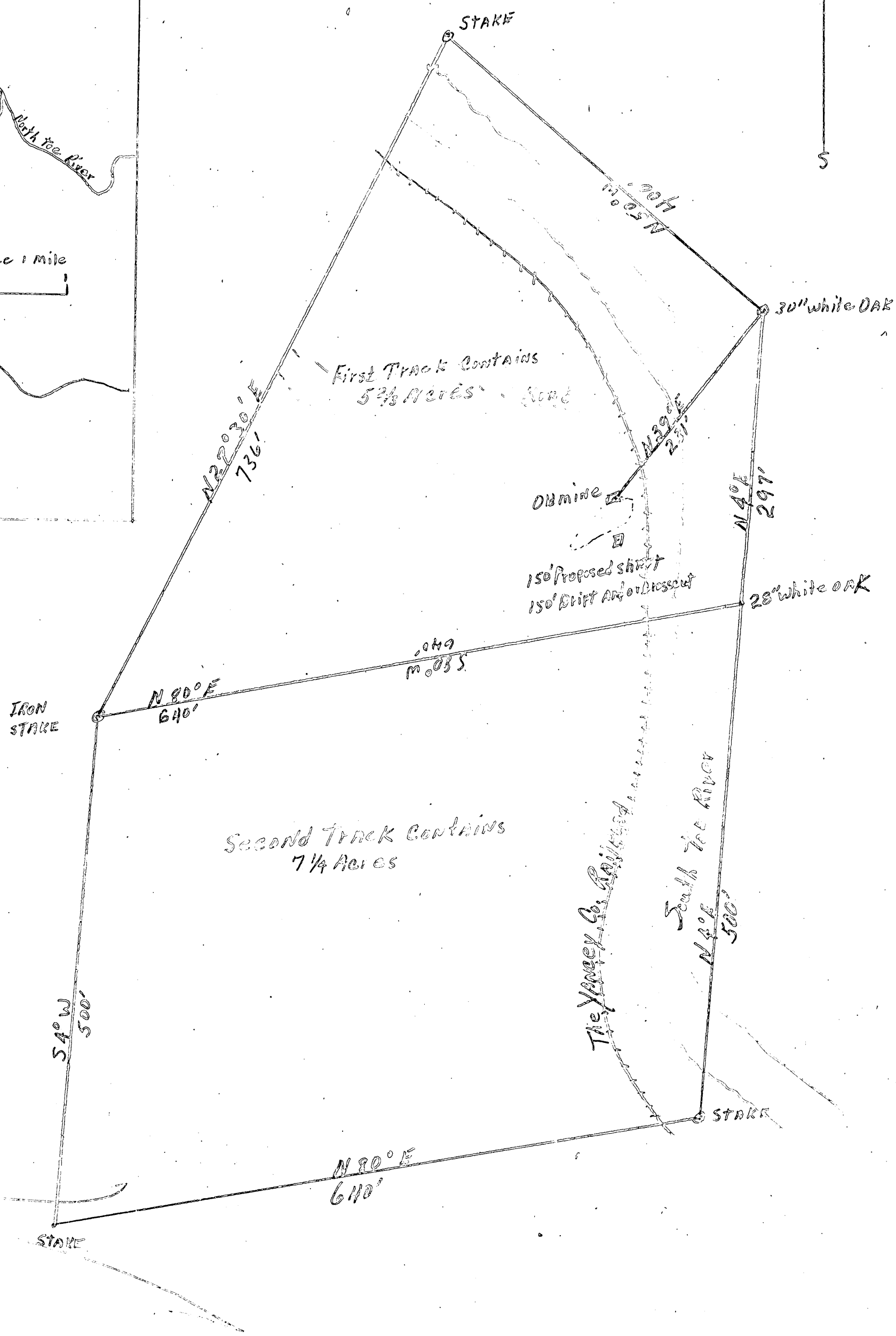
Map No. 1

I

Talley Bent Mine
Property Lines
Scale 1" = 100'



Location Map



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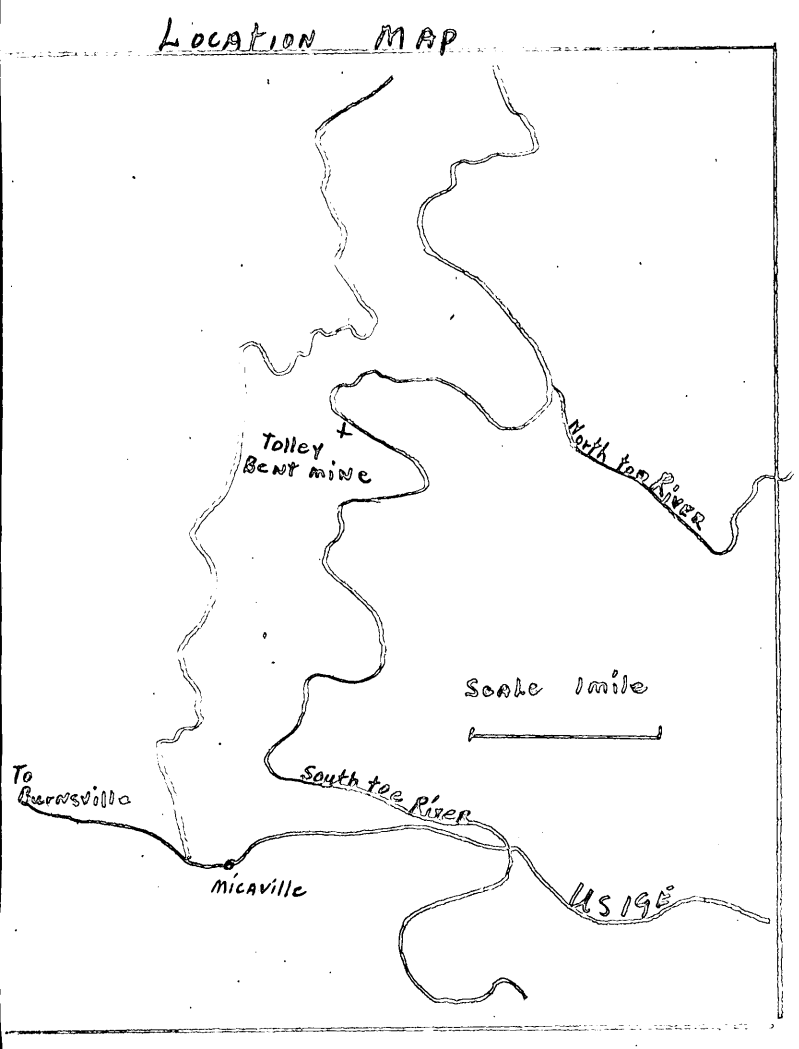
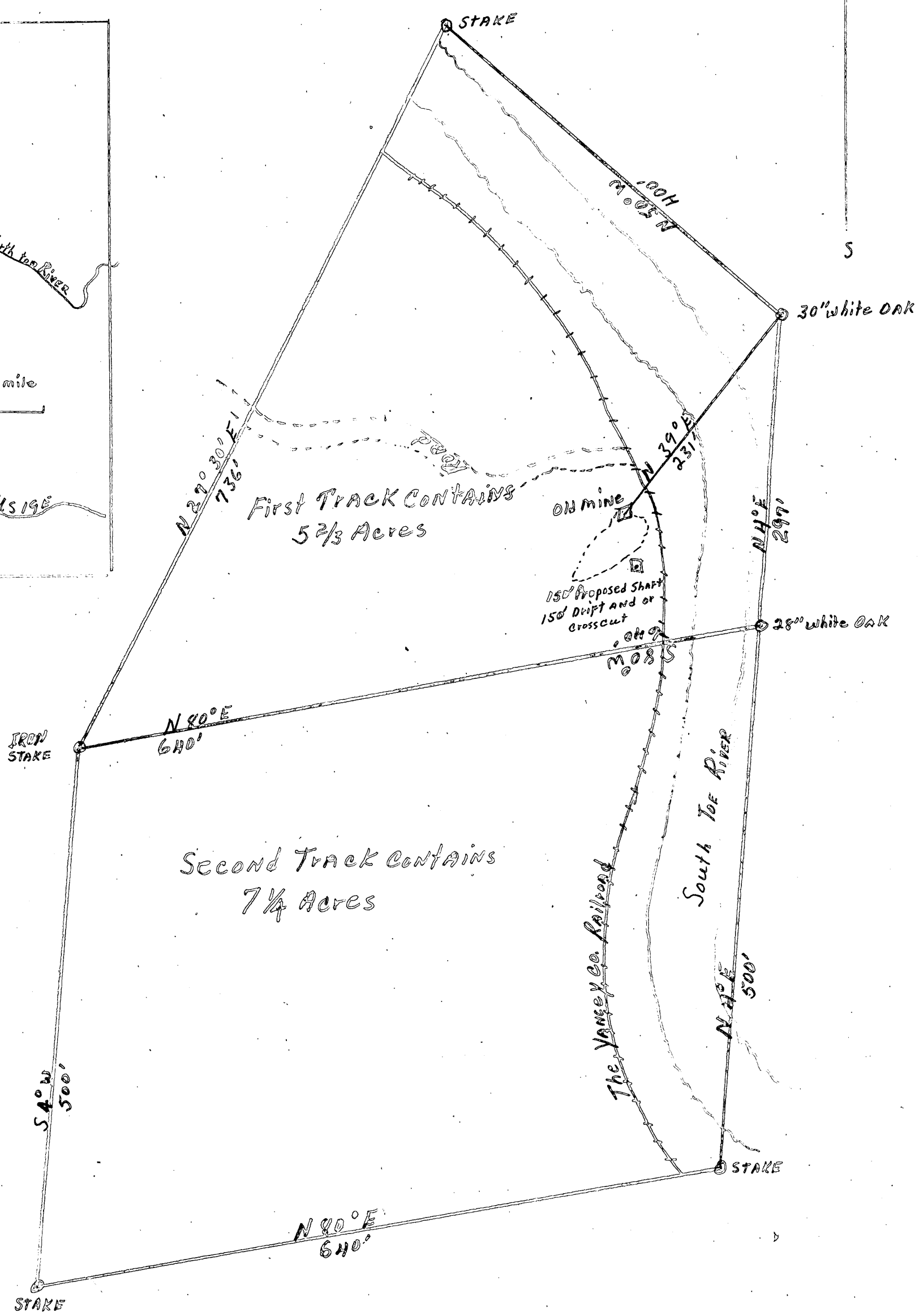
Map No. 1

