DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3104

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.

Copies to USGS, ~~USBM AND TO~~ REGION VII.

Routing Slip

To:	CODE 600, Rm. 4637	Date	7/1/53
To:	Fritler	Date	7/6/53
To:	OP. Com.	Date	8/5/53
To:	Code 600	Date	8-6-53
To:	Oper Com	Date	10-7-53
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CONTROLLED DOCUMENT

FILE COPY
SURNAME:

Anderson
Houk
Hedges
Hayes
Selfridge
Fellenbaum

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

600

OCT - 8 1953

T/A Biggs and Robinson
C/o J. L. Biggs
Green Mountain, North Carolina

Re: Docket No. DMEA-3104 - Mica
J. L. Biggs and James Robinson
Dolph Bensley Mine
Yancey County, North Carolina

Dear Mr. Biggs:

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

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

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

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

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

WCAnderson:gad 10/5/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

Field Team, Region VII

R.C.G.
10-8-53

FILE COPY
SURNAME:

Anderson
Hirsh

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

600

October 5, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3104 - Mica
Property: Dolph Hensley Mine
Yancey County, North Carolina
Located 2.2 airline miles due south of Burnsville.
Applicant: J. L. Biggs and James Robinson
Amount requested: $4,935.00
No contract: Application denied.
Examination Report of Field Team, dated September 4, 1953
Authors: K. F. Teague and L. E. Shirley

Docket Summary:

7/1/53	Received application Form MF-103.
7/1/53	Receipt of application acknowledged.
7/1/53	Received revised application Form MF-103.
7/8/53	Received memo from D. M. Larrabee, USGS, recommending that applicant furnish more complete data.
7/9/53	Received memo from W. F. Dietrich, USBM, recommending examination by the field team.
7/30/53	Received memo from D. M. Larrabee, USGS, recommending examination by the field team.
8/6/53	Referral to Region VII for field examination.
9/8/53	Received Report of Examination by Field Team, Region VII. Authors: K. H. Teague and L. E. Shirley. The Field Team concurred in denial of application.
9/15/53	Received memo from Donald A. Brobst, USGS, concurring in Field Team's recommendation.
9/16/53	Received memo from W. F. Dietrich, concurring in Field Team's recommendation.

Resume:

The Field Team reports that the workings at this mine consist of a crescent shape open stope made in the hillside. The cut is about 50 feet long by 35 feet deep at the uphill end. In addition, an adit 36 feet long was recently driven, 10 feet above and 20 feet north of the cut. No pegmatite was encountered in the new adit. In the old cut the pegmatite is 4 to 6 feet thick and is unzoned. The pegmatite has been worked about 50 feet along the strike. It is

R.C.J. 10-8-53

unweathered and is composed of medium coarse soda feldspar, small pods of quartz, muscovite and biotite. The mica appears to be distributed erratically through the pegmatite and is not abundant and all that was observed by the field team was in small sizes.

In its report, the Field Team makes the following statement: "This deposit is of dubious value. Much of the mica is mineral stained and the competency of the applicants is questionable. Perhaps the proper action to take on this application is to deny it."

Comments and Recommendation:

The Field Team has submitted an unfavorable report. Also, the applicant has not made a good presentation for exploration assistance. The deposit, evidently, does not contain sufficient mica to justify an exploration loan and the applicant's reputation as a miner is a deterrent factor. The Nonmetallic Minerals Division feels it has sufficient evidence for denial. The application for exploration assistance should be denied.

W. C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 10/5/53

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

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

October 5, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3104 - Mica
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unweathered and is composed of medium coarse soda feldspar, small pods of quartz, muscovite and biotite. The mica appears to be distributed erratically through the pegmatite and is not abundant and all that was observed by the field team was in small sizes.

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W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

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

September 15, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
[illegible]
SEP 1 [illegible]

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3104, Mica, Dolph Hensley Mine, L. Briggs and James Robinson, Yancey County, North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is non-strategic quality mica.

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.

September 14, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3104 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant: J. L. Briggs and James Robinson, c/o J. Robinson, Green Mountain, North Carolina.
Name of property: Dolph Hensley Mine, Yancey County, North Carolina.
Location of property: West of Bee Branch near ridge crest 2.2 air miles south of Burnsville, Yancey County, North Carolina.
Date of field team report: September 4, 1953.
Authorship of field team report: K. H. Teague and L. E. Shirley.
Field team's recommendation: Denial.
Comments: Exploration not justified, according to report.
ACTION SUGGESTED: Follow field team's recommendation.

