DMEA Form 1

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA Docket No. 4423

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To:	Oper Com	Date	8-24-56
To:	F. E. Johnson	Date	8-27-56
To:	Oper Com.	Date	11-7-56
To:	F. E. Johnson	Date	11-7-56
To:	C & M	Date	11-7-56
To:	M & R	Date	11-7-56
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DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/6	Hood	600
5/6	Selledge	130
	Houk	130
	Nelson	130
5/6	Johnson	110
"	Mittendorf	100
5/7		220
		225

600

MAY - 6 1957

Mr. Frank W. Phillips
Slippery Elm Mining Company
Spruce Pine, North Carolina

Re: Docket No. DMEA-4423-Mica
Slippery Elm Mining Company
Slippery Elm Mine
Avery County, North Carolina

Dear Mr. Phillips:

Reference is made to your second application for exploration assistance dated April 5, 1957, presenting a different proposal but providing no new information to justify a project.

As we previously informed you, 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.

Your original application, denied on November 7, 1956, and the re-application have been carefully re-studied and we have again concluded that the revised program does not meet the criteria necessary to qualify for exploration assistance in that the probability of disclosure of significant reserves is not sufficiently promising to justify Government participation. Therefore, the denial of your application is reaffirmed.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 5/6/57
Copy to: Admr. R. File
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

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DATE	INITIALS	CODE
5/2	C	220
4/2	H	600
D. C.		

April 30, 1957

Memorandum

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

From: Field Team, DMEA, Region V

Subject: Application from Slippery Elm Mining Company (Mica)
Slippery Elm Mine, Avery County, North Carolina

Enclosed are the original and two copies of the subject application, accompanied by three copies of each lease and six copies of the Consent to Lien for each of the two tracts. We are keeping a copy of the application for our use.

Please note that an application by these same applicants for this same mine was denied on November 7, 1956 (DMEA-4423). Although the present proposal is slightly different from the other, there is not a single item of geologic information to support the present proposal, nor has anything new been added to the old application.

We recommend denial without a field re-examination.

Robert A. Laurence
Robert A. Laurence
Executive Officer

W. A. Beck
W. A. Beck for V. J. Lynch
Member, Bureau of Mines

Enclosures 5

EXTRA COPY DMEA RECEIVED MAY 2 1957		
DATE	INITIALS	CODE

April 30, 1957

Memorandum

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Robert A. Laurence
Executive Officer

W. A. Beck for V. J. Lynch
Member, Bureau of Mines

RAL/mg
Enclosures 5
cc - Oper. Committee (3)
Lynch
Shirley
Files

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DATE	INITIALS	CODE

April 30, 1957

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

From: Field Team, DMEA, Region V

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We recommend denial without a field-re-examination.

Robert A. Laurence
Executive Officer

W. A. Beck for W. J. Lynch
Member, Bureau of Mines

RAL/mg
Enclosures 5
cc - Oper. Committee (3)
Lynch
Shirley
Files

EXTRA COPY
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DATE	INITIALS	CODE

April 30, 1957

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

From: Field Team, DMEA, Region 7

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Executive Officer

W. A. Lech for W. C. Lynch
Member, Bureau of Mines

RAL/mg
Enclosures 5
cc - Oper. Committee (3)
Lynch
Shirley
Files

DMC-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED MAY 2 1957 D.M.E.A.

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. .....
Metal or Mineral .....
Date Received .....
Estimated Cost .....
Participation (Government %) .....

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: SLIPPERY ELM MINING CO.
c/o Frank W. Phillips
Spruce Pine, N. C.

Partnership:
Frank W. Phillips, Spruce Pine, N. C.
Lewie Aldridge, Spruce Pine, N. C.
Dayton Ingram, Rt. 3, Newland, N. C.
Robert Guy, Newland, N. C.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract .....

(*b*) State any mine name by which the property is known. SLIPPERY ELM MINING CO.

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

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

(*e*) If you own the land, describe any liens or encumbrances on it .....

(*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.

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16—66551-1

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 5 days and be completed within 18 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. 20 years

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 April 5, 1957, 195__

SLIPPERY ELM MINING CO.
(Applicant)

By Frank W. Phillips

Spruce Pine, N.C.

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

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DMEA
RECEIVED MAY 2 1957

DATE	INITIALS	CODE

SLIPPERY ELM MINING CO.
c/o Frank W. Phillips
Spruce Pine, N. C.

4. (a) This mine has been worked periodically for ~~about twenty years. It~~ has produced a big quanity of large size high quality mica with considerable amount of feldspar. Vein is consistent, but majority of mica has been found in rolls or pockets.

(b) Estimated value of mica produced from this mine: $500,000.00 under today's market.

(d) Road has been built to old workings. New roads built to each new prospect will be expensive, due to so much rock.

5. Present tool house, powder and exploder magazine can be used, also the equipment which has been used in old workings belong to applicants and can be furnished as thier part of the mining cost.

Mine is located 1½ miles East of Plumtree on Plumtree Creek road.

6. Estimate of costs:

Cost of roads ---------- $ 400.00

150 ft. drift @ $50 ----- 7500.00

200 " crosscut @ $35 ---- 7000.00

Prospect No. 1:
To Sink a 50 ft. incline, drift and crosscut 50 ft. each way.

Prospect No. 2:
To drive a 100 ft. drift and cross cut 50 ft. each way.

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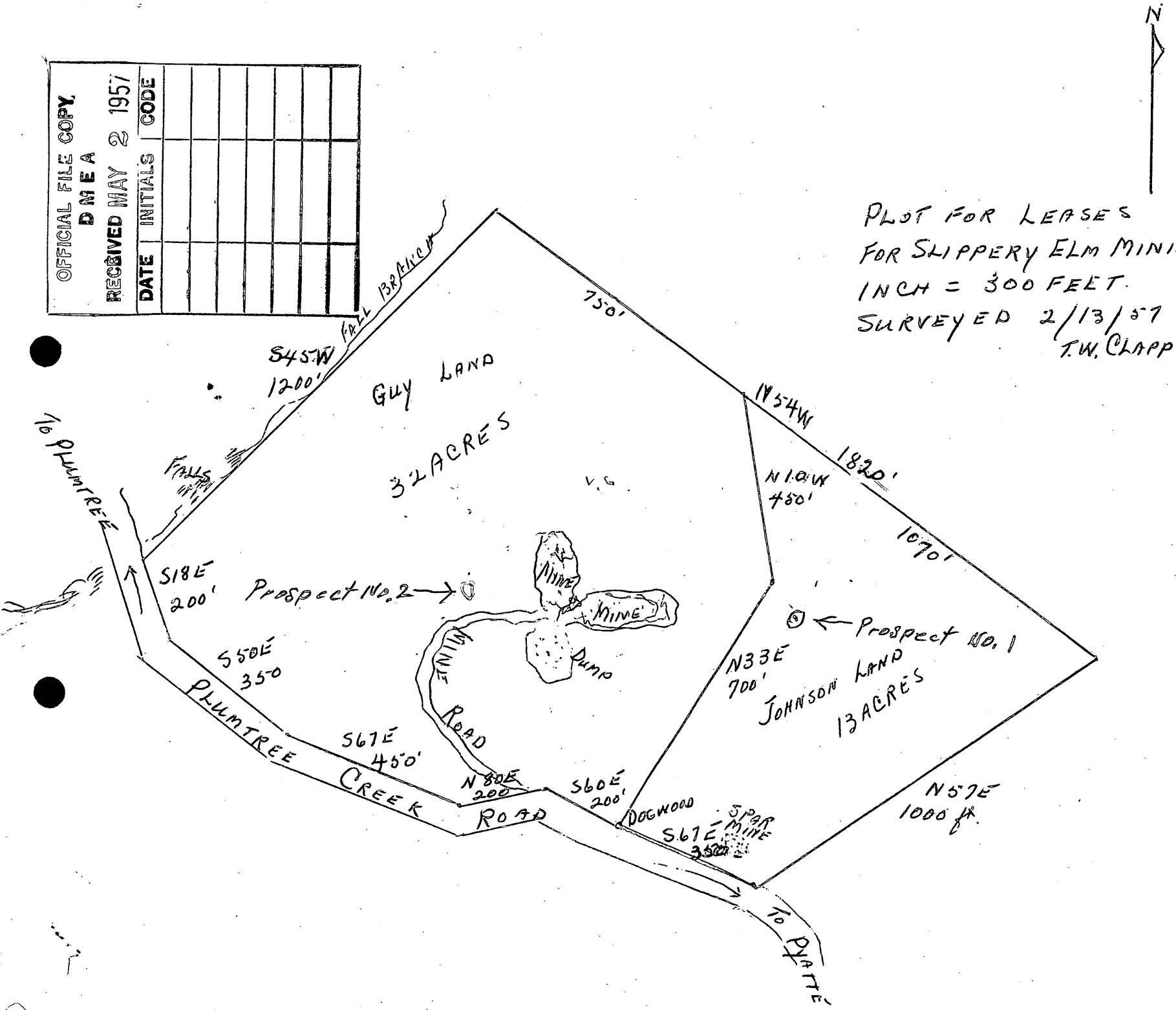
RECEIVED MAY 2 1957

DATE	INITIALS	CODE



MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED MAY 2 1957 D.M.E.A.

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. .....
Metal or Mineral .....
Date Received .....
Estimated Cost .....
Participation (Government %) .....

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: SLIPPERY ELM MINING CO.
c/o Frank W. Phillips
Spruce Pine, N. C.

Partnership:
Frank W. Phillips, Spruce Pine, N. C.
Lewis Aldridge, Spruce Pine, N. C.
Dayton Ingram, Rt. 3, Newland, N. C.
Robert Guy, Newland, N. C.

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

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

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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 .....

(*b*) State any mine name by which the property is known. SLIPPERY ELM MINING CO.

(*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.

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

RECEIVED APR 29 1957 U. S. Geological Survey Geologic Division Knoxville, Tenn.

16—66551-1

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(*c*) The work will start within 6 days and be completed within 18 months from the date of an exploration project contract.

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Dated April 5, 1957, 195

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(Applicant)

By Frank W. Phillips

Spruce Pine, N.C.

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

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DMEA
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DATE	INITIALS	CODE

SLIPPERY ELM MINING CO.
c/o Frank W. Phillips
Spruce Pine, N. C.

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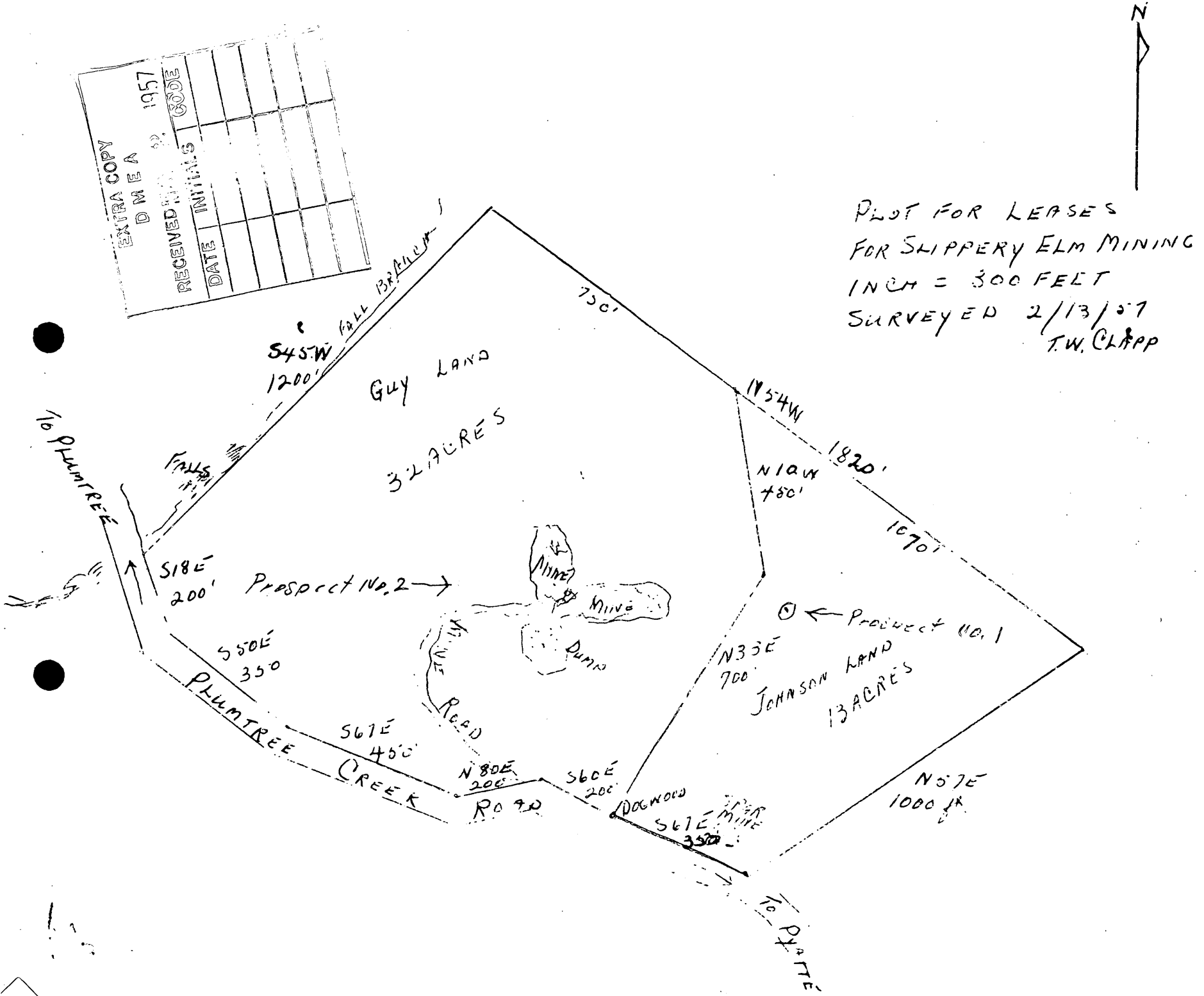
1957



MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED MAY 2 1957 D.M.E.A.

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Partnership:
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Dayton Ingram, Rt. 3, Newland, N. C.
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SLIPPERY ELM MINING CO.
lessee

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

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

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

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

RECEIVED APR 29 1957

16—68551-1

mica

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

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

(*c*) The work will start within 5 days and be completed within 18 months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation 20 years ility 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 April 5, 1957, 195__

SLIPPERY ELM MINING CO.
(Applicant)

By Frank W. Phillips

Spruce Pine, N.C.

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

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SLIPPERY ELM MINING CO.
c/o Frank W. Phillips
Spruce Pine, N. C.

4. (a) This mine has been worked periodically for about twenty years. It has produced a big quanity of large size high quality mica with considerable amount of feldspar. Vein is consistent, but majority of mica has been found in rolls or pockets.

(b) Estimated value of mica produced from this mine: $500,000.00 under today's market.

