DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

## CONTROLLED DOCUMENT

DMA Docket No. 4350

## DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Project

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

Routing Slip Cys USGS, BM

| | | | |
|---|---|---|---|
| To: | 600 | Date | 6/21/56 |
| To: | Mr. Hopkins | Date | 6-21-56 |
| To: | Oper Corr | Date | 6-27-56 |
| To: | F. E. Johnson | Date | 6-27-56 |
| To: | Oper Corr | Date | 8-15-56 |
| To: | F. E. Johnson | Date | 8-15-56 |
| To: | C Corr | Date | 8-15-56 |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |
| To: | | Date | |

## DO NOT DETACH

## CONTROLLED DOCUMENT

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/
In Snow Creek Twp., BEGINNING on a small apple tree and runs S 73 W 22 poles to a chestnut tree; thence S 82 W 13 poles to a stake; thence N 54 W 38 poles to stake on top of mountain; thence S 38 W with top of mtn. 18 poles to locust tree, J. E. Ellis corner; thence S 60 E with Ellis line 40 poles to stake; thence S 50 E 17½ poles to stake in Ellis line; thence N 50 E 18 poles and 4 feet to pine tree; thence N 1 east 7 poles to locust tree; thence N 12 W 7 poles to a stake; then N 73 E 22 poles to stake; thence N 37 W 12 feet to BEGINNING, and containing 6 acres, more or less.

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14 day of June, 1956

Vera L Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/
In Snow Creek Twp., BEGINNING on a small apple tree and runs S 73 W 22 poles to a chestnut tree; thence S 82 W 13 poles to a stake; thence N 54 W 38 poles to stake on top of mountain; thence S 38 W with top of mtn. 18 poles to locust tree, J. E. Ellis corner; thence S 60 E with Ellis line 40 poles to stake; thence S 50 E 17½ poles to stake in Ellis line; thence N 50 E 18 poles and 4 feet to pine tree; thence N 1 east 7 poles to locust tree; thence N 12 W 7 poles to a stake; then N 73 E 22 poles to stake; thence N 37 W 12 feet to BEGINNING, and containing 6 acres, more or less.

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14 day of June, 1956.

Vera L Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/
In Snow Creek Twp., BEGINNING on a small apple tree and runs S 73 W 22 poles to a chestnut tree; thence S 82 W 13 poles to a stake; thence N 54 W 38 poles to stake on top of mountain; thence S 38 W with top of mtn. 18 poles to locust tree, J. E. Ellis corner; thence S 60 E with Ellis line 40 poles to stake; thence S 50 E 17½ poles to stake in Ellis line; thence N 50 E 18 poles and 4 feet to pine tree; thence N 1 east 7 poles to locust tree; thence N 12 W 7 poles to a stake; then N 73 E 22 poles to stake; thence N 37 W 12 feet to BEGINNING, and containing 6 acres, more or less.

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14 day of June, 1956

Vera L Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

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

In Bear Creek Twp., beginning on a small apple tree and runs S 73 W 22 poles to a chestnut tree; thence S 62 W 13 poles to a stake; thence W 74 W 38 poles to stake on top of mountain; thence S 38 W with top of mtn. 18 poles to locust tree, J. B. Ellis corner; thence S 60 E with Ellis line 40 poles to stake; thence S 50 E 17½ poles to stake in Ellis line; thence N 50 E 18 poles and 4 feet to pine tree; thence N 1 east 7 poles to locust tree; thence N 12 W 7 poles to a stake; thence N 73 E 22 poles to stake; thence N 37 W 12 feet to beginning, and containing 6 acres, more or less.

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14 day of June, 1956

Vera L Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Madison, State of North Carolina, described as follows:1/
In Cane Creek Bay, beginning on a small apple tree and runs S 73 W 22 poles to a chestnut tree; thence S 16 W 23 poles to a stake; thence N 3. W 23 poles to stake on top of mountain; thence N 38 W with top of mtn. 18 poles to locust tree, S. E. pine corner; thence S 60 E with pine line 40 poles to stake; thence S 59 E 27 poles to stake in pine line; thence N 50 E 18 poles and 4 feet to pine tree; thence S 1 east 7 poles to locust tree; thence N 21 W 7 poles to a stake; then N 73 E 22 poles to stake; thence N 57 W 12 feet to beginning, and containing 6 acres, more or less.