Tolley Bent Mine
Property Lines
Scale 1" = 100'





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(12-56)

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Date	Surname	Code
5/14	Houk	

600

May 2, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Director, Division of Nonmetallic Minerals

Subject: Evaluation of application and field examination report

Docket No. DMEA-4952-Mica
B T & E Mining Company
Tolley Bent Mine
Yancey County, North Carolina

Denial of application is recommended.

Mica: The mica is reported to be clear with colors ranging from light green to light rum. A small percentage is specked. Generally poor mica in past operations.

Pegmatite: Generally conformable with the foliation of the country rock, occurring in interconnected lenses ranging in thickness from about ½ foot to 15 feet in vicinity of NE end of old workings. Average thickness about 6 feet, with thicknesses at extremities of old stope from about 4 feet to less than ½ foot. The pegmatite pinches out updip at portal. Very likely the vein also pinches out up-plunge toward NE as it has not been observed in outcrop on right bank of River. The apparent thinning of pegmatite at extremities of old stope, particularly to SW and in deeper part of mine, suggests that pinch out also occurs downdip and downplunge.

Workings: Intermittantly since the latter part of the 19th century. Development through 1943 consisted of a large stope 200 feet long and 100 feet deep with maximum width of 15 feet. In 1955 to 1957 new development work comprised a 90 foot inclined shaft and 130 feet of drifting and stoping to the NE of the older workings. Since unwatering in 1955-1957 the mine has caved.

Past production (in pounds):

Years	Sheet	Punch	Scrap	Total
1918,1925-26, 1931	5,460	15,363	?	20,823
1942-43	1,120	14,149	32,000	47,269
1955-57	?	?	?	530

Applicant's proposal:

Bulldoze overburden	$100.00
Powder and Exploder Magazines	50.00
Toolhouse	100.00
150 ft. shaft @ $50/ft.	7,500.00
150 ft. drift @ $40/ft.	6,000.00
Headframe	500.00
Total estimated cost	$14,250.00

Recommendations:

The Field Examiners recommend denial as it appears that the Tolley Bent pegmatite is largely worked out and that there is insufficient evidence to point up a new target of sufficient size and quality to warrant exploration at this time. The Division of Nonmetallic Minerals concurs in the Field Team's recommendation as do the Commodity Members of the Bureau of Mines and the Geological Survey.

LGHouk:gad 5/2/58
Copy to: Admr. R. File
Mr. Houk

DMEA Form 7
(12-56)

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Date	Surname	Code
5/14	Houk	600
5/14	Selfridge	130
5/14	Lewis	130
5/14	Williams	130
"	Johnson	110
"	Mittendorf	100
		220

600

MAY 14 1958

B T & E Mining Company
Box 185
Spruce Pine, North Carolina

Re: Docket No. DMEA-4952-Mica
B T & E Mining Company
Tolley Bent Mine
Yancey County, North Carolina

Gentlemen:

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

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

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica 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 (for)

Administrator

LGHouk:gad 5/5/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

May 13, 1958

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Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4952 (mica)

Applicant: B. T. and E. Mining Company

Name and Location of Property: Tolley Bent Mine, Yancey County, N. C.

Date of Field Team Report: 4/25/58

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 4/29/58

Field Team Recommendation: Recommend denial of DMEA assistance.

Comments:

1. This is an old mine from which a large quantity of muscovite was produced in the past.
2. Although mica is of strategic quality pegmatite veins appear to be pinching out in bottom of old stopes.
3. The field examiners believe the mine to be largely worked out and reserves of strategic mica are estimated to be negligible.

Recommendation:

I concur with the recommendation of the field team for denial of this application.

W. F. Dietrich

W. F. Dietrich

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

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Memorandum

May 7, 1958

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of field examination report, DMEA 4952 (mica), Tolley Bent mine, Yancey County, North Carolina.

The examining team report that the prospects of finding worthwhile new reserves of strategic-grade mica at the Tolley Bent mine are not good. Main basis for their contention is that the mica-bearing pegmatite is worked out.

The Tolley Bent pegmatite appears to be a single pod-shaped body, and the proposed work may extend below the keel of the pegmatite.

