DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2903

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

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.

One copy of application to USBM. & USGS. One copy retained in Reg.7.

Routing Slip

To:	Code 600, Room 4637	Date	2/26/53
To:	Robertson	Date	3/4/53
To:	Open Com	Date	3-18-53
To:	Open Com.	Date	4-10-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

No. 201
4-10-53

R

[illegible] RIVER, NORTH CAROLINA [illegible] Lewis
North Carolina.
[illegible] applicant denying the application.

R

[illegible] 1953
Mine
Region VII

✓

RANDOLPH BROTHERS, PARK RIVER, NORTH CAROLINA. Mit Lewis Mine, Yancey County, North Carolina.

Letter to the Field requesting an examination and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the applicant.

191
3-18-53

R

[illegible]
Mine
Region VII

✓

[illegible] Mine, Mitchell County, North Carolina.

[illegible] The report was referred [illegible]

195
3-27-53

Mr. C. F. Randolph
Randolph Brothers
Cane River, North Carolina

APR 1 3 1953

Re: Docket No. DMEP-2-203 - Mica
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Randolph:

The subject application for aid for an exploration project and other data available to us in Washington concerning your mica mine have been reviewed.

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

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

R. O. Wittenberg

Administrator

JTRobertson:gad 3/25/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

March 25, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A closing review of Docket No. DMMA-2903 - Mica

A Denial (after field examination).

Contract: None
Property: Milt Lewis Mine
Near the head of Baker Creek
and one mile S. of Baker
Creek School.
Yancey County, North Carolina
Applicant: Randolph Brothers, Lessee.
(a partnership)
C/o C. F. Randolph
Cane River, North Carolina
Amount applied for - $5,999.75
Proposed work: Trenching, 50 ft of shaft
and 100 ft of drifts.

Docket Summary:

2/20/53 Application received.
2/26/53 Application acknowledged.
3/19/53 Referred to Field Team, Region VII for field examination of mine.
3/24/53 Received field examination report. Report made by K. H. Teague, USGS and L. E. Shirley, USBM. Report dated 3/19/53 recommended a denial of exploration assistance.

Resume: The following excerpts from the field report brief states their views relative to the property.

"Within the past year Milt Lewis has prospected four different pegmatites. At each pegmatite a pit about 8 feet deep has been dug. All of the pegmatites are similar, in that they appear to be short, thin pods of pegmatitic material injected into

biotite gneiss. None are thicker than 4 feet and all are probably less than 30 feet in outcrop length. A small amount of ruby colored, small-sized mica has been obtained, but not in sufficient quantity to justify additional work.

"The field examiners recommend that this application be denied."

Comment: The Nonmetallic Minerals Division concurs in the Field Team's recommendation that this application for exploration assistance be denied. Form of letter of denial is attached.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachment

JTRobertson:gad 3/25/53

Copy to: Admr. R. File
Docket File
Mr. Houk

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

Department of the Interior
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2903, Mica, Milt Lewis Mine
Yancey County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that strategic mica is not likely to be found at this mine.

Signed

W. F. Dietrich

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

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

March 31, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2903 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Randolph Bros., c/o C. F. Randolph, Cane River, North Carolina.
Name of property: Milt Lewis.
Location of property: 3.35 miles S. 44 W of Burnesville, Yancey County, North Carolina.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

Norton:jeh
G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

IN REPLY REFER TO:
G-MD-CNM

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

March 31, 1953

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J. J. Norton

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G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

IN REPLY REFER TO:
G-MD-CNM

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GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

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J. J. Norton

Norton:jeh
G-3/31/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
Norton G-228

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

March 20, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 23 1953

To: Operating Committee, D M E A- Washington

From: Acting Executive Officer, DMEA-Region 7

Subject: Field Examination Report on DMEA-2903, Milt Lewis Mine (mica)

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

Wm. A. Beck
Wm. A. Beck, Acting
Executive Officer, DMEA, Reg. 7

Benjamin Gildersleeve
Benjamin Gildersleeve
U. S. Geological Survey

zm

Reviewed by
DMEA OPERATING COMMITTEE
3-27-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMSA-2903, MILT LEWIS MINE (mica)
Yancey County, N. C.

By

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

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

March 19, 1953

Reviewed by
DMEA OFFICE AND COMMITTEE
3-27-53
(date)

Field Examination Report on

DMFA-2903, MILT LEWIS MINE, (Mica)

Applicant: Randolph Brothers, c/o C. F. Randolph
Cane River, North Carolina

Evidence available for inspection does not indicate that a worthwhile deposit occurs on this property, thus the application for exploration assistance should be denied.

