DMEA-2849
Beryl
Region VII

CLAY W. WATKINS, HENDERSONVILLE, NORTH CAROLINA. Margaret P. Smith Property, Yancey County, North Carolina.
Letter to the applicant denying the application. 3-4-53

Field Reports (continued)

DMEA-2849
Beryl
Region VII

CLAY W. WATKINS, HENDERSONVILLE, NORTH CAROLINA. Margaret P. Smith Property, Yancey County, North Carolina. 183
Field Report recommending denial. The report was referred to the Commodity Group. 2-27-53

G-MD-CNS REFER TO:

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

March 5, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2849 (Beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Clay W. Watkins, 913 Oakland Drive, Hendersonville, N. C.
Name of property: Margaret P. Smith property.
Location of property: In Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina.
Date of field team report: February 18, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

Van Alstine:jeh
G-3/5/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
files G-228

IN REPLY REFER TO:
G-MD-CRM

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

March 5, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2849 (Beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Clay W. Watkins, 913 Oakland Drive, Hendersonville, N. C.
Name of property: Margaret P. Smith property.
Location of property: In Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina.
Date of field team report: February 18, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

Van Alstine:jeh
G-3/5/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3
files G-228

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

March 3, 1953

Memorandum

To: L. G. Houk, Chief
Nonmetallics Division, DMEA

From: Robert F. Griffith
Rare and Precious Metals Branch

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 4 1953

Re: Beryl

Subject: Docket DMEA-2849, Margaret P. Smith Property,
Yancey County, N. C.

Based on the field team's recommendation, this office is in agreement with the denial of the subject application.

Signed
Robert F. Griffith

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2849, MARGARET P. SMITH PROPERTY
(Beryl)
Yancey County, N. C.

By

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

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

February 18, 1953

Reviewed by
DMEA OPERATING COMMITTEE
2-27-53
(date)

Field Examination Report on

MARGARET P. SMITH PROPERTY- (Beryl)

DMEA-2849
Applicant: Clay W. Watkins, 913 Oakland Dr.
Hendersonville, N. C.

Occasional crystals of beryl have been recovered from a pegmatite on this property. There is no evidence that a worthwhile deposit occurs on this property; therefore, the request for exploration assistance should be denied.

This property was inspected on February 11, 1953. Mr. D. G. Woody accompanied the field examiners and the examination required one hour.

The Margaret P. Smith property is in Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina. Access to the property is good.

At least 4 pegmatites have been explored by a cut about 200 feet long to a depth of about 25 feet. These pegmatites are emplaced in a hornblende gneiss and range in thickness from 6 to 12 feet. It is semi-weathered and is composed of kaolinized feldspar, gray quartz, and green mica. No beryl was located in place and only a few fragments/crystal were found in the dump.

This deposit has no merit for beryl and the mica is green, thus non strategic. This application should be denied, with no additional consideration.

February 18, 1953

K. H. Teague, USGS

L. L. Shirley, USBM

zm

MAR 4 1953

Mr. Clay M. Watkins
[illegible] Oakland Drive
Hendersonville, North Carolina

Re: Docket No. DMEA-2149 - Beryl
Margaret M. Smith Property
Yancey County, North Carolina

Dear Mr. Watkins:

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

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

Careful study of all our information, although noting a small amount of beryl on your lease, 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

Administrator

SAFeitler:gad 3/3/53

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 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-2349 - Beryl
Disposition: Denial
Applicant: Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina
Property: Margaret P. Smith Mine
Yancey County, North Carolina
Amount applied for: $8,700.00

Closing letter: Denial application attached hereto.

Docket Summary:

1/14/53 Application received.
2/20/53 Received report of examination by Kefton H. Teague, USGS, and Laurence E. Shirley, USBM, from Region VII.
3/3/53 Denial letter prepared

Resume:

The field report states that no beryl was found in place and only a few fragments of (beryl) crystal were found on the dump. The report is quoted as follows: "This deposit has no merit for beryl and the mica is green, thus nonstrategic. This application should be denied, with no additional consideration."