I agree with recommendations for denial of the application on the grounds that the proposed work would probably not be successful.

W. P. Williams

W. P. Williams

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

April 25, 1958

DMEA
RECEIVED APR 28 1958

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4952 (mica) Field Examination Report
Tolley Bent Mine, Yancey County, N. C.

Transmitted are three copies of the subject examination report with three maps attached to each copy.

The Field Team concurs with the Field Examiners in their recommendation for denial of this 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
4-30-58
(date)

On-Site Exam Rpt

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UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

DMEA-4952 (mica) TOLLEY BENT MINE
Yancey County, North Carolina

By

Helmuth Wedow, Jr., Geologist
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

V. J. Lynch, Mining Engineer
Bureau of Mines

(DMEA)

April 25, 1958

Reviewed by
DMEA OPERATING COMMITTEE
4-30-58
(date)

FIELD EXAMINATION REPORT

DMEA-4952(mica) TOLLEY BENT MINE
Yancey County, North Carolina

Applicant: B. T. and E. Mining Co., Box 185, Spruce Pine, N.C.

SUMMARY

The Tolley Bent mine on the South Toe River in Yancey County, North Carolina, has been worked intermittantly since the latter part of the 19th century. Partial records show that the mine has produced over 68,000 pounds of mica. Development through 1943 consisted of a large stope 200 feet long and 100 feet deep with a maximum width of 15 feet. This work was on a concordant pegmatite that ranged in thickness from about one-half foot to 15 feet. In 1955 to 1957 new development work comprised a 90-foot inclined shaft and 130 feet of drifting and stoping to the northeast of the older workings. The pegmatite strikes about N 25°E and dips 50 to 60°SE, with a southerly plunge. Its shape is probably pod-like, being elongated in the direction of plunge and pinching out in all directions. Although the mica is reported to be of strategic quality, it apparently became less abundant and poorer in quality toward the bottom of the old stope. On the basis of available information it appears that the Tolley Bent pegmatite is largely worked out and that there is insufficient evidence to point up a new target of sufficient size and quality to warrant exploration at this time. Denial of this application is recommended.

INTRODUCTION

Location:

The Tolley Bent mine is located on the left bank of the South Toe River in Yancey County, N.C. It is 2 1/4 miles N17°E of Micaville and about 1 mile S75°W of the confluence of the North and South Toe Rivers.(See Micaville, 209-NW Quad. N.C.). The main opening to the mine lies about 20 feet above river level at an elevation of approximately 2,400 feet. The tracks of the Black Mountain Railroad pass within a few feet of the mine portal.

The Applicant, the B. T. and E. Mining Company, is a partnership consisting of Hobert Burleson, Burdette Thomas, Jr., and F. E. Ellis, all of Spruce Pine, N. C. This partnership holds leases on two tracts in the vicinity of the Tolley Bent mine. Tract No.I consists of 5-2/3 acres owned by the Western Carolina Mica Company. Tract No.II with 7-1/4 acres (more or less) is owned by Fred and Elmira Young and lies essentially due south of Tract No. I. The bulk of the underground workings lies within the Western Carolina Mica property.

Mine history, workings, and production

The history of the Tolley Bent mine through 1943 is summarized in an unpublished USGS report by J.J. Page dated June 23, 1943. Up to that time the mine had been worked intermittantly by various operators for about 60 years. According to Page the mine in 1943 consisted of

> "... a narrow stope 200 feet long and 100 feet deep which trends S 25°W into the hillside and dips to the southeast at 60°. This stope ranges in width from 5 to 15 feet but averages about 6 feet. At the northeast end, the workings extend under the tracks of the Black Mountain Railroad. Work was done from an inclined haulway and an inclined shaft. The narrow pegmatite was largely mined out, and most of the mine is now largely filled with waste rock on lofts."

In 1955 to 1957 the B. T. and E. Mining Company unwatered the old stope to resume operations. Shortly after the dewatering, old timbers and lofts began to collapse with subsequent slabbing of large blocks from the hanging wall. Although reportedly still largely free of water, the mine is partially blocked by caving and

is unsafe for entry. Also at this time the same Operator sank a 90-foot shaft between the old portal and the river bank. The shaft is reported to be inclined with the dip of the pegmatite, presumably about 60 degrees to the southeast, At the bottom of this shaft a drift was run 130 feet to the northeast, following the pegmatite structure, at about a 3-degree upward slope. The pegmatite was stoped upward from this drift to a height of about 15 feet.

Available records show the production of mica from the Tolley Bent mine as follows:

	Production (in pounds)			
Years	Sheet	Punch	Scrap	Total
1918,1925-26, 1931	5,460	15,363	?	20,823
1942-43	1,120	14,149	32,000	47,269
1955-57	?	?	?	530

Page also reports in 1943 that

> ".....5,000 pounds of block mica, obtained from the bottom of the mine, have not been sold, but comparatively little of this will be sheet mica because of abundant reeves."

U. S. Bureau of Mines records show that the 1955-57 sales from Tolley Bent production consisted to 530.06 pounds of mica selling for $7,323.27, or for an average of $13.82 per pound. The bulk of this mica was presumably won from the newer workings under the river.

GEOLOGY

Much of the following information on geology is taken from the unpublished USGS report by Page.

The country rock in the vicinity of the Tolley Bent mine is interlayered mica and hornblende gneiss. Near pegmatite the gneiss is more schistose and contains biotite. The Tolley Bent pegmatite consists of soda and potash feldspars, muscovite, and quartz. The mica is reported to be clear with colors ranging from light green to light rum. Only a small percentage is specked. Page states that a large part of the mica from the lower part of the mine is "reeved tanglesheet" with intergrown laminae. He also states that the mica found in the upper part of the southwest end of the old stope is reported to be a better quality and was more abundant than that from later operations at the bottom of the mine.

The pegmatite is generally conformable with the foliation of the country rock and occurs in interconnected lenses ranging in thickness from about 1/2 foot to a maximum of 15 feet--the latter being in the vicinity of the northeastern end of the old workings. The average thickness was apparently in the neighborhood of 6 feet with the thicknesses at the extremities of the old stope generally ranging from about 4 feet to less than one-half foot. The thickness of the pegmatite worked in the new stope under the river is not known but is reported to have been "thin." The pegmatite was observed to pinch out updip at the mine portal. Very likely the Tolley Bent vein also pinches out up-plunge toward the northeast, as it has not been observed in outcrop on the right bank of the South Toe River and was reported as "thin" in the new stope under the river. In addition, the apparent thinning of the pegmatite toward the extremities of the old stope, particularly to the south--

west and in the deeper part of the mine, suggests that pinchout also occurs downdip and downplunge. Thus, the Tolley Bent pegmatite may be a single pod-shaped body with local lensing and more or less elongated in the direction of plunge.

CONCLUSION AND RECOMMENDATIONS

The Applicant proposes to sink a 5- by 7-foot vertical shaft to a depth of approximately 150 feet near the right-of-way of the Black Mountain Railroad. The site of the proposed shaft would be at a point about 75 to 80 feet S40°E of the old mine portal. A drift (and/or crosscut) would then be driven approximately 150-feet southwesterly from the bottom of the shaft toward the end of the old workings, presumably following the pegmatite structures along strike. This proposal is essentially the same as that suggested by Page in 1943 for possible future development should operations ever be resumed in the old workings.