The deposits were examined on March 11, 1953. Messers C. F. Randolph, W. F. Randolph, and Milt Lewis, accompanied the field examiners ; the examination required two hours.

The Milt Lewis Mica prospects are near the head of Baker Creek, one miles south of Baker Creek School, and 3.35 airline miles and 6.5 miles by road S. 44° W. of Burnsville, Yancey County, North Carolina. Access to the property is good.

Within the past year Milt Lewis has prospected 4 different pegmatites. At each pegmatite a pit about 8 feet deep has been dug. All of the pegmatites are similar, in that they appear to be short, thin pods of pegmatitic material injected into biotite gneiss. None are thicker than 4 feet and all are probably less than 30 feet in outcrop length. A small amount of ruby colored, small-sized mica has been obtained, but not in sufficient quantity to justify additional work.

The field examiners recommend that this application be denied.

March 19, 1953

K. H. Teague, USGS

L. E. Shirley, USBM

zm

MAR 19 1953

Mr. C. P. Randolph
Randolph Brothers
Cane River, North Carolina

Re: Docket No. DMMA-2903 - Mica
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Randolph:

Your application for assistance in exploring your property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Lamprecht, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination.

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

JTRobertson:gmd 3/16/53

Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Horton, G-232 GSA Bldg.
Mr. Hook

600

MAR 19 1953

Mr. Robert A. Lawrence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Building
Knoxville 2, Tennessee

Subject: Docket No. DMEA-2903 - Mica
Randolph Brothers
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Lawrence:

A field examination of the subject mine is requested.

Your attention is called to the incomplete legal description of the mine area.

Enclosed please find for your information, memoranda on the subject property by the Bureau of Mines and the Geological Survey.

Sincerely yours,

George E. Selfridge

Chairman, Operating Committee

Approved:

J. A. Hedges

Member, Bureau of Mines

D. M. Lemmon

Member, Geological Survey

Enclosures 4

LGHouk:gad 3/17/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

March 12, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 13 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2903, Mica, Milt Lewis Mine, Yancey County
North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

Signed

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 6 1953

Memorandum

REVIEW OF APPLICATION DMEA-2903 (mica).

To: L. G. Henk, Defense Minerals Exploration Administration.
From: D. M. Larrabee, U. S. Geological Survey.
Applicant: C. F. Randolph Brothers, Cane River, North Carolina.
Name of property: Milt Lewis mine
Location of property:
In Yancey County near Cane River?
Estimated cost of project: $5999.75
Summary of applicant's proposal:
1) Bulldose overburden to expose the pegmatite

2) Sink a shaft 50 feet and drive a 100 foot drift.

Sources of information on applicant's property: None

Comments: 1) Exact location is uncertain.

RECOMMENDATION: Field examination.

D. M. Larrabee

D. M. Larrabee

Copy to DMEA

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 5 1953

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

Not to be filled in by applicant

Docket No. dmea 2903
Metal or Mineral
Date Received 2-20-53
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: Randolph Brothers, Cano River, North Carolina

See attached sheets.

(*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

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

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

(*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.

(*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.

5. *The exploration project.*—(*a*) [redacted]e the mineral or minerals for which you wi[redacted] explore .....

.....

(*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 ..... days and be completed within ..... months from the date of an exploration project contract.

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

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 ....., 195...

Randolph Brothers (Applicant)

By C. F. Randolph

Partner

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—86551-1

RANDOLPH BROTHERS
CANE RIVER, N. C.
(Milt Lewis Mine)

Form MF-103 (Rev.)

1. (a) Randolph Brothers, Cane River, North Carolina
   (b) Partnership
   (c) Does not apply
   (d) C. F. Randolph, Cane River, N. C.
   W. F. Randolph, Cane River, N. C.
   Zeb Randolph, Cane River, N. C.

2. Complied with

3. (a) See lease attached
   (b) Milt Lewis Mine
   (c) Lessee
   (d) Copy of lease attached
   (e) Not applicable
   (f) Not applicable

4. (a) There has been some ground-hogging done in this particular area for the past several years and according to information some good quality ruby mica has been taken from the old work. There is not any mining at present on the property. The property is accessible via road.
   (b) No records
   (c) This mine is located in the area of other good producing ruby mica mines, but there is no geological and engineering reports available.
   (d) The state of North Carolina maintains a road to within approximately two-tenths of a mile to the area and the rest is an accessible road over the properties of the land owner.
   (e) Manpower, materials, supplies, equipment, water, and power is available.

