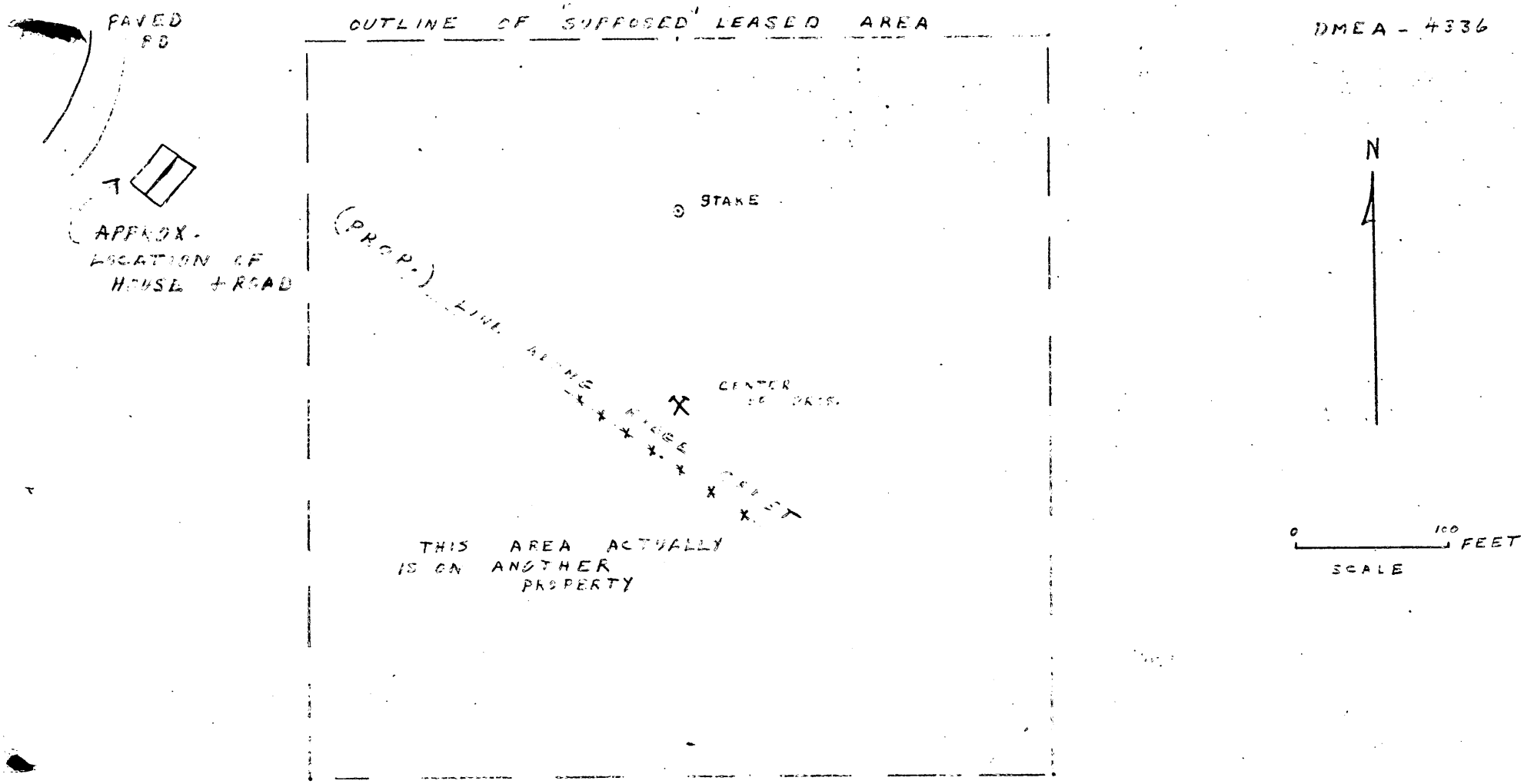
AVERY PROSPECT

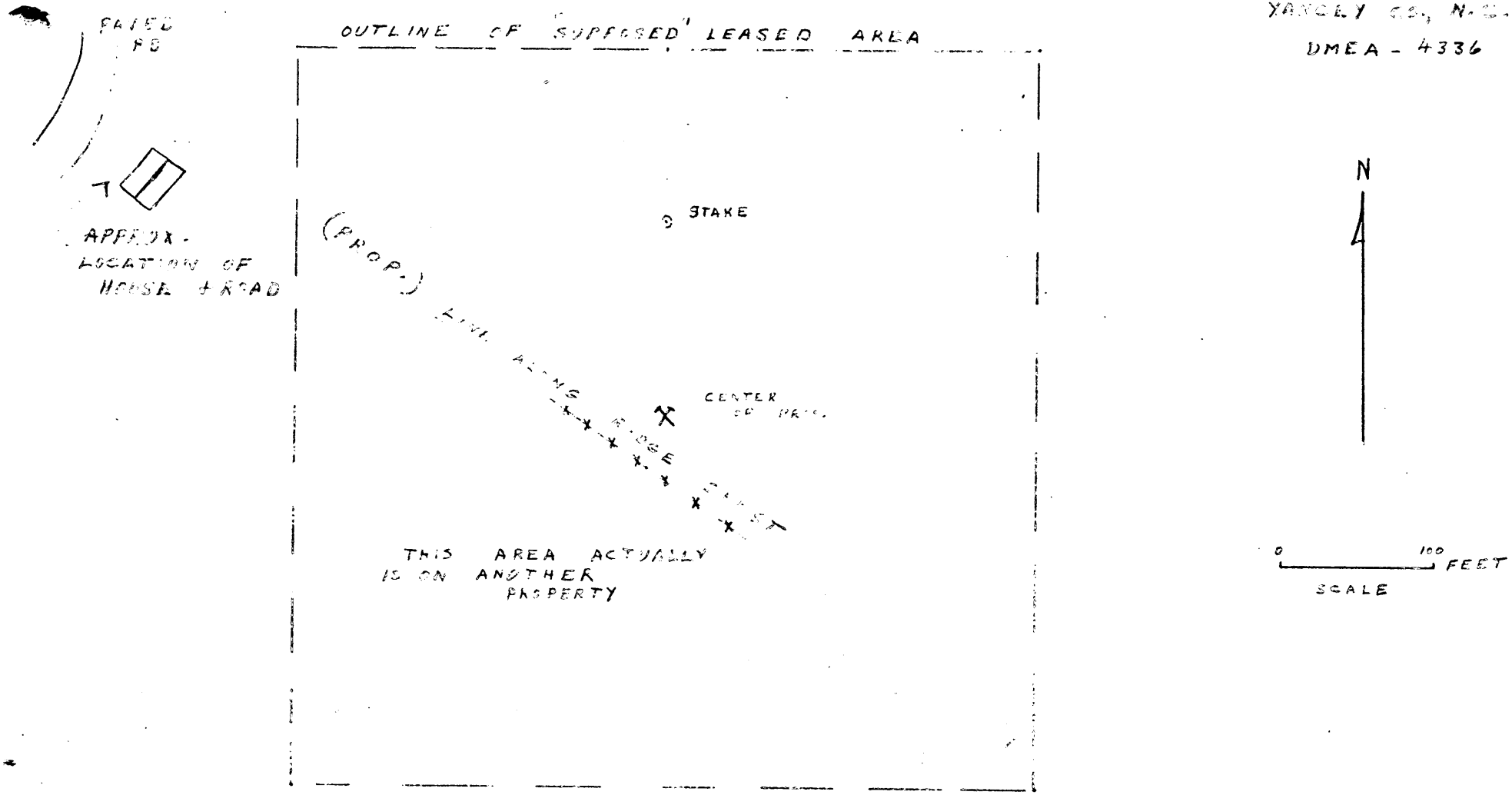
DMEA - 4336



NOTE: The applicant has been requested to obtain a lease on the area to the south of the prospect. The 500-ft square described in the present lease extends over the actual property line onto another property. It was also requested that the mine be tied in with an actual permanent corner.

RECEIVED
JUL 23 1956

AVERY PROSPECT
YANCEY CO., N.C.
DMEA - 4336



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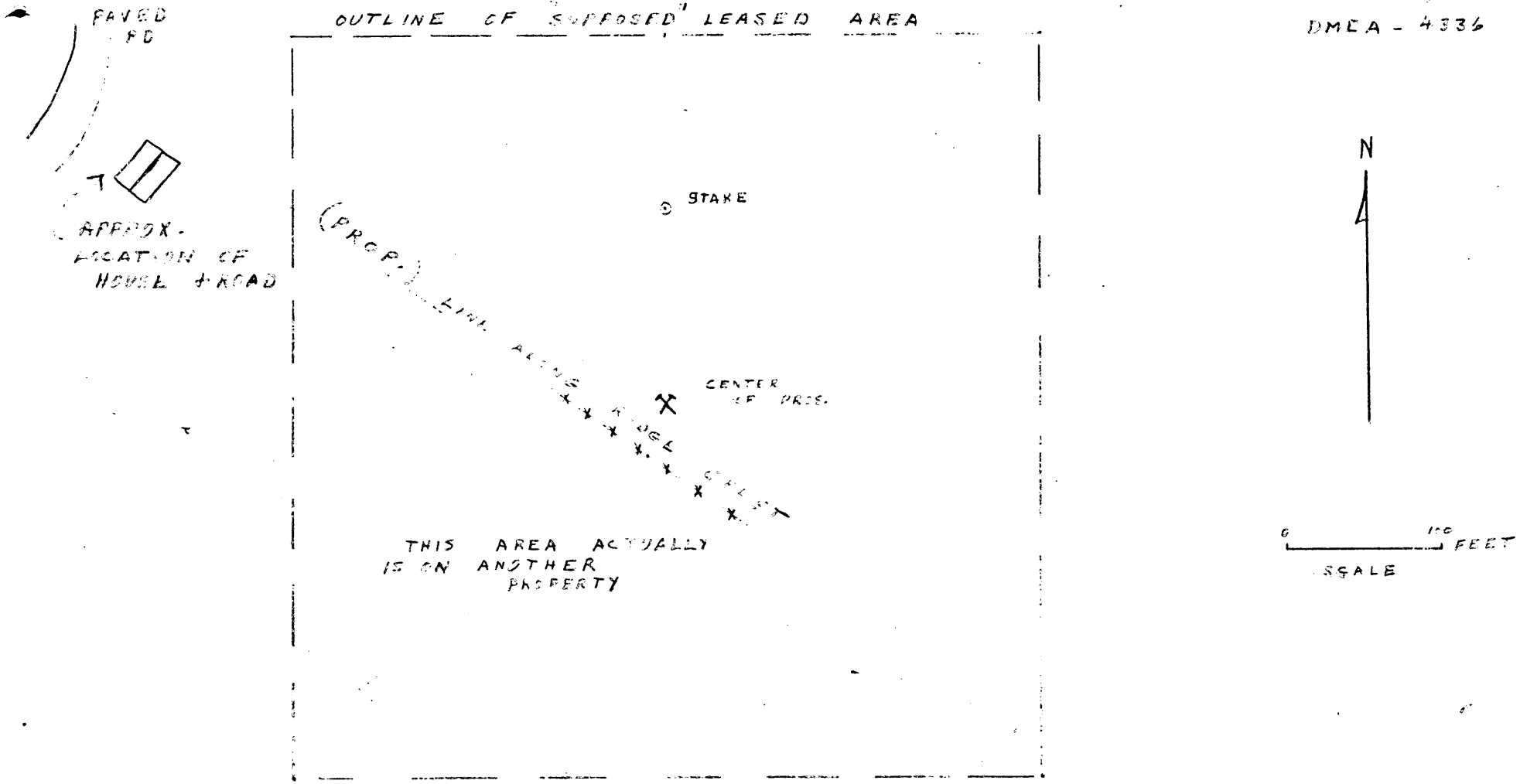
YAKOBEY Co., N.C.
DMEA - 4336



