DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4339

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

Exploration Project

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip Cys to USGS, BM

To:	600	Date	6/15/56
To:	Mr. Hopkins	Date	6-15-56
To:	Open Conn	Date	6-27-56
To:	J.E. Johnson	Date	6-27-56
To:	[illegible]	Date	6-27-56
To:	Open Conn	Date	8-28-56
To:	J.E. Johnson	Date	8-29-56
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

MF-203
Revised March 24 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described ~~as follows:~~1/

in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book T-3 at Page 244 on the 28th day of May, 1956.

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: None

Dated this 15th day of June, 1956.

Ottis Miller [Seal]

Wilma Miller [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]

NORTH CAROLINA-Ashe County

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that Ottis Miller and wife, Wilma Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (SEAL)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described ~~as follows:~~ in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book T-3 at Page 244 on the 28th day of May, 1956.

_____,

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.

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: None

Dated this 15th day of June, 1956.

Ottis Miller [Seal]

Wilma Miller [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]

NORTH CAROLINA-Ashe County

I, Betty J. Lewis, a Notary Public for said County, do hereby certify that Ottis Miller and wife, Wilma Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty J. Lewis (SEAL)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described as follows:1/ SSSSSSSSSS

In a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book T-3 at Page 244 on the 28th day of May, 1956.

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: None

Dated the 15th day of June, 1956.

Ottis Miller [Seal]

Wilma Miller [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]

NORTH CAROLINA-Ashe County

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that Ottis Miller and wife, Wilma Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (SEAL)
Notary Public

My commission expires:
My Commission Expires Feb. 27, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

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/

[illegible]

_____,

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/

[illegible]

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: None

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

Otto Miller [Seal]
OTTO MILLER

Thelma Miller [Seal]
THELMA MILLER

[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]

[illegible] County

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that Otto Miller and wife, Thelma Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the 21 day of June, 195[illegible].

Betty Jo Lewis (SEAL)
NOTARY PUBLIC

My commission expires:
My Commission Expires Feb. 24, 1958

Interior—Duplicating Section, Washington, D. C. 67113

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described as follows:1/ 0000039905

In a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book T-3 at Page 244 on the 6th day of May, 1936.

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: None

Dated this 16th day of June, 1956.

Otis Miller [Seal]

Wilma Miller [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]

NORTH CAROLINA-Ashe County

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that Otis Miller and wife, Wilma Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of _____, State of _____, described as follows:1/

_____

_____

_____

_____,

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/

_____

_____

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 _____ day of _____, 195__.

Otto Miller _____ [Seal]

Wilma Miller _____ [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]

I, Betty Jo Lewis, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that Otto Miller and Wilma Miller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of [illegible] 1957.

Betty Jo Lewis
Notary Public

My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of ~~North Carolina~~, describ~~ed as follows~~: in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in ~~Deed Book T-3, at Page 245, on the 28th day of May, 1956~~

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~~xxx~~

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: None

Dated this 15th day of June, 1956.

E. E. Parsons [Seal]

E. E. Parsons

Pearl Parsons [Seal]

Pearl Parsons

[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]

NORTH CAROLINA

ASHE COUNTY

I, Betty Jo Lewis a Notary Public for said County, do hereby certify that E. E. Parsons and wife, Pearl Parsons, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:

My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described as follows:1/ ~~xxxxxxxx~~ in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book F-3, at Page 246, on the 25th day of May, 1956

_____,

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: None

Dated this 19th day of June, 1956.

E. E. Parsons [Seal]

E. E. Parsons

Pearl Parsons [Seal]

Pearl Parsons

[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]

NORTH CAROLINA

ASHE COUNTY

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that E. E. Parsons and wife, Pearl Parsons, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:

My Commission Expires Feb. 24, 1958

MF-2038
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of _____, State of _____, described as follows:1/ _____

_____

_____

_____,

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/

_____

_____

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 20th day of June, 1954.

E. E. Parsons [Seal]

B. E. Parsons Pearl Parsons [Seal]

Pearl Parsons [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]

NORTH CAROLINA

ONS COUNTY

I, Betty Jo Lewis a Notary Public for said County, do hereby certify that B. E. Parsons and wife, Pearl Parsons, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of June, 1954.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of _____, State of _____, described as follows:1/

_____

_____

_____

_____,

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/

_____

_____

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 _____ day of _____, 195_.

_____ [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]

Betty Jo Lewis

Betty Jo Lewis

My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of ~~North Carolina~~, described ~~as follows:~~ ~~xxxxxxxxx~~/ in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in ~~Deed Book T-3, at Page 245, on the 28th day of May, 1956~~

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: None

Dated this 15th day of June, 1956.

E. E. Parsons [Seal]
E. E. Parsons

Pearl Parsons [Seal]
Pearl Parsons

[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]

NORTH CAROLINA

ASHE COUNTY

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that E. E. Parsons and wife, Pearl Parsons, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 26 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Ashe, State of North Carolina, described ~~XXXXXXXXXX~~ in a lease duly recorded in the office of the Register of Deeds for Ashe County, North Carolina in Deed Book T-3, at Page 245, on the 28th day of May, 1956

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; ~~XXX~~

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: None

Dated this 15th day of June, 1956.

E. E. Parsons [Seal]

E. E. Parsons

Pearl Parsons [Seal]

Pearl Parsons

[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]

NORTH CAROLINA

ASHE COUNTY

I, Betty Jo Lewis, a Notary Public for said County, do hereby certify that E. E. Parsons and wife, Pearl Parsons, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of June, 1956.

Betty Jo Lewis (Seal)
Notary Public

My commission expires:
My Commission Expires Feb. 24, 1958

DOCKET COPY
Surname:

Hopkins
Houk
Lamb
Williams
Selfridge

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

AUG 29 1956

Mr. Alvah T. Brown
502 Lois Avenue
High Point, North Carolina

Re: Docket No. DMEA-4339-mica
Alvah T. Brown
Jess Nash - Hugh Burgess Tract
Alonzo Bare Heirs Tract
Ashe County, North Carolina

Dear Mr. Brown:

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,

Frank E. Johnson

ACTING Administrator

JHopkins:ms 8/27/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

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

August 27, 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-4339-mica
Property: Alonzo Bare Heirs Tract
Located: Ashe County, North Carolina
Applicant: Alvah T. Brown
High Point, North Carolina
Application:
dated May 28, 1956
Work proposed:
No definite proposal
No costs given
Contract - none - application denied.

2. Comments:

Four prospects with exposures of graphic granite were examined by the field team examiners.

Only wedge "A" scrap green mica was observed.

No strategic mica has been sold from these prospects.

Miller Prospect:

A trench exposes a graphic granite body at least 25 feet thick and a 5-foot barren pegmatite conformable to enclosing biotite-hornblende gneiss.

Reported production is 200 pounds of green beryl and some radioactive minerals. None of these were found on the dump by the examiners.

Parsons No. 1 Prospect:

A cut 100' x 12' x 10 exposes a small graphic granite body. Black accessory tourmaline crystals up to 2 inches long exist in dump.

Parsons No. 2 Prospect:

This is a small pit 7 feet deep in graphic granite and perthite about 8 feet thick.

There is no mica.

Parsons No. 3 Prospect:

A cut 30' x 12' x 5' has been made in weathered pegmatite containing flat muscovite 3 inches wide, heavily stained.