In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad 3/3/53

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

IN REPLY REFER TO:

G-MD-CNM

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

January 16, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2849 (Beryl).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey.
Applicant: Clay W. Watkins, 913 Oakland Drive, Henderson, North Carolina.
Name of property: None (Margaret P. Smith mine: See letter from Spruce Pine depot with DMEA application 2850.
Location of property: Two properties in Yancey County, North Carolina.
Estimated cost of project: $8,700.00.
Summary of applicant's proposal: Not stated.
Sources of information on applicant's property: None.
This pegmatite is in an area containing several deposits, and possibly we have data on it under a name not reported by the applicant.
Comments: See DMEA applications 2850, 2851, and 2852.
RECOMMENDATION:
Field examination.

J. J. Norton

Norton:jeh
G-1/16/53

cc: Director's reading 4212
Branch " "
DMEA
Norton G-230

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DME A-2849

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.

Routing Slip

CYS TO USBM,USGS.1 cy retained Region VII

To:	Code 600 Rm 4637	Date	1/14/53
To:	Feather	Date	1/14/52
To:	Open Corr	Date	3-4-53
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

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 FIELD TEAM REPORT ON APPLICATION DMEA-2849 (Beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Clay W. Watkins, 913 Oakland Drive, Hendersonville, N. C.
Name of property: Margaret P. Smith property.
Location of property: In Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina.
Date of field team report: February 18, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

G-MD-CMM

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 FIELD TEAM REPORT ON APPLICATION DMEA-2849 (Beryl)

To: L. G. Houk, Defense Minerals Exploration Administration
From: R. E. Van Alstine, U. S. Geological Survey
Applicant: Clay W. Watkins, 913 Oakland Drive, Hendersonville, N. C.
Name of property: Margaret P. Smith property.
Location of property: In Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina.
Date of field team report: February 18, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

Van Alstine:jeh
G-3/5/53
cc: Director's reading 4212
Branch reading 4212
DMEA 3 ✓
files G-228

FILE COPY
SURNAME:

Feitler
Houk
Van Alstyne
Duffith
Hedges
Lemmon

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

MAR 4 1953

Mr. Clay . Watkins
912 Highland Drive
Hendersonville, North Carolina

Re: Docket No. DMRA-2349 - Beryl
Margaret E. Smith Property
Yancey County, North Carolina

Dear Mr. Watkins:

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

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

Careful study of all our information, although noting a small amount of beryl on your lease, 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 (for)
Administrator

SAFeitler:gad 3/3/53

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

3/4/53

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON 25, D. C.

March 3, 1953

Memorandum

To: L. G. Houk, Chief
Nonmetallics Division, DMEA

From: Robert F. Griffith
Rare and Precious Metals Branch

Re: Beryl

Subject: Docket DMEA-2849, Margaret P. Smith Property,
Yancey County, N. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 4 1953

Based on the field team's recommendation, this office is in agreement with the denial of the subject application.

Robert F. Griffith

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

March 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-2849 - Beryl
Disposition: Denial
Applicant: Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina
Property: Margaret P. Smith Mine
Yancey County, North Carolina
Amount applied for: $8,700.00

Closing letter: Denial application attached hereto.

Docket Summary:

1/14/53 Application received.
2/20/53 Received report of examination by Kefton H. Teague, USGS, and Laurence E. Shirley, USBM, from Region VII.
3/3/53 Denial letter prepared

Resume:

The field report states that no beryl was found in place and only a few fragments of (beryl) crystal were found on the dump. The report is quoted as follows: "This deposit has no merit for beryl and the mica is green, thus nonstrategic. This application should be denied, with no additional consideration."

In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Stanley A. Feitler
Nonmetallic Minerals Division

FILE COPY
SURNAME:

Feitler
Houk

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

March 3, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing review of Docket No. DMEA-2849 - Beryl
Disposition: Denial
Applicant: Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina
Property: Margaret P. Smith Mine
Yancey County, North Carolina
Amount applied for: $8,700.00

Closing letter: Denial application attached hereto.

Docket Summary:

1/14/53 Application received.
2/20/53 Received report of examination by Kefton H. Teague, USGS, and Laurence E. Shirley, USBM, from Region VII.
3/3/53 Denial letter prepared

Resume:

The field report states that no beryl was found in place and only a few fragments of (beryl) crystal were found on the dump. The report is quoted as follows: "This deposit has no merit for beryl and the mica is green, thus nonstrategic. This application should be denied, with no additional consideration."

In view of the unfavorable report by the field team in Region VII, the Nonmetallic Minerals Division of DMEA recommends denial of this application.

Stanley A. Feitler
Nonmetallic Minerals Division

SAFeitler:gad 3/3/53

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
FEB 20 1953

gcl
3/3/53

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2849, MARGARET P. SMITH PROPERTY
(Beryl)
Yancey County, N. C.