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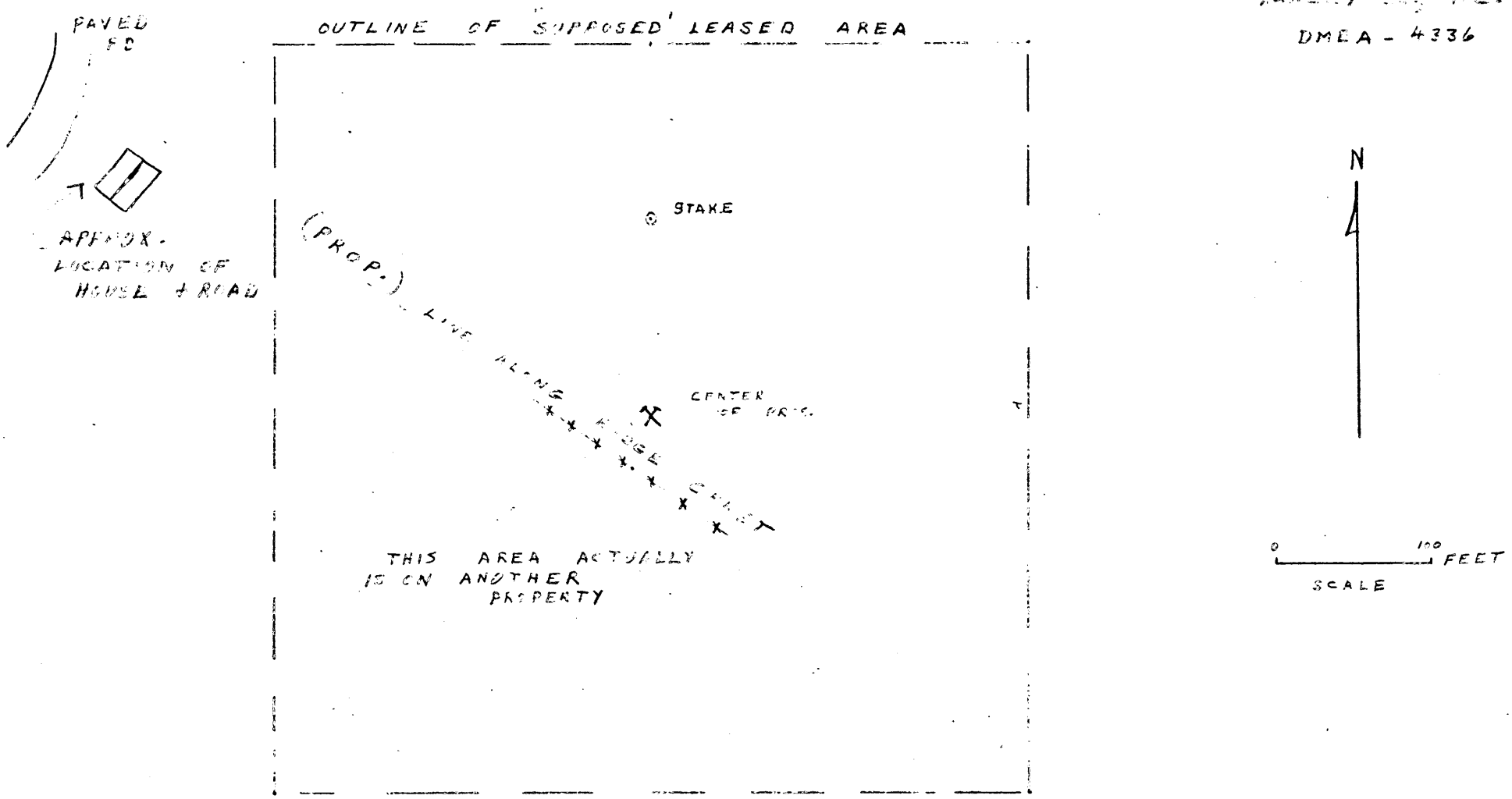

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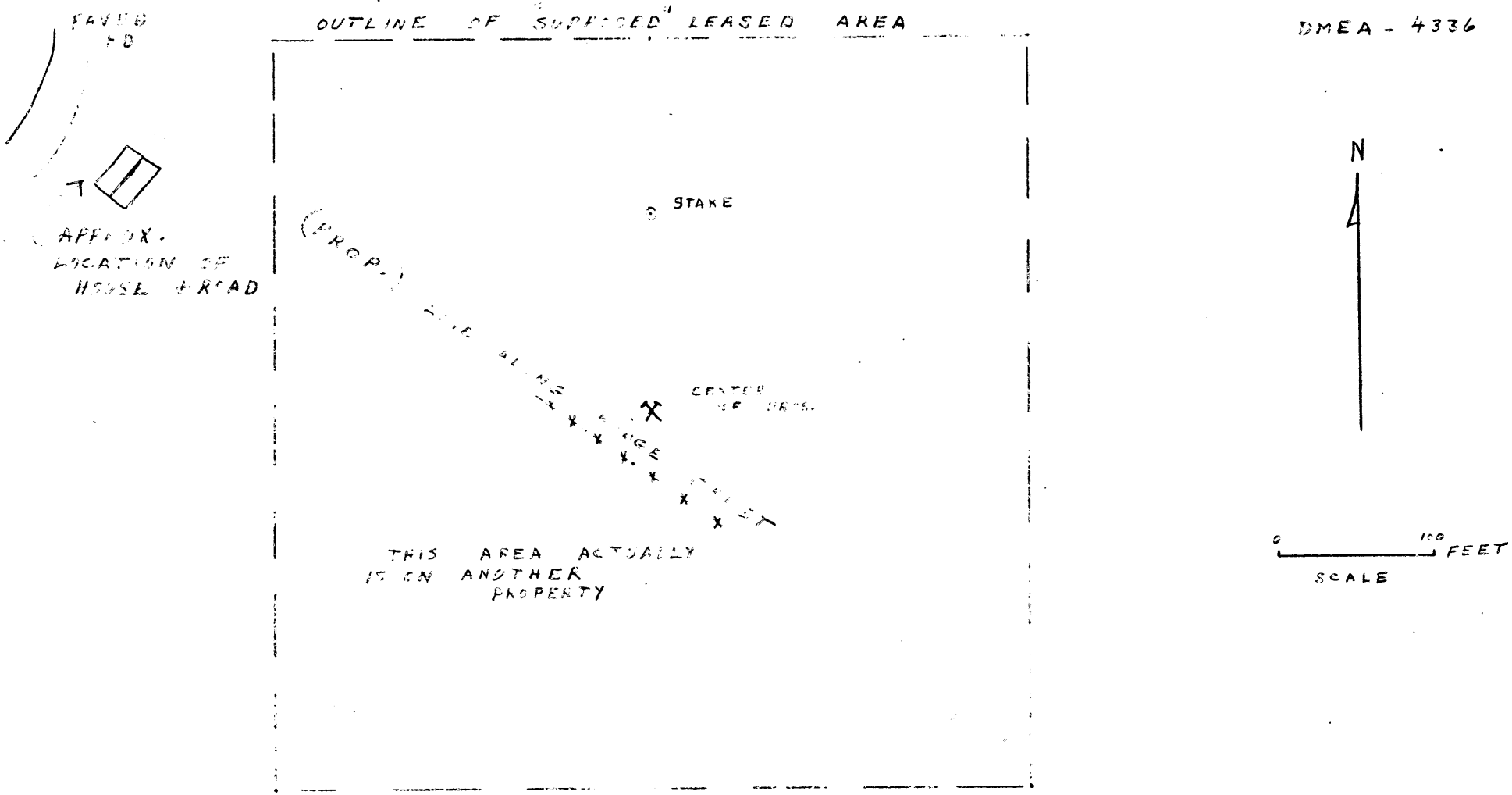
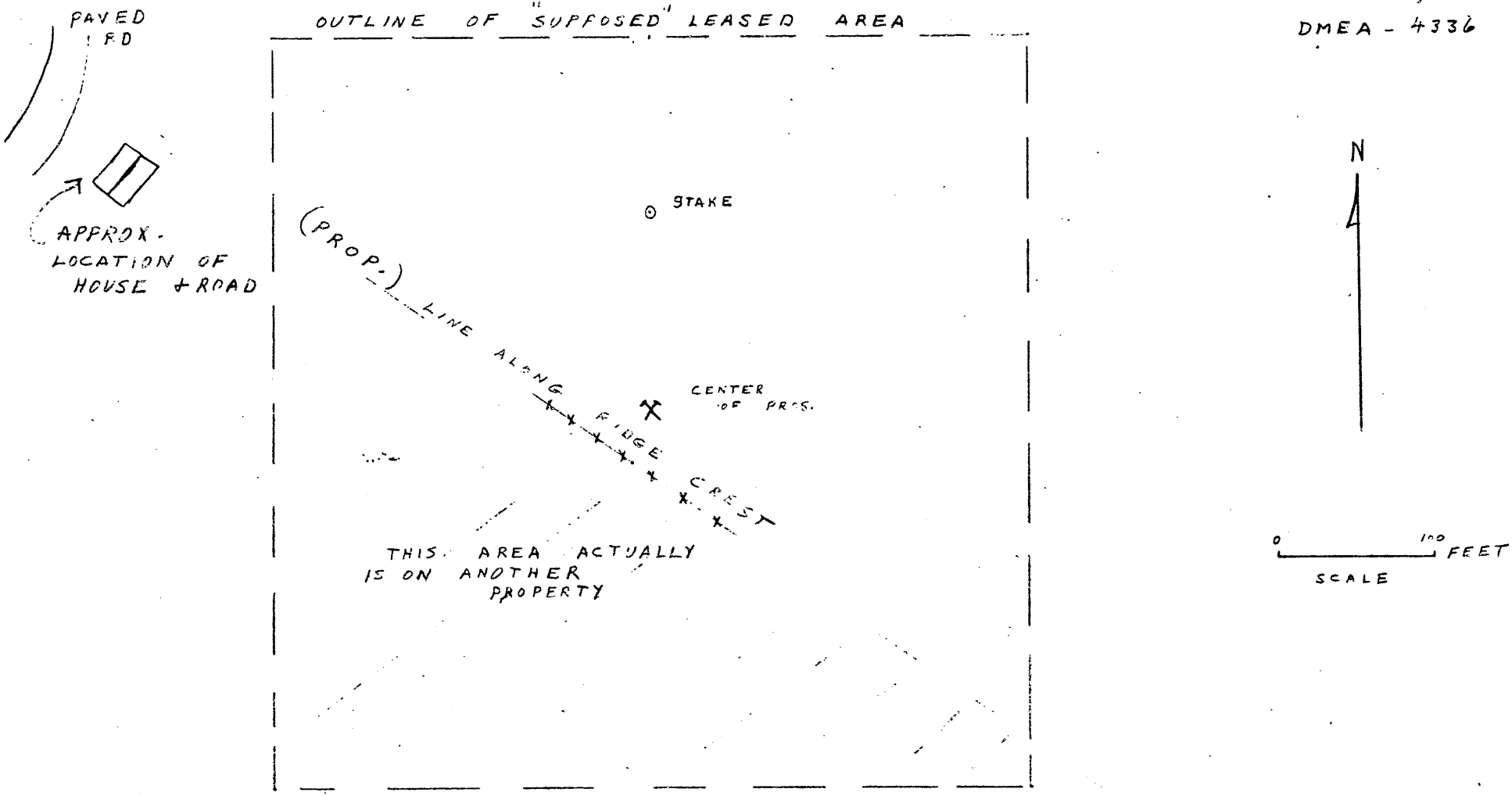
YANCEY CO. N.C.
DMEA - 4336



NOTE: The applicant has been requested to obtain a lease on the area to the south of the prospect. The 50-ft square described in the present lease extends over the actual property line onto another property. It was also requested that the mine be tied in with an actual permanent corner.

