DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4984

Application
- [ ] 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- [ ] Withdrawn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
- [ ] 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

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 APR 18 1958 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America

Referring to that certain land in the County of Avery, State of North Carolina, described ~~as follows~~ 2/

In lease from Mrs. Carrie G. Avery to Waites W. Avery, Lewie Aldridge and Buena A. Vance recorded in office of Register of Deeds of Avery County, N. C. in Book # 55 at page 174 on the 27th day of March 1958. Lease dated March 17, 1958.

_____,
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: None (State "None" or "See Annex No.____")

Dated this 27 day of March, 1958.

Carrie G Avery	[Seal]	Plumtree, N. C.	[Address]
	[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]

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 APR 18 1955 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described ~~as follows~~ 2/

In lease from Mrs. Carrie G. Avery to Waites W. Avery, Lewie Aldridge and Buena A. Vance recorded in office of Register of Deeds of Avery County, N. C. in Book # 55 at page 174 on the 27th day of March 1958. Lease dated March 17, 1958.

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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;

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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: None (State "None" or "See Annex No.____")

Dated this 27 day of March, 1958.

Carrie G Avery [Seal] Plumtree, N. C. [Address]

_____ [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]

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
APR 18 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described 2/

In lease from Mrs. Carrie G. Avery to Waites W. Avery, Lewie Aldridge and Buena A. Vance recorded in office of Register of Deeds of Avery County, N. C. in Book # 55 at page 174 on the 27th day of March 1958. Lease dated March 17, 1958.

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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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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: None (State "None" or "See Annex No.____")

Dated this 27 day of March, 1956.

Carrie L Avery [Seal] Plantree, N. C. [Address]

_____ [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]

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 DEC 18 1956

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows 2/

In lease from Mrs. Carrie C. Avery to Walter W. Avery, Lewis Aldridge and Norma A. Vance recorded in office of Register of Deeds of Avery County, N. C. in Book 0 55 at page 171 on the 27th day of March 1958. Lease dated March 17, 1958.

_____,
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;

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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: None (State "None" or "See Annex No.____")

Dated this 27 day of March, 1950.

Carrie G Avery	[Seal]	Denver, Colo.	[Address]
	[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]

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 _____

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows: 2/

In lease from Mr. Carter C. Avery to Walton C. Avery, Louis Alexander and Lorne A. Vance recorded in office of Register of Deeds of Avery County, N. C. in Book 8 35 at page 17, on the 27th day of March 1958. Lease dated March 17, 1958.

_____,
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--

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_____

_____

_____

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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: [illegible] (State "None" or "See Annex No.____")

Dated this [illegible] day of [illegible], 195[illegible].

Carrie G Avery [Seal] [illegible] [Address]

_____ [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]

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

April 16, 1958

DMEA
RECEIVED APR 18 1958
DATE | INITIALS | CO.

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Application for Exploration : Lewie Aldridge, Waites W. Avery and Buena Avery Vance. c/o Lewie Aldridge, Spruce Pine, N.C. The Avery Mine, Avery County, N. C. (mica)

There are attached three copies of the subject application with the Mining Lease, 5 copies of the Consent to Lien and a map of the property all sent in by the applicant.

V. J. Lynch

V. J. Lynch

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

EXTRA COPY
DMEA
RECEIVED 18
DATE | INITIALS | CODE

April 16, 1958

Mr. Lewis Aldridge
Spruce Pine, North Carolina

Dear Mr. Aldridge:

Your application on the Avery Mine, Avery County, North Carolina has been received in this office today and is being forwarded to our Washington office.

There is enclosed the Land Owners copy of the Consent to Lien which was included with the copies sent this office.

You will be notified in advance if a field examination is to be made on the property.

Very truly yours,

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V.

z

Lynch
Files
Opr. Com-2

Form MF-103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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)

The Avery Mine
c/o Lewie Aldridge
Spruce Pine, N. C.