Donald A. Brobst

Donald A. Brobst

DAB

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
XXXXXXXXXXXXXXXXXX
Room 13, Post Office Bldg.
Knoxville 2, Tenn.

September 4, 1953

Memorandum

To: Chairman, Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region 7

Subject: Field Examination Reports.

Transmitted herewith are four copies each of the following reports:

DMEA - 3104, Dolph Hensley Mine (mica)

DMEA-2960, Rogers Mine (mica)

DMEA-3126, Vance Bryson Mine (mica)

The Field Team is in agreement on the denial of the above listed examinations.

/s/ Wm. A. Beck

Wm. A. Beck
Acting Executive Officer
DMEA-Region 7

/s/ Benjamin Gildersleeve

Benjamin Gildersleeve
U. S. Geological Survey

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON

DOLPH HENSLEY MINE-DMEA-3104
(mica)
Yancey County, N. C.

By

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

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

September 4, 1953

Field Examination Report
on
DOLPH HENSLEY MINE- DMEA-3104 (mica)
Applicant: J. L. Biggs and James Robinson, c/o James Robinson
Green Mountain, North Carolina

This deposit is of dubious value. Much of the mica is mineral stained and the competency of the applicants is questionable. Perhaps the proper action to take on this application is to deny it.

The deposit was examined on August 26, 1953. Mr. J. L. Biggs accompanied the examiners on the inspection which required two hours.

The Dolph Hensley mine is west of Bee Branch near the ridge crest 2.2 airline miles due south of Burnsville, Yancey County, N. C. Access to the mine is possible by truck or jeep during dry weather.

Both of the applicants have had some mica mining experience; however, neither have the finances, nor the credit necessary to carry the project for the first month. Furthermore, neither have adequate education to do the limited bookkeeping necessary for the project.

Workings at this mine consist of a crescent shape open stope made in the hillside. The cut is about 50 feet long and at the uphill end (northwest) about 35 feet deep. In addition to this cut, the applicants have recently driven an adit which is 10 feet higher and 20 feet north of the old cut for 36 feet in a westernly direction. No pegmatite has been encountered in the new adit and its value is not readily apparent.

In the old cut the pegmatite is from 4 to 6 feet thick and is unzoned. At the east end the pegmatite sill strikes east-west and dips 50° N. As it continues to the west, it bends gradually to the north and the dip steepens. At the northwest end the pegmatite strikes N. 30° W. and dips about 60° SW. The pegmatite has been worked about 50 feet along the strike. It is unweathered and is composed of medium coarse soda feldspar, small pods of quartz, muscovite and biotite. The mica appears to be distributed erratically through the pegmatite and is not abundant; all that was observed is in small sizes. The country rock is interlayered biotite gneiss and hornblende gneiss.

The mica is ruby colored, hard, and generally contains brown mineral stain. All observed was bent and rather badly cracked.

It is reported that an unsuccessful attempt was made to work this deposit during World War II. The examiners are of the opinion that most of the mica that could be obtained from this deposit will be of electric grade. We believe that exploration aid is not justified.

Sept. 4, 1953

Kefton H. Teague, USGS

Lawrence E. Shirley, USBM

z

FILE COPY
SURNAME:

Hopkins
Hedges
Selfridge
F.D. Johnson

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

600

AUG 6 1953

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

Subject: Docket No. DMEA-3104 - Mica
J. L. Biggs and James Robinson
Dolph Hensley Mica Mine
Yancey County, North Carolina

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it advisable.

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

A. R. Kinkel, Jr.

Member, Geological Survey

Enclosures 4

JHopkins:gad 8/4/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.S.
8-6-53

FILE COPY
SURNAME:

Hopkins
Houk
Hyde
Selfridge
Wilbur
Johnson

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

AUG 6 1953

T/A Biggs and Robinson
C/o J. I. Biggs
Green Mountain, North Carolina

Re: Docket No. DMEA-3104 - Mica
Dolph Hensley Mica Mine
Yancey County, North Carolina

Dear Mr. Biggs:

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

The Regional Office will contact you at an early date, if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:gad 8/4/53

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

R.C.G.
8-6-53

IN REPLY REFER TO:
G-MD-CNM

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

Department of the Interior
Defense Minerals Administration
RECEIVED
JUL 30 1953

July 30, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3104 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: J. L. Biggs and James Robinson, Green Mountain, North Carolina.
Name of property: Dolph Hensley mine.
Location of property: Yancey County, North Carolina.
Summary of applicant's proposal:

1. Strip overburden from NE trenching dike.
2. 50' shaft
3. 60' drift

$4,935

Sources of information on applicant's property:
Sterritt - see our memo. July 8, 1953.
Comments:
4(c) Statement and map in disagreement.
(See our memo. July 8, 1953)
RECOMMENDATION: Refer to Field Team.

