State of North Carolina,
Avery County.

Each of the foregoing certificates, namely Sam K. Vance, and Henry Burleson Notaries Public of the State and County designated duly authenticated by the impression of their respective Notarial Seal thereon are adjudged to be correct. Therefore let the instrument and the certificates be registered.

This 30 day of December, 1957.

Melvin Wise
Asst Clerk of Superior Court

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LAND AND MINERAL COMPANY
To
Sam K Vance and
Vivian Vance

LEASE

Filed for registration on the 30 day of December, 1957, at 10 o'clock a M., and registered in the Office of The Register of Deeds for Avery County, North Carolina in Book 55 Page 49

Register of Deeds for

ORIGINAL FILE COPY
DMEA
RECEIVED JAN 6 1958
DATE | INITIALS | CODE

NORTH CAROLINA
BUNCOMBE COUNTY

THIS AGREEMENT made the 24 day of December, 19 57, between the LAND & MINERAL COMPANY, a corporation organized pursuant to the laws of the State of Delaware, hereinafter sometimes designated as "Lessor," party of the first part; and,

Sam K Vance and wife, Vivian Vance

of

hereinafter sometimes designated as "Lessee,"
(This designation shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns), party of the second part:

W I T N E S S E T H

That the said Lessor, for and in consideration of the premises and of the sum of One Dollar paid said Lessor by Lessee, the receipt of which is hereby acknowledged, and of the undertakings and agreements hereinafter set forth and stated to be kept and performed by the Lessee, has leased and granted, and by these presents does lease and grant unto the Lessee the sole and exclusive right and privilege of digging, boring and otherwise prospecting for, and mining mica, including scrap, sheet and punch mica, and Feldspar only, and , and to remove the same from the following described tract or tracts of land situate in the State of North Carolina, County of Mitchell, and bounded and more particularly described as follows:

Beginning on an iron stake running thence West 450 feet an an iron stake thence South 900 feet to an iron stake,thence East 450 feet to an iron stake,thence 900 feet to an iron stake to the point of beginning,the northeast corner of this legal description being located South 77 degrees East 475 feet from an iron stake in a branch,a corner in the outside boundary line of a fifty acre tract.
Description from deed recirded in Book 56 Page 404 dated Dec. 12 1929,Mitchell County North Carolina.

Excepting from the above boundary three acres known as the Vance tract shown on Map by R. Thompson (Nov. 3 1957).

TO HAVE AND TO HOLD the said premises for the purposes aforesaid only, unto the said Lessee for and during the term of one (1) 5 (five) year next ensuing from the 24 th day of December, 19 57.

1. The Lessee covenants and agrees to pay to the Lessor on the 10th day of each month, the following royalties:
   (a) Scrap mica—a sum equal to 1/8 of the then prevailing market price.
   (b) Sheet and punch mica—a sum equal to 1/8 of the then prevailing market price.
   (c) Feldspar—a sum equal to .50 per ton of 2240 pounds.
   (d) All other minerals—a sum equal to mica & feldspar only of the then prevailing market price,
   (e) No mica to be sold in block except GSA.

   mined and removed from said premises pursuant to the provisions of this lease during the month immediately preceding said dates of payments, which payments shall be made to the Lessor at its office in Biltmore, North Carolina, or to its duly designated agent, for that purpose, Arthur Buchanan Jr. Agent., in complete settlement of any and all royalties due the Lessor for minerals mined and removed during the preceding month and each remittance of royalty payments herein specified shall be accompanied by an accurate statement or invoice and/or weight ticket, showing the amount, grade, qualification and weight of the mica and other minerals upon which said payments are based, together with such other information as may be incident to the mining, sale and shipment of said mica.

2. The Lessee agrees to pay to the Lessor a minimum royalty of $_____ per year during the term hereof, without regard to the mica, feldspar or other minerals produced from said land; for any period less than a year the minimum royalty payable hereunder shall be ratably ascertained, providing that nothing in this paragraph contained shall release the Lessee from the obligation to prosecute mining operations with a reasonable degree of efficiency and to pay the royalties provided upon the mica and other minerals actually produced. The annual royalties received pursuant to paragraph 1, hereof, shall apply against said minimum royalties but said sums received under paragraph 1, hereof, shall not be considered as advance and cumulative royalties against said minimum royalties.