RECEIVED APR 18 1958

APPLICANT NOT TO USE THIS BLOCK

Docket Number: DMEA-4984
Date Received: 4-18-58
Government Participation %:
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
~~B~~ Lewie Aldridge	Spruce Pine N. C.	Partner
Waites W. Avery	Plumtree, N. C.	Partner
Buena Avery Vance	Plumtree, N. C.	Partner

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

Estimated Cost of Project: $

LOCATION OF PROPERTY

Name	County	State
The Avery Mine,	Avery	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.

4-14-58
Dated

RECEIVED APR 16 1958 U. S. Geological Survey Contracts Division Denver, Colo.

Lewie Aldridge
BY (Signature)

Partner
Title

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

Application for Aid in and Exploration Project Pursuant to DMEA Order 1.

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DMEA
RECEIVED APR 18 1958
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1- (a) Property is in Toe River Township, Avery County, North Carolina. We have a lease covering a specific plot of land adjoining, but not a part of, the Meadow mines. The land covered by the lease lies within an 150 Acre tract of land owned by Mrs. Carrie G. Avery.

(b) The Avery Mine

(c) A lease from Mrs. Carrie Avery of Plumtree, N.C. Copy of lease attached.

(d) None

2- (a) There has been some tunnels run on the S.W. corner of this plot which produced some statgic quality # 1 Mica. No workings have been made at the prospect we want to work but it is adjoining and on the same lead as the Meadow Mine which is well known for it has been a big producer for years.

(b) We have done no work on the land covered by the lease but all three applic ants have mined in the Meadow Mine.

(c) There has been no production from this prospect but if necessary we can get copies of sales made by the meadow mine near by this prospect, also samples. We feel sure this prospect will produce the same quality of mica which is a high grade green mica.

(d) There is plenty of Pegmatite and a large area of vein to explore. No maps nor assays reports available on this particular plot.

(e) See sketch attached.

(f) We expect to find mica because there is plenty of pegmatite and all indications of a good size deposit.

(g) None of these available.

3- (a) Waites Avery and Lewie Aldridge will meet the DMEA examiners and go with them to the Prospect. It is 1¼ miles north of Plumtree on 19 E and the access road is the same road that leads to the Meadow Mine. It is easily accessible by car.

(b) Spruce Pine, N. C. is both shipping and supply point. Employees will be loca miners who can drivefrom their homes to the mines in a few minutes.

4- (a) We would like 4 holes of core drilling, each hole around 200 feet if necessary. We would like for the 4 holes to be in line on the south east side of the propery and we would like to sink a 150 feet of shaft. See sketch attached.

(b) Road already into property.

5- (1) Lewie Aldridge has had several years experience mining and is operatig several mines at this time.

(2) Waites Avery has mined all his adult life. He has operated his own mines since 1939.

(3) Buena A. Vance has had nineteen years experience in mine operations, either as mine operator or mine bookkeeping.

Application for Aid in an Exploration Project pursuant to DMEA Order 1.

6- (a) We would like for the core drilling to be under and independant contract to a Core drilling contractor and we would like the shaft contract to be on a cost of Unit per foot basis, estimated as follows:

4- holes of core drilling 200 feet each @ $8.00 per foot.....	$6400.00
1- shaft 250 feet @ $45.00 per foot.....	11250.00
Total extimated cost	$17650.00

(b) None

(c) Not applicable on a cost of unit basis.

(d) We furnish this.

(e) We will accept the examiners' estimate on this.

(f) None

(g) Not applicable

7- (a) Yes

(b) Money

Certification signed on form MF-103 which is a part of this application.

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DMEA
RECEIVED APR 18 1958
DATE | INIT. | CODE

MINING LEASE

State of North Carolina Avery County:

This indenture made this 17 day of March, 1958

between Carrie G. Avery

of Plumtree, Avery County and State of North Carolina as party of the first part, and known as lessor, and Waites W. Avery, Lewie Aldridge and Buena A. Vance All of

of Plumtree, Avery 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:

Beginning on a stake the same being located S.50 feet from what is known as the Avery Prospect, thence, S.250 Feet to stake, thence W. 300 feet to an iron stake, thence N.600 feet to a stake, thence S. 600 feet to a stake, thence W. 300 feet to the point of closure. The Southwest corner of the legal description being located N 6° West 320 feet from Waites Avery dwelling house. The prospect located aproximately 1-2/10 miles north of Plumtree, N. C.