D. M. Larrabee

D. M. Larrabee

FILE COPY
SURNAME:

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

600

Lawrence G. Houk
Abstracted

JUL 15 1953

T/A Biggs and Robinson
C/o J. L. Biggs
Green Mountain, North Carolina

Re: Docket No. DMEA-3104 - Mica
Dolph Hensley Mica Mine
Yancey County, North Carolina

Dear Mr. Biggs:

Reference is made to your application for exploration assistance on the Dolph Hensley Mica Mine, Yancey County, North Carolina.

It is not possible to evaluate your application because you have given no details on the work you propose to do nor any estimates on the cost of doing the work. It is essential that you answer all of the questions in MF-103, Application for Exploration Assistance, particularly 6 (a) to (h).

Should you need assistance to complete your application Mr. L. E. Shirley, Bureau of Mines, Room 13, Post Office Building, Knoxville 2, Tennessee, or Mr. J. F. O'Neill, 180 Cox Avenue, Asheville, North Carolina, will help you.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

LGHouk:gad 7/15/53

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

R.C.L.
7-15-53

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

July 9, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3104, Mica, Dolph Hensley 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 a member of the field team is 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.

July 8, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3104 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: J. L. Biggs and James Robinson, Green Mountain, North Carolina.
Name of property: Dolph Hensley Mica Mine.
Location of property: Yancey County, North Carolina.
Summary of applicant's proposal: Not stated.
Sources of information on applicant's property:
Sterrett, D. B., 1923, Mica deposits of the United States, U. S. Geol. Survey Bull. 740, p. 276.
Two shafts (40 ft. and 45 ft.) were in pegmatite in 1906.
Two overlapping lenses, 3 to 4 ft. thick.
Minimum of 50 feet long on surface.
Blocks of mica supposedly weighed many pounds; part was clay and part was clear amber color.

Comments:
Applicant provides virtually no information.

RECOMMENDATION:
Request applicant for more complete data.

D. M. Larrabee

T/A BIGGS & ROBINSON
c/o J.L. Biggs
Green Mountain, North Carolina

July 2, 1953

Subject: DMEA-3104
Re: Exploration Assistance
Dolph Hensley Mica Mine

My dear Mr. Biggs:

The receipt of your application dated June 27, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3104 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3104 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams,
Chief, Operations Control
and Statistics Division

July 1, 1953

T/A BRIGGS & ROBINSON
c/o J.L. Briggs
Green Mountain, North Carolina

Subject:
Re: DMEA-3104
Exploration Assistance
Dolph Hensley Mica Mine

My dear Mr. Briggs:

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Sincerely yours,

ROBERT E. ADAMS

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

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 20 1953

Revised Application

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 5733
Metal or Mineral
Date Received 2/29/53
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: [illegible]

(*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 [illegible]

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

(*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. [illegible]

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

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

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

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

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

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

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

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

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

(*c*) The work will start within 10 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.

