DMEA 3468

DOCKET INDEX

ACTION DOCUMENTS

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Docket Co

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
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TERMINATION AGREEMENT

It is agreed this 6th day of April, 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Tom Cooper, Sam L. Phillips and Jack Slagle, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E752, Docket No. DMEA-3468, dated January 3, 1955, as amended, hereinafter called the "Contract," that:

1. Effective March 17, 1955, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. All rights of the Government provided for in the Contract with respect to a certification of discovery or development and a percentage royalty and lien for its payment are preserved.

5. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

OPERATOR

By Tom Cooper
Tom Cooper

By Robert A. Lawrence
Executive Officer, DMEA Field Team, Region V

Pitts
Anderson
Pettridge
Chandler
Hunt

By Sam L. Phillips
Sam L. Phillips

By Jack Slagle
Jack Slagle

Docket Copy

Phubs 3/4/55

EXPLORATION PROJECT CONTRACT
DMEA-3468 (mica)
COOPER MINING COMPANY

FEB 10 1955

AMENDMENT NO. 1

Contract Idm-E 752, Docket No. DMEA-3468, dated 3rd day of January 1955, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration and Tom Cooper, Sam L. Phillips and Jack Slagle, of Spruce Pine, North Carolina, is hereby amended as follows:

In exhibit "A", the following changes-

1. Under "Description of the work, Stage I," substitute "46-foot" for "36-foot."

2. Under "Description of the work, Stage II," in item 1, substitute the words "46-foot" for "36-foot."

3. Under "Description of the work, Stage II," for item 3, substitute "From the rehabilitated vertical shaft, sink on the pegmatite a two-compartment vertical and/or inclined shaft for a maximum distance of 47.2 feet, including a sump if necessary."

4. Under "Description of the work, Stage II," in item 4, substitute the words "vertical and/or inclined shaft" for the words "inclined shaft" in both the first and second paragraphs.

5. Under "Fixed Unit Costs," substitute the following for the fifth item: Timbering existing 46-foot shaft including installation of permanent ladders @ $11.11/ft. (rounded) $511.00

6. Under "Fixed Unit Costs," substitute the following for the sixth item: "Sinking 47.23 feet of vertical and/or inclined shaft @ $40/foot $1889.00

These changes were necessary because work in the old shaft revealed that it was 46 feet deep, instead of 36 feet as measured before cleaning-out work was begun.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to pay, nor the amount of any item designated as 'allowable maximum'."

Tom Cooper
Sam L. Phillips
Jack Slagle

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

DMEA Docket Copy

Defense Minerals Administration
RECEIVED
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MF-200A
(Revised June 1954)

Docket No. DMEA-[illegible]

Commodity Mica

Contract No. Idm-E - 752

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT[1]
(Short Form)

It is agreed this 3rd day of January, 195.5, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Tom Cooper, Sam L. Phillips and Jack Slagle, Partners, whose mailing address is Spruce Pine, North Carolina, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Exhibit "A," Annex I, and .....

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of North Carolina, County of Mitchell, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] lessee of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] lease, [7] unrecorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: None

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.), are attached, as follows: Owner's Consent to Lien

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 7, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 7(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Mica The work to be performed is described in Exhibit "A." The Operator on or before MAR 15 1955 shall commence the work, and on or before July 1, 1955 (unless the Operator's obligation to complete the work is terminated—see Article 8) shall complete the work.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—A fixed cost for each unit of work to be performed (per foot of drifting, per foot of drilling, per hour of operations, etc.) is hereby agreed upon, and is set forth in Exhibit "A" in connection with the estimated total cost of the project in the sum of $4,916.00 The Government will contribute 75 percent of the fixed unit costs as work is performed, in a total sum not in excess of $3,687.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 6(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work

performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records or accounts.

ARTICLE 7. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 6) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 8. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 8 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 9. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 10. *Officials not to benefit.*—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 that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Meinzendorf
Administrator, Defense Minerals Exploration Administration

Butin
Hoffhines
Anderson
Hoch
Talbot
Selfridge
Gilfillan

.....

OPERATOR

By x Jam n. Cooper
x Sam L. Phillips
x Jack Slagle

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ..... who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70618-1

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1 3 1955

EXPLORATION PROJECT CONTRACT
TOM COOPER, SAM L. PHILLIPS AND JACK SLAGLE
DOCKET NO. DMEA-3468

ANNEX I

The land referred to in Article 2 of the contract form is known as the Old Burleson (Poteat) Mine and was leased for mining purposes to Tom Cooper, Sam L. Phillips and Jack Slagle for a period of five years by Tom Cooper in an instrument dated August 24, 1954. It is located two miles S 70° W of Spruce Pine, Mitchell County, North Carolina, and is described in the lease as follows:

> Beginning at the Clayton Sparks Tom Cooper Corner on highway U.S. 19-E and running S.W. 400 feet to the 36 foot shaft of the Old Burleson Mine; then running 250 feet North, thence 250 feet West; thence 500 feet South; thence 500 feet East; thence 500 feet North; thence 250 feet West to point of closing.

EXPLORATION PROJECT CONTRACT
TOM COOPER, SAM L. PHILLIPS AND JACK SLAGLE
DOCKET NO. DMEA-3468

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area indicated on the map entitled "Sketch of Old Burleson Mine, Mitchell Co., N. C. DMEA-3468 (mica)," attached hereto and made a part hereof, in two stages as follows:

Stage I

Rehabilitate existing 6 foot by 6 foot, 36 foot vertical shaft, consisting of cleaning out and installing temporary ladders.

Stage II

If approved in advance by the Government, after examination of the work under Stage I, Stage II shall be undertaken, as follows:

1. Timber and install permanent ladders in the existing 36-foot shaft.

2. Construct:

(a) A toolhouse, minimum dimensions 7 feet by 8 feet by 10 feet.

(b) A powder storage magazine, minimum dimensions 4 feet by 3 feet by 2½ feet.

(c) An exploder storage magazine, minimum dimensions 2 feet by 1½ feet by 1 foot.

The toolhouse may be unfloored; shall be made from rough, unfinished lumber, with protective roof covering; and shall be equipped with lock and key.

The powder and exploder magazines shall be boxed on all sides; shall be made from 2-inch hardwood or 3-inch

softwood; and shall be braced at the corners. Lumber for these two boxes shall be smooth on the inside. No metal shall be exposed; and the lids or doors shall be securely locked with the equivalent of a 5-tumbler jarproof lock.

3. From the rehabilitated vertical shaft, sink on the pegmatite a 2-compartment inclined shaft for a maximum distance of 50 feet, including a sump if necessary.

4. From the inclined shaft, explore the pegmatite by driving a maximum of 75 feet of drifts and/or crosscuts.

The inclined shaft and the drifts and/or crosscuts shall have minimum dimensions of 5 feet by 7 feet in the clear of timber.

The location, inclination, direction and extent of all work are subject to the approval of the Government.

Fixed Unit Costs

Rehabilitating shaft 1/	$ 150.00	
Constructing		
Toolhouse 1/	78.00	
Powder magazine 1/	25.00	
Exploder magazine 1/	13.00	
Timbering existing 36-foot shaft including installation of permanent ladders @ $11.11/ft. (rounded)	400.00	
Sinking 50 feet of incline @ $40.00/ft.	2,000.00	
Driving 75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00	
Estimated total cost of project		$4,916.00
Government participation @ 75%		$3,687.00

1/ The completed work constitutes the unit.

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Mitchell, described as follows:1/

Beginning at the Clayton Sparks-Tom Cooper Corner on Highway U.S. 19-E and running S.W. 400' to the 36' shaft of the Old Burleson Mine; then running 250' North, thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to point of closing. This property in Mitchell County, 2½ miles West of Spruce Pine, N. C.

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Tom Cooper, Sam L. Phillips, and Jack Slagle

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract or any amendment thereof shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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/ Insert the name of the Operator as it will appear in the exploration project contract.

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

(OVER)

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

_____

_____

_____

Dated this 24th day of August, 1954.

(Signed) Tom Cooper [Seal] Spruce Pine, N. C.

_____ [Seal]

_____ [Seal]

DEPARTMENT OF THE ...
Defense Minerals Administration
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MINING LEASE

State of North Carolina Mitchell County:

This indenture made this 24th day of August, 1954, 1953X

between Tom Cooper

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and Tom Cooper, Sam L. Phillips and Jack Slagle

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

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

Beginning at the Clayton Sparks-Tom Cooper Corner on Highway U.S.19-E and running S.W. 400' to the 36' shaft of the Old Burleson Mine; then running 250' North, thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to point of closing. This property lying in Mitchell County, 2½ miles West of Spruce Pine, N. C.

