DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. DMEA-3192

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.

1cy USBM, USGS, & DOCKET 1cy Retained in Reg.

Routing Slip

To:	600	Date	10-19-53
To:	Anderson	Date	10/20/53
To:	Opn Com	Date	11-23-53
To:	Code 600	Date	11/24/53
To:	Op Com.	Date	12-11-53
To:	Code 600	Date	12/14/53
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OFFICIAL FILE COPY
O. M. E
RECEIVED MAR 26 1962

Bal 49-D

March 23, 1962

3/26 500

220

Mr. Treacy M. Barnard
P. O. Box 430
Franklin, North Carolina

Re: DMEA-3192 (Mica)
T. M. Barnard and
Fred D. Cabe
Turkey Nest Mine
Macon County, North Carolina

Dear Mr. Barnard:

In accordance with your request of March 20, I enclose a copy of the map which you submitted with your application for DMEA aid in exploration for mica at the Turkey Nest mine, in November 1953.

Very truly yours,

Robert A. Laurence
Geologist
U.S.Geological Survey

RAL/mg
~~Enclosure~~
cc - Mr. George C. Selfridge (OME)
Mr. Harold Kirkemo (USGS)
File

FILE COPY
SURNAME:

Anderson
Houk
Hodges
Mayer
Ellis
Johnson

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

DEC 1 4 1953

Mr. Tracy M. Barnard and
Mr. Fred. D. Cabe
P. O. Box 430
Franklin, North Carolina

Re: Docket No. DMEA-3192 - Mica
Turkey Nest Mine
Macon County, North Carolina

Dear Sirs:

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:ag 12/9/53
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.J. 12-14-53

FILE COPY
SURNAME:

Anderson
Hook

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

December 9, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3192 - Mica
Property: Turkey Nest Mine
Macon County, North Carolina
Operator's property rights - Lease for ten years from the Bureau of Land Management
Applicants: Tracy M. Barnard and Fred D. Cabe
Amount requested: $7,635.00
No contract: Application denied.

Docket Summary

10/19/53 Received application, Form MF-103
10/21/53 Memo from D. A. Brobst, USGS, recommending field examination of property.
11/16/53 Memo from W. F. Dietrich, USBM, recommending visit to this mine when in vicinity to ascertain if an exploration program is justified.
11/24/53 Referral letter to field.
11/24/53 Letter to applicant advising of field referral.
11/27/53 Received Report of Examination by Field Team, Region VII. By Kefton H. Teague, Geologist, USGS, and Lawrence E. Shirley, Mining Engineer, USBM. The Field Team recommended three possibilities: (1) Denial on basis of quality of mica or exploration contract either (2) rehabilitating and extending existing drift or (3) trenching.
11/27/53 Covering memo to report by Robert A. Laurence and William A. Beck, recommending denial.
11/30/53 Memo from D. M. Larrabee, USGS, suggesting denial.
12/4/53 Memo from W. F. Dietrich, USBM, concurring in field team's recommendation of denial on basis of quality of mica.

Resume: The field team makes the following comments in their report of examination:

R. C. G.
12-14-53

"Most of the mica is warped, cracked, ruled, rum or ruby-colored "A". An estimated half is black-spotted. The recovery of strategic mica from mine during World War II is reported to be about 4 percent.....According to Mr. Carl Buchanan, head buyer at the Spruce Pine Mica Depot, a high percentage of the mica is wavy and the percentage of good stain is very near the minimum.....From the above it is apparent that it is questionable as to the strategic value of the mica.....The present operation has been an unprofitable one, and one reason for requesting exploration assistance may be to "bail them out" of this condition."

Comments:

Although the field team was not able to present a firm recommendation, the above statements from the report indicates that it is doubtful if an exploration program would recover any sizeable quantities of good quality mica. Considering the poor quality of the mica and the unprofitable nature of the present operation, the Nonmetallic Minerals Division recommends that the application for exploration assistance should be denied.

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:ag 12/9/53
Copy to: Admr. R. File
Docket File
Mr. Houk

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

December 9, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and closing review.
Docket No. DMEA-3192 - Mica
Property: Turkey Nest Mine
Macon County, North Carolina
Operator's property rights - Lease for ten years from the Bureau of Land Management
Applicants: Tracy M. Barnard and Fred D. Cabe
Amount requested: $7,635.00
No contract: Application denied.

Docket Summary

10/19/53 Received application, Form MF-103
10/21/53 Memo from D. A. Brobst, USGS, recommending field examination of property.
11/16/53 Memo from W. F. Dietrich, USBM, recommending visit to this mine when in vicinity to ascertain if an exploration program is justified.
11/24/53 Referral letter to field.
11/24/53 Letter to applicant advising of field referral.
11/27/53 Received Report of Examination by Field Team, Region VII. By Kefton H. Teague, Geologist, USGS, and Lawrence E. Shirley, Mining Engineer, USBM. The Field Team recommended three possibilities: (1) Denial on basis of quality of mica or exploration contract either (2) rehabilitating and extending existing drift or (3) trenching.
11/27/53 Covering memo to report by Robert A. Laurence and William A. Beck, recommending denial.
11/30/53 Memo from D. M. Larrabee, USGS, suggesting denial.
12/4/53 Memo from W. F. Dietrich, USBM, concurring in field team's recommendation of denial on basis of quality of mica.

