DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3592

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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

Cys to USBM & USGS

Routing Slip

To:	600	Date	12/2/54
To:	Hopkins	Date	12/3/54
To:	Oper Com	Date	1-4-55
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CONTROLLED DOCUMENT

DOCKET COPY
Surname:
Hopkins
Houk
Newcomb
Kedors
Selfridge
Johnson

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

600

MAR 7 - 1955

Mr. Vernon Pitman
Pitman Mining Company
Frank, North Carolina

Re: Docket No. DMEA-3592 - Mica
Pitman Mining Company
Burnt Mine
Avery County, North Carolina

Dear Mr. Pitman:

Your application for aid for an exploration project and other data available to us in Washington relating to the above-named property have been reviewed.

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:ad 3/3/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

case

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

March 3, 1955

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report

By: James Hopkins

1. Docket No. DMEA-3592 - Mica
Property: Burnt Mine
Avery County, North Carolina

Applicant: Pitman Mining Company
Frank, North Carolina

Application: MF-103 received December 2, 1954.

Work proposed:

The applicant's proposal is very vague. He apparently desires to perform unstated amounts of trenching, shaft sinking and drifting.

Trenching 150 hours @ $10.00/hr.	$1,500.00
Shaft sinking and drifting	5,483.75
Total cost	$6,983.75

No contract: Application denied.

2. Comments:

The old workings of the Burnt Mine extend along the hillside over a vertical distance of 800 feet to the 4600-foot level on the top of a ridge.

The workings consist of an 800-foot series of shafts and tunnels that trend N 60° W. Most are caved. The deepest shaft is about 40 feet. Mica on the dumps of the old workings is of poor quality, being heavily mineral stained.

Hornblende gneiss is exposed on the hanging wall side of the pegmatite near the bottom of one shaft. The pegmatite is 2' to 4' thick. The mica is brown and stained and is most abundant along the hanging wall. Some fairly large books have been obtained. It appears that the deposit consists of numerous lenticular bodies which are in the same zone.

The examiners conclude that the chances of discovering a worthwhile deposit of strategic mica is very poor and therefore recommend that the application be denied.

The commodity divisions of the Bureau of Mines and the Geological Survey concur in the denial. The Nonmetallic Minerals Division concurs in the denial.

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

February 24, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3592 (mica)

Applicant: Pitman Mining Company

Name and Location of Property: Burnt Mine
Avery County, North Carolina

Date of Field Team Report: February 8, 1955

Date Rec'd. by Br. of Ceram. & Fert. Mat.: February 16, 1955

Field Team Recommendation:

1. Denial of application.

Comments:

1. Mica encountered was brown and stained.

2. Examiners are of the opinion that possibility for discovery of a worthwhile deposit of strategic mica is poor.

Recommendation:

I concur in the field team's recommendation to deny subject application.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

Defense Minerals
FEB 18

February 17, 1955

Re: DMEA-3592
Pitman Mining Co.
(Burnt Mine)
Avery Co., N. C.
Mica

Memorandum

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

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

Subject: Concurrence with Field Team's recommendation for denial

The Field Team has recommended this application be denied.

Old workings on the property are inaccessible, but mica in the dumps is of poor quality and badly stained. According to information obtained by the Field Team, pegmatite occurs as numerous lenticular bodies which suggests only limited amounts of mica may be found by the proposed exploration work.

I concur with the Field Team's conclusions and recommend the application be denied.

E. L. Newcomb

E. L. Newcomb

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 9 1955

February 8, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report - DMEA-3592, Pitman Mining Co. Burnt Mine, Avery County, N. C.

Transmitted herewith are four copies of the subject examination report.

We agree with the examiners conclusions and recommendation denial of the application.

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

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

z

Reviewed by
DMEA OPERATING COMMITTEE
2-14-55
(date)

RECEIVED
FEB 9 1955

FIELD EXAMINATION REPORT
ON
DMEA-3592, BURNT(Oaks Knob) MINE (mica)

Applicant: Pitman Mining Company, c/o Vernon Pitman, Franklin, N. C.

Old workings extend northwest up the hillside over a distance of approximately 800 feet. Mica in the dumps is of poor quality, being badly mineral stained. The examiners are of the opinion that little strategic mica could be obtained from the deposit, thus the application should be denied.

This deposit was first visited on December 15, 1954. At that time about 8 inches of snow covered the deposit. On February 2, 1955 the deposit was revisited. Messrs. Vernon Pitman and D. E. Pitman accompanied the examiners to the deposit at the time of the first visit. Time consumed in making this examination was five hours.

