MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of ~~XXX~~ YANCEY, State of NORTH CAROLINA, described as follows:1/ ~~XXXXXXXXXX~~ IN A LEASE DATED April 16, 1956 and recorded in Book 116 Page 189 official records of said County.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

RECEIVED
MAY 4 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Irvin R. Tait Executor Chas. F. Ray Estate [Seal]

Mrs Ruby Mae Ray [Seal]

Mr Wrat Ray [Seal]

by Juanita Wray.

I, Robert L. Wray certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Juanita Wray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mae G. A. X Higgins (SEAL)
mark

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows:1/ [redacted] 116 [redacted] 189 [redacted] [redacted]

[redacted]

_____,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

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[redacted]

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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3/ Write "none" if that is the case. Do not leave lines blank.

RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Sover R. Tuttle Executor Chas. F. Ray Estate [Seal]

Mrs Ruby Mae Ray [Seal]

Mrs Wray Tuttle [Seal]

Mrs Julia Wray

I, Mrs. Julia Wray certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Julia Wray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs J. A. Thigpen (SEAL)

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows:1/ [redacted] 116 Page 189 [redacted],

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

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[redacted]

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Forrest R. Tait Executor Chas. T. Bryan Estate [Seal]

Ruby Mae Ray [Seal]

Ty Gilray McCoy [Seal]

Thy Gilray McCoy

I, Ruth L. Wray, certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Julia Wray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs J. A. X her mark Hagan (SEAL)

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows:1/ [redacted] 116 [redacted] 189 [redacted] County.

_____,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

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[redacted]

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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3/ Write "none" if that is the case. Do not leave lines blank.

RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Sour R. Trust Executor Chas. F. Ray Estate [Seal]

Mrs Ruby Mae Ray [Seal]

Mrs Ruby Mae [Seal]

By Julian Tray

I, Ruth D. Wray certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Julian Wray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs J. a. Higgins (SEAL)
Mark

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of MXX YANCEY, State of NORTH CAROLINA, described XXXXXXXXXX IN A LEASE DATED April 16, 1956 and recorded in Book 116 Page 189 official records of said County.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Dover R. Tait Executor Chas. H. Ray Estate [Seal]

Mrs. Ruby Mae Ray [Seal]

Thos. Wm. Ray, Inc. [Seal]
By Pearl O'Day

I, Pearl O'Day certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Wm. Tilmurray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs J. A. Higgins her mark (SEAL)

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of [illegible], State of [illegible], described as follows: 1/ in a lease dated April 16, 1956 and recorded in Book 116 Page 189 official records of said County.

_____,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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None

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RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Ivers R. Ray Executor Mrs. Ruby Ray Estate [Seal]

Mrs Ruby Mae Ray [Seal]

[illegible] [Seal]

By [illegible]

I, Rual S. Ray certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Justine Ray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs. G. A. Higgins (SEAL)
her mark

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of MIX YANCEY, State of NORTH CAROLINA, described ~~AS FOLLOWS:~~ IN A LEASE DATED April 16, 1956 and recorded in Book 116 Page 189 official records of said County.

_____,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

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None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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RECEIVED
MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Sower A. Tuto Executor Chas. F. Byrd Estate [Seal]

Mrs. Ruby Mae Ray [Seal]

Mrs. Ulrey [illegible] [Seal]

By Julia Ulrey

I, Rudolph Ulrey certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs. Julia Ulrey who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mrs Jack Higgins (SEAL)

Mrs. Pansy Ray (SEAL)

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of ~~XXX~~ YANCEY, State of NORTH CAROLINA, described ~~XXXXXXXXXX~~ IN A LEASE DATED April 16, 1956 and recorded in Book 116 Page 189 official records of said County.

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1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest ~~and~~ equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

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None

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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.

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MAY 24 1956

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14th day of May, 1956.

Dover R. Tuttle Executor Chas Ray Estate [Seal]

Mrs. Ruby Mae Ray [Seal]

M M Ray Inc [Seal]

Mrs Julia Ray

I, Ruth R. Ray certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Mrs Julia Ray who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mae J. Ray for X Higgins (SEAL)

mark

Mrs Pansy Ray (SEAL)

cw

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

DOCKET COPY
Surname:
Houk
Lamb
Martin
Johnson

AUG - 6 1956

A. R. W. Mining Company
c/o Mr. Lewie Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4307-mica
A. R. W. Mining Company
Lewie Aldridge, et al.
Bailey Mine
Yancey County, North Carolina

Gentlemen:

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

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

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica 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,

O. O. Mittendorf

Administrator

JHopkins:ms 8/6/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

P.C.L.