Resume: The field team makes the following comments in their report of examination:

"Most of the mica is warped, cracked, ruled, rum or ruby-colored "A". An estimated half is black-spotted. The recovery of strategic mica from mine during World War II is reported to be about 4 percent.....According to Mr. Carl Buchanan, head buyer at the Spruce Pine Mica Depot, a high percentage of the mica is wavy and the percentage of good stain is very near the minimum.....From the above it is apparent that it is questionable as to the strategic value of the mica.....The present operation has been an unprofitable one, and one reason for requesting exploration assistance may be to "bail them out" of this condition."

Comments:

Although the field team was not able to present a firm recommendation, the above statements from the report indicates that it is doubtful if an exploration program would recover any sizeable quantities of good quality mica. Considering the poor quality of the mica and the unprofitable nature of the present operation, the Nonmetallic Minerals Division recommends that the application for exploration assistance should be denied.

Walter C. Anderson

Walter C. Anderson
Nonmetallic Minerals Division

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

Defense Minerals Administration
RECEIVED
DEC 4 - 1953

December 3, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3192, Mica.

Applicant: T. M. Barnard and F. Cabe
Name and Location of Property: Turkey Nest Mine, Macon County North Carolina
Date of Field Team Report: November 24, 1953
Date Received by Ceramic & Fertilizer Materials Branch: December 1, 1953
Field Team Recommendation:

1. Denial because of the poor quality of the mica.

Comments:

1. From the statements contained in the field team report regarding previous production, it is doubtful if an exploration program sponsored by the Government would recover any sizable quantities of good quality mica.

Recommendation:

I concur in the field team's recommendation to deny subject application.

W. F. Dietrich

W. F. Dietrich

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

IN REPLY REFER TO:
G-MD-CNM
Defense Minerals Administration
RECEIVED
NOV 30 1953

November 27, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3192 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Tracy M. Barnard and Fred Cabe, Franklin, North Carolina.
Name of property: Turkey Nest Mine.
Location of property: 9.6 airline miles due west of Franklin, Macon County, North Carolina.
Date of field team report: November 24, 1953
Authorship of field team report: K. H. Teague, and L. E. Shirley.
Field team's recommendation: None; choice of 3.
Commonts: The mica is chiefly non-strategic and of low value.
ACTION SUGGESTED: Denial.

D. M. Larrabee

D. M. Larrabee

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 27 1953

November 25, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMEA-3192 (mica) Barnard & Cabe, applicants
Field examination on Turkey Nest mine.

Enclosed herewith are 4 copies of the field examination report on the Turkey Nest Mine.

The field examiners report shows no enthusiasm for this project. Considering the poor quality of the mica, the unprofitable nature of the present operation, and the statement in the opening paragraph that "considerable reserves of mica-bearing pegmatite appear to be present" we see no reason for approving this application.

Therefore, we recommend denial.

Robert A. Laurence
Robert A. Laurence, Executive Officer
DMEA Field Team, Region VII

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

gb

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 27 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

ON
(mica)

DMEA-3192, TURKEY NEST MINE
Macon County, North Carolina

By

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

and

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

November 24, 1953

Field Examination Report
on

TURKEY NEST MINE
Docket No. DMEA-3192, (mica)
Applicants: Tracy M. Barnard and Fred Cabe, Franklin, N. C.

This mine has produced substantial amounts of mica in the past; however, the quality has been poor. Considerable reserves of mica-bearing pegmatite appear to be present. The examiners are not able to present a firm recommendation, but instead present the following possibilities:

1. Deny application on basis of quality of mica.

2. Grant exploration assistance, using one of the following methods of approach.

   (a) Rehabilitate, widen and extend an existing 140-foot drift.

   (b) Strip possible extension of pegmatite and conduct open cut exploration.

The deposit was examined on November 12, 1953. Mr. Tracey M. Barnard accompanied the examiners on the inspection which required four hours.

The Turkey Nest Mica mine is 9.6 airline miles due west of Franklin, Macon County, North Carolina. It is below the crest on the east slope of the nose trending N. 60° E. from Wayah Bald and about 3000 feet N. 60° E of the Wayah Bald fire tower. Access is possible to within 1200 feet of the mine by car except during severe winter weather.

This Operator worked this mine during part of World War II, and for about one year during the present program. He appears to be a competent miner. The mine is held by a lease from the Bureau of Land Management. Area covered by the lease is adequate.

At present an 85 cu. ft. compressor and a double drum hoist are on the property. Recent work by the applicant has consisted of working the deposit by open cut, extending the cut about 40 feet westward from the cut shown on the map on p. 55 of Bull. 49, N. C. Geol. Survey, Mica Deposits of the Franklin-Sylva District, North Carolina. The pegmatite has been worked along the outcrop for about 320 feet and by three drifts and stopes on the 4600, 4674, and 4724-foot levels. Only the upper drift (4724-ft.) is now accessible. It is 140 feet long.

The Turkey Nest pegmatite intrudes locally granitized biotite gneiss that strikes from N. 70° E. to E. and dips between 45° and 65° N. The

pegmatite strikes N. 53° W., dips between 45 and 60° S. and averages about 7 1/2 feet in thickness. It is well zoned, consisting of a central tabular mass of quartz from 3 to 5 feet thick sheathed on each side by mica-bearing pegmatite from 1 1/2 to 2 1/2 feet thick. The mica-bearing pegmatite is a medium to coarsely crystalline aggregate of gray plagioclase (oligoclase?), quartz, and muscovite. Part of the muscovite occurs as small scrappy intergrowths with quartz and feldspar and part as larger books distributed here and there throughout the zone. The upper drift and stope explore only the portion of the pegmatite between the quartz core and the hanging wall gneiss.