The Field Examiners recommend denial of this application for reasons as follows:

1) Very little, if any, reserve potential lies between the proposed drift level and the bottom of the old stope, as the back would very from as little as 10 feet to no more than 40 feet.

2) On the basis of past operations the area below the existing stope is one of potential thinning or "keeling" of the pegmatite containing, generally a poor quality muscovite.

3) The shaft bottom, as plotted, could well be below the keel of the pegmatite and considerable effort might be expended

in unproductive drifting and/or cross-cutting in an effort to regain the main zone.

4) The proposed drift does not extend into new ground southwest of the existing stope.

5) A more preferable exploration target than that proposed would be southwest beyond the limits of the existing workings where there may be an extension of the better quality and quantity of muscovite reported in the "crestal" region of the pegmatite. However, lack of adequate geologic data prevents the precise location of this target.

April 25, 1958

Helmuth Wedow, Jr., Geologist
Geological Survey

L. E. Shirley-Mining Engineer
Bureau of Mines

V. J. Lynch, Mining Engineer
Bureau of Mines

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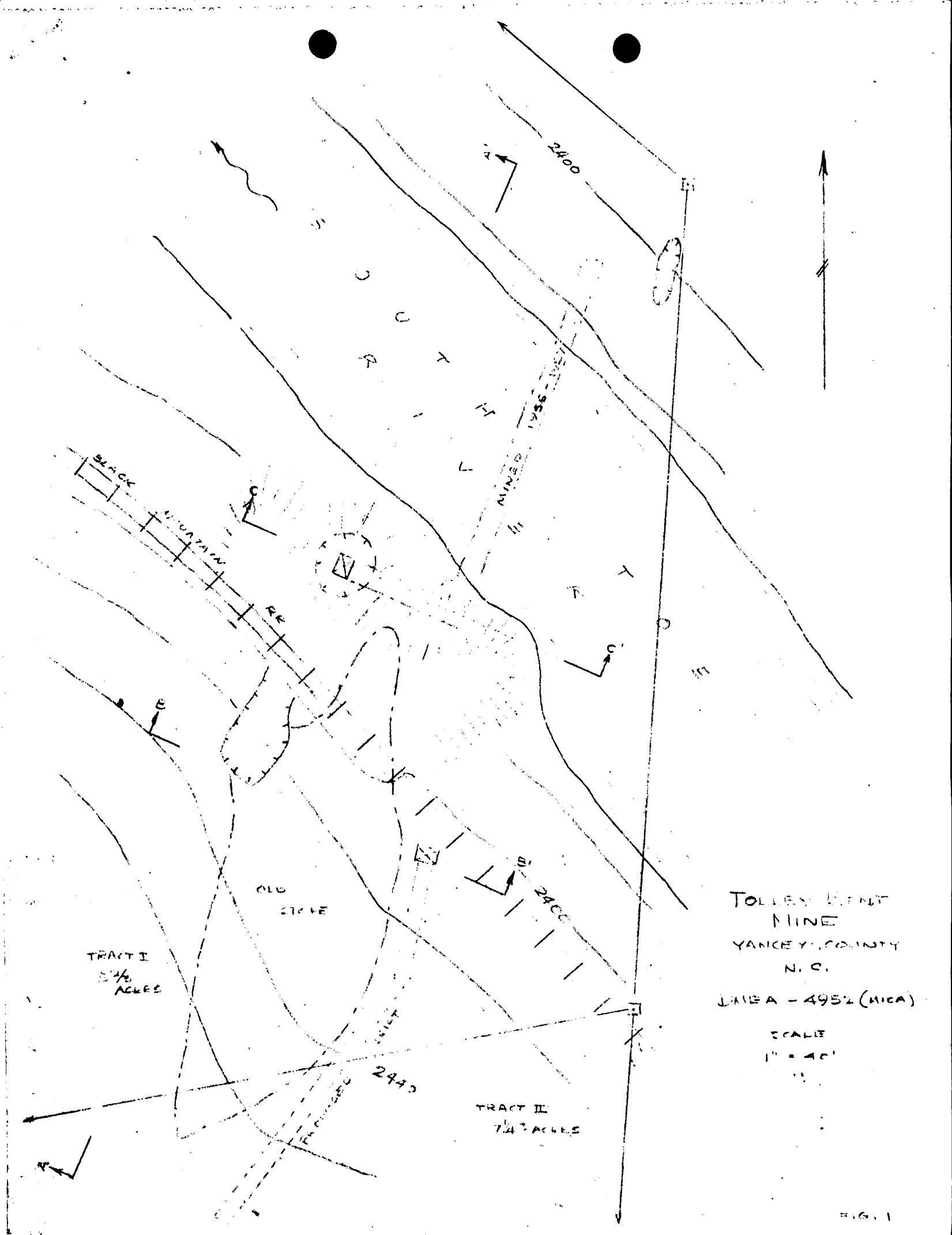
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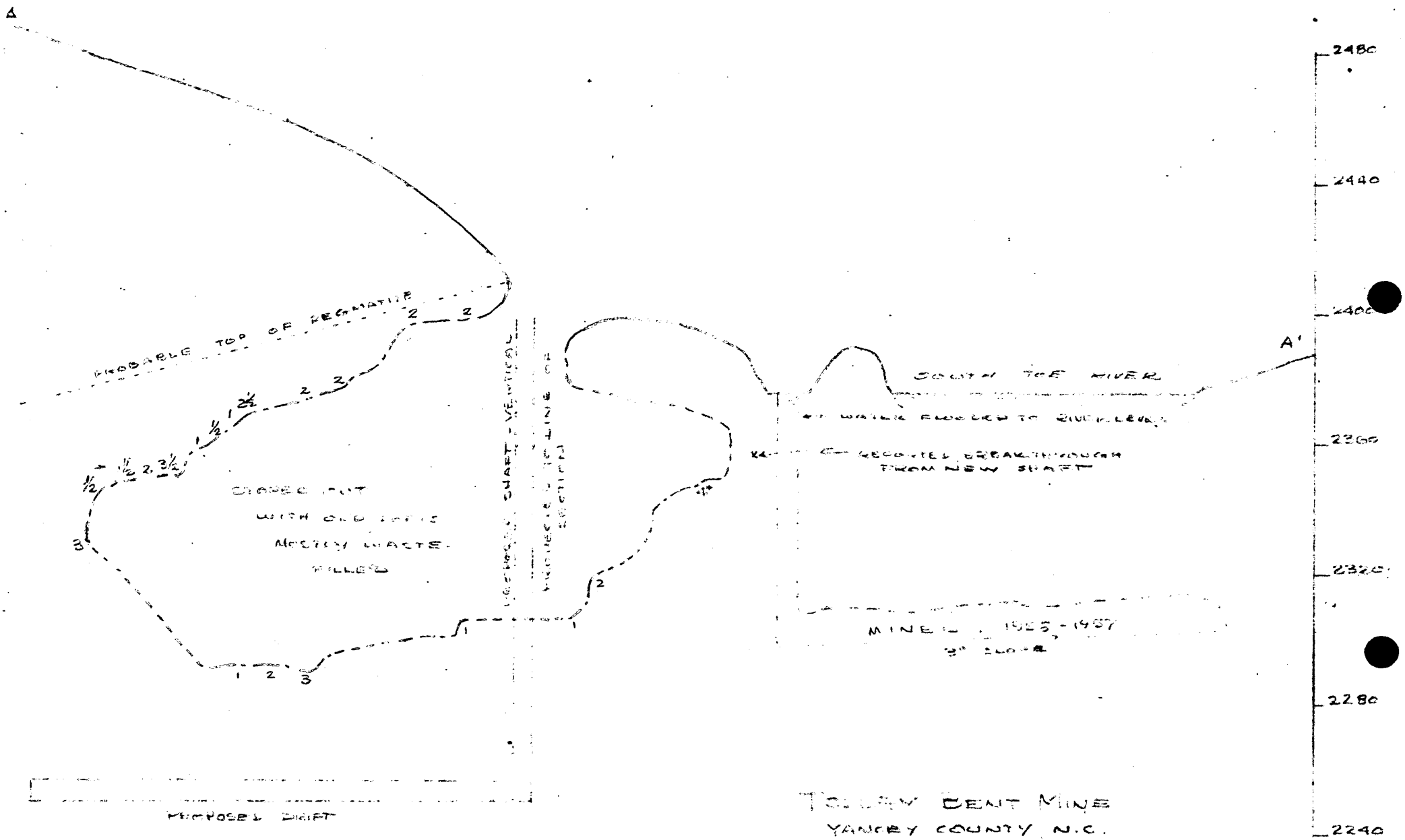
TOLLEY BENT
MINE
YANCEY COUNTY
N. C.
JMBA - 495-2 (MICA)
SCALE
1" = 40'