AVERY PROSPECT
YANCEY CO., N.C.
DMEA - 4336



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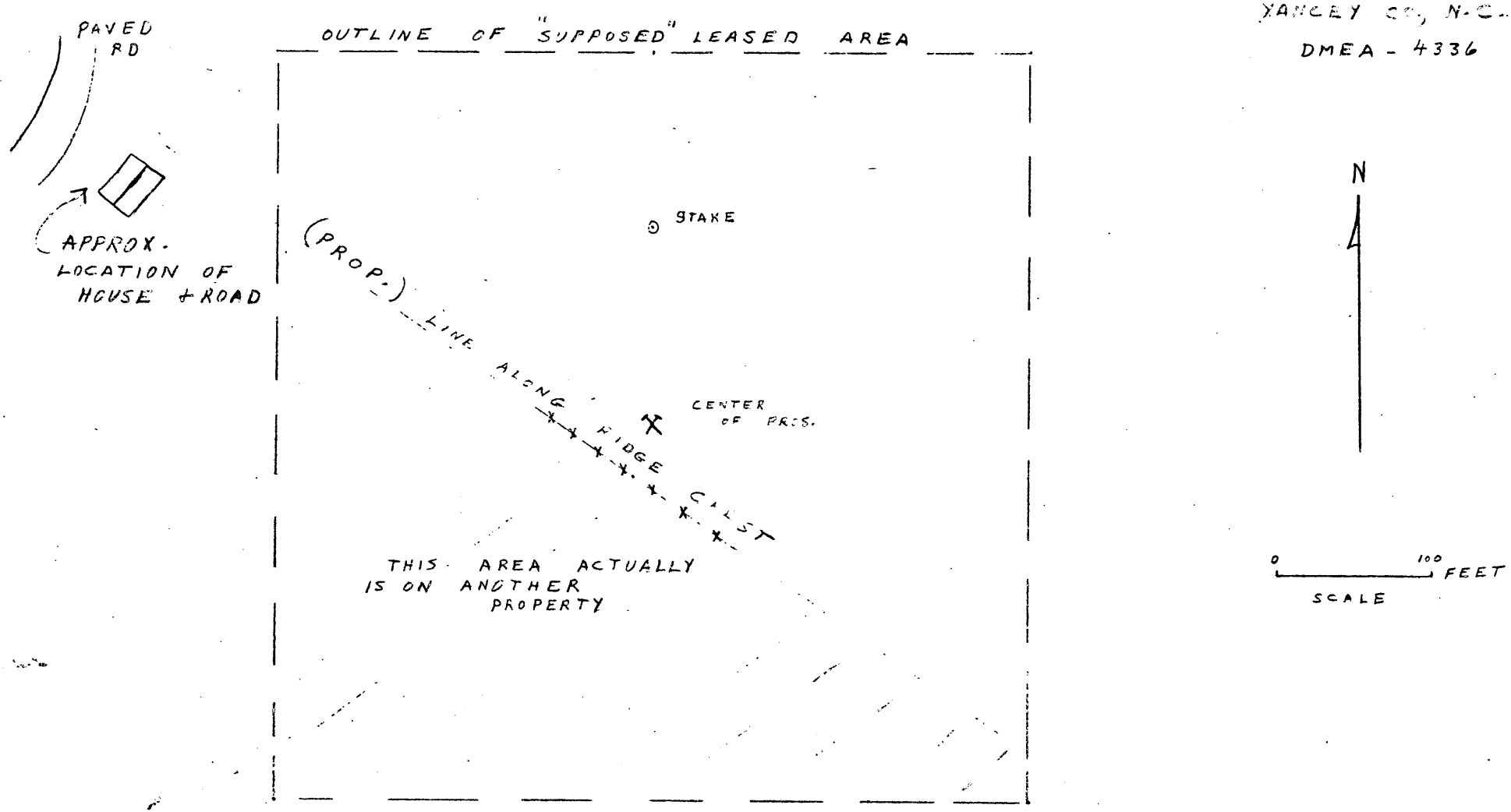
DMEA - 4336



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JUL 23 1956

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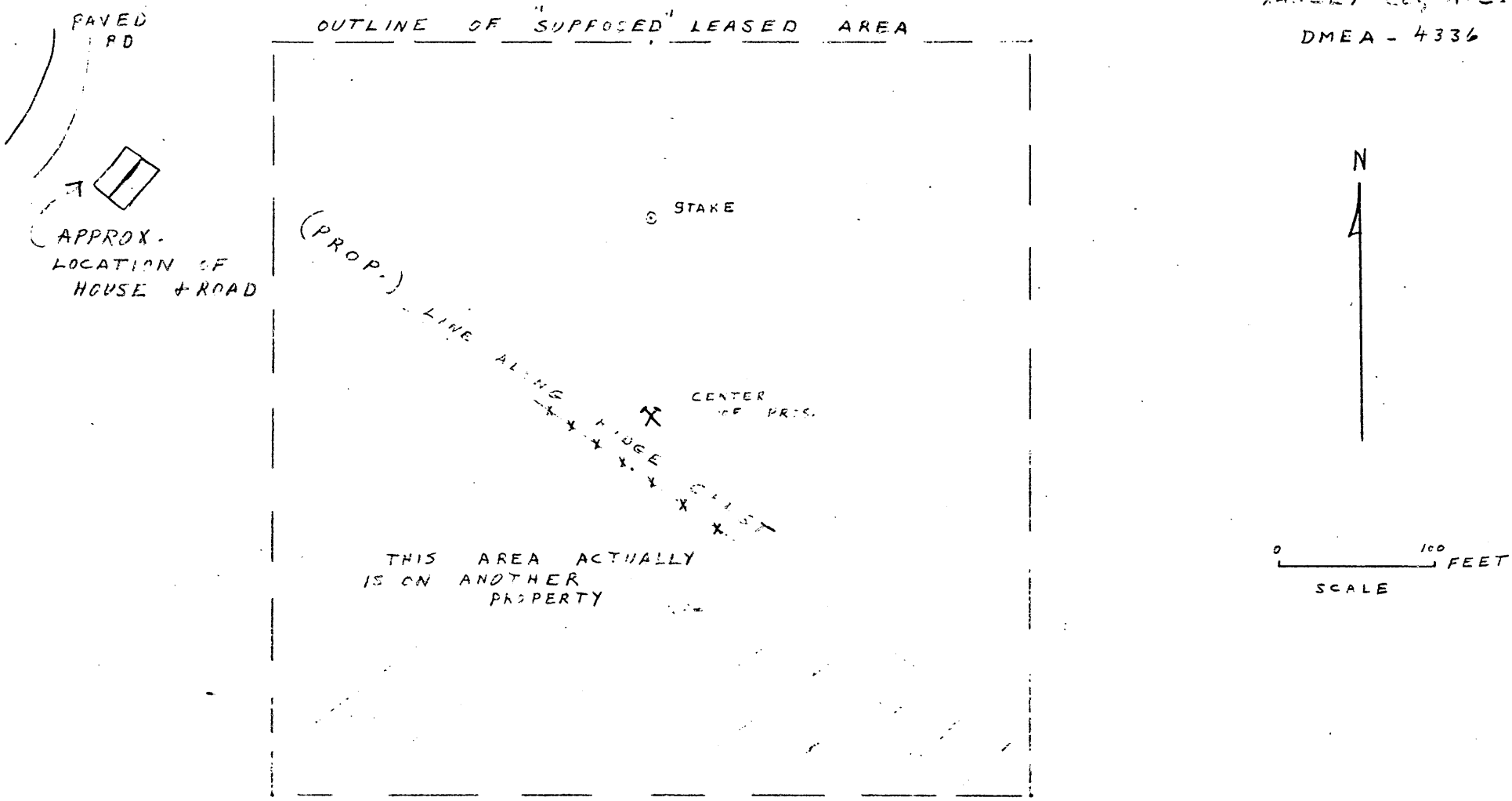
YANCEY CO., N.C.
DMEA - 4336



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YANCEY CO., N.C.
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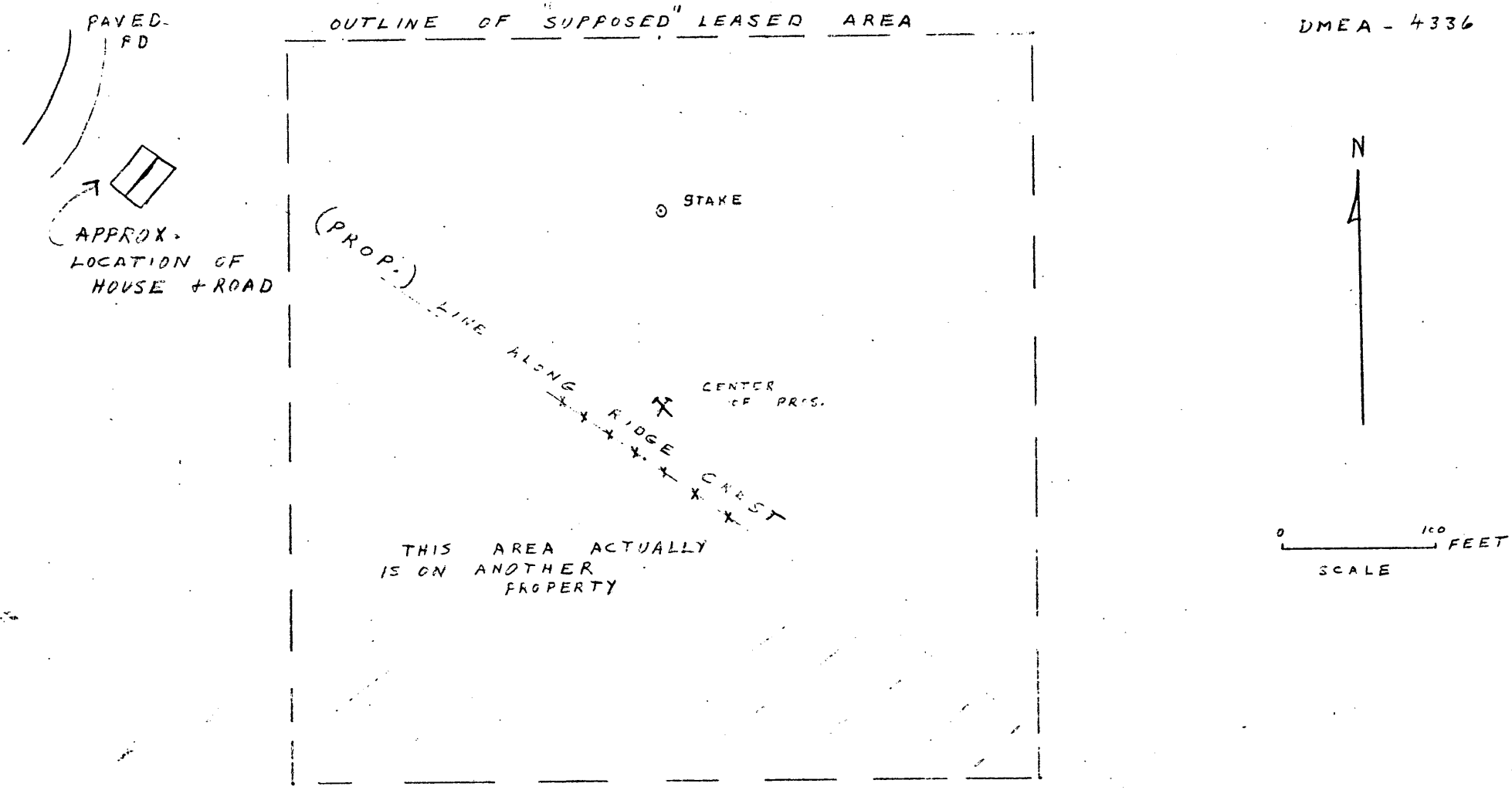

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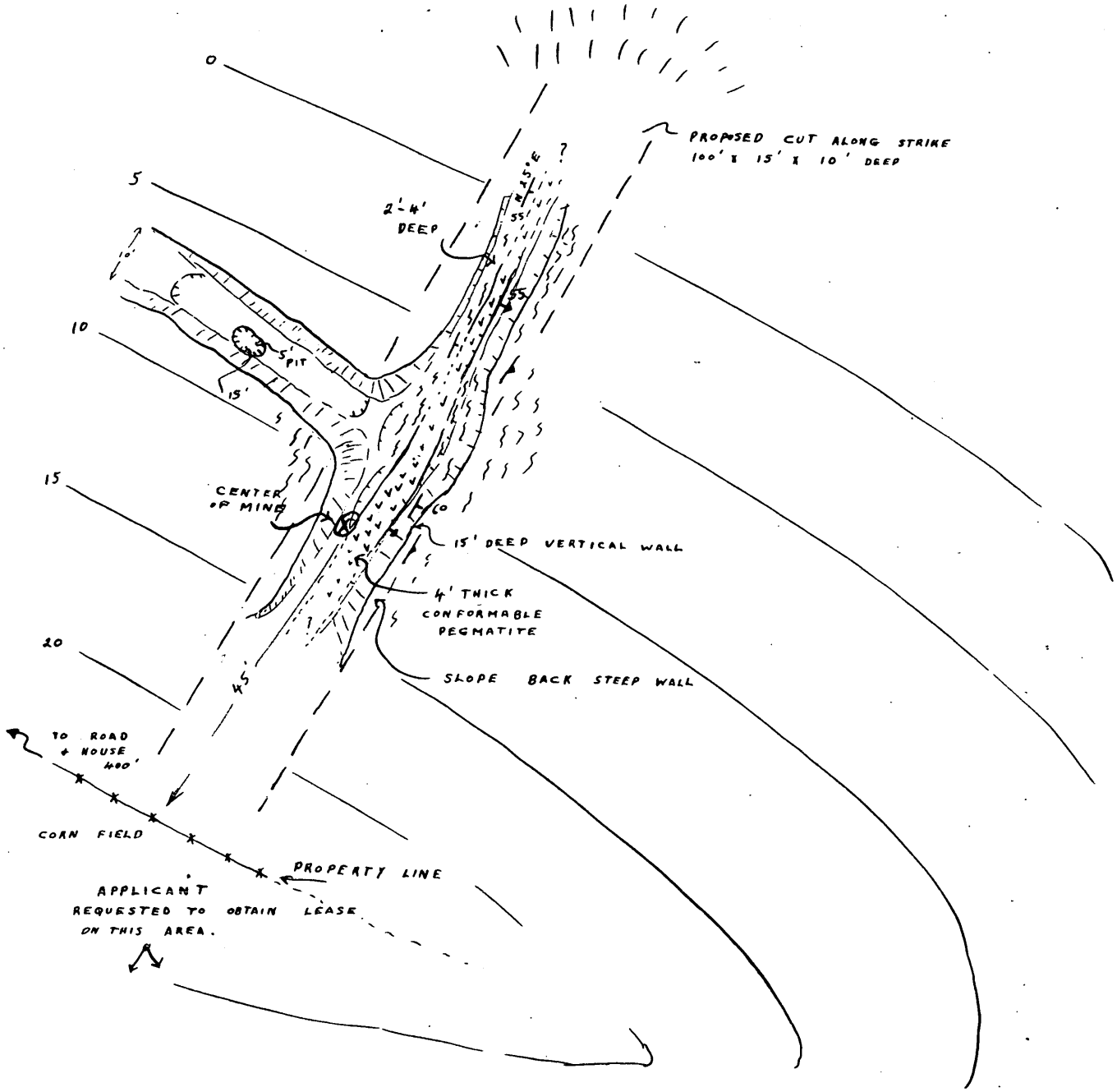
DMEA - 4336



