DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-3187

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.

1 cy to Region, 1 ~~cy to USBM~~ & USGS 1to Docket

Routing Slip

To:	Code 600	Date	10-6-53
To:	RK Stan	Date	10/22/53
To:	Open Com	Date	10-26-53
To:	Code 600	Date	10-27-53
To:	Open Com	Date	12-2-53
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:
JB

Houk
Larrabee
Dietrich
Hedges
Gettinger
Fehrman

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

DEC 2 - 1953

Mr. Woody McPeters

Burnsville, North Carolina

Re: Docket No. DMEA-3187 - Mica
Woody McPeters and Miss Ling
Price Mine
Yancey County, North Carolina

Dear Mr. McPeters:

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

LGHouk:gad 11/24/53

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

R.C.B.
12-2-53

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

November 25, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3187 - Mica
Property: Price Mine
Yancey County, North Carolina
Located 2½ miles East of Burnsville, North Carolina
Operator's property rights - Lease for five years with privilege of renewal for five years.
Applicants: Woody McPeters and Biss King of Burnsville, North Carolina
Amount requested: $6,625.00
Application denied.

Docket Summary:

10/6/53	Received application, Form MF-103
10/9/53	Memo from Donald A. Brobst, USGS, recommending field team examination of property.
10/19/53	Memo from Donald R. Irving, USBM, recommending field team examination of property.
10/26/53	Referral letter to field.
10/26/53	Letter to applicant advising of field referral.
11/19/53	Received Report of Examination by Field Team, Region VII. By Lawrence E. Shirley, Mining Engineer, USBM. The field team is in agreement on denial of application.

Resume: The field team advises the following:

"The poor quality of the mica observed, does not indicate that sizeable quantities of strategic mica can be obtained from this mine. It is therefore recommended that the loan request be denied."

Comments:

Because of the poor quality of the mica, the Nonmetallic Minerals Division recommends that the application for exploration assistance should be denied.

FILE COPY
SURNAME:

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

Houk
Lassalle
Dietrich

November 25, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3187 - Mica
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Resume: The field team advises the following:

"The poor quality of the mica observed, does not indicate that sizeable quantities of strategic mica can be obtained from this mine. It is therefore recommended that the loan request be denied."

Comments:

Because of the poor quality of the mica, the Nonmetallic Minerals Division recommends that the application for exploration assistance should be denied.

LGHouk:gad 11/25/53
Copy to: Admr. R. File
Docket File
Mr. Houk

R. E. H. 12-2-53

IN REPLY REFER TO:

G-MD-CNM

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

Defense Minerals Administration
RECEIVED
NOV 25 1953

November 24, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3187 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Woody McPeters and Biss King, Burnsville, North Carolina.
Name of property: Price (Georges Fork) mine.
Location of property: 2.3 miles airline S 52° E of Burnsville, North Carolina.
Date of field team report: November 10, 1953.
Authorship of field team report: L. E. Shirley.
Field Team's recommendation: Denial.
Comments: None.
ACTION SUGGESTED: Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

FILE COPY
SURNAME:

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

600

Robertson
Houk
Thayer
Hedges
Jeffridge
Stephenson

OCT 26 1953

Mr. Woody McPeters

Burnsville, North Carolina

Re: Docket No. DMEA-3187 - Miss
Woody McPeters and Miss King
Price Mine
Yancey County, North Carolina

Dear Mr. McPeters:

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 further consideration and possibly a field examination.

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 (fw)

Administrator

JTRobertson:gad 10/23/53
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. 10-26-53

FILE COPY
SURNAME:

Robertson
Houk
Selfridge

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

OCT 26 1953

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

Subject: Docket No. DMEA-3187 - Mica
Woody McPeters and Elias King
Price 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 (GCS)

Approved:

J. H. Hedges (JHH)
Member, Bureau of Mines

T. P. Thayer (TPT)
Member, Geological Survey

Enclosures 4

JTRobertson:gad 10/23/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G. 10-26-53

Mr. Woody McPeters
& Mr. Biss King
Price Mine
Burnsville, North Carolina

October 26, 1953
Subject: DMEA-3187
Re: Exploration Assistance
Price Mine

Dear Sirs:

The receipt of your application dated October 2, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3187 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3187 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

Ltr. of 10-6-53 returned - 'Address Unknown'

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

Department of the Interior
Defense Minerals Administration
RECEIVED
OCT 20 1953

October 19, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3187, Mica, Price Mine, W. McPeters and B. King, Yancey County, North Carolina.