(d) Road has been built to old workings. New roads built to each new prospect will be expensive, due to so much rock.

5. Present tool house, powder and exploder magazine can be used, also the equipment which has been used in old workings belong to applicants and can be furnished as thier part of the mining cost.

Mine is located 1½ miles East of Plumtree on Plumtree Creek road.

6. Estimate of costs:

Cost of roads ---------- $ 400.00

150 ft. drift @ $50 ----- 7500.00

200 " crosscut @ $35 ---- 7000.00

Prospect No. 1:
To Sink a 50 ft. incline, drift and crosscut 50 ft. each way.

Prospect No. 2:
To drive a 100 ft. drift and cross cut 50 ft. each way.

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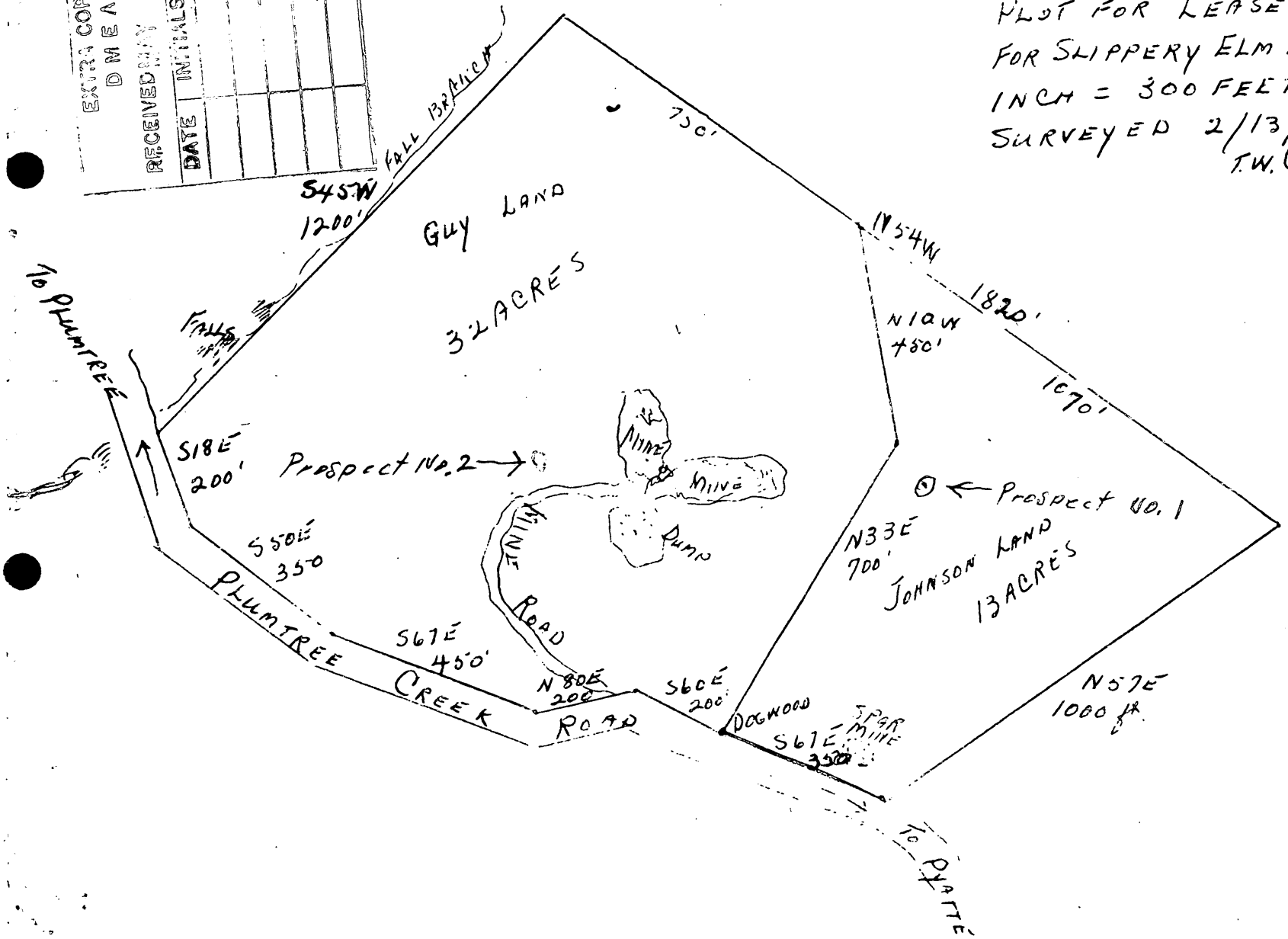
PLOT FOR LEASES
FOR SLIPPERY ELM MINING
INCH = 300 FEET
SURVEYED 2/13/57
T.W. CLAPP



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NORTH CAROLINA

AVERY COUNTY

THIS MINING LEASE, made and entered into this 10 day of March, 1957, by and between VANCE-GUY CORPORATION, a Corporation existing under and by virtue of the laws of the State of Delaware, with its principal office located in the Town of Newland, Avery County, North Carolina, party of the first part, hereinafter referred to as OWNER: and FRANK W. PHILLIPS, DAYTON INGRAM, LEWIE ALDRIDGE and ROBERT B. GUY, parties of the second part, hereinafter referred to as LESSEES;

W I T N E S S E T H :

That the OWNER, for and in consideration of the performance of the conditions and agreements and on the payment of royalties as hereinafter required, has bargained and leased and by these presents does bargain, lease and grant unto the LESSEES, their successors and assigns, for the period of time fixed in Paragraph One below, the following described real property for mining purposes, lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

> BEGINNING on a dogwood on the North side of Plumtree Creek, ~~same~~ Road being the beginning corner of the Johnson-Guy lands, and running thence, with the road, North 60° West 200 feet; North 80° West 200 feet; North 67° West 450 feet; North 50° West 350 feet; North 18° West 200 feet to Fall Branch; thence, leaving the said road and up the branch, North 45° East 1200 feet to a stake; thence South 54° East 750 feet to the Johnson line, thence with the Johnson line South 10° East 450 feet to a stake; thence South 33° West 700 feet to the point of beginning: containing 32 acres, more or less.

TO HAVE AND TO HOLD, the said mine for mining purposes unto the LESSEES, their successors and assigns for the period of time fixed in Paragraph One below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and be in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided; it being expressly understood and agreed that the LESSEES shall have the option to renew the said lease upon its

original terms and conditions for an additional period of five (5) years by delivering to the OWNER written notice of such intent not more than 120 and not less than 90 days prior to the expiration date hereof.

If the LESSEES should, for any cause whatever, fail for a period of _____ days at any one time to conduct mining operations on the above described property in a workmanlike manner, weather permitting, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work said mine, then and in that event this lease shall automatically terminate and be of no further effect and, upon the termination of this lease, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNER, or its agent, makes specific demand upon the LESSEES, or their agent hereinafter designated, for such payment of royalty and the LESSEES fail to make full payment thereof within _____ days from the date of such demand, then and in that event the OWNER, at its option, may declare this lease terminated and of no further force and effect and, upon such termination, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES, their agent, servants and employees shall have a right to enter upon said premises and search for, dig, quarry and obtain mica, feldspar and any and all other minerals and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect. Said LESSEES shall have and are hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads or ways and shall have a right to construct, maintain and repair other necessary roads, power lines and ways so as to mine said mine and remove the minerals and products therefrom.

The LESSEES shall have and are hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mine.

3. MANNER OF WORK. The LESSEES shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workmanlike manner and the failure to do so for a period of _____ days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Parabraph One above.

4. ROYALTY. The LESSEES shall and hereby expressly agree to pay to the OWNER a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8) of the sales price at the point of sale of all mica;

(b) Fifty (50) cents per long ton (2240 lbs.) of all feldspar; and

(c) The usual and customary royalty prevailing in this locality on any and all other minerals.

Payment of royalty shall be paid by the LESSEES to the OWNER immediately after each sale and particularly within _____ days from each sale of any mica, feldspar or other minerals from said premises.

5. STATEMENTS AND RECORDS. The LESSEES shall keep an accurate daily record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all weights and amounts of other minerals mined and removed from said premises, and at the time of payment of any royalty, the LESSEES shall furnish to the OWNER, or its agent, a duplicate statement from the purchaser showing the amounts, weights, and prices of such minerals mined and removed from said premises.

The LESSEES shall also, at any time, exhibit to the OWNER, or its agent, the daily record of mica and the record of all other minerals mined and removed from said premises hereinabove required to be kept by the LESSEES.

The LESSEES shall keep all the required books and records at their principal place of business in the County of Avery, State of North Carolina, so as to be reasonably accessible to the OWNER.

The OWNER, or its agent, shall have a right to inspect all books and records of the LESSEES as to all minerals mined from said premises.

6. PREPARING MICA. All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

7. ASSIGNMENT. It is expressly understood and agreed that this lease shall not be transferred or assigned without the written consent of the OWNER.

8. AGENT. For the purpose of receiving payment of all royalties due under this lease and for the purpose of making any demand or giving any notice under the terms of this lease, Margaret G. Penland, Newland, North Carolina, is hereby appointed and constituted as agent for the OWNER.

For the purpose of receiving notice, demand and service of process relating to any and all matters growing out of or coming under the terms of this lease, (name) _____, (address) _____, is hereby appointed and constituted as agent and process agent for the LESSEES.

9. COVENANTS. The OWNER covenants to and with the LESSEES, their successors and assigns that it has a right to execute this lease upon the terms herein contained; that the mine hereby leased is free and clear from all encumbrances; that the LESSEES shall have and enjoy peaceful possession and use of said mine and mining rights as stated in this lease; and that the OWNER will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said parties hereto have executed this Mining Lease in duplicate originals, one of which is retained by each of the said parties, the day and year first above written.

VANCE-GUY CORPORATION (OWNER)

Attest: Margaret G. Penland (SEAL)
Secretary-Treasurer

By: Ivor C. Vance
President

_____ (SEAL)
Lessee

Frank W. Phillips (SEAL)
Lessee

Lennie Edwards (SEAL)
Lessee

Dayton Ingram (SEAL)
Lessee

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Georgia A. LaBarbera, a Notary Public in and for said County and State, do hereby certify that MARGARET G. PENLAND personally came before me this day and acknowledged that she is Secretary-Treasurer of Vance-Guy Corporation, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, IVOR C. VANCE, sealed with its corporate seal, and attested by herself as its Secretary-Treasurer.

WITNESS my hand and Notarial Seal this 12 day of March, 1957.

Georgia A. La Barbera
Notary Public

My commission expires May 14, 1958

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Kenneth McKinney, a Notary Public in and for said County and State, do hereby certify that FRANK W. PHILLIPS, DAYTON INGRAM, LEWIE ALDRIDGE and ROBERT B. GUY 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 4 day of April, 1957.

Kenneth McKinney
Notary Public

My commission expires 8/17/57

NORTH CAROLINA AVERY COUNTY.

Each of the foregoing certificates, namely, Georgia LaBarbera and Kenneth McKinney, Notaries Public of the State and County designated, each duly authenticated by the impression thereon of their respective Notarial seal, are adjudged to be correct and sufficient. Therefore let said instrument together with these certificates be recorded.

This 6th day of April, 1957.

J. W. Boyd Mason
C.S.C.

NORTH CAROLINA
AVERY COUNTY } OFFICE OF REGISTER OF DEEDS

Filed for registration at 10 o'clock a M. on the 6 day of April 1957, and registered in this office in book 53 at page 274-276, this the 6 day of April 1957.

Grant Webb
Register of Deeds

MINING LEASE

Between

VANCE-GUY CORPORATION

And

FRANK W. PHILLIPS, DAYTON INGRAM,
LEWIE ALDRIDGE and ROBERT B. GUY

J. RAY BRASWELL
ATTORNEY AT LAW
NEWLAND, NORTH CAROLINA

10 March,

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DATE	INITIALS	CODE

Road

original [illegible] conditions for an additional period of five (5) years by [illegible] and [illegible] of the [illegible] and [illegible] [illegible].

[illegible]

[illegible] or

[illegible]

[illegible] y [illegible] d, [illegible]

7. [illegible] It is mutually understood and agreed that the [illegible]

Joe C. Vance

Frank W. Phillips

Lewis Aldridge

Division Engineer

10 March,

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DATE	INITIALS	CODE

Road

[illegible] conditions for an [illegible] period of five (5) years by [illegible] petition [illegible] not more than [illegible] and [illegible].

Joe C. Vance

Frank W. Phillips

Louise Aldridge

Director [illegible]

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RECEIVED 1957

DATE	INITIALS	CODE

NORTH CAROLINA

AVERY COUNTY

THIS MINING LEASE made and entered into this 10 day of March, 1957, by and between FRIEL T. VANCE and wife, ALISE VANCE, IVOR C. VANCE and wife, DAISY VANCE, SAM K. VANCE and wife, VIVIAN VANCE, and CLARICE V. ODOM and husband, SAM ODOM, being all of the devisees and heirs at law of David T. Vance, late of Avery County, North Carolina, parties of the first part, hereinafter referred to as OWNERS; and FRANK W. PHILLIPS, DAYTON INGRAM, LEWIE ALDRIDGE and ROBERT B. GUY, parties of the second part, hereinafter referred to as LESSEES;

W I T N E S S E T H :

That the OWNERS, for and in consideration of the performance of the conditions and agreements and on the payment of royalties as hereinafter required, have bargained and leased and by these presents do bargain, lease and grant unto the LESSEES, their successors and assigns, for the period of time fixed in Paragraph One below, the following described real property for mining purposes, lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

> BEGINNING on a dogwood, corner to the Johnson-Guy lands, same being located on the North side of Plumtree Creek Road, and running thence North 33° East 700 feet to a stake; thence North 10° West 450 feet to a stake; thence South 54° East 1070 feet to a stake; thence South 57° West 1000 feet to a stake in the Northern margin of Plumtree Creek Road; thence, with the said road, North 67° West 350 feet to the point of beginning: containing 13 acres more or less.

TO HAVE AND TO HOLD, the said mine for mining purposes unto the LESSEES, their successors and assigns for the period of time fixed in Paragraph One below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and be in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided; it being expressly understood and agreed that the LESSEES shall have the option to renew the said lease upon its original terms and conditions for an additional period of five (5) years by

delivering to the OWNERS written notice of such intent not more than 120 and not less than 90 days prior to the expiration date hereof.

If the LESSEES should, for any cause whatever, fail for a period of _____ days at any one time to conduct mining operations on the above described property in a workmanlike manner, weather permitting, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work said mine, then and in that event this lease shall automatically terminate and be of no further effect and, upon the termination of this lease, the OWNERS shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

If the LESSEES should fail to pay any royalty at the time payment is due and the OWNERS, or their agent, make specific demand upon the LESSEES, or their agent hereinafter designated, for such payment of royalty and the LESSEES fail to make full payment thereof within _____ days from the date of such demand, then and in that event the OWNERS, at their option, may declare this lease terminated and of no further force and effect and, upon such termination, the OWNERS shall have a right to re-enter and take possession of the premises without further notice to the LESSEES.