The Burnt (Oaks Knob) mine is at the 4600-foot level on a ridge north of Powder Mill Creek, 3.7 airline miles N. 47° W. of Pumtree, Avery County, N. C. Access is by way of a jeep road up the north side of Powdermill Creek. The workings consist of an 800-foot series of shafts and tunnels that trend N. 60° W. Most are caved. The deepest shaft is about 40 feet. Hornblende gneiss is exposed on the hanging wall side of the pegmatite near the bottom of one shaft. The contact is parallel with the gneissic structure, which strikes N. 60° W. and dips 45° to 60° SSW. The pegmatite is 2 to 4 feet thick. Plagioclase is the dominant feldspar. The mica, which is brown and stained, is said to be most abundant along the hanging wall, and some fairly large books have been obtained. It appears that the deposit consists of numerous lenticular bodies which are in the same zone.

From the above it is apparent that the chances of discovering a worthwhile depost of strategic mica are poor. The examiners recommend that the application be denied.

Date Examined: February 2, 1955.

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

z

Reviewed by
DMEA OPERATIONS DIVISION
2-14-55

DOCKET FILE
Surname:

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

Hopkins
Houk
Hedges
Kiilsgaard
Selfridge
H. J. Johnson

JAN - 5 1955

Mr. Vernon Pitman
Pitman Mining Company
Frank, North Carolina

Re: Docket No. DMEA-3592 - Mica
Pitman Mining Company
Burnt Mine
Avery County, North Carolina

Dear Mr. Pitman:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region 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

JHopkins:ad 12/30/54
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region VII
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.H.

DOCKET FILE
Surname:

Hopkins
Smith
Selfridge
Johnson

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

603

JAN - 5 1955

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

Subject: Docket No. DMEA-3592 - Mica
Pitman Mining Company
Burnt Mine
Avery County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey, dated December 6, 1954, and from the Bureau of Mines, dated December 23, 1954, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Approved:

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

Thor H. Kiilsgaard
Member, Geological Survey (GHB)

Enclosures 4

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

R.C.L.

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

December 23, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 23 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3592 (mica)

Applicant: Pitman Mining Company

Name and Location of Property: Burnt Mine
Avery County, North Carolina

Date Application Rec'd. by Ceram. & Fert. Mat. Br.: December 2, 1954

Comments:

1. It is difficult to determine from the information furnished by the applicant what plan of exploration is being proposed or if exploration would be justified.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W F Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

Defense Minerals Administration
RECEIVED
DEC 6 1954

December 6, 1954

Re: DMEA-3592
Pitman Mining
(Burnt Mine)
Avery Co., N. C.
$6,984 - Mica

Memorandum

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

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

Subject: Review of application.

We are unable to determine what exploration will be done on this property. From the list of estimated costs, it can be assumed the project would involve trenching or stripping and some drifting or crosscutting.

This application is far from complete and probably requires a request for more information. However, I would have no objection to referring it to the Field Team for their review and an examination if they believe it is warranted on the basis of information available in the Survey's Knoxville office. This latter procedure would seem to be the more expeditious and probably more successful alternative to follow.

E. L. Newcomb
E. L. Newcomb

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC - 9 1954

December 7, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3592, Pitman Mining Co. (mica) Avery County, N. C.

Attached is a copy of the lease and the MF-203 form referred to in our memo of November 29, on the subject application.

Robert A. Laurence

Robert A. Laurence

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

December 7, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3592, Pitman Mining Co. (mica) Avery County, N. C.

Attached is a copy of the lease and the MF-203 form referred to in our memo of November 29, on the subject application.

Robert A. Laurence

ZM.

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/ _____

_____

_____

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 15 day of Nov, 1954.

D. E. Pettyman [Seal]

Samuel Payne [Seal]

Joe C. Vann [Seal]

Fred T. Vann

Clarice V. Adam

Address Franklin N C
Plymouth NC

This agreement, made this the 15 day of November 1954, between ~~xxxxxxxx~~ D.E.Pitman & estate and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Vernon Pitman and D. E. Pitman

of Avery County, hereinafter called the LESSEE,

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows;

A tract of land known as the "Burnt Mine" located on the head of Powder Mill Creek described as follows: Beginning on a Beech tree on bank of road running Southwest 600 ft to small water oak on the bank of the road, thence running Southwest with the road 500 feet, thence running Northwest 800 ft to a Beech on the bank of the road, thence running East about 375 ~~feet~~ yards to the beginning Beech corner containing three acres, more or less.

for the purpose of mining for feldspar and mica for the term of 5 yrs ~~months~~ from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

Second, that the Lessee shall pay to the Lessors, or their agents 50 cents per ton on all feldspar mined on the above named property during the term of this lease, and also 1/8 of the value at the point of sale of all mica mined. The mica shall be prepared for market the usual way. A copy of invoice of each sale to be given Lessors immediately.

