DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4578

Application (Denied ✓
(~~Withdrawn~~
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
Owner's Consent to Lien
Subordination Agreement
Leases and assignments of leases
Application and attachments
(3) Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab)
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
On-site Exam Report(s) (Tab)
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

Operator's Semi-Annual Report for Certified Project, Field Team Interim Reports, Operator's Monthly Report with transmittal, narrative, maps, and Field Team review.

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

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---known as the C. L. Mace tract. Beginning on a white oak H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory; thence West 11 poles to a stake; thence South 100 poles to a stake; thence to beginning corner 3 acres.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED DEC 21 1956 DMEA

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. 4578
Metal or Mineral Mica
Date Received 12-21-56
Estimated Cost Not Given
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: Brushy Creek Mine
Frank W. Phillips & Lee White
Spruce Pine, N. C.
(partnership)

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a hickory; thence South with the old Bowman line 60 poles to a locust; thence West 148 poles to a poplar; thence North 185 poles to a stake; thence East 60 poles to a stake; thence South 125 poles to the beginning corner containing 100 acres. Also one other tract known as the C. L. Mace tract.

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

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

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

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

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

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

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

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

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

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

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16—66551-1

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

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

(*c*) The work will start within 30 days and be completed within 6 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated Dec. 15, 1956, 195__

Brushy Creek mine
(Applicant)

By Frank P. Phillips
Lee White

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

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

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Brushy Creek Mine

4. (a)

This prospect was found in 1954. The prospector and operator was not financially able to carry out much of an operation. He worked it for a very short time getting a few large blocks of good quality mica. Then after a little rain there was a slide and he was not able to pay the amount it would cost to hire a bulldozer and other mining equipment. There is a jeep road to the mine.

(b)

The mine is not being worked at present, but did produce some large sheets of good quality mica.

(c)

This vein was stripped off for about forty feet and was pitching deep into the hill. It seems to be on the same lead of some good mica mines.

(d)

This prospect is about six miles north of Spruce Pine, N.C. on highway 19-E, then East $1\frac{1}{2}$ miles on Brushy Creek (a gravel road) then north $\frac{1}{2}$ mile.

(e)

Sufficient

5. (b)

It would take about four or five days to bulldize the material that slid in and locate the place for sinking the shaft. We would like to sink a shaft 80 feet and drift 75 feet in each direction with the vein.

(d)

I have had twenty years of mining experience and will supervise the operation myself.

6.

Bulldozing	$ 800.00
Sinking shaft	4,000.00
Drifts	5,250.00
Total	$10,050.00

(a)

None

(b)

2 muckers @ $1.25 hour
1 hoist operator @$1.25 hour
1 drill operator @ $1.50 hour
1 helper @ $1.35 hour

MINING LEASE

State of North Carolina AVERY County:

This indenture made this 22 day of June, 1956

between D.AA. Bowman and wife ~~Bessie~~ Elizabeth C. Bowman

of AVERY County and State of North Carolina as party of the first part, and known as lessors, and

of Avery County and State of North Carolina, party of the second part and known as lessee. Lee White

WITNESSETH, That the parts of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, 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: Begining on A white oak the old Nancy M a ce corner ~~and runs east 88 poles to a Hickory;~~ Thence S. with the old BOWMAN line 60 poles to A Locust; ~~thence West 148 poles to a Poplar; thence North 185 poles to a stake; thence East 60 poles to a stake;~~ ; thence South 125 poles to the beginning corner c ontaning ~~100 acres.~~

~~A ls o one other tract known as the C .L. M ace tract.~~

~~Beginning on a white oak H.H .Wise corner near C.L.Mace house and runs North 100 poles to a Hickory; thence West 11 poles to a stake; thence South 100 poles to a stake; then to beginning corner 3 acres.~~

Recorded in Book 38, on Page 366, Register of Deeds, Avery Co.