N

0 10 FEET

SCALE

PEGMATITE
BIOTITE - HORNBLENDE GNEISS
STRIKE & DIP OF PEGMATITE
STRIKE & DIP OF FOLIATION
EXISTING CUT
PROPOSED CUT

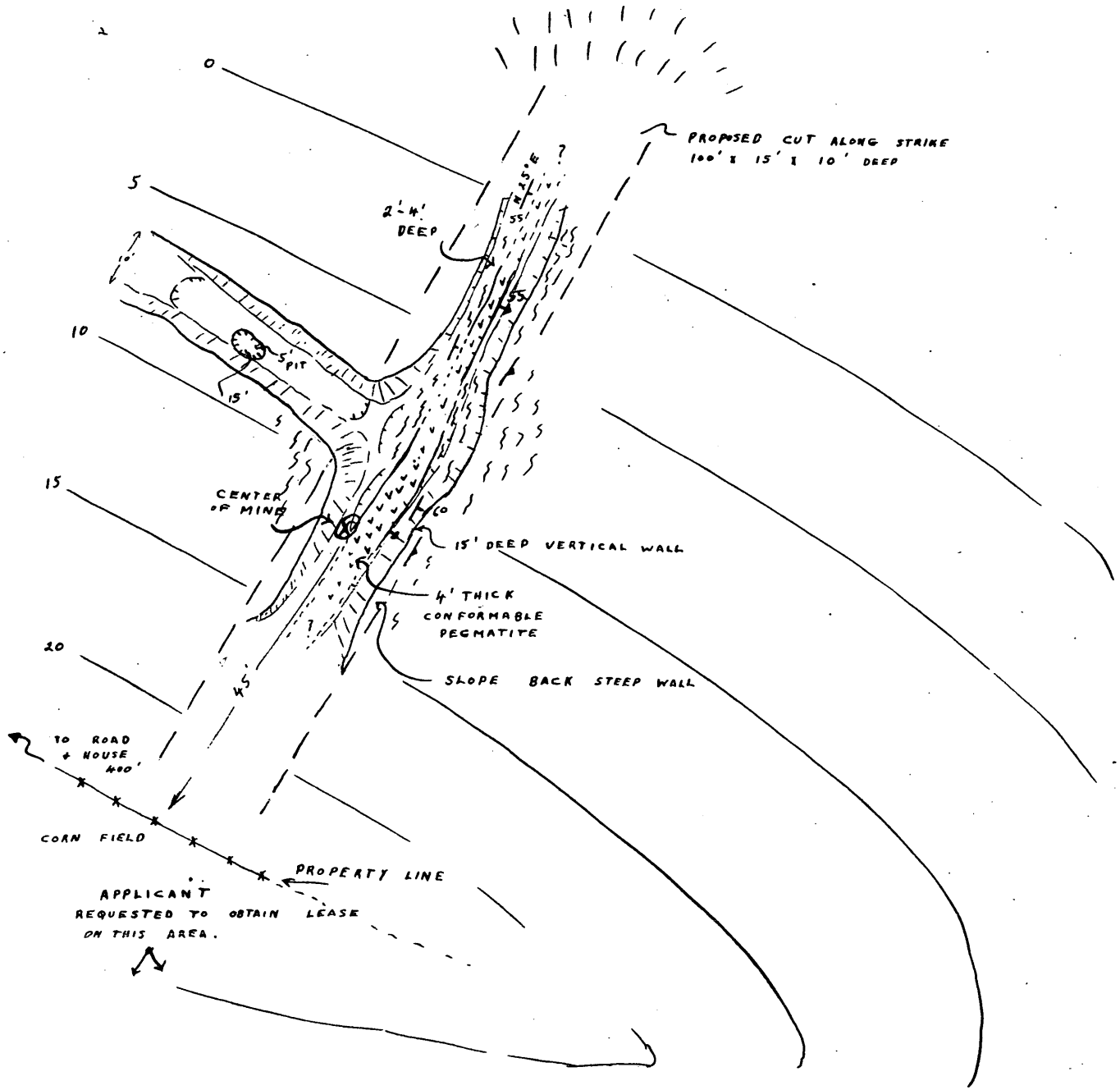
TAYLOR, A.R.
7-16-56

RECEIVED
JUL 23 1956

AVERY PROSPECT

YANCEY CO., N.C.

DMEA - 4336



PEGMATITE
BIOTITE - HORNBLENDE GNEISS
STRIKE & DIP OF PEGMATITE
STRIKE & DIP OF FOLIATION
EXISTING CUT
PROPOSED CUT

TAYLOR, A.R.
7-16-56

AVERY PROSPECT

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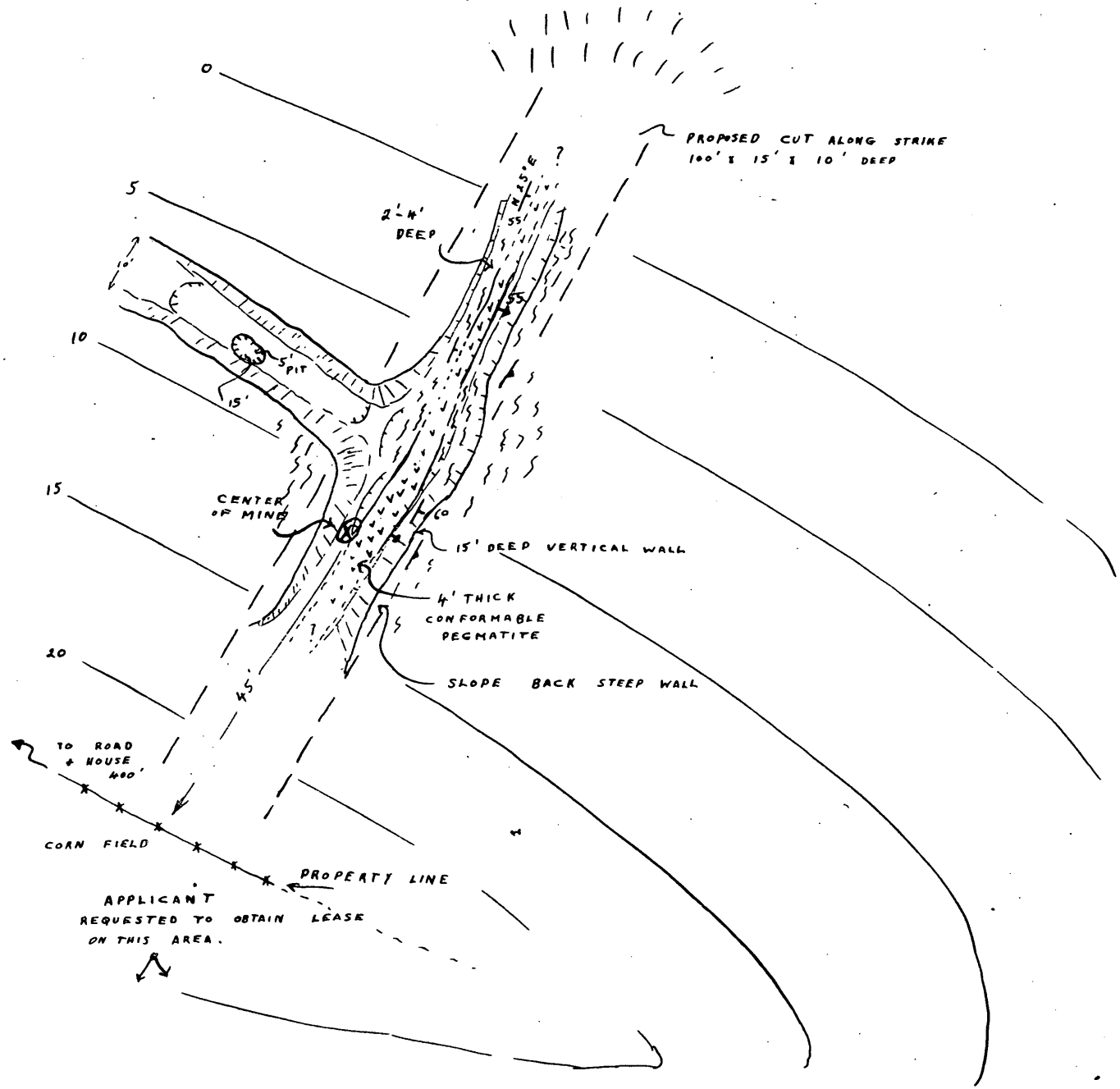

0 20 FEET

SCALE

PEGMATITE

BIOTITE - HORNBLENDE GNEISS

STRIKE + DIP OF PEGMATITE

STRIKE + DIP OF FOLIATION

EXISTING CUT

PROPOSED CUT

TAYLOR, A.R.
7-16-56

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JUL 23 1956

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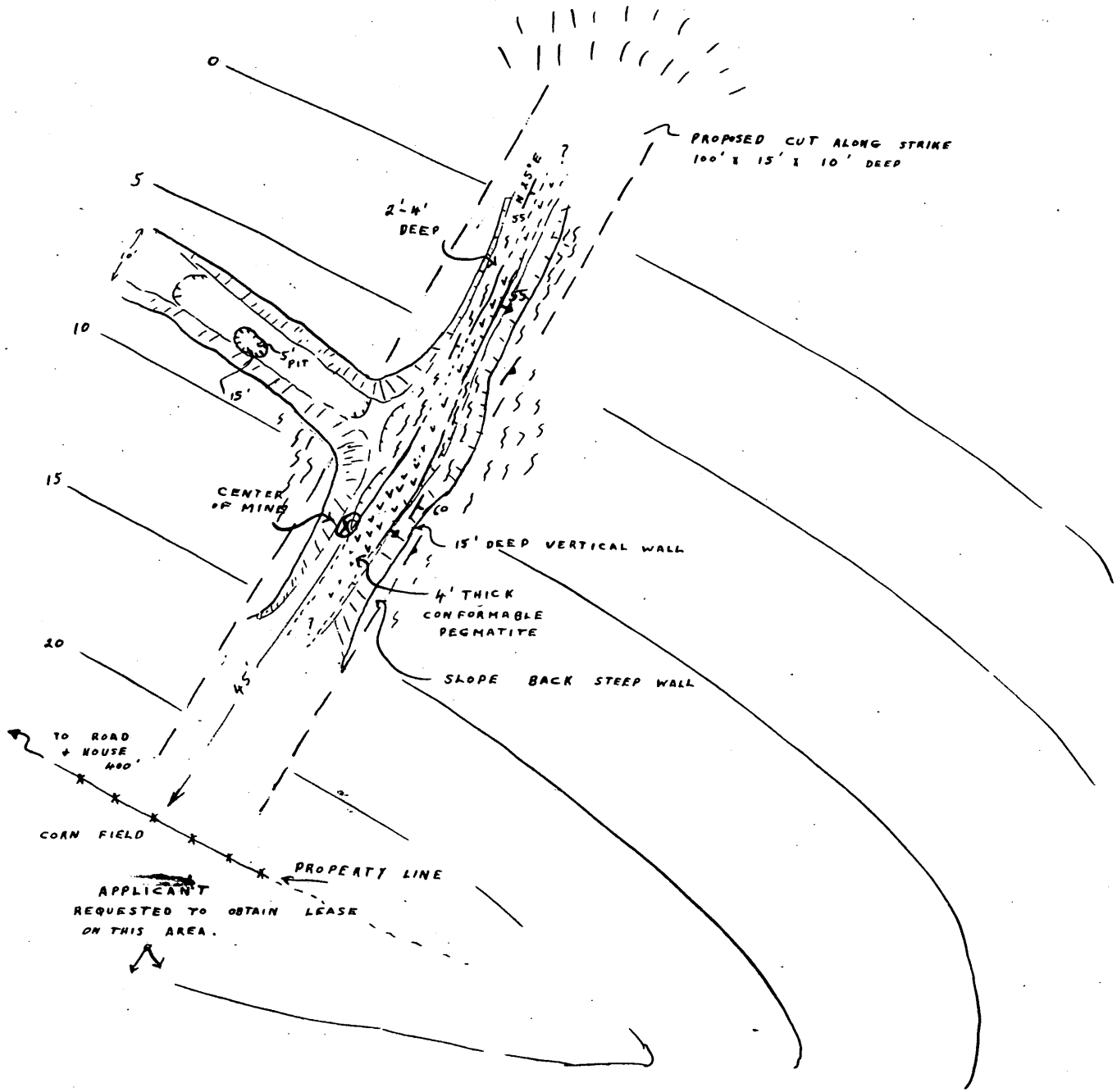

0 10 FEET

SCALE

PEGMATITE

BIOTITE - HORNBLENDE GNEISS

STRIKE + DIP OF PEGMATITE

STRIKE + DIP OF FOLIATION

EXISTING CUT

PROPOSED CUT

TAYLOR, A.R.

