DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-2831

DO NOT DETACH THIS SLIP

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This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

CYS TO USBM, USGS, 1 cy retained Reg. VII

To:	Code 600 Rm 4637	Date	12/30/52.
To:	Robertson	Date	12/30/52
To:	Oper. Com.	Date	2-13-53
To:	130	Date	3-25-57
To:	110	Date	3-25-57
To:	130	Date	4-17-57
To:	110	Date	4-17-57
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:

Robertson
Hunt
Dalton
Lemmon
Hedges
Selfridge

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

FEB 1 3 1953

Mr. D. J. Blevins
Box 576
Spruce Pine, North Carolina

Subject: Docket No. DMEA-231 - Mica
Lawson Mine
Pickens County, Georgia

Dear Mr. Blevins:

Your application for exploration assistance at the Lawson Mine in Pickens County, Georgia, has been reviewed by the Defense Minerals Exploration Administration.

The use of Government funds in an exploration project is considered justified only if evidence is available to show that the project has a reasonably good chance of resulting in the discovery or development of strategic minerals in sufficient quantity to significantly improve the minerals supply for National Defense.

J.C. 2/13/53

The evidence that you have submitted, and other available information, does not show that the probability of making a significant discovery of strategic mica is sufficiently encouraging to justify Government participation in the proposed work; therefore, your application for assistance is denied.

Your interest in the Defense Minerals Exploration Administration's program to aid the minerals supply for National Defense is appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

JRobertson.gad 2/10/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

February 10, 1953

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: J. T. Robertson, Nonmetallic Minerals Division

Subject: A Closing Review: Docket No. DMEA-2831 - Mica
Contract - None
Property: Lawson Mine, Pickens County, Georgia.
Applicant: D. O. Blevins
Box 576
Spruce Pine, North Carolina
Total amount applied for - $11,284
Amount approved - None

Closing Letter: Copy of closing letter attached. A Denial - after field examination.

Docket Summary:

12/29/52 Application received.
1/5/53 Memo from Brooke L. Gunsallus, USBM, Recommends Field Team examination.
1/8/53 Memo from J. J. Norton, USGS, Recommends examination.
1/26/53 Field Team Report received. By Kefton H. Teague, USGS, and J. F. O'Neill, USBM, Region VII. A denial recommended. (See copy of report in docket file.)
2/10/53 Memo to Operating Committee for Nonmetallic Minerals Division recommending denial.

Closing of Docket

A copy of the closing letter of denial of application signed by the Administrator _____1953 is attached hereto.

Jasper T Robertson
J. T. Robertson
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Robertson
Hunt
Dietrick
Lemmon
Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 6.0

February 10, 1953

Memorandum

To: Chairman, Operating Committee

From: J. T. Robertson, Nonmetallic Minerals Division

Subject: DMEA-651 - Mica
Lawson Mine
Pickens County, Georgia

Re: A recommendation of denial

J.C. 2/13/53

The subject application is a request for exploration assistance in the amount of $11,284; the project work to consist of 30 feet of shaft sinking, 150 feet of drifts and tunnels, and a small amount of surface trenching.

The property was examined by the Field Team, Region VII, on January 19, 1953, by Sefton M. Teague, Geologist, USGS, and J. F. O'Neill, Mining Engineer, USBM. (See file for copy of their report.)

The Field Team in the report recommends a denial of the application principally on the grounds that most of mica showings were nonstrategic and of poor quality. Based on the Field Team report the Nonmetallic Minerals Division recommends a denial of this application for exploration assistance.

Nonmetallic Minerals Division

JTRobertson:gad 2/10/53

Copy to: Admr. A. File
Docket File
Mr. Hunt

FILE COPY
SURNAME:

Robertson
Houk
Gretsch
Lemmon
Selfridge

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

February 10, 1953

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: J. T. Robertson, Nonmetallic Minerals Division

Subject: A Closing Review: Docket No. DMEA-2831 - Mica
Contract - None
Property: Lawson Mine, Pickens County, Georgia.
Applicant: D. O. Blevins
Box 576
Spruce Pine, North Carolina
Total amount applied for - $11,284
Amount approved - None

J.C. 2/13/53

Closing Letter: Copy of closing letter attached. A Denial - after field examination.