FIG. 1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CLOSED PIT
WITH OLD TOPS
MOSTLY WASTE
FILLED
PROJECTED DRIFT
SOUTH FOE RIVER
WATER FLOODED TO RIVER LEVEL
RECENTLY BREAKTHROUGH
FROM NEW SHAFT
MINED 1955-1957
TOLLEY BENT MINE
YANCEY COUNTY N.C.
LMEA-4551 (MICA)
SCALE 1" = 40'
LONGITUDINAL SECTION WITH ALL
UNDERGROUND WORKINGS AND
PROPOSED SHAFT AND DRIFT
PROJECTED TO LINE OF SECTION

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DATE	INITIAL	DATE

TOLLEY BENT MINE
YANCEY COUNTY, N C.
UMEA - 4952 (MICA)

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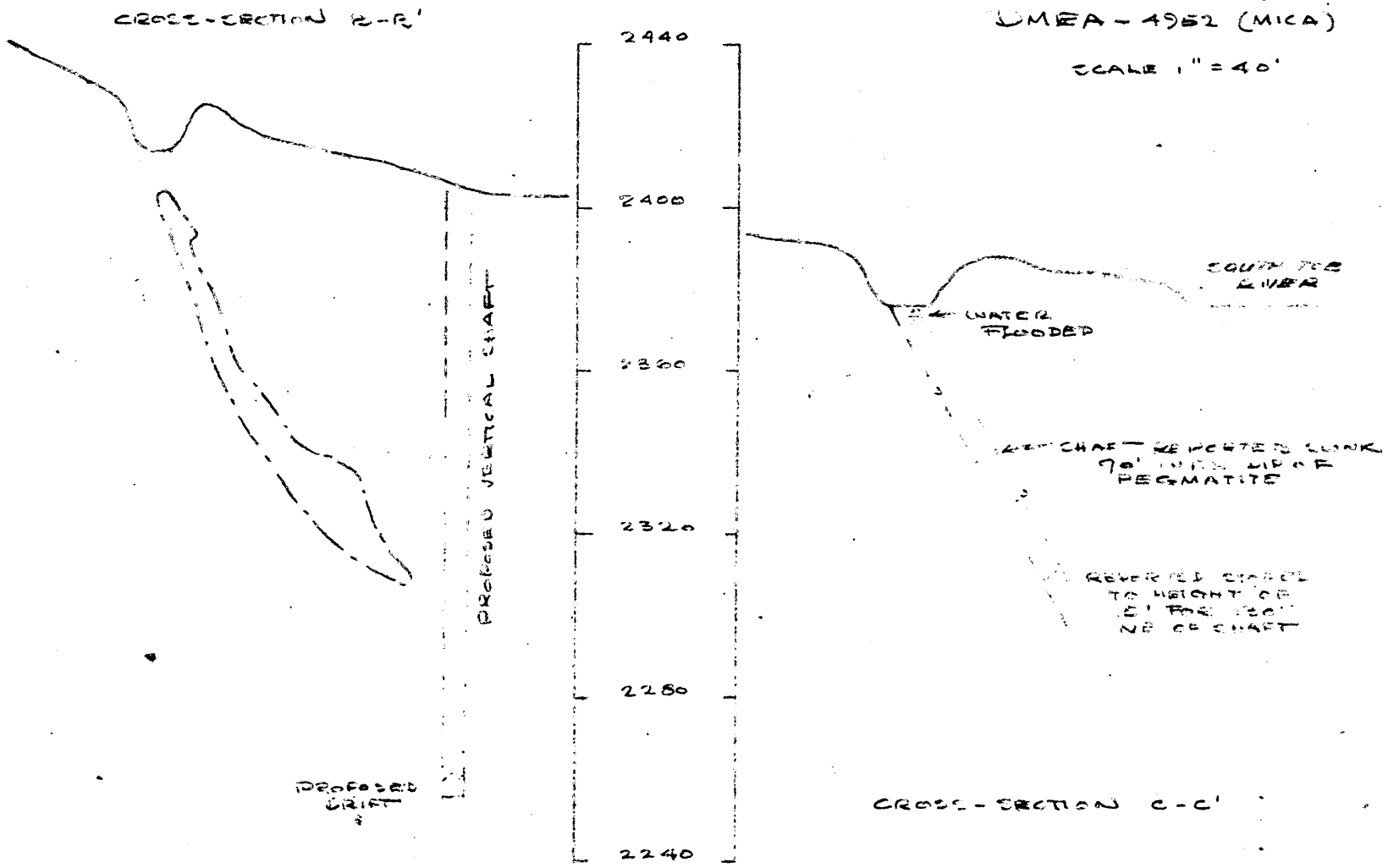

FIG. 3

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Date	Surname	Code
3/21	Houk	600
3/21	Selfridge	130
3/21	Yopes	130
		~~130~~
		~~110~~
		~~100~~
3/24	C	220
		600
3/21	Kiilsgaard	130

600

MAR 21 1958

B T & E Mining Company
Box 185
Spruce Pine, North Carolina

Re: Docket No. DMEA-4952-Mica
B T & E Mining Company
Tolley Bent Mine
Yancey County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals 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 you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

(for)

Administrator

LGHouk:rsi 3/21/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Surnamed by Legal, Audit, Div., Selfridge.

Will stamp "Acting" if signed.
fw

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/21	Houk	600
3/21	[illegible]	130
"	[illegible]	110
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		220

600

MAR 21 1958

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

Re: Docket No. DMEA-4952-Mica
B T & E Mining Company
Tolley Bent Mine
Yancey County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated March 10 and 19, 1958, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

P. F. Yopes (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures 5

LGHouk:rsi 3/21/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

March 19, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4952 (mica)

Applicant: B. T. and E. Mining Company

Name and Location of Property: Tolley Bent Mine
Yancey County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/7/1958

Comments:

1. This is an old mine worked as the Tolley Bent Mine and so referred to on the maps accompanying the application.

2. Bureau of Mines records show that 530.06 pounds of mica from this mine was processed and sold for $7,323.27 from 1955 to 1957.