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

August 6, 1956

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: A denial of exploration assistance and Summary Report

By: James Hopkins

1. Docket No. DMEA-4307-mica
Property: Bailey Mine
Yancey County, North Carolina
Applicant: A. R.W. Mining Company
c/o Lewie Aldridge
Spruce Pine, North Carolina
Application:
May 19, 1956
Work proposed:

Prospect No. 1	
Clean out mud and water	$ 200.00
Shaft, 60 ft. @ $45.00	2,700.00
Drift, 60 ft. @ $45.00	2,700.00
Prospect No. 2	
Buildings	$ 115.00
Clean out mud and water	300.00
Drift, 60 ft. @ $45.00	2,700.00
Estimated Total Cost	$8,715.00

No contract - application denied

2. Comments:

The property has been the subject of three examinations and denials (DMEA-2647 and 3491).

About 8 hours of bulldozing had exposed a small amount of mica-bare pegmatite immediately southwest of a 200-foot shaft. No new information has been added to what has been written in the report by John Parker, III (USGS unpublished - May, 1944) or the previous examination reports.

A block of pegmatite 280'x20 to 25' remains in which applicant proposes to do his work. If any mica-bearing pegmatite exists in this block, it would have been intersected by two adjacent shafts.

2. Comments: (continued)

Because of the unlikelihood of any mica-bearing structures in this block and the lack of any new information to support the application, the Field Team recommends that the application be denied.

The Nonmetallic Minerals Division and the Commodity Divisions of the Geological Survey and Bureau of Mines concur in the recommendation.

James Hopkins
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

RECEIVED
JUL 30 1956

July 27, 1956

Re: DMEA 4307
A.R.W. Mining Co.
Bailey Mine
Yancy Co., N. C.
$8,715.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The applicant requested assistance in exploring a pegmatite showing "plenty of vein with a good possibility of a large deposit of mica".

The Field Team found the property has been the subject of two, possibly three, applications and denials (DMEA-2647 and 3491). No work has been done to change the outlook and the Field Team recommends that this application be denied.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

RECEIVED
JUL 30 1956

July 30, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief
Branch of Ceramic and Fertilizer Materials

Subject: DMEA-~~3407~~ 4307 (mica)

Applicant: A. R. W. Mining Company, c/o Lewie Aldridge, Spruce Pine, N. C.

Name and Location of Property: Bailey Mine, Yancey County, N. C.

Date of Field Team Report: 7/23/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 7/26/56

Field Team Recommendation: That the application be denied.

Comments:

1. Extensive exploration has occurred northeast and southwest of the block of ground for which exploration assistance is requested, and it is likely that the two adjacent shafts (one 200 feet deep and the other 100 feet deep) would have intersected and mined any mica-bearing structure of consequence.

2. The property has been examined previously by DMEA field examiners, and approval denied. (See DMEA-2647 and 3491)

Recommendation:

I concur with the field team's recommendation of denial.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUL 2 1956

July 23, 1956

Memorandum

Reviewed by
DMEA OPERATING COMMITTEE
7/27/56
(date)

To: Operating Committee, DMEA- Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Field Examination - Bailey Mine- DMEA-4307 (mica) Yancey County, N.C.
A. R. W. Mining Company, c/o Lewie Aldridge, Spruce Pine, N.C.

Reference is made to your letter of June 6.

The property was visited July 10, 1956 in the company of Albert Watson. It was found to be the same property which has been the subject of at least three previous DMEA examinations and denials (DMEA-2647 and 3491). The site is the southwest end of the workings at the Wray mine, Yancey County, North Carolina. About 8 hours of bulldozing by the applicant had exposed a small amount of mica-bare pegmatite immediately southwest of the 200-foot deep Jas Burleson (Brownie) shaft. No new information has been added to what has been written in the report by John Parker, III (USGS unpublished - May 1944) or the previous examination reports. There is some doubt that Mr. Riddle and Mr. Watson, the prospective Operators, although capable miners, would be competent to undertake a program in a structure of this size and at depths indicated by the old works.

The immediate area has been explored 200 feet deep on the northeast by the Jas Burleson (Brownie) shaft and on the southwest by 100 feet deep Dolph Hensley and new South shafts, leaving a block of pegmatite, roughly 280 feet along strike and possibly 20 to 50 feet wide in which the applicant purposes to do his work. The observed pitch of reported mica bearing wall structures in the Briney Deep Cut immediately northeast of the Jas Burleson (Brownie) shaft is approximately 30° southwest. It is very likely that the two adjacent deep shafts would have interesected, developed and mined any mica-bearing structures of consequence in this intermediate block of ground. Because of the unliklihood of any mica bearing structures occuring in this block and the lack of any new information to support the application, the field examiners recommend that the application be denied. We agree with that recommendation.

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

for V. J. Lynch, Member
DMEA Field Team
Bureau of Mines

DOCKET COPY
Surname:

Hoe
Houk
Kiilsgaard
Gehan
Martin
Johnson

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

JUN - 6 1956

A. R. W. Mining Company
c/o Mr. Lewis Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4307-mica
A. R. W. Mining Company
Lewis Aldridge, et al.
Bailey Mine
Yancey County, North Carolina

Gentlemen:

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 V, 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 you may give the members of the Field Team during the examination will be appreciated.

We wish to thank you for sending your lease as requested in our letter of May 28, 1956. A copy of it has been made for our files and the original is being returned to you.