By

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

-

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

-

February 18, 1953

Reviewed by
DMEA OPERATING COMMITTEE

2-27-53
(date)

Field Examination Report on

MARGARET P. SMITH PROPERTY- (Beryl)

DMEA-2849
Applicant: Clay W. Watkins, 913 Oakland Dr.
Hendersonville, N. C.

Occasional crystals of beryl have been recovered from a pegmatite on this property. There is no evidence that a worthwhile deposit occurs on this property; therefore, the request for exploration assistance should be denied.

This property was inspected on February 11, 1953. Mr. B. G. Woody accompanied the field examiners and the examination required one hour.

The Margaret P. Smith property is in Sugar Hollow, 1.8 miles N. 70° E. of Burnsville, Yancey County, North Carolina. Access to the property is good.

At least 4 pegmatites have been explored by a cut about 200 feet long to a depth of about 25 feet. These pegmatites are emplaced in a hornblende gneiss and range in thickness from 6 to 12 feet. It is semi-weathered and is composed of kaolinized feldspar, gray quartz, and green mica. No beryl was located in place and only a few fragments of crystal were found in the dump.

This deposit has no merit for beryl and the mica is green, thus non strategic. This application should be denied, with no additional consideration.

February 18, 1953

K. H. Teague, USGS

L. E. Shirley, USBM

zm

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 20 1953

February 18, 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, DMEA Region 7

Subject: Field Team Report on DMEA-2849, Margaret P. Smith Property (Beryl)

Attached hereto are four copies of the above subject report. The field team concurs in the denial of this application.

Robert A. Laurence
Robert A. Laurence,
Executive Officer, DMEA

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

Reviewed by
DMEA OPERATING COMMITTEE
2-27-53
(date)

Mr. Feiter

JAN 23 1958

[illegible]

[illegible]

[illegible]

[illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

[illegible]

[illegible]

RAdams/cc

CC: Docket 2850
Docket 2849
docket 2851
docket 2852
Adm. Reading File

IN REPLY REFER TO:
G-MD-CNM

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

January 16, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 16 1953

Memorandum

REVIEW OF APPLICATION DMEA-2849 (Beryl).

To: L. G. Houk, Defense Minerals Exploration Administration.
From: J. J. Norton, U. S. Geological Survey.
Applicant: Clay W. Watkins, 913 Oakland Drive, Henderson, North Carolina.
Name of property: None (Margaret P. Smith mine? See letter from Spruce Pine depot with DMEA application 2850.
Location of property: Two properties in Yancey County, North Carolina.
Estimated cost of project: $8,700.00.
Summary of applicant's proposal: Not stated.
Sources of information on applicant's property: None.
This pegmatite is in an area containing several deposits, and possibly we have data on it under a name not reported by the applicant.
Comments: See DMEA applications 2850, 2851, and 2852.
RECOMMENDATION:
Field examination.

R. E. Van Alstine
for J. J. Norton

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 14 1953

MF-103
(Revised April

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. 10 m 84-2849
Metal or Mineral
Date Received
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: Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina

(*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
Land- 300 acres in Yancey County, N.C.-owned by Margaret P. Smith.
Land- 60½ acres in Yancey County, N.C.-owned by Margaret P. Smith.
For legal description see copy of lease attached to "mica loan" application by Watkins on same property.

(*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~~
Lessee.

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

(*e*) If you own the land, describe any liens or encumbrances on it
Do not own.

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

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

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

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

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

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

16—66551-1

See 4. attached hereto.

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

(*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 60 days and be completed within 6 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 January 7th., 1953, 1953

Clay W. Watkins
(Applicant)
Clay W. Watkins

By

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

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

Margarret P. Smith
(Beryl lease)

Application- m f-103

Clay W. Watkins
Hendersonville, N. C.

4.
a- no exploration or mining operations on the property at present.

b- prospected two years ago - not being operated.

c- a strike is apparent - an imbedded vein of pegmatic structure. the Beryl is of the massive type.— a sample has been submitted to the Government Depot at Spruce Pine, North Carolina, and approved for acceptance.

d- this property is located about three miles east of Burnsville, and about 3/4 mile off paved road. — product will be truck hauled to Spruce Pine -14 miles- for processing.

e- plenty of experienced manpower available. — materials, supplies and equipment readily obtainable. — water and electric power are available.