7-16-56

JUL 23 1996
DISCARDED

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

RECEIVED
JUN 18 1956

To the United States of America:

Referring to that certain land in the County of Yancey, State of North Carolina, described as follows:1/ Beginning on a stake at the center of the Avery Prospect which is located 132' South of another stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located approximately two miles East of Double Island Church in Yancey 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.

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 13th day of June, 1956.

x Joseph Thomas [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (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.

_____ [Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
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[Corporate Seal]

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Revised March 24, 1955

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Docket No. DMEA-_____
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Dated this 19th day of June, 1956.

+ Joseph Thomas [Seal]

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[Corporate Seal]

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[Corporate 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 Yancey, State of North Carolina, described as follows:1/ Beginning on a stake at the center of the Avery Prospect which is located 132' South of another stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located approximately two miles East of Double Island Church in Yancey 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.

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 13th day of June, 1956.

+ Joseph Thomas [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (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.

_____

[Corporate Seal]

cw

DOCKET COPY
Surname:

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

600

AUG - 9 1956

Messrs. Avery Grindstaff and John Phillips
c/o Mr. John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4336-mica
Avery Grindstaff and John Phillips
Avery Prospect
Yancey County, North Carolina

Gentlemen:

This is to acknowledge receipt of your letter dated July 31, 1956, in which you instruct us to withdraw the subject application.

The application has been withdrawn from our active file and the matter is now considered closed.

We wish to thank you for your interest in the Defense Minerals Program.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

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

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

DOCKET COPY
Surname:

August 8, 1956

Memorandum

To: Mr. R. E. Adams, Chief
Operations Control and Statistics Division

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: Withdrawal of application - Docket No. DMEA-4336-mica
Avery Grindstaff and John Phillips
Avery Prospect
Yancey County, North Carolina

Because the applicants are unable to secure an adequate area for an exploration project, the subject application has been withdrawn and placed in our inactive file.

James Hopkins
Nonmetallic Minerals Division

JHopkins:ms 8/8/56
Copy to: Docket
Mr. Houk
Admr. R. File

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

August 8, 1956

Memorandum

To: Mr. R. E. Adams, Chief
Operations Control and Statistics Division

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: Withdrawal of application - Docket No. DMEA-4336-mica
Avery Grindstaff and John Phillips
Avery Prospect
Yancey County, North Carolina

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James Hopkins
Nonmetallic Minerals Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1080 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 3, 1956

RECEIVED
AUG - 6 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4336 (mica) John Phillips, Spruce Pine, N. C.
Avery Prospect, Mitchell County, N. C.
Request for withdrawal

Enclosed are four copies of a letter from the Applicant, requesting withdrawal of the subject application. Approval of the request is recommended.

Robert A. Laurence
Executive Officer, DMEA
Region V

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

RECEIVED
AUG - 6 1956

Spruce Pine, North Carolina
July 31, 1956

Mr. Robert A. Laurence, Executive Officer
D. M. E. A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4336 (Mica)
Avery Prospect, Mitchell Co.

Dear Mr. Laurence:

We wish to withdraw our application for assistance on the above project since we are unable to obtain a lease on additional land required to operate the prospect.

Very truly yours,

John Phillips

John Phillips

P/b

RECEIVED
AUG 3 - 1956
U. S. Survey
Geologic Division
Knoxville, Tenn.

RECEIVED
AUG - 6 1956

Spruce Pine, North Carolina
July 31, 1956

Mr. Robert A. Laurence, Executive Officer
D. M. E. A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4336 (Mica)
Avery Prospect, Mitchell Co.

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Very truly yours,

John Phillips

John Phillips

P/b

RECEIVED
AUG 3 - 1956
Knoxville, Tenn.

RECEIVED
AUG - 6 1956

Spruce Pine, North Carolina
July 31, 1956

Mr. Robert A. Laurence, Executive Officer
D. M. E. A., Region V
Room 13, Post Office Building
Knoxville, Tennessee

Re: DMEA-4336 (Mica)
Avery Prospect, Mitchell Co.

Dear Mr. Laurence:

We wish to withdraw our application for assistance on the above project since we are unable to obtain a lease on additional land required to operate the prospect.

Very truly yours,

John Phillips

John Phillips

P/b

RECEIVED
AUG 8 - 1956

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

RECEIVED
AUG - 1 1956

July 30, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: DMEA-4336 (mica) Avery Grindstaff and John Phillips, Avery Prospect - Yancey County, N. C.

Reference is made to the Field Examination Report of July 20, and especially the section entitled "Leased Area."

We have been notified by the Applicants that they are unable to obtain a lease on the adjoining property to the southwest. Therefore, we do not recommend approval of a contract.

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

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 4336
Avery Grindstaff and John Phillips
Avery Prospect,
Yancy Co., N. C.
Appl. Est. $6,500
Rec'd. Est. 4,585
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 applicants requested assistance in exploring a pegmatite which shows vein materials.

The examiners found the pegmatite to be conformable, 2 to 4 feet wide and estimate the muscovite content at 25% in which excellent, flat, clear, ruby muscovite is abundant.

The examiners and the Field Team recommend a 2-stage work program consisting of bulldozing, shaft sinking and drifting at an estimate cost of $4,585.00.

I concur with that 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-4336 (mica)

Applicant: Avery Grindstaff, Route 3, Bakersville, N. C. and
John Phillips, Spruce Pine, N. C.

Name and Location of Property: Avery Prospect, Yancey County, N. C.

Date of Field Team Report: 7/20/56

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

Field Team Recommendation: Approval of 2-stage, unit-cost exploration project estimated to cost $4,585.00.

Comments:

1. The field examiners report that abundant flat, ruby muscovite mica occurs in a conformable 2-4 foot thick pegmatite.

2. They state that a lease should be obtained on additional acreage south of the present lease because the pegmatite strikes across the southern property line.

3. Proposed exploration outlined by the field team is consistent with good engineering practices and estimated costs are in line with other DMEA projects.

Recommendation:

When the applicants have obtained a lease on sufficient additional acreage south of the present lease, approval of the 2-stage exploration project outlined by the field team is recommended.

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 23 1956

July 20, 1956

Memorandum

To: Operating Committee - DMEA - Washington

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

Subject: Field Examination Report - DMEA-4336, Grindstaff & Phillips, Avery Prospect (mica) Yancey County, N.C.

Transmitted are 4 copies of the subject report, with nine extra copies of two maps attached.

The Field Team concurs with the recommendations for exploration of this project as set forth in the report.

V. J. Lynch

V. J. Lynch, Acting
Executive Officer, DMEA
Region V

S. C. Bergman

S. C. Bergman, Geologist
U. S. Geological Survey

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

RECEIVED
JUL 23 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

On

DMEA-4336 (mica) AVERY PROSPECT
Yancey County, North Carolina

By

A. R. Taylor, Geologist
U. S. Geological Survey

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

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

July 20, 1956

EXAMINATION REPORT

On

RECEIVED
JUL 23 1956

DMEA-4336, AVERY PROSPECT (mica)
Yancey County, North Carolina

Applicant: Avery Grindstaff, R#3, Bakersville, N. C., and John Phillips, Spruce Pine, North Carolina

Summary

Excellent flat, ruby muscovite is abundant in a conformable, 2 to 4 foot thick pegmatite. The muscovite exists as psuedo-hexagonal crystals, 1 inch thick and 3 inches wide. It is recommended that the application be approved, and a two-stage, unit-cost program of exploration be undertaken.

Introduction

Examination: The Avery Prospect was examined on July 12, 1956, in the company of Mr. Avery Grindstaff, Mr. Guy Hoilman, and Mr. S. L. Phillips. Two hours were spent in the examination.

Location and Works: The Prospect, consisting of a large, 15-foot deep, 60 feet long cut with a branch extending northwest for 40 feet from the center, is 4.17 airline miles N 11 1/2° E from Micaville (Micaville, N.C. Quad. TVA.-209-NW, 1/24,000). It is approximately 1.3 airline miles west from the Sinkhole Mica Mine. No facilities exist on the property.

Leased Area- The outcrop of pegmatite in the cut bottom is 45 feet northeast of a barbed wire fence property line. The 500-foot square described in the lease overlaps by about 200 feet to the south on another property that is not under the lease. The deposit is too close to the line and strikes across the line (evidence also in float of pegmatite and muscovite in corn field).

The applicant has been asked to secure a lease of sufficient acreage to the south.

The Field Examiners recommend that drifting from a shaft be done under the ridge to the south, if a new and additional lease is obtained.

Competency of Applicants: Mr. Avery Grindstaff is a competent miner, and is now employed at the R. B. Phillips Mine. Mr. John Phillips, a competent miner, has participated in numerous DMEA mica contract and has been found to be cooperative and very reliable.

Geology

Pegmatite and Country Rock: A conformable, 2 to 4 feet thick mica-bearing pegmatite strikes N 25° E and dips 55° SE over an exposed area of 30 feet. It consists of plagioclase, quartz (disseminated), and muscovite.

Country rock consists of weathered biotite-hornblende gneiss that strikes and dips essentially the same as the pegmatite.

Muscovite: Excellent, flat, clear, ruby muscovite is abundant in the pegmatite and muck as pseudo-hexagonal crystals up to 3 inches wide. An estimated 25% of the pegmatite is muscovite.

Proposed Exploration

It is recommended that a two-stage, unit-cost program be undertaken. Stage I should consist of a trench 100 ft long, 15 feet wide and 10 feet deep along strike to clear a suitable shaft site, slope back the present steep wall of the cut, and better expose the pegmatite.

Stage II is recommended to be a 50-foot inclined or vertical ~~shaft~~ 5' x 7' - two-compartment shaft (timbered), and 60 feet of 5' x 7' drift.

RECEIVED
JUL 23 1956

Estimated Cost

Stage I

Bulldoze for prepration of shaft site, removal of vertical wall, and to better expose pegmatite -

100' x 15' x 10' deep = 555 cu.yds.
555 cu.yds @ $0.40/ cu. yd. $ 222.00

Stage II

Sink 50 ft of 5' x 7', two-compartment cribbed shaft (30 shifts).