3. The Lessee covenants and agrees to keep adequate, accurate and complete records, books and accounts of all mica and other minerals mined within the boundaries of the premises above described, and the same shall be open to inspection of the Lessor at all reasonable times.

4. The said Lessee will classify, segregate and keep separate and separately marked, all mica and other minerals mined upon and taken from the premises hereinabove described and in no event will store, ship, mix or confuse the same with mica and other minerals mined or taken from any other land or premises.

5. The Lessor hereby grants to the Lessee the right to mine, prospect, search, dig, bore and excavate for mica and other minerals in as many places on the premises above described as the said Lessee may deem proper, and to extract and remove the same from said premises.

6. The Lessor hereby grants to the Lessee the same right that it has to construct ditches, drains, aerial tramways, tramways, railroads, truck roads, to and across said premises and any adjoining tracts of land belonging to the Lessor, but subject to any obligation of the Lessor in connection therewith which Lessee assumes.

7. The Lessor hereby grants to the Lessee such rights as it has in the premises above, to cut and use such timber located upon the said premises as may be necessary for the construction of buildings and/or for other usual purposes of such mining operations, upon paying for the merchantable timber the reasonable market stumpage value thereof at and upon the aforesaid land and premises, but subject to any obligation of the Lessor in connection therewith, which the Lessee assumes.

8. The Lessor hereby grants to the Lessee such rights as it has to use any stone or gravel located on the aforesaid premises for the purpose of constructing roads necessary and suitable for the full enjoyment of the mining rights hereby leased by the Lessee, as well as such right as it has to use or secure water on said premises and to dump waste material and water arising through the mining operations upon said premises, but subject to any obligation of the Lessor in connection therewith, which Lessee assumes.

9. The Lessor hereby grants to the Lessee the right to remove his mining machinery and equipment at any time within ninety (90) days after the termination or expiration of this lease, provided the time for the removal of said machinery and equipment may be enlarged only by written permission of the Lessor. No mining machinery and equipment belonging to the Lessee shall be removed from said premises until all of the indebtedness and obligations which may be owing to the Lessor by the Lessee shall have been paid in full.

10. The Lessor reserves unto the Lessor the right to use so much of the premises as shall not be required by the Lessee for the mining operations of the Lessee.

11. The Lessee agrees to pay all taxes which may be levied solely upon the mining operations conducted upon the said premises by the Lessee.

12. The Lessee shall have the right to terminate this lease at any time during the term aforesaid upon giving written notice to Lessor of such intention, at least sixty (60) days prior to the date of termination, and upon payment of all sums due Lessor by Lessee to said date of termination. Said notice shall be sent by Registered Mail to last known address of Lessor.

13. The Lessee agrees to conduct his mining operations in a businesslike and workmanlike manner with due regard to Lessor's rights in the mines, minerals and mineral deposits, and to that end the Lessee agrees to keep and maintain the mines and all parts thereof in good and sufficient repair and to work and operate said mines in a good and skillful manner not removing the rich parts of the mines at the expense of the other part thereof, and as the work progresses to keep the mines as clean as reasonably practicable, and all parts thereof securely and properly timbered and supported; and in case of open work to properly slope the walls and banks so as to prevent the same from slipping or falling in; that no waste, rubbish or refuse will be dumped, thrown or placed in any mine, mine tunnel, cut shaft or other improper place, and no waste will be permitted upon said premises nor avoidable damage done to mine thereunder. Lessee further agrees not to interfere with, dislocate, remove, damage or misplace any surface monuments, marker stake or other evidence as presently set defining the boundaries of said premises.

14. The Lessor reserves the right to terminate and cancel this lease in the event of a default on the part of the Lessee in complying with any of the terms and conditions of this lease, provided said default shall continue for a period of sixty days after the Lessor has forwarded written notice thereof to the Lessee. Said notice shall be sent by registered mail to the last known address of the Lessee.

15. The Lessee shall have the right to renew this lease for an additional period of ~~2~~ Five (5) _____, upon the terms and conditions hereinbefore set forth, provided that 30 days prior to the expiration of this lease the Lessee shall forward to the Lessor written notice thereof in the manner hereinbefore provided for sending notices to Lessee.