5.
a- Beryl.

b- see map and data attached hereto.

c- will start work within 60 days and expect to complete within 6 months from date of exploration project contract.

d- Applicant has had more than 20 years experience in minerals mining and is thoroughly familiar with the methods prevailing in this area.
also expects to hire only experienced foremen and workmen whom he knows in this section.

Margaret .P. Smith
Beryl lease

Application- mf-103

Clay W. Watkins
Hendersonville, North Carolina.

6.

a- no independent contracts.

b- one foreman $ 1.50 per hour-30 days-8 hour day	$ 360.
four workmen $ 1.80 per hour-30days-8hour day	960.
supervising and engineering $ 20. per day	600.
c- 2 sets of shovels, picks, mattocks, small tools	100.
2 wheelbarrows	40.
dynamite and caps for 2 shaft operations	200.
bits and drilling steels for 2 shaft operations	300.
d- air compressor and jack hammer	3,000.
hoist	2,000.
water pump and pipes	500.
e- none.	
f- toolhouse	60.
dynamite storage house	20.
dynamite caps storage house	20.
g- maintenance of equipment and use $ 10. per day	300.
insurance and payroll taxes	75.
h- contingencies	155.
Total	$ 8,700.

7.

a- Yes.

b- Money- ten per cent or $ 870.—
in addition, applicant expects to devote full time to overseeing operations.

2 shaft operation contemplated.

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

January 14, 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-2849 Watkins, Clay W.

ROBERT E. ADAMS

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

January 14, 1953

Mr. Clay W. Watkins
913 Oakland Drive
Hendersonville, N. C.

Subject: DMEA-2849
Re: Exploration Assistance

My dear Mr. Watkins:

The receipt of your application dated January 7, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2849 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2849 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

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

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

January 12, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 14 1953

Memorandum

To: Operating Committee, D M E A - Washington

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

Subject: Application. Clay W. Watkins, Henderson, N.C. (Beryl, on the Margaret P. Smith Lease)

Transmitted herewith are 3 copies of the above application, 5 copies of his lease (unsigned), 5 copies of Owner's Consent to Lien, and other pertinent information pertaining to the application. A signed copy of Applicant's lease is attached to a separate application for DMEA assistance in exploring a mica deposit on the same property.

Benjamin Gildersleeve

Benjamin Gildersleeve

Spruce Pine, N. C.

January 7, 1953

Mr. Clay W. Watkins,
913 Oakland Drive,
Hendersonville, N. C.

Dear Mr. Watkins-

We are in receipt of samples of Mica from the Margaret P. Smith Mine, also samples of Beryl from this same mine. We are pleased to advise that this Mica with proper preparation will be acceptable under the present mica purchasing program.

Yours very truly,

W. S. Flynt, Superintendent
Spruce Pine Mica Depot

WSF:mpb

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 14 1953

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-2849
Metal or Mineral
Date Received 1/14/53
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: Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina

(*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
Land- 300 acres in Yancey County, N.C.-owned by Margaret P. Smith.
Land- 60½ acres in Yancey County, N.C.-owned by Margaret P. Smith.
For legal description see copy of lease attached to "mica loan" application by Watkins on same property.

(*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~~
Lessee.

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

(*e*) If you own the land, describe any liens or encumbrances on it
Do not own.

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

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

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

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

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

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

16—66551-1

See 4. attached hereto.

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

(*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 60 days and be completed within 6 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 January 7th., 1953, 195

Clay W. Watkins
(Applicant)
Clay W. Watkins

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

Margarret P. Smith
(Beryl lease)

Application- m f-103

Clay W. Watkins
Hendersonville, N. C.

4.
a- no exploration or mining operations on the property at present.

b- prospected two years ago - not being operated.

c- a strike is apparent - an imbedded vein of pegmatic structure. the Beryl is of the massive type. - a sample has been submitted to the Government Depot at Spruce Pine, North Carolina, and approved for acceptance.

d- this property is located about three miles east of Burnsville, and about 3/4 mile off paved road. — product will be truck hauled to Spruce Pine -14 miles- for processing.

e- plenty of experienced manpower available. — materials, supplies and equipment readily obtainable. — water and electric power are available.