Third, unless otherwise agreed upon, payments of royalty on feldspar shall be made at the time of sale by allowing buyer of the feldspar to deduct same for the Lessors at the time of each sale. A copy of buyers weights shall be delivered to the Lessors within ten days after sale.

Fourth, This agreement shall be null and void if the Lessee causes to dilligently work said property or cease operations for more than ..... days without the written consent of the Lessors.

Fifth, that all mining shall be done in a workmanlike manner and all waste removed from all cuts, shafts and tunnels, and where necessary for safety of mine, pillars shall be left in said mine.

Sixth, Special conditions, if any, as follows:

Seventh, That this agreement shall immediately terminate if the Lessee fails to keep and perform all or any of the conditions as set forth above, and in that case the Lessors, their agents or assigns, may enter at once into peaceable possession of the above mentioned property, and Lessee agrees not to make claim or maintain action at law against Lessors for such re-entry.

Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 15 day of November 1954 signed in ink in duplicate.

D E PITMAN & Estate
~~xxxxxxxxx~~ D. T. VANCE (Seal)

Witness ..... Sam K Vance (Seal)
Ivor C Vance (Seal)
Friel T. Vance (Seal)
..... (Seal)
Clarice V. Odom (Seal)
D E Pitman (Seal)

Personally appeared before me, Sam K Vance, Clarice V. Odom, D E Pitman ~~xxxxxxxxxxxxxxxxxxxx~~ Friel T Vance Ivor C Vance

Lesses and acknowledged before me the due execution of foregoing lease.

This the 15 day of November, 1954.

Beulah W. Vance, N. P.

My Commission expires 9th day of Aug., 1956.

NORTH CAROLINA, AVERY COUNTY.

The foregoing certificate of Beulah W. Vance a Notary Public of Avery County, State of N.C. undder his officiel seal, is adjudged to be correct. Let the said instrument and the certificate be registered.

This 22 day of November,1954.

Eula C. Pittman
Dep. Clerk of Superior Court

North Carolina, Avery County Office of Register of Deeds

Filed for registration at 10:40 o'clock A.M. on the 22 day of November, 1954 and registered in this office in Book of Deeds No. 51, page 1, This the 22 day of November, 1954.

Grant Webb, Register of Deeds

NORTH CAROLINA,
AVERY COUNTY.

I, Grant Webb, Register of Deeds of Avery County, N.C., do hereby certify that the foregoing copy of lease between D.E. Pittman & D.T. Vance ~~xxxx~~ estate and Vernon Pitman and D.E. Pittman is a certified copy of the original lease as shown by the records of this office in Deed Book No. 51, page 1.
This the 23 day of November, 1954.

Grant Webb
Grant Webb Register of Deeds.

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

December 2, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region VII.

DMEA-3592 Pitman Mining Co.

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

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

December 2, 1954
Subject: DMEA-3592
Re: Exploration Assistance
Burnt Mine

Pitman Mining Co.
c/o Vernon Pitman
Frank, N. C.

Gentlemen:

The receipt of your application dated November 15, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3592 and referred to the Non-Metallic Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1954

November 29, 1954

Memorandum

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

From: Executive Officer, DMEA, Region VII

Subject: Pitman Mining Co., Frank, North Carolina (Mica)
Application - Burnt Mine, Avery County, North Carolina

Enclosed are three copies of the subject application. The fourth copy is being kept here for our use.

Only five copies of the Owner's Consent to Lien were received. I have written to the applicant requesting a sixth signed copy.

Robert A. Laurence

Robert A. Laurence

Enclosures 8

ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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

November 29, 1954

Memorandum

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

From: Executive Officer, DMEA, Region VII

Subject: Pitman Mining Co., Frank, North Carolina (Mica)
Application - Burnt Mine, Avery County, North Carolina

Enclosed are three copies of the subject application. The fourth copy is being kept here for our use.

Only five copies of the Owner's Consent to Lien were received. I have written to the applicant requesting a sixth signed copy.