2. MINING RIGHTS. The LESSEES, their agent, servants and employees shall have a right to enter upon said premises and search for, dig, quarry and obtain mica, feldspar and any and all other minerals and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSEES may elect. Said LESSEES shall have and are hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads or ways and shall have a right to construct, maintain and repair other necessary roads, power lines and ways so as to mine said mine and remove the minerals and products therefrom.

The LESSEES shall have and are hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mine.

3. MANNER OF WORK. The LESSEES shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations

upon said premises in a workmanlike manner and the failure to do so for a period of _____ days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Paragraph One above.

4. ROYALTY. The LESSEES shall and hereby expressly agree to pay to the OWNERS a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8) of the sales price at the point of sale of all mica;

(b) Fifty (50) cents per long ton (2240 lbs.) of all feldspar; and

(c) The usual and customary royalty prevailing in this locality on any and all other minerals.

Payment of royalty shall be paid by the LESSEES to the OWNERS immediately after each sale and particularly within _____ days from each sale of any mica, feldspar or other minerals from said premises.

5. STATEMENTS AND RECORDS. The LESSEES shall keep an accurate daily record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all weights and amounts of other minerals mined and removed from said premises, and at the time of payment of any royalty, the LESSEES shall furnish to the OWNERS, or their agent, a duplicate statement from the purchaser showing the amounts, weights and prices of such minerals mined and removed from said premises.

The LESSEES shall also, at any time, exhibit to the OWNERS, or their agent, the daily record of mica and the record of all other minerals mined and removed from said premises hereinabove required to be kept by the LESSEES.

The LESSEES shall keep all the required books and records at their principal place of business in the County of Avery, State of North Carolina, so as to be reasonably accessible to the OWNERS.

The OWNERS, or their agent, shall have a right to inspect all books and records of the LESSEES as to all minerals mined from said premises.

6. PREPARING MICA. All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

7. ASSIGNMENT. It is expressly understood and agreed that this lease shall not be transferred or assigned without the written consent of the OWNERS.

8. AGENT. For the purpose of receiving payment of all royalties due under this lease and for the purpose of making any demand or giving any notice under the terms of this lease, (name) Sam K. Vance, (address) Phoenix, Ariz., is hereby appointed and constituted as agent for the OWNERS.

For the purpose of receiving notice, demand and service of process relating to any and all matters growing out of or coming under the terms of this lease, (name) _____, (address) _____, is hereby appointed and constituted as agent and process agent for the LESSEES.

9. COVENANTS. The OWNERS covenant to and with the LESSEES, their successors and assigns that they have a right to execute this lease upon the terms herein contained; that the mine hereby leased is free and clear from all encumbrances; that the LESSEES shall have and enjoy peaceful possession and use of said mine and mining rights as stated in this lease; and that the OWNERS will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said parties hereto have executed this Mining Lease in duplicate originals, one of which is retained by each of the said parties, the day and year first above written.

Friel T. Vance (SEAL) Friel T. Vance	Clarice V. Odom (SEAL) Clarice V. Odom
Alise Vance (SEAL) Alise Vance	Sam Odom (SEAL) Sam Odom
Ivor C. Vance (SEAL) Ivor C. Vance	Lessee (SEAL) Lessee
Daisy Vance (SEAL) Daisy Vance	Frank W. Phillips (SEAL) Lessee
Sam K. Vance (SEAL) Sam K. Vance	Lessee (SEAL) Lessee
Vivian Vance (SEAL) Vivian Vance	Lessee (SEAL) Lessee

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that FRIEL T. VANCE and wife, ALISE VANCE, IVOR C. VANCE and wife, DAISY VANCE, SAM K. VANCE and wife, VIVIAN VANCE, and CLARICE V. ODOM and husband, SAM ODOM, personally appeared before me this day and that they each acknowledged the due execution of the foregoing Mining Lease for the purposes therein expressed.

WITNESS my hand and Notarial Seal this 14 day of March, 1957.

Henry Bradson
Notary Public

My commission expires July 15 1958

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Kenneth R McKinney, a Notary Public in and for said County and State do hereby certify that FRANK W. PHILLIPS, DAYTON INGRAM, LEWIE ALDRIDGE and ROBERT B. GUY personally appeared before me this day and that they each acknowledged the due execution of the foregoing Mining Lease for the purposes therein expressed.

WITNESS my hand and Notarial Seal this 4 day of April, 1957.

Kenneth R McKinney
Notary Public

My commission expires 8/17/57

STATE OF NORTH CAROLINA, AVERY COUNTY

The foregoing certificate of _____ a Notary Public of _____ County, State of _____ under his official seal, is adjudged to be correct. Let the said instrument and the certificate be registered.

This _____ day of _____ 195____

Clerk of Superior Court

NORTH CAROLINA
AVERY COUNTY } OFFICE OF REGISTER OF DEEDS

Filed for registration at _____ o'clock _____ M. on the _____ day of _____ 195____, and registered in this office in Book _____ at page _____, this the _____ day of _____ 195____

Register of Deeds

NORTH CAROLINA,
AVERY COUNTY.

Each of the foregoing certificates, namely, Harry Burleson, and Kenneth McKinney, Notaries Public of the State and County designated, each duly authenticated by the impression thereon of their respective Notarial seal, are adjudged to be correct and sufficient. Therefore let said instrument together with these certificates be recorded.

This 6the day of April, 1957.

J. W. Buckman
C.S.C.

NORTH CAROLINA
AVERY COUNTY } OFFICE OF REGISTER OF DEEDS

Filed for registration at 10 o'clock a M. on the 6 day of April 1957, and registered in this office in book 53 at page 277 this the 6 day of april 1957.

Frank Welch
Register of Deeds

M I N I N G L E A S E

Between

DAVID T. VANCE HEIRS

And

FRANK W. PHILLIPS, DAYTON INGRAM,
LEWIE ALDRIDGE and ROBERT B. GUY

J. RAY BRASWELL
ATTORNEY AT LAW
NEWLAND, NORTH CAROLINA

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[illegible] 10 [illegible] March, [illegible], being all of the [illegible] [illegible] referred to as [illegible]

[illegible]

[illegible] of the [illegible] hereinafter [illegible] for the period of [illegible] North [illegible] follows:

> [illegible] Road, [illegible]

[illegible] the [illegible]

1. [illegible] thereof [illegible] expressly understood and agreed that [illegible] to renew the said lease [illegible] for an additional period of five (5) years by

3

delivering to [illegible] written notice of such intent not more than 120 and not less than 30 days prior to the expiration date hereof.

If the [illegible] shall, for any cause whatever, fail for a period of _____ days or more to conduct mining operations on the above described premises [illegible] reasonable prudence, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work said mine, then [illegible] shall automatically terminate and be of no further effect, upon the termination of this lease, the [illegible] shall have the right to re-enter and take possession of the premises without further notice to the [illegible].

If the [illegible] shall be in default in the time payment of royalty at the time payment is due and the [illegible], for a period of [illegible] days, or their agent [illegible], for such payment of royalty and the [illegible] fail to make such payment thereof within _____ days from the date of such demand, then and in that event the [illegible], at their option, may declare this lease terminated and of no further force and effect and, upon such termination, the [illegible] shall have the right to re-enter and take possession of the premises without further notice to the [illegible].

2. [illegible]. The [illegible], their agent, servants and employees shall have the right to [illegible] said premises and search for, dig, quarry and obtain ice, [illegible] and all other minerals and, in so doing, may use bulldozers and any other machinery, equipment, tools, appliances and labor as the [illegible] may elect. Said [illegible] shall have and are hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads or ways and shall have a right to construct, maintain and repair other necessary roads, power lines and equipment to mine said mine and remove the minerals and products therefrom.

The L[illegible] shall [illegible] are hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mine.

3. [illegible]. The [illegible] shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations

upon said premises by [illegible] power and the failure to do so for a period of _____ days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Paragraph One above.

4. _____. The Lessee shall and hereby expressly agrees to pay to the Lessor a royalty equal to the following mineral mined and removed from said premises as follows:

(a) [illegible] (1/6) of the gross price at the point of sale of all iron;

(b) Fifty (50) cents per long ton (2240 lbs.) of all [illegible]; and

(c) [illegible] royalty equal to this locality on any and all other minerals.

[illegible] royalty [illegible] to the [illegible] immediately after each sale and continuously with in _____ days from each sale of any iron, [illegible] other minerals from said premises.

5. _____. The Lessee shall keep accurate daily record of the [illegible] shall be mined from said premises and shall keep an accurate record of all [illegible] of other minerals mined and removed from said premises, [illegible] royalty, the Lessee shall [illegible] to the [illegible], or his agent, a duplicate statement from the purchaser showing the amount, weights and prices of such minerals mined and removed from said premises.

The Lessee shall also, at any time, exhibit to the [illegible] or their agent, the daily record of iron and the record of all other minerals mined and removed from said premises [illegible] to contract by the [illegible].

The Lessee shall keep all the required books and records at their principal place of business in the County of [illegible], State of North Carolina, so as to be reasonably accessible to the [illegible].

The [illegible], or their agent, shall have right to inspect all books and records of the Lessee as to all minerals mined from said premises.

6. _____. All iron mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such iron is prepared and removed for market.

7. [illegible]. [illegible] lease shall not be assigned or [illegible] without the written consent of the [illegible].

8. [illegible]. For the purpose of receiving payment of all royalties due under this lease [illegible] or giving any notice under the terms of this lease, (name) _____, (address) _____, is hereby appointed and constituted as agent for [illegible].

For the purpose of receiving service of process relating to any and all matters resulting out of or connected under the terms of this lease, (name) _____, (address) _____, is hereby appointed and constituted as [illegible] process agent for the [illegible].

9. [illegible]. The [illegible], their successors and assigns hereby [illegible] and agree to execute this lease upon the terms herein contained [illegible] free and clear from all encumbrances; and the [illegible] shall have and enjoy peaceful possession and use of said [illegible] and rights granted in this lease; and that the [illegible] will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

10. [illegible], this [illegible] has been executed this [illegible] lease in duplicate [illegible], one of which is retained by each of the said parties, the day and year first above written.

Fred Vance (SEAL) Fred T. Vance	Clarice V. Adom (SEAL) Clarice V. Adom
Alice Vance (SEAL) Alice Vance	Lan Adom (SEAL) Lan Adom
Ivor C. Vance (SEAL) Ivor J. Vance	_____ (SEAL) Lessee
Daisy Vance (SEAL) Daisy Vance	Frank W. Phillips (SEAL) Frank
Sam Vance (SEAL) Sam F. Vance	Lonnie Aldridge (SEAL) Lonnie
Vivian Vance (SEAL) Vivian Vance	Dayton Ingram (SEAL) Lessee

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that [illegible], and wife, [illegible], [illegible] and wife, [illegible], [illegible] and wife, [illegible], and [illegible], husband, and wife, personally appeared before me this day and that they each acknowledged the execution of the foregoing Mining Lease for the purposes therein expressed.

Witness my hand and notarial seal this 14 day of March, 1957.

Henry Pinkston
Notary Public

My commission expires July 15 1956

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, _____, a Notary Public in and for said County and State do hereby certify that [illegible], [illegible], [illegible], and [illegible] personally appeared before me this day and that they each acknowledged the execution of the foregoing Mining Lease for the purposes therein expressed.

Witness my hand and notarial seal this ____ day of _____, 1957.

_____
Notary Public

My commission expires _____

EXTRA COPY
D M E A
RECEIVED

DATE	IN	OUT

1.0 March.,

Road,

Fred T. Vance

Alice Vance

Ivor C. Vance

Daisy Vance

Samuel Vance

Vivian Vance

Clarice V. Adams

Sam Adams

Frank W. Phillips

Lenice Aldridge

Dayton Vance

14 March

Henry Bruleson

July 15 1958

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

RECEIVED MAY 2 1957 DMEA

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows: 2/

See attached statement

_____,
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;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

VANCE-GUY CORPORATION

Ivor C. Vance President	[Seal]	Plumtree, N. C.	[Address]
Margaret G. Penland Secretary-Treasurer	[Seal]	Newland, N. C.	[Address]
Robert G. Gay Lessee	[Seal]		[Address]
Frank W. Phillips Lessee	[Seal]	Spruce Pine, N.C.	[Address]
Lonnie Aldridge Lessee	[Seal]	Plum tree N.C.	[Address]
Dayton Wyrom Lessee	[Seal]	Newland, N. C.	[Address]

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

Margaret G. Penland
[Corporate Seal]

Lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

BEGINNING on a dogwood on the North side of Plumtree Creek Road, same being the beginning corner of the Johnson-Guy lands, and running thence, with the road, North 60° West 200 feet; North 80° West 200 feet; North 67° West 450 feet; North 50° West 350 feet; North 18° West 200 feet to Fall Branch; thence, leaving the said road and up the branch, North 45° East 1200 feet to a stake; thence South 54° East 750 feet to the Johnson line, thence with the Johnson line South 10° East 450 feet to a stake; thence South 33° West 700 feet to the point of beginning: containing 32 acres, more or less.

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAY 2 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of _____ State of _____, described as follows: 2/

_____

_____

_____

_____,

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;

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Joe C. Nance	[Seal]	[redacted]	[Address]
Margaret G. Penland	[Seal]	[redacted]	[Address]
[illegible]	[Seal]		[Address]
Frederick W. Phillips	[Seal]	Spruce Pine, N.C.	[Address]
Lonnie Ulderdale	[Seal]	Plumtree, N.C.	[Address]
Dayton Wynord	[Seal]	[redacted]	[Address]

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

Margaret G. Penland
[Corporate Seal]

Lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

BEGINNING on a dogwood on the North side of Flumtree Creek Road same being the beginning corner of the Johnson-Guy lands, and running thence, with the road, North 60° East 200 feet; North 80° West 200 feet; North 67° West 450 feet; North 50° West 350 feet; North 18° West 200 feet to Fall Branch; thence, leaving the said road and up the branch, North 45° East 1200 feet to a stake; thence South 54° East 750 feet to the Johnson line, thence with the Johnson line South 10° East 450 feet to a stake; thence South 33° West 700 feet to the point of beginning: containing 32 acres, more or less.

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAY 2 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as follows: 2/

See attached statement

_____,

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

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

VANCE-GUY CORPORATION

Ivor C. Vance [Seal] Plumtree, N. C. [Address]
President

Margaret S. Penland [Seal] Newland, N. C. [Address]
Secretary-Treasurer

[Seal] [Address]
Lessee

Frank W. Phillips [Seal] Spruce Pine, N.C. [Address]
Lessee

Lewis Wheadon [Seal] Plumtree, N.C. [Address]
Lessee

Dayton Ingram [Seal] Newland, N. C. [Address]
Lessee

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

Margaret S. Penland
[Corporate Seal]

Lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

BEGINNING on a dogwood on the North side of Plumtree Creek Road same being the beginning corner of the Johnson-Guy lands, and running thence, with the road, North 60° West 200 feet; North 80° West 200 feet; North 67° West 450 feet; North 50° West 350 feet; North 18° West 200 feet to Fall Branch; thence, leaving the said road and up the branch, North 45° East 1200 feet to a stake; thence South 54° East 750 feet to the Johnson line, thence with the Johnson line South 10° East 450 feet to a stake; thence South 33° West 700 feet to the point of beginning; containing 32 acres, more or less.