16. The Lessee will within a period of 90 days from the signing of this lease begin active work in prosecuting the mining operations for scrap mica, sheet and punch mica, feldspar and other minerals and will continue the prosecution of said mining operations in good faith and with due diligence and activity in order to produce the maximum output from the mines located on the above described premises. In the event Lessee fails to operate actively and continuously any mine or mines within said boundary for the production of scrap mica, sheet and punch mica, feldspar and other minerals for a period of 30 days, except for causes absolutely beyond Lessee's control, then the Lessor, at its option, may declare this lease void and of no further force and effect.

17. It is agreed that during the continuation this lease, or any extension thereof, the Lessor or its assigns shall have the refusal of and the right and option to purchase all mica mined and produced by the Lessee from the land and premises hereinabove described. Such purchase to be at the prevailing market price.

18. It is agreed that the acceptance of royalty by the Lessor under the provisions of this lease is to to be a credit in behalf of the Lessee but is not to be taken or considered as a waiver for any damages Lessor may be entitled to recover from Lessee for any breach or breaches that Lessee may make in any duty or covenant expressed or reasonably implied in this lease or as an estoppel against Lessor in this respect. Nothing contained in this lease is intended to, nor shall it abridge or in any way modify the Lessor's right or rights in or to any action for the non-performance of the covenants of this lease.

19. It is agreed that this lease shall not be transferred, assigned or sub-let either in whole or in part by the Lessee without the prior written consent of the Lessor and no right or privilege of the Lessee hereunder can be transferred, assigned or sub-let by Lessee without such written consent of Lessor first had and obtained.

20. Lessee agrees that the Lessor shall in no sense or in any way be held liable for any operations under this lease, and in no event and under no circumstances shall Lessor be held liable for any debt, tort or other liability of the Lessee, his agents, workmen or employees and Lessee further agrees to at all times indemnify and save harmless said Lessor of any claim and demand of whatsoever kind and nature predicated in any manner on such operations under this lease and Lessee further agrees to carry adequate insurance of all kinds to so indemnify said Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly and properly executed as of the day and year first above written.

LAND AND MINERAL COMPANY
By: Arthur Buchanan Jr
~~President~~ Agent.

ATTEST:

_____
Secretary

Sam K Vance (SEAL)
Vivian Vance (SEAL)

NORTH CAROLINA
~~BUNCOMBE~~ Mitchell COUNTY

I, a Notary Public of said State and County, certify that Arthur Buchanan Jr. personally came before me this day and acknowledged that he is Agent ~~Secretary~~ of LAND AND MINERAL COMPANY, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ self as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 27 day of Dec, 1957.

Sam M. Vance NOTARY PUBLIC

My commission expires:
12-11-59

NORTH CAROLINA
~~BUNCOMBE~~ Avery COUNTY

I, Henry Burleson, a Notary Public of said State and County, do hereby certify that Sam Vance Vivian Vance personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 27 day of Dec, 1957.

Henry Burleson NOTARY PUBLIC

My commission expires:
July 15 1958

U. S. Government Messenger Envelope

Standard Form No. 65 (Rev. 1/46)

1. Use blocks consecutively, one at
2. Void previous block.
3. Write clearly.

NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM		NAME OR TITLE OF PERSON, DEPARTMENT, ADDRESS, AND ROOM	
~~Mrs. McMillan~~	RUN / STOP	~~Mr. Dolphin~~ ~~Accounts Bldg.~~	RUN / STOP
~~Mr. Scher~~	RUN / STOP	~~Mr. Ryan~~ ~~Room 5212 Bldg.~~	RUN / STOP
~~[illegible]~~	RUN / STOP	~~Mr. [illegible]~~ ~~Room [illegible] Bldg.~~ ~~Silver Springs, Md~~	RUN / STOP
~~Mrs. [illegible]~~ ~~4230 [illegible]~~	RUN / STOP	~~Miss A. Gabor~~ ~~Accounts Br.~~ ~~Interior Bldg.~~	RUN / STOP
~~Mr. Mc Carnack~~ ~~Room 5229 GS~~	RUN / STOP	Mr. Ellis Room 4443, Interior	RUN / STOP
~~Mr. Monroe~~ ~~Pitney-Bowes Office~~	RUN / STOP		RUN / STOP
~~Mr. Brown~~ ~~Distribution 17~~	RUN / STOP		RUN / STOP
~~Mr. Hatter~~ ~~Room 1206~~ ~~SSA Bldg.~~	RUN / STOP		RUN / STOP
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DMEA Form 7
(12-56)

