DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2851

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 in Reg. VII

To:	Code 600 Rm 4637	Date	1/14/53
To:	Robertson	Date	1-19-53
To:	Oper Com	Date	2-6-53
To:	Oper Com.	Date	3-4-53
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 6..

Robertson
Frank
Van Alstine
Gulson
Lemmon
Hedges
Selfridge

BW

J.C. 3/4/53

Mr. Clay L. Watkins
913 Oakland Drive
Hendersonville, North Carolina

MAR 4 1953

Re: Docket No. DMMA-2851 - Mine
Styles-Fouts Mine
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 material 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 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 the property to our attention.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

JTRobertson:gad 3/2/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Norton, G-232 GSA Bldg.
Mr. Houk

FILE COPY
SURNAME:

Robertson
Hugh
Debnit

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

March 2, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division J.C. 3/4/53

Subject: A closing review of Docket No. DMFA-2851 - Mica
Contract: None - A denial
Property: Styles-Fouts Mine, located along the east side of Plum Branch, 1.6 Miles North of U. S. Hwy. No. 19 and 3.9 airline miles from Burnsville, Yancey County, North Carolina.
Applicant: Clay W. Watkins, Lessee
913 Oakland Drive
Hendersonville, North Carolina
Amount applied for - $8,000

Closing Letter: Attached hereto is copy of letter denying assistance for this application.

Docket Summary:

1/14/53	Application received from Region VII.
1/14/53	Application acknowledged.
2/6/53	A field examination requested from Region VII.
2/8/53	Date of Report of Examination by Field Team, Region VII. Report written by Kefton H. Teague, USGS and Lawrence E. Shirley, USBM.
_____	Letter of denial of application sent to applicant.

Resume:

The examination report in part states: "A feldspar mine has been operated at this place. Occasional small pieces of ruby mica occur in the coarse feldspathic pegmatite, but not in sufficient quantity or size to justify exploration."

"This pegmatite appears to have merit as a producer of block feldspar, but there is no possibility for the production of strategic sheet mica, neither as the main product or as a by-product. Therefore, this application for exploration assistance should be denied."

Comment:

In view of the unfavorable report submitted by the DMEA Field Team, Region VII, the Nonmetallic Minerals Division concurs in a denial of this application.

Jasper T. Robertson
Nonmetallic Minerals Division

JTRobertson:gad 3/2/53

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 2, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A closing review of Docket No. DMEA-2851 - Mica
Contract: None - A denial
Property: Styles-Fouts Mine, located along the east side of Plum Branch, 1.6 Miles North of U. S. Hwy. No. 19 and 3.9 airline miles from Burnsville, Yancey County, North Carolina.
Applicant: Clay W. Watkins, Lessee
913 Oakland Drive
Hendersonville, North Carolina
Amount applied for - $8,000

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"This pegmatite appears to have merit as a producer of block feldspar, but there is no possibility for the production of strategic sheet mica, neither as the main product or as a by-product. Therefore, this application for exploration assistance should be denied."

Comment:

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Jasper T. Robertson
Nonmetallic Minerals Division

IN REPLY REFER TO:

Mr. R.

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

February 27, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 2 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2851 (mica)

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: Style-Fouts mine.
Location of property: on east side of Plum Branch, 1.6 miles north of U. S. Highway No. 19. It is 3.9 airline miles N. 68° 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: No possibility for the production of strategic sheet mica; therefore, denial.
Comments: None

ACTION SUGGESTED: Follow field team's recommendation.

R. E. Van Alstine

R. E. Van Alstine

Mr. Robertson

GCL
3/3/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

STYLE-FOUTS MINE (Mica)
DMEA-2851

Yancey County, North Carolina

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

STYLES--FOUTS MINE

DMEA-2851, (Mica)
Applicant: Clay W. Watkins, 913 Oakland Drive,
Hendersonville, N. C.

A feldspar mine has been operatored at this place. Occasional small pieces of ruby mica occur in the coarse feldspathic pegmatite, but not in sufficient quantity or size to justify exploration. The application should be denied.

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

The Styles-Fouts mine is located along the east side of Plum Branch, 1.6 miles north of U. S. Highway No. 19. It is 3.9 airline miles N. 68° E., of Burnsville, Yancey County, North Carolina. Access to the mine is good.

A feldspar pegmatite emplaced in hornblende gneiss has been worked along the strike for about 200 feet by numerous pits about 25 feet deep. It has been worked entirely for feldspar, and apparently very little mica has ever been recovered. The intrusion is more than 30 feet thick and contains perthite feldspar crystals more than two feet across. There is no apparent zoning present. The mica occurs as small thin books scattered throughout the pegmatite.

This pegmatite appears to have merit as a producer of block feldspar, but there is no possibility for the production of strategic sheet mica, neither as the main product or as a by-product. Therefore, this application for exploration assistance should be denied.