Labor:

1 - Miner @ $1.50/hr.	$360.00
1 - Hoistman @ $1.25/hr.	300.00
1 - Laborer @ $1.00/hr.	240.00

Equipment (rental)

Air Compressor @ $200/Mo.	300.00
Drill, rock @ $40/Mo.	60.00
Hoist - @ $50/Mo.	75.00
Pump @ $40/Mo.	60.00

Supplies:

Explosives	165.00
Drill steel	100.00
Gasoline and oil	100.00
Timber, 1000 b.f. @ $65/M	195.00
Small tools and pipe	100.00
Miscellaneous	75.00
Social Security	18.00
Liability Insurance	90.00
Sales Tax	20.00

Drive 60 feet of 5' x 7' drift (30 shifts)

Labor:

1 - Miner @ $1.50/hr.	360.00
1 - Hoistman @ $1.25/hr	300.00
1 - Laborer @ $1.00/hr.	240.00

Estimated Cost contd, DMFA-4336

Equipment (rental)

Air Compressor @ $200/Mo.	$300.00
Drill,(rock) and jackleg @ $60/Mo.	90.00
Hoist @ $50/Mo.	75.00
Pump @ $40/Mo.	60.00

Supplies:

Explosives	200.00
Drill steel	100.00
Gasoline and oil	100.00
Timber, 1500 b.f. @ $65/M	98.00
Small tools and pipe	100.00
Liability Ins. and Social Sec.	120.00
Sales Tax	22.00
Estimated cost of Stage II	$4,363.00

Estimated total cost of Stages I and II..... $4,585.00

July 20, 1956

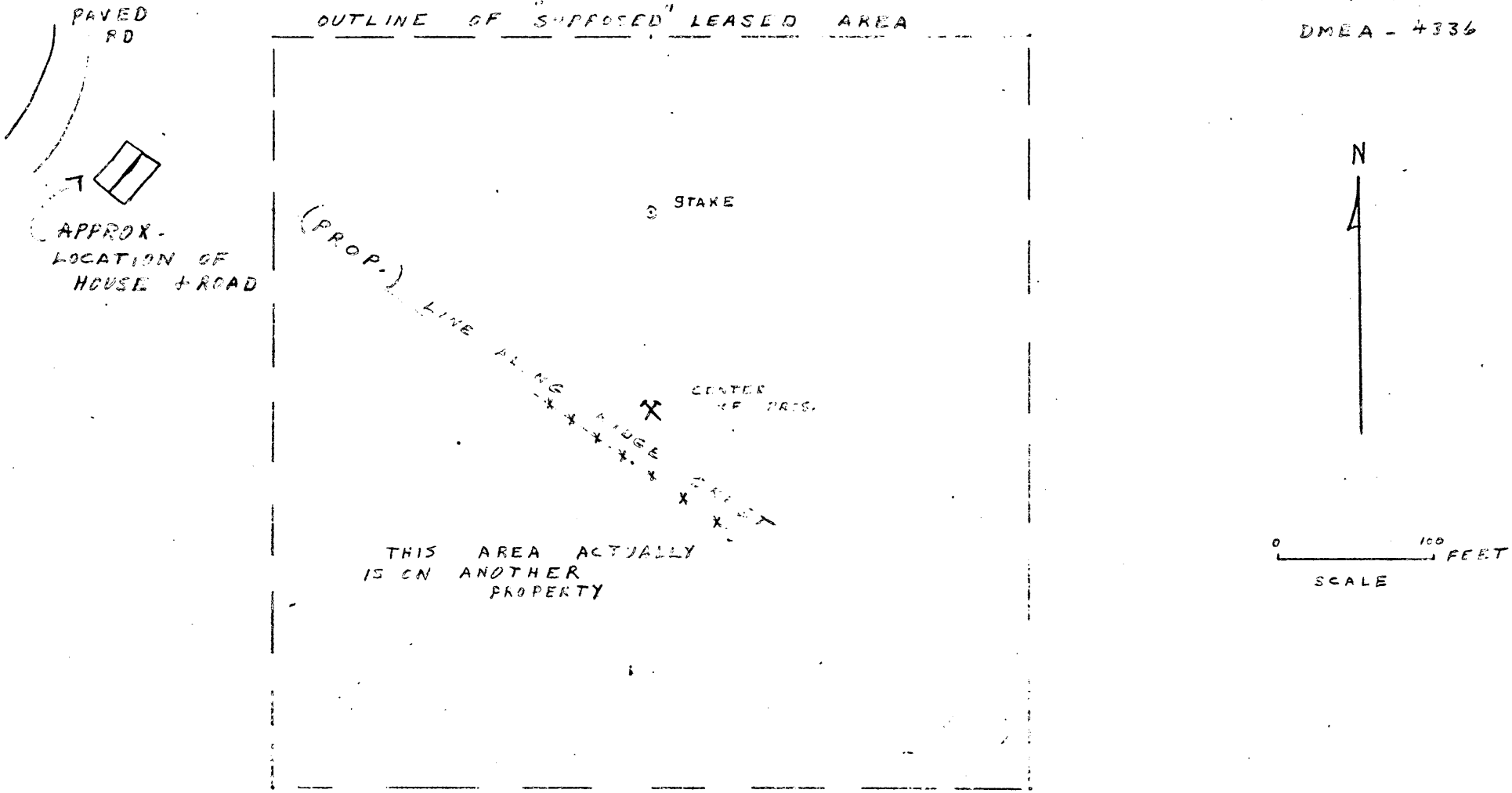
A. R. Taylor

A. R. Taylor, Geologist
Geological Survey

and

L. E. Shirley, Mining Engineer
Bureau of Mines

AVERY PROSPECT
YANCEY CO., N.C.
DMEA - 4336



NOTE: The applicant has been requested to obtain a lease on the area to the south of the prospect. The 500-ft square described in the present lease extends over the actual property line onto another property. It was also requested that the mine be tied in with an actual permanent corner.

DOCKET COPY
Surname:

Houk
Selfridge
Yopes

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

JUN 25 1956

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

Re: Docket No. DMEA-4336-mica
Avery Grindstaff and
John Phillips
Avery Prospect
Yancey County, North Carolina

Gentlemen:

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

Copies of memoranda dated June 18 and 20, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

JHopkins:ms 6/22/56

Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

Approved:

P. F. Yopes

Member, Bureau of Mines (PFY)

Thor H. Kiilsgaard

Member, Geological Survey (THK)

Enclosures: 4

R.C.S.

DOCKET COPY
Surname:

Houk
Kiilsgaard
Selfridge.

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

600

JUN 25 1956

Messrs. Avery Grindstaff and John Phillips
c/o Mr. John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-4336-mica
Avery Grindstaff and
John Phillips
Avery Prospect
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. Lawrence, 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.

Sincerely yours,

G. O. Mittendorf

Administrator

JHopkins:ms 6/22/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File
Field Team, Region V

R.C.S.

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

RECEIVED
JUN 21 1956

June 20, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4336 (mica)

Applicant: Avery Grindstaff, Bakersville, N. C.
John Phillips, Spruce Pine, N. C.

Name and Location of Property: Avery Prospect, Yancey County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/15/56

Comments:

This is a new prospect, and no work has been done on it. The applicant states that the outcropping of vein material indicates that mica may be found by exploration.

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

IN REPLY REFER TO:

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

RECEIVED
JUN 19 1956

June 18, 1956

Re: DMEA 4336
Avery Grindstaff and John Phillips
Avery Prospect
Yancy County, N. C.
$6,500 - Mica

Memorandum

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

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

Subject: Review of application.

The applicants request assistance in exploring by bulldozing, shaft sinking and drifting a pegmatite which shows vein materials and in which mica may be found by exploration.

Referral to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

RECEIVED
JUN 18 1956

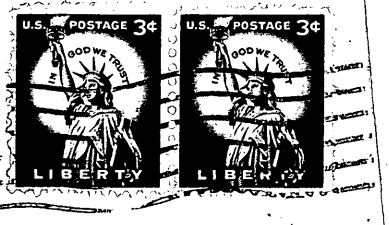
These to be attached to application mailed 6-11-56 on the Avery Prospect.

John Phillips

DMEA-4336

John Phillips
Spruce Pine, N.C.

SPRUCE PINE
JUN 14
6 AM
1956
N. C.



Mr. Lawrence G. Hawk, Chief
Nonmetallic Minerals Division
U. S. Dept. of the Interior, D.M.E.A.
Washington 25, D.C.

Mr. Houk:

Consent to Lien Forms are being prepared and will follow in day or so.

John Phillips

RECEIVED
JUN 14 1956

June 14, 1956

Mr. John Phillips
Spruce Pine,
North Carolina

Subject: DMEA-4336
Re: Exploration Assistance
Avery Prospect

Dear Mr. Phillips

The receipt of your application dated June 11, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4336 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

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-4336
Metal or Mineral MICA
Date Received 6/14/56
Estimated Cost $6500.00
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: Avery Grindstaff, Bakersville, Rt. 3, N. C.
John Phillips, Spruce Pine, N. C.
c/o John Phillips, Spruce Pine, N.C.
Partnership

(*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 Legal description given on lease.

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it Not land owner.

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None

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. See attached sheet.

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

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

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

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

16—66551-1

RECEIVED
JUN 14 1956

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. See sheet.

(*c*) The work will start within 30 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. Now on file with DMEA.

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: See sheet.

(*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?

[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 6-11, 1956

John Phillips and Avery Grindstaff
(Applicant)

By John Phillips
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

MF-103 (Continuation Sheet)

4. (a) No previous work.

   (b) There has been no production. This is a new prospect.

   (c) Outcropping of vein materials indicates that mica may be found by exploration work.

   (d) Project is accessible to roads.

   (e) Manpower, equipment and supplies available. Power is about 200 yards away.

5. (b) We propose to bulldoze away overburden to uncover vein and best locate shaft, sink a 5'x7' shaft 70 feet deep, then drift with vein 80 feet.

6. Estimate of costs:

20 Hrs. Bulldozing @ $10.00 per hour . . .	$ 200.00
70' Shaft @ $50.00 per foot	3500.00
80' Drift @ $35.00 per foot	2800.00
Total estimated cost of project	$ 6500.00

MINING LEASE

State of North Carolina Yancey County:

This indenture made this 12 day of June, 1956, 195~~5~~,

between Joseph Thomas

of Yancey County and State of North Carolina as party of the first part, and known as lessor, and Avery Grindstaff and John Phillips

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the party of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

Beginning on a stake at the center of the Avery Prospect which is located 132' South of another stake, and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located approximately two miles East of Double Island Church, in Yancey County.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8 (One-Eighth)

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

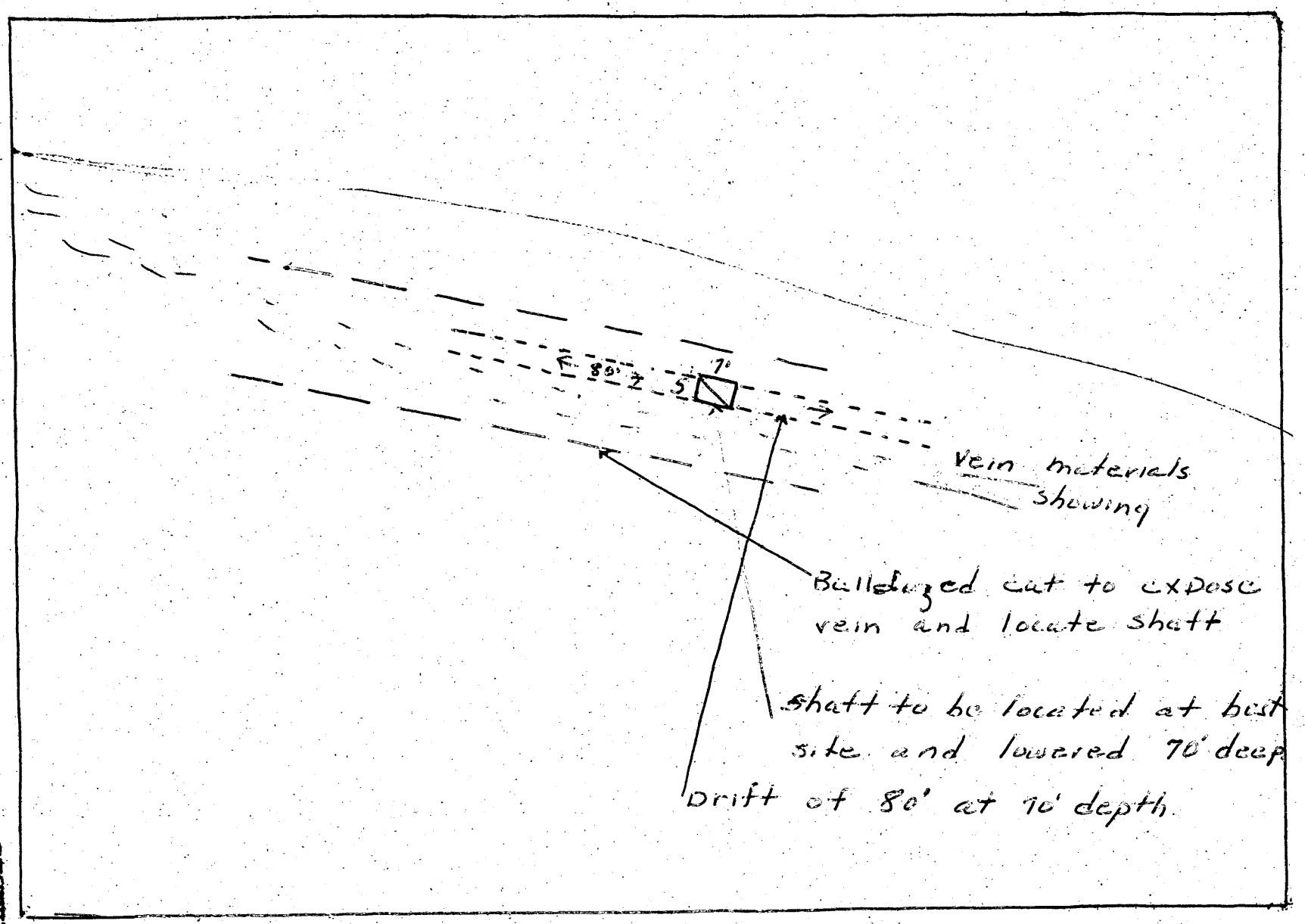
Witness: Joseph Thomas (Seal)