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Date	Surname	Code
7/15	Anderson	600
7/15	Houk	600
7/16	Martin	130
7/16	Lamb	130
7/16	Gilsgaard	130
"	Johnson	110
"	Mittendorf	100
		220

600

JUL 16 1958

The Birch Mining Company, Inc.
Box #9
Plumtree, North Carolina

Re: Docket No. DMEA-4911-Mica
Birch Mining Company, Inc.
Steven Greene Mine
Mitchell County, North Carolina

Gentlemen:

We regret that we were unable to completely process your application for exploration aid prior to June 30, 1958, the termination date for approving new contracts, as announced by the enclosed copy of a news release of June 6, 1958.

However, had the processing been completed, we would have been unable to approve a project based upon the information available to us in Washington concerning your property.

We wish to thank you for your interest in the DMEA program and for bringing the exploration plan to our attention.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

WCAnderson:rsi 7/15/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

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(12-56)

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Date	Surname	Code
7/15	Anderson	600
		110
		100
		220

600

July 7, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: L. G. Houk, Director, Division of Nonmetallic Minerals

Subject: Evaluation of application and field team report.
Docket No. DMEA-4911-Mica
Birch Mining Company
Steven Greene Mine
Mitchell County, North Carolina

History: This property was the subject of two previous applications, DMEA-3481 and DMEA-4154 (Birch Mine). DMEA-3481 was denied on January 20, 1955, re-denied on November 17, 1955 and June 20, 1956. DMEA-4154 was denied on June 1, 1956. It was never clearly stated in their applications just what exploration was contemplated, but we were led to believe that the planned work of DMEA-3481 consisted of rehabilitating 950 feet of incline, and that of DMEA-4154, consisted of lateral drifting from the incline at the muck filled end of the upper pegmatite and at the 181 foot point for a distance of 50 feet to the northeast. The target for this latter work is the same as for the work of the subject application. The Applicants refer to this as a parallel pegmatite 50 feet to the east and have named it the Steven Greene Mine. However, no evidence of a parallel pegmatite was seen on the ground by the examining engineers or mention made of this by J. C. Olson, (1943 and 1944, The Birch Mica Mine unpublished U. S. Geological Survey Manuscripts).

Pegmatite: Olson's map and descriptions indicate that the pegmatite intersected by the two adits from the east is the Birch pegmatite. The Steven Greene shaft mentioned by Olson and now covered by dump was probably on the Birch pegmatite.

Applicant's Proposal:

10 hours of bulldozing @ $10.00/hr.	$100.00
Portal preparation	1,250.00
100 feet of drifts @ $45.00/ft.	4,500.00
4 - 100 feet holes of core drilling @ $20.00/ft.	8,000.00
Total requested	$13,850.00

Comments: No exposures to indicate the existence of an exploration target, nor is one shown on the available maps. No additional work has been done to expose the pegmatite, although the Applicant was allowed additional time for this purpose. Available data indicates that the workings called the Steven Greene were on the Birch pegmatite.

Recommendations: The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and Geological Survey concur in the Field Team's recommendation to deny the subject application.

Walter C. Anderson

Walter C. Anderson
Division of Nonmetallic Minerals

WCAnderson:rsi 7/7/58
Copy to: Admr. R. File
Mr. Houk

IN REPLY REFER TO:

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

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DMEA
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DATE	INITIALS	CODE
7/10	B	220
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July 9, 1958
Re: DMEA 4911
Sam K. Vance, et al.
(Birch Mining Co., Inc.)
Steven Greene Mine
Mitchell County, North Carolina
$13,850.00 - 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 in a poorly prepared instrument requested assistance in exploring the Birch pegmatite by rehabilitating old workings, bulldozing, drifting, and core drilling. The applicants had filed 2 applications previously, 3481 and 4154, and probably think we have maps, etc. and fresh ones are not needed. The examiners recommended approval of the 3481 application and denial of the 4154 application. Both applications were denied.