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

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

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

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

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

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

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

Witness: Tom R. Cooper (Seal)

_____ _____ (Seal)

Kenneth R. McKinney
Notary Public
My Comm. Expires 8/11/55

_____ (Seal)

Docket File
Surname
Anderson
Houk
Talbert
Selfridge
Johnson

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

JUN 28 1955

Mr. Tom Cooper, et al.
Route 1
Spruce Pine, North Carolina

Re. Docket No. DME 1-3468 - Mica
Tom Cooper, et al.
Old Burleson Mine
Mitchell County, North Carolina
Contract No. Idm-E752

Dear Mr. Cooper:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the Operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

WCAnderson:pk 6/16/55
Copy to: Admr. R. File
Docket
Mr. Chambers
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Field Team, Region V
Mr. Houk

R.C.L.

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

June 13, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region 5, Knoxville, Tennessee

Subject: DMEA-3468, Idm-E752 (mica) Tom Cooper, et al.
Old Burleson (Poteat) Mine, Mitchell County, N. C.

Reference is made to your letter dated June 7, 1955.

The Field Team does not believe additional exploration is warranted on the subject deposit. Furthermore, the Operators had requested that the work be stopped before the Field Examiners permitted them to do so; therefore, it is extremely doubtful that the Operators would agree to resume work.

This project was designed to explore for mica concentrations along the western contact of a thick pegmatite body which is apparently different from the one extensively worked during World War I. Furthermore, the extent of the pegmatite and extent of old workings at the previously mined deposit are not known; however, on the outcrop this pegmatite is vertical, so it is entirely possible that the reports on the long incline to the southwest are in error. Certainly no mica was found under the project and there is no indication that any appreciable amounts occur in the immediate area. Therefore, the Field Team does not believe further work is justified.

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch

V. J. Lynch, Member
Bureau of Mines

RECEIVED
JUN 15 1955

Docket Copy
Surname:
Anderson
Houk
Selfridge
Fortman
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UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

JUN - 7 1955

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Idm-E752

Dear Mr. Laurence:

Reference is made to reviews of the Field Team Final Report on the subject project by Mr. N. F. Dietrich of the Bureau of Mines, dated May 17, 1955, and Mr. N. E. Nelson of the Geological Survey, dated May 31, 1955. Copies are enclosed.

Please note Mr. Nelson's comments. He raises questions on the project to which we will appreciate having your reaction. If you agree that it is worthwhile to follow Mr. Nelson's recommendation and the Operator is willing, we will have no objection to amending the contract to provide for additional exploration work.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Approved:

J. H. Hedges (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 6/3/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

A.C.L.

IN REPLY REFER TO:

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

RECEIVED
JUN - 1 1955

May 31, 1955

Re: DMEA-3468
Cooper, Phillips and Slagle
Old Burleson Mine
Mitchell Co., N. C.
$4,916.00 - Mica

Memorandum

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

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

Subject: Review of Field Team final report

If the open cut shown in the sketch of Old Burleson Mine, which is part of the Field Team report of Sept. 23rd, 1954, is the mine which was a large producer of mica during World War I, it would appear that the work done under Contract Idm-E752 (3468) prospected a different pegmatite or the hanging wall side of a thick bulging pegmatite, assuming the pegmatite, vertical in the open cut, continues on strike to the plane of section A-A', a matter of 100 feet.

If the west wall of the open cut is country rock (alaskite) then the old mine would seem to have been in a parallel pegmatite, in which case the curved drift-crosscut of the contract was stopped too soon. If continued it should be headed due east, in which case if the pegmatite is continuous and the strikes and dips (90°) remain as stated it would enter the southerly extension of the open cut (Burleson) pegmatite within 60 or 70 feet. In case dip is to the west the distance would be less. If old workings are to be expected, care should be taken regarding levels, that is elevations. As is, from the sketch map, the drift-crosscut is at about the same level as the lip of the open cut and water should not trouble.

On the evidence submitted I do not concur with the findings of the Field Team and, if the applicants can carry their share, I recommend continuing the crosscut or diamond drill a fan of three or four horizontal underground holes if an underground drill is available.

T. K. Kilsgaard
FOR: N. E. Nelson

Docket File

600

Project Summary Report

By: Walter C. Anderson May 19, 1955

1. Docket No. DMEA-3468 - Mica
Contract No. Idm-E752
Old Burleson Mine
Mitchell County, North Carolina

Operators: Tom Cooper, Sam L. Phillips and Jack Slagle
Spruce Pine, North Carolina
Application: Form MF-103 (April 1952) received August 30, 1954
Work proposed: 40 feet of shaft rehabilitation, 45 feet of additional shaft and 100 feet of drifts and/or crosscuts.
Amount requested $6,950.00
Operator's Property Rights:
Lease for 5 years dated August 24, 1954.
Owner's Consent to Lien dated August 24, 1954.

2. Contract: Form MF-200A (June 1954) dated January 13, 1955.
Work authorized:

Construct toolhouse and powder and exploder magazines	$ 116.00
Rehabiliate shaft	150.00
Timber 36 feet of existing shaft @ $11.11/ ft	400.00
Sink 50 feet of incline @ $40.00/ft	2,000.00
Drive 75 feet of drifts and/or crosscuts @ $30.00/ft	2,250.00
Estimated total cost of project	$4,916.00
Government participation @ 75%	$3,687.00

Amendments: No. 1 dated February 10, 1955. Increase depths of rehabilitated shaft from 36 feet to 46 feet and changes additional shaft from 50 feet to 47.23 feet.

Work Completed:

Construction toolhouse, powder and exploder magazines	$ 116.00
Rehabilitation 46 feet of existing shaft	150.00
Timbering 46 feet of shaft @ $11.11/ft	511.00
23 feet of additional shaft @ $40.00/ft	920.00
57 feet of drifts @ $30.00/ft	1,710.00
Total accepted cost of project	$3,407.00
Government participation @ 75%	$2,555.25

Work began on January 3, 1955 and was terminated by mutual agreement on March 17, 1955.
Field Team Final Report received May 12, 1955.
Operator's Final Report recieved May 12, 1955
No production during operation.
No equipment was purchased under the contract.

3. Audit: Report of Review issued March 29, 1955.

Accepted cost	$3,407.00
Government participation at 75%	$2,555.25

4. Certification of discovery: None issued.

5. Comments:

How conducted: All of the work in which the Government participated was acceptable.

Operation: Good

Engineering: Operator furnished satisfactory account of the project.

Geological Premise: The premise that additional mica would be found down dip of a previously mined pegmatite did not materialize as the mica was not sufficiently large to yield trimmed sheet mica.

Geological Criteria upon which work was based:

1. Pegmatite 12 feet thick enclosed conformably in mica schist.
2. Mica-green, hard, generally flat and splits well.
3. Past production.

Criteria developed during project:

1. Unzoned pegmatite in excess of 60 feet thick enclosed conformably in mica gneiss.
2. Mica-Too small,less than 1 inch in diameter.

Future possibilities: None

Recommendations: The Nonmetallic Minerals Division concurs in Field Team's recommendation that additional exploratory work is not warranted and no certification of discovery be issued. The Bureau of Mines concur. The Geological Survey disagrees and recommends that additional exploration should be done. The DMEA Field Team disagreed with the Survey's comments. We concur in Field Team's comments, and therefore, a closing letter is written.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

May 19, 1955

Project Summary Report

By: Walter C. Anderson

1. Docket No. DMEA 3468 - Mica
Contract No. Idm-E752
Old Burleson Mine
Mitchell County, North Carolina

Application: Form MF-103 (April, 1952) received August 30, 1954.
Work proposed: 40 feet of shaft rehabilitation, 45 feet of additional shaft and 100 feet of drifts and/or crosscuts.
Amount requested: $6,950.00
Operators: Tom Cooper, Sam L. Phillips and Jack Slagle
Spruce Pine, North Carolina
Operators' Property Rights:
Lease for 5 years dated August 24, 1954, on Tom Cooper property covering about 6 acres.
Owner's Consent to Lien dated August 24, 1954.

2. Contract - Form MF-200A (June, 1954) dated January 3, 1955
Work authorized:

Construct toolhouse, powder and exploder magazines	$116.00
Rehabilitate shaft	150.00
Timber 36 feet of existing shaft @ $11.11/ft.	400.00
Sink 50 feet of incline @ $40.00/ft.	2,000.00
Drive 75 feet of drifts and/or crosscuts @ $30.00/ft.	2,250.00
Estimated total cost of project	$4,916.00
Government participation @ 75%	$3,687.00

Amendments: No. 1 - date February 10, 1955. Increases depth of rehabilitated shaft from 36 feet to 46 feet and changes additional shaft from 50 feet to 47.23 feet.