3. This mine had been closed down in 1943 because mining difficulties were so great further development work did not appear to be justified at the time.

Recommendation:

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.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 20 1958
DATE CODE
3/20 C 220
600

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

FILE COPY
DMEA
RECEIVED MAR 11 1958

DATE	INITIALS	CODE
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		600

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

March 10, 1958
Re: DMEA 4952
B. T. & E. Mining Co.
Tolley Bent Mine
Yancey County, N. C.
$14,250.00 - Mica

Memorandum

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

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

Subject: Review of application

The applicant requests assistance in sinking a vertical shaft 150 feet and drifting 150 feet to get from 15 to 30 feet under an old stope in a 6-foot pegmatite.

Under date of June 26, 1943, J. J. Page said, "Mining was stopped in June 1943 because of the difficulty of removing waste from the mine without new development work. The quality of the mica obtained at that time did not warrant this. The mine is largely filled with waste, and removal of this by means of the inclined haulway and inclined shaft proved to be too costly.

The mica at the upper southwest end of the works is reported to be of better quality and more abundant than that found during recent operations at the bottom of the mine. To obtain this mica, however, a large quantity of waste would have to be removed from the mine. One possibility for future development might be to sink a vertical shaft near the railroad from the bottom of which a horizontal trackway could be run to the southwest end of the mine. A shaft from the surface at the southwest end would have to be at least 180 feet deep. Although the mica at the Tolley Bent mine is of strategic quality, the amount that probably would be obtained in future work does not appear to justify further development at the present time." And a press release dated September 4, 1943, said,"If the mine were to be reopened, it would seem advisable to push the development work toward the southeast, but the difficulties to be overcome are so great that further development work does not now appear to be justified."

Unless wholly new favorable information has been obtained as a result of new work, the proposed work is not warranted.

Referral of the application to the Field Team for an up-to-date appraisal is recommended.

N. E. Nelson

N. E. Nelson

3/10 C 220
3/11 Lynch 600

March 5, 1958

B T & E Mining Company
Box 185
Spruce Pine, North Carolina

RAMEC-4952

Re: Tolley Bent Mine (Mica)
Yancey County, North Carolina

Dear Sir:

Your application for aid in exploring for strategic mica at the Tolley Bent mine in Yancey County, North Carolina, has been forwarded to our Washington office in accordance with established procedure.

We will notify you at least a week in advance, if a field examination is to be made.

Sincerely yours,

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

mg
cc - Operating Committee (2)
Mr. V. J. Lynch
Files

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

March 7, 1958

B T & E Mining Company
Box 185
Spruce Pine, North Carolina

Attention Mr. Burdette Thomas:

Subject: DMEA-4952

Gentlemen:

Your application for exploration assistance, dated February 21, 1958 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4952 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

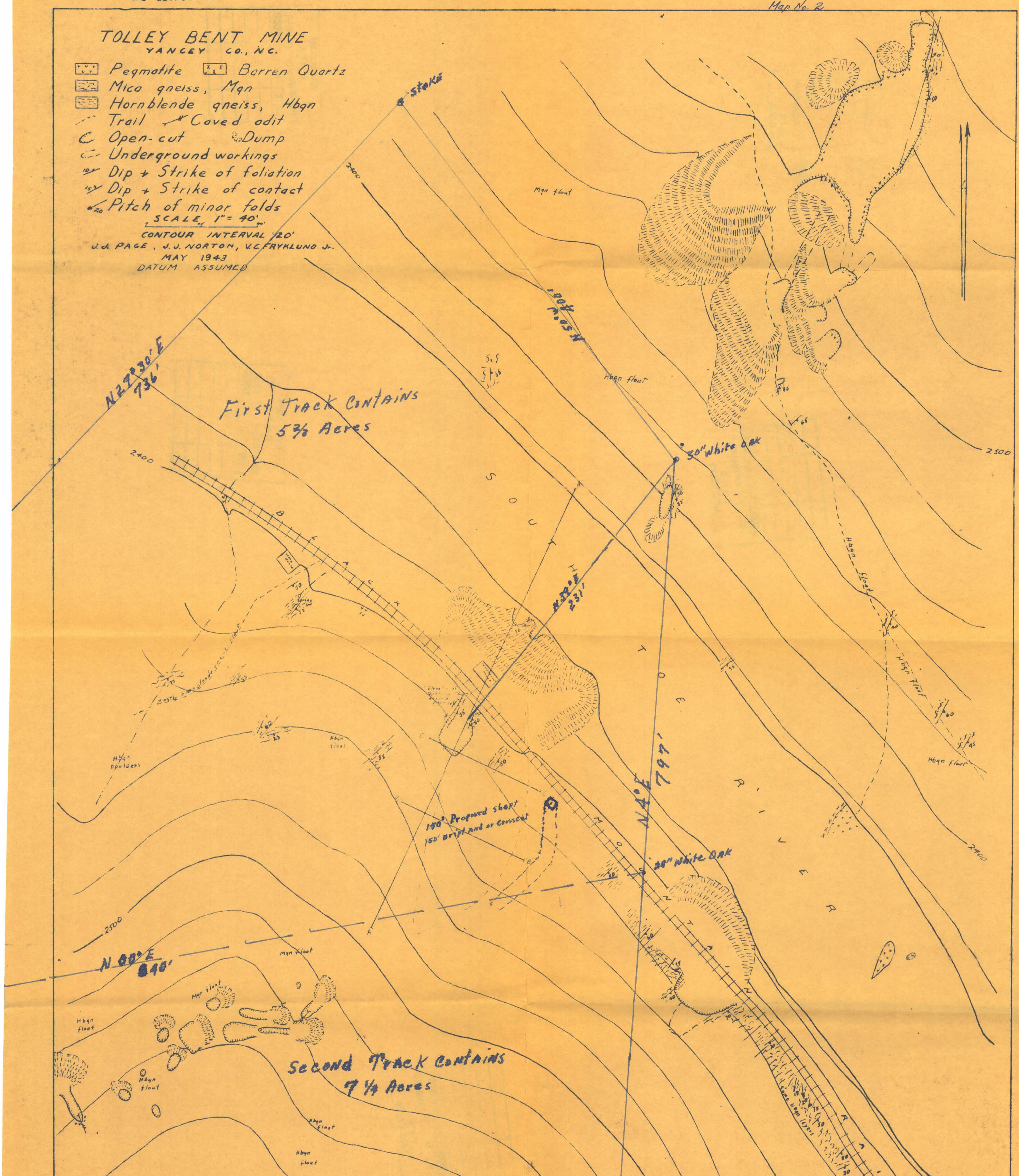
Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: Region V