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 parts of the first part, or his or their heirs or assigns, a rental royalty of 12½ % ~~twelve and one half pre cent~~ on m ica sold ant prevaling royalty on other minerals sold 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 lessors 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:

Bunea H. Wiseman

D A Bowman (Seal)

Elizabeth C. Bowman (Seal)

Lee White (Seal)

My commission expires 10/3/57

STATE OF NORTH CAROLINA,
AVERY COUNTY.

I, Bunea W. Wiseman, a Notary Public in and for Avery County, State of North Carolina, do hereby certify that D.A. Bowman and wife, Elizabeth C. Bowman, Lessors and Lee White, Lessee each personally appeared before me this day and acknowledged the due execution of the foregoing Lease for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 22nd day of June 1956.

My commission expires on the 3rd day of October 1957

Bunea W. Wiseman
Notary Public

STATE OF NORTH CAROLINA, AVERY COUNTY

The foregoing certificate of Bunea W. Wiseman a Notary Public of Avery County, State of N. C. under his official seal, is adjudged to be correct. Let the said instrument and the certificate be registered.

This 13 day of July 1956

J. W. Bacharach
Clerk of Superior Court

NORTH CAROLINA
AVERY COUNTY
} OFFICE OF REGISTER OF DEEDS

Filed for registration at 11 o'clock A. M. on the 13 day of July 1956, and registered in this office in Book 52 at page 385, this the 13 day of July 1956.

Frank C. Welch
Register of Deeds

MF-203
Revised March 24, 1955

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

RECEIVED DEC 21 1956 D.M.E.A.

CONSENT TO LIEN

To the United States of America:

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

Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a ~~hickory; thence South with the old Bowman line 60 poles to a locust;~~ thence West 148 poles to a poplar; thence North 185 poles to a stake; thence East 60 poles ~~to a stake; thence South 125 poles to the beginning~~ corner containing 100 acres. Also one other tract known as the C. L. Mace tract. Beginning on a white oak ~~H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory;~~ thence West 11 poles to a stake; thence South 100poles to a stake; thence to beginning corner 3 acres.

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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

_____ [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

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

RECEIVED DEC 21 1956 D.M.E.A.

CONSENT TO LIEN

To the United States of America:

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Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a hickory; thence South with the old Bowman line 60 poles to a locust; thence West 148 poles to a poplar; thence North 185 poles to a stake; thence East 60 poles to a stake; thence South 125 poles to the beginning corner containing 100 acres. Also one other tract known as the C. L. Mace tract. Beginning on a white oak H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory; thence West 11 poles to a stake; thence South 100 poles to a stake; thence to beginning corner 5 acres.

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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

D. H. Bowman [Seal]

Elizabeth A. Bowman [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

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

RECEIVED DEC 21 1956 DMEA

CONSENT TO LIEN

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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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

J. A. Bowman [Seal]

Elizabeth C. Bowman [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

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

RECEIVED
DEC 21 1956
D.M.E.A.

CONSENT TO LIEN

To the United States of America:

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

North Carolina
Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a hickory; thence South with the old Bowman line 60 poles to a locust; thence West 148 poles to a poplar; thence North 186 poles to a stake; thence East 60 poles to a stake; thence South 125 poles to the beginning corner containing 100 acres. Also one other tract known as the C. L. Mace tract. Beginning on a white oak H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory; thence West 11 poles to a stake; thence South 100poles to a stake; thence to beginning corner. 3 acres.

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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

_____ [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 DEC 21 1956 D.M.E.A.

CONSENT TO LIEN

To the United States of America:

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

North Carolina
Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a hickory; thence South with the old Bowman line 60 poles to a locust; thence West 148 poles to a poplar; thence North 185 poles to a stake; thence East 60 poles to a stake; thence South 125 poles to the beginning corner containing 100 acres. Also one other tract known as the C. L. Mace tract. Beginning on a white oak H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory; thence West 11 poles to a stake; thence South 100poles to a stake; thence to beginning corner. 3 acres.