Work completed:

Construction toolhouse, powder and exploder magazines	$116.00
Rehabilitation 46 feet of existing shaft	150.00
Timbering 46 feet of shaft @ $11.11/ft.	511.00
23 feet of additional shaft @ $40.00/ft.	920.00
57 feet of drifts @ $30.00/ft.	1,710.00
Total accepted cost of project	$3,407.00
Government participation	$2,555.25

Work began on January 3, 1955 and was terminated by mutual agreement on March 17, 1955

Field Team Final Report received May 12, 1955.

Operator's Final Report received May 12, 1955.

No production during operation.

No equipment was purchased under the contract.

3. Audit:

Report of Review issued March 29, 1955.

Accepted cost	$3,407.00
Government participation	$2,555.25

4. Certification of Discovery: None issued.

5. Comments:

How conducted: All of the work in which the Government participated was acceptable.

Operation: Good.

Engineering: Operator furnished satisfactory account of the project.

Geological Premise: The premise that additional mica would be found down dip of a previously mined pegmatite did not materialize as the mica was not sufficiently large to yield trimmed sheet mica.

Geological Criteria upon which work was based:

1. Pegmatite 12 feet thick enclosed conformably in mica schist.
2. Mica - green, hard, generally flat and splits well.
3. Past production.

Criteria developed during project:

1. Unzoned pegmatite in excess of 60 feet thick enclosed conformably in mica gneiss.
2. Mica - too small, less than 1 inch in diameter.

Future possibilities: None

Recommendations: The Nonmetallic Minerals Division concurs in field team's recommendation that additional exploratory work is not warranted and no certification of discovery be issued. The commodity specialist of the Bureau of Mines concurs. The commodity specialist of the Geological Survey disagrees and recommends that additional exploration should be done. The DMEA Field Team disagreed with the Survey's comments. We concur in field team's comments, and therefore a closing letter is written.

Walter C. Anderson

Walter C. Anderson, Mining Engineer

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 17 1955

May 17, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3468 (mica)

Applicant: Tom Cooper, Sam L. Phillips, and Jack Slagle

Name and Location of Property: Old Burleson Mine
Mitchell County, North Carolina

Contract Number: Idm-E752

Date of Field Team Report: 5-9-55

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 5-16-55

Field Team Recommendation:

1. Denial.

Comments:

1. A pegmatite dike more than 60 feet wide was exposed in the lower part of the shaft and in the drift, but the mica uncovered was all less than 1 inch in diameter.

2. Additional exploration was not recommended.

3. Expenditures

- Total approved	$4,916.00
- Total cost	3,407.00
- Gov't. share of the cost	2,555.25
- Value of production during operation	None

Recommendation:

I concur with the field team's recommendation to deny certification of discovery or development.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

C O P Y

~~WASHINGTON 25, D. C.~~
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

May 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports, DMEA 3468, Idm-E752 (mica) Tom Cooper, Sam Phillips, and Jack Slagle, Operators. Old Burleson Mine, Mitchell County, N. C.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject contract.

We agree with the recommendation that certification of discovery should not be issued.

/s/ ROBERT A. LAURENCE
Executive Officer, DMEA
Field Team, Region V

/s/ V. J. LYNCH
Member, Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
J-16-55
(Date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 12 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

By

DMEA FIELD TEAM, REGION V

On

DMEA-3468, OLD BURLESON MINE (mica)

Mitchell County, N. C.

BY

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

and

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

May 9, 1955

Reviewed by
DMEA OPERATING COMMITTEE
5-16-55
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 12 1955

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
On
DMEA-3468, OLD BURLESON MINE
Contract Idm-E752 (mica)

Operators: Tom Cooper, Sam L. Phillips and Jack Slagle, Partners, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Exploration of a thick pegmatite body at this mine failed to reveal any mica sufficiently large in size to yield trimmed sheet mica. It is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

Work under the contract began January 3, 1955, and was ended March 17, 1955. An existing 46-foot vertical shaft was made accessible by cleaning out old muck under Stage I, of the contract. Work completed under Stage II of the contract consisted of constructing a toolhouse, powder magazine, and exploder magazine; installing timber and ladders in the existing 46-foot shaft; deepening this shaft an additional 23 feet vertically; and driving a total of 57 feet of drifts in pegmatite from the 65 foot level of the shaft (see attached sketch map). As this work did not discover any mica in sizes large enough to yield trimmed sheet mica, the contract was terminated by mutual agreement effective April 6, 1955.

A pegmatite in excess of 60 feet thick was exposed in the lower part of the shaft and in the drift. The hanging wall contact of the body was intersected at a depth of 36 - 45 feet in the shaft. This contact is conformable to the foliation of the adjacent country rock, mica gneiss, which strikes north-south and dips 40° to the west. The footwall contact was not intersected in any of the work completed. The pegmatite consists of medium-grained plagioclase, perthite, quartz, green muscovite and garnet, in order of abundance. No zoning of the body is apparent. All of the mica discovered was less than one inch in diameter; too small to yield trimmed sheet mica.

Expenditures:			
	(a)	Total approved	$4,916.00
	(b)	Total cost of project	3,407.00
	(c)	Government's share of cost	2,555.25
	(d)	" " unexpended	1,131.75
	(e)	Value of production during opr.	None

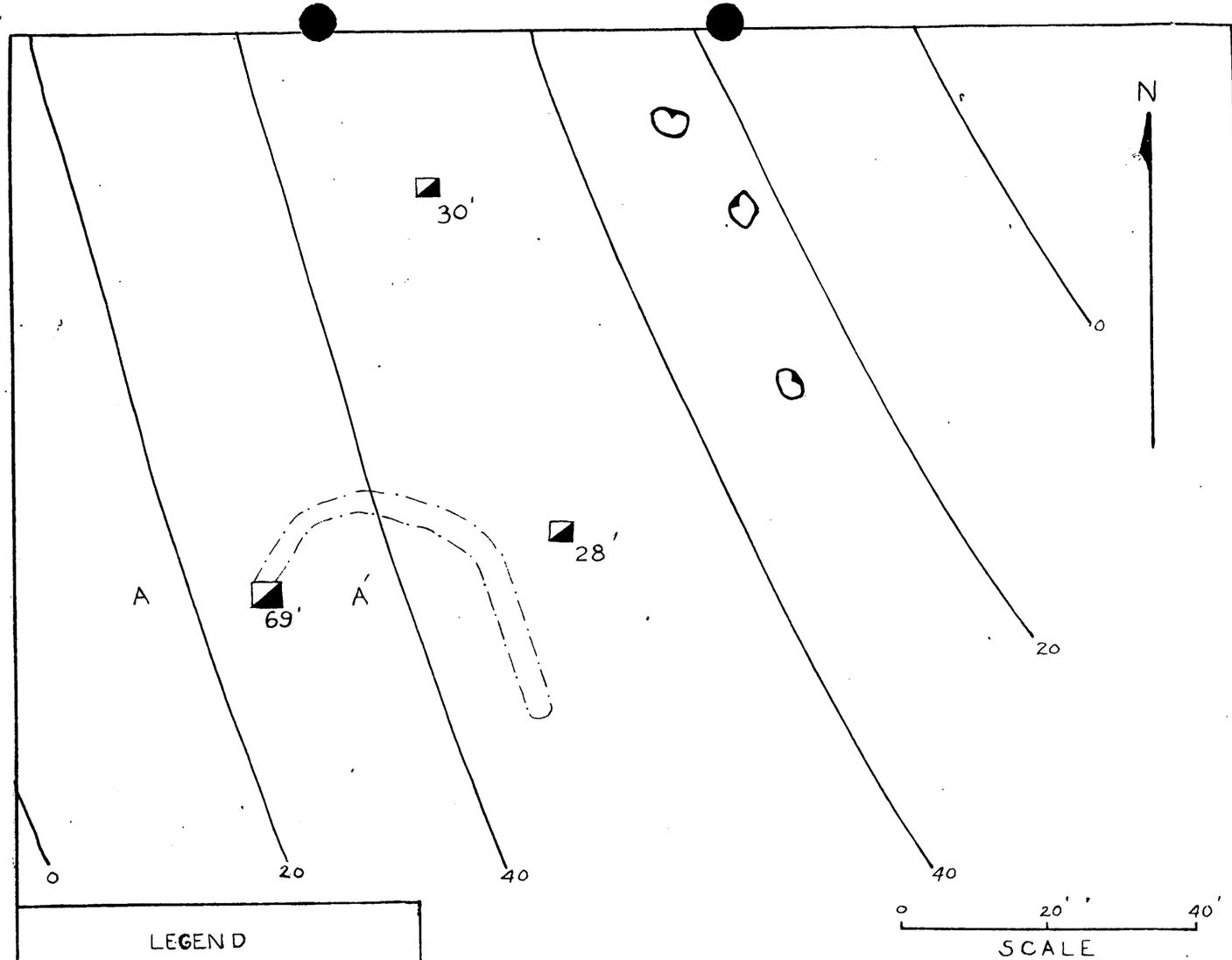
The work done under the contract was conducted in an efficient and satisfactory manner. No equipment was purchased under the contract.