Bureau of Mines records show that 53.86 pounds of full-trimmed muscovite mica were sold in 1952 to the GSA Mica Purchasing Depot in Spruce Pine, North Carolina from this mine. A total of 16.39 pounds was good stained and better. The proposed exploration program is in line with good engineering practices, except that the cost for the shaft appears to be $15 per foot higher than has been normal in North Carolina. I recommend the field team visit this mine whenever a member of the field team is in that vicinity to ascertain if an exploration program is justified.

Donald R Irving

Donald R. Irving

IN REPLY REFER TO:

G-MD-CNM

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

Defense Minerals Administration
RECEIVED
OCT 12 1953

October 9, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3187 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant's name and address: Woody McPeters and Biss King, Burnsville, North Carolina.
Name of property: Price Mine.
Location of property: 2.5 miles east of Burnsville on Georges Fork, Yancey County, North Carolina.
Summary of applicant's proposal: Rehabilitate an old 70-ft. shaft:

Remove 10 ft. of muck from bottom at $20.00/ft.	$200.00
Then extend 5x7' shaft another 45 ft. at $65.00/ft.	2925.00
with 100 ft. of drifts in pegmatite at $35.00/ft.	3500.00
Estimated total cost	$6625.00
Estimated time: 6 months	

Sources of information on applicant's property: None.
Comments:

1. More geologic data needed to determine, if possible, the nature of the pegmatite, the quantity and quality of the mica, and the extent of old underground works from the shaft.

2. More information on the character of the ground is desirable. Can the shaft be rehabilitated? The cost of the new part of the shaft appears high.

3. The application, as usual, forces a field examination.

RECOMMENDATION:
Refer to the field team for an examination.

Donald A. Brobst

Donald A. Brobst

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

Messers McPeters & King
Burnsville, North Carolina

October 6, 1953
Subject: DMEA-3187
Re: Exploration Assistance
Price Mine

Dear Sirs:

The receipt of your application dated October 2, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3187 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3187 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Department of the Interior
Defense Minerals Administration
OCT - 6 1953
[redacted]

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-3187
Metal or Mineral
Date Received 10-6-53
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: Woody McPeters and Piss King of Burnsville, 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 This is lease property (Lease is attached in 3 (d) below.

(*b*) State any mine name by which the property is known. Price 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 Not owner

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated October 2, 1953

.....
(Applicant)

By Rio E King

.....

.....

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

U. S. DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 6 1953

MF 103

1. (a) Woody McPeters and Biss King of Burnsville, North Carolina.

   (b) Partnership

2. No Answer.

3. (a) This is lease property (Lease is attached in 3 (d) below.)

   (b) Price Mine

   (c) Lessee

   (d) Lease is attached as Exhibit A.

   (e) Not owner.

   (f) Land is held by Landlord. No land patents involved.

4. (a) Physical works set forth on map attached as Exhibit B.

   (b) This mine was discovered 35 years ago. It has been worked several different times and by several different people. It was worked during the Colonial Days.

   (c) The last operator was Charles Hyatt.

   (d) This mine is located in Yancey County, 2½ miles East of Burnsville North Carolina. on George's Fork.

   (e) There is ample experience manpower available. Electricty is within 300 yards. No difficulty is contmmplated in obtaining equipment and supplies.

5. (a) It is anticipated that the pegmatite contains additional quantities of ruby mica of stockpile grade.

   (b) It is proposed to go down in old workings and sink a shaft 45 ft. We believe we will have to have $65.00 per ft. because it is approximately 70 ft. down now. There is 10 ft. of muck in the bottom of shaft which we can move for $20.00 per ft. Then we propose to drift in both directions 50 ft. each way making a total of 100 ft. of drifting.

   (c) The work will be started as soon as the contract is approved by the Government and the work should be concluded within 6 months.

   (d) Attached as Exhibit C.

6. Estimate of Costs.

(a) Independent Contracts - None .

(b through h)

(1)	Removing muck from old shaft 10'	$20.00 per ft.	200.00
(2)	Shafting 5 x 7 45 ft.	$65.00 per ft.	2925.00
(3)	Drifting 100 ft.	$35.00 per ft.	3500.00
		Total	$6625.00

7. (a) Applicant will pay in money 10% required by regulation.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 15th. day of September, 1953, by E. L. BRIGGS and wife, ELOISE BRIGGS, of the County of Yancey and State of North Carolina, hereinafter referred to as parties of the first part, to WOODY McPETERS and BISS KING of the County of Yancey and State of North Carolina, hereinafter referred to as parties 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 parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the further consideration of full compliance with the agreements hereinafter set forth, the parties of the first part have bargained and leased and do by these presents bargain and lease unto the parties of the second part, their successors or assigns, the exclusive rights and privileges of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, Yancey County, North Carolina, adjoining the lands of John Brinkley and others, being known as the George's Fork Mine and being described as follows:

> BEGINNING on a Buckeye in said Brinkley's line on the East bank of a branch, and runs South up the branch and with John Brinkley's line 27 poles to a stake; thence a Southeast course 13½ poles to a stake; thence Northeast 27 poles to a stake; thence a Westwardly course to the BEGINNING, the same being a square and containing 2 acres, more or less. (This description is taken from a Deed to J. E. Burleson, recorded in Deed Book 38, page 68, Yancey County Registry.)