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 operations 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 the 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 party of the first part, or his or their heirs or assigns, a rental royalty of Fifty Cents of all Feldspar, One eighth of all mica

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 operation then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

~~AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of ..... said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalty payments, cash 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 bind the party of the second part to specific performance of this option contract.~~

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

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

Witness:

Carrie G. Avery (Seal)

Waites Avery (Seal)

Lewie Aldridge (Seal)

Buena Vance (Seal)

(See back for Notarization)

Witness my hand and seal this the 17th. day of March 1958

NORTH CAROLINA

AVERY COUNTY

Personally came before me this day Carrie G. Avery, the lessor and Waites W. Avery, Lewie Aldridge and Buena A. Vance, the lessees who each signed and acknowledged the due execution of the mining lease for the purposes therein expressed.

Witness my hand and seal this the 17th. day of March 1958

SEAL

_____
Notary Public

My Commission expires _____

U. S. Government Messenger Envelope

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

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~~Fiscal Mr Shoaf~~	RUN STOP	~~[illegible]~~	RUN STOP
~~F. & P. - Code 500~~	RUN STOP	~~Mr. Rita Black 5W43 [illegible]~~	RUN STOP
Mr. [redacted]	RUN STOP 29	[redacted]	RUN STOP
[redacted]	RUN STOP	[redacted]	RUN STOP
[redacted]	RUN STOP	[redacted]	RUN STOP
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7/15	Anderson	600
7/15	Houk	600
7/16	Martin	130
7/16	Kiilsgaard	130
7/16	Kanto	130
"	Johnson	110
"	Mittendorf	100
		220

600

JUL 16 1958

The Avery Mine
c/o Mr. Lewie Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4984-Mica
Lewie Aldridge, et al.
The Avery Mine
Avery County, North Carolina

Gentlemen:

We regret that we were unable to completely process your application for exploration aid prior to June 30, 1958, the termination date for approving new contracts, as announced by the enclosed copy of a news release of June 6, 1958.

However, had the processing been completed, we would have been unable to approve a project based upon the information available to us in Washington concerning your property.

We wish to thank you for your interest in the DMEA program and for bringing the exploration plan to our attention.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

Enclosure

WCAnderson:rsi 7/15/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Field Team, Region V
Mr. Houk

8623

DMEA Form 7
(12-56)

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Date	Surname	Code
7/15	Anderson	600
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600

July 7, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report.
Docket No. DMEA-4984-Mica
Lewie Aldridge, Waites W. Avery,
and Buena Avery Vance
The Avery Mine
Avery County, North Carolina

Mica: No data available as to production or quality.

Pegmatite: No description given in Field Team examination report. Applicant believes a pegmatite (Meadow pegmatite, the target pegmatite) plunges south, but examining engineers say it plunges north and northwest, and has been removed by erosion from the area where the Applicant wished to explore.

Old Workings: The lease area for the Avery Mine includes portals 3, 4, and 5 of the Meadow, which has been worked intermittently since 1875. Applicants proposed work is in area south of portal 5, which area, according to examiners, lacks a target pegmatite. No data available on extent of old workings.

Method of exploring: Applicant's proposed exploration project:

4 - 200 feet holes of core drilling @ $8.00/ft.	$6,400.00
250 feet of shaft @ $45.00/ft.	11,250.00
Total amount requested	$17,650.00

Recommendation: The Field Team recommends denial of this application because of the complete lack of a target pegmatite. The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and Geological Survey concur.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 7/7/58
Copy to: Admr. R. File
Mr. Houk

8623

IN REPLY REFER TO:

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Memorandum		

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

July 7, 1958
Re: DMEA 4984
Lewie Aldridge
Avery County, N. C.
Avery Mine
$17,650 - Mica

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

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

Subject: Review of Field Team Report

The applicant requested assistance in doing deep exploratory work in a pegmatite by diamond drilling and shaft sinking. The pegmatite to be explored was said by the applicant to be the same as that being exploited in the Meadow Mine.