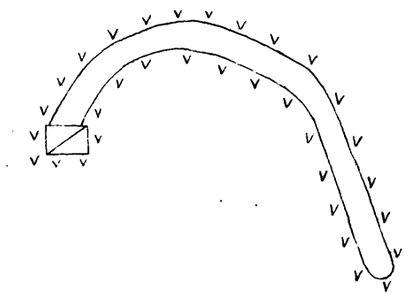
May 9, 1955

K. H. Teague and D. H. Amos,
Geologists, U. S. G. S.

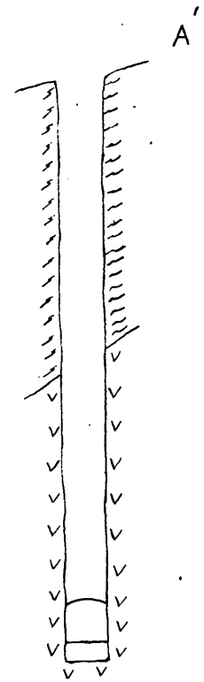
L. E. Shirley, Mining Engineer
U. S. B. M.

z





PLAN 65'-LEVEL



SECTION A-A'

LEGEND

~~ mica gneiss

v v pegmatite

shaft

cut

— contact

—·— outline of undground workings

SKETCH OF OLD BURLESON MINE

MITCHELL CO., N.C.

DMEA-3468 (mica)

March, 17, 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1031 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 12 1955

May 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: Final Reports, DMEA3468, Idm-E752 (mica) Tom Cooper, Sam Phillips, and Jack Slagle, Operators. Old Burleson Mine, Mitchell County, N. C.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject contract.

We agree with the recommendation that certification of discovery should not be issued.

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

V. J. Lynch
Member, Bureau of Mines

Defense Minerals
RECEIVED
MAY 12 1955

Spruce Pine, North Carolina
March 18, 1955

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

Re: DMEA-3468 - Cooper Mining Co.

Dear Mr. Laurence:

The following will serve as a final report on the Cooper Mine:

Work began on this project on January 3, 1955 and was completed on March 17, 1955 when the DMEA field team recommended a termination of the contract.

We rehabilitated 36' of existing shaft, and timbered the full 36'. We then moved in hoist and air compressor, set up boom and mask poles, and began to lower the shaft. We lowered the shaft in vein material a total distance of 70', and no mica was found at any time.

We left a 5' water hole and drifted approximately 9' N. 70* E. at which time it was recommended that we change direction to S. 80* E. We drifted in this direction approximately 8', still encountering no mica. We then drifted 10' S. 55* E, then approximately 33' S. 20* E. making a total of about 60' of drift, all of which was in vein material, but which showed no mica. At the 60' point in the drift, the field team visited the mine on March 17 and recommended that the contract be terminated since no discovery had been made.

We wish to thank the DMEA Field Team for its cooperation and assistance on this project.

If further details are necessary, please contact us.

Very truly yours,

COOPER MINING COMPANY

Sam L. Phillips

Sam L. Phillips

P/b

Defense Minerals Admin.
RECEIVED
MAR 22 1955

Spruce Pine, North Carolina
March 18, 1955

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

Re: DMEA-3468 - Cooper Mining Co.

Dear Mr. Laurence:

The following will serve as a final report on the Cooper Mine:

Work began on this project on January 3, 1955 and was completed on March 17, 1955 when the DMEA field team recommended a termination of the contract.

We rehabilitated 36' of existing shaft, and timbered the full 36'. We then moved in hoist and air compressor, set up boom and mask poles, and began to lower the shaft. We lowered the shaft in vein material a total distance of 70', and no mica was found at any time.

We left a 5' water hole and drifted approximately 9' N. 70° E. at which time it was recommended that we change direction to S. 80° E. We drifted in this direction approximately 8', still encountering no mica. We then drifted 10' S. 55° E, then approximately 33' S. 20° E. making a total of about 60' of drift, all of which was in vein material, but which showed no mica. At the 60' point in the drift, the field team visited the mine on March 17 and recommended that the contract be terminated since no discovery had been made.

We wish to thank the DMEA Field Team for its cooperation and assistance on this project.

If further details are necessary, please contact us.

Very truly yours,

COOPER MINING COMPANY

Sam L. Phillips

Sam L. Phillips

P/b

Spruce Pine, North Carolina
March 18, 1955

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

Re: DMEA-3463 - Cooper Mining Co.

Dear Mr. Laurence:

The following will serve as a final report on the Cooper Mine:

Work began on this project on January 3, 1955 and was completed on March 17, 1955 when the DMEA field team recommended a termination of the contract.

We rehabilitated 36' of existing shaft, and timbered the full 36'. We then moved in hoist and air compressor, set up boom and mask poles, and began to lower the shaft. We lowered the shaft in vein material a total distance of 70', and no mica was found at any time.

We left a 5' water hole and drifted approximately 9' N. 70° E. at which time it was recommended that we change direction to S. 30° E. We drifted in this direction approximately 8', still encountering no mica. We then drifted 10' S. 55° E, then approximately 33' S. 20° E. making a total of about 60' of drift, all of which was in vein material, but which showed no mica. At the 60' point in the drift, the field team visited the mine on March 17 and recommended that the contract be terminated since no discovery had been made.

We wish to thank the DMEA Field Team for its cooperation and assistance on this project.

If further details are necessary, please contact us.

Very truly yours,

COOPER MINING COMPANY

Sam L. Phillips

Sam L. Phillips

P/b

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

Defense Minerals Administration
RECEIVED
APR 21 1955

April 18, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region 5, Knoxville, Tennessee

Subject: Termination Agreement On# Idm-E752, DMEA-3468 (mica)
Cooper, Phillips & Slagle, Spruce Pine, N. C.
Old Burleson Mine, Mitchell County, N. C.

Transmitted are three signed copies of the subject termination agreement.

The usual distribution of the other copies has been made by this office.

Robert A. Laurence

Robert A. Laurence

FILE COPY
Surname:
Anderson
Houk
Selfridge
Kjorman
Clymer
Mutterdorf

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

600

APR - 5 1955

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Ids-E752

Dear Mr. Laurence:

Reference is made to your field team memorandum of March 23, 1955, requesting permission to terminate the subject contract by mutual agreement.

We have prepared and enclosed herewith the original and five copies of a Termination Agreement for your signature. If it meets with your approval please sign it in behalf of the Government and present it to the Operator for approval and signature.

After execution of the Termination Agreement, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2/5)

Approved:

J. H. Hedges (2/5)

Member, Bureau of Mines

Thor H. Kiilsgaard (2/5)

Member, Geological Survey

Enclosures 6

WCAnderson:ad 4/1/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.A.L.

FILE COPY
Surname:
Anderson
Houk

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

600

March 29, 1955

Memorandum

To: Mr. J. L. Hofflund, Acting Assistant Solicitor

From: Nonmetallic Minerals Division

Subject: Termination Agreement - Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Idm-E752

Pursuant to Field Team's request for permission to terminate the subject contract by mutual agreement in their memorandum of March 23, 1955, please prepare a Termination Agreement for signature of the Executive Officer, DMEA, Region V. No certification of discovery will be recommended.

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:ad 3/29/55
Copy to: Admr. R. File
Docket
Mr. Houk

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

MAR 3 0 1955

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

Dear Mr. Laurence:

Enclosed are the original and two copies of Reports of Review covering the following completed or terminated Exploration Project Contracts:

Contract No.	Docket No.	Operator
Idm-E-711	DMEA-3356	Jeter and Howard Boone
Idm-E-752	DMEA-3468	Cooper, Phillips and Slagle

If you concur with the facts stated therein, the original and one copy of each Report of Review should be forwarded to the Certifying Officer and one copy of each should be retained in your files. If, for any reason, a Report of Review does not have your concurrence please return all copies thereof to this Division with your comments thereon.