Robert A. Lawrence

RAL/mg
Enclosures 3
cc
Beck
Lynch
Files
Operating Committee

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

Send in 4, keep

RECEIVED

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. 3592
Metal or Mineral MICA
Date Received
Estimated Cost $6,984
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: Pitman Mining Company Partnership
all mail to Vernon Pitman, Frank North Carolina

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

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

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

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

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

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise surface and one half of mineral is owned by D E Pitman, other half of mineral owned by D.T.Vance Estate

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

(*e*) If you own the land, describe any liens or encumbrances on it None

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

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

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades Large production in the past. Ruby Std.

(*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. Mica only- Vein- Reason for Mining Financial need

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

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

16—66551-1

Manpower: Plemtiful Materials, supplies, equipment, water ~~and power~~ accessible-

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

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

(*c*) The work will start within 30 days and be completed within 3 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. None excepting

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 tne 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.). None

(*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, $100.00 compensation and employers' liability insurance, and payroll taxes.

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

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

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

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

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

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Nov 15, 1954

Vernon Pittman
(Applicant)

By D E Pittman

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

6 Independent Contracts

Department of the Interior
Bureau of Mines Administration
RECEIVED
DEC 2 1954

(b)

Two Muckers @ 1.00 Hr 20 Days per month	960 hrs.	960.00	
1 Driller @ 1.25 Hr 20 Days per month	480 hrs	600.00	
1 Foreman @ 1.50 Hr 20 Days per month	480 hrs	720.00	
1 Book keeper 50.00 montu		150.00	
			$2430.00

(c) 1 Wheelbarrow		30.00	
Picks, shovels handles		20.00	
Light bulbs, power, miscellanous		50.00	
			100.00

(D) 1 Hoist	$80 Mo.	240.00	
1 Water Pump	54.75 Mo.	164.25	
1 Compressor	188.00 Mo.	564.00	
1 Jackhammer	45.50 Mo.	136.50	
1 Jack Hammer Leg	36.75 MO.	110.25	
1 Muck Truck	53.75 Mo.	161.25	
			1376.25

(e) None

(f) Tool house		150.00	
Magazine-powder, explosive magazine		75.00	
			225.00

(g) Insurance, repairs to equipment, payroll taxes, etc		275.00	——

(h) Rail-(400 ft 9.50 CWT 2133 lbs		202.50	
spikes, installing, ties, pipe		475.00	677.50
Dynamite		200.00	
Drill Steel & Bits		150.00	
Gas & Oil		325.00	675.00
Bulldozer ~~42~~ 150 hrs @ 10.00 hr			1500.00
			6983.75

7(a) Yes
(b) Money

We expect to furnish 25% of the necessary cost

(5 in)

This agreement, made this the 15 day of November 1954, between ~~xxxxxxxx~~ D.E.Pitman & estate and D. T. Vance, of Avery County, North Carolina, hereinafter called the LESSORS, and Vernan Pitman and D.E.Pitman

of Avery County, hereinafter called the LESSEE,

Division of the Interior
Minerals Administration
RECEIVED
DEC 2 1954

Witnesseth; the Lessors for valuable consideration authorize the Lessee to enter on the lands more particularly described as follows;

A tract of land known as the "Burnt Mine" located on the head of Powder Mill Creek described as follows: Beginning on a Beech tree on bank of road running Southwest 600 ft to small water oak on the bank of the road, thence running Southwest with the road 500 feet, thence running Northwest 800 ft to a Beech on the bank of the road, thence running East about 375 ~~feet~~ yards to the beginning Beech corner containing three acres, more or less.

for the purpose of mining for feldspar and mica for the term of 5 yrs ~~months~~ from this date, under the following conditions:

First, that the Lessee shall pay to the land owners all damages to the surface by reason of the mining operations.

Second, that the Lessee shall pay to the Lessors, or their agents 50 cents per ton on all feldspar mined on the above named property during the term of this lease, and also 1/8 of the value at the point of sale of all mica mined. The mica shall be prepared for market the usual way. A copy of invoice of each sale to be given Lessors immediately.

Third, unless otherwise agreed upon, payments of royalty on feldspar shall be made at the time of sale by allowing buyer of the feldspar to deduct same for the Lessors at the time of each sale. A copy of buyers weights shall be delivered to the Lessors within ten days after sale.

Fourth, This agreement shall be null and void if the Lessee causes to dilligently work said property or cease operations for more than 60 days without the written consent of the Lessors.

Fifth, that all mining shall be done in a workmanlike manner and all waste removed from all cuts, shafts and tunnels, and where necessary for safety of mine, pillars shall be left in said mine.