5. (a) Strategic mica
   (b) It is proposed to bulldose off overburden to expose the pegmatite; sink a shaft 50 feet and drive a 100 foot drift.
   (c) Work will start within 30 days and will be completed within 90 days.
   (d) The operation will be under the supervision of Frank Randolph, who has been in the mining business in this area for approximately twenty years. W. F. Randolph and Zeb Randolph both have mining experiance in mica, feldspar, and other minerals.

6. (a) None
   (b)

Foreman	60-8 hr. dys @ 1.50 hr.	720.00	
Driller	58-8 hr. dys @ 1.25 hr.	580.00	
Hoistman	58-8 hr. dys @ 1.25 hr.	580.00	
2 Muckers	58-8 hr. dys @ 1.00 hr.	828.00	$2,708.00

6. (c)	Air hose & small tools		200.00	
	Steel (2 sets intrasit)		275.00	
	Dynamite and Explosives		800.00	
	Power		50.00	2708.00
	700 ' - 1" B Pipe @ 17¢		84.00	1,409.00
(d)	Rented:			
	Air Compressor	105 CFM @ 200.00/mo.	400.00	
	Hammer	2 mos. @ 25.00/mo.	50.00	
	Hoist	2 mos. @ 100.00/mo.	~~100~~ 50.00	
	Pump (Water)	2 mos. @ 25.00/mo.	50.00	
	Jack Leg	2 mos. @ 20.00/mo.	40.00	
	Bulldozer	30 hrs. @ 10.00/hr.	300.00	940.00
	Purchased:			
	Timber	4000 BM @ 60.00	240.00	240.00
(e)	None			
(f)	Tool house	12 x 12 & 2 Magazines	250.00	250.00
(g)	Insurance (Min Fee)		250.00	
	Payroll Taxes (2708 x 1½%)		40.62	290.62
(h)	Contingencies		162.13	162.13
			total	$ 5999.75

≈ preceding page

7. (a) Yes
(b) Money and with the use of any equipment that is owned by Randolph Brothers.

C O P Y

C O P Y

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence :

We are in receipt of samples of mica represented by Mr. Zeb Randolph of Cane River, North Carolina as coming from the Milt Lewis Mine on Bakers Creek.

We find this mica to be of the ruby variety and with proper preparation, will be acceptable on this program.

Yours very truly,

s/
W. S. Flynt, Superintendent
Spruce Pine Mica Depot

copied by zm.
cc:
Knoxville -2
Washington 3

C O P Y

C O P Y

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

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Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

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Spruce Pine Mica Depot

copied by zm.
cc:
Knoxville -2
Washington 3

C O P Y

C O P Y

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

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Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

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Yours very truly,

s/
[illegible]. Flynt, Superintendent
Spruce Pine Mica Depot

copied by sm.
cc:
Knoxville -2
Washington 3

COPY

COPY

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert F. Laurence
Executive Officer, DMPA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

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s/
T. T. Flynt, Superintendent
Spruce Pine Mica Depot

copied by zm.
cc:
Knoxville -2
Washington 3

C O P Y

C O P Y

GENERAL SERVICES ADMINISTRATION

Spruce Pine, North Carolina

February 2, 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region 7
Room 13, Post Office Building
Knoxville 2, Tennessee

Dear Mr. Laurence :

We are in receipt of samples of mica represented by Mr. Zeb Randolph of Cane River, North Carolina as coming from the Milt Lewis Mine on Bakers Creek.

We find this mica to be of the ruby variety and with proper preparation, will be acceptable on this program.

Yours very truly,

s/
W. S. Flynt, Superintendent
Spruce Pine Mica Depot

copied by mm.
ccs
Knoxville -2
Washington 3

FILE COPY
SURNAME:

Robertson
Houck
Pendrill
Hodges
Selfridge
Fe Blunck

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

APR 13 1953

Mr. C. F. Randolph
Randolph Brothers
Cane River, North Carolina

Re: Docket No. DMEA-2903 - Mica
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Randolph:

J. C. 4/13/53

The subject application for aid for an exploration project and other data available to us in Washington concerning your mica mine have been reviewed.

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

Careful study of all our information, although noting a small amount of mica on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

JTRobertson:gad 3/25/53
Copy to: Admr. R. File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houck

Mr. Robertson

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

April 7, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2903, Mica, Milt Lewis Mine
Yancey County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that strategic mica is not likely to be found at this mine.

W. F. Dietrich (ale)

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

Mr. Robertson

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

March 31, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

APR 1 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2903 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Randolph Bros., c/o C. F. Randolph, Cane River, North Carolina.
Name of property: Milt Lewis.
Location of property: 3.35 miles S. 44 W of Burnesville, Yancey County, North Carolina.
Date of field team report: March 19, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

J. J. Norton

FILE COPY
SURNAME:

Robertson
Smith

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

March 25, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A closing review of Docket No. DMEA-2903 - Mica

A Denial (after field examination).