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 14 day of June, 195 6

Vera L Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
JUN 21 1956

CONSENT TO LIEN

To the United States of America:

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

[illegible]

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

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to r[illegible] the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 14 day of June, 195 6

Vera P. Stapleton [Seal]

_____ [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

cw

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

DOCKET COPY
Surname:
Houk
Nelson
Lamb
Selfridge
Johnson

AUG 16 1956

Messrs. Earl Pittman, Lee Willis,
and Brown Willis
Spruce Pine, North Carolina

Re: Docket No. DMEA-4350-mica
Earl Pittman, et al.
Vera Stapleton Property
Mitchell County, North Carolina

Gentlemen:

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

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

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:ms 8/15/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

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

August 15, 1956

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: Lawrence G. Houk, Chief
Nonmetallic Minerals Division

Subject: A denial of application for exploration assistance and Summary Report

1. Docket No. DMEA-4350-mica
Property: Vera Stapleton Property
Location: Mitchell County, North Carolina
Applicants:
Earl Pittman, Lee and Brown Willis
Spruce Pine, North Carolina
Application:
dated June 14, 1956
Work proposed:
Bulldoze for shaft site
Sink shaft 50 feet
Drift 80 feet
Total Cost - $3,705.00
No Contract - application denied.

2. Comments:

A small pegmatite - conformable and zoned one ft. wide is exposed in two pits 30 feet apart.

Pegmatite is inadequately exposed.

It is composed of plagioclase, muscovite and three quartz stringers. Muscovite is green colored, flat, relatively clear and up to two inches across. Country rock is biotite gneiss.

Applicants report that recent production from the pits sold for $80.00.

The Field Team concludes that Government participation in an exploration project is not warranted at this time and therefore recommends that the application be denied.

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

James Hopkins
Nonmetallic Minerals Division

Regular Danil to Gov

Memorandum — Date of Report

To: Administrator

From: L. R. Hook, Chief

Nonmetallic Minerals Division

Subject: A denial of application for exploration assistance and summary report

1. Docket No DMEA 4350 - Mica

Property: Vera Stapleton Property

Located in Mitchell North Carolina

Applicants: Earl Pittman Lee and Brown Wilbs, Spruce Pine N.C

Application: dated June 14 1956

Work Proposed

Bulldoze for shaft site
Sink Shaft 50 feet
Drift 80 feet
} Total Cost $3705.00

No Contract: Application denied

2. Comments:

A small pegmatite - conformable and zoned 1 ft wide is exposed in 2 pits 30 feet apart.

Pegmatite is inadequately exposed

It is composed of plagioclase, muscovite and three quartz stringers. Muscovite is green colored, flat, relatively clear and up to 2 inches across. Country rock is biotite gneiss.

Applicants report that recent production from the pits sold for $8000

The Field Team concludes that Government

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

RECEIVED
AUG 13 1956

August 10, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4350 (mica)

Applicant: E. Pitman, L. Willis, & B. Willis

Name and Location of Property: Vera Stapleton Property, Mitchell County, N. C.

Date of Field Team Report: 7/27/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 8/2/56

Field Team Recommendation: Recommend the application be denied.

Comments:

1. The leased area is inadequate for proposed exploration.

2. The geological factors as observed do not indicate possibility of discovering a worthwhile deposit of strategic mica.

Recommendation:

I concur with the recommendation of the field team for denial.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
AUG - 3 1956

August 2, 1956

Re: DMEA 4350
Earl Pitman
Vera Stapleton Property
Mitchell Co., N. C.
$3,705.00 - Mica

Memorandum

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

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

Subject: Review of Field Team report.

The applicant requested assistance in exploring a narrow zoned pegmatite by bulldozing, shaft sinking and drifting.