Sincerely yours,

G. O. Mittendorf

Administrator

Enclosure

JHopkins:ms 6/5/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

DOCKET COPY
Surname:

Hopkins
Martin

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

JUN - 6 1956

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

Re: Docket No. DMEA-4307-mica
A. R. W. Mining Company
Lewis Aldridge, et al.
Bailey Mine
Yancey County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated May 25, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the application are enclosed.

Please have the applicant supply the book and page of recording of the tract of land involved. A location map should be prepared showing the outline of the leased area related to the location of the proposed DMEA work. A tie from one of the corners of the leased area to a permanent corner of the tract or to some permanent, immovable object or monument should be made.

Sincerely yours,

W. S. Martin
Chairman, Operating Committee

Approved:

/s/ Robert W. Geehan (JHB) ACTING
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures: 4

JHopkins:ms 6/5/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.S.

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

MAY 28 1956

A. R. W. Mining Company
c/o Mr. Lewie Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4307-mica
A. R. W. Mining Company
Lewie Aldridge, et al.
Bailey Mine
Yancey County, North Carolina

Gentlemen:

Reference is made to your application for exploration assistance on the subject property, dated May 19, 1956.

In order that we may continue processing your application, please send us a copy of your lease on the Bailey Mine.

Sincerely yours,

Lawrence G. Houk

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

This is the original Lease as we donot have a copy available this office today.

RECEIVED
JUN 4 1956

IN REPLY REFER TO:

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

RECEIVED
MAY 28 1956

May 25, 1956

Re: DMEA 4307
A.R.W. Mining Co.
Bailey Mine
Yancey Co., N. C.
$8,715.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application.

The applicant requests assistance in a 2-part exploration project on a mica-bearing pegmatite in which a shaft has been started. The application says " . . . there is plenty of vein with a good possibility of a large deposit of mica."

The projects proposed are:--

No. 1. Clearing out mud and water and cutting a 60-foot shaft and 60 feet of drift and/or incline.
Estimated cost $5,600

No. 2. Clearing out mud and water and 60 feet of drift and/or incline.
Estimated cost $3,115

It is not so stated but a staged project may be contemplated.

Referral to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

Noted [illegible]

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

RECEIVED
MAY 28 1956

May 25, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief
Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4307 (mica)

Applicant: A. R. W. Mining Co. (L. Aldbridge)

Name and Location of Property: Bailey Mine, _____, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 5/25/56

Comments:

1. No data available in this office on this property.

2. From the limited information presented, it is difficult to determine if an exploration program is justified or if the proposed plan would be the best method of exploring this property.

3. It appears a field examination is necessary to determine the feasibility of a project.

Recommendation:
It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

DOCKET COPY
Surname:

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

MAY 28 1956

A. R. W. Mining Company
c/o Mr. Lewis Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4307-mica
A. R. W. Mining Company
Lewis Aldridge, et al.
Bailey Mine
Yancey County, North Carolina

Gentlemen:

Reference is made to your application for exploration assistance on the subject property, dated May 19, 1956.

In order that we may continue processing your application, please send us a copy of your lease on the Bailey Mine.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

JHopkins:ms 5/28/56
Copy to: Docket
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.h

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-4307
Metal or Mineral MISC
Date Received 5/24/56
Estimated Cost $8,715
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: A.R.W. MINING COMPANY % LEWIE ALDRIDGE, SPRUCE PINE, N. C.

A PARTNERSHIP: LEWIE ALDRIDGE, J. G. RIDDLE AND ROY WATSON OF SPRUCE PINE -----Rt.2, ASHEVILLE --- SWANNANOA, ALL OF 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.

ALL QUESTIONS ANSWERED ON THE ATTACHED THREE SHEETS OF PAPER.

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

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

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

(*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.

RECEIVED MAY 24 1956

16—66551-1

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?

[X] 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 This the 19th. day of May, 1956

A.R.W. MINING COMPANY

(Applicant)

By J. G. Riddle

K. L. Watson

Lennie Ashcraft

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 FOR AID IN AN EXPLORATION PROJECT, PRUSUANT TO DMEA ORDER 1. UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS MENDED

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

1- (a) A.R.W. Mining Company, % Lewie Aldridge, Spruce Pine, N. C.

(b) Partnership

(c) Not applicable

(d) Lewie Aldridge, Spruce Pine, N. C., J. G. Riddle, Rt. 2, Asheville,N.C. & Roy Watson, Swannanoa, N. C.

2- (a) General

3- (a) Lease covering Bailey Mine and bounded as follows:

BEGINNING at the opening known as the Bailey Mine and running thence North 300 feet: thence East 200 feet; thence South 600 feet; thence West 400 feet; thence North 600 feet; thence East 200 feet; thence South 300 feet to the BEGINNING. It being the intention to describe an area in the shape of a parallelogram with the Bailey Mine Pit as the center and the East and West sides of said Parallelogram 600 feet in length and the North and South sides of the parallelogram 400 feet in length.