5.
a- Beryl.

b- see map and data attached hereto.

c- will start work within 60 days and expect to complete within 6 months from date of exploration project contract.

d- Applicant has had more than 20 years experience in minerals mining and is thoroughly familiar with the methods prevailing in this area. —
also expects to hire only experienced foremen and workmen whom he knows in this section.

Margaret .p. Smith
Beryl lease

Application- mf.103

Clay W. Watkins
Hendersonville, North Carolina.

6.

a- no independent contracts.

b- one foreman $ 1.50 per hour-30 days-8 hour day		$ 360.
four workmen $ 1.00 per hour-30days-8hour day		960.
supervising and engineering $ 20. per day		600.
c- 2 sets of shovels, picks, mattocks, small tools		100.
2 wheelbarrows		40.
dynamite and caps for 2 shaft operations		200.
bits and drilling steels for 2 shaft operations		300.
d- air compressor and jack hammer		3,000.
hoist		2,000.
water pump and pipes		500.
e- none.		
f- toolhouse		60.
dynamite storage house		20.
dynamite caps storage house		20.
g- maintenance of equipment and use $ 10. per day		300.
insurance and payroll taxes		75.
h- contingencies		165.
	Total	$ 8,700.

7.

a- Yes.

b- Money- ten per cent or $ 870.-
in addition, applicant expects to devote full time to overseeing operations.

2 shaft operation contemplated.

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 North Carolina, County of Yancey, described as follows: 1/ Those certain tracts or parcels of land belonging to Margaret P. Smith situate and lying in Burnsville Township, Yancey County, N. C., and East of Burnsville, N. C. ,and being 300 acres described in deed recorded in Deed Book 39, at Page 224, and 60½ acres described in deed recorded in Deed Book 50, at Page 81, excepting several small parcels conveyed to various parties.

Land sold to Harris, mineral rights excepted by Margaret Smith.

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/ Clay W. Watkins

913 Oakland Drive, Hendersonville, North Carolina.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000., 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 5th. day of January, 1953.

Margaret P. Smith [Seal] Margaret P. Smith

[Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, ~~or seller~~ has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Those certain tracts or parcels of land belonging to Margaret P. Smith situate and lying in Burnsville Township, Yancey County, N. C., and East of Burnsville, N. C. ,and being 300 acres described in deed recorded in Deed Book 39, at Page 224, and 60½ acres described in deed recorded in Deed Book 50, at Page 81, excepting several small parcels conveyed to various parties.

Land sold to Harris, mineral rights excepted by Margaret Smith.

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/ Clay W. Watkins

913 Oakland Drive, Hendersonville, North Carolina.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000., 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 5th. day of January, 195 3.

Margaret P. Smith [Seal] Margaret P. Smith

[Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, ~~or seller~~ has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Those certain tracts or parcels of land belonging to Margaret P. Smith situate and lying in Burnsville Township, Yancey County, N. C., and East of Burnsville, N. C. ,and being 300 acres described in deed recorded in Deed Book 39, at Page 224, and 60½ acres described in deed recorded in Deed Book 50, at Page 81, excepting several small parcels conveyed to various parties.

Land sold to Harris, mineral rights excepted by Margaret Smith.

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/ Clay W. Watkins

913 Oakland Drive, Hendersonville, North Carolina.

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 production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000., 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 5th. day of January, 1953.

Margaret P. Smith [Seal] Margaret P. Smith

[Seal]

[Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, ~~or seller~~ has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Those certain tracts or parcels of land belonging to Margaret P. Smith situate and lying in Burnsville Township, Yancey County, N. C., and East of Burnsville, N. C., and being 300 acres described in deed recorded in Deed Book 39, at Page 224, and 60½ acres described in deed recorded in Deed Book 50, at Page 81, excepting several small tracts conveyed to various parties.

Land sold to Harris, mineral rights excepted by Margaret Smith.

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/ Clay W. Watkins

913 Oakland Drive, Hendersonville, North Carolina.

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 production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000., 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 5th. day of January, 195 3.

Margaret P. Smith [Seal] Margaret P. Smith

_____ [Seal]

_____ [Seal]

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

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

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

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

RELEVANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, ~~or seller~~ has an interest in certain property in the State of North Carolina, County of Yancey, described as follows:1/ Those certain tracts or parcels of land belonging to Margaret P. Smith situate and lying in Burnsville Township, Yancey County, N. C., and East of Burnsville, N. C, and being 300 acres described in deed recorded in Deed Book 39, at Page 224, and 60½ acres described in deed recorded in Deed Book 50, at Page 81, excepting several small tracts conveyed to various parties.