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of _____ State of _____, described as follows: 2/

_____

_____

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_____,

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7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Joe C. Vance	[Seal]	[illegible], N. C.	[Address]
Margaret S. Pineland	[Seal]	[illegible], N. C.	[Address]
[illegible]	[Seal]		[Address]
Frank W. Phillips	[Seal]	Spruce Pine, N.C.	[Address]
Lennie Wilmoth	[Seal]	Plumtree, N.C.	[Address]
Dayton Hyman	[Seal]	[illegible], N. C.	[Address]

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

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[Corporate Seal]

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Operator _____
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7. Added provision: None (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Ivor C. Vance, President	[Seal]	Plumtree, N. C.	[Address]
Margaret G. Penland, Secretary-Treasurer	[Seal]	Penland, N. C.	[Address]
Lessee	[Seal]		[Address]
Frank W. Phillips, Lessee	[Seal]	Spruce Pine, N.C.	[Address]
Lennie Wilkerson, Lessee	[Seal]	Plumtree, N.C.	[Address]
Dayton Ingram, Lessee	[Seal]	Penland, N. C.	[Address]

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

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Operator _____
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Dated this _____ day of _____, 195__.

VANCE-GUY CORPORATION

Ivor C. Vance President	[Seal]	Plumtree, N. C.	[Address]
Margaret G. Penland Secretary-Treasurer	[Seal]	Newland, N. C.	[Address]
Lessee	[Seal]		[Address]
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I, Margaret G. Penland certify that I am the Secretary-Treasurer (Secretary, etc.) of the corporation named herein; that Ivor C. Vance who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Margaret G. Penland
[Corporate Seal]

Lying and being in Toe River Township, Avery County, North Carolina, and being more fully described as follows:

BEGINNING on a dogwood on the North side of Plumtree Creek Road, same being the beginning corner of the Johnson-Guy lands, and running thence, with the road, North 60° West 200 feet; North 80° west 200 feet; North 67° West 450 feet; North 50° West 350 feet; North 18° West 200 feet to Fall Branch; thence, leaving the said road and up the branch, North 45° East 1200 feet to a stake; thence South 54° East 750 feet to the Johnson line, thence with the Johnson line South 10° East 450 feet to a stake; thence South 33° West 700 feet to the point of beginning: containing 32 acres, more or less.

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED MAY 2 1957 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of Avery State of North Carolina, described as follows: 2/

See attached statement

_____,

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;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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

2/ 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this _____ day of _____, 195__.

Friel T. Vance	[Seal]	Plumtree, N. C.	[Address]
Alise Vance	[Seal]	Plumtree, N. C.	[Address]
Ivor C. Vance	[Seal]	Plumtree, N. C.	[Address]
Daisy Vance	[Seal]	Plumtree, N. C.	[Address]
Sam K. Vance	[Seal]	Plumtree, N. C.	[Address]
Vivian Vance	[Seal]	Plumtree, N. C.	[Address]

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_____
[Corporate Seal]

Clarice V. Odom	(SEAL)	Plumtree, N. C.	(ADDRESS)
Sam Odom	(SEAL)	Plumtree, N. C.	(ADDRESS)
Frank W. Phillips	(SEAL)	Spruce Pine N.C.	(ADDRESS)
Dayton Ingram	(SEAL)	Newland N.C.	(ADDRESS)
Lewie Aldridge	(SEAL)	Plumtree N.C.	(ADDRESS)
Robert B. Guy	(SEAL)	Newland, N. C.	(ADDRESS)

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MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
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Dated this _____ day of _____, 195__.

_____ [Seal] _____ [Address]

Fred P. Vance _____ [Seal] _____ [Address]

Alice Vance _____ [Seal] _____ [Address]

Jim C. Vance _____ [Seal] _____ [Address]

Daisy Vance _____ [Seal] _____ [Address]

S. Annie Vance _____ [Seal] _____ [Address]

Vivian Vance _____ [Seal] _____ [Address]

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]

Clarice V. Adam _____ (Seal) _____ (Address)

Sam Adam _____ (Seal) _____ (Address)

Frank W. Phillips _____ (Seal) Spruce Pine, N.C. (Address)

Dupton Ingram _____ (Seal) Micaville N.C. (Address)

Lewis Alsbrooks _____ (Seal) Plumtree N.C. (Address)

Rent B. Ray _____ (Seal) _____ (Address)

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Dated this _____ day of _____, 195__.

Fred T. Vance Fred T. Vance	[Seal]	Plumtree, N. C.	[Address]
Alice Vance Alice Vance	[Seal]	Plumtree, N. C.	[Address]
Ivor C. Vance Ivor C. Vance	[Seal]	Plumtree, N. C.	[Address]
Daisy Vance Daisy Vance	[Seal]	Plumtree, N. C.	[Address]
Dan H. Vance Dan H. Vance	[Seal]	Plumtree, N. C.	[Address]
Vivian Vance Vivian Vance	[Seal]	Plumtree, N. C.	[Address]

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]

Clarice V. Adam Clarice V. Adam	(SEAL)	Plumtree, N. C.	(ADDRESS)
Jim Adam Jim Adam	(SEAL)	Plumtree, N. C.	(ADDRESS)
Frank W. Phillips Frank W. Phillips	(SEAL)	Spruce Pine, N.C.	(ADDRESS)
Dayton Ingram Dayton Ingram	(SEAL)	Newland N.C.	(ADDRESS)
Louie Mordecai Louie Mordecai	(SEAL)	Plumtree, N.C.	(ADDRESS)
Robert B. Gay Robert B. Gay	(SEAL)	Kordel, N. C.	(ADDRESS)

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MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

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Dated this _____ day of _____, 195__.

Friel T. Vance	[Seal]	Plumtree, N. C.	[Address]
Alice Vance	[Seal]	Plumtree, N. C.	[Address]
Ivor C. Vance	[Seal]	Plumtree, N. C.	[Address]
Daisy Vance	[Seal]	Plumtree, N. C.	[Address]
Sam H. Vance	[Seal]	Plumtree, N. C.	[Address]
Vivian Vance	[Seal]	Plumtree, N. C.	[Address]

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_____

[Corporate Seal]

Clarice V. Odom	(SEAL)	Plumtree, N. C.	(ADDRESS)
San Odom	(SEAL)	Plumtree, N. C.	(ADDRESS)
Frank W. Phillips	(SEAL)	Spruce Pine, N.C	(ADDRESS)
Dayton Ingram	(SEAL)	Newland N C	(ADDRESS)
Lewis Aldridge	(SEAL)	Plumtree, N.C.	(ADDRESS)
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MF-205
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June 1956

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

RECEIVED MAY 2 DIVISION

CONSENT TO LIEN
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SUBORDINATION AGREEMENT 1/

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Friel T. Vance	[Seal]	~~Plumtree, N. C.~~	[Address]
Alise Vance	[Seal]	~~Plumtree, N. C.~~	[Address]
Ivor C. Vance	[Seal]	~~Plumtree, N. C.~~	[Address]
Daisy Vance	[Seal]	~~Plumtree, N. C.~~	[Address]
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6 to Knoxville 1 to landowner

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
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Contract Date _____

RECEIVED MAY 2 1957 DMEA

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and
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is used, use
insufficient,

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Dated this _____ day of _____, 195__.

Earl T. Vance	[Seal]	Pinetop, N. C.	[Address]
Alice Vance	[Seal]	Pinetop, N. C.	[Address]
Joe C. Vance	[Seal]	Pinetop, N. C.	[Address]
Daisy Vance	[Seal]	Pinetop, N. C.	[Address]
Lonnie Vance	[Seal]	Pinetop, N. C.	[Address]
Vivian Vance	[Seal]	Pinetop, N. C.	[Address]

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Jan Vance	(Seal)	Pinetop, N. C.	(Address)
Frank Whitlock	(Seal)	Spruce Pine NC	(Address)
D. Upton Vance	(Seal)	Newland NC	(Address)
Lewis Aldridge	(Seal)	Plumtree, N.C.	(Address)
Robert B. Ray	(Seal)	Pinetop, N. C.	(Address)

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Nov. 7, 1957

cw

Docket Copy
Surname:
Houk
Kilsgaard
Laub
Selfridge

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

NOV - 7 1956

Slippery Elm Mining Company
C/O Mr. Lewis Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4423-Mica
Slippery Elm Mining Company
Slippery Elm Mine
Avery County, North Carolina

Gentlemen:

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

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

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

JHopkins:gad 11/2/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Docket Copy
Surpass:

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

Mcpkins:gad 11/2/50
Copy to: Adm. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Millagaard, 2222
Mr. Dietrich, 3221
Mr. Hoyt

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

November 5, 1956

Memorandum

To: Administrator

From: L. G. Houk, Chief, Nonmetallic Minerals Division

Subject: A denial of exploration assistance and Summary Report.

By: James Hopkins

1. Docket No. DMEA-4423-Mica
Property: Slippery Elm Mine
Avery County, North Carolina
Applicant: Slippery Elm Mining Co.
C/O Mr. Lewie Aldridge
Spruce Pine, North Carolina
Application: Dated August 14, 1956
Proposes:

(a) At-opening "A"	
150 feet tunnel/drift @ $45.00	$6,750.00
(b) At opening "B"	
150 feet tunnel/drift @ $45.00	$6,750.00
Total estimated cost	$20,250.00

Contract: None. Application denied.

2. Comments:

Extensive old workings from which much mica has been recovered exist at the property.

A gently dipping and undulating tabular pegmatite 2' to 5' (plus) thick has been mined down-dip and laterally for at least 250 feet in both the east and west mines.

The anticlinal-like rolls in the hanging wall have evidently provided the loci for the richest accumulation of muscovite.

The pegmatite, generally concordant with the wall is enclosed in hornblende gneiss.

Unstained, green muscovite up to 3 inches wide with some hair cracks and ruling is visible at Point B where the applicants propose work. Crystals left in pillars are 6 inches wide and 3 to 4 inches thick. Some books, perhaps a third of the total, do not split freely.

Total sales from 1953 to present are $15,942.13. The applicant has continually worked the mine since 1953.

The mine was a feldspar producer when first opened. Considerable feldspar was sold in 1943 and 1944 and brought $6.00 to $6.25 per ton. Production was at the rate of 3 to 4 tons per day for an unknown period.

Griffiths (1944) U.S.G.S. report recommended that any new work be done to the northward to intercept new muscovite-rich "rolls". The applicant since 1953 have been mining in that direction and intersected new "rolls". These "rolls" have been mined leaving less productive rock in the headings.

The examiners believe that the proposed work cannot be classified as exploration work.

However, the Nonmetallic Minerals Division believes that the geological possibility of making a significant discovery of mica in this old mine is very remote, and therefore recommends denial.

James Hopkins
Nonmetallic Minerals Division

P.S. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in the denial.

The Bureau of Mines, however, recommends that the applicant be informed they may submit a new proposal for the exploration phase of the work. This would require additional geological work which the field men are not prepared to do, and should not do, because that work is the responsibility of the applicant.

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

RECEIVED
OCT 22 1956

October 19, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4423 (mica)

Applicant: Robert B. Guy

Name and Location of Property: Slippery Elm Mine, Avery County, N. C.

Date of Field Team Report: 10/10/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 10/16/56

Field Team Recommendation: Recommend denial because proposed work appears to be mining.

Comments:

1. Application proposal more clealy defines a mining project rather than exploration.
2. Part of the work could, however, be classed as exploration to determine value of ground in mine that previously has been a mica producer.
3. Drifting to uncover previously unknown "rolls" of mica could also be classed as exploration work.
4. The mine has been a good producer of strategic mica in the past.

Recommendation:

I concur with the recommendation of the Field Team that the proposal be denied as such; but suggest that the applicant be informed he may submit a new proposal for the exploration phase of the work.

Donald R Irving
Donald R. Irving

IN REPLY REFER TO:

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

RECEIVED
OCT 18 1956

October 16, 1956

Re: DMEA 4423
Slippery Elm Mining Co
Slippery Elm Mine
Avery Co., N. C.
$20,250.00 - Mica

Memorandum

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

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

Subject: Review of Field Team report.

The applicant requested assistance in drifting and cross-cutting 450 feet at the "bottom" of a mine credited with the production, since May 1943, of about $73,000 worth of mica.

The mica occurs in a thin, 2-5-foot undulating, flatly northerly dipping pegmatite. The pegmatite has been opened laterally for a distance of 335 feet and 'down dip' for a maximum of about 220 feet. The farthest faces, down dip and laterally, are said to be in pegmatite, and the deepest face, that of the west mine, is reported to be in mica-bearing pegmatite. The work program of the applicant looks to the down dip development of the pegmatite from two faces, one in the east mine and one from the deep face in the west mine.

The work as planned would cross the trends of the flat ridges on the upper surface of the pegmatite in which the mica "makes". The undulations or ridges on the upper surface of the pegmatite conform to rolls in the enclosing hornblende gneiss. If, as reported, the deep face in the west mine is in mica-bearing pegmatite, the work there would start in ore.

The heading to start at "B" would be in thin pegmatite, presumedly lacking in mica, but near the place where another roll, as projected from the westerly workings, is to be expected.

Because most of the proposed work could rightly be classified as development, some of it as mining, and some as prospecting (no target is offered), the examiners and the Field Team recommend denial of the application. Judging from the past production there is small reason for expecting the mine to produce the $300,000 worth of mica that would be required to adequately care for the Government share of the proposed expenditure.

I concur with the recommendation of the examiners and the Field Team.

N. E. Nelson

N. E. Nelson

MF-203
Revised March 24, 1955

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

RECEIVED
AUG 15 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described as 1/

In lease registered in office of register of Deed of Avery County on July 19th, 1956 in Book # 52 on page 412.

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 23 day of July, 1956.

Vance-Guy Corporation [Seal]

Ivor C. Vance [Seal]

Margaret S. Penlord, Secy. [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.

Margaret S. Penlord
[Corporate Seal]

MF-203
Revised March 24, 1955

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

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AUG 15 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Avery, State of North Carolina, described [redacted] 1/

In lease registered in office of register of Deed of Avery County on July 19th, 1956 in Book # 52 on page 412.

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5. Added provision: None

Dated this 23 day of July, 1956.

Vance-Guy Corporation [Seal]

Joe C. Vance [Seal]

Margaret G. Penland, Secy. [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.

Margaret G. Penland
[Corporate Seal]

MF-203
Revised March 24, 1955

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EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
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5. Added provision: None

Dated this 23 day of July, 1956.