Since all the prospects are in coarse-grained graphic granite with no strategic mica, the Field Team recommends that the application be denied.

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

James Hopkins
Nonmetallic Minerals Division.

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

August 20, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4339 (mica)

Applicant: A. T. Brown

Name and Location of Property: Alonzo Bare Heir Tract, Ashe County, N. C.

Date of Field Team Report: 8/8/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/14/56

Field Team Recommendation: Recommend denial of subject application.

Comments:

1. This property already has been adequately explored.

2. Geological factors show that this deposit is unlikely to produce any sizable quantities of strategic mica.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

RECEIVED
AUG 21 1956

IN REPLY REFER TO:

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

RECEIVED
AUG 15 1956

August 14, 1956

Re: DMEA 4339
Alvah T. Brown
Nash-Burgess Tract
Alonzo Bare Heir's Tract
Ashe Co., N. C.
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 prospecting for and exploring pegmatites near the Blue Ridge Highway.

The examiners found the applicant had expended $2,000 on bulldozing at 3 locations, Parsons No. 1, 2 and 3 prospects. The work had revealed only graphic granite and weathered pegmatite but no strategic mica was recovered.

The examiners and the Field Team conclude enough work without favorable results has been done, and recommend denial of the application.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM 1 OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
AUG 13 1956

August 9, 1956

Memorandum

To: Operating Committee, DMEA - Washington, D. C.

From: Executive Officer, DMEA Field Team, Region V - Knoxville

Subject: Docket No. DMEA-4339 (mica)
Alvah T. Brown, High Point, North Carolina
Alonzo Bare Heir Tract - Ashe County, North Carolina

Transmitted herewith are four maps which failed to be attached to the field examination report on the subject docket which was mailed to you yesterday.

Robert A. Laurence

Robert A. Laurence

Enclosures 4

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

RECEIVED
AUG 13 1956

August 9, 1956

Memorandum

To: Operating Committee, DMEA - Washington, D. C.

From: Executive Officer, DMEA Field Team, Region V - Knoxville

Subject: Docket No. DMEA-4339 (mica)
Alvah T. Brown, High Point, North Carolina
Alonzo Bare Heir Tract - Ashe County, North Carolina

Transmitted herewith are four maps which failed to be attached to the field examination report on the subject docket which was mailed to you yesterday.

Robert A. Laurence

Enclosures 4
cc
Operating Committee (3)
Lynch
Shirley
files

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

RECEIVED
AUG 13 1956

August 9, 1956

Memorandum

To: Operating Committee, DMEA - Washington, D. C.

From: Executive Officer, DMEA Field Team, Region V - Knoxville

Subject: Docket No. DMEA-4339 (mica)
Alvah T. Brown, High Point, North Carolina
Alonzo Bare Heir Tract - Ashe County, North Carolina

Transmitted herewith are four maps which failed to be attached to the field examination report on the subject docket which was mailed to you yesterday.

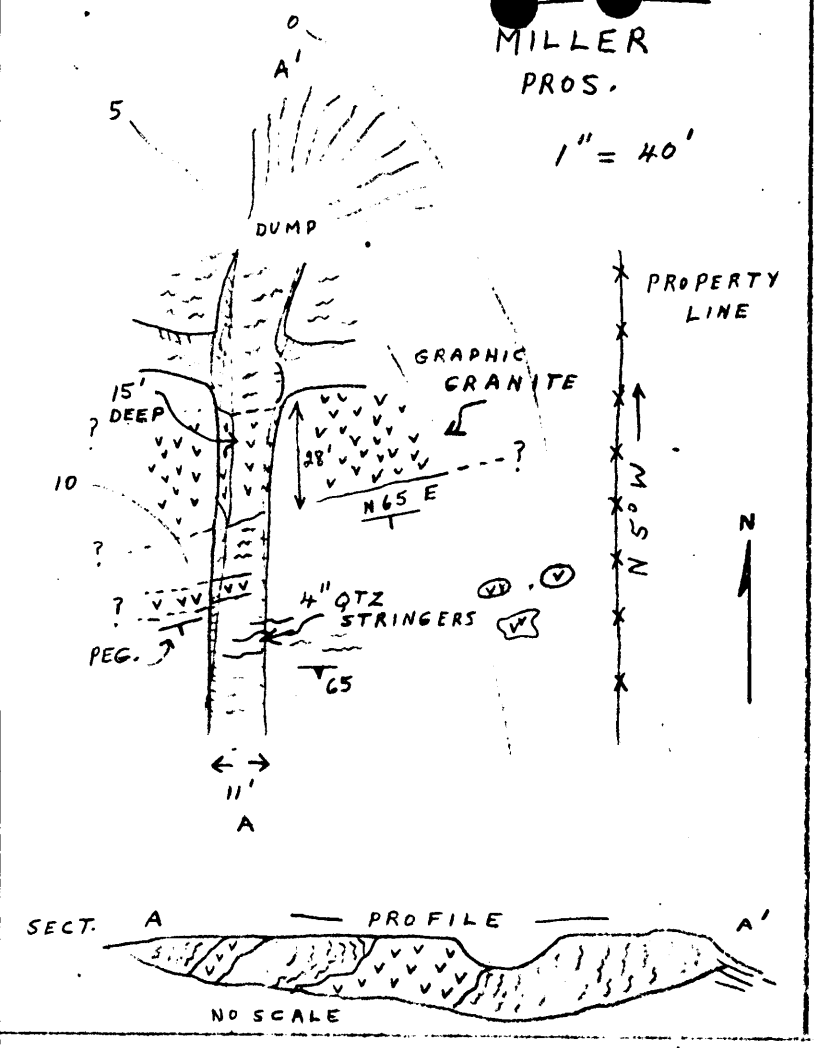
Robert A. Laurence

RAL
Enclosures 4
cc
Operating Committee (3)
Lynch
Shirley
files

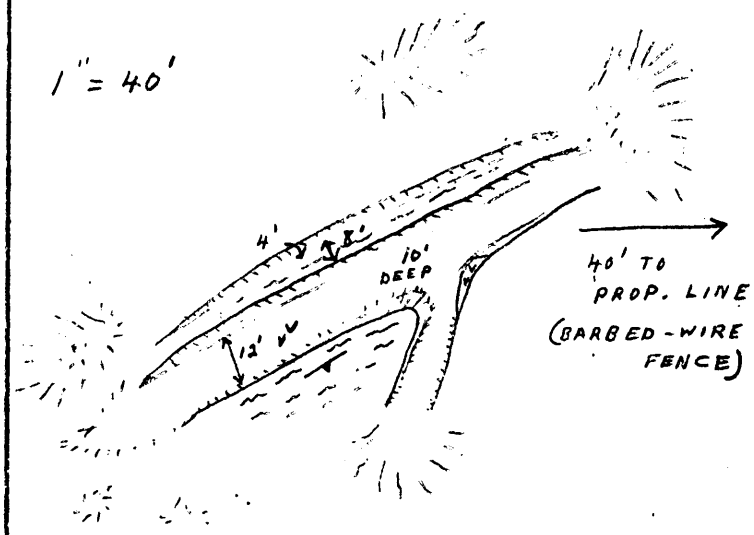
DMEA - 339

MILLER PROS.

1" = 40'



1" = 40'



PARSON PROS. #1.