Contract: None
Property: Milt Lewis Mine
Near the head of Baker Creek
and one mile S. of Baker
Creek School.
Yancey County, North Carolina
Applicant: Randolph Brothers, Lessee.
(a partnership)
C/o C. F. Randolph
Cane River, North Carolina
Amount applied for - $5,999.75
Proposed work: Trenching, 50 ft of shaft
and 100 ft of drifts.

Docket Summary:

2/20/53 Application received.
2/26/53 Application acknowledged.
3/19/53 Referred to Field Team, Region VII for field examination of mine.
3/24/53 Received field examination report. Report made by K. H. Teague, USGS and L. E. Shirley, USBM. Report dated 3/19/53 recommended a denial of exploration assistance.

Resume: The following excerpts from the field report brief states their views relative to the property.

"Within the past year Milt Lewis has prospected four different pegmatites. At each pegmatite a pit about 8 feet deep has been dug. All of the pegmatites are similar, in that they appear to be short, thin pods of pegmatitic material injected into

biotite gneiss. None are thicker than 4 feet and all are probably less than 30 feet in outcrop length. A small amount of ruby colored, small-sized mica has been obtained, but not in sufficient quantity to justify additional work.

"The field examiners recommend that this application be denied."

Comment: The Nonmetallic Minerals Division concurs in the Field Team's recommendation that this application for exploration assistance be denied. Form of letter of denial is attached.

Jasper T. Robertson
Nonmetallic Minerals Division

Attachment

JTRobertson:gad 3/25/53

Copy to: Admr. R. File
Docket File
Mr. Houk

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

March 25, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A closing review of Docket No. DMEA-2903 - Mica

A Denial (after field examination).

Contract: None
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and one mile S. of Baker
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Yancey County, North Carolina
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(a partnership)
C/o C. F. Randolph
Cane River, North Carolina
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"The field examiners recommend that this application be denied."

Comment: The Nonmetallic Minerals Division concurs in the Field Team's recommendation that this application for exploration assistance be denied. Form of letter of denial is attached.

Jasper T. Robertson

Jasper T. Robertson
Nonmetallic Minerals Division

Attachment

Mr. Robertson

Rec'd Non metallic Div 3/24/53 ALP 4/9/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2903, MILT LEWIS MINE (mica)
Yancey County, N. C.

By

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

Lawrence E. Shirley, Mining Engineer
U. S. Bureau of Mines

March 19, 1953

Reviewed by
DMEA OFFICE COMMITTEE
3-27-53
(date)

Field Examination Report on

DMEA-2903, MILT LEWIS MINE, (Mica)

Applicant: Randolph Brothers, c/o C. F. Randolph
Cane River, North Carolina

Evidence available for inspection does not indicate that a worthwhile deposit occurs on this property, thus the application for exploration assistance should be denied.

The deposits were examined on March 11, 1953. Messers C. F. Randolph, W. F. Randolph, and Milt Lewis, accompanied the field examiners ; the examination required two hours.

The Milt Lewis Mica prospects are near the head of Baker Creek, one miles south of Baker Creek School, and 3.35 airline miles and 6.5 miles by road S. 44° W. of Burnsville, Yancey County, North Carolina. Access to the property is good.

Within the past year Milt Lewis has prospected 4 different pegmatites. At each pegmatite a pit about 8 feet deep has been dug. All of the pegmatites are similar, in that they appear to be short, thin pods of pegmatitic material injected into biotite gneiss. None are thicker than 4 feet and all are probably less than 30 feet in outcrop length. A small amount of ruby colored, small-sized mica has been obtained, but not in sufficient quantity to justify additional work.

The field examiners recommend that this application be denied.

March 19, 1953

K. H. Teague, USGS

L. L. Shirley, USBM

zm

FILE COPY
SURNAME:

Robertson
Houk
Hedges
Zemfuss

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

Mr. C. F. Randolph
Randolph Brothers
Cane River, North Carolina

MAR 19 1953

Re: Docket No. DMEA-2903 - Mica
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Randolph:

Your application for assistance in exploring your property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Lawrence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination.

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team in the examination will be appreciated.

Sincerely yours,

J. C. 3/19/53

C. O. Mittendorf

Administrator

JTRobertson:gad 3/16/53

Copy to: Admr. - File
Docket File
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Horton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

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

MAR 1 9 1953

Houk
Selfridge

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

Subject: Docket No. DMEA-2903 - Mica
Randolph Brothers
Milt Lewis Mine
Yancey County, North Carolina

Dear Mr. Laurence:

A field examination of the subject mine is requested.