TOGETHER with the right to follow the vein or veins of mica if the same extends beyond the boundary hereinabove described.

The Lease shall be for a periof of five (5) years from this date with the privilege of renewal for an additional five (5) years.

(b) Bailey Mine.

(d) Lease registered April 30, 1956 with register of Deeds, Yancey County, N. C. in Book No. 116, Page 189.

(e,f,) Not applicable.

4- (a) There has been a shaft started which exposes the pegmatite and it contains Ruby Mica of good quality and there is plenty of vein with a good posibility of a large deposit of mica.

(b) At time of discovery several large blocks or ruby mica was recovered but due to the water situtation and the low price of mica at that time, work was not continued.

There is a good road into the prospect.

(c) The mine is located in the mica region and is near the Little Ray

Application for Aid- Exploration- Bailey Mine

A.R.W. Mining Co.

Mine, which is producing mica at this time. We have no maps nor geological surveys. The pegmatite is in a hard rock formation and the mineralization and type of deposit is indicative of a good mica deposit.

(d) The Mine is accessible by a fairly good road and is near Spruce Pine, N. C. which is our shipping and supply points

(e) Manpower, material, supplies, equipment, water and power are all available in this section.

5- (a) Mica

(b) Sketch attached. We would like for the work to consist of the following: Two projects:

No. 1- Clearing out mud and water and cutting a 60 foot shaft and 60 feet of drift or/and incline.

No. 2- Clearing out mud and water and 60 feet of drift or/and incline.

Buildings that might be needed.

(c) The work would begin in 10 days and be completed in six months.

(d) Lewie Aldridge: has had 15 years operating mica mines and is now operating mica mines which are producing.

J. G. Riddle: has been mining for the last four years and is now operating the Moore Mine at Franklin, N. C.

Roy Watson: has been mica mining for the last 30 years and will personally supervise the operations.

6- (a) The proposed exploration project will be done in terms of a contract on cost of unit bassis as follows:

Project # 1.

Clean out mud,muck & water $ 200.00

Application for Aid- Elploration- Bailey Mine

6-	Shaft and/or incline @ 60 feet @ 45.00	$2700.00
	Drift and/or incline 60 feet @ 45.00	2700.00
	No. 2 project:	
	Clean out mud, muck & water	300.00
	Drift and/or incline 60 feet @ 45.00	2700.00
	Necessary buildings alltotal	115.00
	Total cost of proposed Exploration Project.	$8715.00

(b,c,d,e,) Not applicable

(f) Tool house, powder magazine and exploder magazine.

(g,h,) Not applicable.

7- (a) Yes

(b) Money

CERTIFICATION OF THE FOREGOING PAPERS SIGNED BY THE PARTNERS ON FORM MF-103 ATTACHED. ALSO ATTACHED IS SCKETCH OF MINE AND CONSENT TO LIEN PAPERS.

RECEIVED
MAY 24 1956

May 24, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region V

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA
-4307 A.R.W. Mining Co.

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

May 24, 1956

A.R.W. Mining Co.
% Mr. Lewie Aldridge
Spruce Pine, N. C.

Subject: DMEA-4307
Re: Exploration Assistance
Bailey Mine

Dear Mr. Aldridge

The receipt of your application dated May 19, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4307 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

RECEIVED
JUNE 4, 1956

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 15th. day of April, 1956, by MRS. J. A. HIGGINS, a widow, MRS. PANSY RAY, a widow, DOVER R. FOUTS, Executor of the Estate of Charles F. Byrd, NU-WRAY, INC., a corporation, all of the County of Yancey and State of North Carolina, and MRS. RUBY MAE RAY, a widow, of the County of Walla Walla and State of Washington, hereinafter referred to as parties of the first part, to J. G. RIDDLE, LOUIS ALDRIDGE and ROY WATSON, all of the County of Mitchell 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 right and privilege of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, County of Yancey, State of North Carolina, on what is known as the G. D. Ray Boundary and being described as follows:

> BEGINNING at the opening known as the Bailey Mine and running thence North 300 feet; thence East 200 feet; thence South 600 feet; thence West 400 feet; thence North 600 feet; thence East 200 feet; thence South 300 feet to the BEGINNING. It being the intention to describe an area in the shape of a parallelogram with the Bailey Mine pit as the center and the East and West sides of said parallelogram 600 feet in length and the North and South sides of the parallelogram 400 feet in length.
>
> TOGETHER with the right to follow the vein or veins of mica if the same extends beyond the boundary hereinabove described.

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) years, 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, egress and regress, 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 sale price of all mica mined and removed from said property; 50¢ per ton 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, shall be paid.

4. TIME OF PAYMENT. Royalty 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 showing the amount of minerals sold and the price obtained therefor.

5. RIGHT OF INSPECTION. The parties of the first part, their successors, assigns or agents, shall have the right at all times to inspect the property herein leased and shall likewise have the right and privilege to examine any records pertaining to the production and sale of any minerals from said property.