February 18, 1953

K. H. Teague, U.S.G.S.

L. E. Shirley, U.S.B.M.

zm

FILE COPY
SURNAME:

Robertson
Hough
Selfridge

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

FEB 6 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 15, Post Office Building
Knoxville 2, Tennessee

Subject: Docket No. DMEA-2351 - Mica
Stylas-Fouts Mine
(Hamrick-Fouts)
Yancey County, North Carolina

Dear Mr. Laurence:

A field examination is requested for the subject exploration assistance application.

Please find enclosed for your file, and information, a copy of a memorandum by J. F. Dietrich, USBM, and one by J. J. Norton, USGS, both pertaining to the application.

Sincerely yours,

George S. Selfridge (JHB)

Chairman, Operating Committee

SH 2-6-53

Approved:

J. H. Hedges (JHB)

Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)

Member, Geological Survey

Enclosures 2

JTRobertson:gad 2/5/53

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

FILE COPY
SURNAME:

Robertson
Hoyle
Lefrodge

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

FEB 6 1953

Mr. Clay W. Watkins
913 Oakland Drive
Hendersonville, North Carolina

Subject: Docket No. DMEA-2851 - Mica
Styles-Fouts Mine
(Hamrick-Fouts)
Yancey County, North Carolina

Dear Mr. Watkins:

Your application for assistance in exploring the Styles-Fouts Mine, Yancey County, North Carolina, 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 the property. Any assistance that you may render the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (for) J.N. 2-6-53

Administrator

JTRobertson:gad 2/4/53

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

Mr. Robertson

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 30 1953

January 29, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2851, Mica, Styles-Fouts Mine, Yancey County, North Carolina

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

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.

Mr. Houston

January 16, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 16 1953

Memorandum

REVIEW OF APPLICATION DMEA-2851 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Clay W. Watkins, 913 Oakland Drive, Hendersonville, North Carolina.
Name of property: Styles-Fouts mine.
Location of property: Yancey Co., N. C.
Estimated cost of project: $8,000.00.
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:
1) See DMEA applications 2849, 2850, and 2852.
2) Prospected 2 years ago, but not operated.
3) Sample of ruby mica approved by Government department at Spruce Pine, North Carolina.

RECOMMENDATION:

Field examination.

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

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-2851 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-2851
Re: Exploration Assistance
Styles-Fouts Mine

My dear Mr. Watkins:

The receipt of your application dated January 5, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2851 and referred to the Nonmetallic Minerals Division

Kindly refer to DMEA-2851 in any future correspondence relating to your application.

Sincerely yours,

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 14 1953

MF-1
(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-2851
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

Strip of land 600 feet wide in Yancey County, North Carolina-owned by Frances M. Hamrick, Dover R. Fouts and wife Madge Fouts. For legal description see copy of lease attached hereto.

(*b*) State any mine name by which the property is known. Styles-Fouts Mine.

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

Lessee.

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

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

Donot 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 mineral or minerals for which you wish to ore .....

Strategic Mica.

(*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 5th., 1953, 1953

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

Application- mf 103

Clay W. Watkins
Hendersonville, N.C.

4.

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

b.- prospected two years ago but not operated.

c.- A strike is apparent which appears to be at a 20 to 25 degree angle and is an imbedded vein of pegmatic structure. The strategic mica is of the Ruby type. A sample has been submitted to the Government Department at Spruce Pine, N. C. and approved for acceptance.

d.- This property is located about five miles east of Burnsville, North Carolina, and about 3/4 mile off a hard surfaced road. product will be truck hauled to Micaville - 3 miles- or to Spruce Pine- 10 miles- for processing.

e.- Plenty of experienced manpower is available. Materials, supplies and equipment are readily obtainable. Water and electric power are available.

5.

a.-
Strategic mica.

b.-
See map and data attached hereto.

c.-
Will start work within 60 days and expect to complete within six months from date of exploration prject contract.

d.-
Aplicant hashad more than 20 years experience in minerals mining and is thouroughly familiar with the methods employed in this area.
Also expect to hire only experienced foremen and workmen whom he knows in this section.

Application - mf 103

Clay W. Watkins
Hendersonville, N. C.

6.

a- no independent contracts.

b-	one foreman $1.50 per hour-30 days-8hr. day	$ 360.
	three workmen $1.00 per hour-30 days-8hr. day	720.
	supervision and engineering $ 20. per day	600.
c.-	shovels, picks, mattocks, small tools	50.
	wheelbarrow	20.
	dynamite and caps	100.
	bits and drilling steel	150.
d.	air compressor and jack hammer	3,000.
	hoist	2,000.
	water pump and pipes	400.
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	50.
h.-	contingencies	150.
	Total	$ 8,000.