Land sold to Harris, mineral rights excepted by Margaret Smith.

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/ Clay W. Watkins

913 Oakland Drive, Hendersonville, North Carolina.

hereinafter called the "Operator"; and

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

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 10,000., 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 5th. day of January, 1953.

Margaret P. Smith [Seal] Margaret P. Smith

[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.

-Mining Mineral Lease-

Indenture of lease made and entered into this 27th. day of March 1951. by and between Margaret Smith, unmarried, lessor and Clay W. Watkins, lessee.

Lessor is owner of real property hereinafter described- does hereby lease- for royalties- sole and exclusive mining and mineral rights;

royalties-

feldspar	$ .35 per ton
mica	10 per cent of gross sales price
Beryl	$ 5.00 per ton
other minerals	as set forth in lease

property described as follows;

Those certain tracts or parcels of land belonging to the said Margaret P. Smith situate and lying in Burnsville Township, Yancey County, North Carolina, East of Burnsville, N.C., and being the lands described in deed books 50 at page 81 and book 39 at page 284. These deeds called for 300 acres in the deed in book 39 at page 284 and for 60½ acres in deed book 50 at page 81, but since Margaret P. Smith came into possession of theselands she has conveyed several small tracts to various parties, it is understood and agreed to by all parties that the said Margaret P. Smith is only leasing the lands she now owns in fee.

Land sold to Harris, mineral rights excepted by Margaret Smith.

The term of this lease shall be ten years-10 years-from and after the date of these presents-with sole and exclusive option to renew for an additional ten-10-years.

Lessee, his heirs and assigns shall have a 3 year prospecting period- free from royalties.

All equipment , tools, machinery,etc., placed upon the property by lessee shall not become fixtures but shall remain the property of the lessee, with right of removal.

Lessee is expressly authorized to assign or sell this lease,and/or sublet the leased premises.

This lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

Note- a full and complete copy of this lease is attached to the "mica loan application" of Clay W. Watkins relating to and upon this same property.

-Mining Mineral Lease-

Indenture of lease made and entered into this 27th. day of March 1951, by and between Margaret Smith, unmarried, lessor and Clay W. Watkins, lessee.

Lessor is owner of real property hereinafter described- does hereby lease- for royalties- sole and exclusive mining and mineral rights;

royalties-

feldspar	$ .35	per ton
mica	10 per cent of gross sales price	
Beryl	$ 5.00	per ton
other minerals	as set forth in lease	

property described as follows;

Those certain tracts or parcels of land belonging to the said Margaret P. Smith situate and lying in Burnsville Township, Yancey County, North Carolina, East of Burnsville, N.C., and being the lands described in deed books 50 at page 81 and book 39 at page 224. These deeds called for 300 acres in the deed in book 39 at page 224 and for 60½ acres in deed book 50 at page 81, but since Margaret P. Smith came into possession of theselands she has conveyed several small tracts to various parties, it is understood and agreed to by all parties that the said Margaret P. Smith is only leasing the lands she now owns in fee.
Land sold to Harris, mineral rights excepted by Margaret Smith.

The term of this lease shall be ten years-10 years-from and after the date of these presents-with sole and exclusive option to renew for an additional ten-10-years.

Lessee, his heirs and assigns shall have a 3 year prospecting period- free from royalties.

All equipment , tools, machinery,etc., placed upon the property by lessee shall not become fixtures but shall remain the property of the lessee, with right of removal.

Lessee is expressly authorized to assign or sell this lease,and/or sublet the leased premises.

This lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

Note- a full and complete copy of this lease is attached to the" mica loan application" of Clay W. Watkins relating to and upon this same property.

-Mining Mineral Lease-

Indenture of lease made and entered into this 27th. day of March 1951, by and between Margaret Smith, unmarried, lessor and Clay W. Watkins, lessee.

Lessor is owner of real property hereinafter described- does hereby lease- for royalties- sole and exclusive mining and mineral rights;

royalties-

feldspar	$ .35 per ton
mica	10 per cent of gross sales price
Beryl	$ 5.00 per ton
other minerals	as set forth in lease

property described as follows;

Those certain tracts or parcels of land belonging to the said Margaret P. Smith situate and lying in Burnsville Township, Yancey County, North Carolina, East of Burnsville, N.C., and being the lands described in deed books 50 at page 81 and book 39 at page 224. These deeds called for 300 acres in the deed in book 39 at page 224 and for 60½ acres in deed book 50 at page 81, but since Margaret P. Smith came into possession of theselands she has conveyed several small tracts to various parties, it is understood and agreed to by all parties that the said Margaret P. Smith is only leasing the lands she now owns in fee.
Land sold to Harris, mineral rights excepted by Margaret Smith.