Copies of Field Team reports received in this office have provided a means of verification for the work performed under "agreed unit costs" provisions of the contracts.

Sincerely yours,

(Signed) E. D. Talbert

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosures

EDTalbert/ama
March 29, 1955

cc: Docket - DMEA-3468
Admr. Reading File
Helen Miller
Mr. Chambers

R.C.S.

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

March 23, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region 5, Knoxville, Tennessee

Subject: DMEA-3468 (mica) Tom Cooper, et al. Old Burleson Mine (Poteat) Mitchell County, N. C.

Attached is the recent interim report on the subject project. From this report it is obvious that additional work is not warranted. Work not completed under the contract is as follows:

24.23 feet of shaft @ $40/ft.

15 ft. of drift @ $30/ft.

The examiners do not believe that the expenditure of this additional footage is justified.

Permission is requested to terminate this project by mutual agreement. Certification will not be recommended.

V. J. Lynch
V. J. Lynch, Acting

K. H. Teague
K. H. Teague, Geologist
U. S. Geological Survey

INTERIM REPORT

DMEA-3468, Idm-E752, OLD BURLESON MINE
(mica)

Operator: Tom Cooper, et al. Spruce Pine, North Carolina

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° west of Spruce Pine, Mitchell County, North Carolina

This contract has been suspended without making a significant discovery of strategic mica. Work accomplished under contract consisted of shaft rehabilitation, timbering of an existing 46 ft. shaft, construction of a toolhouse and powder and exploder magazines, deepening the shaft an additional 23 feet in new ground, and driving 60 feet of drift. Turnoff on the drift was at the 65-foot shaft level, leaving a 4 ft. sump for water. Material encountered during shafting and drifting was primarily feldspar, with little quartz, and an occasional small block of green muscovite mica.

All work was conducted satisfactorily.

Inspected: March 17, 1955.

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

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

z

Minerals Administration
RECEIVED

INTERIM REPORT

DMEA-3468, Idm-E752 (mica) OLD BURLESON MINE

Operator: Cooper, Phillips and Slagle, Ptnrs. Spruce Pine, North Carolina

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Drifting from the 65 foot shaft level to the northeast is underway on this contract and an advance of 18 feet has been made; 8 feet has been driven in a N. 10° E. direction, and 10 feet in a N. 75° E. direction. Material encountered is primarily feldspathic and is very soft. Occasionally small, thin blocks of green muscovite mica and inclusions of mica gneiss are encountered.

The Operator was advised to continue timbering the drift, using side and top lagging as long as ground is badly weathered. The use of magazines provided for storing caps and powder was again pointed out to the foreman. Progress on this contract is satisfactory.

Inspected:
March 2, 1955

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

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

z

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

February 21, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina
Contract No. Idm-E752

The Nonmetallic Minerals Division concurs in Amendment No. 1 to the subject contract as written and executed in the field. This amendment changes 36 feet timbering existing shaft to 46 feet, and changes 50 feet of incline to 47.23 feet of vertical and/or inclined shaft. These is no change in total cost of project.

This amendment is necessary because the work revealed that the existing shaft was 46 feet deep instead of 36 feet as reported by the field team.

Walter C. Anderson
Walter C. Anderson
Nonmetallic Minerals Division

RECEIVED
MAR 1 1955
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

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

February 10, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V-Knoxville, Tenn.

Subject: Amendment No. 1, on DMEA-3468, Idm-E 752, Cooper, Phillips and Slagle, Partners, N. C.

Transmitted are three signed copies of the subject amendment. The usual distribution of the other copies has been made from this office.

V. J. Lynch

INTERIM REPORT

DMEA-3468, Idm-E752 (mica) Old Burleson Mine

Operator: Cooper, Phillips and Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Shaft sinking continues on this contract, and coupled with the rehabilitated 46 feet, now totals 65 feet. The last 19 feet is in feldspathic pegmatite barren of mica. Sinking will continue until another examination can be made or total depth has been reached. Instructions have been given for turning off on drift levels.

A combination hoist and toolhouse, powder and cap magazines, and a conventional hoisting frame has been constructed. Equipment consists of a gasoline powered hoist, a 105 c.f.m. air compressor with drilling accessories and necessary hand tools.

The Operator was advised to store powder and caps in magazines provided and to correct position of Crosby clips on hoisting rope.

Inspected: Feb. 17, 1955.

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

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

z

INTERIM REPORT

DMEA-3468, Idm-E752, OLD BURLESON MINE

FEB 14 1955

Operator: Tom Cooper, Sam L. Phillips and Jack Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway No. 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

Shaft sinking is under way on this project. The existing shaft when mucked out was 46 feet deep. It has been deepened an additional 11 feet to a present depth of 57 feet. The entire shaft has been timbered. The lower 11 feet is entirely in pegmatite. No mica has been recovered to date.

Progress on this contract is satisfactory.

Examined: February 3, 1955.

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 200 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1955

January 25, 1955

Mr. Tom Cooper

Spruce Pine, N. C.

Re: DMEA-3468, Idm-E752 (mica)
Old Burleson Mine

Dear Mr. Cooper:

This will confirm the verbal authorization given Mr. Sam L. Phillips, your partner, last week to proceed with Stage II of the exploration work at the Old Burleson Mine, as provided in the subject exploration contract.

Very truly yours,

Wm. A. Beck, Acting Executive Officer
DMEA- Region V

DiA?sm
cc:

Beck
Opr/Com.
Shirley
Files

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 27 1955

INTERIM REPORT

DMEA-3468, Idm-E752, OLD BURLESON MINE

Operator: Tom Cooper, Sam L. Phillips and Jack Slagle, Spruce Pine, N. C.

Location: On the northwest side of U. S. Highway No. 19E, 2 miles S. 70° W. of Spruce Pine, Mitchell County, N. C.

The starting date on this contract is January 10, 1955. Stage I of the contract which consisted of rehabilitating an existing vertical shaft has been completed. A conformable pegmatite about 10 feet thick is exposed in the bottom of the shaft. It strikes N-S and dips 40° to the west. No zoning is apparent in the body. Scattered books of mica are present. Only minor "ground hogging" has been done from this shaft.

It is recommended that Stage II of the contract be undertaken.

Examined: January 19, 1955.

K. H. Teague D. H. Amos

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

z

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

JAN 13 1955

January 11, 1955

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville

Subject: Contract Idm-E 752 , DMEA-3468 (mica) Tom Cooper, Sam L. Phillips, and Jack Slagle, Partners, N. C.

Transmitted are three signed contracts on the subject partnership - DMEA-3468.

The usual distribution of the other signed copies has been made from this office.

Robert A. Laurence

Robert A. Laurence

DOCKET FILE
Surname:
Anderson
Houk
Fulbert
Selfridge
Johnson

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

600

JAN - 4 1955

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

Subject: Docket No. DMEA-3468 - Miss Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

If the contract meets with your approval present it to the Operators for their approval and signature. Please explain to the Operators that the contract, when executed, is a firm commitment under the terms of which they are obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operators and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

After execution of the contract, the copies are to be distributed in the usual manner. Copies of memoranda from the Geological Survey, dated October 19, 1954, and from the Bureau of Mines, dated October 15, 1954, are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

Enclosures 10

WCAnderson:ad 12/30/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.H.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC - 2 1954

Spruce Pine, North Carolina
November 30, 1954

Mr. Lawrence G. Houk, Chief
Nonmetallic Minerals Division
Department of the Interior, DMEA
Washington, 25, D. C.

Re: DMEA-3468 - Mica
Old Burleson (Poteat) Mine
Mitchell County, N. C.

Dear Mr. Houk:

In reply to your letter of November 24, we are enclosing new Consent to Lien and Lease forms for the above application. These forms carry a revised legal description of the leased property, and I believe this will be satisfactory.

If any further information is necessary, please contact us.

Very truly yours,

Sam L. Phillips

Sam L. Phillips

P/b
Enc.

Docket Copy
Surname:
Houk
Mitchell

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

600

NOV 24 1954

Mr. Sam L. Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Dear Mr. Phillips:

Reference is made to your application for exploration assistance at the subject mine.

The legal description of the leased area on the mining lease and on the Owner's Consent to Lien are not referenced to a permanent identifiable point. "The center of mine known as the Old Burleson Mine" is not a point that can be definitely established and, therefore, cannot be accepted as a reference point. The legal description may be referenced to the center of the 36-foot shaft. The mining lease and Owner's Consent to Lien are returned herewith for correction. The point of beginning of the legal description should start at a point on the boundary of the tract and not at the reference point.