7.-

a.- Yes.

b.- money- ten per cent or $ 800.
in addition, applicant expects to devote full time to overseeing operations.

COPY OF LEASE

Application-MF 1o3
3-d
Clay W.Watkins

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 29th. day of August, 1952, by Frances M. Hamrick, Dover R. Fouts and wife, Madge Fouts, of the County of Yancey and State of North Carolina, hereinafter called parties of the first part, to Clay W. Watkins of Hendersonville, North Carolina, hereinafter called party of the second part:

W I T N E S S E T H:

That for and in consideration of the sum of $1.00 in hand paid by the party of the second part to the parties of the first part, receipt of which is hereby acknowledged, and the further consideration of the mutual covenants and agreements hereinafter set out, the parties of the first part have bargained and leased and do by these presents bargain and lease unto the party of the second part, his successors or assigns, for the purpose of carrying on mining operations, the mineral interest and mining rights in that tract of land or parcel of land situate in Crabtree Township, County of Yancey and State of North Carolina and on Plum Branch and described as follows:

Located North of what is known as the Opossum Curve on the road leading up Plum Branch to the property of Hayes Styles, and being the area which includes the mica mine known as the Styles-Fouts Mine. The area covered by this lease being 300 feet on each side of the opening of said mine and extending from Plum Branch in a Northeasterly direction to the top of Thunderstruck Mountain; it being the intention that the strip of land shall be 600 feet in width running from Plum Branch to the top of said mountain, which strip of land includes the mine above referred to.

Duration of Lease. This Lease shall be for a period of Three (3) years with the privilege of renewal for such length of time as said mine is operated at a profit.
Time for beginning operations. It is understood and agreed that the party of the second part, his successors or assigns, shall begin mining operations on said property within 90 days from the date of this Lease and that mining operations shall be continued with reasonable regularity. That failure to carry on mining operations for a period of as much as 60 days shall render this Lease null and void and of no further force and effect.
Royalty. There shall be paid to the parties of the first part as royalty a one-eighth (1/8th.) of all Mica mined and sold from said property. Fiftycents (50¢) per ton for all Feldspar mined and sold from said property shall be paid. For any and all other minerals mined and sold from said property thereshall be paid the usual and customary royalty prevailing in Yancey County. Said royalty shall be paid on the 10th. and 25th. of each and every month or within five days after each sale of any minerals. Upon the payment of royalty there shall be furnished to the parties of the

first part duplicatesales slips showing the kind and amount of minerals sold, together with the price obtained therefor.

Condition of Property. It is understood and agreed that when mining operations cease the excavation shall be left in reasonably good condition. That if the road is damaged the same shall be repaired.

Forfeiture. Upon the breach of any of the conditions of this Lease, said Lease shall, at the option of the parties of the first part, become null and void and the parties of the first part shall be entitled to the immediate possession of said property without instituting any action at law.

InTestimony Whereof, the parties of the first part and the party of the second part have each hereunto set their hands and seals in duplicate the day and year first above written.

(Signed) Frances M. Hamrick (SEAL)
(Signed) Dover R. Fouts (SEAL)
(Signed) Madge H. Fouts (SEAL)

(Signed) Clay W. Watkins (SEAL)

State of North Carolina
County of Yancey

Personally came before me this day Frances M.Hamrick, Dover R. Fouts and wife, Madge Fouts, to me well known to be a part of the persons who signed the foregoing Lease; who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and ~~Notarial~~ Seal this the 30th. day of August, 1952.

(SEAL) (Signed) F.W.Proffith
Yancey Superior Court Clerk Superior Court

State of North Carolina
County of Yancey

Personally came before me this day Clay W. Watkins, to me well known to be one of the persons who signed the foregoing Lease; who acknowledged the due execution of said instrument by himself for the purposes therein expressed.

Witness my hand and notarial seal this the 5th.day of September, 1952.

(Signed) L.M.Robinson
My commission expires Notary Public. (SEAL)
the 26th. day of February, 1953.

E. FRANK WATSON
DOVER R. FOUTS

Watson & Fouts

Attorneys at Law
Burnsville, N. C.

January 7th, 1953

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

Dear Mr. Watkins:

Someone came to my office today during my absence and advised that you wanted an extension of 90 days on the Lease which Mrs. Hamrick, Mrs. Fouts and I gave you. It will be all right to extend this Lease for 90 days.

Cordially yours,

Dover R. Fouts

Dover R. Fouts

DRF:ww

GENERAL SERVICES ADMINISTRATION

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 Hamrick-Fouts 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

Spruce Pine, N. C.