N

4339

INDEX MAP

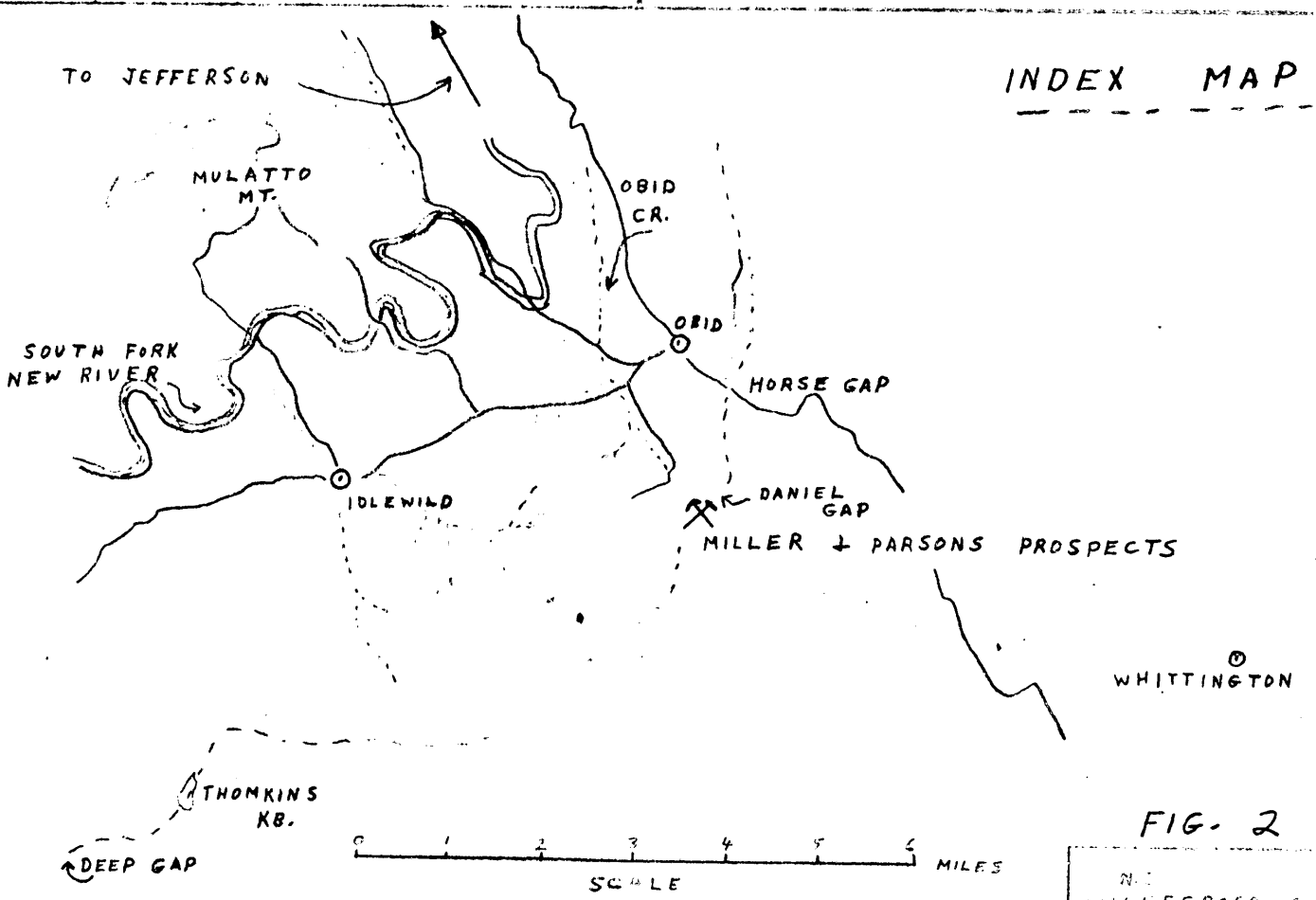


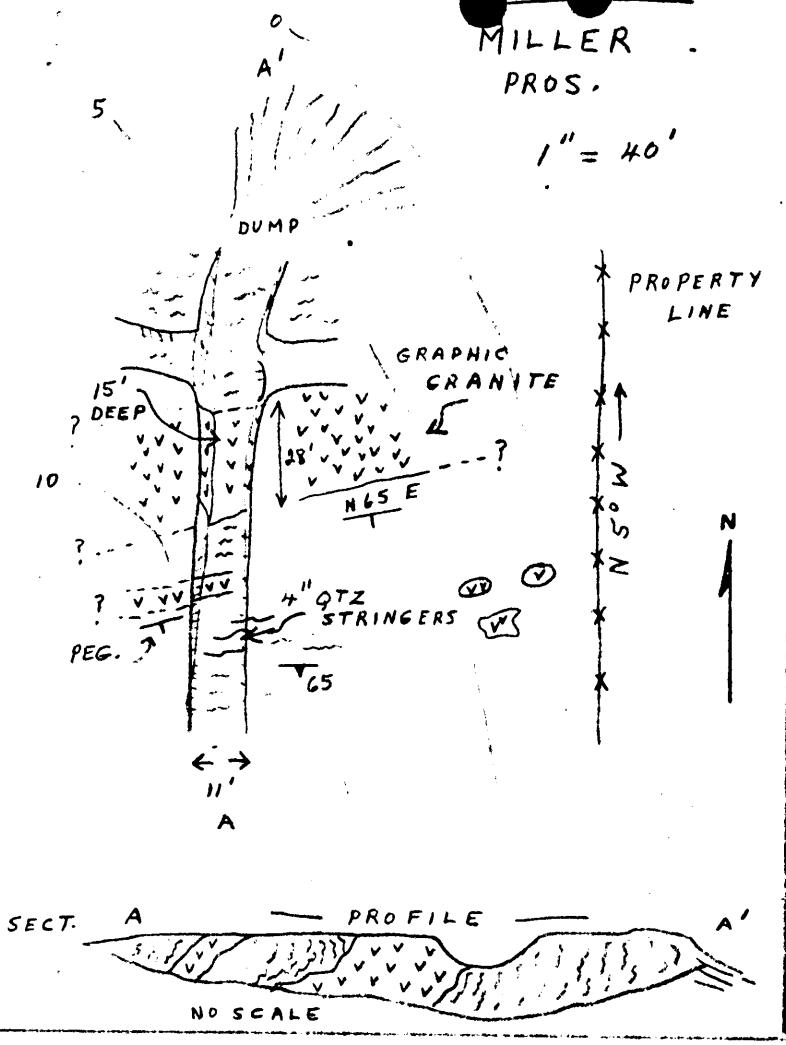
FIG. 2

N.
WILKESBORO
ID.

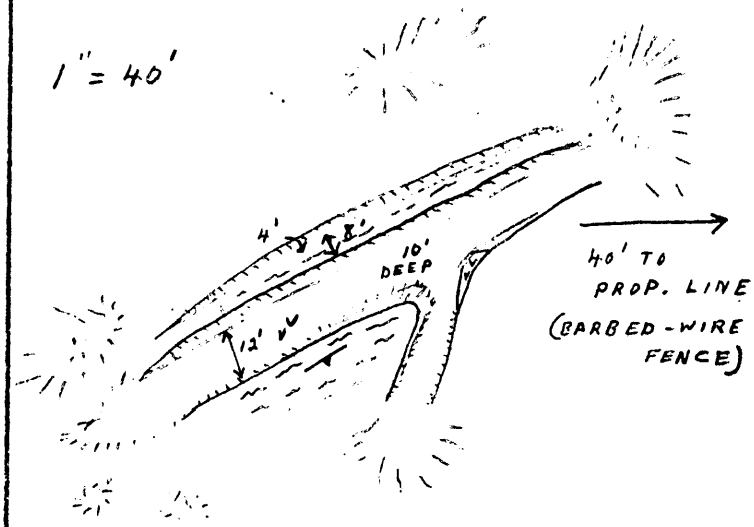
DMEA 4339

MILLER PROS.