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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

D. H. Bowman [Seal]

Elizabeth A. Bowman [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

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

RECEIVED DEC 21 1956 D.M.E.A.

CONSENT TO LIEN

To the United States of America:

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

North Carolina
Beginning on a white oak the old Nancy Mace corner and runs East 88 poles to a hickory; thence South with the old Bowman line 60 poles to a locust; thence West 148 poles to a poplar; thence North 185 poles to a stake; thence East 60 poles to a stake; thence South 125 poles to the beginning corner containing 100 acres. Also one other tract known as the C. L. Mace tract. Beginning on a white oak H. H. Wise corner near C. L. Mace house and runs North 100 poles to a hickory; thence West 11 poles to a stake; thence South 100 poles to a stake; thence to beginning corner 3 acres.

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 repay the Government.

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

SIGN HERE ✓ D. H. Bowman [Seal]

" " Elizabeth C. Bowman [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]

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
4/19	Anderson	600
4/22	Selfridge	130
"	Johnson	110
"	Mittendorf	100
		220

600

APR 22 1957

Messrs. Frank W. Phillips
and Lee White
Brushy Creek Mine
Spruce Pine, North Carolina

Re: Docket No. DMEA-4578-Mica
Frank W. Phillips and
Lee White
Brushy Creek Mine
Avery County, North Carolina

Bishop
Kiilsgaard

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 (for)

Administrator

WCAnderson:gad 4/19/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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

April 19, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report.
Docket No. DMEA-4578-Mica
Frank W. Phillips and
Lee White,
Brushy Creek Mine
Avery County, North Carolina

Denial of application is recommended.

Mica: Green, flat to wedge-A books up to 10 inches across. Badly bent and cracked, sheet mica content sporadic.

Pegmatite: Series of lenticular pegmatites at different stratigraphic positions, of similar compositions, but varying in textures. Upper structure of two concordant parallel pegmatites has strike length of 40 feet, and the lower, 55 feet in length. Both 3 to 4½ feet thick at midsection and taper to nothing at extremities. A third lens has maximum thickness of 6 feet and tapers to 18 inches within 25 feet. All lenses are concordantly emplaced in weathered, interlayered mica and hornblende gneisses. Highest lens is an extremely fine-grained aggregate of oligoclase, quartz, muscovite, and sericite, almost aplitic in texture. The two lower are zoned, with 6 inches to 1½ feet quartz cores, intermediate medium-grained mixture of oligoclase, perthite and muscovite and an outer zone of medium fine-grained oligoclase, minor quartz and small green muscovite.

Old Workings: Irregular excavations into the hillside and a 30 foot adit.

Past production: Very little.

Applicant's proposal:	Bulldozing	$800.00
	80 feet of shaft @ $50.00/ft.	4,000.00
	150 feet of drift @ $35.00/ft.	5,250.00
	Total amount requested	$10,050.00

Recommendations: The Field Team recommends denial of the application because there is a lack of continuity and size of the pegmatite and favorable textural environment for the occurrence of sheet mica. The Nonmetallic Minerals Division and the Commodity Members of the Geological Survey and Bureau of Mines concur.

W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

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

OFFICIAL FILE COPY
DMEA
IN REPLY REFER TO:
RECEIVED APR 19 1957

DATE	INITIALS	CODE
4/19	C	220
		600

April 17, 1957
Re: DMEA 4578
Frank Phillips and Lee White
Brushy Creek ~~Mine~~
Avery County, North Carolina
$10,050.00 - 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 applicants requested assistance in exploring a pegmatite, from which according to the application, by little work, a few large blocks of good quality mica had been taken.

The examiners found several relatively small, low dipping, conformable lenticles of pegmatite exposed in a bulldozed trench. An inclined adit 30 feet long has been driven in one lens oblique to the dip. The lenses vary in size, mineralogy and texture. The lengths of 3 large lenses are fairly determined, and judging by the shapes, the dip lengths are taken to be small. As now seen, no lens is rich in good quality mica, and because of their size, the lenses could not be expected to produce mica of a value commensurate with the cost of the proposed work.