January 7, 1953

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WSF:mpb

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner~~s~~ co-owner, lessor, ~~or seller~~ has an interest in certain property in the State of North Carolina, County of Yancey, described as follows: 1/ Located North of what is known as the Opossum Curve on the road leading up Plum Branch to the property of Hayes Styles, and being the ~~area which includes the mica mine known as the Styles-Fouts Mine. The~~ area covered by this Lease being 300 feet on each side of the opening of ~~said mine and extending from Plum Branch in a Northeasterly direction to~~ the top of the Thunderstruck Mountain; it being the intention that the ~~strip of land shall be 600 feet in width running from Plum Branch to the~~ top of said mountain, which strip of land includes the mine above re~~ferred to.~~

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.

Frances M. Hamrick [Seal] Frances M. Hamrick

Dover R. Fouts [Seal] Dover R. Fouts

Madge H. Fouts [Seal] Madge H. Fouts

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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.)

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

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

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

MF-203

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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.)

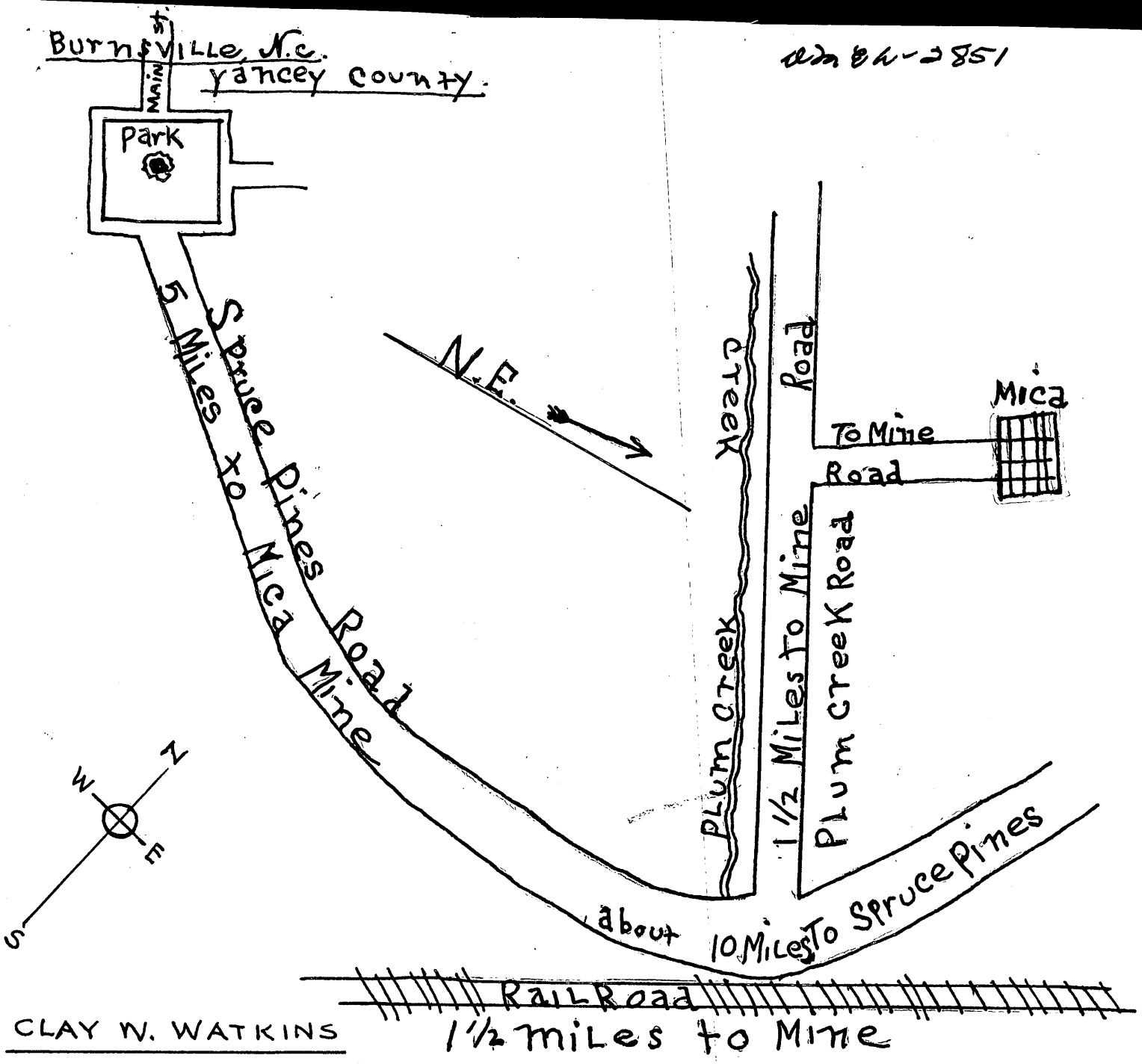
(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is 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.

Burnsville, N.C.
Yancey County



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(HAMRICK - FOUTS LEASE)

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