The terms and conditions of this Lease are as follows:

1. TERM. This Lease shall be for a period of five (5) years from this date with the privilege of renewal for an additional five (5) year period, providing that the terms and conditions of said Lease are fully complied with.

2. RIGHTS CONVEYED. Full mining rights and privileges, including the right of ingress and egress, right to construct road ways, flume lines, power lines, tram roads; erection of machinery and buildings and the use of timber on said property, except such timber as would make saw timber, is hereby granted.

3. ROYALTY. The royalty to be paid shall be one-eighth (1/8) of the sales price of all mica mined and removed from said property; 75¢ per long ton of 2240 pounds for all feldspar mined and removed from said property; and

for all other minerals mined and removed from said property the usual and customary royalty prevailing in Yancey County, North Carolina. Royalty shall be paid on all mica mined and sold from said property immediately after each sale and duplicate sales slips shall be furnished to the parties of the first part. Royalty on feldspar and all other minerals mined and sold from said property shall be paid on the 1st. and 15th. of each month and duplicate sales slips shall be furnished to the parties of the first part.

4. CESSATION OF MINING OPERATIONS. Mining operations shall begin within thirty (30) days from the date of this Lease and continue with reasonable regularity and if mining operations cease for a period of twenty (20) days, then this Lease shall be null and void, unless the cessation of mining operations is prevented by weather conditions or conditions usually termed Acts of God.

5. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fails to comply with any of the conditions or provisions of this Lease, then said Lease, or any renewal thereof, shall be null and void and all the rights granted hereunder shall cease. And the parties of the first part, their successors or assigns, may re-enter said property without any action at law to declare said Lease, or any renewal thereof, void. However, upon said Lease becoming null and void the parties of the second part, their successors or assigns, may have 45 days within which to remove any machinery or buildings from said property.

6. PROCESSING. It is further understood and agreed that the parties of the second part, their successors or assigns, may process the mineral off of the property hereinbefore described but not outside of Yancey County, North Carolina.

7. RECORDS. A daily record of production of minerals at the mine shall be kept by the parties of the second part, their successors or assigns, and likewise a daily record of all mica sheeted as well as a record of all sheeted mica in the mica house. All of such records shall be available to the parties of the first part, their successors or assigns, or Agents, for inspection at any time. The parties of the first part shall have the right also to inspect the mine or mines at any time they so desire.

8. ASSIGNMENT. This Lease shall not be assigned or sub-let without the written consent of the parties of the first part, their successors or assigns.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the

way and manner hereinafter indicated by the affixing of hands and seals all on the day and year first above written.

E L Briggs (SEAL)

Eloise Briggs (SEAL)

Grantors

Woody McPeters (SEAL)

Biss King (SEAL)

Grantees

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day E. L. Briggs and wife, Eloise Briggs, to me well known to be 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 17 day of September, 1953.

H M Angel

Notary Public

My commission expires the

5 day of April, 1955.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day Woody McPeters and Biss King, to me well known to be the persons who signed the foregoing Lease, who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