The conclusions reached by the examiners and the Field Team are the result of 2 examinations and the recommendation of denial is well sustained by the examiners' report. I concur with the recommendation.

N. E. Nelson

N. E. Nelson

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

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RECEIVED APR 16 1957

DATE	INITIALS	CODE
4/17	C	220
		600

April 16, 1957

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4578 (mica)

Applicant: Frank Phillips and Lee White

Name and Location of Property: The Brushy Creek Mine, Avery County, N. C.

Date of Field Team Report: 4/4/57

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 4/11/57

Field Team Recommendation: Recommend that application be denied.

Comments:

1. Applicants have exposed, by bulldozing, a series of rather small, low-dipping, concordant lenticles of pegmatite.

2. None of the pegmatites appear to be very rich in good quality mica.

3. Lack of size and continuity of pegmatites and generally poor textural environments lead to conclusion that exploration is not justified.

Recommendation:

I concur with the recommendation that the application be denied.

Donald R. Irving
Donald R. Irving

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1033 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

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DATE	INITIALS	CODE
4/9	C	220
		130
4/12	C	220
4/12	wa	600

April 4, 1957

A

Memorandum

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

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

Subject: Field Examination Report, DMEA-4578 (Mica)
Frank Phillips and Lee White, Spruce Pine, N. C.
The Brushy Creek Mine, Avery County, N. C.

Enclosed are the original and three copies of the subject examination report.

We agree with the recommendation of the examiners that this application be denied.

Robert A. Laurence

Robert A. Laurence
Executive Officer

W. A. Beck

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

as
cc
Opr. Com. 3
Lynch
Shirley
Files

Reviewed by
DMEA OPERATING COMMITTEE
4-12-57
(date)

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

OFFICIAL-COPY

[redacted]

DMEA

RECEIVED APR 8 1957

DATE	INITIALS	CODE
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EXAMINATION REPORT BY FIELD TEAM

REGION V

DMEA-4578, BRUSHY CREEK MINE (mica)

Avery County, North Carolina

S. C. Bergman - E. L. Boudette, Geologists
U. S. Geological Survey

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

April 4, 1957

Reviewed by
DMEA OPERATING COMMITTEE
4-12-57
(date)

OFFICIAL FILE COPY
DMEA
RECEIVED APR 8 1957

DATE	INITIALS	CODE
		130
		220

FIELD EXAMINATION REPORT

The Brushy Creek Mine
Avery County, North Carolina

DMEA-4578 (mica)

Applicants

Frank Phillips and Lee White, Spruce Pine, North Carolina.

SUMMARY

Unknown Operators have bulldozed an irregular excavation into the hillside, exposing a series of rather small, low-dipping, concordant lenticle of pegmatite. Some of the pegmatite exhibits a fairly good mineralogic and textural environment for the occurrence of strategic muscovite, but a considerable amount is very fine grained, almost aplitic in texture. The exposures are good enough to indicate that the lenticles are not more than about 40 to 50 feet in both the strike and dip directions and average about 3 to 6 feet in maximum thickness. None of the pegmatites appears to be very rich in good quality muscovite. The lack of size and continuity indicated as well as the sporadic distribution of favorable textural environments, from lens to lens, indicates to the examiners that further exploration is not justified at this site.

INTRODUCTION

Location

The prospect is located 1.73 airline miles S52°W of the intersection of State Highway 194 and U. S. Highway 221, in Avery County, North Carolina. It is on the moderately steep, south slope of Doe Hill Mountain at an elevation of approximately 3100 feet. The site can be located on the Linville Falls, N. C., Quadrangle, USGS-TVA Ed. 1934, L;24,000 (216-NW).