Your attention is called to the incomplete legal description of the mine area.

Enclosed please find for your information, memoranda on the subject property by the Bureau of Mines and the Geological Survey.

Sincerely yours,

George C. Selfridge (LHB)

Chairman, Operating Committee

Approved:

J. C. 3/19/53

Q. M. Hodges (LHB)

Member, Bureau of Mines

D. M. Lemmon (LHB)

Member, Geological Survey

Enclosures 4

LGHouk:gad 3/17/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

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

March 12, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 13 1953

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2903, Mica, Milt Lewis Mine, Yancey County
North Carolina

No data are available in this office on subject property. It is located in a general area in which ruby mica is known to be the characteristic variety. On the basis of the applicant's description of present exposures, a field team investigation is recommended.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

March 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 5 1953

Memorandum

REVIEW OF APPLICATION DMEA-2903 (mica).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: D. M. Larrabee, U. S. Geological Survey.
Applicant: C. F. Randolph Brothers, Cane River, North Carolina.
Name of property: Milt Lewis mine
Location of property:
In Yancey County near Cane River?
Estimated cost of project: $5999.75
Summary of applicant's proposal:
1) Bulldoze overburden to expose the pegmatite

2) Sink a shaft 50 feet and drive a 100 foot drift.

Sources of information on applicant's property: None

Comments: 1) Exact location is uncertain.

RECOMMENDATION: Field examination.

D. M. Larrabee

D. M. Larrabee

dmea 2903

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

February 5, 1953

Memorandum

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 6 1953

To: Operating Committee, D M E A - Washington

From: Executive Officer, D M E A - Region VII

Subject: Application from Zeb Randolph, Cane Creek, N.C. (mica)

Enclosed are 3 copies of a letter from W. S. Flynt, Superintendent, Spruce Pine Mica Depot, which should be attached to the application when it is received.

Robert A. Laurence
Robert A. Laurence

ZR

February 26, 1953

Mr. C. F. Randolph
Cane River, North Carolina

DMEA-2903
Subject: Exploration Assistance
Re: Milt Lewis Mine

My dear Mr. Randolph:

The receipt of your application dated February 20, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2903 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2903 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams
Chief, Operations Control
and Statistics Division

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

February 26, 1953

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 - 2903 Randolph Brothers

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

33980

dmea 2903

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

Febraury 18, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Executive Officer, D M E A - Region 7-Knoxville, Tenn.

Subject: Application from Randolph Bros, Cane River, N. C.
Milt Lewis Mine (formerly DMEA-2816) Mica.

Enclosed herewith are 3 copies of an application by the Randolph Brothers, of Cane River, N. C., for exploration at the Milt Lewis Mine in Yancey County, N. C., supported by a copy of the lease and ~~six~~ 7 signed copies of form MF-203.

This is the same property as DMEA-2816, originally filed by Milt Lewis and later withdrawn at his request. On February 4, we sent you 3 copies of a letter from W. S. Flynt, Supt., Spruce Pine Mica Depot, stating that samples submitted by Zeb Randloph are of acceptable quality.

The fourth copy of the application is being retained for our files.

Robert A. Laurence

Robert A. Laurence

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 2903
Metal or Mineral
Date Received 2-20-53
Estimated Cost
Participation (Government %)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FEB 20 1953

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: Randolph Brothers, Cane River, North Carolina

See Attached Sheets.

(*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

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

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

(*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.

(*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.

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

.....

(*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 ..... days and be completed within ..... months from the date of an exploration project contract.

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

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 ....., 195...

Randolph Brothers
(Applicant)

By C. F. Randolph
( )
Partner

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

RANDOLPH BROTHERS
CANE RIVER, N. C.
(Milt Lewis Mine)

Form MF-103 (Rev.)

1. (a) Randolph Brothers, Cane River, North Carolina
   (b) Partnership
   (c) Does not apply
   (d) C. F. Randolph, Cane River, N. C.
       W. F. Randolph, Cane River, N. C.
       Zeb Randolph, Cane River, N. C.

2. Complied with

3. (a) See lease attached
   (b) Milt Lewis Mine
   (c) Lessee
   (d) Copy of lease attached
   (e) Not applicable
   (f) Not applicable

4. (a) There has been some ground-hogging done in this particular area for the past several years and according to information some good quality ruby mica has been taken from the old work. There is not any mining at present on the property. The property is accessible via road.
   (b) No records
   (c) This mine is located in the area of other good producing ruby mica mines, but there is no geological and engineering reports available.
   (d) The state of North Carolina maintains a road to within approximately two-tenths of a mile to the area and the rest is an accessible road over the properties of the land owner.
   (e) Manpower, materials, supplies, equipment, water, and power is available.