Docket Summary:

12/29/52 Application received.
1/5/53 Memo from Brooke L. Gunsallus, USBM, Recommends Field Team examination.
1/8/53 Memo from J. J. Norton, USGS, Recommends examination.
1/26/53 Field Team Report received. By Kefton H. Teague, USGS, and J. F. O'Neill, USBM, Region VII. A denial recommended. (See copy of report in docket file.)
2/10/53 Memo to Operating Committee for Nonmetallic Minerals Division recommending denial.

Closing of Docket

A copy of the closing letter of denial of application signed by the Administrator _____1953 is attached hereto.

J. T. Robertson
Nonmetallic Minerals Division

JTRobertson:gad 2/10/53
Copy to: Admr. R. File
Docket File
Mr. Houk

IN REPLY REFER TO:
G-MD-CNM

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

February 3, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 3 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2831 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: D. O. Blevins, Spruce Pine, North Carolina.
Name of property: Lawson.
Location of property: Pickens County, Georgia.
Date of field team report: January 23, 1953.
Authorship of field team report. K. H. Teague and J. F. O'Neill.
Field team's recommendation: Denial.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

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

January 23, 1953

Memorandum

To: Operating Committee, D M EA- Washington

From: Field Team, D M E A - Region 7

Subject: Field Examination report on DMEA-2831, Lawson Mine (mica).

Transmitted herewith are four copies of the above subject report. The Field Team concurs in the denial of this application.

Robert A. Laurence

Robert A. Laurence, Executive Officer
DMEA - Field Team, Reg. 7

Wm A Beck

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

cc:

Reviewed by
DMEA OPERATING COMMITTEE
1-30-53
(date)

Docket

Department of the Interior
Defense Minerals Administration

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2831, LAWSON MINE (mica)

Pickens County, Georgia

By

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

-

J. F. O'Neill, Mining Engineer
U. S. Bureau of Mines

January 23, 1953

Reviewed by
DMEA OPERATING COMMITTEE
1-30-53
(date)

Field Examination Report
on
LAWSON MINE

DMEA-2831, (mica).
Applicant: D. O. Blevins, Sr. Box 576, Spruce Pine, N. C.

Three different pegmatites are exposed on this property. The southern exposure has been worked by three openings - two adits and a shaft and incline. Work at this exposure has resulted in the production of some strategic mica. Most of the mica examined is non-strategic and of poor quality. Evidence available does not indicate that either of the three exposures contain sufficient strategic mica to justify Government assistance in exploration, thus the field examiners recommend that the request be denied.

This property was examined January 19, 1953. Mr. D. O. Blevins, Sr., and Mr. Munford of Spruce Pine, North Carolina accompanied the field examiners, and the examination required two hours.

The Lawson mica mine is located in southeastern Pickens County, Georgia. It is on Lot 215, District 4, Section 2, of Pickens County. The mine is about 0.5 mile west of the old post office at a cross roads called "Mica." It is about 10 miles southeast of Tate, Georgia. Access to the property is good at all seasons of the year.

T he applicant is familiar with problems involved in mica mining and appears to be competent.

Most of the work at this place has been on the south pegmatite. At this place the openings have been made along the sides and in a shallow east-west trending draw along a steep hillside. The south opening is on the pegmatite and is an incline at 20° and 35 feet long. The opening in the draw is a 30-foot shaft which cuts the pegmatite. The north opening is inaccessible, but is a short drift on the pegmatite.

These openings are on a north-south trending pegmatite which dips 30° E. The pegmatite is from 3 to 7 feet thick, zoned, and conformable to the biotite, kyanite gneiss wall rock. The feldspathic portion of the pegmatite is completely weathered. Mica occurs in the feldspathic portion and frozen to the quartz core. The mica is hard and light ruby colored. All of the mica examined is badly bent, cracked, ruled and contains "A" structure. Many of the books contain numerous black spots. Even though some strategic grade mica has been recovered from this deposit ($2400 worth which cost in excess of $3500 to produce) and undoubtedly additional mica can be recovered, it is the field examiners opinion that no commercial deposit occurs, thus no additional consideration should be given.