Examination

An examination was made on January 22, 1957, at which time the examiners were inclined to recommend denial of the application. The examiners were accompanied by Messrs. Sam Thompson and Lee White. The Applicants prevailed on the examiners to delay their report until some additional bulldozing

could be done in the hopes of exposing further criteria for justifying an exploration program. On March 20, 1957, the examiners returned to the site for reexamination. At this time, the examiners were accompanied by Messrs. Sam Thompson, and Robert Laurence, Executive Officer of DMtA, Region V, as well as several workmen. A tractor-loader was in the process of removing a recent slide at the head of the cut which had covered a new exposure of pegmatite. The Applicants had no interest in previous operations and their bulldozing at the time of the reexamination did not materially change the dimensions or outlines of the old opencut. An old adit has been driven from the bottom of the opencut about 30 feet N60°W on a shallow incline, oblique to the dip direction (see map). Outside of the tractor-loader present at the time of reexamination there is no equipment, supplies, or other equipment at the site.

GEOLOGY

The combined efforts of the Applicant and previous operators, have excavated and exposed a series of lenticular pegmatites at different stratigraphic positions, and of similar compositions, but of widely varying textures. The structures strike N5°W to N15°W and dip from 20 to 30° southwest. Two concordant, parallel pegmatites, about 6 feet stratigraphically separated, have their strike sections well exposed in the west wall of the open cut. Both pegmatites appear to taper rapidly and symmetrically from a maximum thickness of 3 to 4½ feet (upper and lower pegmatites respectively) at the midsection to nothing at the strike extremities. The upper lens has an indicated strike length of about 40 feet and the lower lens in which the adit has been driven a strike length of about 55 feet. A third lens lies

about 5 feet stratigraphically below the adit lens and is fairly well exposed in the north wall of the opencut. A maximum thickness of about 6 feet is exposed which tapers to 18 inches within 25 feet updip. A rapid and distinct thinning is indicated in the downdip direction which if symmetrical, indicates a dip continuity of about 50 feet for the lowest of the three exposed lenses. The examiners believe that the structural environments being the same for the three exposed lenses of pegmatite, both the strike and dip axes of each structure should be similar in dimensions. A fourth indeterminative structure is poorly exposed in the floor of the opencut. It may be the strike extension of the lower lens, but is radically different in texture. All structures are concordantly emplaced in weathered, interlayered, mica and hornblende gneisses. The highest lens stratigraphically, and the indeterminative exposures in the floor of the opencut are extremely fine-grained aggregates of oligoclase, quartz, muscovite, and sericite, almost aplitic in texture. A 6-inch-thick quartz lens lies along the footwall contact of the upper pegmatite. The middle and lower of the three exposed lens are mineralogically zoned with lenticular quartz cores 6 inches to 1½ feet thick at their midsection, an intermediate medium-grained mixture of oligoclase, minor perthite, quartz and muscovite, and an outer or wall zone of medium fine-grained oligoclase, minor disseminated quartz and small green muscovite.

Muscovite recovered by the Applicants at the time of reexamination is in green, flat to wedge-A books up to 10 inches across. Most of the books are badly bent and cracked although very little mineral intergrowth was noted. The sheet mica content is very sporadic because of the extreme variation in textures from lens to lens. None of the sheet material has been

recovered from the finer grained portions of the pegmatites. Probably 50 to 75 pounds of block were recovered from the Applicants bulldozing.

CONCLUSIONS AND RECOMMENDATIONS

There is a definite lack of three-dimensional continuity and size to the exposed pegmatite lenses as well as very sporadic distribution of favorable textural environments for the occurrence of sheet muscovite. The muscovite as observed by the examiners, would have a very low recovery out of the block, because of its bent, reeved nature. The above factors lead the examiners to recommend that the application be denied.