Most of the mica is warped, cracked, ruled, rum or ruby-colored "A". An estimated half is black-spotted. The recovery of strategic mica from mine run during World War II is reported to be about 4 per cent. The largest book observed was about 15 to 18 inches. A considerable number of books measure 6 by 6 inches or larger.

During World War II 3,233.95 pounds of mica were sold to the Colonial Mica Corporation for $16,955.93. Value of the recent production is estimated at about $5,000.00. Prices of various recent sales has ranged between $7.50 and $12.00 per pound. According to Mr. Carl Buchanan, head buyer at the Spruce Pine Mica Depot, a high percentage of the mica is wavey and the percentage of "good stain" is very near the minimum. Of the mica sold to the Colonial Mica Corporation during World Warr II in excess of 95 percent was classified as No. 2 and No. 2 (inferior). From the above it is apparent that it is questionable as to the strategic quality of the mica.

Should exploration assistance be granted, two possible approaches are available. The applicants' proposal involves stripping the pegmatite along the outcrop for a distance of about 150 feet to the west. This would involve the removal of the loose overburden by a bulldozer, then shooting a trench about 6 to 8 feet deep along the pegmatite. Total depth of the trench would be about 12 feet deep, and it would be about 12 feet wide. Estimated cost of this work is as follows:

60 hrs. bulldozing @ $10/hr.....	$ 600.00
Shooting open cut 12' x 8' in crosssection for a distance of 150 ft. @ $20/linear foot..	3,000.00
Estimated Total Cost....	$3,600.00

The other approach is to rehabilitate and widen the existing 140-foot drift and extend it about 75 feet. Estimated cost using this approach is as follows:

Rehabilitate and widen 140-foot of existing drift @ $25.00/ft.	.....	$3,500.00
75 feet 5' x 7' drift @ $35/ft.		2,625.00
	Estimated total cost.....	$6,125.00

The present operation has been an unprofitable one, and one reason for requesting exploration assistance may be to "bail them out" of this condition.

November 24, 1953.

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

J. E. Shirley, Mining Engineer, U.S. B. M.

zm

FILE COPY
SURNAME:

Anderson
Houk
Martin
Hodges
Kendall
Johnson

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

NOV 24 1953

Mr. Tracy F. Barnard and
Mr. Fred D. Cabe
P. O. Box 430
Franklin, North Carolina

Re: Docket No. DMEA-3192 - Mica
Turkey Nest Mine
Macon County, North Carolina

Dear Sirs:

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

Administrator

WCAnderson:gad 11/12/53
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.
11-24-53

FILE COPY
SURNAME:

Anderson
Houk
Martin
Johnson

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

NOV 24 1953

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

Subject: Docket No. DMEA-3192 - Mica
Tracy M. Barnard and
Fred D. Cale
Turkey Nest Mine
Macon 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,

W. S. Martin
ACTING Chairman, Operating Committee (DB)

Approved:

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

A. R. Kinkel, Jr. (DB)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 11/13/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.B. 11-24-53

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 16 1953

November 16, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3192, Mica.

Applicant: Tracy M. Barnard and Fred D. Cabe.
Name and Location of Property: Turkey Nest Mine, Macon County, North Carolina.
Date of Application: October 19, 1952.
Estimated Project Costs: $7,635
Comments:

1. On March 6, 1953, 46.29 pounds of mica were sold to the Government Mica Depot from this mine, of which good stained and better qualities totaled 27.75 pounds.
2. As reported in N.C. Division of Mineral Resources Bulletin No. 49, the pegmatite of the Turkey Nest mine is enclosed in biotite gneiss. The mica-bearing pegmatite is a medium - to coarse grained aggregate of plagioclase, quartz, and muscovite. The mica is rum or ruby colored, and part of the mica has "A" structure.

Recommendation:

It is recommended that the field team visit this mine 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.

Memorandum

October 20, 1953

REVIEW OF APPLICATION DMEA-3192 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: Donald A. Brobst, U. S. Geological Survey
Applicant's name and address: Tracy M. Barnard and Fred D. Cabe, P. O. Box 430, Franklin, North Carolina.
Name of property: Turkey Nest Mine.
Location of property: South side of high ridge about a mile east of Wayah Bald, Macon County, North Carolina.
Summary of applicant's proposal:

Bulldozing trench 250 feet long, 8 feet deep, 16 feet wide = 32,000 cubic feet - 10 days at $80	$ 800.00
Open benches resulting from trenching:	
Foreman 90 days at $12/day	1080.00
4 men 90 days ea. at $36/day	3240.00
Explosives	600.00
Small tools	200.00
Tool house	300.00
Compressor - hammer rental 4 mos. at $175/mo.	700.00
WC Insurance	350.00
Subtotal	$7270.00
Contingencies - 5% of total	365.00
Total	$7635.00

Sources of information on applicant's property:
Mica Deposits of the Franklin-Sylva District, North Carolina, by J. C. Olson and others, North Carolina Dept. of Cons. and Dev., Bull. 49, p. 54-56, 1944.
Turkey Nest mine report by M. R. Klepper.

Comments:
1. Mica reported to be ruby with some "A" and about half is specked.
2. The pegmatite is reported 7.5 feet thick with mica in the 1.5 to 2.5 foot thick zones flanking the core. More mica is concentrated on the hanging wall side, but mica is better quality on the footwall side.
3. Perhaps the applicants' proposal for open cut is not the best approach, but reports suggest that this mine may be a good bet for production of strategic ruby mica.