The examiners found the 1-foot pegmatite exposed in two pits 30 feet apart. From the pits the applicant claims he sold $80.00 worth of mica. Crystals up to 2 inches across are to be seen but the quantity is small. The applicant may do more work and a re-examination may be made.

The examiners and the Field Team recommend denial of the application.

I concur with that recommendation.

N. E. Nelson

N. E. Nelson

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

WASHINGTON

July 31, 1956

RECEIVED
AUG - 1 1956

Memorandum

To: Operating Committee, DMEA Washington

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

Subject: DMEA-4350 (mica) Earl Pitman, Lee Willis and Brown Willis, Vera Stapleton Property, Mitchell County, N.C.

Reference is made to the last paragraph of the Field Examination report on the subject property , dated July 27, 1956.

Our field examiners, having just returned from Spruce Pine, report that no further work has been done at this Prospect, and that apparently the applicant does not plan to do any further work. There is, therefore, no need for re-examination, and the original recommendation for denial is reaffirmed.

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

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

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

July 31, 1956

RECEIVED
AUG - 1 1956

Memorandum

To: Operating Committee, DMEA Washington

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

Subject: DMEA-4350 (mica) Earl Fitzsan, Lee Willis and Brown Willis, Vera Stapleton Property, Mitchell County, N.C.

Reference is made to the last paragraph of the Field Examination report on the subject property , dated July 27, 1956.

Our field examiners, having just returned from Spruce Pine, report that no further work has been done at this Prospect, and that apparently the applicant does not plan to do any further work. There is, therefore, no need for re-examination, and the original recommendation for denial is reaffirmed.

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

RAL/am
cc:
Lynch
Shirley
Files

V. J. Lynch, Member
Bureau of Mines

DOCKET COPY
Surname:

Hopkins
Houk
Selfridge

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

JUN 28 1956

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

Re: Docket No. DMEA-4350-mica
Karl Pittman, et al.
Vera Stapleton Property
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 dated June 22, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (SHB)

Approved:

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

Thor H. Kiilsgaard (SHB)
Member, Geological Survey

Enclosures: 4

JHopkins:ms 6/26/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.C.S.

DOCKET COPY
Surname:

Hopkins
Houk
Kiilsgaard
Yoder
Selfridge
Fylemon

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

JUN 28 1956

Messrs. Earl Pittman, Lee Willis,
and Brown Willis
Spruce Pine, North Carolina

Re: Docket No. DMEA-4350-mica
Earl Pittman, et al.
Vera Stapleton Property
Mitchell County, North Carolina

Gentlemen:

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

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

Sincerely yours,

C. O. Mittendorf

Administrator

JHopkins:ms 6/26/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Admr. R. File

R.G.S.

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

RECEIVED
JUL 30 1956

July 27, 1956

Memorandum

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

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

Subject: Field examination report - DMEA-4350 (Mica)
Earl Pitman, et al., Spruce Pine, N. C.
Vera Stapleton property, Mitchell County, N. C.

Enclosed are four copies of the subject examination report. Denial is recommended.

We received a letter from the applicant, asking that his application be transferred to another pegmatite. We have advised him to file a new application.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
8/3/56
(date)

RECEIVED
JUL 30 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

# FIELD EXAMINATION REPORT

On

# DMEA-4350, (mica) VERA STAPLETON PROPERTY
Mitchell County, North Carolina

By

S. C. Bergman, Geologist
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

July 27, 1956

Released by
DMEA OPERATING COMMITTEE
8/3/56
(date)

RECEIVED
JUL 30 1956

FIELD EXAMINATION REPORT

on

DMA-4350 (Mica) VERA STAPLETON PROPERTY
Mitchell County, N. C.

Applicant: Earl Pitman, Lee Willis and Brown Willis, Spruce Pine, N.C.

Summary:

A small pegmatite consisting of plagioclase, quartz and muscovite are exposed for a strike distance of about 50 feet in three small pits. No exploration by DMA is warranted unless the applicants do more work at their expense to better expose the body. It is recommended that the application be denied.