The term of this lease shall be ten years-10 years-from and after the date of these presents-with sole and exclusive option to renew for an additional ten-10-years.

Lessee, his heirs and assigns shall have a 3 year prospecting period- free from royalties.

All equipment , tools, machinery,etc., placed upon the property by lessee shall not become fixtures but shall remain the property of the lessee, with right of removal.

Lessee is expressly authorized to assign or sell this lease,and/or sublet the leased premises.

This lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

Note- a full and complete copy of this lease is attached to the "mica loan application" of Clay W. Watkins relating to and upon this same property.

-Mining Mineral Lease-

Indenture of lease made and entered into this 27th. day of March 1951, by and between Margaret Smith, unmarried, lessor and Clay W. Watkins, lessee.

Lessor is owner of real property hereinafter described- does hereby lease- for royalties- sole and exclusive mining and mineral rights;

royalties-

feldspar	$ .35 per ton
mica	10 per cent of gross sales price
Beryl	$ 5.00 per ton
other minerals	as set forth in lease

property described as follows;

Those certain tracts or parcels of land belonging to the said Margaret P. Smith situate and lying in Burnsville Township, Yancey County, North Carolina, East of Burnsville, N.C., and being the lands described in deed books 50 at page 81 and book 39 at page 224. These deeds called for 300 acres in the deed in book 39 at page 224 and for 60½ acres in deed book 50 at page 81, but since Margaret P. Smith came into possession of theselands she has conveyed several small tracts to various parties, it is understood and agreed to by all parties that the said Margaret P. Smith is only leasing the lands she now owns in fee.

Land sold to Harris, mineral rights excepted by Margaret Smith.

The term of this lease shall be ten years-10 years-from and after the date of these presents-with sole and exclusive option to renew for an additional ten-10-years.

Lessee, his heirs and assigns shall have a 3 year prospecting period- free from royalties.

All equipment , tools, machinery,etc., placed upon the property by lessee shall not become fixtures but shall remain the property of the lessee, with right of removal.

Lessee is expressly authorized to assign or sell this lease,and/or sublet the leased premises.

This lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

Note- a full and complete copy of this lease is attached to the "mica loan application" of Clay W. Watkins relating to and upon this same property.

-Mining Mineral Lease-

Indenture of lease made and entered into this 27th. day of March 1951, by and between Margaret Smith, unmarried, lessor and Clay W. Watkins, lessee.

Lessor is owner of real property hereinafter described- does hereby lease- for royalties- sole and exclusive mining and mineral rights;

royalties-	feldspar	$ .35 per ton
	mica	10 per cent of gross sales price
	Beryl	$ 5.00 per ton
other minerals		as set forth in lease

property described as follows;

Those certain tracts or parcels of land belonging to the said Margaret P. Smith situate and lying in Burnsville Township, Yancey County, North Carolina, East of Burnsville, N.C., and being the lands described in deed books 50 at page 81 and book 39 at page 224. These deeds called for 300 acres in the deed in book 39 at page 224 and for 60½ acres in deed book 50 at page 81, but since Margaret P. Smith came into possession of theselands she has conveyed several small tracts to various parties, it is understood and agreed to by all parties that the said Margaret P. Smith is only leasing the lands she now owns in fee.
Land sold to Harris, mineral rights excepted by Margaret Smith.

The term of this lease shall be ten years-10 years-from and after the date of these presents-with sole and exclusive option to renew for an additional ten-10-years.

Lessee, his heirs and assigns shall have a 3 year prospecting period- free from royalties.

All equipment , tools, machinery,etc., placed upon the property by lessee shall not become fixtures but shall remain the property of the lessee, with right of removal.

Lessee is expressly authorized to assign or sell this lease,and/or sublet the leased premises.

This lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

Note- a full and complete copy of this lease is attached to the "mica loan application" of Clay W. Watkins relating to and upon this same property.