The applicant assumed the pegmatite plunges south and would be found beneath old dumps and overburden. Instead, as indicated by maps and outcrops, the Meadow pegmatite plunges northwest and the part that may have been contained within the lines of the applicant's property has been removed by erosion. Therefore, that pegmatite offers no target and the general target offered by unknown pegmatites does not justify the proposed work.

The examiners recommend that the application be denied. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

July 3, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 4984 (mica)

Applicant: Lewie Aldridge, et al

Name and Location of Property: Avery Mine,
Avery County, North Carolina

Date of Field Team Report: June 27, 1958

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: July 1, 1958

Field Team Recommendation: Recommend denial of application.

Comments:

1. Interest was initiated at this prospect in the hope of exploring possible extension of mica-bearing pegmatite on adjacent Meadows Mine.

2. Geologic data indicate that the mica-bearing pegmatite has been removed by erosion in area where applicant wishes to explore.

3. No geologic target for exploration exists on this prospect.

Recommendation:

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

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W. F. Dietrich

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

June 27, 1958

RECEIVED JUN 30 1958

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7/2	HB	130
7/3	C	220
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Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report - DMEA-4984-mica
Avery Mine, Avery County, N.C.
Lewie Aldridge, Applicant, Spruce Pine, N.C.

Transmitted are three copies of the subject examination report.

The Field Team concurs with the Field Examiners in their recommendation for denial of the application.

Robert A. Laurence

Robert A. Laurence
Executive Officer, DMEA
Region V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Z

Reviewed by
DMEA OPERATING COMMITTEE
7-2-58
(date)

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UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

DMEA-4984 (mica) AVERY MINE
Avery County, N. C.

F. G. Lesure, Geologist
Geological Survey (DMEA)

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

June 27, 1958

Reviewed by
DMEA OPERATING COMMITTEE
7-2-58
(date)

DMEA

FIELD EXAMINATION REPORT

ON

DMEA-4984 (mica) AVERY MINE
Avery County, N. C.

Applicant: Lewie Aldridge, et al. Spruce Pine, North Carolina

SUMMARY

The lease area of the Avery "mine" includes the southern portals of the Meadow Mine. The available data suggest that the Meadow pegmatite has been removed by erosion from the area in which the Applicant wishes to explore. There are no outcrops and no definite geologic target in this area. We recommend that exploration assistance be denied.

INTRODUCTION

Location: The Avery mine is adjacent to the Meadow mine on the east slope of a steep hill on the west side of the North Toe River, 1 1/4 miles N20°W of Plumtree in Avery County, North Carolina (Carvers Gap, N.C.-Tenn. TVA 1;24,000). The mine can be reached by car on a short mine road leading west of U.S. 19E north of Plumtree.

Examination: The examination of the Avery mine was made May 6, 1958 and lasted three hours. Mr. Lewie Aldridge and Mr. Waites Avery accompanied the Examiners.

History: The Meadow mine was opened by Sam Landers in 1875 and has been operated intermittently since then. Extensive mining has been done since the war-time mapping and some mining was going on at the time of the examination in the large cut west of the main workings. According to the Applicant, Dave Dellinger, Gene Penland, and Robert Guy sank an incline in 1956 between

Portals # 3 and # 4. This work is now caved and inaccessible. No data concerning production from this work are available. The lease area for the Avery mine includes Portals 3, 4 and 5 of the Meadow mine. The Applicant's proposed work is in the area south of Portal 4.

GEOLOGY

The geology of the Meadow mine has been described by J. J. Page (1943, Meadow mine, U.S. Geol. Survey unpublished manuscript) and Olson (1944, Economic Geology of the Spruce Pine Pegmatite District, N.C. Dept. of Conserv & Develop. Bull.43,p.56, pl.6). The area the Applicant wishes to explore contains no outcrops and is partly covered by dump material. A generalized section constructed from the maps and sections of Page and Norton suggests that the Meadow pegmatite does not plunge under the area south of Portal 4, but instead plunges north or northwest from the area of the portal. The line of coutcrop southwest of Portal 4 supports this conclusion. The drilling proposed by the Applicant would therefore be collared below the target and any pegmatite encountered would be a new unexposed body. Although pegmatite may have been found in the recent incline that is now caved, no geologic target was visible at the time of the examination.