S. C. Bergman - E. L. Boudette
Geologists, USGS

L. E. Shirley
Mining Engineer, USBM

as

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1-4-57	Anderson	600
1-7	Houk	600
1-7	Selfridge	130
1-7	Robson	110
1/7	Mittendorf	100
1-8	C	225

600

JAN 7 1957

Messrs. Frank W. Phillips and Lee White
Brushy Creek Mine
Spruce Pine, North Carolina

Re: Docket No. DMEA-4578-Mica
Brushy Creek Mine
Frank W. Phillips and
Lee White
Avery County, North Carolina

Lamb 600
Kiilsgaard

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 (for)

Administrator

WCAnderson:gad 1/4/57
Copy to: Admr. R. File
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1-4-57	Anderson	600
1-7	Houk	600
1-7	Selfridge	130
1-7	[illegible]	110
1-7	[illegible]	100
		225

600

JAN 7 1957

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

Re: Docket No. DMEA-4578-Mica
Brushy Creek Mine
Frank W. Phillips and
Lee White
Avery County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated December 31, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

Frank D. Lamb
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Enclosures 5

WCAnderson:gad 1/4/57
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

IN REPLY REFER TO:

A

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DMEA
RECEIVED JAN 8 1957

DATE	INITIALS	CODE
		600

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

December 31, 1956
Re: DMEA 4578
Frank Phillips and Lee White
C. L. Mace Tract
Brushy Creek Mine
Mitchell County, North Carolina
$10,050.00 - Mica

~~Memorandum~~

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

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

Subject: Review of application.

The applicants request assistance in exploring a pegmatite, found in 1954, from which by little work, a few large blocks of good quality mica were taken, according to the application. Probably little is to be seen on the ground.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

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

OFFICIAL FILE COPY DMEA RECEIVED JAN 2 1957		
DATE	INITIALS	CODE
		600

A

December 31, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA- 4578 (mica)

Applicant: Frank Phillips and Lee White

Name and Location of Property: Brushy Creek Mine
Mitchell Co., North Carolina

Date Application Rec'd by Br. of Ceramic & Fertilizer Materials: Dec. 21,1956

Comments:

1. Applicant claims prospect produced some large blocks of good quality mica in 1954.

2. Total estimated costs are in the amount of $10,050.00

3. 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
WASHINGTON 25, D.C. BLDG
KNOXVILLE 2, TENN.

RECEIVED DEC 21 1956 D.M.E.A.

December 18, 1956

Memorandum

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

From: Field Team, Region V, Knoxville, Tennessee

Subject: Application - Frank Phillips and Lee White, Spruce Pine Brushy Creek Mine (Mica), Avery County, North Carolina

Enclosed are three copies of an application by Frank Phillips and Lee White to which are attached ~~seven~~ six copies of Consent to Lien, and one copy of the lease.

V. J. Lynch
Acting Executive Officer
DMEA Field Team, Region V

Helmuth Wedow, Geologist
U. S. Geological Survey

Enclosures 11

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

December 19, 1956

Memorandum

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

From: Field Team, Region V, Knoxville, Tennessee

Subject: Application - Frank Phillips and Lee White, Spruce Pine Brushy Creek Mine (Mica), Avery County, North Carolina

Enclosed are three copies of an application by Frank Phillips and Lee White to which are attached ~~seven~~ six copies of Consent to Lien, and one copy of the lease.

V. J. Lynch
Acting Executive Officer
DMEA Field Team, Region V

Helmuth Wedow, Geologist
U. S. Geological Survey

VJL/mg
Enclosures 11
cc
Operating Committee (3)
Lynch
Shirley
File

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

December 21, 1956

Mr. Frank W. Phillips
Spruce Pine,
N. C.