Vance-Guy Corporation [Seal]

Ivan C. Vance [Seal]

Margaret S. Penland, Secy [Seal]

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Margaret S. Penland
[Corporate Seal]

MF-203
Revised March 24, 1955

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

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5. Added provision: None

Dated this 23 day of July, 1956.

Vance-Guy Corp. [Seal]

Ivor C. Vance [Seal]

Margaret J. Penland, Secy. [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.

Margaret J. Penland
[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
AUG 15 1956

CONSENT TO LIEN

To the United States of America:

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

In lease recorded in office of register of deed of Avery County on July 1955, 1956 in book 0 5 on page 112.

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

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5. Added provision: None

Dated this 23 day of July, 1956.

Vance-Gray Corporation [Seal]

Joe C. Vance [Seal]

Margaret S. Pendond, Sec. [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.

Margaret S. Pendond
[Corporate Seal]

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

RECEIVED OCT 1 2 1956

October 10, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tenn.

Subject: Field Examination Report, DMEA-4423 (mica)
Slippery Elm Mining Co., Spruce Pine, N.C.
Slippery Elm Mine, Avery County, N.C.

Enclosed are four copies of the subject report. The Field Examiners recommend denial, on the grounds that the proposed is mining, rather than exploration. We agree with this conclusion.

It is our understanding that the northernmost heading - now flooded - is in good mica-bearing pegmatite and that the reason for not working it now is that the Operators prefer to concentrate their activity at the Elk mine, which they also operate.

This application typifies a situation, all too prevalent among our North Carolina Applicants, most of whom do not know how to propose an exploration project. While it is true that extension of the northern heading of the west mine is mining, not exploration, it is equally true that search for other mica-rich rolls, or other pegmatite lenses, which may well be present, will be exploration. But no such target is now known, and the application presents none. What is needed is a geologic map of the present workings, comparable to that made by Griffits in 1944. This would require a week or ten days of work; our men cannot take the time to do it and they should not, as preparation of the map and sections defining the target is properly a responsibility of the Applicant.

Therefore, our conclusions are:

1) The application should be denied, as the proposal is not exploration.

2) Exploration on this property may be warranted, but the Applicant has not presented any evidence to support it.

Robert A. Laurence

Reviewed by
DMEA OPERATING COMMITTEE
10-19-56
(date)

V. J. Lynch

Robert A. Laurence
Executive Officer, DMEA
Region V

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION, REGION V

FIELD EXAMINATION REPORT

ON

DMEA-4423, SLIPPERY ELM MINE (mica)
Avery County, North Carolina

By

A. R. Taylor and S. C. Bergman, Geologists
U. S. Geological Survey

and

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

Reviewed by
DMEA OPERATING COMMITTEE
10-17-56
(date)

Examined- September 19, 1956

EXAMINATION REPORT
FIELD TEAM, REGION V, DMEA
On

DMEA-4423 (mica) SLIPPERY ELM MINE
Avery County, North Carolina

Applicant: Slippery Elm Mining Co., a partnership: Lewie Aldridge, Frank Phillips, of Spruce Pine, N.C., and Robt. Guy and Dayton Ingram of Newland, N.C.

SUMMARY

Extensive old workings from whichmuch mica has been recovered, exist at the Slippery Elm Mica Mine. Work has greatly extended the stoped areas in both the west and east mines since W. R. Griffitts' USGS report of 1944.

Pegmatite that is mineable, now exists in the lowermost workings of both mines, and has some economic importance, but any work from these headings would be mining, not exploration.

Sales of both green muscovite and feldspar have been made during Colonial's buying program and since 1953.

The mine is in a position to be mined, but much trimming will have to be done and much muck removed.

It is recommended that the application be denied because the Applicant's proposed work would be mine development and mining, not exploration.

Introduction

Location: The Slippery Elm Mica Mine is 1.7 airline miles N 85° E of Plumtree, Avery County, North Carolina on the southern slopes of Elk Ridge. (SW 1/9, Newland, N.C. Quad., TVA. 1/24,000).

Examination: The property was examined September 19, 1956 in the company of Messrs. Dayton Ingram and Frank Phillips. Mr. Milford Skow, Commodity-Industry Branch of Ceramic and Fertilizer Materials, U. S. Bureau of Mines, Washington,D.C. accompanied the examiners on the inspection which lasted two hours.

Facilities and Access: Facilities on the property include electric power, small tools, some track, and magazines.

Access is by a good, steep, jeep road for a few hundred yards from an all weather gravel road.

The leased area appears adequate for mining, although there is a 50-foot error of closure.

Geology and Workings

Pegmatite and Country Rock

A gently northward dipping and undulating tabular pegmatite, 2 to 5 feet (plus) thick in section, has been mined down-dip and laterally for at least 250 feet in both the east and west mines.

The anticlinal-like "rolls" (undulations in the roof) in the hanging wall have evidently provided the loci for the richest accumulation of muscovite. (see Griffitts' map, 1944).

The strike of the body near the westernmost opening is E-W, and the dip is 10° to 15° northward. This seems to be the average.

The mineralogic composition of the pegmatite includes oligoclase, perthitic microcline, quartz, and muscovite, with accessory garnet, allanite, pyrite, and white fluorite (in fault zone 3" wide in east mine). Thulite has been reported, but none was observed on the examination.

According to Griffitts the pegmatite is divided into two distinctive zones, "(1) A zone characterized by blocky crystals of gray or brownish-gray translucent microcline occurs in the middle and lower parts of the pegmatite. (2) Near the contacts, especially near the hanging wall, is a zone of blocky white oligoclase and coarse oligoclase-quartz intergrowths. No microcline was seen in it. Mica in large books, allanite, and pyrite were found only in this zone."

The examiners especially noted the allanite in the No.2 zone in the hanging wall of the east mine in long (3 to 4 inches), thin, brownish-black crystals which have a yellow-brown coating.

The pegmatite, generally concordant with the wall, is enclosed by a hornblende gneiss. Some gneiss was necessarily removed along with the pegmatite because of the irregular nature of the body. Griffitts estimated that in a three-month period in 1944 about 11,409 cu. ft. of rock was removed, of which 892 cu. ft. or 75 tons was gneiss.

Muscovite: The loci of the muscovite-rich zones in this pegmatite are in the anticlinal-like structures on the hanging wall in the oligoclase (No.2) zone .

Unstained, green muscovite, up to 3-inches wide with some haircracks and ruling is visible in the northern heading of the west mine (point B on applicants' Map No.2) where the applicant proposes work. Crystals left in pillars are 6 inches wide and 3 to 4 inches thick.

"Some books, perhaps a third of the total, do not split freely. In many cases one side of a book is sheetable material, while the other side is either ruled, badly haircracked, or tanglesheet. The miners say that the sheet recovery is low because of the 'tough side' of many books."

Production

Table No.2 of Griffitts' report (1944) shows the total produstion of full trim and three-quarter trim between May, 1943 and May,1944 to be 9,115.16 pounds. Therefore, the monthly average was 701.17 lbs. of trimmed muscovite. At $6.00/lb sheet (Griffitts, 1944, Table 6) the total value of sheet for the year 1943-1944 is estimated to have been $54,691. If costs are estimated on the average cost per month of mining plus trimming in 1944 the

the profit in one year on sheet muscovite would be $28,675. ($54,691-26,016 = $28,675.) No data are available on the amount of punch and scrap sold, but an estimated $23/ton value, the total 1943-1944 value of production is estimated to be $2,292.00.

The total sales from the Slippery Elm Mine from 1953 to the present amount to $15,942.13 (data furnished by Frank Phillips). The Applicants have worked this mine since 1953. Their costs in mining are estimated to have been relatively low because of their method of mining (i.e. leaving muck in stopes, making low passageways).

Feldspar [1]:

This mine is reported to have been a feldspar mine when first opened. Some production of feldspar (microcline and oligoclase , No.2 grade) was made from the muck and sold to the Consolidated Feldspar Corporation at Spruce Pine, N.C. in 1943 and 1944. It contained much quartz, musocivte and garnet. Ado Franklin sold 3 to 4 tons daily for an unknown period which brought $6 to $6.25 per ton. At that time the cost for the three men working the muck was $3.50 per day or $73 per month.

Mine Workings: Three openings exist as cross-cutting adits, but soon became shallowi inclines as they trend northward. The main adits, designated as the "east" and "west" mines, have been worked during World War II, and most recently by the Applicants.

The workings consist of rooms and pillars (pegmatite) that extend laterally (E-W) and down-dip (N) for large distances. The "east" mine has been worked in three general levels (terraces) for about 250 feet from the portal; the "west" mine with two portals (about 100 ft apart) has been worked for about 300 ft and laterally in room and pillar style for about 200 feet.

The changing dip of the pegmatite made it necessary for the miners to "terrace" the "east" mine upward toward the east, and the "west" mine generally toward the northwest.

Griffitts (1944) recommended that any new work be done to the northwest to intercept new muscovite-rich "rolls." The Applicants since 1953 have been mining in that direction and intersected new "rolls". These "rolls" have been mined leaving less productive rock in the headings.

Recommendations

It is recommended that the application be denied, although other "rolls" may exist down-dip. The Applicants proposed work would be in a pegmatite with a history of being a producer of muscovite, and appears to be mining.

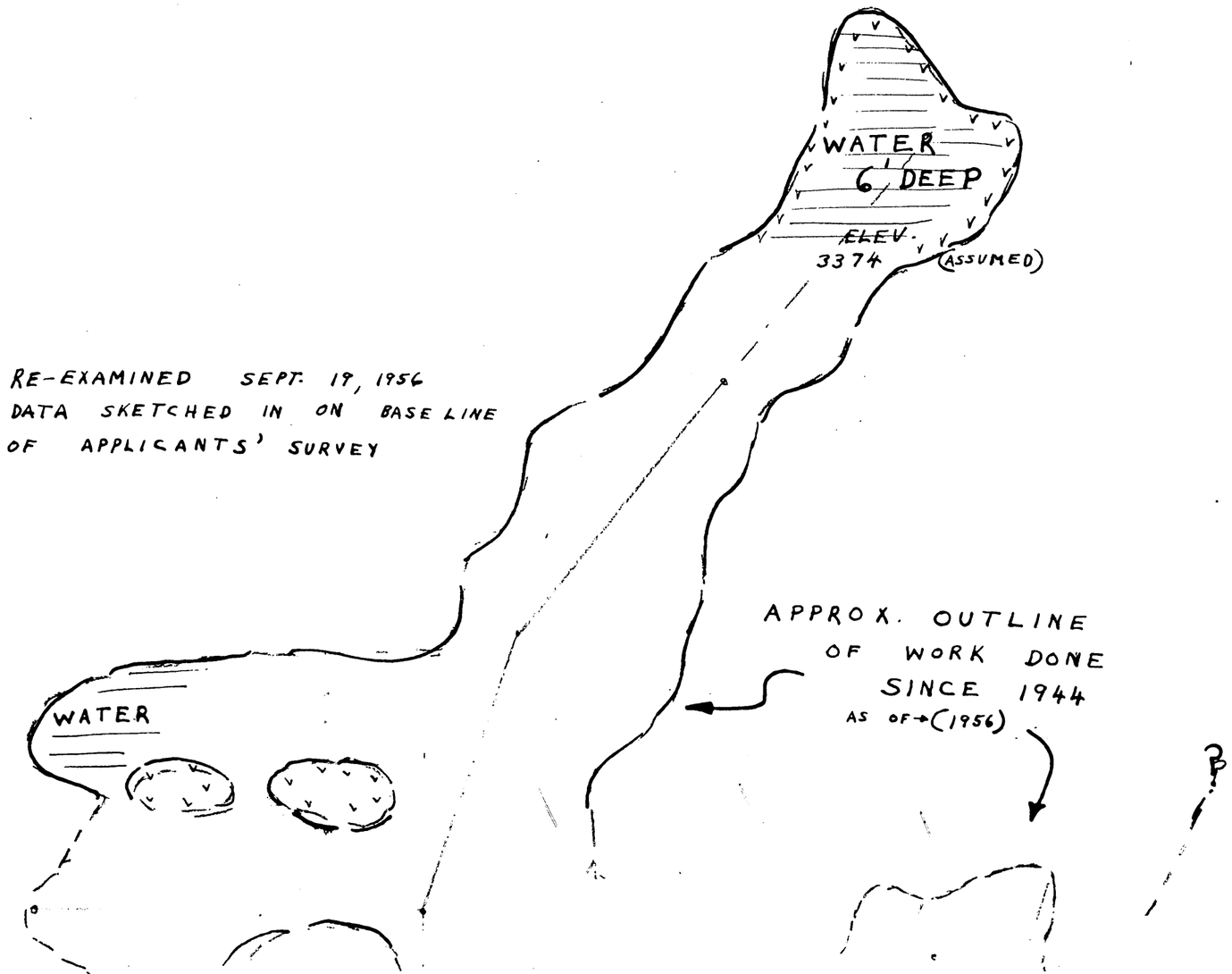
Ref.

1. Griffitts, W.R. Aug.1944, Slippery Elm Mica Mine, USGS Open file report.

A. R. Taylor and S. C. Bergman, Geologists
U.S. Geological Survey

and

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



DMEA – 4423 MICA

SLIPPERY ELM MINE

AVERY CO., ~~N.C.~~

9 – 28 – 1956

DOCKET COPY
Surname:

Hopkins
Houk
Selfridge
Fortman

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

600

AUG 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-4423-mien
Slippery Elm Mining Company
Slippery Elm Mine
Avery 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 August 16 and 21, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Also enclosed are photostatic copies of the two sketches submitted by the applicant.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

FRANK D. LAMB (FDL)
Member, Bureau of Mines

N. E. Nelson (NEN)
Member, Geological Survey

Enclosures: 6

JHopkins:ms 8/23/56
Copy to: Docket
Operating Committee
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

DOCKET COPY
Surname:

Hopkins
Houk
Nelson
Lamb
Selfridge

AUG 27 1956

Slippery Elm Mining Company
c/o Mr. Lewie Aldridge
Spruce Pine, North Carolina

Re: Docket No. DMEA-4423-mica
Slippery Elm Mining Company
Slippery Elm Mine
Avery County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville, 2, Tennessee, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

JHopkins:ms 8/23/56
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
BUREAU OF MINES
WASHINGTON 25, D. C.

August 21, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4423 (mica)

Applicant: Slippery Elm Mining Co., (L. Aldridge)

Name and Location of Property: Slippery Elm Mine, Avery County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/15/56

Comments:

1. This deposit appears to have possibilities for the development of strategic mica.

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

3. The proposed exploration and costs appear excessive and should be modified.

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

Attachment

RECEIVED

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

August 17, 1956

Memorandum

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

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

Subject: DMEA-4423 (Mica)
Slippery Elm Mining Company, Spruce Pine, N. C.
Slippery Elm Mine, Avery County, North Carolina

One copy of the subject application was received here today, from the Washington office.