RECOMMENDATION:
Refer to field team for examination of the property.

Donald A. Brobst

Donald A. Brobst

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

October 19, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number DMEA-3192

There is listed below the assigned docket number to an application recently received from Region VII.

DMEA - 3192 Turkey Nest Mine.

ROBERT E. ADAMS

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

Tracy M. Barnard &
Fred D. Cabe
Post Office Box 430
Franklin, North Carolina

October 19, 1953

Subject: DMEA-3192
Re: Exploration Assistance
Turkey Nest Mine

Dear Sirs:

The receipt of your application dated October 13, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3192 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3192 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operations Control
and Statistics Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
EXECUTIVE OFFICER
DMEA REGION VII
Knoxville, Tenn.

Defense Minerals Administration
RECEIVED
OCT 16 1953

October 15, 1953

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Reg. 7

Subject: Application: Tracy M. Barnard & Fred D. Cabe (mica)

Transmitted herewith are 3 copies of the above subject application, and one copy of the lease. One copy of the application was retained by this office.

Wm. A. Beck

Wm. A. Beck

zm

MT-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
OCT 19 1953

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-3192
Metal or Mineral
Date Received 10-19-53
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: Tracy M. Barnard & Fred D. Cabe
P O Box 430, Franklin, N. C. partnership
two partners as above listed

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Land upon which applicant desires to explore is U. S. Forest Service land. See description as set out in attached lease, and made a part thereof. Partner Tracy M. Barnard is lessee.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise
Lessee - U. S. Forest Service is lessor

(*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. attached

(*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 90 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)? YES

(*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 13, 1953

Tracy M. Barnard & Fred D Cabe
(Applicant)

By _____
Partner

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

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

APPLICATION: TRACY M. BARNARD & FRED D. CABE
Franklin, N. C.

MF-103
Mica

Further answers to Form MF-103

4. (a) Open cut and tunnel now on property. Property has been worked off and on for nearly fifty years; no records available at hand. Applicant has worked on a portion of property for approx. 4 years. Producer of strategic ruby mica on one portion of leased tract. Easily accessible for examination.

(b) past production set out above. Currently under operation in portion of leased tract. Shows good signes of rich ore reserves at site exploration is desired. Reserves would be of strategic ruby mica.

(c) sketches attached. Dirt overburden capped with rock. Tunnel under area desired to be explored shows good signs of vein location.

(d) State and Forest Service Road 24 miles from Franklin, N. C.
(e) Unlimited in all respects.

5.
(b) See attached sketches. Proposed: Remove dirt overburden by bulldozing a trench 250 feet long, 16 feet wide, 8 feet deep. Remove next 7 feet of rock capping by drilling and shooting. This should expose the vein.
(d) 30 years experience in this type of mining.

6. Estimate of Costs:

Bulldozing trench above set out:	
250 feet long	
8 feet deep	
16 feet wide (32,000 cuft	
10 days @ 80.00 - - - - -	$800.00
Cost to open benches set out above:	
Working foreman 90 days @ 12.00	1080.00
4 men 90 days each @ 36.00 per day -	3240.00
Explosives, etc. conn. therewith -	600.00
Small Tools	200.00
Tool House - - -	300.00
Rental, Compressor and Hammer 4 months @ 175.00	700.00
WC Insurance	350.00
Sub-total	7270.00
Contingencies; 5% of total	365.00
TOTAL	$7635.00