Processing of your application will be resumed when the corrected lease and Owner's Consent to Lien are returned.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Enclosures 7

LGHouk:gad 11/23/54
Copy to: Admr. R. File
Docket
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5222
Mr. Houk

R.C.S.

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

November 10, 1954

Memorandum

To: Operating Committee, D. M. E. A. Washington

From: Field Team, D. M. E. A. Region VII

Subject: Field Examination Report - DMEA-3468 (mica) Old Burleson Mine (Poteat Mine) Mitchell County, N. C.

Reference is made to your letter on the subject mine, dated November 1, 1954.

No old surface workings nor outcrops of pegmatite occur on the hill slope west of the 36-foot shaft. The slope of the hill as shown on the sketch attached to the field examination report is not correct. It is estimated that this slope is nearer 30 degrees.

The attitude of the pegmatite as given in the report is only approximate as no direct observations could be made. A north-south strike and a dip of 30° to the west was obtained by considering relative positions of old works and by observing down old inaccessible shafts. The dip may well be steeper than the estimated 30 degrees.

It was because of this uncertainty about the attitude of the pegmatite and also the desire to examine more closely its character (zoning, mineral composition, mica distribution, etc) that a staged program, with Stage I to consist of cleaning out and making accessible the 36-foot shaft, was recommended. If this information is favorable, the Field Team is of the opinion that exploration from the 36-foot shaft would be more economical and would yield quicker results than any other approach.

D. H. Amos

D. H. Amos, for R. A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm. A. Beck By: gm

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Docket Copy
Surname:
Anderson
Houk
Selfridge
Johnson
Mitchell

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

NOV 1 - 1954

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

Reference is made to the application for exploration assistance at the Old Burleson (Poteat) Mine.

The Field Team in its report of September 23, 1954, recommends a contract in the amount of $4,913.00. They propose to sink a 50-foot incline on the pegmatite westward from the existing 36-foot shaft and then drive 75 feet of drift along the pegmatite. According to the report the pegmatite dips 30° West. Since the contours on the attached sketch indicate the hillside slopes downward about 50° in the same direction, it appears the pegmatite should outcrop a short distance west of the shaft.

If the above analysis is correct, would it not be more economical to explore the pegmatite with an adit at an approximate location further down the slope. We will appreciate your comments after further investigation by the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2HB)

Approved:

J. H. Hedges (2HB)

Member, Bureau of Mines

Thor H. Kiilsgaard (2HB)

Member, Geological Survey

WCAnderson:gad 10/27/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5223
Mr. Houk

R.C.S.

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

Defense Minerals
RECEIVED
OCT 18 1954

October 15, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3468 (mica)

Applicant: Tom Cooper

Name and Location of Property: Old Burleson (Poteat) Mine
Mitchell County, North Carolina

Date of Field Team Report: October 1, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: October 11, 1954

Field Team Recommendation:

1. Exploration assistance.

Comments:

1. The mine produced considerable mica during World War I and recently $800 worth of strategic mica was recovered and sold. The examiners believe there is a good chance of further discovery down dip.

2. The proposed exploration in two stages is consistent with good engineering practice and estimated unit costs are in line with other DMEA projects in the area.

3. Costs are estimated to total: Stage I - $150
Stage II - $4,763

Recommendation:

I concur in the field team's recommendation for a two-stage exploration project in the amount of $4,913.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
OCT 20 1954

October 19, 1954

Re: DMEA-3468
Old Burleson Mine
Spruce Pine
Mitchell Co., N. C.
$4,913 - Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of field examination report

The Field Team has recommended exploration assistance be granted to the applicant.

The recommended project would consist of 2-stages, (1) rehabilitate westernmost 36-foot shaft, (2) if evidence in shaft is favorable, a 50-foot incline will be driven from bottom of shaft and 75 feet of drift will be driven in the pegmatite.

The three shafts on Field Team's map are reported to have intersected pegmatite. However, little work was done in the 36-foot shaft, because of its proximity to a former property line. The applicant has acquired a lease to this neighboring property in order to explore downdip from the 36-foot shaft.

I concur with the Field Team's proposed 2-stage project and recommend a contract be approved.

E. L. Newcomb

E. L. Newcomb

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

Defense Minerals Exploration Administration
RECEIVED
OCT - 4 1954

~~September~~
October 1, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Field Examination Report on DMEA-3468, Old Burleson Mine. Mitchell County, N. C.

Transmitted are four copies of the subject examination reports, and six extra copies of the map.

The Field Team concurs with the recommendations set forth in the report.

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

K. H. Teague, Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
10- 8-54
(date)

MF-[illegible]0

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE [illegible]

REFERRED TO:

1. [illegible]
2.
3.
4.

FOR:

- ____ Action
- ____ Approval
- ____ Comment
- ____ Conference
- ____ Consideration
- ____ Filing
- ____ Instructions
- ____ Investigation
- ____ Initials
- ____ Mailing
- ____ Previous correspondence
- ____ Recommendation
- ____ Record of ____
- ____ Referring to ____
- ____ Reply for signature of ____
- ____ Rewriting
- ____ Signature
- ____ Suggestions
- ____ Your information

REMARKS: [illegible]

Check (X) before the items needing attention.

ROBERT E. ADAMS

Initials of sender.

GPO 16—63815-1

Defense Minerals

OCT - 4 19

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT-FIELD TEAM, REGION VII

ON

DMEA-3468, OLD BURLESON (POTEAT) MINE
(mica)
Mitchell County, North Carolina

BY

Kefton H. Teague, Geologist
U. S. Geological Survey

D. H. Amos, Geologist
U. S. Geological Survey

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

Reviewed by
DMEA OPERATING COMMITTEE
10-8-54
(date)

September 23, 1954

FIELD EXAMINATION REPORT
On

OLD BURLESON (POTEAT) MINE (mica)
DMEA-3468

OCT - 4 1954

Applicants: Tom Cooper, Sam L. Phillips, Jack Slagle, all of Spruce Pine, N. C., c/o Tom Cooper, Route # 1, Spruce Pine, N. C.

This mine was a large producer of mica during World War I. Work since that date has been limited. Three shafts shown on the attached sketch were in pegmatite, apparently down dip from the outcrop south of previous extensive workings. The possibilities appear to be promising that additional mica may be found further down dip at this place. Exploration assistance is recommended.

The deposit was examined on September 23, 1954. Messrs. Tom Cooper, Sam L. Phillips, and Mrs. Jack Slagle accompanied the examiners on the inspection which required two hours.

The Old Burleson (Poteat) fledspar and mica mine is two miles S. 70° W. of Spruce Pine, Mitchell County, North Carolina. It is on the northwest side of U. S. Highway No. 19E. Access is excellent at all times.

All applicants appear to be competent to conduct the proposed project.

Area covered by the lease is adequate for the proposed exploration.

There are no surface facilities on the property, although an electric line is about 220 feet from the proposed site of work. Workings on the northeast end of the mine are extensive. The more extensive works are caved and inaccessible. They include six shafts and an open cut from which a 45° incline is reported to extend 200 feet to the west or southwest. The three shafts shown on the attached map were sunk to intersect pegmatite (dump material from each contain pegmatite material), although reports are that the westernmost shaft was very near a former property line and that little or no work was conducted from it down the dip. The adjacent property has since been acquired and is included in the lease.

The mine was discovered about 1914 by J. H. Poteat. Most of the mining was done about 1917-20 by J. E. Burleson who is reputed to have produced about $225,000 worth of mica. Recently Mr. Tom Cooper, cleaned out part of the old cut with a bulldozer and obtained about $800 worth of strategic mica.

Little is known about the size, character, and mica content of this pegmatite. Where exposed in the open cut it is enclosed in alaskite, trends N-S, 12 feet thick, dips vertically, and is composed of perthite, quartz, plagioclase, green mica, and red garnet - listed in order of abundance.

In the three open shafts on the hill, southwest of the open cut it seems to be enclosed conformably in mica schist, strikes N-S, and dips 30° W. No information is available as to its thickness at this place. In the area of the three shafts, most of the pegmatite has probably been removed up dip east of the westernmost shaft. They are all probably connected underground by drifts and stopes. The mica is green in color, hard, generally flat, clear, and splits well. Some books exhibit "A" structure and contain flattened garnet. Size of books obtained is not known.

The examiners believe that possibilities exist down dip from the westernmost shaft for the discovery of a worthwhile mica deposit. As so little is known about the character of the pegmatite in this area, we recommend that, if exploration assistance is granted, the project be set up in Stages. Stage I should consist of cleaning out and installing ladders in the 36-foot westernmost shaft. If information from Stage I is satisfactory,- Stage II should consist of timbering the 36-foot shaft (which is 6' x 8' in cross section) sinking a 50-foot incline from it on the pegmatite and driving 75 feet of level from the incline.