The Middle exposure is in a pegmatite lens about 15 feet long and not more than four feet thick. Only mica in small sizes occurs. This pegmatite does not justify any work.

The Northern exposure is in an east-west trending pegmatite which is more than 200 feet long, between 25 and 40 feet thick and contains only scrap quality mica.

In conclusion it is the field examiners opinion that none of the three pegmatites on the property contain sufficient strategic grade mica to justify an economic mining venture; therefore, we recommend that the request for exploration assistance be denied.

January 23, 1953.

Kefton H. Teague, USGS

J. F. O'Neill, USBM.

zm

IN REPLY REFER TO:
G-MD-CNM

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

January 8, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 9 1953

Memorandum

REVIEW OF APPLICATION DMEA-2831 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: D. O. Blevins, Box 576, Spruce Pine, North Carolina.
Name of property: Lawson mine.
Location of property: Lot No. 215, Pickens County, Georgia.
Estimated cost of project: $11,284. ($4044.00 first shaft, $4140.00 second shaft, $3100.00 third project.)
Summary of applicant's proposal:

1. Sink a shaft northeast of present shaft and tunnel.
2. Sink a shaft 200' southwest of present shaft.
3. Explore ridge to the west with bulldozer.

Sources of information on applicant's property:
None.

RECOMMENDATION:
Field examination.

J. J. Norton
J. J. Norton

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 5 1953

January 5, 1953
Dr. Robertson

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA 2831, Mica, Lawson Mine, Pickens County, Georgia

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

Brooke L. Gunsallus

Brooke L. Gunsallus

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

December 30, 1952

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned Docket Number to an application recently received from Region VII.

DMEA-2831 D. O. Blevins

ROBERT E. ADAMS

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

Mr. D. O. Blevins
Box 576
Spruce Pine, N. C.

December 30, 1952

Subject: DMEA-2831
Re: Exploration Assistance
Lawson Mine

My dear Mr. Blevins:

The receipt of your application dated December 15, 1952 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2831 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2831 in any future correspondence relating to your application.

Sincerely yours,

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

25451

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

Room 13, Post Office Building
Knoxville, Tennessee

December 22, 1952

To: Operating Committee, D M E A - Washington

From: Acting Executive Officer - D M E A - Region 7

Subject: Application from D. O. Blevins on Lawson Mine.
Pickens County, Georgia (mica)

Enclosed are three copies of the subject application for exploration aid received in this office today together with six copies of Owner's Consent to Lien.

The sample of mica referred to in the application has been sent to Mr. Flyht at the Spruce Pine buying depot.

We have retained one copy of the application in our files.

Wm. A. Beck

Wm. A. Beck

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
DEC 23 1952

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. DMEA-2831
Metal or Mineral
Date Received 12/29/52
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: D. O. BLEVINS
BOX 576
SPRUCE PINE, N.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16—66551-1

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

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

(*c*) The work will start within 30 days and be completed within 18 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated 12/15, 1952

D. O. BLEVINS

D. O. Blevins

(Applicant)