6. METHODS OF MINING. The parties of the second part, their successors or assigns, shall carry on mining operations by approved methods and upon the surrender or abandonment of this Lease shall leave the mine or openings thereof in a reasonably clean and safe condition and no operations shall be conducted on said property which are commonly known in mining parlance as "ground hogging."

7. CESSATION OF MINING OPERATIONS. Mining operations shall begin on or before June 1st, 1956, and shall continue with reasonable regularity and if mining operations cease for a period of sixty (60) days, then this Lease shall be null and void, unless the cessation of mining operations is caused by weather conditions or other conditions usually termed Acts of God.

8. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail 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 forty-five (45) days within which to remove any machinery from said property.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the way and manner hereinafter indicated by the affixing of hands and seals as of the day and year first above written.

/s/ MRS. J. A. HIGGINS (SEAL)
Mrs. J. A. Higgins

/s/ MRS. PANSY RAY (SEAL)
Mrs. Pansy Ray

/s/ DOVER R. FOUTS (SEAL)
Dover R. Fouts, Executor

/s/ MRS. RUBY MAE RAY (SEAL)
Mrs. Ruby Mae Ray

NU-WRAY, INC.

By /s/ MRS. JULIA WRAY
President

ATTEST:

/s/ RUSH T. WRAY
Secretary

/s/ J. G. RIDDLE (SEAL)
J. G. Riddle

/s/ LOUIS ALDRIDGE (SEAL)
Louis Aldridge

/s/ ROY WATSON (SEAL)
Roy Watson

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day Mrs. J. A. Higgins, Mrs. Pansy Ray and Dover R. Fouts, Executor of the Estate of Charles F. Byrd, to me well known to be a part of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of APRIL, 1956.

/s/ E.M. ANGEL
Notary Public

My commission expires the 5 day of APRIL, 1957.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me on this day Mrs. Julia Wray who, being first duly sworn, says:

That she is President of Nu-Wray, Inc., one of the Grantors in the foregoing Lease, and that Rush Wray is Secretary of said Corporation; that she knows the corporate seal of said Corporation; and that the said Julia Wray, signed said instrument as President of said Corporation and Rush Wray signed said instrument as Secretary in attestation thereof and the said Rush Wray, affixed the corporate seal to said instrument in the presence of said President and that said instrument is the act and deed of said Corporation and the execution thereof was duly authorized by the Board of Directors

Witness my hand and notarial seal this the 30 day of APRIL,

/s/ G. M. ANGEL
Notary Public

My commission expires the 5 day of APRIL, 1957.

STATE OF WASHINGTON
COUNTY OF WALLA WALLA

Personally came before me this day Rush Wray, to me well known to be one of the persons who signed the foregoing Lease and who acknowledged the execution of the foregoing Lease for the purposes therein expressed.

Witness my hand and notarial seal this the 28 day of April, 1956.

/s/ IRIS GIORDANO
Notary Public

My commission expires OCT. 11, 1957.

STATE OF WASHINGTON
COUNTY OF

Personally came before me this day [illegible], Louis Aldridge and Ray [illegible], the persons who signed the foregoing Lease and who acknowledged the execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the 30 day of APRIL,

/s/ [illegible]
Notary Public

My commission expires JAN. 1, 1958.

NORTH CAROLINA, Yancey County
The foregoing certificate (s) of G.M. ANGEL - IRIS GRAHAM . .
. . [illegible] . . . . . .
*---- a Notary Public of the County and State designated, duly authenticated
*---- his official seal affixed, has (have) been duly examined and found to
be in proper form *---------- law, and the execution of the said instrument
is thereupon *------ sufficiently proven. Let the instrument, with the
certificates be registered.

This. . 30 . day of . APR. . ., 19 56 .

. . /s/ [illegible] THOMAS . . . . .
Clerk Superior Court

* = NOT ELIGIBLE [illegible]
[illegible]

NORTH CAROLINA
YANCEY COUNTY

Filed for Registration on the 30 . . .
day of . . APRIL . . 1956 . at
. 11:00 o'clock . A . .M., and registered
in the Office Register Deeds, and
verified this . . 1 . . . . day of
. . MAY ., 19 56 . . at 2:00 . .
o'clock . P . .M in Book . 181 . . . of
deeds on page . . . . . etc.

. /s/ EMILY A. TATE . . . . .

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 16th. day of April, 1956, by MRS. J. A. HIGGINS, a widow, MRS. PANSY RAY, a widow, DOVER R. FOUTS, Executor of the Estate of Charles F. Byrd, NU-WRAY, INC., a corporation, all of the County of Yancey and State of North Carolina, and MRS. RUBY MAE RAY, a widow, of the County of Walla Walla and State of Washington, hereinafter referred to as parties of the first part, to J. G. RIDDLE, LOUIS ALDRIDGE and ROY WATSON, all of the County of Mitchell 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 right and privilege of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, County of Yancey, State of North Carolina, on what is known as the G. D. Ray Boundary and being described as follows:

> BEGINNING at the opening known as the Bailey Mine and running thence North 300 feet; thence East 200 feet; thence South 600 feet; thence West 400 feet; thence North 600 feet; thence East 200 feet; thence South 300 feet to the BEGINNING. It being the intention to describe an area in the shape of a parallelogram with the Bailey Mine pit as the center and the East and West sides of said parallelogram 600 feet in length and the North and South sides of the parallelogram 400 feet in length.
>
> TOGETHER with the right to follow the vein or veins of mica if the same extends beyond the boundary hereinabove described.