1" = 40'



1" = 40'



PARSON PROS. #1.

N

4339

INDEX MAP

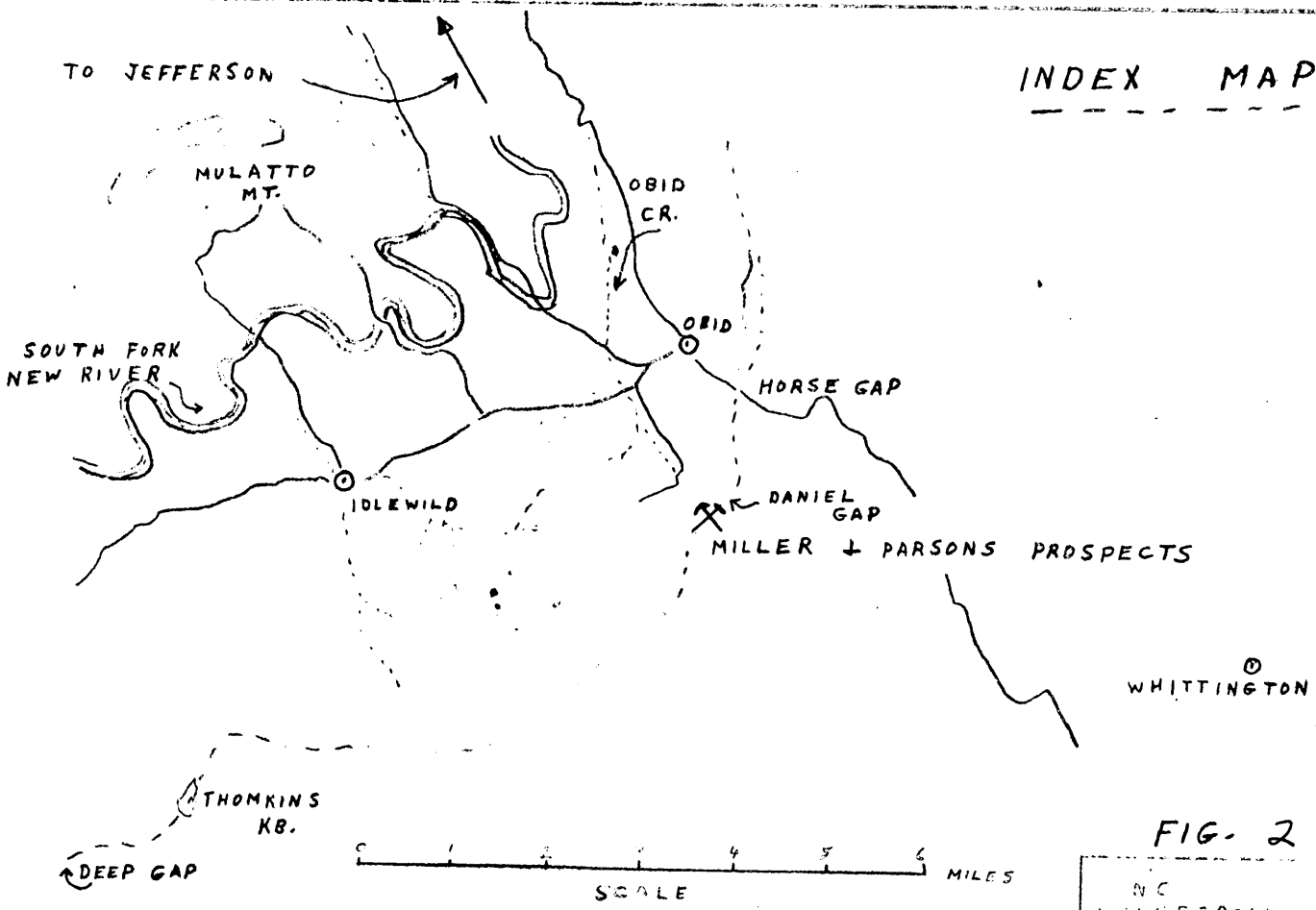


FIG. 2

N C
WILKESBORO
ED. 1944

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

RECEIVED
AUG 10 1956

August 8, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report, DMEA-4339 (mica) Ashe County, N.C.
Alvah T. Brown, High Point, N. C.
Alonzo Bare Heir Tract

Enclosed are four copies of the subject examination report, and nine extra copies of the map.

The property has been adequately explored already, considering the unpromising nature of the pegmatites, and we agree with the Examiners' recommendation for denial.

Robert A. Laurence

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

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
8-13-56
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

On

DMEA-4339- (mica)

Jess Mash-Hugh Burgess Tract-Alonso Bare Heirs Tract
Ashe County, North Carolina

By

A. R. Taylor, Geologist
Geological Survey

and

L. E. Shirley, Mining Engineer
Bureau of Mines

Aug. 8, 1956

DATA SUBMITTED TO OFFICE
8-13-56
(date)

FIELD EXAMINATION REPORT

On

DMEA-4339 (mica)

Jess Mash - Hugh Burgess Tract
Alonso Bare Heirs Tract
(Miller Prospect and Person Prospects
Nos. 1,2, and 3.)

Applicant: Alvah L. Brown, 502 Lois Ave., High Point, North Carolina

Summary

Four Prospects with exposures of graphic granite were examined. The mineralogic environment in each of these intrusive bodies is such that only wedge "A" scrap green muscovite is common; no strategic muscovite has been sold from these prospects. It is recommended that the application be denied.

Introduction

The Miller Prospect and the Person Prospects Nos. 1, 2, and 3 were examined July 24, 1956. The Field Examiners were accompanied by A. Z. Brown, I. L. Brown, Jack Cope and E. E. Parsons.

The Prospects are at Daniel Gap (elev. 3167 ft) 65 feet west of the Blue Ridge Parkway right-of-way, and one mile south along the Parkway from Horse Gap (junction of Highway 16 and the Parkway). The open cuts are on a gentle northward sloping cleared hillside. Three hours were spent on the examination.

The Applicants appear to have no working knowledge of mica-bearing pegmatites, their occurrence, structure, or composition. All the Prospects examined were a coarse-grained graphic granite with no strategic muscovite. No facilities exist on the property.

Geology

Miller Prospect:

This prospect consists of a north-south trending crosscutting trench (100' x 11' x 15' deep) that exposes a graphic-granite body at least 28 ft thick, and a 5 ft thick barren pegmatite that is conformable to the biotite-hornblende gneiss country rock. The main body strikes N 65° E and dips gently southeast. Near the contacts the country rock is a highly weathered mica schist. The outcrop strike length is about 30 feet.

The main igneous body is composed of blocky (3 to 5") white perthite crystals, disseminated masses of quartz (some 6" thick) small scrap wedge "A" green muscovite,"burr" rock, with an abundance of medium-to-coarse-grained graphic granite, and accessory black tourmaline and garnet.

