

## AGREEMENT FOR MINERAL EXPLORATION AND DEVELOPMENT

"This Agreement, entered into the 10 day of May, 1944, between the United States of America, acting by and through the Department of the Interior, Bureau of Mines, hereinafter called the Government, represented by the contracting officer executing this agreement, and S. A. Walker, of Pelzer, State of South Carolina, party of the second part."

WITNESSETH, That the parties hereto do mutually agree as follows:

1. The party of the second part, being the owner of the following described tracts of land, including mineral rights, in the county of Greenville, State of South Carolina, to-wit:

The tract of land known as Tracts Nos. 6, 7, and 8 in the division of lands of the late Josephine Walker (Mother of S. A. Walker). The said tracts contain 18.9 acres, more or less, being situated in Oaklawn Township, Greenville, County, South Carolina, and adjoining lands of H. P. Beam, Recorded first day of October, A. D. 1940 in Vol. 226, page 65, and certified by Ollie Farnsworth R. M. C. Greenville County, S. C. at 11:25 a. m. October 1, 1940.

containing 18.9 acres, more or less, hereby grants to the Government the right and privilege to enter upon said lands; to prospect, drill, bore and explore for minerals in, upon or under said lands; to remove from the lands samples of ore and rock taken at such points and in such quantities as it may deem desirable for assay or testing purposes; to construct and operate thereon ore dressing and metallurgical test equipment. The aforesaid rights and privileges include the right to erect and maintain thereon all works, buildings, plants, structures, and appliances necessary or convenient for the prosecution of such operations.

2. The duly authorized representatives and employees of the Government shall have free access to the said lands for the period of this agreement, including the use of any existing mine workings, it being expressly understood and agreed that the Government shall not be restricted in the choice of drilling locations within the property, or in the conduct of the exploratory operations, so long as such selections or activities do not interfere unreasonably with mining operations and the use of the surface of the land or with the improvements thereon.

3. The Government shall not be liable for damages on account of such reasonable use of the said lands as may be necessary in the proper conduct of the operations.

4. The party of the second part shall have free access of the said lands and any existing mine workings but, in the discretion of the Government, other persons may be excluded from that portion of the lands on which the Government is conducting operations.

5. All tools, equipment, structures and improvements placed on or in the property by the Government shall remain the property of the Government and may be removed by it at any time.

6. Upon completion of the operations provided for herein, the Government shall furnish the party of the second part with the factual data obtained, including any assay plans that have been prepared.

7. The Government is not obligated to furnish the party of the second part any factual data or test results before completion of the operation provided for herein.

8. The Government shall have the sole right to publication of the results of the operations provided for herein.

9. This agreement shall remain in full force and effect for a period of one year from the date hereof, unless terminated by the Government upon five days notice to the party of the second part. The Government shall also have the right to renew this agreement for an additional period of one year.

10. When the Government shall have completed its operations to its own satisfaction, it shall vacate the premises.

11. The obligations of this agreement shall extend to and be binding upon, and the benefits hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the parties hereto.

12. It is understood and agreed that the Government is not bound by the terms of this agreement for any specific expenditure.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing however, herein contained, shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation.

14. In the event this agreement is executed by a lessee, or other person not the owner of the property, it will not be binding or effective until the written ratification or consent of the owner has been secured.

S. A. Walker

Witness:

W. C. Hudson  
Jeff Rogers