Subject: DMEA-4578

Dear Mr. Phillips

Your application for exploration assistance, dated December 15, 1956 submitted to our office at Knoxville, has been assigned Docket Number DMEA-4578 and referred to the Nonmetallic Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

(Sgd) Allen S. Dakan

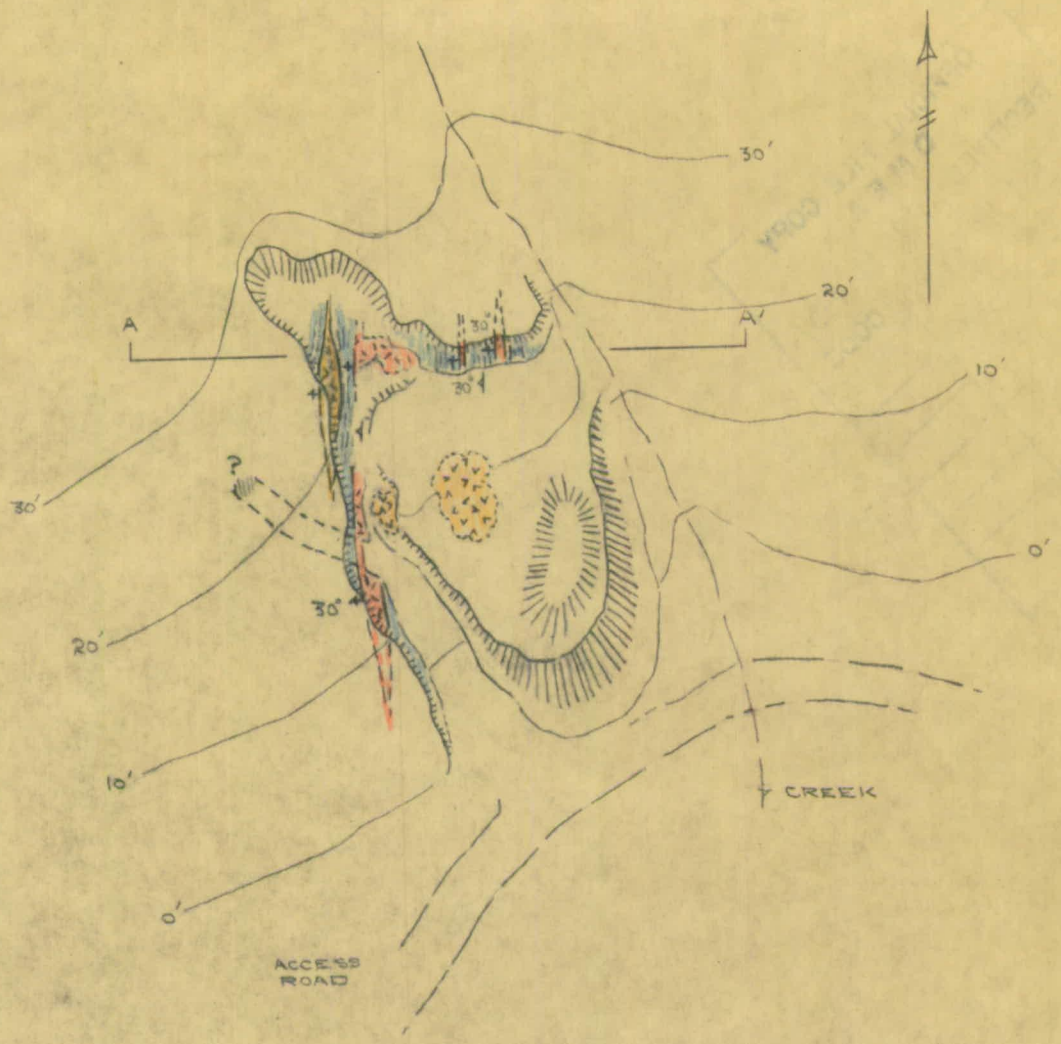
Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:

Region V. Knoxville, Tennessee

Code 600

6916



BRUSHY CREEK MINE
AVERY COUNTY, NORTH CAROLINA

DMEA-4578 (MICA)

SCALE: 1" = 40'

LEGEND

- OLIG. QTZ MUSCOVITE, PEGMATITE
- FINE GRAIN FELDSPATHIC PEGMATITE
- WEATHERED MICA GNEISS
- ADIT
- DUMP
- EXCAVATION

SCB 3/67

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