_____ (Seal)

_____ (Seal)

Kenneth R McKinney
Notary Public
My Comm: Expires 8/17/57

AVERY PROSPECT



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AVERY PROSPECT

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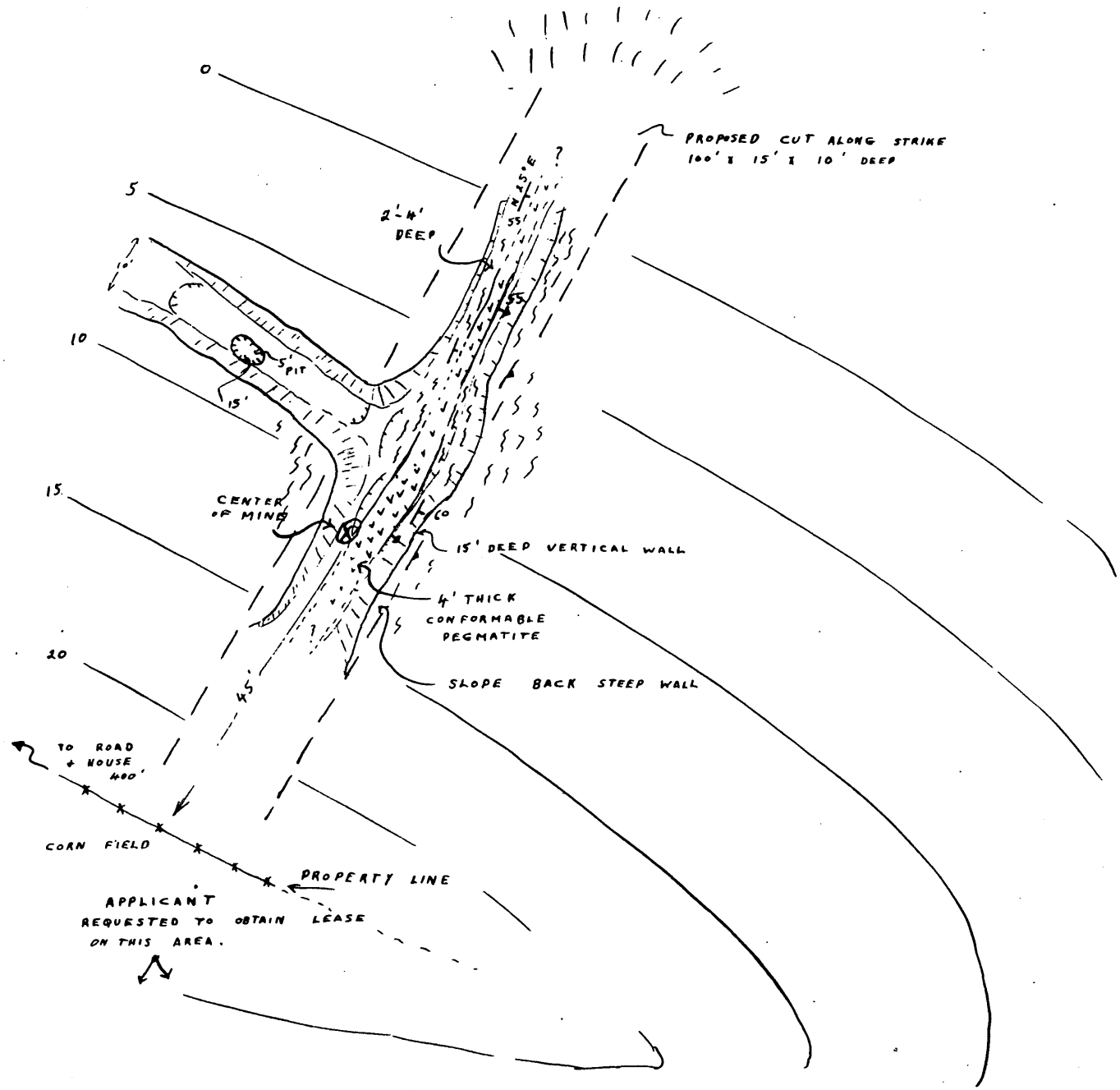

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0 10 FEET
SCALE

PEGMATITE
BIOTITE - HORNBLENDE GNEISS
STRIKE + DIP OF PEGMATITE
STRIKE + DIP OF FOLIATION
EXISTING CUT
PROPOSED CUT

TAYLOR, A.R.
7-16-56

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AVERY PROSPECT

YANCEY CO., N.C.

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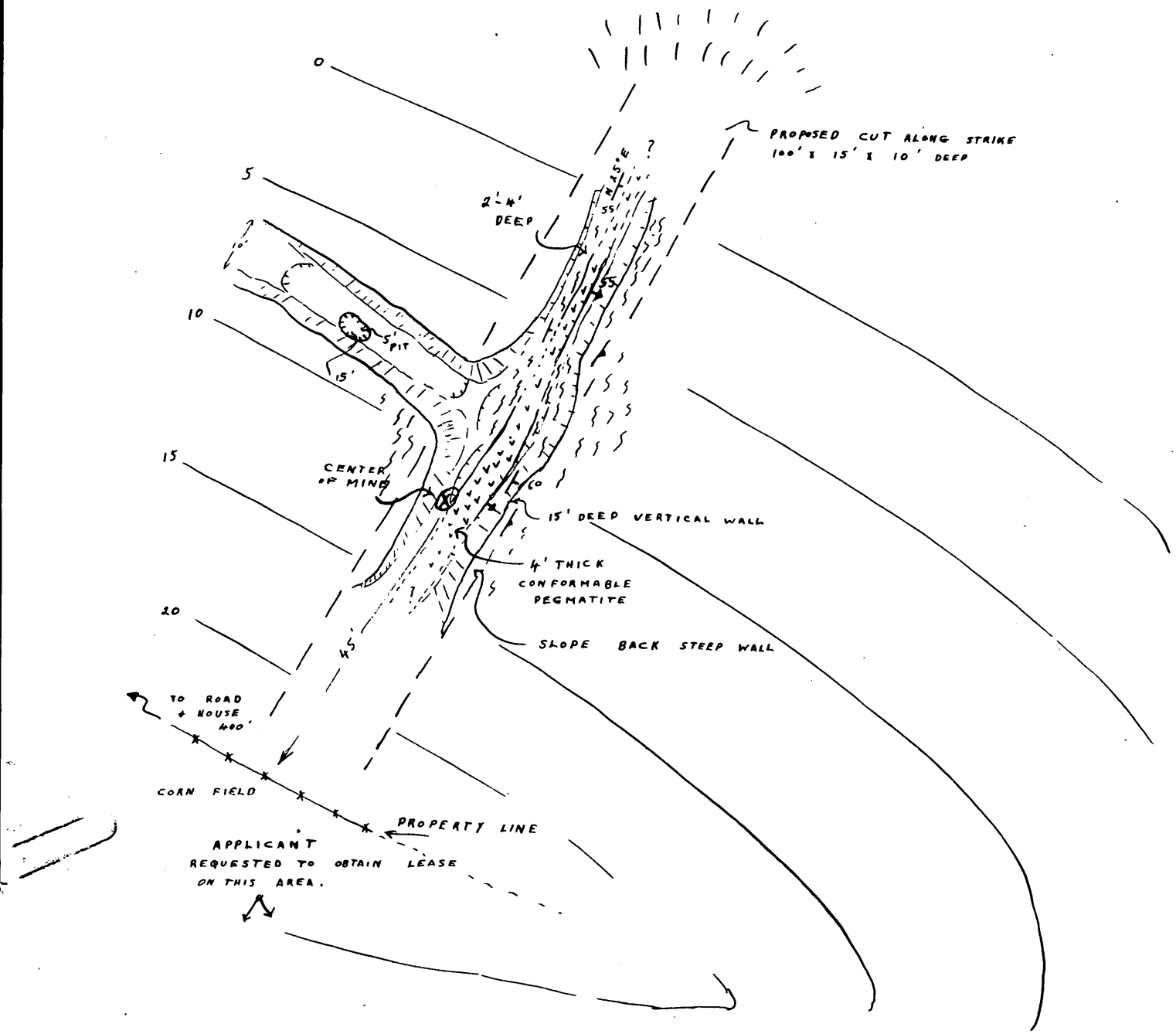

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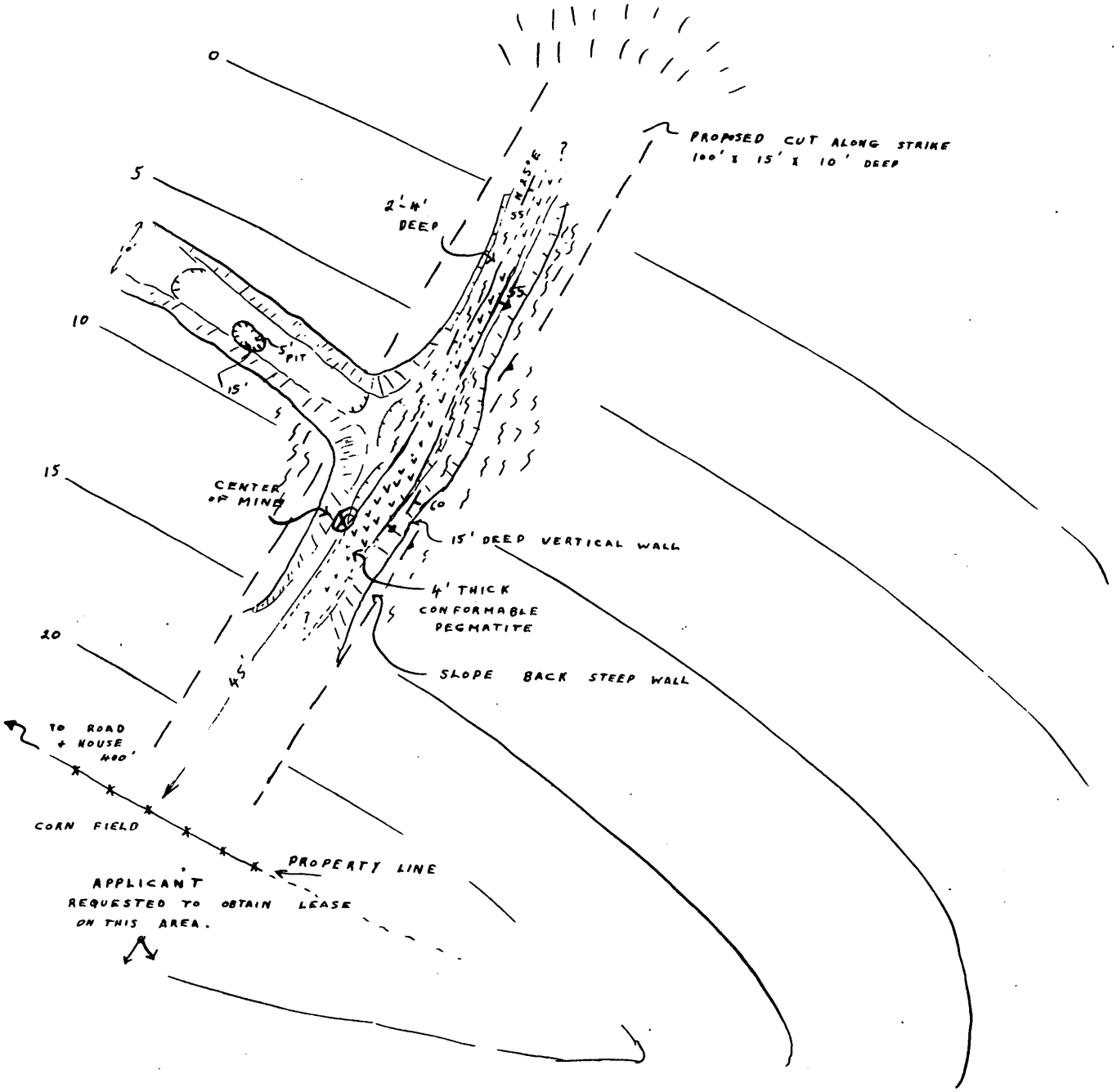