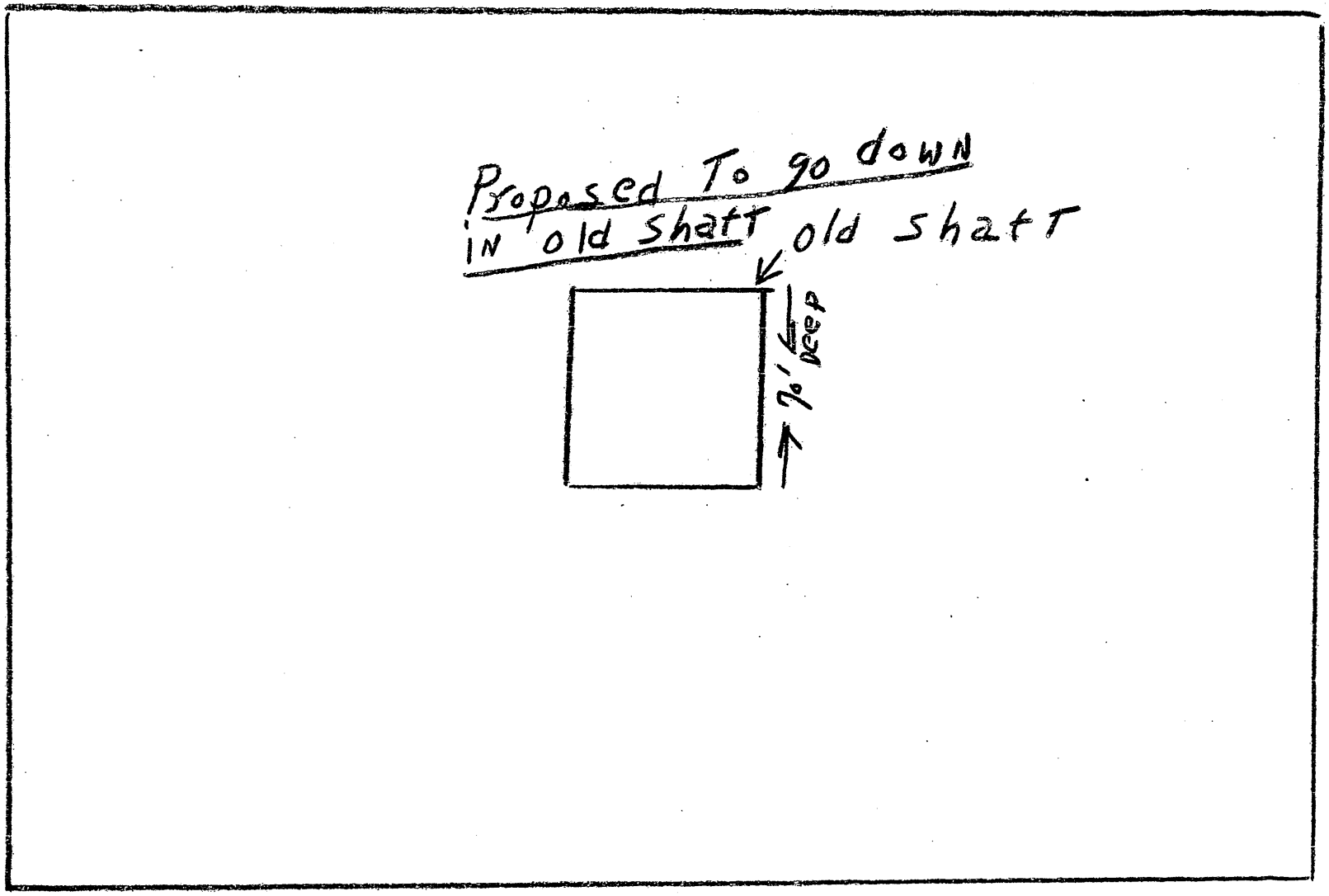
Witness my hand and notarial seal this the 17 day of September, 1953.

H M Angel

Notary Public

My commission expires the

5 day of April, 1955



The Price Mine

MF-203
(Revised July 1, 1953)

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/

BEGINNING on a Buckeye in said Brinkley's line on the East bank of a branch, and runs South up the branch and with John Brinkley's line 27 poles to a stake; thence a Southeast course 13½ poles to a stake; thence Northeast 27 poles to a stake; thence a Westwardly course to the BEGINNING, the same being a square and containing 2 acres, more or less. (This description is taken from a Deed to J. E. Burleson, recorded in Deed Book 38, page 68, Yancey County Registry.)

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/ Woody McPeters and Biss King doing business as The Prince Line.

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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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, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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.

4. Changes and added provisions

Dated this 2 day of October, 1953.

E. L. Briggs [Seal]

Eloise Briggs [Seal]

[Seal]

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d. Lien for Payment.--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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Interior--Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

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/

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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

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4. Changes and added provisions

Dated this 2 day of October, 1953.

E L Briggs [Seal]

Eloise Briggs [Seal]

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Interior--Duplicating Section, Washington, D. C. 47318

WOODY McPETERS

Mr. McPeters is 67 years old. He was borned in Yancey County where he has lived all his life. He has been a farmer and miner all his life. Mr. McPeters has been mining for the last 20 years. He has worked in several different mines. He has also done some spar mining but, most of his mining has been for mica. Some of the mines he has worked are as follows:

Balsam Mine

Isom Mine

Mine Fork Mine

Paten Mine

Forreferences write:

L. P. Banks

Burnsville, N. C.

Ellis Moody

Burnsville, N. C.

Dosen Briggs

Burnsville, N. C.

LISS KING

Mr. King was borned in Yancey County 41 years ago. He has been a farmer all his life. He is now working for Farmers Federation in Spruce Pine, North Carolina.

He has a fine reputation in his community and around Spruce Pine.

For referances :

Clyde Bailey

Burnsville, N. C.

Robert Presnell

Burnsville, N. C.

Dosen Briggs

Burnsville, N. C.