It is reported that about 200 pounds of green beryl (1 crystal 12" long) and some heavy black slightly radioactive minerals were recovered from the main body. The Field Examiners found neither on the dump or in the trench.

Parsons No. 1 Prospect

Upslope and 400 ft south from the Miller Prospect is a N 60° E trending cut (100' x 12' x 10') that exposes a small graphic-granite body. The distance to the Parkway right-of-way is 40 feet.

The applicant spent 30 hours in bulldozing this trench, and recovered no strategic muscovite.

Black accessory tourmaline crystals up to 2 inches long exist in the dump.

Parsons No.2 (upslope, S, from No.1)

This is a small pit 7 ft deep in graphic granite and perthite about 8 ft thick. The strike on the footwall contact is north-south. Green, wedge "A", scrap muscovite is abundant in a "burr" rock.

The igneous body contains some 5 x 8 inch perthite crystals (most 1" size), quartz, minor plagioclase, and "burr" rock, with small accessory garnets and sericite.

The country rock is a very micaceous gray granitic gneiss.

Parsons No.3

This is on the ridge crest about 600 ft south of No.2. It consists of a small cut 30' x 12' x 5' deep with a weathered pegmatite in place, containing heavily stained flat muscovite 3 inches wide. The stains possibly iron oside and manganese, exhibit dendritic, asterisk-like, and radiating fan-like patterns.

Conclusions

It is recommended that the application be denied. The Applicant has spent an estimated $2000 and recovered no strategic muscovite.

August 8, 1956.

A. R. Taylor, Geologist
Geological Survey

and

L. E. Shirley, Mining Engineer
Bureau of Mines

z

DMEA - 4339

JESS MASH - HUGH BURGESS TRACT, ALONSO BARE HEIRS TRACT
(MILLER PROSPECT AND PARSON PROSPECTS, 1, 2, 3)

ASHE CO.
N.C.

RECEIVED
AUG 10 1956

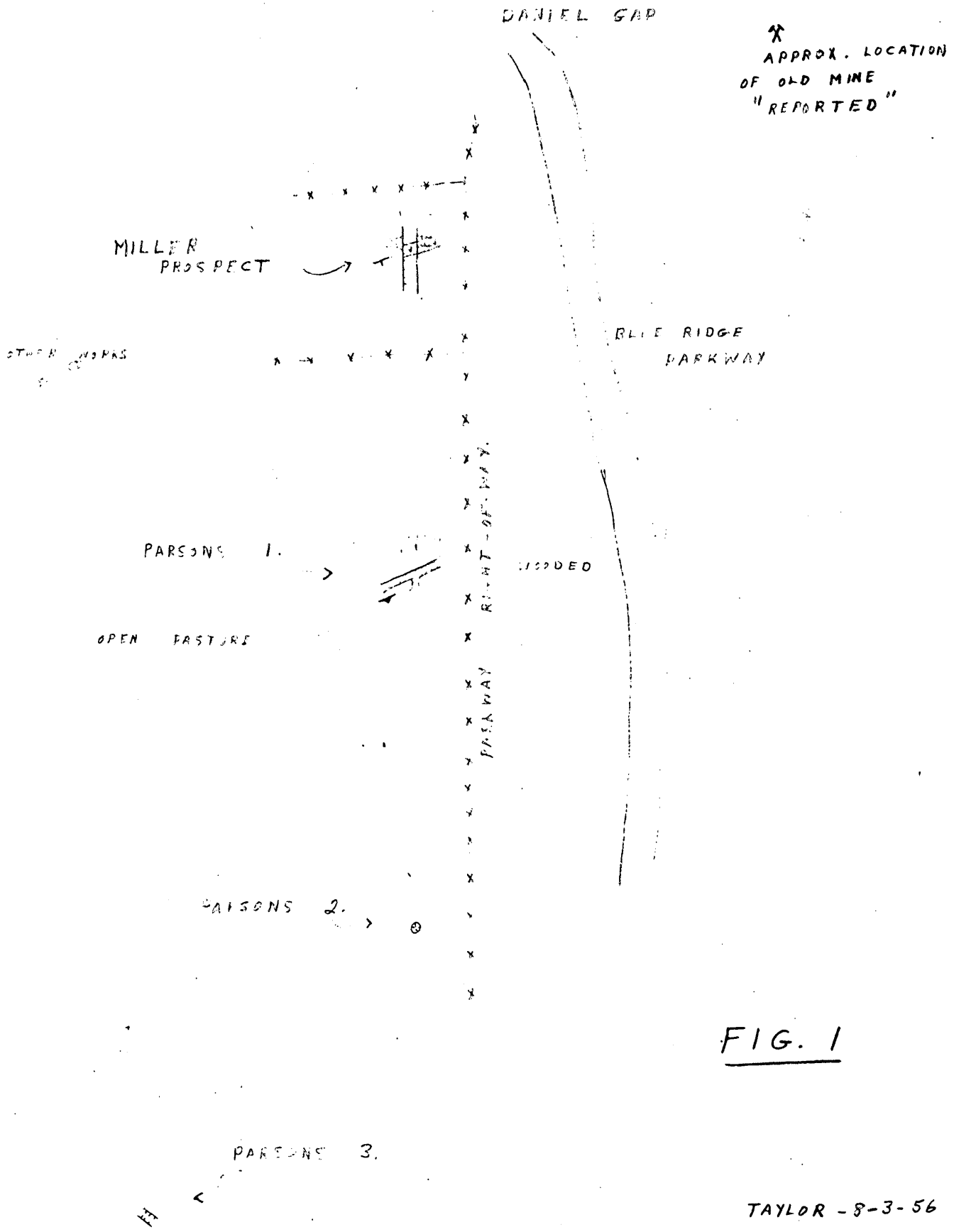


FIG. 1

TAYLOR - 8-3-56

DOCKET COPY
Surname:

Hopkins
Houk
Selfridge
Kilgusson

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

JUN 27 1956

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

Re: Docket No. DMEA-4339-mica
Alvah T. Brown
Jess Nash - Hugh Burgess Tract
Alonzo Bare Heirs Tract
Ashe 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 June 19 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)

Approved:

P. F. Yopes (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures: 4

JHopkins:ms 6/27/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

P.C.S.

DOCKET COPY
Surname:

Hopkins
Houk
Kiilsgaard
York
Selfridge
Brown

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

JUN 27 1956

Mr. Alvah T. Brown
502 Lois Avenue
High Point, North Carolina

Re: Docket No. DMEA-4339-mica
Alvah T. Brown
Jess Nash - Hugh Burgess Tract
Alonzo Bare Heirs Tract
Ashe County, North Carolina

Dear Mr. Brown:

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 6/27/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.L.

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-4339 (mica)

Applicant: Alvah T. Brown, High Point, N. C.

Name and Location of Property: Jess Mash and Hugh Burgess and Alonzo Bare Heirs' land

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

Comments:

1. Although the application states that copies of leases are attached for two tracts of land, only the lease for the Alonzo Bare Heirs' land accompanies the application. A copy of the lease on the Jess Mash and Hugh Burgess land is needed.

2. The applicant has leased property adjoining the R. C. Parsons Mica Mine, reportedly discovered 75 years ago and from which mica was said to have been produced by hand methods. The Parsons mine now is covered by the right-of-way for the Blue Ridge Parkway.