Introduction

The Vera Stapleton Property is about 1000 feet S 42° W of the junction of Highway 19 and Nine Creek Road on Burns Mountain, and is 2000-feet northeast of the R. B. Phillips Mica Mine (C-NE 1/9, Micaville, N.C. Quad. TVA, 209-NW, 1/24,000).

The property was examined July 12, 1956, in the company of Mr. Brown Willis. One hour was required for the examination.

The leased area is inadequate as a property line cuts through the small deposit. The area in which the applicant wanted to work is 10 feet from the line.

Geology:

A conformable mica-bearing, zoned pegmatite 1 ft wide strikes N 70° to 75° E and dips 78 to 90° SE. It is exposed in two pits along the strike 30 feet apart. The NE pit (the area where the applicant wanted to work) is 10 ft deep, 5 ft wide, and about 7 ft long (elongated with the strike of the pegmatite).

The other pit, across the property line, is 7 ft long, 3 ft wide, and 5 ft deep. The latter pit contains the same body, but has a quartz zonw in the center of the 1 ft thick body. The pegmatite in the larger pit (NE pit) contains plagioclase, muscovite and 3 quartz stringers near the contacts and in the center.

Green colored, flat, relaticely clear muscovite occurs in the pegmatite as crystals up to 2 inches across. Muscovite in place is sparse but a small pile lies near the northeasternmost pit. The applicant reports that he sold $60.00 worth of muscovite from these workings recently.

The country rock is biotite gneiss.

Recommendations

It is recommended that the application be denied. The applicant has stated his interest in doing more work at his expense to further expose the pegmatite, but two weeks have passed since the examination and the Field Team have not been contacted in regard to the additional work. If the pegmatite is better exposed by the applicant, and it appears that the dike is thickening with depth, then a re-examination may be warranted. The Prospect, although new, at present does not warrant DMEA assistance.

A. R. Taylor, Geologist
Geological Survey

L. E. Shirley, Mining Engineer
Bureau of Mines

July 27, 1956

z

IN REPLY REFER TO:

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

June 22, 1956

RECEIVED
JUN 25 1956

Re: DMEA 4350
Earl Pitman
Earl's mine
Mitchell Co., N. C.
$3,705.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicant requests assistance in exploring a pegmatite by bulldozing, shaft sinking and drifting.

Except to say the mine is 7 feet deep and some good mica was recovered no information is given concerning the pegmatite.

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

N. E. Nelson

N. E. Nelson

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

RECEIVED
JUN 22 1956

June 22, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4350 (mica)

Applicant: Earl Pitman, Lee Willis, and Brown Willis, Spruce Pine, N. C.

Name and Location of Property: _____, Mitchell County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/21/56

Comments:

1. The name of the mine is not given in the application, but it is stated some good mica was recovered several years ago.

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

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

WASHINGTON 25, D.C.

June 19, 1956

RECEIVED
JUN 21 1956

Memorandum

To: Operating Committee, DMEA- Washington

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

Subject: Application - Earl Pitman, Lee Willis and Brown Willis, Spruce Pine, N. C. (mica)

Enclosed are three copies of the subject application, with a copy of the mining lease and six copies of the Consent to Lien received in this office today. The fourth copy is being retained for our files.

V. J. Lynch

V. J. Lynch

June 19, 1956

RECEIVED
JUN 21 1956

Memorandum

To: Operating Committee, DMEA- Washington

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

Subject: Application - Earl Pitman, Lee Willis and Brown Willis, Spruce Pine, N. C. (mica)

Enclosed are three copies of the subject application, with a copy of the mining lease and six copies of the Consent to Lien received in this office today. The fourth copy is being retained for our files.

W. J. Lynch

ZM

June 21, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region V.

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA
-4350 Earl Pitman, Lee & Brown Willis

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

June 21, 1956

Mr. Earl Pitman
Spruce Pine,
North Carolina

Subject: DMEA 4350
Re: Exploration Assistance

Dear Mr. Pitman

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

Your application has been assigned Docket Number DMEA 4350 and referred to the Nonmetallic Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JUN 21 1956

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

*Not to be filled in by applicant*

Docket No. 4350
Metal or Mineral Mica
Date Received 6/21/56
Estimated Cost $ 3,705.00
Participation (Government %)

## INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Earl Pitman, Lee Willis & Brown Willis
Spruce Pine, 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 See attached sheet.