5. (a) Strategic mica
   (b) It is proposed to bulldoze off overburden to expose the pegmatite; sink a shaft 50 feet and drive a 100 foot drift.
   (c) Work will start within 30 days and will be completed within 90 days.
   (d) The operation will be under the supervision of Frank Randolph, who has been in the mining business in this area for approximately twenty years. W. F. Randolph and Zeb Randolph both have mining experience in mica, feldspar, and other minerals.

6. (a) None
   (b)

Foreman	60-8 hr. dys @ 1.50 hr.	720.00	
Driller	58-8 hr. dys @ 1.25 hr.	580.00	
Hoistman	58-8 hr. dys @ 1.25 hr.	580.00	
2 Muckers	58-8 hr. dys @ 1.00 hr.	828.00	$2,708.00

6. (c)	Air hose & small tools		200.00	
	Steel (s sets intrasit)		275.00	
	Dynamite and Explosives		800.00	
	Power		50.00	
	700 ' - 1" B Pipe @ 17¢		84.00	1,409.00
(d)	Rented:			
	Air Compressor	105 CFM @ 200.00/mo.	400.00	
	Hammer	2 mos. @ 25.00/mo.	50.00	
	Hoist	2 mos. @ 100.00/mo.	100.00	
	Pump (Water)	2 mos. @ 25.00/mo.	50.00	
	Jack Leg	2 mos. @ 20.00/mo.	40.00	
	Bulldozer	30 hrs. @ 10.00/hr.	300.00	940.00
	Purchased:			
	Timber	4000 BM @ 60.00	240.00	240.00
(e)	None			
(f)	Tool house	12 x 12 & 2 Magazines	250.00	250.00
(g)	Insurance (Min Fee)		250.00	
	Payroll Taxes (2708 x 1½%)		40.62	290.62
(h)	Contingencies		162.13	162.13

7. (a) Yes
(b) Money and with the use of any equipment that is owned by Randolph Brothers.

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

X Milt Lewis [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.

FEB 20 1963
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

X Milt Lewis [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.

FEB 20 1953
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

X Milt Lewis [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.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FEB 20 1952

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

_____ [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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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.

FEB 20 1953
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

X Milt Jacobs [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.

FEB 2 0 1953
DEPARTMENT OF THE INTERIOR
Defense Materials Administration

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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

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_____

_____

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/$ _____, 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 _____ day of _____, 195___.

X Milt Lewis _____ [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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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.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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FEB 20 1953

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/_____

_____

_____

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/$ _____, 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 _____ day of _____, 195 ___.

X Milt Lewis _____ [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.

FEB 20 1953
DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

THE GREAT STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS MINING LEASE made and entered into this 19th day of January 1953 by and between MILT LEWIS, party of the first part, hereinafter referred to as OWNER, and C. F. RANDOLPH, ZEB RANDOLPH and WILKIE RANDOLPH, parties of the second part, hereinafter referred to as LESSEES,

W I T N E S S E T H:

That the OWNER, for and in consideration of the performance of the conditions and agreements and the payment of the royalties as hereinafter set forth, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, a certain tract or parcel of land, for mining purposes, located in Prices Creek Township, Yancey County, North Carolina, adjoining the other lands of Milt Lewis and bounded as follows:

> BEGINNING at the bars across the Milt Lewis mountain road at a point approximately 100 yards above the Milt Lewis dwelling house and runs thence with the domestic grape vines to the fence; thence up with the fence approximately 300 yards to a 12-inch Locust; thence continuing with the fence around and back to the BEGINNING, containing (by guess) 5 acres, more or less, and including what is known as the Mica Ridge.
>
> AND BEING a part of the tract of land described in a deed dated 8 February 1952 from W. W. Hennessee and wife, Ruby Hennessee to Milt Lewis, recorded in Yancey County Deed Book 109, page 123.

TO HAVE AND TO HOLD said premises for mining purposes unto the LESSEES, their heirs and assigns, for the period of time fixed in paragraph 1 below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and shall be and remain in full force and effect for a period of five (5) years from this date unless sooner terminated as hereinafter provided.