By

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

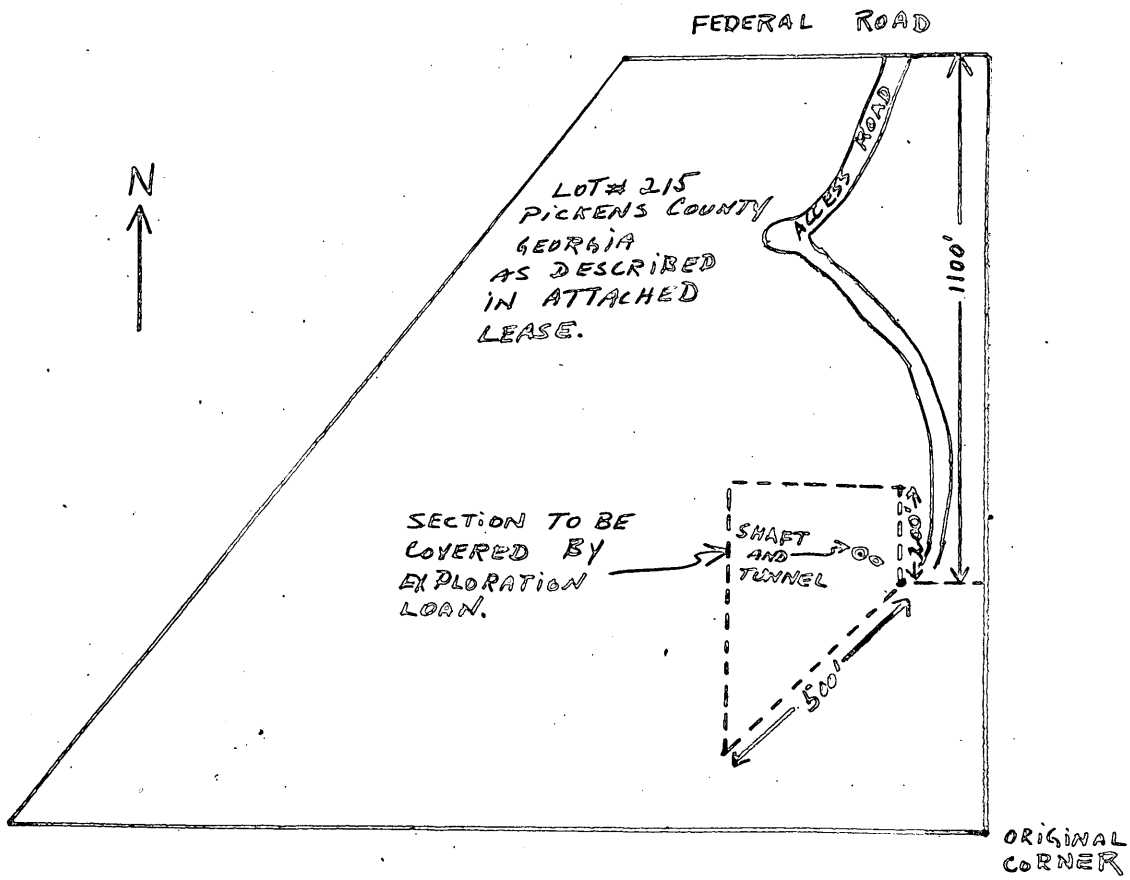
U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

D.O.BLEVINS
SPRUCE PINE,N.C.

1-(a) D.O.Blevins, Box 576, Spruce Pine,N.C.

2-

3-(a) A section as sketched below on Lot No. 215, Fourth District, Second Section, in Pickens County State of Georgia. Described in attached lease on the lot.
(b) Lawson Mine.
(c) Lessee.
(d) Lease and "Owner's Consent to Lien" Attached.
(e) Do not own.
(f) None.



4-(a) There has been a shaft sunk approximately 30 feet deep and drifting with the pegmatite vein in a N.E. direction. Another tunnel has been driven approximately 25 feet beginning above and to the S.E. of the shaft above mentioned and inclining downward. This tunnel and the drift from the shaft along the vein are inclining toward each other and in my opinion should form a good deposit of mica if the point where they come together can be located. I was responsible for sinking the shaft and tunnel above mentioned and firmly convinced that there is a good prospect for mica. Some mica was discovered in quantity but it was spasmodic in its showing and in my opinion it will take a good deal more exploration before the main vein is found. This is the opinion of several very experienced miners which have gone with me to the location also and in each case they think it is an excellent prospect. The mine is easily gotten to with a road having been bulldozed out from the county highway which runs several hundred feet north of the present shaft.

(b) There has been $2100.00 worth of mica sold from the present shafts This has been of a good ruby grade and seemed to get better as the work progressed. Recently,however, we seemed to lose the vein in the lower drift and have ceased operations with the expectations of continuing them with the completion of the subject loan application. As stated before the possibilities here in the opinion of several experienced miners,other than myself, seem good.