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) years, 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, egress and egress, right to [illegible] road ways, flume lines, power lines, [illegible] 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 sale price of all mica mined and removed from said property; 50¢ per ton 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, shall be paid.

4. TIME OF PAYMENT. Royalty 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 showing the amount of minerals sold and the price obtained therefor.

5. RIGHT OF INSPECTION. The parties of the first part, their successors, assigns or agents, shall have the right at all times to inspect the property herein leased and shall likewise have the right and privilege to examine any records pertaining to the production and sale of any minerals from said property.

6. METHODS OF MINING. The parties of the second part, their successors or assigns, shall carry on mining operations by approved methods and upon the surrender or abandonment of this Lease shall leave the mine or openings thereof in a reasonably clean and safe condition and no operations shall be conducted on said property which are commonly known in mining parlance as "ground hogging."

7. COMMENCEMENT OF MINING OPERATIONS. Mining operations shall begin on or before June 1st, 1954, and shall continue with reasonable regularity and if mining operations cease for a period of sixty (60) days, then this Lease shall be null and void, unless the cessation of mining operations is caused by weather conditions or other conditions usually termed Acts of God.

8. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail 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 forty-five (45) days within which to remove any machinery from said property.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the way and manner hereinafter indicated by the affixing of hands and seals as of the day and year first above written.

_____ (SEAL)
Mrs. J. A. Higgins

_____ (SEAL)
Mrs. Pansy Ray

_____ (SEAL)
Dover R. Fouts, Executor

_____ (SEAL)
Mrs. Ruby Mae Ray

NU-WRAY, INC.

By _____
President

ATTEST:

_____
Secretary

_____ (SEAL)
J. G. Riddle

_____ (SEAL)
Louis Aldridge

_____ (SEAL)
Roy Watson

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me this day Mrs. J. A. Higgins, Mrs. Pansy Ray and Dover R. Fouts, Executor of the Estate of Charles F. Byrd, to me well known to be a part of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of _____, 19__.

_____
Notary Public

My commission expires the ____ day of _____, 19__.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

Personally came before me on this day Mrs. Julia Wray who, being first duly sworn, says:

That she is President of Wa-Wray, Inc., one of the Grantors in the foregoing Lease, and that Rush Wray is Secretary of said Corporation; that she knows the corporate seal of said Corporation; and that she, the said Julia Wray, signed said instrument as President of said Corporation and Rush Wray signed said instrument as Secretary in attestation thereof and he, the said Rush Wray, affixed the corporate seal to said instrument in the presence of said President and that said instrument is the act and deed of said Corporation and the execution thereof was duly authorized by the Board of Directors

Witness my hand and notarial seal this the ____ day of _____,

_____
Notary Public

My commission expires the ____ day of _____, 195____.

STATE OF WASHINGTON

COUNTY OF WALLA WALLA

Personally came before me this day Mrs. Ruby Mae Ray, to me well known to be one of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of April, 1956.

_____
Notary Public

My commission expires _____.

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

Personally came before me this day J. G. Riddle, Lewis Aldridge and Roy Watson, to me well known to be a part of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of _____,

_____
Notary Public

My commission expires _____, 195__.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 16th. day of April, 1956, by MRS. J. A. HIGGINS, a widow, MRS. PANSY RAY, a widow, DOVER R. FOUTS, Executor of the Estate of Charles F. Ayers, DECEASED, INC., a corporation, all of the County of Yancey and State of North Carolina, and MRS. RUBY MAE RAY, a widow, of the County of Walla Walla and State of Washington, hereinafter referred to as parties of the first part, to S. G. RIDDLE, LOUIS ALDRIDGE and ROY WATSON, all of the County of Mitchell and State of North Carolina, hereinafter referred to as parties of the second part;

WITNESSETH:

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 right and privilege of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, County of Yancey, State of North Carolina, on what is known as the G. D. Ray Boundary and being described as follows:

> BEGINNING at the opening known as the Bailey Mine and running thence North 300 feet; thence East 200 feet; thence South 600 feet; thence West 400 feet; thence North 600 feet; thence East 200 feet; thence South 300 feet to the BEGINNING. It being the intention to describe an area in the shape of a parallelogram with the Bailey Mine pit as the center and the East and West sides of said parallelogram 600 feet in length and the North and South sides of the parallelogram 400 feet in length.
>
> TOGETHER with the right to follow the vein or veins of mica if the same extends beyond the boundary hereinabove described.

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) years, 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, egress and regress, right to construct road ways, flume lines, power lines, town ponds; 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 sale price of all mica mined and removed from said property; 50¢ per ton 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, shall be paid.