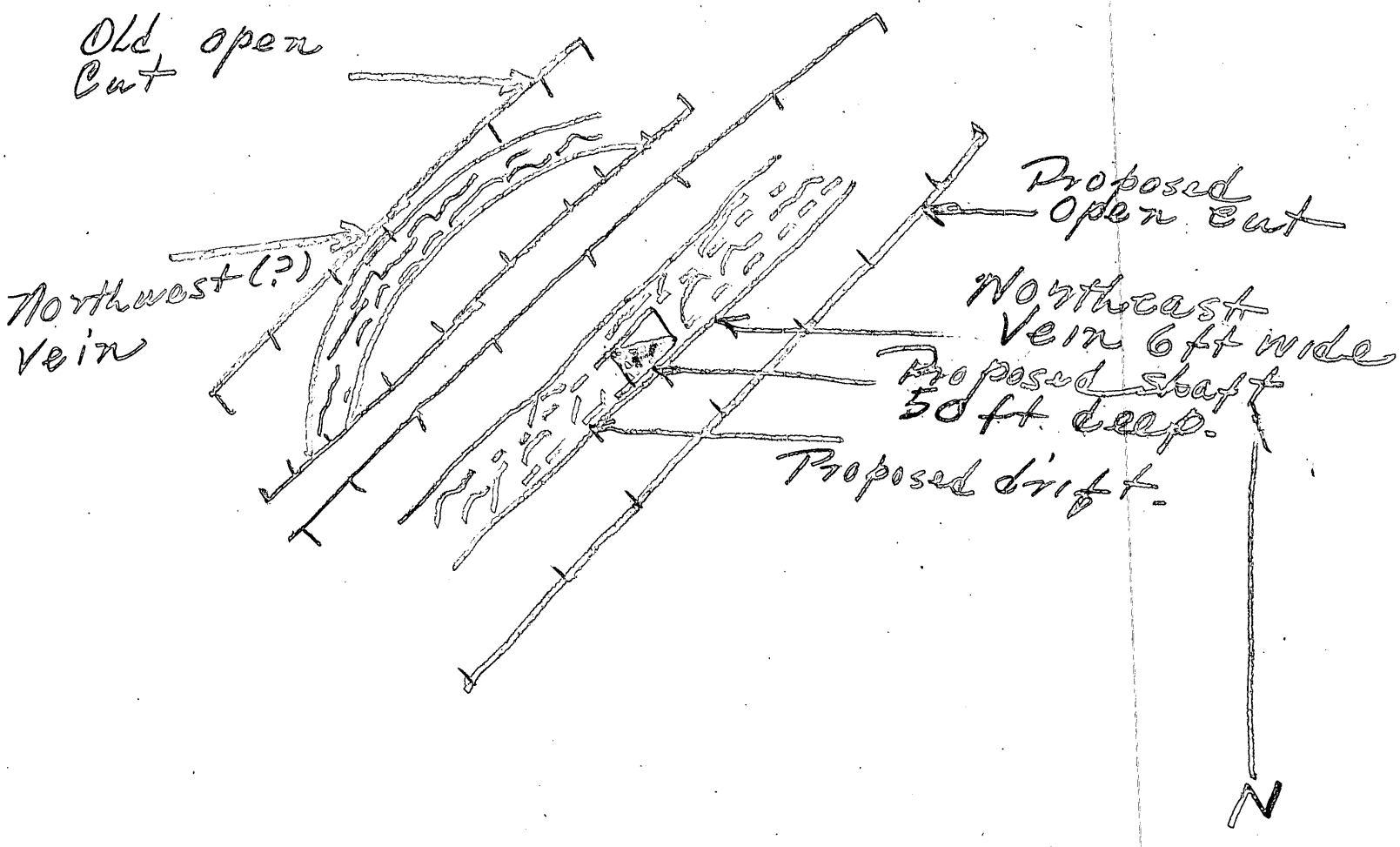
Dated July 23, 1959, 195__

L. L. Biggs
(Applicant)

By .....

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

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



SKETCH MAY OF DOLPH HENSLEY MINE

Mines Minerals Commission
Received
Jul 26 1953

4/

Some previous work was done by (a) Ralph Hensley in 1925. He made an open cut by removing surface material by hand and trenched the pegmatite by hand drilling and shooting. Melso Boone came in a short time later and continued trenching, using the same methods. Around 1940, Gorb Robinson worked the same open cut, deepening the cut about 4 feet by benching. In March 1953 the applicant, J. L. Biggs drove a tunnel for about 30-35 feet, timbered for about 20 feet, without picking up the vein.

The mine and all works are accessible at all times of the year.

(b) No figures are available on production or reserves

(c) The deposit consists of two veins, both of which have been explored slightly, one strikes N S and the other N W with pronounced dip on the North-east trending vein. The vein is made up of feldspar, quartz, biotite and muscovite mica which is ruby colored.

(d) The mine is located about 1/2 mile North of Burnsville- Penoscola road and a bulldozed road extends from a gravel branch road to within 500 ft. of the mine. The mine is 6 3/4 miles from Burnsville, N. C., the nearest shipping point and 21-3/4 miles to Spruce Pine and the C&A Depot where the mica will be sold. Supplies are available in Spruce Pine, N. C. My residence is 12 miles from the mine but my present plans include moving to the mine site if a contract is awarded.

(e) Labor is plentiful in the immediate area. Materials, supplies and equipment are available locally. Water, is available at the mine site. Single phase power is available, and mine runs within 200 yards of the mine.