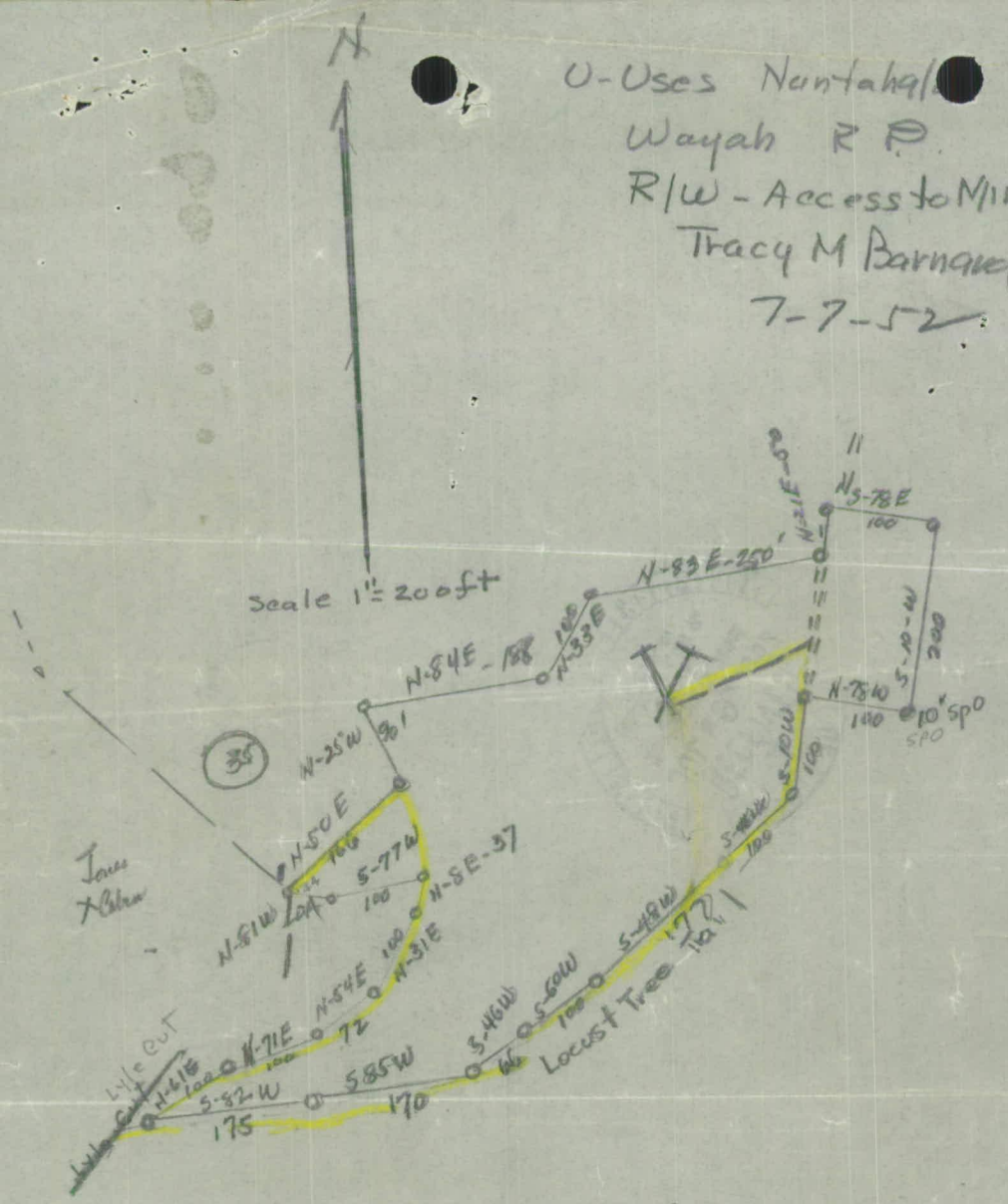
7. Applicant now owns compressor and jack-hammer, and some small tools.

October 15, 1953

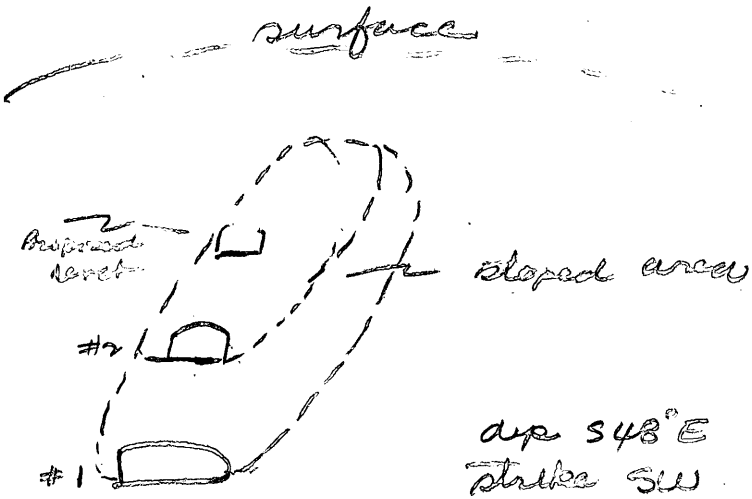
TRACY M. BARNARD & FRED D CABE

By: Tracy M. Barnard

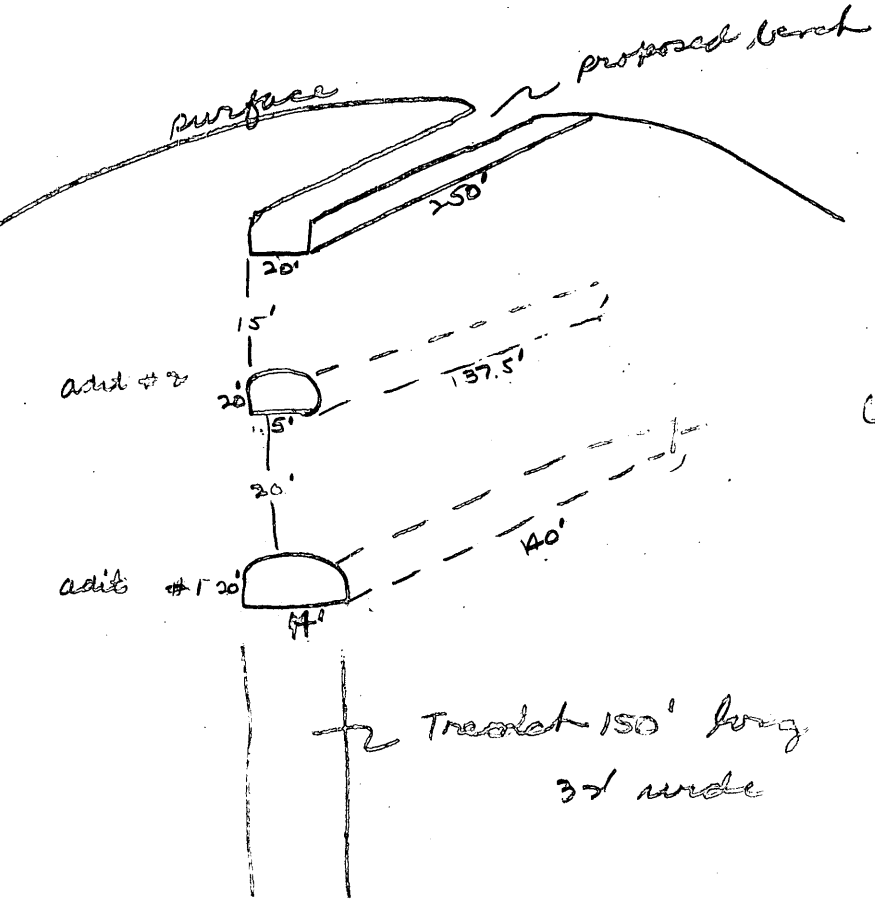
U-Uses Nantahala
Wayah R.P.
R/W - Access to Mine
Tracy M Barnard
7-7-52