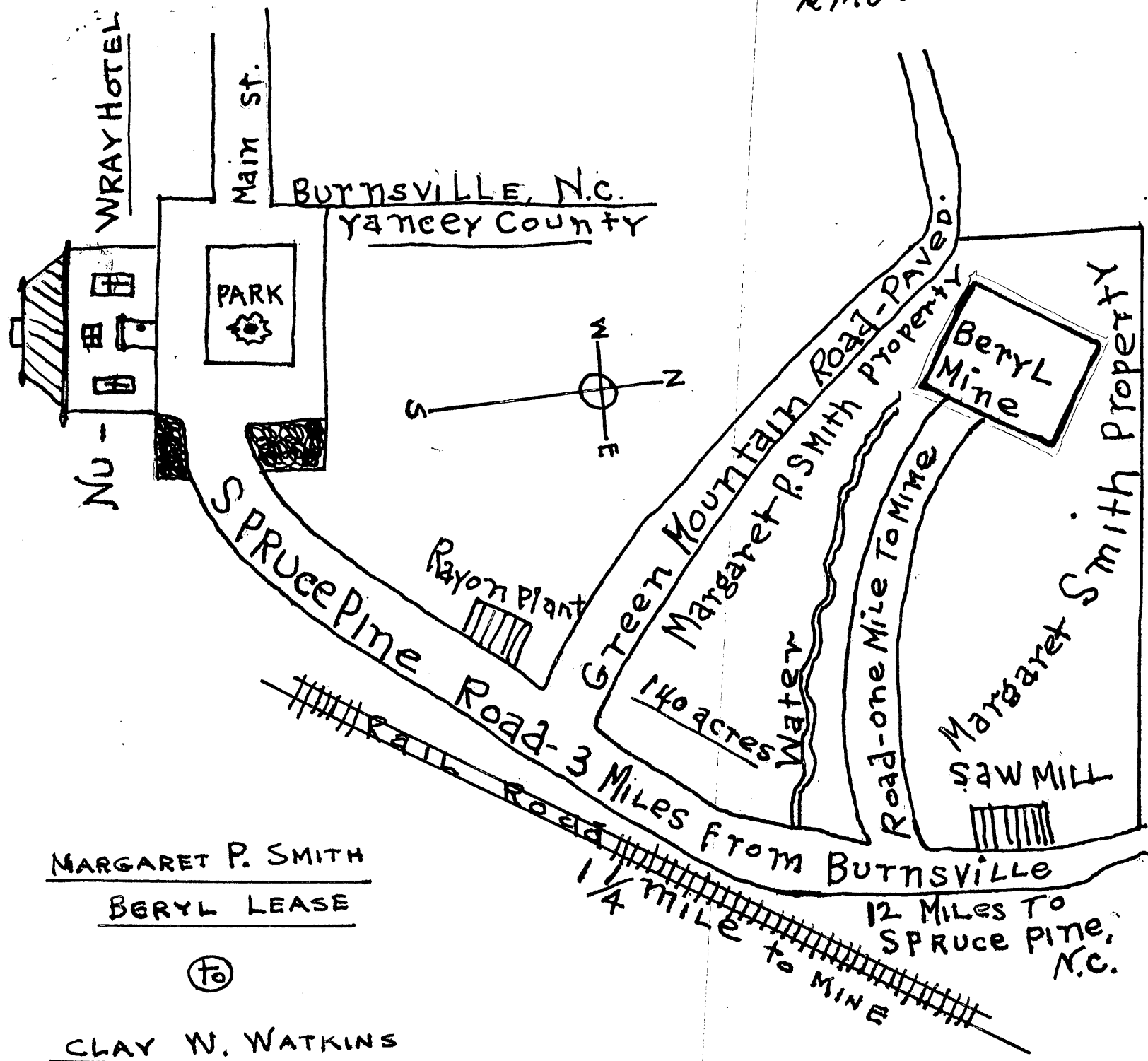
UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS
EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

OFFICIAL BUSINESS

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

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

NMEA 2849



MARGARET P. SMITH
BERYL LEASE

(To)

CLAY W. WATKINS
HENDERSONVILLE, N.C.

1 copy of map received
1/14/53

KNOXVILLE
JAN 12
7 PM
1953
TENN.

1

~~Form 8-30~~
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
Knoxville, Tenn.

~~OFFICIAL BUSINESS~~

16—47319-2

PENALTY F
PAYM

Frank E. Johnson, Chairman
Operating Committee, S.R.L.
Department of the Interior
Washington 25, D.C.