Under Item 5b, the applicant refers to "the attached sketch" on which he outlines his proposed work. Apparently he submitted only one copy of this sketch, as none accompanies the application.

If you will have a copy made of the sketch and sent to us, it will greatly aid our review of this application, as we have a 1944 Geological Survey report and map of this mine in our files.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

RECEIVED
AUG 20 1956

IN REPLY REFER TO:

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

August 16, 1956

Re: DMEA 4423
Slippery Elm Mining Co.
Slippery Elm Mine
Avery Co., N. C.
$20,250.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicant requests assistance in exploring a pegmatite by tunnelling and crosscutting. No description of the pegmatite is given except that the mine has produced a good grade of mica. No estimate of the amount produced is given.

The two 150-foot tunnels proposed would apparently be in the nature of duplicates of the tunnel, already driven, which hit the pegmatite at 150 feet. With what results we are not told.

Referral of the application to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

RECEIVED
AUG 16 1956

August 15, 1956

Slippery Mining Co.
Spruce Pine, N. C.

Subject: DMEA-4423
Re: Exploration Assistance

Gentlemen

The receipt of your application dated August 14, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4423 and referred to the Nonmetallic Minerals Division.

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

Sincerely yours,

Allen S. Dakan
~~Robert Brookings~~, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
AUG 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. 4423
Metal or Mineral Mica
Date Received 8-15-56
Estimated Cost $20,250.00
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: Slippery Elm Mining Company, Partnership.
c/o Lewie Aldridge
Spruce Pine, N. C.
Robert G. Guy, Newland, N.C
Lewie Aldridge, Frank Phillips, Spruce Pine, N.C. & Dayton Ingram, Rt. 1, Newland, N.

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

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

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

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

All questions answered on an attached papers.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract

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

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

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

(*e*) If you own the land, describe any liens or encumbrances on it

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

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

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

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

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

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

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

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated August 14, 1956, 195...

SLIPPERY ELM MINING COMPANY
(Applicant)

By Lewis Albright
Robert B. Long
Dayton Ingram

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 AND EXPLORATION PROJECT, DMEA ORDER 1.

XXXXXX SLIPPERY ELM XXXXX MINING COMPANY

RECEIVED
AUG 15 1956

1 (a) Slippery Elm Mining Company, Partnership
c/o Lewie Aldridge
Spruce Pine, N. C.
(b) Partnership
(c) Not applicable
(d) Lewie Aldridge, Spruce Pine, N. C.
Frank Phillips, Spruce Pine, N. C.
Robert B. Guy, Newland, N. C.
Dayton Ingram, Rt. 3, Newland, N.C.

2 Not applicable. General Instructions.

3 (a) Lease- Copy attached. Registerd on the 19th. day of July, 1956 in Avery County Register of Deeds office in Book 52, page 412.

(b) Slippery Elm Mine

(c) Lessees

(d) Copy of lease attached

(e) Not applicable

(f) Not applicable

4 (a) There has been atunnell run into the mountain which hit the Pegamite around 190 feet. There is a good road leading to the mine.
(b) The production is of a good quality green mica and the mine has produced a good grade of mica which was sold to the Mica Depot in Spruce Pine, N. C.
(c) The mine is under ground and lied in a hard rock formation of pegmatite between slates and granit rock. We have no geologic survey nor reportxs available.
(d) The mine is about 1½ miles from Highway 19E at Plumtree, N.C. and is around 14 miles from Spruce Pine, N. C. north.
(e) We have plenty of manpower, material, supplies, equipment, water and power available.

5 (a) Mica
(b) We would like to start in pegmatite at opening marked "A" on the attached sketch and run 150 feet of tunnell or drift, then start at opening "B" on sketch and run 150 feet of tunnell or drift , ten do 190 feet of crosscutting in this tunnel.
(c) Work would start within 10 days and be completted in 6 months or less.
(d) All of the partners have had serveral years of mining experience and all are now operating mines elswhere.

6 (a) We would like the contract to be and independent contract on a cost of unit basis as follows:

1- "A" 150 feet of Tunnell/drift	@ $45.00	$6750.00
2- "B" 150 feet of tunnell/Drift	@ $45.00	6750.00
150 feet Crosscutting	@ $45.00	6750.00
Total estimated cost		$20,250.00

(b,c,d,e,f,g,h,) not applicable.

7 (a) Yes
(b) Money-

Certification of this application signed on Form MF-103.

NORTH CAROLINA

AVERY COUNTY

THIS MINING LEASE, made and entered into this 18th day of July, 1956, by and between VANCE-GUY CORPORATION, a Corporation organized and existing under and by virtue of the laws of the State of Delaware with a principal office in Newland, Avery County, North Carolina, party of the first part, hereinafter referred to as OWNER; and LEWIE ALDRIDGE, FRANK PHILLIPS, DAYTON INGRAM AND ROBERT B. GUY all of Avery County, North Carolina, parties of the second part, hereinafter referred to as LESSORS;

W I T N E S S E T H :

THAT THE OWNER, for and in consideration of the performance of the conditions and agreements and on the payment of the royalties as hereinafter required, has bargained and leased and by these presents do bargain, lease and grant unto the LESSORS, their successors and assigns, for the period of time fixed in Paragraph One below, the following described real property for mining purposes, lying and being in the Toe River Township, Avery County, North Carolina, and being known as the "Slippery Elm Mine" and being more fully described as follows:

> Beginning on a 20 inch White Oak marked by three notches on the North side which stands on the North side of the Slipper Elm Mine Road, and running thence North 10° West 1300 feet to a stake; thence South 87° East 820 feet to a stake; thence South 10° West 1300 feet to a 22 inch Chestnut Oak; thence North 87° West 320 feet to the beginning: containing 14 acres more or less.

TO HAVE AND TO HOLD, the said mine for mining purposes unto the LESSORS, their successors and assigns for the period of time fixed in Paragraph One below, upon full compliance with each and all of the following stipulations and agreements:

1. PERIOD OF TIME. This lease shall begin as of the date hereof and be in full force and effect for a period of six years unless sooner terminated as hereinafter provided.

RECEIVED
AUG 15 1956

If the LESSORS should, for any cause whatever, fail for a period of 90 days at any one time to conduct mining operations on the above described property in a workmanlike manner, weather permitting, using proper and sufficient machinery, tools, equipment and labor so as to reasonably work such mine, then and in that event this lease shall automatically terminate and be of no further effect and, upon the termination of this lease, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSORS.

If the LESSORS should fail to pay any royalty at the time payment is due and the OWNER, or his agent, makes specific demand upon the LESSORS, or their agent hereinafter designated, for such payment of royalty and the LESSORS fail to make full payment thereof within five days from the date of such demand, then and in that event the OWNER, at his option, may declare this lease terminated and of no further force and effect and, upon such termination, the OWNER shall have a right to re-enter and take possession of the premises without further notice to the LESSORS.

2. MINING RIGHTS. The LESSORS, their agent, servants and employees shall have a right to enter upon said premises and search for, dig, quarry and obtain mica, feldspar and any and all other minerals and, in so doing, may use bulldozer and any other machinery, equipment, tools, appliances and labor as the LESSORS may elect. Said LESSORS shall have and is hereby granted a right of ingress and egress from the public road or highway to said mine so as to conduct mining operations on said premises and operate under this lease and shall have a right to use, maintain and repair any existing roads and ways and shall have a right to construct, maintain and repair other necessary roads, power lines and ways so as to mine said mines and remove the minerals and products therefrom.

The LESSORS shall have and is hereby granted the right to dump waste from said mine onto the nearby premises as may be reasonably necessary in the mining of said mines.

3. MANNER OF WORK. The LESSORS shall use sufficient machinery, equipment, tools, appliances and labor so as to conduct mining operations upon said premises in a workmanlike manner and the failure to do so for a period of

RECEIVED
AUG 1 5 1956

90 days at any one time, weather permitting, shall cause this lease to be subject to termination as stated in Paragraph One above.

4. ROYALTY. The LESSORS shall and hereby expressly agree to pay to the OWNER a royalty or royalties for all minerals mined and removed from said premises as follows:

(a) One-eighth (1/8) of the sales price at the point of sale of all mica;

(b) Fifty (50) cents per long ton (2240 lbs.) of all feldspar; and

(c) The usual and customary royalty prevailing in this locality on any and all other minerals.

Payment of royalty shall be paid by the LESSORS to the OWNER immediately after each sale and particularly within five days from each sale of any mica, feldspar or other minerals from said premises.

5. RECORDS AND STATEMENTS. The LESSORS shall keep an accurate daily record of the kinds and weights of all mica mined from said premises and shall keep an accurate record of all weights and amounts of other minerals mined and removed from said premises, and at the time of payment of any royalty, the LESSORS shall furnish to the OWNER, or his agent, a duplicate statement from the purchaser showing the amounts, weights and prices of such minerals mined and removed from said premises.

The LESSORS shall also, at any time, exhibit to the OWNER, or his agent, the daily record of mica and the record of all other minerals mined and removed from said premises hereinabove required to be kept by the LESSORS.

The LESSORS shall keep all the required books and records at their principal place of business in the County of Avery, State of North Carolina, so as to be reasonably accessible to the OWNER.

The OWNER, or his agent, shall have a right to inspect all books and records of the LESSORS as to all minerals mined from said premises.

6. PREPARING MICA. All mica mined from said premises shall be kept and protected and secured under lock when not protected by an authorized person until such mica is prepared and removed for market.

7. ASSIGNMENT. It is expressly understood and agreed that this lease shall not be transferred or assigned without the written consent of the OWNER.

8. AGENT. For the purpose of receiving payment of all royalties due under this lease and for the purpose of making any demand or giving any notice under the terms of this lease, Margaret G. Penland, Secretary of Vance-Guy Corporation, Newland, North Carolina, is hereby appointed and constituted as agent for the OWNER.

For the purpose of receiving notice, demand and service of process relating to any and all matters growing out of or coming under the terms of this lease, (name) Margaret G. Penland, (address) Newland, N.C., is hereby appointed and constituted as agent and process agent for the LESSORS.

9. COVENANTS. The OWNER covenants to and with the LESSORS, their successors and assigns that it has a right to execute this lease upon the terms herein contained; that the mine hereby leased is free and clear from all encumbrances; that the LESSORS shall have and enjoy peaceful possession and use of said mine and mining rights as stated in this lease; and that the OWNER will forever warrant and defend the title and right thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the OWNER has caused its President to sign this lease and its corporate seal to be hereunto affixed, attested by the signature of its Secretary-Treasurer, and the individual parties of the second part, the LESSORS, have hereunto affixed their hands and seals, effective the day and year first above written. Executed in duplicate.

Attest: VANCE-GUY CORPORATION

Margaret G. Penland
Secretary-Treasurer

By: Ivor C. Vance
President

Dwyer Guy (SEAL)

Lewis Osborne (SEAL)

Robert Guy (SEAL)

Frank W. Phillips (SEAL)

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Georgia S. LaBarbera a Notary Public in and for said County and State, do hereby certify that MARGARET G. PENLAND personally came before me this day and acknowledged that she is Secretary of Vance-Guy Corporation, a corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, IVOR C. VANCE, sealed with its corporate seal, and attested by herself as its Secretary.

WITNESS my hand and Notarial Seal this 25 day of June, 1956.

Georgia S. LaBarbera
Notary Public

My commission expires May 14, 1958

NORTH CAROLINA ACKNOWLEDGMENT

AVERY COUNTY

I, Georgia S. LaBarbera, a Notary Public in and for said County and State, do hereby certify that LEWIE ALDRIDGE, FRANK PHILLIPS, DAYTON INGRAM and ROBERT B. GUY personally came before me this day and that each acknowledged the due execution of the foregoing mining lease.

WITNESS my hand and Notarial Seal this 18 day of July, 1956.