Plan #1



Plan #2


proposed bench
surface
250'
20'
15'
adit #2
20'
137.5'
5'
20'
140'
adit #1
20'
14'
Trench 150' long
3' wide

Data

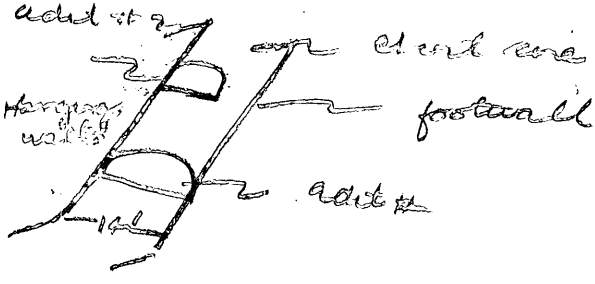
Dip S 48° E
Strike SW 60°

adit #2 137.5' - avg 5' wide
are 20' high

20' between adit #1 & adit #2

140' to ends adit #1

Cross section



Form 4-1100
(May, 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Washington 25, D. C.

Serial No. BLM-A 028397

North Carolina
(State)

786

MICA
MINERAL LEASE - ACQUIRED LANDS

This mineral lease entered into in quintuplicate this 1st day of March, 1953, by and between the United States of America, the lessor, through the Bureau of Land Management, and Tracy M. Barnard, the lessee, of Franklin, North Carolina, pursuant to Section 402 of the President's Reorganization Plan No. 3 of 1946, and regulations thereunder (43 CFR 200.31 et seq.); witnesseth:

SECTION 1. Rights of Lessee. In consideration of the rents and royalties to be paid and conditions and covenants to be observed as herein set forth the lessor grants to the lessee, subject to all privileges and uses heretofore duly authorized and prior valid claims, for a period of 10 years from the date hereof, the exclusive right to mine, remove and dispose of all the mica and associated minerals in, upon, or under the following-described tracts

See attached sheet for land description

containing 4.6 acres, more or less, together with the right to construct and maintain thereupon such structures and other facilities as may be necessary for the mining, preparation and removal of said minerals.

SECTION 2. In consideration of the foregoing, the lessee agrees:

(a) Production. To begin production within 24 months and to continue production thereafter unless operations are interrupted by strikes, the elements or casualties not attributable to the lessee. The lessor may grant reasonable extensions of time for the commencement of production, and may authorize suspensions of production for reasonable periods of time in the interest of conservation or when the lease cannot be successfully operated at a profit, or for other reasons when such action does not adversely affect the interest of the United States.

(b) Rental. To pay to the lessor annually in advance, beginning with the date of this lease, rental of $ 5.00 for each acre or fraction thereof for each lease year until production commences, the rental payment for the year in which production commences to be credited on royalties that accrue during that lease year.

(c) Royalty. To pay the lessor within 30 days after the end of each period prescribed in subsection (f) of this section a royalty of 8 per cent of the gross value of the minerals mined hereunder at the point of shipment to market, such point of shipment to be the mine or preparation plant, as the case may be. The lessee agrees that the Secretary of the Interior, for the purpose of determining the royalties due hereunder, may establish reasonable minimum values for the minerals mined, due consideration being given to the highest price paid for a part or a majority of the production of minerals of like quality produced from the same general area, the price received by the lessee, posted prices, and other relevant matters.

(d) Minimum Royalty. If there is no production or if royalties under subsection (c) of this section total less than $ 25.00 in any lease year, to pay the lessor a sum equal to the difference between such royalties and $ 25.00, such minimum royalty obligation to become effective the first lease year commencing after production begins, and to be payable within 30 days following the end of the lease year for which due. Lessor may, in its discretion, suspend the minimum royalty requirement when production is interrupted or suspended as provided in subsection (a).

(e) Bond. To furnish and maintain a bond in the sum of $1,000.00 conditioned upon compliance with the terms and conditions of this lease.

(f) Statement. To furnish for each month or such other period as may be designated by the District Mining Supervisor of the Geological Survey, [illegible] in detail, in such form as may be
*Rm. 3227, General Services Administration Building, [illegible], D. C.

[illegible] each period for use in determining royalties. [illegible] days from the close of the month or period so designated. Falsification of such statements shall be grounds for cancellation of the lease. 2/

(g) Inspection. To permit at all reasonable times: (1) inspection by any duly authorized officer of the supervising agencies, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease.

(h) Maps - Reports. To furnish in duplicate to the District Mining Supervisor, at such times as he may require, a plat in the manner and form prescribed by him 1/ showing prospecting and development work and improvements on the lease land and other related information, with a report as to all buildings, structures, and other works or equipment, situated elsewhere and owned or operated in conjunction with, or as a part of the operations conducted hereunder.