4. TIME OF PAYMENT. Royalty 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 showing the amount of minerals sold and the price obtained therefor.

5. RIGHT OF INSPECTION. The parties of the first part, their successors, assigns or agents, shall have the right at all times to inspect the property herein leased and shall likewise have the right and privilege to examine any records pertaining to the production and sale of any minerals from said property.

6. METHODS OF MINING. The parties of the second part, their successors or assigns, shall carry on mining operations by approved methods and upon the surrender or termination of this Lease shall leave the mine or openings thereof in a workmanlike manner and such operations shall be conducted and said property and pits shall be known in mining parlance as "ground workings".

7. COMMENCEMENT OF MINING OPERATIONS. Mining operations shall begin on or before June 1st., 1944, and shall continue with reasonable regularity and if mining operations cease for a period of sixty (60) days, then this Lease shall be null and void, unless the cessation of mining operations is caused by weather conditions or other conditions equally beyond Acts of God.

8. BREACH OF TERMS. If the parties of the second part, their successors or assigns, fail 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 enter said property without any [illegible] However, upon such [illegible] the second part, their [illegible] to remove any [illegible]

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the way and manner hereinafter indicated by the affixing of hands and seals as of the day and year first above written.

_____(SEAL)
Mrs. J. A. Higgins

_____(SEAL)
Mrs. Pansy Ray

_____(SEAL)
Dover R. Fouts, Executor

_____(SEAL)
Mrs. Ruby Mae Ray

[illegible]-RAY, INC.

By _____
President

_____(SEAL)
J. O. Riddle

_____(SEAL)
Lewis Aldridge

_____(SEAL)
Roy Watson

STATE OF NORTH CAROLINA
COUNTY OF [illegible]

Personally came before me this day Mrs. J. A. Higgins, Mrs. Pansy Ray and Dover R. Fouts, Executor of the Estate of Charles F. Byrd, to me well known to be a part of the persons who signed the foregoing Lease and who acknowledged [illegible] to be their [illegible] by themselves for the purposes [illegible]

Witness my hand and notarial seal this the ___ day of _____,

_____
Notary Public

My commission expires the ___ day of _____, 195___.

STATE OF [illegible]
[illegible]

[illegible] Mrs. [illegible] who, being

That she is President of Nu-Wray, Inc., one of the [illegible] foregoing lease, and that Rush Wray is Secretary of said [illegible] knows the corporate seal of said Corporation and that she, the [illegible] Wray, signed said instrument as President of said Corporation [illegible] signed said instrument as Secretary in attestation thereof [illegible] Rush Wray, affixed the corporate seal to said instrument in [illegible] said President and that said instrument is the act [illegible] and the execution thereof was duly authorized by [illegible]

[illegible] hand and notarial seal this the ___ [illegible]

_____
Notary Public

My commission expires the ___ day of _____, ____

STATE OF WASHINGTON

COUNTY OF WALLA WALLA

Personally came before me this day Mrs. Ruby Mae Ray, to me well known to be one of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by herself for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of April [illegible]

_____
Notary Public

My commission expires _____.

STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

Personally came before me this day J. G. Riddle, Louis Aldridge and [illegible] Watson, to me well known to be a part of the persons who signed the foregoing lease and who acknowledged the due execution of said instrument by themselves for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of _____,

_____
Notary Public

My commission expires the ____ day of _____, 19__.

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

THIS LEASE made this the 16th. day of April, 1956, by MRS. J. A. HIGGINS, a widow, MRS. PANSY RAY, a widow, DOVER R. FOUTS, Executor of the Estate of Charles F. Byrd, NU-WRAY, INC., a corporation, all of the County of Yancey and State of North Carolina, and MRS. RUBY MAE RAY, a widow, of the County of Walla Walla and State of Washington, hereinafter referred to as parties of the first part, to J. G. RIDDLE, LOUIS ALDRIDGE and ROY WATSON, all of the County of Mitchell 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 right and privilege of mining and removing minerals from that tract or parcel of land situate in Burnsville Township, County of Yancey, State of North Carolina, on what is known as the G. D. Ray Boundary and being described as follows:

> BEGINNING at the opening known as the Bailey Mine and running thence North 300 feet; thence East 200 feet; thence South 300 feet; thence West 400 feet; thence North 600 feet; thence East 200 feet; thence South 300 feet to the BEGINNING. It being the intention to describe an area in the shape of a parallelogram with the Bailey Mine pit as the center and the East and West sides of said parallelogram 600 feet in length and the North and South sides of the parallelogram 400 feet in length.
>
> TOGETHER with the right to follow the vein or veins of mica if the same extends beyond the boundary hereinabove described.

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) years, 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, egress and regress, 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 sale price of all mica mined and removed from said property; 50¢ per ton 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, shall be paid.

4. TIME OF PAYMENT. Royalty 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 showing the amount of minerals sold and the price obtained therefor.