5 (a) MICA

(b) We propose to strip the over burden from the N S trending vein and this will take from 3 to 5 days of bulldozer work. When the vein is exposed I would like to sink a 50 ft. shaft on the peg matite, and drift 60 ft. along the trend of the vein.

(c) Filled in on application.

(d) J. L. Biggs has mined mica in the Burnsville area periodically for the past 15 years and has worked at the Cottell, Old Salem, and recently at the Muskins Mine in Yancey County, N. C.
James Robinson has worked at the Muskins Mine for the past 6 months but had no previous experience.

All work will be under the supervision of J. L. Biggs, who can carry out all phases of the mining operations.

6. (a) RUNS

(b)	1 Foreman	100 shifts @ 1.25 hr.		$1000.00
	1 Driller	100 shifts @ 1.25 hr		1000.00
	2 Muckers	100 shifts @ 1.00 hr.		1600.00
	Sub total	Labor		$3600.00
(c)	Hands tools such as picks, shovels, etc			40.00
	Drill steel			45.00
			Sub total	$ 85.00

(d)	Rental on air compressor, 5 mos. @ $125.00		$625 00
	Rental on Hoist 5 Mos. @ 50 00		250 00
	Operating equipment	Sub Total	$875 00
(e)	NONE		
(f)	Powder and detonator magazines (1 each) 2 @ $25 00		50 00
	Tool House 10' x 15' @ $125 00		125 00
		Sub Total	$175 00
(g)	Workmen Compensation and Employers Liability Insurance		$150 00
(h)	Misc.		50 00
		Sub Total	$200 00
(i)	None		
	TOTAL ESTIMATED COSTS		$4 935 00

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved. Budget Bureau No. 42-R1085.2.
Defense Minerals Administration

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-3104
Metal or Mineral
Date Received 7/1/53
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:

J. L. BIGGS AND JAMES ROBINSON
T/A BIGGS AND ROBINSON, Partnership
GREEN MOUNTAIN, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEING what is known as the Dolph Hensley Mica Mine located on Lot #2 in the division of the estate of S. T. McMahan, deceased, as particularly described on a map of said lot in Special Proceeding Book 4, page 430B in the office of the Clerk Superior Court, Yancey County N.C.

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

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

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

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

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

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

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

5. *The exploration project.*—(a) State the mineral or minerals for which you wish to explore .....
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 10 days and be completed within 120 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.). NONE

(*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 June 27, 1953, 195...

J. L. Biggs
(Applicant)

By James R. Olivar

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

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/

BEING what is known as the Dolph Hensley Mica Mine located on Lot #2 in the division of the estate of S. T. McMahan, deceased, as particularly described on a map of said lot in Special Proceeding Book 4, page 430B in the office of the Clerk Superior Court, Yancey County, North Carolina.

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/ ~~W. T. McMahan and wife, Allie McMahan~~

J. L. BIGGS AND JAMES ROBINSON, T/A BIGGS AND ROBINSON, PARTNERSHIP

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/$ 7,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 27 day of June, 1953.

W T McMahan [Seal]

Allie McMahan [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/

BEING what is known as the Dolph Hensley Mica Mine located on Lot #2 in the division of the estate of S. T. McMahan, deceased, as particularly described on a map of said lot in Special Proceeding Book 4, page 430B in the office of the Clerk Superior Court, Yancey County, North Carolina.

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/ ~~W. T. McMahan and wife, Allie McMahan~~

J. L. BIGGS AND JAMES ROBINSON, T/A BIGGS AND ROBINSON, PARTNERSHIP

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/$ 7,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 27 day of June, 1953.

W. T. McMahan [Seal]

Allie McMahan [Seal]

_____ [Seal]

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

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

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

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

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

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MF-203

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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/ ~~W. F. McMahon~~

J. L. DIGGS AND JAMES ROBINSON, T/A DIGGS AND ROBINSON, PARTNERSHIP

hereinafter called the "Operator"; and

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

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

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

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Dated this 27 day of June, 195[illegible].

W F McMahan [Seal]

Allie McMahan [Seal]

[Seal]

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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/

[illegible] in the division of the estate of [illegible], deceased, as particularly described on a map of said lot in Special Proceeding Book [illegible], page [illegible] in the office of the Clerk Superior Court, Yancey County, North Carolina.