(i) Operations. To conduct operations in compliance with all Federal and State laws and the operating regulations of the Department of the Interior (30 CFR, Chap. II, Part 231), which are made a part hereof, and to exercise reasonable diligence, skill and care in the operation of the property, and to carry on all operations in accordance with approved methods and practices, having due regard for the prevention of damage to mineral deposits, water horizons and property, injury to life and health, and economic waste.

(j) Taxes. To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, and other rights, property and assets of the lessee.

(k) Deliver Premises. To deliver up to the lessor in good order and condition and subject to the provisions of Section 9 hereof on the termination of this lease as a result of forfeiture thereof the lands covered thereby, including all underground timbering and such other supports and structures as are necessary for the preservation of the mine.

(l) Assignment. Not to assign this lease, or any interest therein, whether by direct assignment, operating agreement, working or royalty interest, or otherwise, nor sublet any portion of the leased premises, except with the approval in writing of the lessor. All such assignments or subleases must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. No overriding royalties or payments out of production shall be created which would exceed 1/2 the royalties payable under this lease to the lessor. An assignment of all or part of the record title to a portion of the acreage in the lease shall separate the lease into separate leaseholds and the terms hereof shall apply separately to the segregated portions. Advance annual rental payments if previously terminated shall be resumed as to an undeveloped segregated portion on the next anniversary date of the lease, the minimum royalty payment herein specified shall apply separately to the segregated portions and the time allowed within which to commence operations on an undeveloped segregated portion shall be such reasonable period as shall be prescribed by the lessor at the time the assignment is approved.

(m) Non-discrimination. Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(n) Payments. To make all payments to the lessor under this section as directed, such payments to be made to the order of the Treasurer of the United States.

SECTION 3. In further consideration of the foregoing, the lessee also agrees:

(a) Protection of Property. To conduct all operations authorized by this lease with due regard for good land management; not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; whenever practicable, to control soil erosion resulting from the operation; to prevent pollution of soil and water resources; unless otherwise authorized by the representative of the Secretary of Agriculture, not to carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the leased land within 200 feet of any building standing on the leased land; whenever required in writing by the authorized representative of the Secretary of Agriculture, to fence all sump holes and other excavations made by lessee.

(b) Forest, Brush and Grass Fire Precautions. To do all in his power to prevent and suppress forest, brush and grass fires on the leased land and in its vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture

---

1/ All forms herein required are subject to approval by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

2/ 18 U.S.C. sec. 1001 makes it a crime for any person knowingly and wilfully to submit or cause to be submitted to any agency of the United States any false or fraudulent statement as to any matter within its jurisdiction.

Beginning at Corner 1 of Forest Service Tract #35 acquired from Mary S. Munger; thence N 50 E 166 ft. to a point; thence N 25 W 90 ft. to a point; thence N 84 E 168 ft. to a point; thence N 33 E 100 ft. to a point; thence N 83 E 250 ft. to a point in the Locust Tree Trail; thence with trail N 21 E 50 ft. to a point; thence leaving trail S 78 E 100 ft. to a point; thence S 10 W 200 ft. to a point; thence N 78 W 100 ft. to a point in the Locust Tree Trail; thence with the Locust Tree Trail S 10 W 100 ft. to a point; thence S 46 W 100 ft. to a point; thence S 48 W 177 ft. to a point; thence S 60 W 100 ft. to a point; thence S 46 E 66 ft. to a point; thence S 85 W 170 ft. to a point; thence S 82 W 175 ft. crossing tract boundary between Forest Service Tract #35 and Forest Service Tract #34, acquired from Mary S. Munger and James A. Porter, to a point on the Lyle Cut; thence N 61 E 100 ft. to a point; thence N 71 E 100 ft. again crossing tract boundary line between Forest Service Tracts #34 and #35 to a point; thence N 54 E 72 ft. to a point; thence N 81 E 100 ft. to a point; thence N 3 E 87 ft. to a point; thence S 77 W 100 ft. to a point; thence N 81 E 44 ft. to the place of beginning, containing 4.6 acres.

for the purpose of fighting forest, brush, or grass fires, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character; except that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors, within the leased area except at established camps, and shall [illegible] all means within his power. However, the authorized representative [illegible] may designate safe places where, after all inflammable material [illegible] cared away, camp fires may be built for the purpose of heating lunches and where, at the option of the lessee, smoking may be permitted.

The lessee shall not burn rubbish, trash, or other inflammable material except with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such manner as to scatter inflammable materials on the surface of the land during the forest, brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee shall build or construct such fire lines or do such clearing on the leased land as the authorized representative of the Secretary of Agriculture decides is necessary for forest, brush, and grass fire prevention and shall maintain such fire tools at his headquarters on the leased land as are deemed necessary by such representative.

(c) Damage to Property. To pay the lessor or its tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's operations hereunder; to save and hold the lessor or its tenant harmless from all damage or claims for damage to persons or property resulting from the lessee's operations under this lease; and where the surface of the leased land is owned by other than the lessor, to pay such owner, or his tenant, as the case may be, for damage or injury to livestock, crops, trees, pipe lines, buildings, and other improvements on the leased land.

(d) Restoration of Surface of Land. Upon any partial or total relinquishment, cancellation or expiration of this lease, as to that part of the leased land as to which the lessee's rights [illegible] inated and to the extent deemed necessary by the authorized representative of the Secretary of Agriculture, to fill all sump holes, ditches and other excavations, remove or cover all debris, and, so far as reasonably possible, restore the surface of the leased land to its former condition, including the removal of structures as and if required.

(e) Department of Agriculture Regulations. To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease.