RECOMMENDATIONS

We recommend that exploration assistance be denied because of the lack of a geologic target. The target pegmatite does not

plunge south as the Applicant believes but plunges north or northwest. This pegmatite has been removed by erosion from the area where the Applicant wishes to explore.

F. G. Lesure, Geologist
Geological Survey (DMEA)

S. A. Feitler, Mining Engineer
Bureau of Mines (DMEA)

June 27, 1958

Z

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(12-56)

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4/30	Lovett	130
4/30	Rogers	120
"	Johnson	110
"	Mittendorf	100
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		600
Mica		

600

MAY 1 1958

The Avery Mine
c/o Mr. Lewie Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4984-Mica
Lewie Aldridge et al.
The Avery Mine
Avery 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,

C. O. Mittendorf

Administrator

LGHouk:rsi 4/30/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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MAY 1 1958

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

Re: Docket No. DMEA-4904-Mica
Lewis Aldridge et al.
The Avery Mine
Avery 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 April 23 and 25, 1958, by Mr. W. F. Dietrich, USGS, and Mr. T. H. Kiilsgaard, USGS, 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

Approved:

Frank D. Lamb
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Enclosures 5

LGHouk:rsi 4/30/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

IN REPLY REFER TO:

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

RECEIVED APR 28 1958

DATE	INITIALS	CODE
4/28	C	220
		66

Memorandum

April 25, 1958

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, DMEA Docket 4984, (mica), The Avery Mine, Avery County, North Carolina.

The applicant proposes to explore the Avery mine which is adjacent to the Meadow mine, and presumably on the same pegmatite. The Meadow mine has been one of the largest producers of stained mica in Avery County, North Carolina. There is an abundance of information on this property. We do not, however, have any information on the Avery mine and without knowing its exact position with respect to the Meadow mine, we are unable to present any evaluation of this property.

The proposed exploration project is to consist of 4 diamond drill holes to test the downward continuation of the pegmatite, to be followed by a 250-foot shaft. Estimated cost of the program is $17,650.

The proposed project is somewhat of a departure from the usual mica exploration and apparently represents an honest endeavor to explore this pegmatite at some distance below the outcrop. As the target area joins a known producer, it may have some merit.

I recommend the application be referred to the Field Team for examination and report.

T. H. Kiilsgaard

T. H. Kiilsgaard

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

April 23, 1958

Memorandum

To: ~~Nonmetallic Minerals~~ Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4984 (mica)

Applicant: Lewie Aldridge et al.

Name and Location of Property: The Avery Mine, Avery County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Mtls. 4/21/58

Comments:

1. Applicants state this is a new prospect but is adjacent to the Meadow Mine which has been a good producer of strategic mica.
2. Applicants further state there is plenty of pegmatite material visible.
3. Estimated cost for core drilling, which gives only limited information, seems excessive.
4. Consideration might be given to a staged project with sufficient bulldozing of trenches as Stage I to trace potential pegmatite vein, before sinking a shaft.

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.