Estimated Cost:

Stage I

Clean out and install ladders in 36-foot shaft		$ 150.00

Stage II

Timber and install permanent ladders in 36-ft. shaft. (5 shifts)		
Toolhouse		75.00
Exploder Magazine		13.00
Powder Magazine		25.00
Labor:		
1 - timberman @ $1.50/hr.	$ 60.00	
1 - hoistman @ $1.25/hr.	50.00	
Hoist (rental) @ $50/Mo.	12.50	
1 - laborer @ $1.00/hr.	40.00	
Supplies:		
Timber, 3000 BF @ $65/M	195.00	
Gasoline, oil, nails, small tools	42.50	400.00
Sink 50 feet incline (30 shifts)		
Labor:		
1 - miner @ $1.50/hr.	360.00	
1 - hoistman @ $1.25/hr.	300.00	
1 - laborer @ $1.00/hr.	240.00	

Equipment (rental)		
Compressor and drill @ $220/Mo.	$330.00	
Hoist @ $50/Mo.	75.00	
Pump @ $20/Mo.	30.00	
Supplies:		
Gasoline and oil	75.00	
Drill steel	75.00	
Explosives	125.00	
Timber, 2000 B.F. @ $65/M	130.00	
Small tools, pipe, etc.	100.00	
Miscellaneous	60.00	
Social Security, insurance, etc.	100.00	$2,000.00
75 feet of drift from incline (30 shifts)		40.00
Labor:		
1 - miner @ $1.50/hr.	360.00	
1 - Hoistman @ $1.25/hr.	300.00	
2 - Laborers @ $1.00/hr.	480.00	
Equipment (rental)		
Comprssor, drill, jackleg @ $230/Mo.	345.00	
Hoist @ $50/Mo.	75.00	
Pump @ $20/Mo.	30.00	
Supplies:		
Gasoline and oil	100.00	
Drill steel	75.00	
Explosives	250.00	
Small tools, pipe, etc.	100.00	
Miscellaneous, etc.	35.00	
Social Security, Insurance, etc.	100.00	2,250.00
		34.00
Estimated Total Cost of Stage I and II.....		$4,913.00

Exam. date- September 23, 1954.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

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

Docket Copy
Surname:

Hopkins
Houk
Kiilsgaard
Hedges
Stoffridge
Johnson

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

SEP 24 1954

Mr. Tom Cooper, et al.
Route 1
Spruce Pine, North Carolina

Re: Docket No. DMEA-3468 - Mica
Old Burleson Mine
Mitchell County, North Carolina

Dear Mr. Cooper:

Your application for exploration assistance on 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 VII, 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 that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

LGHouk:gad 9/21/54
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

Docket Copy
Surname:

Hopkins
Houk
Selfridge
Johnson

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

SEP 24 1954

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

Subject: Docket No. DMEA-3468 - Mica
Tom Cooper, et al.
Old Burleson Mine
Mitchell 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 from the Geological Survey, dated September 7, 1954, and from the Bureau of Mines, dated September 16, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge (by ESF)

Chairman, Operating Committee

Approved:

J. W. Hodges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 4

LGHouk:gad 9/21/54

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 17 1954

September 16, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-3468 (mica)

Applicant: Sam L. Phillips

Name and Location of Property: Old Burleson Mine
Mitchell County, North Carolina

Date Application Rec'd. by Ceramic & Fertilizer Mtls. Br.: 9/1/54

Comments:

1. No data available in this office on subject mine.

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.

Donald R Irving

Donald R. Irving

IN REPLY REFER TO:

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

September 7, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3468 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: E. L. Newcomb, U. S. Geological Survey
Applicant's name and address: Sam L. Phillips, Spruce Pine, N. C.
Name of property: Old Burleson Mine
Location of property: Near Estatoe, Mitchell County, North Carolina
Summary of applicant's proposal:

Rehabilitation of shaft	- 40 feet
Deepen shaft	- 45 "
Drifting and crosscutting	- 100 "
Total cost	- $6,950

Sources of information on applicant's property:

We do not have any specific data on this property. There are numerous mines in the general area that have the Burleson name, and without more definitive information it is next to impossible to relate this pegmatite to those recorded in our files.

Comments:

The merit of the proposed work can best be appraised in the field.

RECOMMENDATION: I recommend this application be referred to the Field Team for their review.

E L Newcomb
E. L. Newcomb

Mr. Tom Cooper, et al.
Rt. 1
Spruce Pine, N. C.

September 1, 1954
Subject: DMEA-3468
Re: Exploration Assistance
Old Burleson Mine

Gentlemen:

The receipt of your application dated August 24, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3468 and referred to the Non-Metallic Minerals Division.

Kindly refer to in any future correspondence relating to your application.

Sincerely yours,

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Not to be filled in by applicant

Docket No. 3468
Metal or Mineral MICA
Date Received
Estimated Cost $6,950
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: Tom Cooper, Rt. 1, Spruce Pine, N. C.
Sam L. Phillips, Spruce Pine, N. C.
Jack Slagle, Spruce Pine, N. C.
Partnership

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(*c*) The work will start within 30 days and be completed within 9 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. See attachments.

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)? Yes. Will furnish required 25%.

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated August 24, 1954

Tom Cooper, Sam L. Phillips & Jack Slagle
(Applicant)

By Sam L. Phillips
Partner

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

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

MF-103 (continuation sheet)

4. A shaft was sunk several years ago and is now open for about 40 feet. Present applicants had no interest in this operation.

(b) It is reported that some non-ruby mica of very high quality was recovered. Amount unknown.

(c) It is reported that there was a mica vein discovered which was producing some mica of high quality, and this vein went in the direction of adjoining property which could not be leased at the time of the operation. The vein was worked to the line of adjoining property and had to be abandoned. It is believed that the vein continues and mica of strategic quality can be recovered. The adjoining property aforementioned is included in the lease now submitted with application.

(d) This proppect is within fifty feet of the road, is accessible to shipping and supply points.

(e) Manpower is available, materials and supplies available, equipment on hand, and power is within 50 feet.

5. (b) It is proposed to rehabilitate 40' of existing shaft, deepen the shaft an additional 45', then drift or crosscut with vein in each direction for a total of 100'. See attached sketch map.

(d) Personal history of Sam L. Phillips now on file with DMEA. Other two applicants have furnished information on attached sheets.

6. Estimate of costs:

Rehabilitate 40' existing shaft @ $30.00 ft.	$ 1200.00
Deepen Shaft additional 45' @ $50.00 ft..	2250.00
Drift and/or crosscut with vein 100' @ $35.00 ft. . .	3500.00
Total Estimated cost	$6, 950.00

Jack Slagle

Mr. Jack Slagle is twenty-eight years old, and has lived all his life in Mitchell County. He attended grammar and high school at Tipton Hill High School.

Mr. Slagle, after completing service the Army, has worked at several mines, including the Deer Park Mine. He is familiar with mines and mining work.

He has been connected with car selling for most of the last 6 years, being employed by Aldridge and Greene Motor Company, Spruce Pine, N. C.

Mr. Slagle is considered a good citizen and a dependable man. He lists the following references:

Mr. Bill Lee, Cashier
Northwewestern Bank, Spruce Pine, N. C.

Mr. John Phillips
Spruce Pine, N. C.

Mr. Lewie Aldridge
Spruce Pine, N. C.

Tom COOPER

Mr. Tom Cooper was born in Burke County, N. C. and attended Drexel High School. He also attended Gardner-Webb Junior College, Lenoir-Rhyne College, and the University of North Carolina.

After completing college, Mr. Cooper served for five years with the United States Marine Corps.

He later worked as Sales Manager for Radio Station WMNC, Morganton, N. C. for a number of years, and has for the past four years been Manager of the Tri-County Drive In Theatre near Spruce Pine, N. C.

He is regarded as a dependable and honest young man and gives the following references:

Mrs. Ed Vance
Route 1, Spruce Pine, N. C.

Mr. Tux Bowers
Bowers Motor Company
Morganton, N. C.

Mr. L. H. McNeely
Morganton, N. C.