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 20 1956

June 19, 1956

Re: DMEA 4339
Alvah T. Brown
Mash-Burgess tract
Alonzo Bare Heirs tract
(?) County, North Carolina (?)
No estimate, 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 prospecting by bulldozer for the extension of a pegmatite mined in the past, or for another or other pegmatites in ground adjoining the Blue Ridge parkway.

Probably no pegmatite is actually known on the referenced tracts and the probability of there being a pegmatite there cannot be estimated from the information afforded.

If the applicant is now engaged in bulldozing, a looked for pegmatite may be an actuality by the time the examiners are ready to investigate the application.

At any rate, a referral to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

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

RECEIVED
JUN 15 1956

June 13, 1956

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

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

Subject: Application from Alvah T. Brown, High Point, N. C.

Enclosed are three copies of an application received from Alvah T. Brown, for aid in exploration for mica on two leased tracts in Ashe County, North Carolina, accompanied by a copy of each lease. We are keeping the fourth copy of the application for our use.

The proposal seems to be for prospecting rather than exploration.

We have sent Consent to Lien forms to the applicant and requested that he return six signed copies for each of the two tracts in the application.

Robert A. Laurence
Robert A. Laurence
Executive Officer

V. J. Lynch
V. J. Lynch
Member, Bureau of Mines

Enclosures 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 151 JOHN SEVIER BLDG.
KNOXVILLE 2, TENN.

RECEIVED
JUN 15 1956

June 13, 1956

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

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

Subject: Application from Alvah T. Brown, High Point, N. C.

Enclosed are three copies of an application received from Alvah T. Brown, for aid in exploration for mica on two leased tracts in Ashe County, North Carolina, accompanied by a copy of each lease. We are keeping the fourth copy of the application for our use.

The proposal seems to be for prospecting rather than exploration.

We have sent Consent to Lien forms to the applicant and requested that he return six signed copies for each of the two tracts in the application.

Robert A. Laurence
Executive Officer

V. J. Lynch
Member, Bureau of Mines

RAL/mg

Enclosures 3
cc
Operating Committee (2)
Lynch
Shirley
files

June 15, 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
- 4339 Alvah T. Brown

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

June 15, 1956

Mr. Alvah T. Brown
502 Lois Avenue
High Point, N. C.

Subject: DMEA-4339
Re: Exploration Assistance
Alonzo Bare Heirs Land

Dear Mr. Brown

The receipt of your application dated May 28, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4339 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

60933

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUN 15 1956

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-4339
Metal or Mineral MICA
Date Received 6/15/56
Estimated Cost Not given
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: AlvahT. Brown, 502 Lois Avenue, High Point, N.C.

RECEIVED
JUN 13 1956

(*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 TRACT ONE: 100 acres, more or less, known as the Jess Mash and Hugh Burgess land adjoining the Blue Ridge Parkway; located approximately 200 ft. northwest of the old R. C. Parsons Mica Mine; TRACT TWO: 25 acres adjoining the E. E. Parsons tract and known as the Alonzo Bare Heirs land.

(*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 five year leases ~~copies attached hereto.~~

(*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 no liens or encumbrances

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

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

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

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

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

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

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

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

(*c*) The work will start within 60 days and be completed within 60 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated May 28, 1956

Alsah T. Brown
(Applicant)

By

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

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

APPLICATION FOR AID IN AN EXPLORATION PROJECT

RECEIVED
JUN 15 1956

IV. Physical Description

(a) The property which your applicant, Alvah T. Brown, has under lease is immediately adjacent to the old R. C. Parsons Mica Mine, which was discovered about seventy-five years ago. This mine was worked by hand and the vein was approximately six feet wide. The old mine itself is now located upon the right-of-way of the Blue Ridge Parkway, and therefore cannot be mined or entered. The mica in this mine was taken out entirely by hand and when it became too difficult to mine by hand, the Parsons Mica Mine was abandoned.

Your applicant has leased one hundred and twenty-five acres of land immediately adjacent to the old Parsons Mine and has begun cross-cutting a sand ridge with bulldozers with the idea of locating the vein or veins near the old Parsons Mine.

Following the sand ridge through this leased property there is a great deal of evidence on the ground of mica working up through the sands, and scattered deposits of mica can be seen over the entire area.

No geologic or engineering reports have been made to date.

By reference to the lease, you will note that we have secured access road to a county road which leads off of the Blue Ridge Parkway, and is easily accessible to Sparta.

(e) Your applicant has arranged to procure sufficient man power and supplies to carry on his work, most of which will come from West Jefferson, which is within ten miles of his present operations

V. The Exploration Project

(b) The proposed work to be done by your applicant will consist of cross-cutting the sand ridge running the length of this property with a bulldozer. Apparently beneath this sand ridge there is a rock cap. This cap will have to be blasted and opened up as evidence of veins may appear.

(d) Your applicant has had no actual operating experience in an exploration project of this type, however, he has arranged for supervision and assistance from experienced operators in mica mines in the area.

VI. Estimate of Cost

(a) Independent contracts-none

(b) One supervisor

One Bulldozer operator

Three common laborers

It is estimated that the total cost of labor will run approximately $1500.00 per month

(c) Operating Materials and Supplies

Fuel and upkeep for bulldozer	$196.00 per month
Fuel and upkeep for air compressor	110.00 per month
Dynamite, caps, misc. supplies	180.00 per month
Fuel and maintenance for truck	100.00 per month
Workmen's Compensation and Liability Insurance	100.00 per month

(d) Operating Equipment

The operator will furnish the following equipment:

1. Bulldozer
2. Air compressor
3. Truck

(e) None

(f) New buildings.

It will be necessary to construct a building to house supplies and materials at a cost of approximately $600.00

RECEIVED
JUN 15 1956

NORTH CAROLINA
ASHE COUNTY

This agreement made and entered into this 21st day of May, 1956 by and between Ottis Miller and wife, Wilma Miller of Ashe County, North Carolina, parties of the first part and F. H. Brown of High Point, North Carolina, party of the second part.

WITNESSETH: The parties of the first part in consideration of the agreements herein after contained on the part of the party of the second part to be performed, hereby bargain, leases and grants unto the party of the second part, his heirs and assigns, all of the mineral and mineral interest with mining rights, and privileges on, in, and vertically under the following described tract of land, to-wit:

> Lying and being in North Carolina, Ashe County, Obids township, and known as the Alonzo Pare heirs' land and specifically described as follows:
>
> BEGINNING on a chestnut and running eastward to a branch; then running up with the branch to the Parkway line; then with the Parkway line to the E. A. Parsons line; then with E. A. Parsons line to the beginning, containing 25 acres, more or less and being a part of the land described in deed from Rudd Pare, et al to Ottis Miller, et ux, which deed is of record in the Office of Register of Deeds for Ashe County, to which record reference is hereby made for a specific description of said land.

The mineral and mineral interest, with mining rights and privileges, on, in, and vertically under the above described real estate is leased to the party of the second part, his heirs and assigns in consideration of the payment to the parties of the first part, their heirs and assigns, of the following amount, to-wit: Payment of twelve and one-half (12½) per cent of all sales of mica or other ore or mineral mined on, in, or vertically under the above described real estate and sold to anyone by the party of the second part, or his heirs or assigns. This payment to be made monthly on the first day of each month for all mica or mineral mined and sold in the preceding month. It is also agreed by and between the parties to this agreement that if the party of the second part, his heirs or assigns, should fail to make payment

as herein provided, for a period of three months for any mica or mineral sold under the terms of this agreement, then and in that event this lease shall become null and void.