(c) The property in question appears to have mica prospects in a number of places. The pegmatite appears to strike N.E. throughout the whole tract. The pegmatite varies in thickness anywhere from five feet to a few inches and the vein is sometimes hard to follow for this reason. The mica is hard and of light rum or ruby color and mostly free of defects. The only trouble we have found is that it tends to be a little wavey, but this is not too bothersome as some 4x6 inch has been sold at the highest price. My reason for wishing to explore this tract is simply that I am convinced there is mica on the property. It has developed into too big a thing for me to handle without some financial aid and with your help I feel that both the government buying program and myself might benefit. There has been enough mica obtained to show that it is here in sufficient quantity and desired quality to merit further exploration. A sketch of the location showing the shaft and tunnel mentioned above is attached and also what I believe to be good prospects within a very short distance of the present workings and which are possibly a continuation of the same vein or deposit.

(d) The prospect is readily accessible to what is known as Federal Road in Pickens County, Ga. This is a county road and runs by S.J. Lawson's Store in S.E. Pickens County, specifically in the fourth district, second section as shown on the survey map of Pickens County on file in the County Clerk's office in Jasper, Ga., the county seat. The mine is reached by turning south off state highway # 53 on a gravel road approximately 5 miles east of Tate, Ga. and continuing to Mr. S.J. Lawsons Store.

4-(d) Continued

At this store turn west on Federal Road and then go approximately one-quarter mile and turn southward on the road which is the entrance to the prospect. The prospect is sketched on the attached diagram and is approximately 1000 feet south of Federal Road. Mining supplies are available in Jasper, Ga. nearby and the location is in a fairly populous area as this is a farming as well as a mining area.

4-(e) Experienced manpower is no problem. I plan to have my own miners transported from Spruce Pine to the location of the mine and any incidental labor that is necessary can be obtained locally. All the materials, supplies, and equipment necessary are available locally or can be sent from Spruce Pine with very little trouble. If power is needed there is a power line directly above the prospect from which electric power could be tapped with small expense. This has been investigated with the local power company and, although I don't think we will need it, it is available

5-(a) Strategic Mica----Sample attached.

(b) The attached sketches bring out just what area I desire to explore. Specifically it is an area as shown in the sketch covering the southeast portion of Lot No. 215 as described in the lease attached. The prospect can be located relative to the present shaft by the fact that the southease corner of the area to be covered by the loan begins 100 feet southeast of the present shaft. The proposed work should in my opinion be broken down into three phases as noted on the sketch. However, I feel they are all closely connected insofar as the mica deposit on this area is concerned. First, I want to sink another shaft as noted on the sketch to the north and east of the present shaft and tunnel. It appears that these veins join in the vicinity and I feel that by doing this we can cut thru the vein here and be almost assured of mica. The second prospect as shown on the sketch is approximatley 200 feet southwest of the present shaft and in my opinion is a continuation of the pegmatite which we would be cutting into in the first shaft. There is definite vein material here and enough small hard ruby blocks have been recovered to merit a shaft and exploration I think. The third phase of the exploration can be handled to a great extent by a bulldozer unless we run into such hard rock that a tunnel becomes necessary. This would consist of exploring the ridge further westward as shown on the sketch. This appears to possess a remarkable amount of mica both "A" type and flat books of ruby. The easiest and most economical means of determining just what is under the ground here would in my opinion be to use a bulldozer until we strike a definite vein and then possibly a tunnel. Since this is on the crest of a ridge it is specially suited for this type exploration.

D. O. BLEVINS
SPRUCE PINE, N.C.

5-(d) I have had a good deal of experience in mining during the last war. I operated last in 1945 when I was running the Tolly Bent Mine, Little Zeph Mine, and Thomas Mine in Yancey County, N.C. I will not be able to spend all my time at the subj. location but have available several good miners who have worked for me before and who have done nothing but mine all their life. I have two men available on short notice who are most experienced miners who can act as forman and with fairly close supervision by myself I believe the project as outlined can progress rapidly.

6- ESTIMATE OF COSTS.

In estimating the cost I am going to try to break this down in two ways. First, according to the amount of material that has to be moved in each phase of the exploration and then as nearly as I can an estimate of the weekly expense which will be involved here.

(1)	First shaft-	40' deep @ $35.00	1400.00
		50' tunnel @ $50.00	2500.00
		12 Hr. dozing @ 12.00	144.00
			4044.00
	Second shaft-	40' deep @ 35.00	1400.00
		50' tunnel 50.00	2500.00
		20 hr. dozing 12.00	240.00
			4140.00
	Third project-	50' Tunnel 50.00	2500.00
		50 hr. dozing 12.00	600.00
			3100.00
		Grand Total	$ 11,284.00

D.O.BLEVINS
SPRUCE PINE,N.C.