Sixth, Special conditions, if any, as follows:

Seventh, That this agreement shall immediately terminate if the Lessee fails to keep and perform all or any of the conditions as set forth above, and in that case the Lessors, their agents or assigns, may enter at once into peaceable possession of the above mentioned property, and Lessee agrees not to make claim or maintain action at law against Lessors for such re-entry.

Eighth, This agreement shall not be assignable to another without the written consent of the Lessors.

In testimony, whereof, witness our hands and seals, this the 15 day of November 1954 signed in ink in duplicate.

D E PITMAN & Estate
~~E. C. GUY &~~ D. T. VANCE (Seal)

Witness Frances R Benfield

Sam K Vance (Seal)
Ivor C. Vance (Seal)
Friel T. Vance (Seal)
(Seal)
Clarice V. Odom (Seal)
D E Pittman (Seal)

Personally appeared before me, Sam K Vance, Clarice V.Odom, D E Pitman Vernan Pittman Ivor C.Vance, Friel T Vance

Lesses and acknowledged before me the due execution of foregoing lease.

This the 15 day of November, 1954.

Beulah W. Vance, N. P.

My Commission expires 9th day of Aug. 1956

NORTH CAROLINA, AVERY COUNTY

Beulah N. Vance

Avery County, State of N C

Filed for Registration at 10 40 o'clock A 22

day of Nov 1954

Book 57 page 1 Recorded 22

day of Nov 1954

Frank Welch

22 day of Nov 1954

Eula C. Pittman

dep Clerk of Superior Court.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1954

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 Avery, described as follows:1/

Beginning on a Beech tree on the bank of road running SW 600 Ft to a small water oak on the bank of the road, thence running South West with the road 500 ft. thence running Northwest 800 ft to a beach on the bank of the road, thence running 375 yards EAST to the beginning beech corner, containing three acres, more or less. known as the Burnt Mine

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/ D. E. Pitman - Frank, North Carolina and ~~Frank~~ VERNON Pitman of Frank, N.C.

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 Nov. 15 1954, and recorded in book 51 page 1 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 15 day of Nov., 195 4.

_____ [Seal]

_____ [Seal]

_____ [Seal]

Fred T. Vance

Clarice V. Adam

DEPARTMENT OF THE INTERIOR
Lease Minerals Administration
RECEIVED
DEC 2 1954

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

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which is known as the Burnt Mine

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

2/ D. E. Pitman - Frank, North Carolina and VERNON Pitman of Frank, N.C.

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4. Changes and added provisions _____

_____

_____

_____

Dated this 15 day of Nov., 1954.

D. E. Pittman [Seal] Frances Ne

Sam Wand [Seal]

Ivor C. Nance [Seal]

Fred T. Warner

Clarice V. Odom

DEPARTMENT OF THE INTERIOR
Lease Minerals Administration
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2/ D. E. Pitman - Frank, North Carolina and ~~Frank~~ VERNON Pitman of Frank, N.C.

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:

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4. Changes and added provisions _____

_____

_____

_____

Dated this 1st day of Nov, 1957.

D. E. Pittman [Seal] Frank M. C.

Sam Vance [Seal]

Joe C. Vance [Seal]

Fred T. Vance

Clarice V. Adom

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

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 Avery, described as follows:1/

Beginning on a beech tree on the bank of road running S. 60 ft to a small white oak on the bank of the road, thence run in South West with the road 300 ft. thence run in Northwest 60 ft to a beech on the bank of the road, thence run in 375 yards EAST to the beginning beech corner, containing three acres, more or

which the terms of the prospected exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ E. D. Ottman - Frank, North Carolina and Frank Ottman of Frank, N.C. VERNON

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:

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4. Changes and added provisions _____

Dated this 15 day of Nov, 1954.

D. G. Pittman [Seal] Frank Ne

Sam Wade [Seal]

Geo. C. Nance [Seal]

Fred T. Odom

Clarice V. Odom

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

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 _____, County of _____, described as follows:1/

_____

_____

_____

_____

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/ _____

_____

_____

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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:

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4. Changes and added provisions _____

Dated this 15 day of nov, 1954.

D E Pittman [Seal] Address Frank N.C.

Sam Adams [Seal] – Plumtree N.C.

Ivor C. Vance [Seal]

Fred N. Vance

Clarice V. Adam

MAP

WEST
BEECH TREE
ROAD
800FT
SOUTH
NORTH
ROAD
800FT
375YRS
WATER OAK TREE
ROAD
600FT
BEGINNING TREE
BEECH TREE
ENDING TREE
EAST

Defense Minerals Exploration Administration
U.S.Dept. of the Interior
Interior Bldg.
Washington 25, D.C.