5. RIGHT OF INSPECTION. The parties of the first part, their successors, assigns or agents, shall have the right at all times to inspect the property herein leased and shall likewise have the right and privilege to examine any records pertaining to the production and sale of any minerals from said property.

6. METHODS OF MINING. The parties of the second part, their successors or assigns, shall carry on mining operations by approved methods and upon the surrender or abandonment of this Lease shall leave the mine or openings thereof in a reasonably clean and safe condition and no operations shall be conducted on said property which are commonly known in mining parlance as "ground hogging."

7. CESSATION OF MINING OPERATIONS. Mining operations shall begin on or before June 1st, 1956, and shall continue with reasonable regularity and if mining operations cease for a period of sixty (60) days, then this Lease shall be null and void, unless the cessation of mining operations is caused by weather conditions or other conditions usually termed Acts of God.

8. BREACH OF LEASE. If the parties of the second part, their successors or assigns, fail 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 forty-five (45) days within which to remove any machinery from said property.

IN TESTIMONY WHEREOF, this Lease has been executed in duplicate in the way and manner hereinafter indicated by the affixing of hands and seals as of the day and year first above written.

_____ (SEAL)
Mrs. J. A. Higgins

_____ (SEAL)
Mrs. Pansy Ray

_____ (SEAL)
Dover R. Fouts, Executor

_____ (SEAL)
Mrs. Ruby Mae Ray

NU-WRAY, INC.

By _____
President

_____
Secretary

_____ (SEAL)
J. G. Riddle

_____ (SEAL)
Louis Aldridge

_____ (SEAL)
Roy Watson

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

Personally came before me this day Mrs. J. A. Higgins, Mrs. Pansy Ray and Dover R. Fouts, Executor of the Estate of Charles F. Byrd, to me well known to be the persons who signed the foregoing Lease and who acknowledged the execution of said instrument by themselves for the purposes [illegible]

[illegible] this the ____ day of _____,

_____
Notary Public

_____, 19__.

[illegible] being

[illegible] President [illegible], one of the Grantors in the foregoing Lease, and that [illegible] Wray is Secretary of said Corporation; that she knows the corporate seal of said Corporation, and that she, the said Julia Wray, signed said instrument for and on behalf of said Corporation and Rush Wray signed said instrument as witness to the execution thereof and he, the said Rush Wray, [illegible] in the presence of said President, [illegible] and deed of said Corporation [illegible] by the Board of Directors [illegible].

[illegible] day of _____,

_____
Notary Public

[illegible] _____, 195____.

STATE OF [illegible]

COUNTY OF [illegible]

Personally [illegible] this day [illegible] Ray, to me well known to be one of the parties who signed the foregoing Lease and who acknowledged [illegible] for the purposes therein expressed.

Witness my hand and notarial seal this the ____ day of April, 195[illegible].

_____
Notary Public

[illegible] _____.

STATE OF NORTH CAROLINA

[illegible] J. G. Riddle, Louis Aldridge and Roy [illegible], to me well known to be a party of the persons who signed the foregoing Lease and who acknowledged the due execution of said instrument by them [illegible].

Witness my hand and notarial seal this the ____ day of _____,

_____
Notary Public

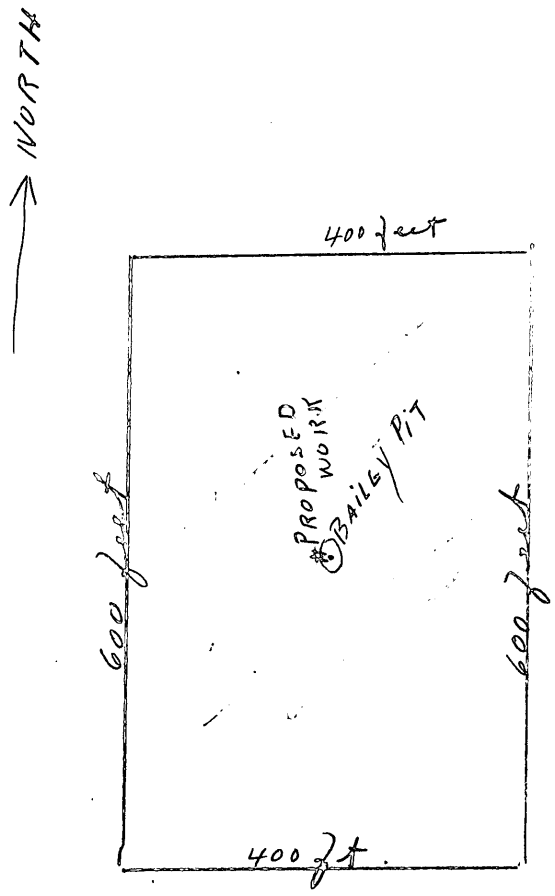
[illegible] the ____ day of _____, 1[illegible]

Mr. Jay L. Chambers, Chief
Contract Administration and Audit Division
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D.C.

VIA AIR MAIL

BAILEY MINE
YANCEY COUNTY
NORTH CAROLINA

SKETCH



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MAY 24 1956