If the LESSEES should, for any cause whatever, fail for a period of thirty (30) days at any one time to conduct mining operations upon said premises in a workman-like manner, weather

permitting, using proper and sufficient machinery, tools, equipment and labor, then and in that event this lease shall automatically and immediately terminate and be of no further effect (EXCEPT the LESSEES shall and hereby expressly agree to pay all royalties or amounts due under this lease at the time of such termination) and upon the termination of this lease, the OWNER shall have the right to re-enter and take possession of the premises without further notice to the LESSEES.

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNER makes specific demand upon the LESSEES for such payment of royalty and the LESSEES fail to make full payment thereof within five (5) days from the date of such demand, then and in that event the OWNER may declare this lease terminated and of no further force and effect and, upon such termination, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES shall have a right to enter upon said premises and search for, dig, quarry and obtain mica and any and all other minerals found while mining for mica and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect.

The LESSEES shall have a right of ingress and egress so as to conduct mining operations on said premises and operate under this lease and shall have a right to use any existing roads and ways and shall have a right to construct and maintain other roads, power lines and ways on said lands for the purposes herein granted.

The LESSEES shall have a right to dump waste from said mines onto said premises as may be reasonably necessary in mining operations, but the LESSEES shall not dump any waste upon any of the flat lands or meadow lands of the OWNER.

3. MANNER OF WORK. The LESSEES shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workman-like manner, and the failure to do so for a period of thirty (30)

days at any one time, weather permitting, shall cause this lease to be terminated as stated in paragraph 1 above.

The LESSEES shall keep all mines and the premises in a clean, safe condition, shall do no unnecessary damage to the premises, and shall surrender the premises to the OWNER in a clean, safe condition upon the termination of this lease.

4. ROYALTY. The LESSEES shall and hereby expressly agree to pay to the OWNER a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8th) of the sales price of all mica; and

(b) The usual and customary royalty in this locality on any and all other minerals.

Payment of royalties shall be paid by the LESSEES to the OWNER immediately after each sale and within five (5) days from each sale of any mica or other minerals from said premises.

5. RECORDS AND STATEMENTS. The LESSEES shall keep an accurate DAILY record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all weights and amounts of all other minerals mined and removed from said premises and, at the time of payment of any royalty, the LESSEES shall furnish to the OWNER a duplicate statement from the purchaser showing the amounts, weights and prices of such minerals mined and removed from said premises.

The LESSEES shall also, at any time, exhibit to the OWNER the daily record of mica hereinabove required to be kept by the LESSEES.

The OWNER shall have a right to inspect all books and records of the LESSEES as to all minerals mined from said premises.

6. PREPARING MICA. The LESSEES shall property sheet and otherwise prepare all mica mined from said premises for market, using experienced and qualified workers, so that such mica will bring the highest market price.

All mica mined from said premises shall be sheeted and prepared for market upon the above-described lands and shall be kept and protected on the above premises and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

7. TIMBER. The LESSEES shall have a right to use timber from said premises as may be reasonably necessary for mining purposes under this lease, but no timber of the OWNER shall be used for any other purpose.

8. BUILDING AND STRUCTURES. The LESSEES shall have a right to erect such buildings on said premises as they may deem necessary and shall have a right to remove such building, machinery and equipment within ninety (90) days after the termination of this lease, but the LESSEES shall have no right to remove any buildings, erected by them, on said premises unless all royalties due under this lease are fully paid.

Mica House. The LESSEES shall construct a mica house upon said premises at a site to be agreed upon between the LESSEES and the OWNER for the purpose of sheeting, preparing and protecting all mica mined from said premises as stated in paragraph 6 above, and upon the termination of this lease such mica house built by the LESSEES shall be and become the property of the OWNER.

9. TIME TO BEGIN MINING OPERATIONS. The LESSEES shall begin mining operations upon said premises in a workman-like manner as above specified on or before the 31st day of January 1953, and the failure to do so shall cause this lease to automatically terminate and be of no further effect and the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

10. ASSIGNMENT. It is expressly understood and agreed that this lease shall not be transferred or assigned without the written consent of the OWNER.

11. COVENANTS. The OWNER covenants to and with the LESSEES, their heirs and assigns, that he has a right to execute this lease upon the terms herein contained; that the premises are free and clear from all encumbrances (EXCEPT a deed of trust as appears of record), and that he will forever warrant and defend the title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said OWNER and the said LESSEES have hereunto signed their signatures and affixed their seals the day and year first above written.

Milt Lewis (SEAL)
OWNER

C. F. Randolph (SEAL)
C. F. Randolph

W. F. Randolph (SEAL)
Wilkie Randolph

Zeb Randolph (SEAL)
Zeb Randolph

LESSEES

NORTH CAROLINA

YANCEY COUNTY

I, GLADYS YOUNG, Notary Public, do hereby certify that Milt Lewis, as OWNER, and C. F. Randolph, Zeb Randolph, Wilkie Randolph, as LESSEES, personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my signature and official seal this 20th day of January 1953.