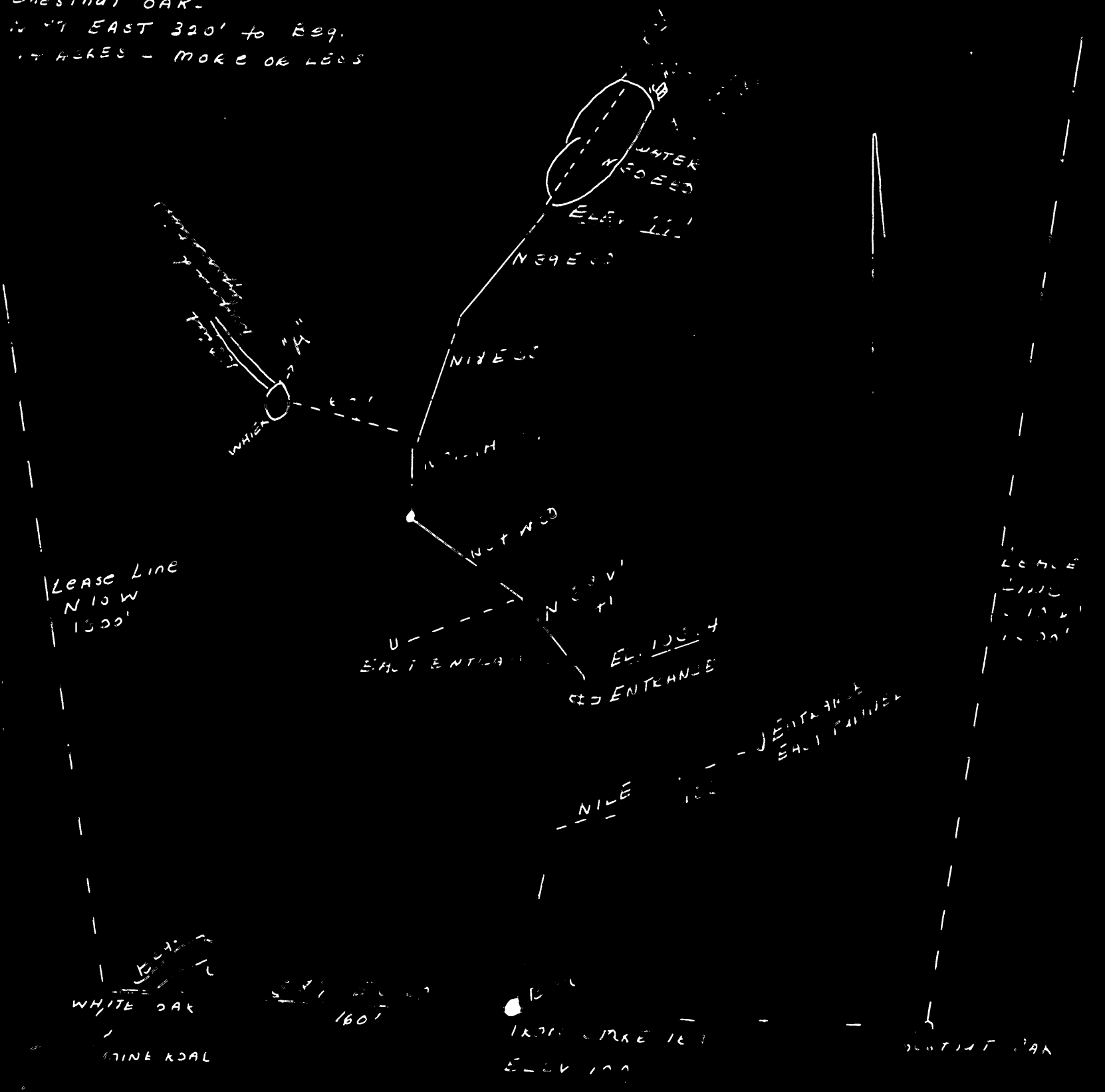
Georgia S. LaBarbera
Notary Public

My commission expires May 14, 1958

RECEIVED
AUG 1 5 1956

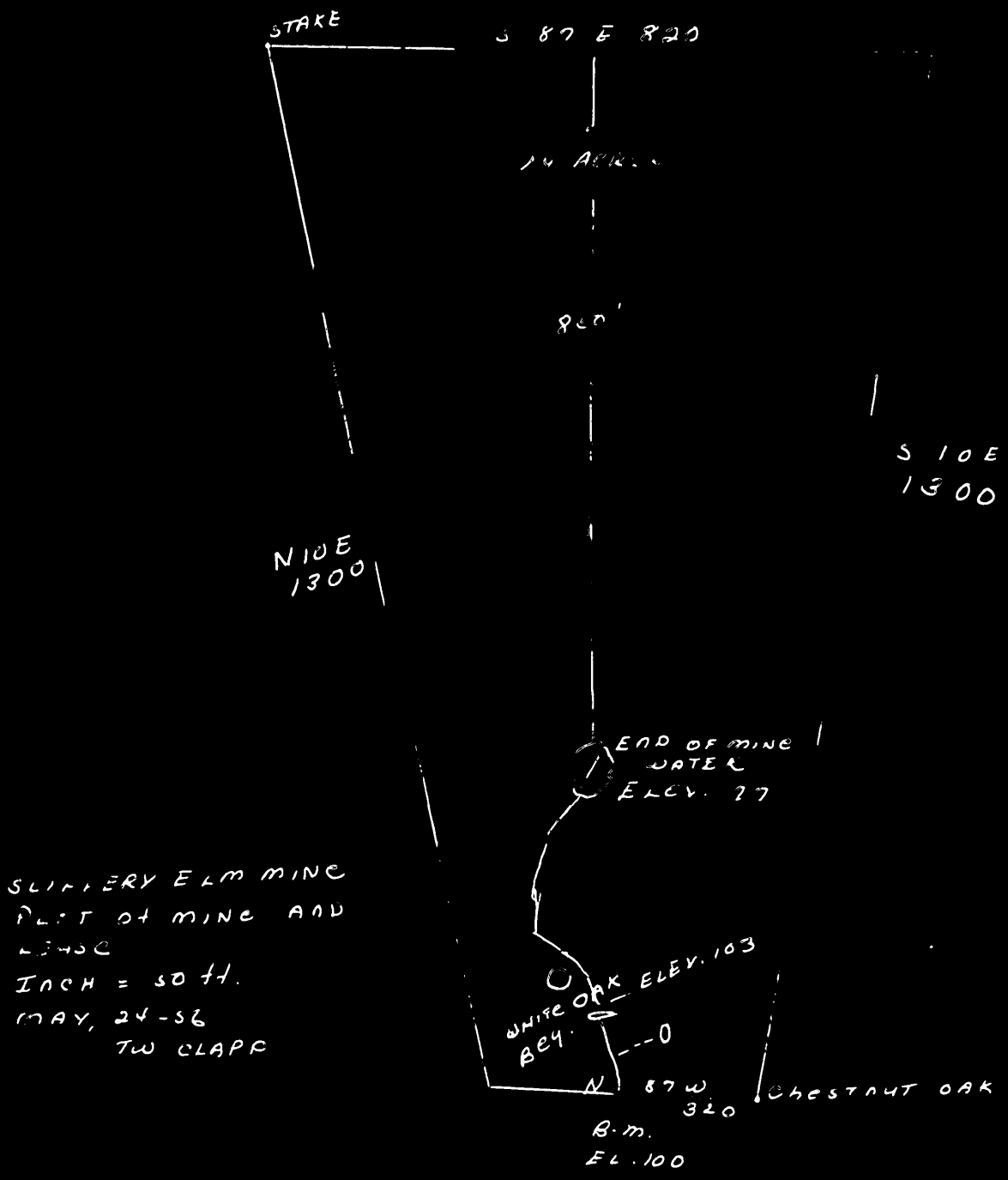
NORTH 10 WEST 1300' to St.
S 87 E 820' to Stake
S 10 W 1300' to a 22"
Chestnut Oak.
N 87 EAST 320' to Beg.
[illegible] ACRES - MORE OR LESS

SURVEYED MAY 23-56
LEASE LINES NOT SCALED
T W CLAPP.



SLIPPERY ELM MINE
AVERY COUNTY, N.C.

DMEA-4423
(MAP #1)



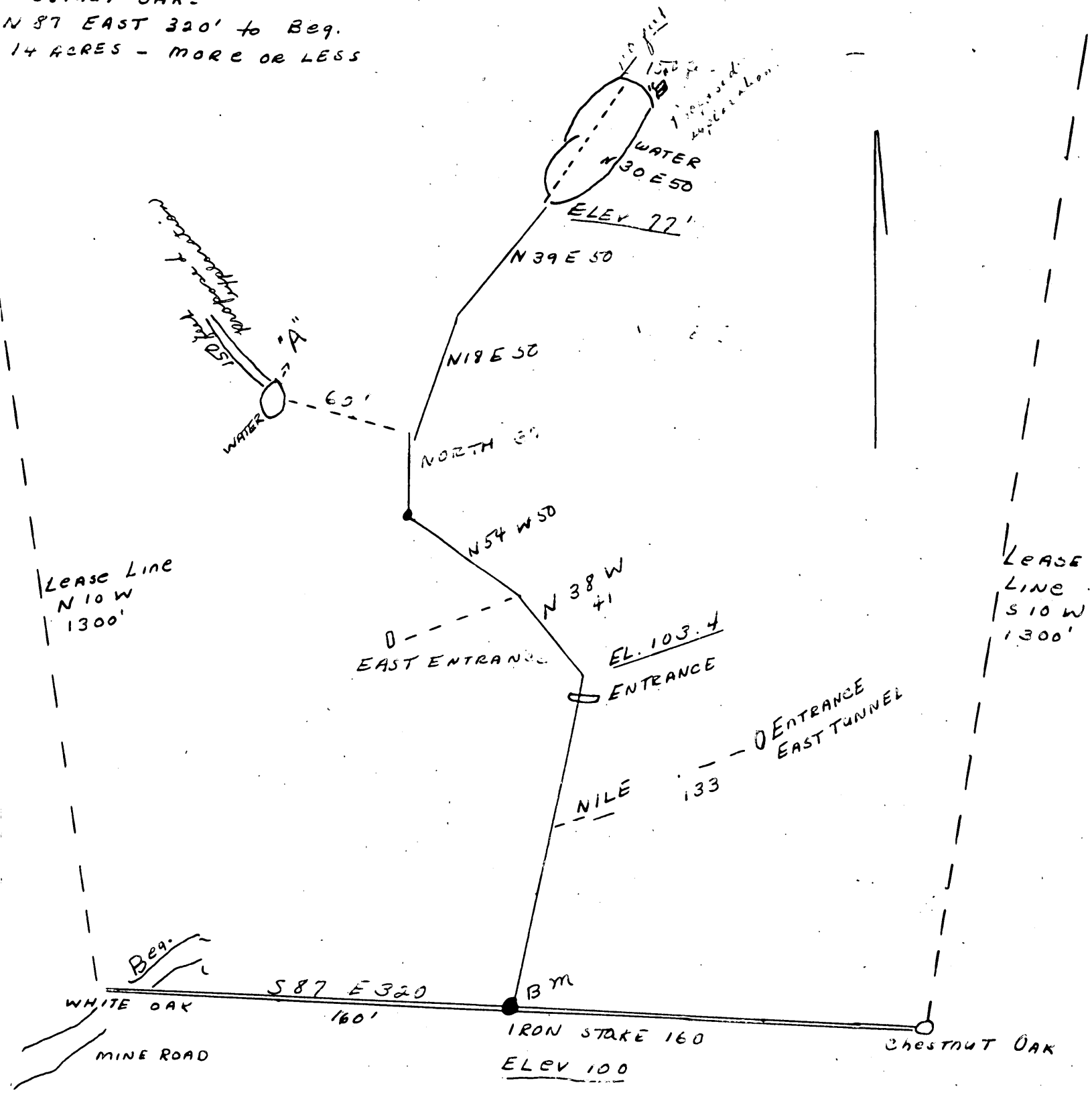
SLIPPERY ELM MINE
PLOT OF MINE AND
LEASE
INCH = 50 ft.
MAY, 24-56
TW CLAPP

SLIPPERY ELM MINE
AVERY COUNTY, N.C.

DMEA-4423
(MAP #2)

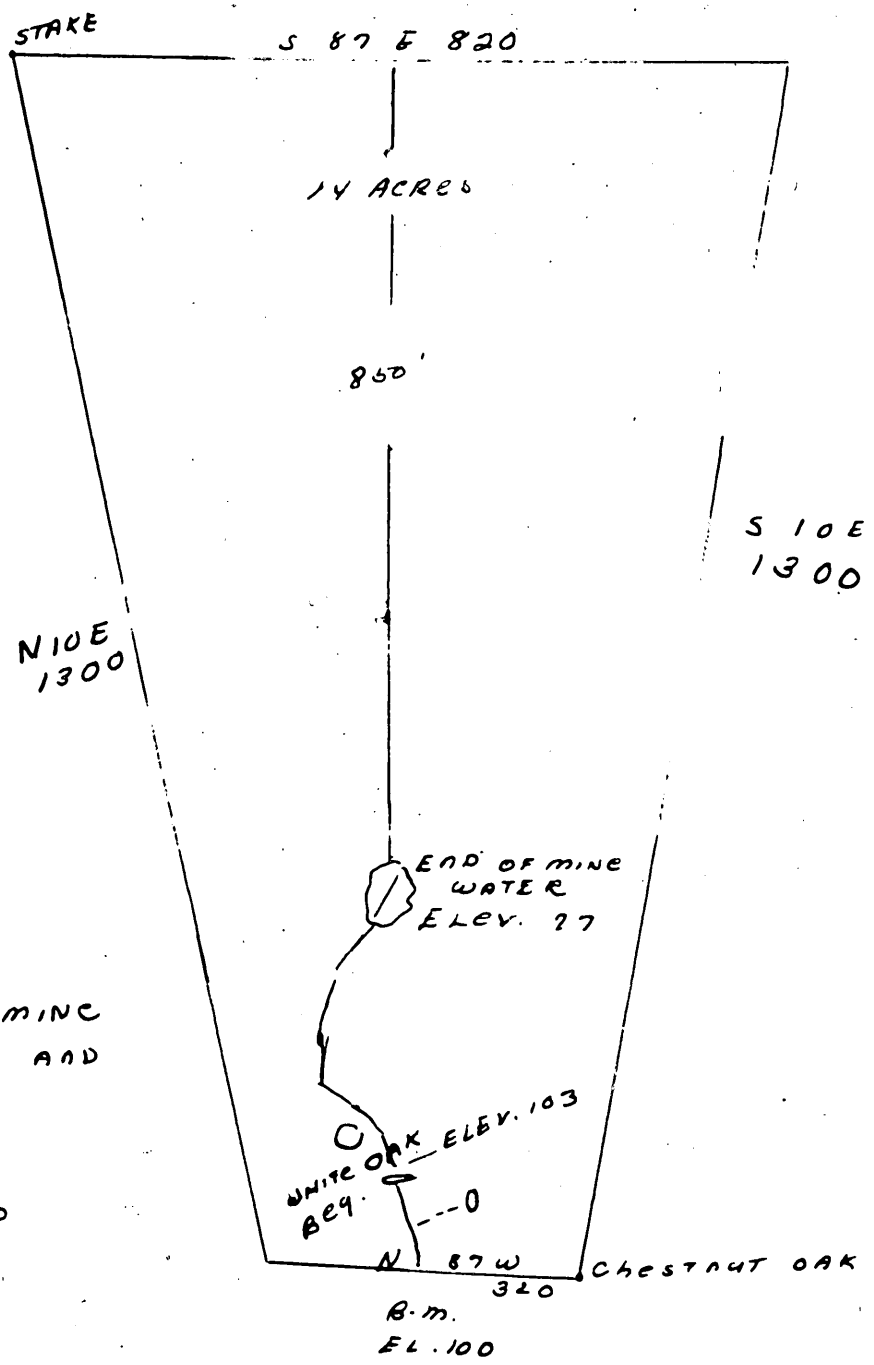
NORTH 10 WEST 1300' to St.
S 87 E 820' to stake
S 10 W 1300' to a 22"
Chestnut OAK.
N 87 EAST 320' to Beg.
14 ACRES - MORE OR LESS

SURVEYED MAY 23-56
LEASE LINES NOT SCALED
T W CLAPP.



SLIPPERY ELM MINE
AVERY COUNTY, N.C.