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/ [illegible]

J. L. DEES AND JANE RODYSON, D/A DEES AND [illegible], PARTNERSHIP

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/$ 2,500.00, or ten years have elapsed from the date of the contract.

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

Dated this 27 day of June, 1953.

W. G. McMahan [Seal]

Allison C. McMahan [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.

COPY

NORTH CAROLINA
YANCEY COUNTY

MINING LEASE

THIS MINING LEASE made and entered into this June 19, 1953, by W. T. McMahan and wife, Allie McMahan, hereinafter called lessors, and J. L. Biggs and James Robinson, hereinafter called lessees, all of the State and County aforesaid;

W I T N E S S E T H:

THE LESSORS in consideration of the royalty payments hereinafter provided and the agreements to be performed by the lessees, do hereby lease to the lessees for a period of ten years from the date hereof, with the right of renewal of ten years as hereinafter provided for mining purposes, the hereinafter described lands located in Pensacola Township, Yancey County, North Carolina, adjoining the lands of Fin Hensley, Harold Duncan, Kenneth McMahan and others, and more particularly described as follows:

BEING What is known as the Dolph Hensley Mica Mine located on Lot #2 in the division of the estate of S. T. McMahan, deceased, as particularly described on a map of said lot in Special Proceeding Book 4, page 430B in the office of the Clerk Superior Court, Yancey County, North Carolina. This lease shall convey an area of 200 feet in all directions from the Old Dolph Hensley Mica Mine opening, now a water hole, with the right to follow the mica vein or dike as it may lead through the lands of the Lessors.

TO HAVE AND TO HOLD said lands for mining purposes upon the following terms and conditions:

1. THE LESSEES shall pay a royalty of one-eighth (1/8) of the sale price of all mica mined and sold from said premises, and one-tenth (1/10) of the sale price of all other minerals mined and sold from said premises.

2. ALL royalty for mica and other minerals found while mining for mica mined and sold under this lease shall be paid on the 10th day of each month for all mica or other minerals mined and sold during the previous calendar month.

3. THE sales tickets shall be the basis of settlement of all royalty payments on mica and other minerals sold and mined from said property. THE said LESSEES shall furnish to the LESSORS a copy of all sales tickets at the time of the royalty payments are made.

4. THE failure of the LESSEES to work said mines for a period of 60 days consecutively, or failure to pay the royalties at the time due as hereby provided shall, in either event, render this lease null and void at the option of the LESSORS.

THE LESSEES SHALL HAVE:

1. Right of ingress and egress to said mine or mines on said lands necessary to carry on said mining operations and to remove the min-

minerals therefrom.

2. Right to dump waste anywhere on the lands described in this lease.

3. Such timber and water as may be reasonably necessary for carrying on said mining operations.

4. Right to construct buildings and erect machinery on said lands, build pipe lines, power lines and roads over said lands as may be necessary to carry on said mining operations with the right at any time to remove said buildings and machinery provided all royalties have been paid in full. With right to renew this lease for additional 5 years at end of first 5 years period.

IN TESTIMONY WHEREOF, the LESSORS and the LESSEES have hereunto set their hands and seals this the day and year first above written.

W. T. McMahan (SEAL)

Allie McMahan (SEAL)

J. L. Biggs (SEAL)

James Robinson (SEAL)

NORTH CAROLINA
YANCEY COUNTY

I, J. C. Turner, Justice of Peace, do hereby certify that W. T. McMahan and wife, Allie McMahan, and J. L. Biggs and James Robinson, personally appeared before me this day and acknowledged the due execution of the foregoing MINING LEASE for all the purposes therein expressed.

WITNESS my signature and official seal this the 22 day of June, 1953.

J. C. Turner J.P.

My commission expires 1 day of April, 1955

NORTH CAROLINA, YANCEY COUNTY
The foregoing certificate of J. C. Turner, Justice of the Peace of the County and State designated, has been duly examined and found to be in proper form according to law, and the execution of the said instrument is thereupon adjudged sufficiently

proven. Let the instrument, with the certificate, be registered.

This 22 day of June, 1953.

Fred Proffitt
Clerk Superior Court

NORTH CAROLINA
YANCEY COUNTY.

Filed for Registration on the 22 day of June 1953 at 3:00 o'clock P. M., and registered in the Office Register Deeds, and verified this 22 day of June 1953, at 4:15 o'clock P. M., in Book 111 of deeds on page 214, etc.

Evelyn H. Pate
Register of Deeds