RECEIVED
JUN 18 1956
U. S. Geologic Survey
Geologic Division
Knoxville, Tenn.

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

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

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

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

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

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

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

(*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. Vein.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. Buchanan Hill on Spruce Pine-Bakersville Hy-8 mi. from Spruce Pine.

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

16—66551-1

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

(*c*) The work will start within 30 days and be completed within 4 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. Several Years.

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

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per of material moved, etc.). See attached sheet for estimate of costs.

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries 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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on accompanying 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 June 14th, 1956

Earl Pitman, Lee Willis and Brown Willis
(Applicant)

By Earl Pittman

Spruce Pine, N. C.

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

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

RECEIVED
JUN 2 1 1956

3(a) Snow Creek Township, Mitchell County, N. C. and BEGINNING on a small apple tree and runs south 73 west 22 poles to a chestnut tree; thence south 82 west 13 poles to a stake; thence north 54 west 38 poles to a stake on top of mountain; thence south 38 west with top of mountain 18 poles to a locust tree, J. E. Ellis corner; thence south 60 east with Ellis line 40 poles to a stake; thence south 50 east 17½ poles to a stake in Ellis line; thence north 50 east 18 poles and 4 feet to a pine tree; thence north 1 east 7 poles to a locust tree; thence north 12 west 7 poles to a stake; then north 73 east 22 poles to a stake; thence north 37 west 12 feet to the BEGINNING, and containing six (6) acres, more or less.

4(a). This mine has been worked down a distance of about 7 feet several years ago and some good mica was recovered. The workings are easilly accessible for examination purposes.

5(b). 6 or 7 hours of bulldozing. Propose to sink shaft 50 feet deep and then drift 40 feet in each direction.

6. Estimate of Costs:

| | |
|---|---|
| Rent on drill-4 mos. @ $40 per mo. | 160.00 |
| Explosives-$12.50 weekly for 16 weeks | 200.00 |
| Gasoline and Oil-$3 per day-$15 weekly for 16 weeks | 240.00 |
| Bulldozing Expenses | 70.00 |
| Tool House | 75.00 |
| Shed for Explosives | 50.00 |
| Have compressor that can be used and also have supply of steel | |
| Labor: | |
| 4 hands @ $1.00 per hr. 40 hrs. weekly each for 16 wks. | 2560.00 |
| Contingencies | 350.00 |
| TOTAL | $3705.00 |

# MINING LEASE

RECEIVED
JUN 21 1956

State of North Carolina Mitchell County:

This indenture made this 31st day of May 1956, ~~1953~~,

between Vera Stapleton, Widow

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and Earl Pitman, Brown Willis and Lee Willis

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: Snow Creek Township and BEGINNING on a small apple tree, runs south 73 west 22 poles to chestnut tree; thence south 82 west 13 poles to ~~a stake; thence north 54 west 38 poles to a stake on top of mountain; thence~~ south 38 west with top of mountain 18 poles to locust tree, J. E. Ellis corner; thence south 60 east with Ellis line 40 poles to a stake; thence south 50 east ~~17½ poles to a stake in Ellis line; thence north 50 east 18 poles and 4 feet~~ to a pine tree; thence north 1 east 7 poles to a locust tree; thence north 12 west 7 poles to a stake; then north 73 east 22 poles to a stake; thence north 37 ~~west 12 feet to the BEGINNING, and containing six (6) acres, more or less.~~

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 1/8th on all mica

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:

Vera Stapleton (Seal)

_____ (Seal)

_____ (Seal)

North Carolina

Mitchell County

I, Clyde Pritchard, Justice of the Peace, hereby certify that Vera Stapleton, widow, personally appeared before me this date and acknowledged the due execution by her of the foregoing LEASE.