It is agreed that the party of the second part shall have the sole and exclusive right to enter in and upon the lands hereinbefore described, for the purposes of prospecting for, developing, mining, treating and removing all minerals which may be found upon or under said lands for a period of five years and shall continue as long as the party of the second part, his heirs and assigns shall operate.

It is further agreed, however, if the party of the second part, his heirs or assigns, shall permanently cease operations for a period of six months, then and in that event this lease shall become null and void.

The party of the second part covenants with the parties of the first part that no damage shall be done to or upon said lands other than may be inherent and necessary in the donducting of prospecting, mining, and removing mica or ores therefrom and the party of the second part also agrees that as soon as mining operations are completed, the surface of said real estate where mining operations have been carried on, will be smoothed so as to leave the mining property in smooth and safe condition.

It is also agreed by and between the parties to this agreement that the parties of the first part, their heirs and assigns, shall have the right to the continued use of the above described tract of land for either tilling crops or grazing upon, except that portion thereof devoted to mining operations.

It is also agreed by and between the parties to this agreement that the party of the second part, his heirs or assigns, shall have the right to enter upon the above described property and remove therefrom all buildings, plant machinery and equipment which the party of the second part, his heirs and assigns may have placed thereon, therein or thereunder, at any time or times within a period of six months from the date the party of the second part,

his heirs and assigns, shall have ceased mining operations on the above described property.

It is also agreed that the party of the second part, his heirs and assigns, shall have a right-of-way over the lands of the parties of the first part beginning at a bridge in or near W. A. Severt's line and running southward such courses and distances as may be agreed upon between the parties to this agreement, to the above described real estate with the right of ingress to the party of the second part, his heirs and assigns, over said right-of-way.

Witness our hands and seals, the day and year first above written.

Otis Miller (SEAL)
Wilma Miller (SEAL)
Parties of the first part

A. J. Brown (SEAL)
Party of the second part

NORTH CAROLINA
ASHE COUNTY

This day personally appeared before the undersigned Notary Public, Otis Miller and wife, Wilma Miller and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 21st day of May, 1956.

Betty Jo Lewis (SEAL)
Notary Public

My Commission Expires Feb. 24, 1958

NORTH CAROLINA
ASHE COUNTY

This day personally appeared before the undersigned Notary Public, A. J. Brown, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 21st day of May, 1956.

Betty Jo Lewis (SEAL)
Notary Public

My Commission Expires Feb. 24, 1958

RECEIVED
JUN 15 1956

NORTH CAROLINA
ASHE COUNTY

This agreement made and entered into this 21st day of May, 1956 by and between W. E. Parsons and wife, Pearl Parsons of Ashe County, North Carolina, parties of the first part and A. T. Brown of High Point, North Carolina, party of the second part.

WITNESSETH: The parties of the first part in consideration of the agreements herein after contained on the part of the party of the second part to be performed, hereby bargains, leases and grants unto the party of the second part, his heirs and assigns, all of the mineral and mineral interest with mining, rights, and privileges on, in, and vertically under the following described tract of land, towit:

> Lying and being in North Carolina, Ashe County, Obids township, containing 100 acres more or less and known as the Jess Mash and Hugh Burgess land and for more specific description of same, reference is hereby made to the title deeds of W. E. Parsons and wife, Pearl Parsons, of record in the Office of Register of Deeds for Ashe County to which record reference is hereby made for specific description of said lands.

The mineral and mineral interest, withmining rights and privileges, on, in, and vertically under the above described real estate is leased to the party of the second part, his heirs and assigns in consideration of the payment to the parties of the first part, their heirs and assigns, of the following amount, to-wit: Payment of twelve and one-half (12½%) per cent of all sales or mica or other ore or mineral mined on, in, or vertically under the above described real estate and sold to anyone by the party of the second part, or his heirs or assigns. This payment to be made monthly on the first day of each month for all mica or mineral mined and sold in the preceding month. It is also agreed by and between the parties to this agreement that if the party of the second part, his heirs or assigns, should fail to make payment as herein provided, for a period of three months for any mica or mineral sold under the terms of this agreement, then and in that event this lease shall become null and void.

It is agreed that the party of the second part shall have the sole and exclusive right to enter in and upon the lands hereinbefore described, for the purposes of prospecting for, developing, mining, treating and removing all minerals which may be found upon or under said lands for a period of five years and shall continue as long as the party of the second part, his heirs and assigns shall operate.

It is further agreed, however, if the party of the second part, his heirs or assigns, shall permanently cease operations for a period of six months, then and in that event this lease shall become null and void.

The party of the second part covenant with the parties of the first part that no damage shall be done to or upon said lands other than may be inherent and necessary in the conducting of prospecting, mining, and removing mica or ores therefrom and the party of the second part also agrees that as soon as mining operations are completed, the surface of said real estate where mining operations have been carried on, will be smoothed so as to leave the mining property in smooth and safe condition.

It is also agreed by and between the parties to this agreement that the parties of the first part, their heirs and assigns, shall have the right to the continued use of the above described tract of land for either tilling crops or grazing upon, except that portion thereof devoted to mining operations.

It is also agreed by and between the parties to this agreement that the party of the second part, his heirs or assigns, shall have the right to enter upon the above described property and remove therefrom all buildings, plant machinery and equipment which the party of the second part, his heirs and assigns may have placed thereon, therein or thereunder, at any time or times within a period of six months from the date the party of the second part, his heirs and assigns, shall have ceased mining operations on the above described property.

It is also agreed that the party of the second part, his heirs and assigns, shall have a right-of-way over the lands of the parties of the first part beginning at a bridge in or near [illegible] A. Severt's line and running southward such courses and distances as may agreed upon between the parties to this agreement, to the above described real estate with the right of ingress to the party of the second part, his heirs and assigns, over said right-of-way.

Witness our hands and seals, the day and year first above written.

E E Parsons (SEAL)
Pearl Parsons (SEAL)
Parties of the first part

A T Brown (SEAL)
Party of the second part

NORTH CAROLINA
ASHE COUNTY

This day personally appeared before the undersigned Notary Public, E. E. Parsons and wife, Pearl Parsons, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 21st day of May, 1956.

My Commission Expires Feb. 24, 1959

Betty Jo Lewis (SEAL)
Notary Public

NORTH CAROLINA
ASHE COUNTY

This day personally appeared before the undersigned Notary Public, A. T. Brown, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 21st day of May, 1956.