DMEA-4423
(MAP #1)



SLIPPERY ELM MINE
PLOT OF MINE AND
LEASE
INCH = 50 ft.
MAY, 24-56
TW CLAPP

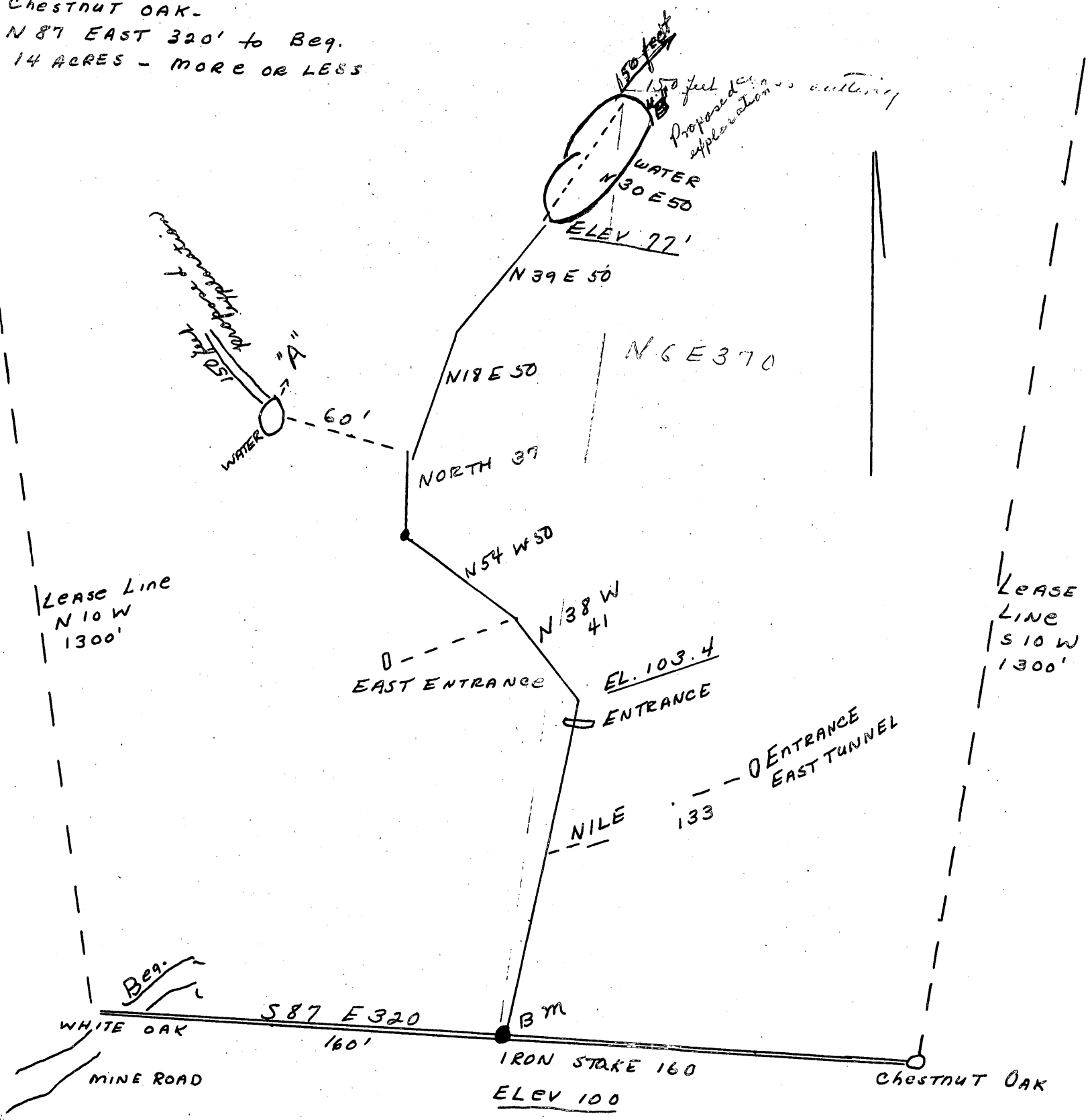
SLIPPERY ELM MINE
AVERY COUNTY, N.C.

DMEA-4423
(MAP #2)

CALLS FOR LEASE

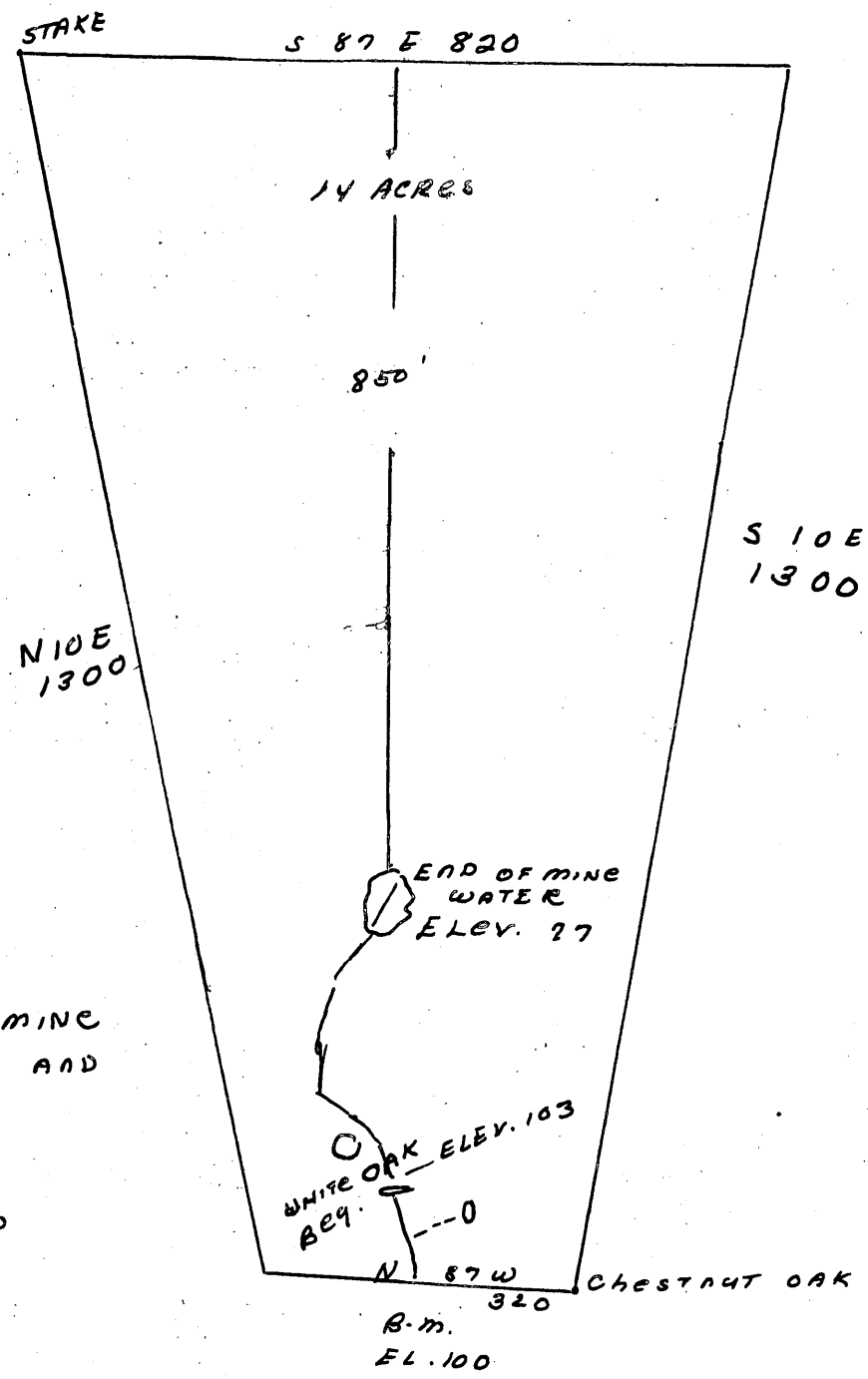
Beg. on 20" white oak
on NORTH SIDE mine ROAD
NORTH 10 WEST 1300' to St.
S 87 E 820' to stake
S 10 W 1300' to a 22"
Chestnut OAK-
N 87 EAST 320' to Beg.
14 ACRES - MORE OR LESS

SLIPPERY ELM MINE
INCH = 100 Ft
SURVEYED MAY 23-56
LEASE LINES NOT SCALED
T W CLAPP.



SLIPPERY ELM MINE
AVERY COUNTY, N.C.

DMEA-4423
(MAP #1)



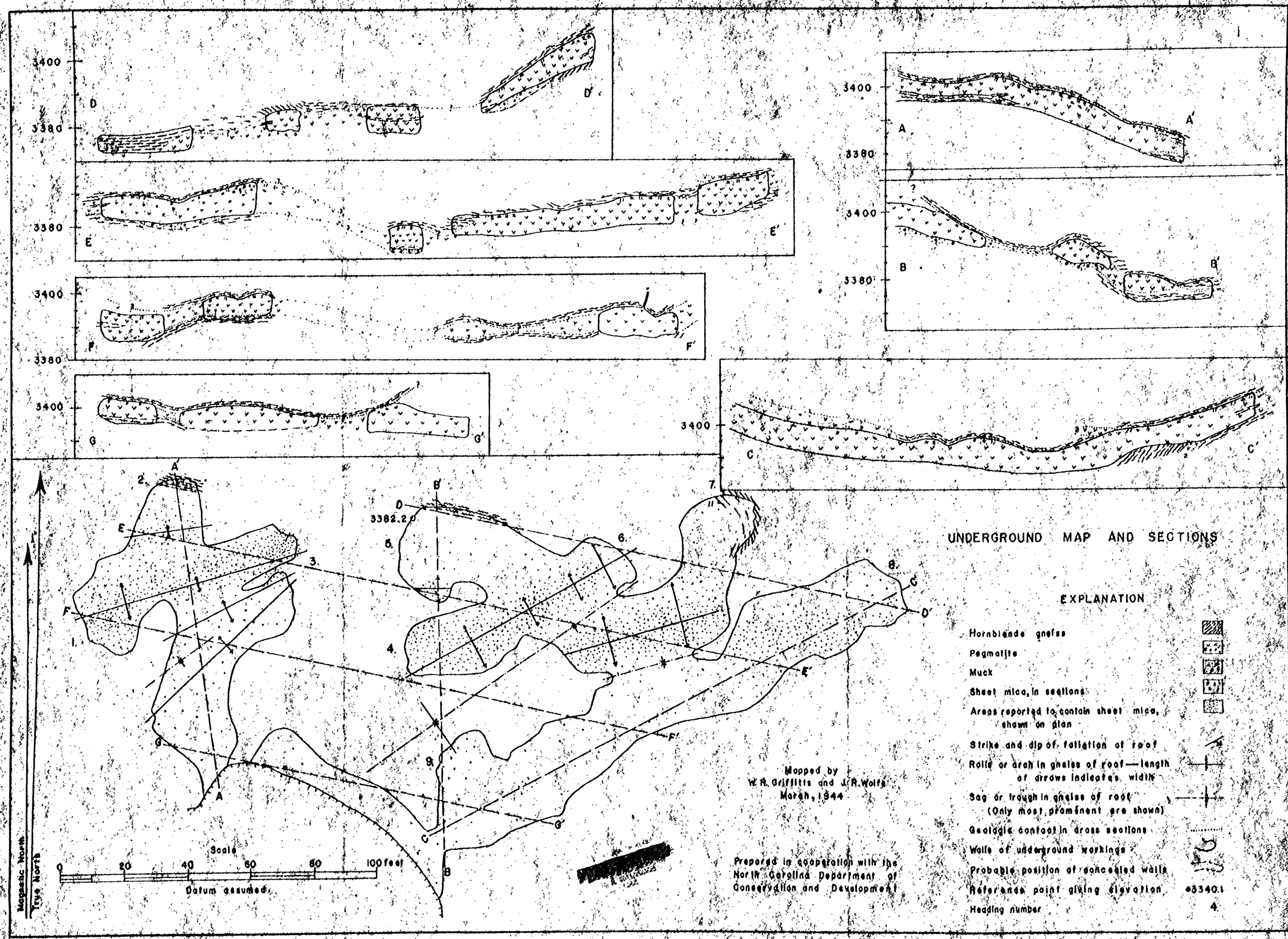
SLIPPERY ELM MINE
PLOT OF MINE AND
LEASE
INCH = 50 ft.
MAY, 24-56
TW CLAPP

SLIPPERY ELM MINE
AVERY COUNTY, N.C.

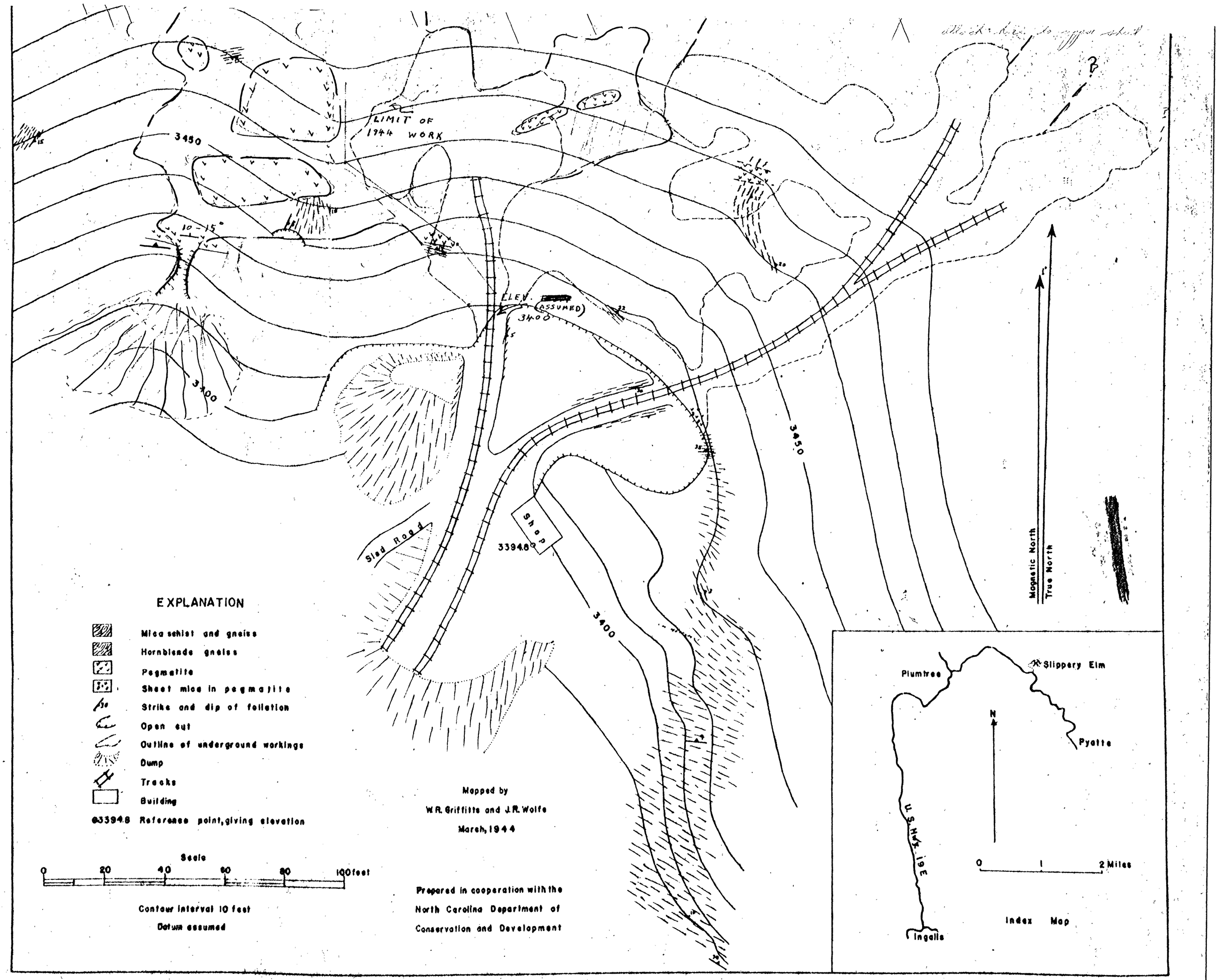
DMEA-4423
(MAP #2)

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAP



SLIPPERY ELM MICA MINE, AVERY COUNTY, N. C.



SLIPPERY ELM MICA MINE, AVERY COUNTY, N. C.