W. F. Dietrich

W. F. Dietrich

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

April 18, 1958

Mr. Lewis Aldridge
The Avery Mine
Spruce Pine, North Carolina

Subject: DMEA-4984

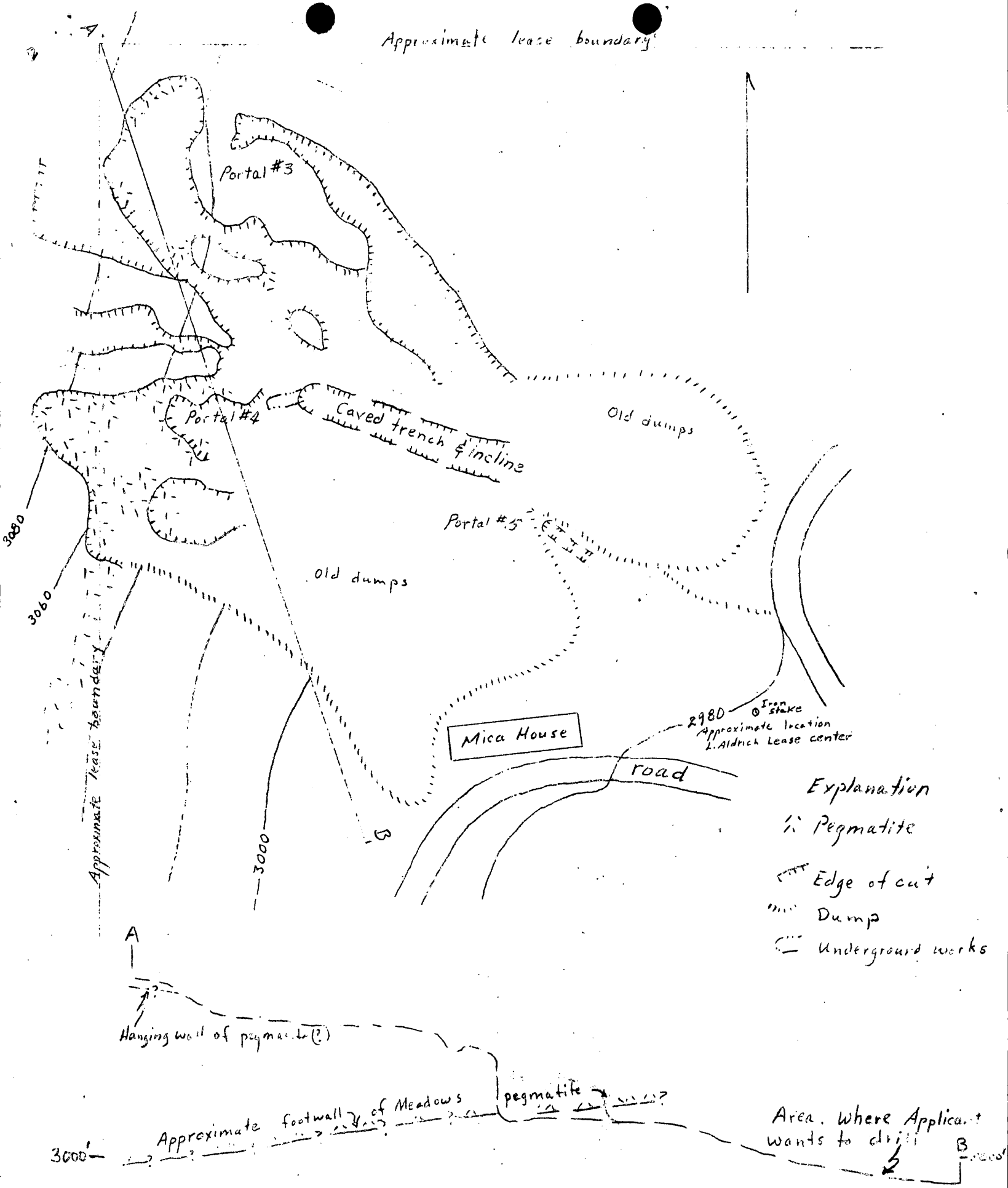
Dear Mr. Aldridge:

Your application for exploration assistance, dated April 14, 1958 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4984 and referred to the Nonmetallic 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.