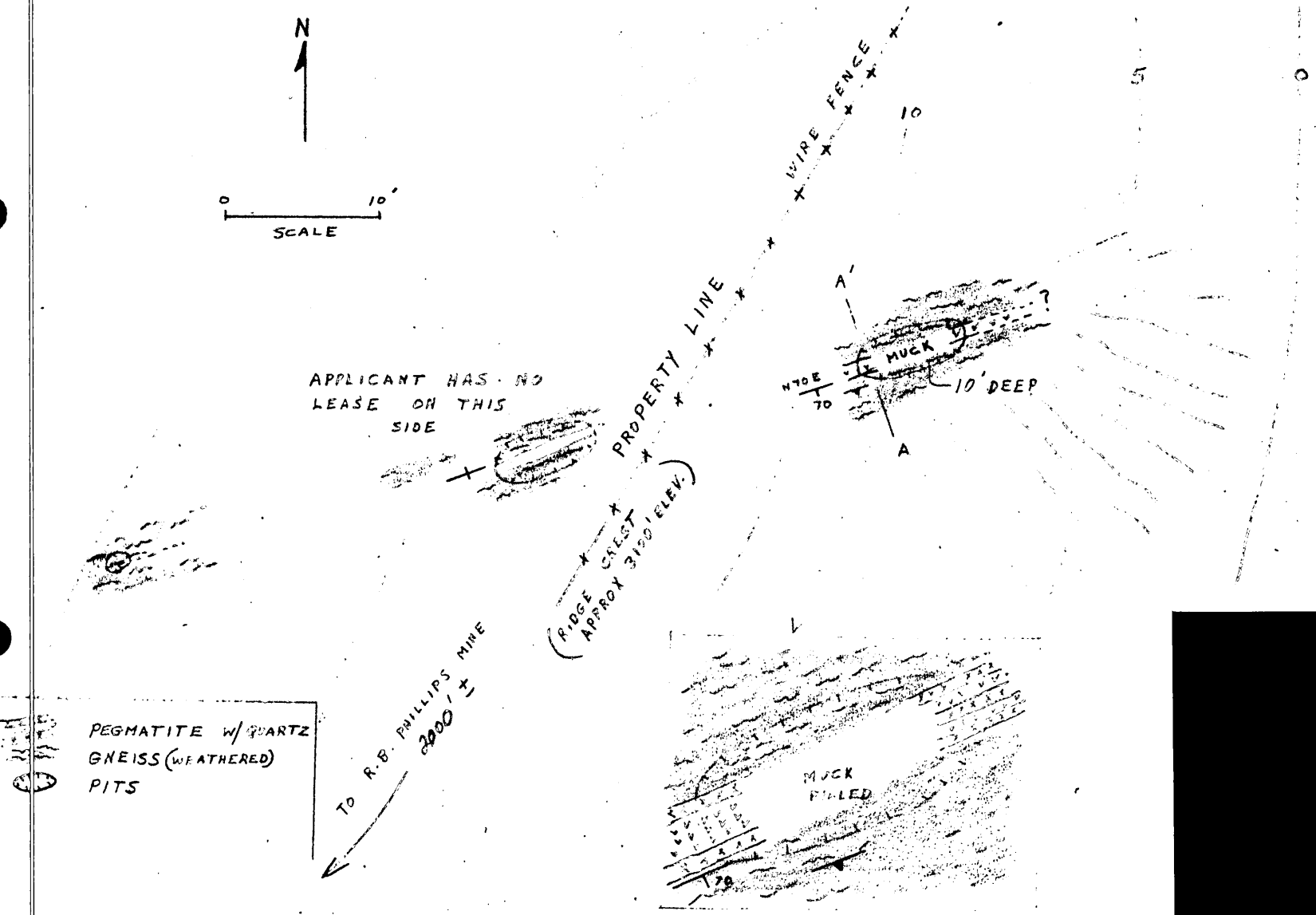
Witness my hand and seal this the 31st day of May 1956.

Clyde Pritchard
Justice of the Peace

# DMEA-4350 MICA

## VERA STAPLETON PROPERTY
## MITCHELL CO., N.C.

7-19-56




A.R. TAYLOR
7-19-1956