6-(a,b,c,d,e,f,g,h,) Estimate of weekly expense,40 hours.

(b) Foreman @ 1.25	50.00	
4 Miners @ 1.00	160.00	
Room and board @ 20.00 ea.	100.00	
		310.00
2 sheeters @ .90	72.00	
3 Trimmers @ 1.00	120.00	
		192.00
(c) Picks	5.00	
Shovels	5.00	
Dynamite & Steel	50.00	
Carbide & Lamps	15.00	
Fuze Caps	10.00	
Gasoline	30.00	
Miscellaneous items	10.00	
		125.00
(d) Compressor Rent	25.00	
Hoist Rent	20.00	
Pump Rent	15.00	
Drill Rent	10.00	
Truck Rent	30.00	
(e) None		100.00
(f) Building for tools,etc. $250.00 @ 25.00 per Wk		25.00
(g) Insurance	15.00	
Payroll S.S. & U.E.C.	15.00	
Accounting	25.00	
		55.00
(h) Contingencies		43.00
Total per week		$850.00

You will note that I have included the sheeting and trimming in the estimate of cost. This, of course, will not be a factor until the mine produces in quantity enough to merit hiring the estimated personnel for this. In this instance I figured the estimated cost of bulldozing could be off-set in the early exploratory stages by the item put in for the preparation of the mica for sale.

7-(b) I will furnish my share with cash as you desire. If you require a deposit before operations begin this is agreeable.

Applicant D O Blevins

MINING LEASE

Printed and For Sale by The Tri-County News, Spruce Pine

STATE OF ~~NORTH CAROLINA~~ GEORGIA, PICKENS COUNTY.

This indenture made this 24 day of NOVEMBER 19 52, between S. J. LAWSON of PICKENS County and State of GEORGIA, as parties of the first part, and known as lessors, and D. O. BLEVINS, of MITCHELL County and State of NORTH CAROLINA, of the second part and known as lessees:

WITNESSETH, That the party of the first part, 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 Ten(10) years from the date of this agreement, the following described real property, for mining purposes, in the County of PICKENS State of GEORGIA, to wit:

LOT NO. 215, FOURTH DISTRICT, SECOND SECTION: COMMENCING AT SOUTHEAST AT ORIGINAL CORNER, RUNNING NORTH TO FEDERAL ROAD, THENCE RUNNING SAME ROAD WEST TO WHITE OAK TREE ON SOUTH SIDE OF ROAD, THENCE SOUTHWEST ALONG CONDITIONAL LINE TO ROCK CORNER TO SOUTH ORIGINAL LINE, THENCE EAST TO STARTING POINT, CONTAINING APPROXIMATELY 50 ACRES, MORE OR LESS.

To Have and to Hold the said lands to them, for mining purposes, the said D.O.BLEVINS, and their heirs and assigns for the aforesaid period of TEN(10) YEARS upon a full compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search for and obtain 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 may desire. And it is hereby agreed between the parties to this agreement that the party of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by party of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said party of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations or to erect buildings on said lands. (Timber of high or special market value excepted.) And the party of the second part are to have right-of-way of ingress and egress to said mines. The said party of the second part hereby agree to pay to the said party of the first part, or his heirs or assigns, a rental or royalty of 12½ % (one-eighth) on all mica taken and sold from said mines for the use of the said lands for the aforesaid period of TEN(10) YEARS only; payable as follows:

Payable on computation of selling bills on the tenth of each month covering sales during the previous month.

Royalties on all other minerals mined and sold shall be determined on a percentage basis and be governed by the market value. and standard accepted royalties being paid at time of sale.

The Term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors 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 assigns thereof. The lessee is not to assign this lease without license of the lessors.

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within 150 days from the date of this instrument, this lease may be terminated by the lessee at any time thereafter, on 15 days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than 120 days at any one time, unavoidable accidents excepted.