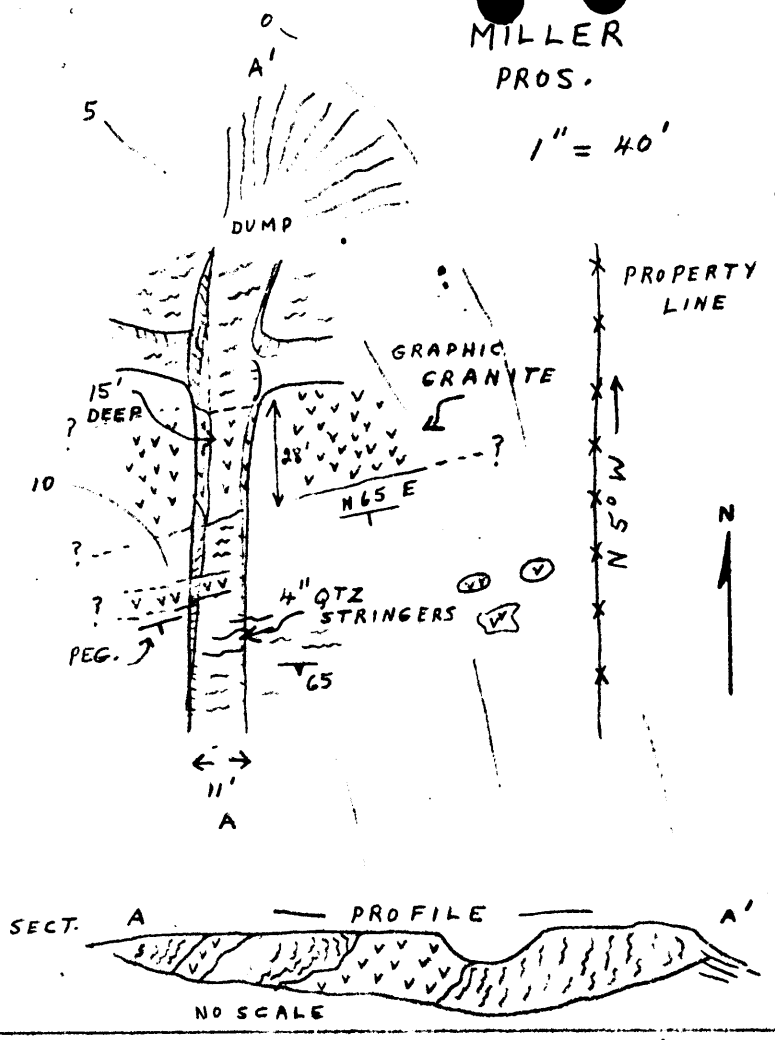
Betty Jo Lewis (SEAL)
Notary Public

My Commission Expires [illegible]

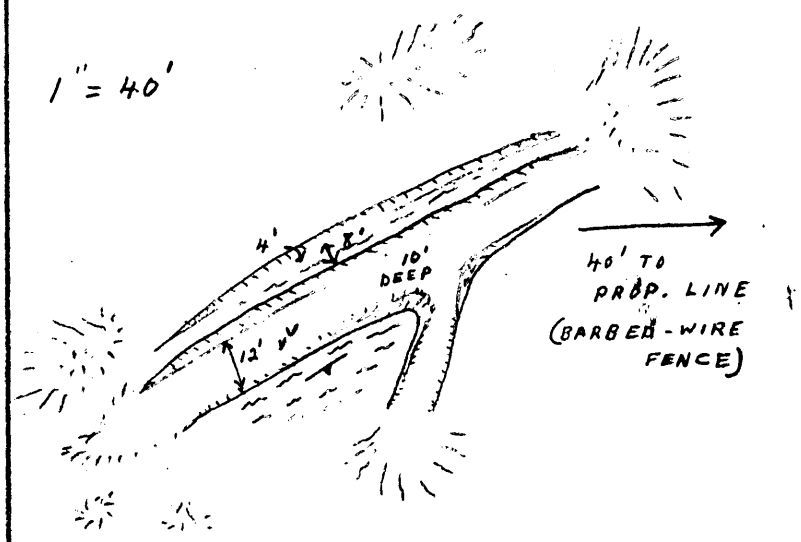
DMEA - 4339

MILLER PROS.

1" = 40'



1" = 40'



PARSON PROS. #1.

N

4339

INDEX MAP

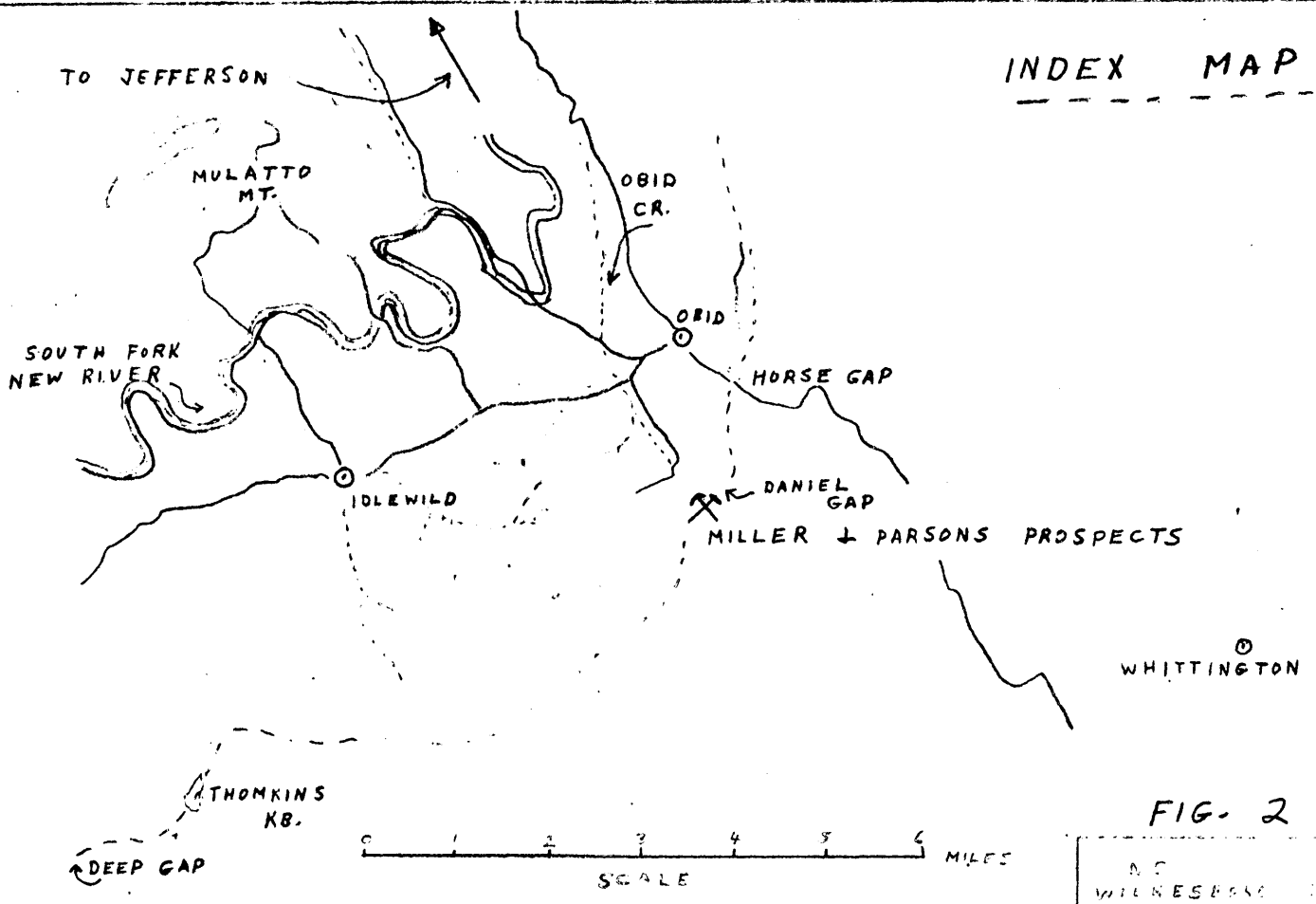


FIG. 2