Docket Copy
Surname:

Hopkins
Houk
Selfridge
Johnson

UNITED STATES
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WASHINGTON 25, D. C. 600

SEP 24 1954

Mr. Robert A. Laurence
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Room 13, Post Office Bldg.
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George C. Selfridge (by ESF)

Chairman, Operating Committee

Approved:

J. W. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 4

LGHouk:gad 9/21/54

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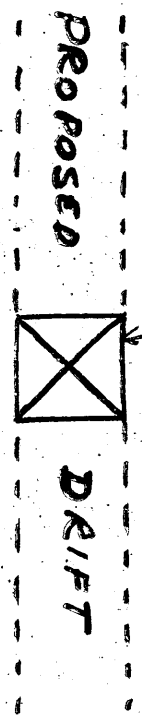
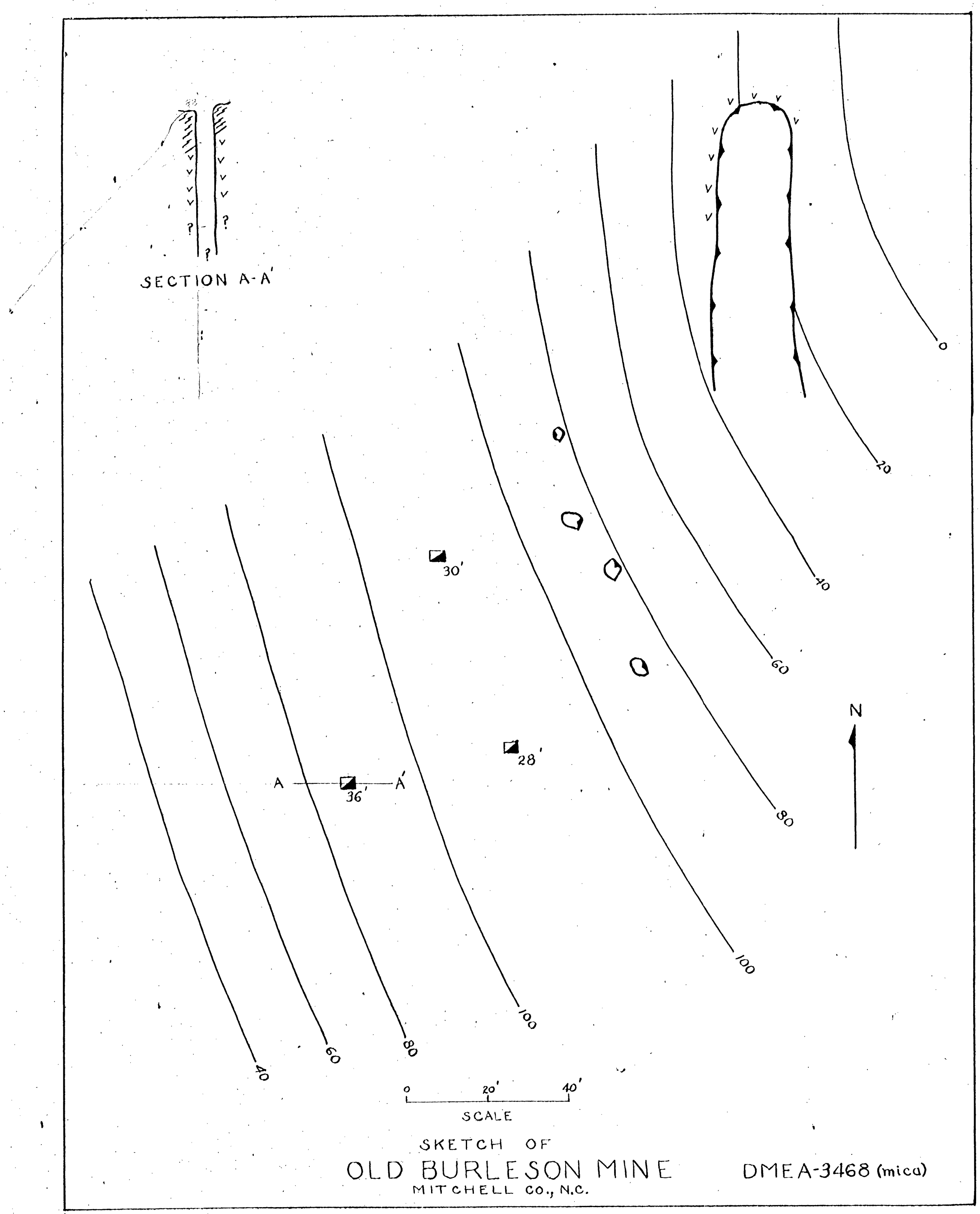
OLD BURLESON MINE

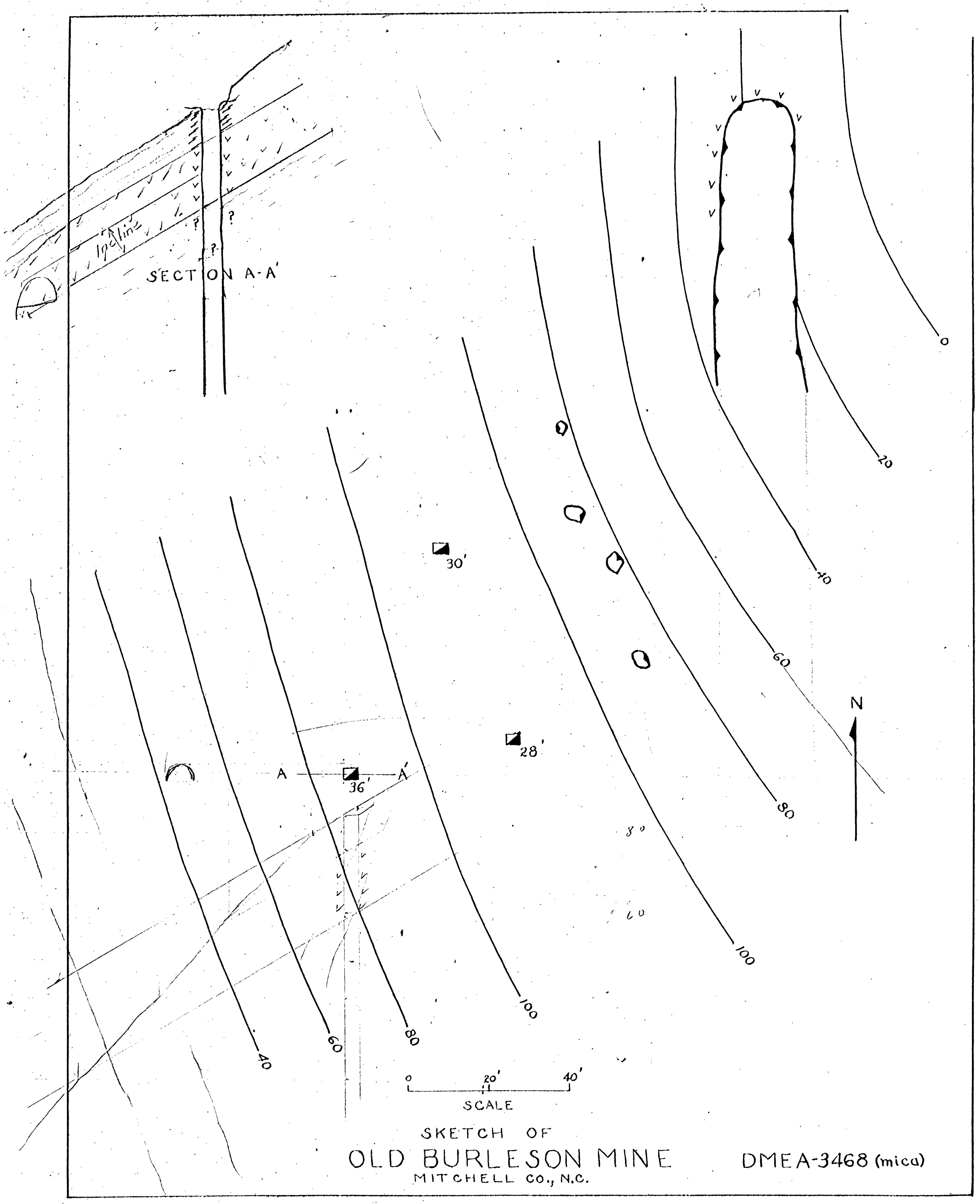


EXISTING SHAFT (40' OPEN)

PROPOSE TO DEEPEN SHAFT ADDITIONAL 45'

PROPOSE TO DRIFT AND/OR CROSSCUT 100' WITH VEIN.


SECTION A-A'
A
A'
36'
30'
28'
20
40
60
80
100
40
60
80
100
N
0
20'
40'
SCALE
SKETCH OF
OLD BURLESON MINE
MITCHELL CO., N.C.
DMEA-3468 (mica)



SKETCH OF
OLD BURLESON MINE
MITCHELL CO., N.C.

DMEA-3468 (mica)