(f) Special Stipulations.

X

X

X

X

X

[illegible] priate Agency Official. To address all matters relating to this section to [illegible] sor, Nantahala Nat. Forest at Franklin, North Carolina, who is the [illegible] esentative of the Secretary of Agriculture, or to such other representative as [illegible] time, be designated provided that such designation shall be in writing and be [illegible] lessee or his agent as provided by Section 4 hereof.

[illegible] Lessee-Agent. Prior to the beginning of operations the lessee shall appoint [illegible] all times during the term of this lease a local agent upon whom may be served [illegible] or notices respecting matters contained in this lease, and shall inform the au- [illegible] esentative of the Secretary of Agriculture, and the District Mining Supervisor of [illegible] ites Geological Survey, in writing, of the name and address of such agent. If a [illegible] is appointed. The lessee shall immediately so inform the said representatives.

SECTION 5. Renewal of Lease. If, upon the expiration of this lease, the issuance for an ensuing period of a lease of similar character is determined to be in the public interest, and all of the terms hereof have been satisfactorily complied with, and the lessee is then qualified, he shall be accorded a preference in the issuance of said ensuing lease upon such reasonable terms and considerations as may be prescribed by the Secretary of the Interior, unless otherwise provided by law. The exercise of such preference right shall be in accordance with regulations prescribed by the Secretary of the Interior.

SECTION 6. The lessor expressly reserves:

(a) Rights Reserved. The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands, and the preparation and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Monopoly and Fair Prices. Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interest of the United States, to prevent monopoly, and to safeguard the public welfare.

(c) Fissionable materials. All fissionable source materials, together with the right, at any and all times, to enter upon the lands and prospect for, mine and remove such materials, pursuant to Executive Order No. 9908 (12 F. R. 8223).

(d) Waiver of Conditions. The right to waive any breach of the covenants and conditions contained herein, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occurring at another time.

SECTION 7. It is mutually agreed:

(a) Strip Mining. That this lease does not authorize mining or removal of minerals by stripping or contour mining unless otherwise specifically authorized herein.

(b) Reduction or Smelting of Ores. That the reduction or smelting of ores on the leased land is expressly prohibited in the absence of an agreement between the lessee and the designated representative of the Secretary of Agriculture authorizing such use of the surface of the land and providing for the necessary protection of life and property. Such agreement shall contain all of the terms and conditions under which the reduction or smelting of ores may be carried on and any violation of that agreement shall be considered a violation of the terms of this lease for the purpose of Section 9.

(c) Uses and Disposition of Surface. That the leased land shall be subject at all times to any other lawful uses or sale by the United States, its lessees, permittees, licensees, and assigns; provided that such uses or sale shall not prevent, obstruct, or unduly interfere with any privilege granted under this lease.

(d) Granting Leases for Other Minerals. That the granting of this lease will not preclude the issuance of other leases of the same land for the mining of other minerals with suitable stipulations as to joint operations, in order that full development of the mineral resources may be obtained.

SECTION 8. Relinquishment of Lease. Upon payment of all rentals, royalties and other debts due and payable to the lessor and upon payment of all wages or moneys due and payable to the workmen employed by the lessee, the lessee may, upon a satisfactory showing that the public interest will not be impaired, surrender all or any subdivision or subdivisions of the area included in the lease. In no case will the lease be terminated in whole or in part until and unless the lessee shall have made provision for the preservation of any mines and mineral deposits or productive works or permanent improvements on the lands covered thereby and complied with Section 3(d) hereof. A surrender must be by a relinquishment filed, in triplicate, with the Director, Bureau of Land Management. A relinquishment upon its approval shall take effect as of the date it is filed.

SECTION 9. Removal of Equipment, etc., on Termination of Lease. On termination of this lease, by surrender, forfeiture, or otherwise the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, other than underground timbering placed by the lessee in or on the leased lands, which are not necessary for the preservation of the [illegible] Any materials, tools, appliances, machinery, structures or equipment, subject to removal [illegible] provided, which are allowed to remain on the leased land shall become the property of [illegible] on expiration of the [illegible] day period or such extension thereof as may be granted by [illegible] but the lessee shall remove any or all of such property when so directed by the lessor.

SECTION 10. Proceeding [illegible] of default. If the lessee does not comply with the applicable regulations made a part hereof or the terms of this [illegible] and such default continues for a period of 30 days after service of written notice thereof [illegible] the [illegible] the lease may be declared by the Director, Bureau of Land Management. However, if [illegible] has commenced [illegible]

Form 4-1100

lease, it may be canceled only by appropriate proceedings in a court of competent jurisdiction; but this provision does not apply to leases issued for a period of five years or less which may be canceled in the manner stated above. Furthermore, if the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe condition of the mine or works thereof, which shall be at the expense of the lessee, but the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

SECTION 11. Heirs and successors-in-interest. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SECTION 12. Unlawful Interests. It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior or of the Department of Agriculture shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statutes, as amended, and 18 U.S.C. 431, 432, and 433, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

THE UNITED STATES OF AMERICA

By C R Dreisbach
~~Chief, Division of Adjudication~~ for the
Director, Bureau of Land Management.
Assistant Chief, Division of Minerals

WITNESSES TO SIGNATURE OF LESSEE

[illegible]

E. Carpenter

Vicki W. Perry

Tracy M. Barnard
Lessee.

(The reporting requirements contained in this lease have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. If this lease is executed by a corporation it must bear the corporate seal.)