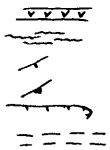

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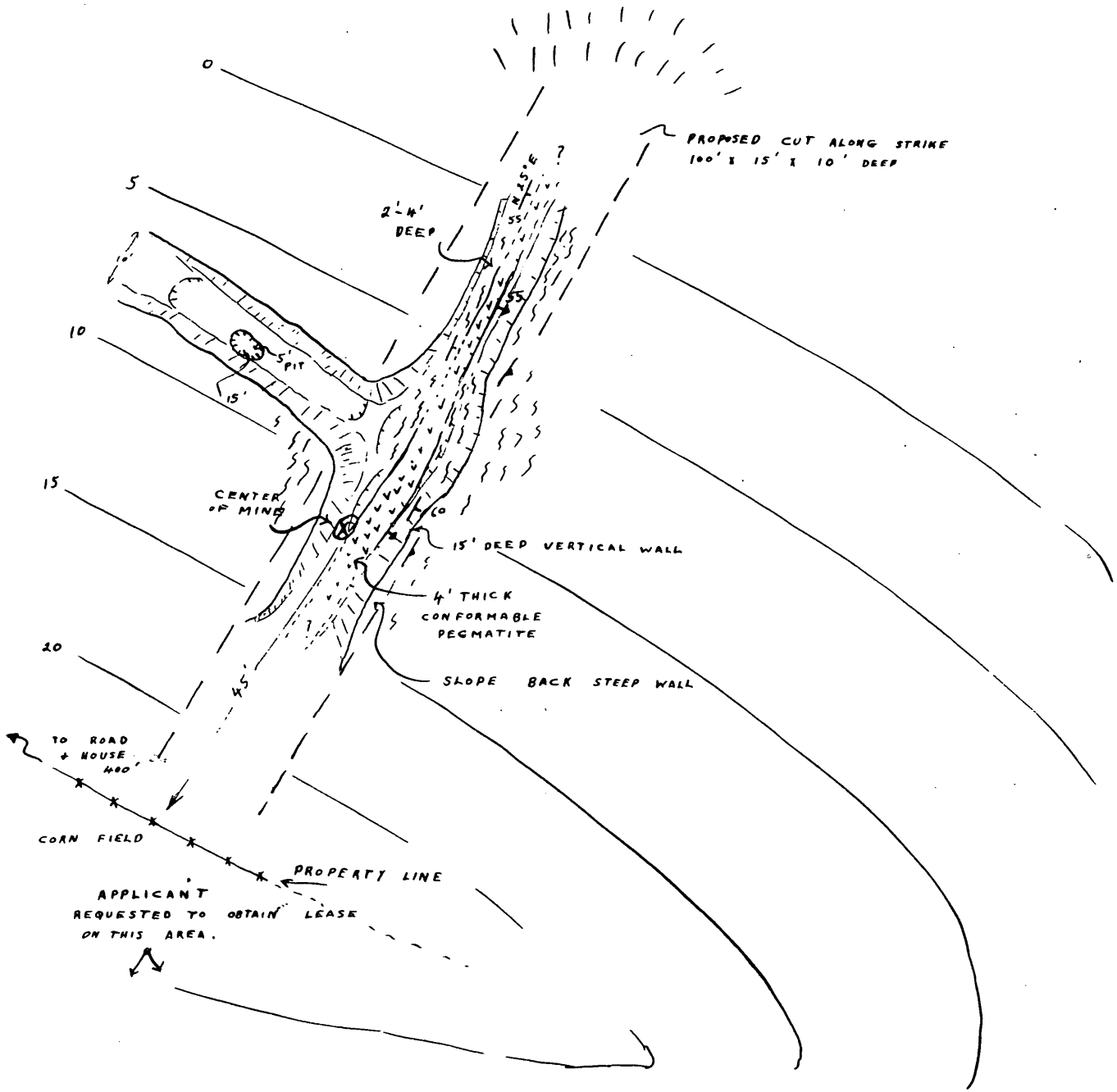

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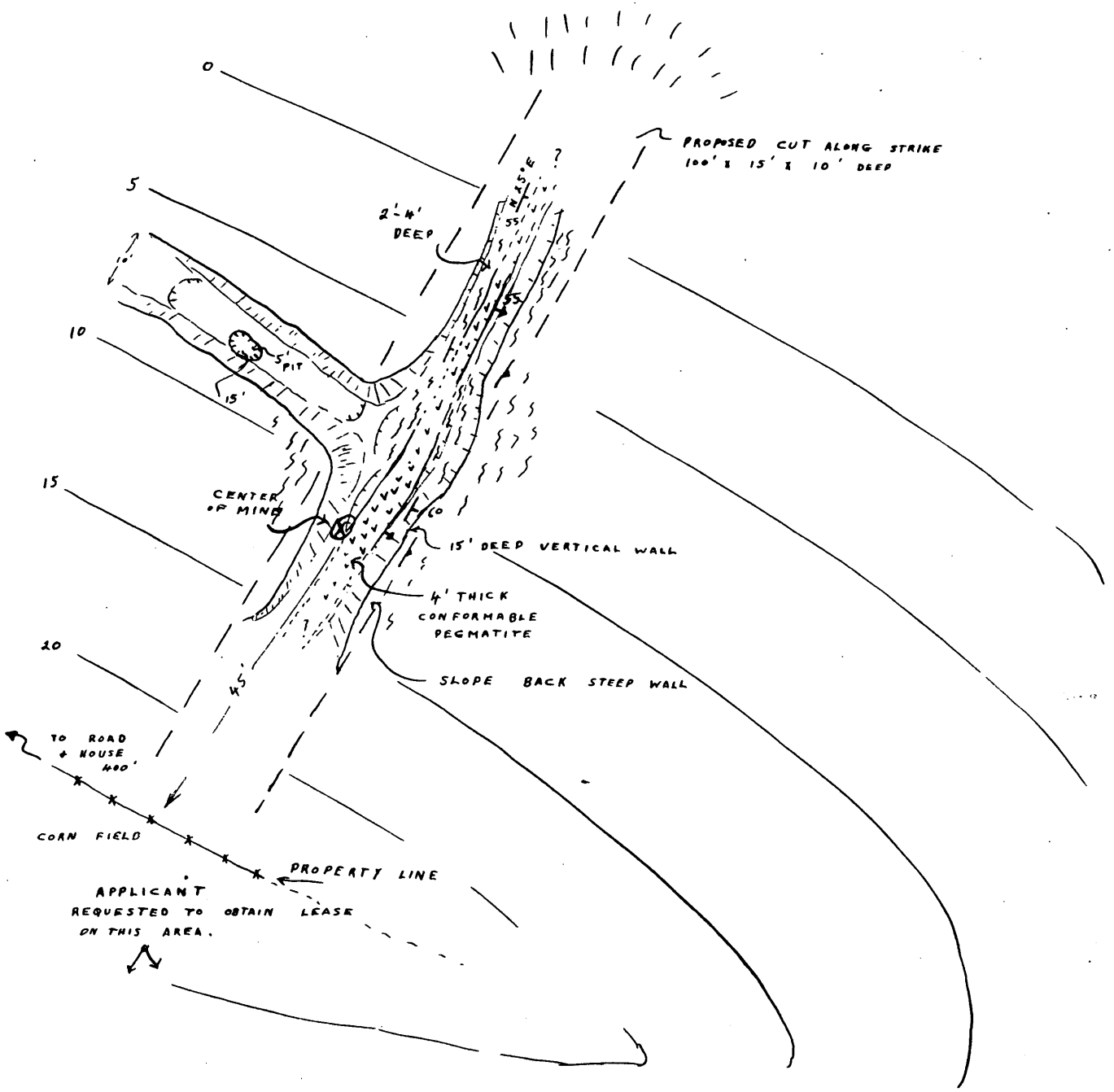

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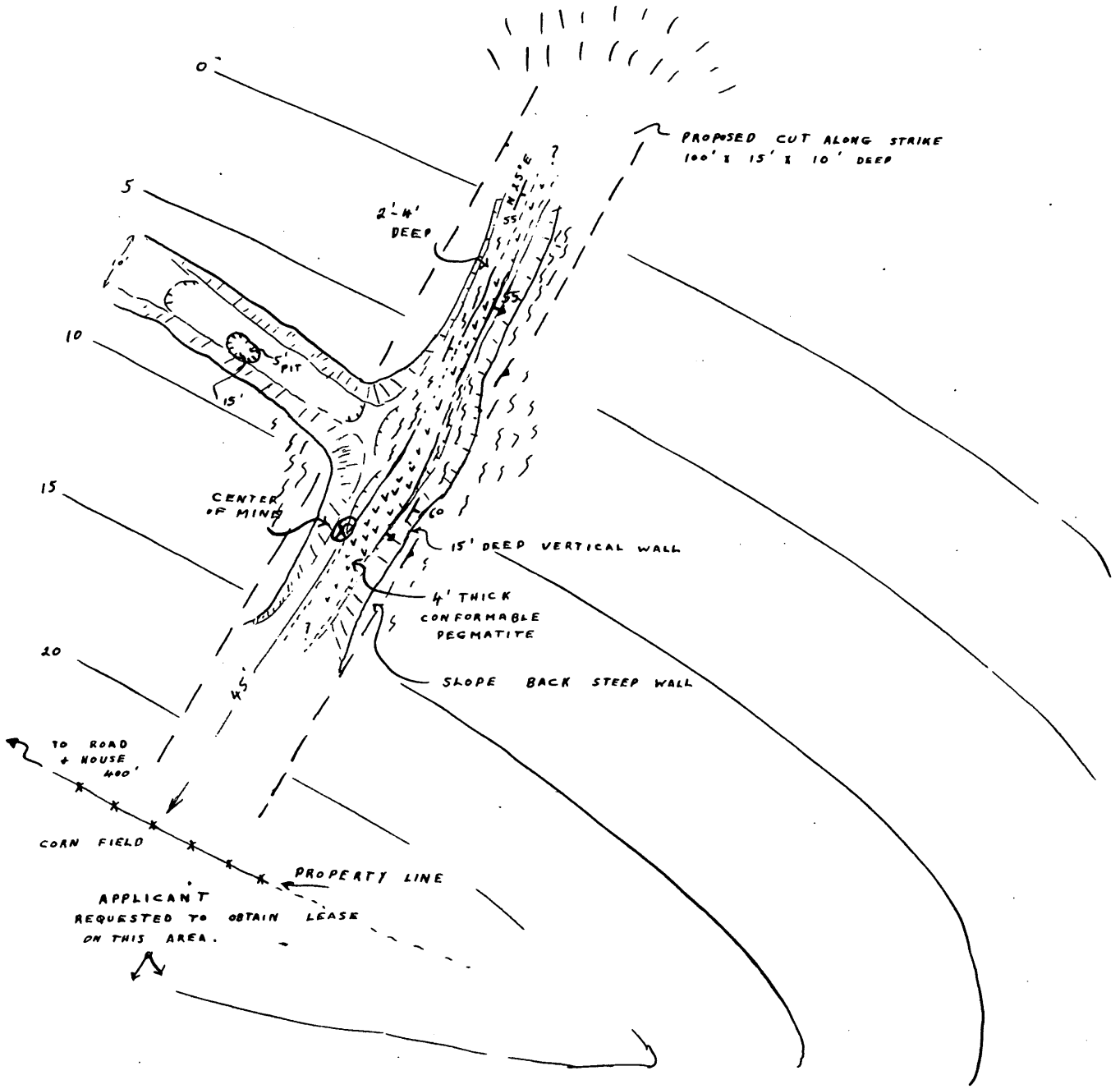

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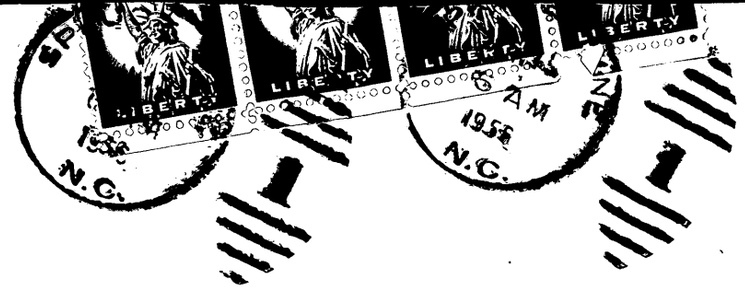

Mr. Laurence G. Lauk, Chief
Nonmetallic Minerals Division
U. S. Dept. of the Interior, I. M. E. A.
Washington 25, D. C.