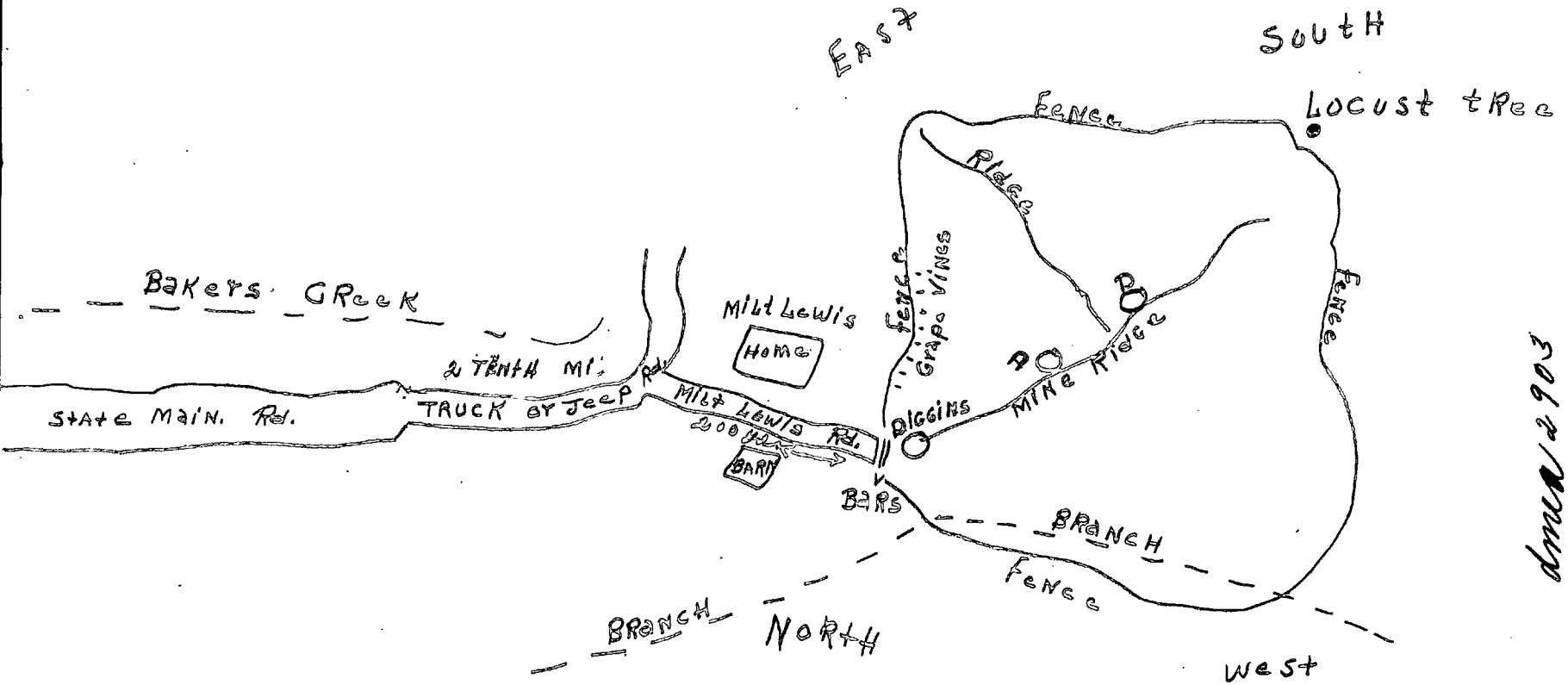
Gladys Young
Notary Public

My commission expires 24 January 1954.

NORTH CAROLINA, Yancy County:
The foregoing certificate (s) of Gladys Young each a Notary Public of the County and State designated, duly authenticated by his official seal affixed, has (have) been duly examined and found to be in proper form according to law, and the execution of the said instrument is thereupon adjudged sufficiently proven. Let the instrument, with the certificates, be registered.

This 21 day of January, 1953.

CLERK SUPERIOR COURT.


East
South
Locust tree
Fence
Ridge
Fence
Grape vines
Fence
Bakers Creek
Milt Lewis
Home
2 tenth mi.
State Main. Rd.
Truck or Jeep Rd.
Milt Lewis Rd.
200 yd.
Barn
Diggins
Mine Ridge
Bars
Branch
Fence
Branch
North
West

dmr 2903

Box 411
Sylva, N.C.

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