The Avery (Meadow) mine

Avery County, North Carolina

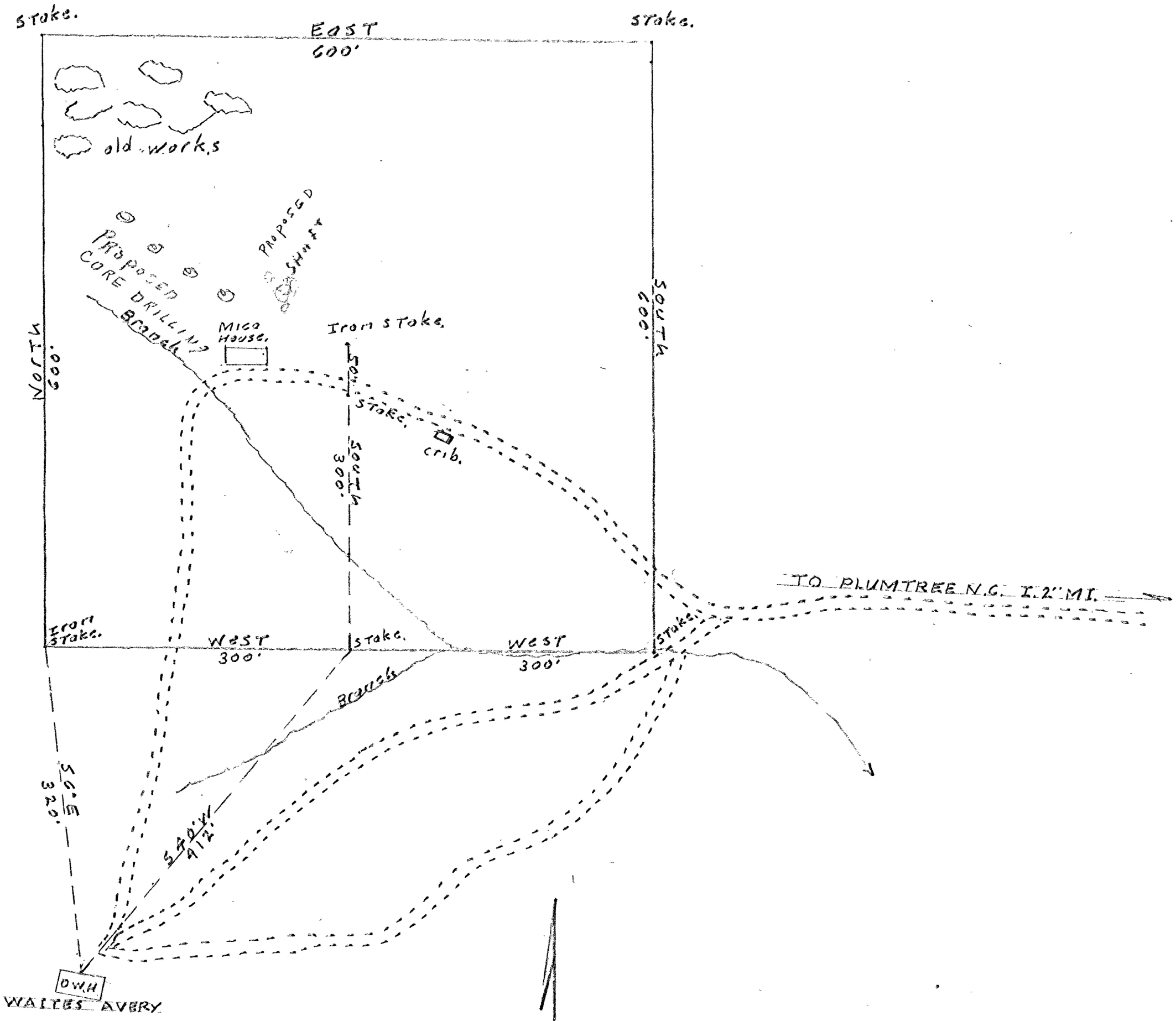
DMEA 4984

Modified after J.J. Page & J.W. Norton, 1943

DMEA
RECEIVED JUN 30 1958

DATE	INITIALS	CODE

SKETCH



AVERY PROSPECT LOCATED APPR-
1.2" MILES NORTH OF PLUMTREE N.C.
BOUNDRY CONTAINS 150. ACRES
RECORDED IN BOOK # , PAIGE ,
NEWLAND AVERY CO. N.C.
DATE. MAR. 14. 1958
SCALE. 1" = 100'

N