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

S. J. Lawson (Seal)

(Seal)

(Seal)

D. O. Blevins (Seal)

Witness to signature of S. J. Lawson:
Witness: N. L. Dennerese
Notary Public

Witness to signature of D. O. Blevins:
Merle W. Buchanan
Notary Public

My Comm. expires 5-1-53

GEORGIA, Pickens COUNTY. _____ TOWNSHIP.

I, _____, do certify that S. J. Lawson personally appeared before me this day and duly acknowledged the due execution of the foregoing mining lease and by himself for the purposes therein expressed.

his wife personally appeared before me this day, and acknowledged the execution of the annexed MINING LEASE and the said _____ being by me privately examined separate and apart from her said husband touching her voluntary execution of the same, doth state that she signed the same free and voluntarily without fear or compulsion of her said husband or of any other person and that she doth still voluntarily assent thereto.

This 28 day of Nov, 19 52

My Commission Expires: Dec 31, 1952

R. L. Turner csc
Notary Public
Judge of the Probate
Pickens County Ga

STATE OF NORTH CAROLINA
MITCHELL COUNTY.

The execution of the foregoing instrument was this day acknowledged before me, by D. O. Blevins the grantee for the purposes therein expressed. Let the same, with this certificate, be registered. This 24th day of November, 19 52

Merle W. Buchanan
Notary Public

My Commission Expires:
5-1-53

GEORGIA, _____ COUNTY.

The foregoing certificates of Merle W. Buchanan of Mitchell County, N.C. and _____ County of County, Georgia are adjudged to be correct and sufficient. Let the instrument, with the certificates be registered.

Witness my hand and official seal, this _____ day of _____, 19____

_____
Clerk Superior Court.

Filed for Registration at 11:00 o'clock A M., Nov. 28, 1952, and registered in the office of Register of Deeds for Pickens County, in Deed Book No. DD page No. 555-6 Nov. 28, 1952

R. L. Turner csc
Register of Deeds.

MINING LEASE

FROM

TO

Lease Book _____ Page _____

FEES:

Probate . . . . . $

Certificate and Seal, J. P. or N. P. . . . . $

Certificate and Seal, Clerk . . . . . $

State Tax . . . . . $

MF-203

OWNER'S CONSENT TO LIEN

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

in a lease dated 24 November 1952 and recorded in book DD page 555-6 official records of such county.

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

2/ D. O. BLEVINS OF SPRUCE PINE, N.C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 15 day of Dec., 195 2.

S. L. Lawson [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

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

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

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of GEORGIA, County of PICKENS, described a~~XX~~

f~~XXXXXX~~/

in a lease dated 24 November 1952 and recorded in book DD page 555-6 official records of such county.

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

2/ D. O. BLEVINS OF SPRUCE PINE, N.C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 15 day of Dec., 195 2.

S. F. Lawson [Seal]

[Seal]

[Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

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

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

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of GEORGIA, County of PICKENS, described XX XXXXX 1/

in a lease dated 24 November 1952 and recorded in book DD page 555-6 official records of such county.

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

2/ D. O. BLEVINS OF SPRUCE PINE, N.C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 15 day of Dec., 195 2.

S. K. Lawson [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

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

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

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2/ D. O. BRAVILE OF SPRUCE PINE, N.C.

hereinafter called the "Operator"; and

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Dated this 15 day of Dec., 195 2.

S. J. Lawson [Seal]

[Seal]

[Seal]

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

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

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

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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

in a lease dated 24 November 1952 and recorded in Book DD page 555-6 official records of said county.

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

2/ D.O. Blevins of Spruce Pine, N.C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000.00, or ten years have elapsed from the date of the contract.

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

Dated this 15 day of Dec., 195 2.

S. F. Lawson [Seal]

[Seal]

[Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

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

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

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

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

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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

~~in a lease dated 24 November 1952 and recorded in Book DD page 555-6~~ official records of said county.

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

2/ D.O. Blevins of Spruce Pine, N.C.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

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Dated this 15 day of Dec., 195 2.