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH
NORTH CAROLINA DEPARTMENT OF CONSERVATION
AND DEVELOPMENT

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAPS

Map No. 2



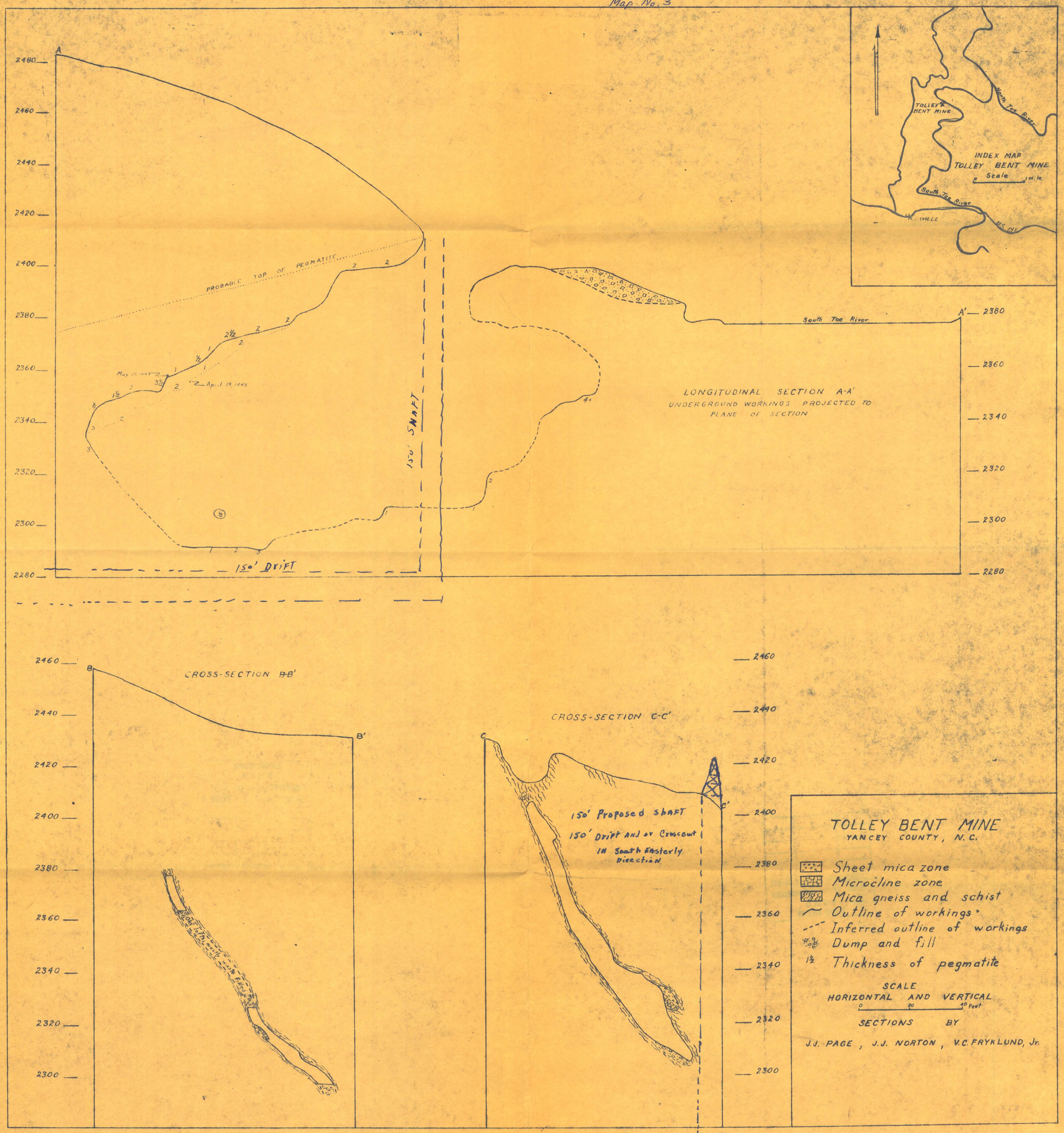
released

Tolley Bent

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH THE
NORTH CAROLINA DEPARTMENT OF
CONSERVATION AND DEVELOPMENT

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAPS

Map No. 3

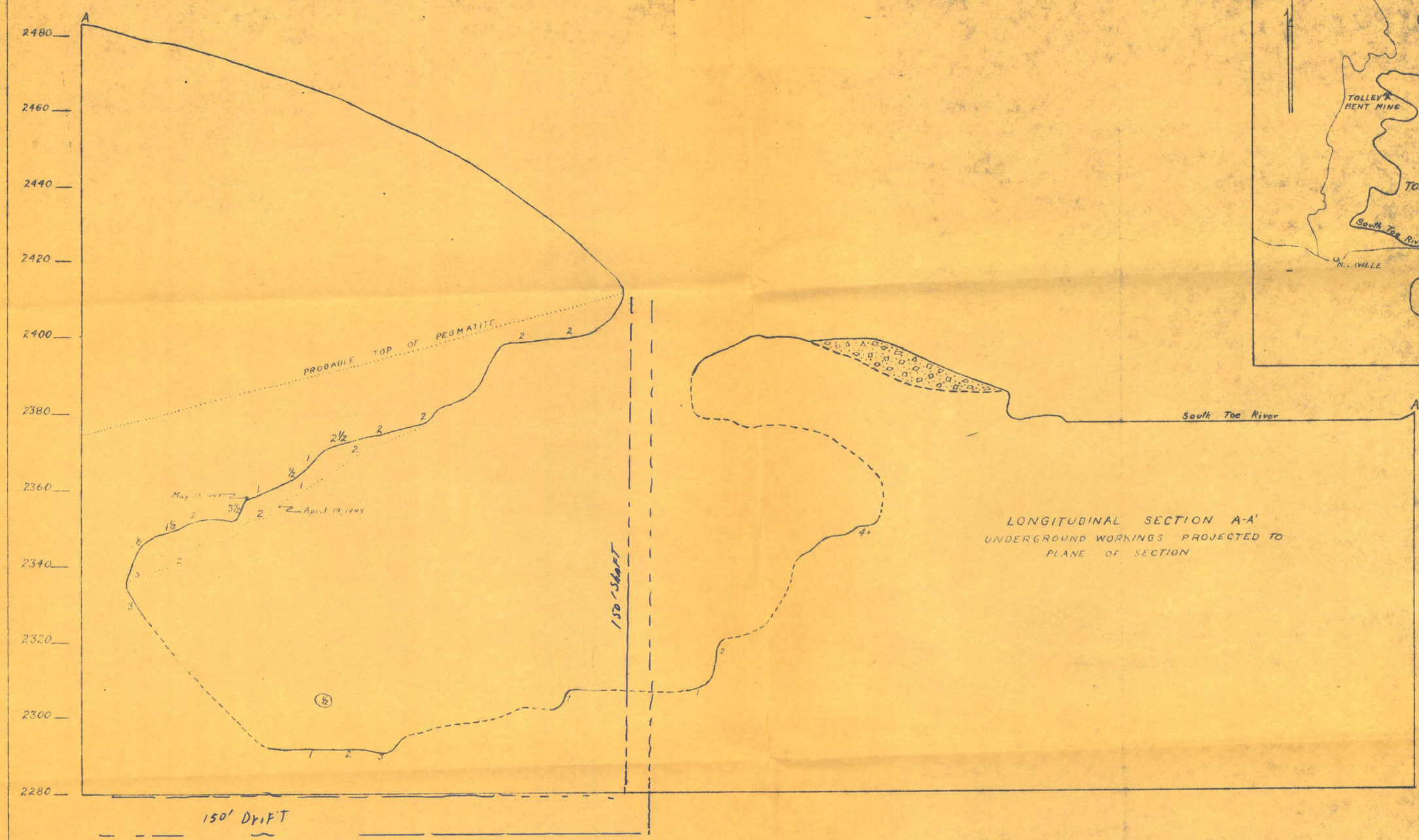


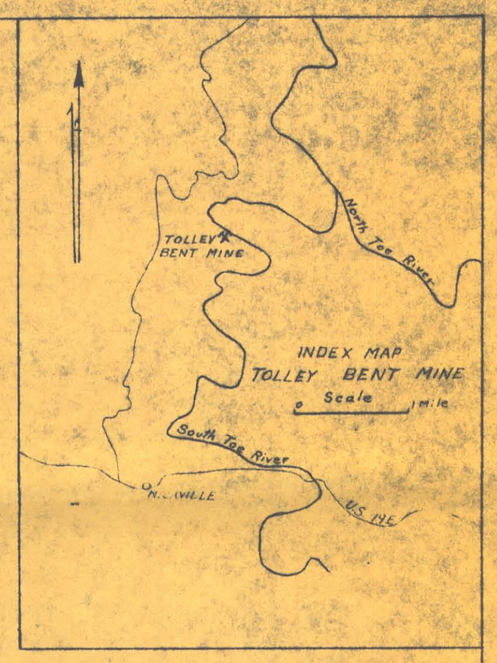
UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH THE
NORTH CAROLINA DEPARTMENT OF
CONSERVATION AND DEVELOPMENT

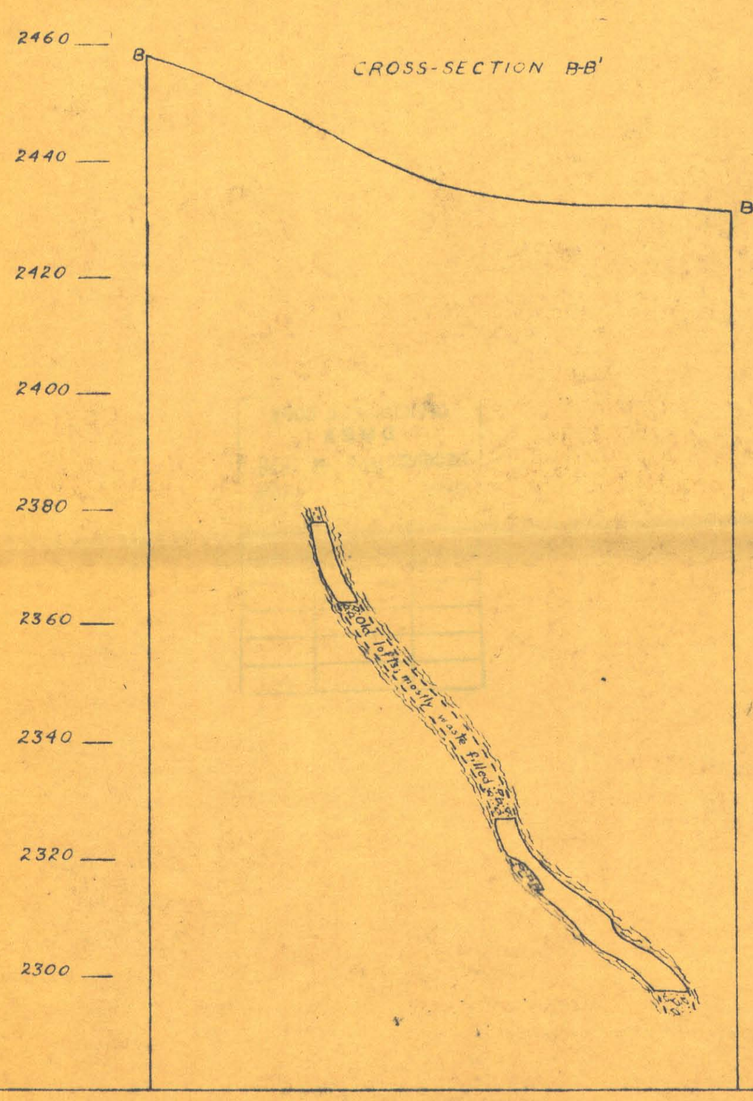
3

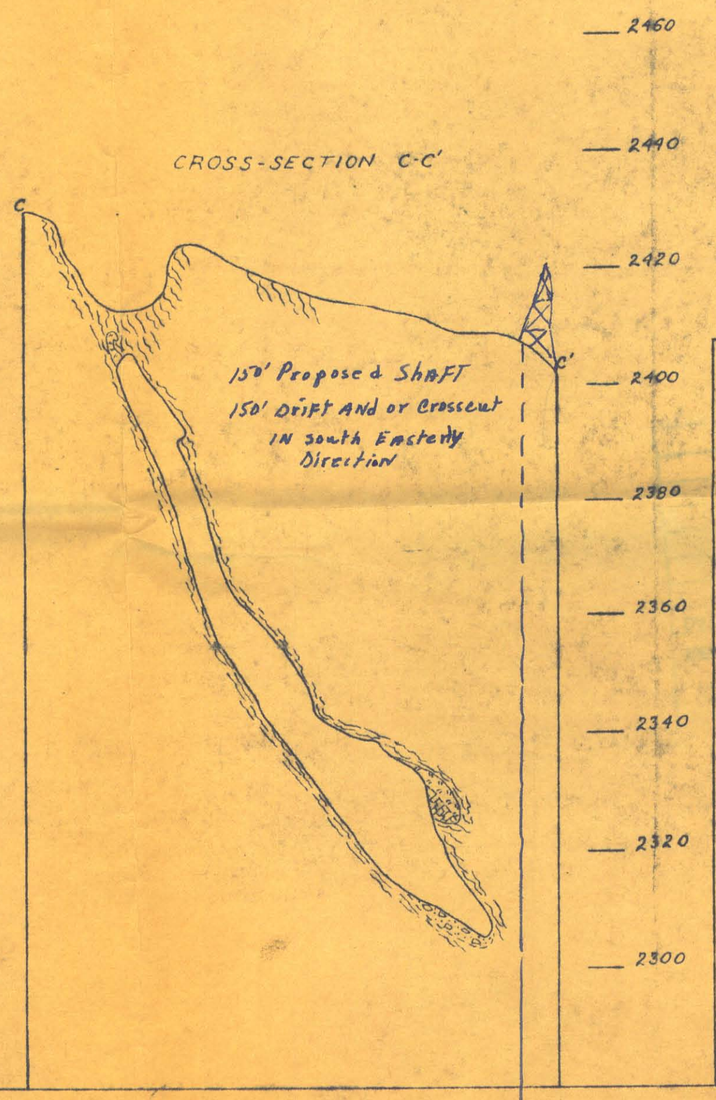
STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAPS

Map No. 3









TOLLEY BENT MINE
YANCEY COUNTY, N.C.

- Sheet mica zone
- Microcline zone
- Mica gneiss and schist
- Outline of workings
- Inferred outline of workings
- Dump and fill
- ½ Thickness of pegmatite

SCALE
HORIZONTAL AND VERTICAL
0 20 40 Feet

SECTIONS BY

J.J. PAGE, J.J. NORTON, V.C. FRYKLUND, Jr.