S. J. Lawson [Seal]

[Seal]

[Seal]

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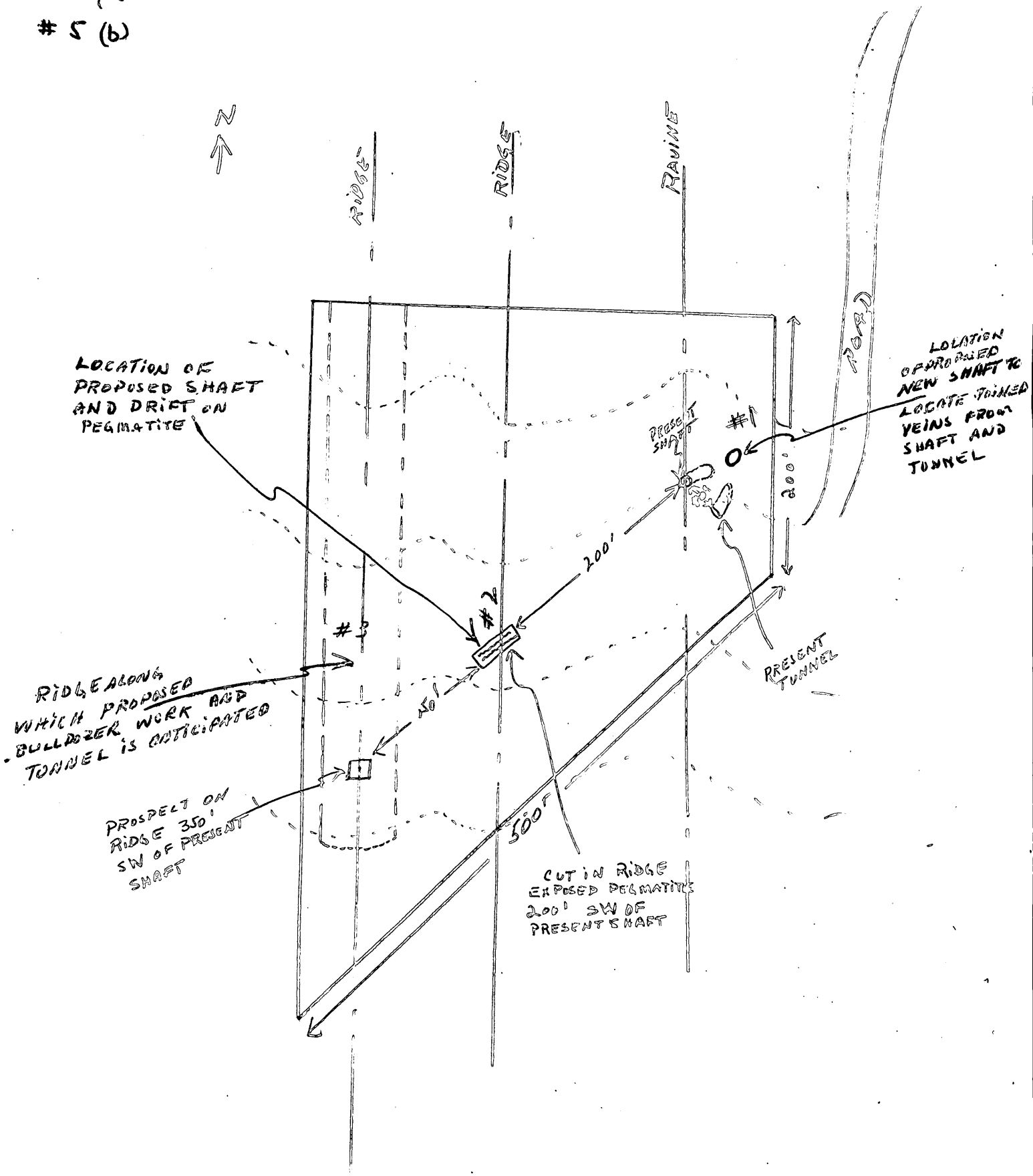
TO BE USED WITH QUESTIONS

#4 (a)
(c)

#5 (b)

D.O. Blevins
Spruce Pine, N.C.



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BUREAU OF MINES

Knoxville, Tennessee

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PENALTY FOR PRIVATE USE, TO AVOID
PAYMENT OF POSTAGE, $300
(GPO)

Frank E. Johnson, Chairman
Operating Committee, DYEA
Dept. of the Interior
Washington 25, D. C.

1 copy map enclosed
12/30/52