I assume the property map that accompanies the application 4154 applies to this application, and perhaps the 100 feet of proposed drifting would be done at one of the places marked on the 4154 map. The locations of the proposed core holes are not marked on any map at hand.

The previous denials and the recommended denial of this application by the examiners are based largely on the belief that the existence of a pegmatite parallel to the Birch pegmatites has not been demonstrated. The applicants appear to base their belief in the existence of a second pegmatite on the findings in the Steven Greene shaft, sunk many years ago and long since covered by dump and probably filled with waste rock. However, if the shaft is where it is shown to be and is deep enough, it might have been found (but not necessarily so) in the stopes in the thick pegmatite which appears to extend up dip and up plunge from the vertical shaft. (Sections AB, CD and EF, Olson, Fryklund, Larrabee map.)

The best description we have of the incline established by the applicants through old stopes is that by A. R. Taylor and S. C. Bergman in the examiners' report prepared for DMEA 4154. They note that 2 pegmatites have been mined in the lower corkscrew-like

workings. In their description an upper pegmatite tails out and another lens comes in about 10 feet vertically below. A similar structure is indicated in sections EF and GH of the Olson-Fryklund-Larrabee map where the drop is about 30 feet. From the survey by Taylor and Bergman, it appears probable the pegmatite which was mined from the surface to the vertical shaft (or vice versa) outcropped 75-90 feet east of the XY section of Olson (1943). If so, one may be curious as to what was found in the cuts to the west of the pegmatite outcrop, especially in the large far west cut which is up the average projected dip of the EF or GH lenses. (Note roof contours.)

Little work other than mining of the rich mica streaks has been done, yet at least 3 pitching comparatively productive lenses or pipes have been followed downward for a total of 950 feet. I suspect there are more pegmatite lenses in that hill that may be found by exploratory work. Perhaps the Steve Green shaft found one that has not yet been picked up in the main workings.

I recommend that the application be denied without prejudice. If another application should be filed and time permits, the mine map should be brought up to date. The ground area is limited but gives room for work in several favorable locations.

N. E. Nelson

N. E. Nelson

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

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7/2 C 220 600

July 1, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4911 (mica)

Applicant: Birch Mining Co.

Name and Location of Property: Steven Green Mine, Mitchell County, N. C.

Date of Field Team Report: 6/25/58

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/30/58

Field Team Recommendation: Recommend denial of application.

Comments:

1. Subject application is based on the assumption that there is a second pegmatite parallel to a pegmatite from which there has been production.

2. Caved workings and poor exposures resulted in applicant getting an extension of time to prepare for adequate field examination. Applicant has since stated this work would probably not be done so field examaination was conducted.

3. Exposures at this mine are poor and give little evidence that a worthwhile deposit of strategic mica exists.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

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

June 25, 1958

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DATE		CODE
6/27	C	220
6/30	[illegible]	130
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Memorandum

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

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

Subject: Field Examination Report, DMEA-4911 (Mica)
Birch Mining Co., Inc., Plumtree, North Carolina
Steven Greene Mine, Mitchell County, North Carolina

Enclosed are the original and two copies of a report on the examination of the Steven Greene application.

Nothing was exposed on the property to indicate the existence of an exploration target and available maps suggest that no such target exists. No additional work has been done to expose the pegmatite.

We recommend denial.

Robert A. Laurence
Robert A. Laurence
Executive Officer

S. A. Feitler
S. A. Feitler for
V. J. Lynch, Member
Bureau of Mines

Enclosures 3

Reviewed by
DMEA OPERATING COMMITTEE
6-30-58
(date)

6/30 HB. 130 220

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

DMEA-4911 (Mica), STEVEN GREENE MINE
Mitchell County, North Carolina

F. G. Lesure, Geologist
U. S. Geological Survey

S. A. Feitler, Mining Engineer
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
6-30-58
(date)

June 25, 1958

FIELD EXAMINATION REPORT

DMEA-4911 (Mica), STEVEN GREENE MINE
Mitchell County, North Carolina

Applicants: Birch Mining Company, Inc., Box 9, Plumtree, N. C.

SUMMARY

An early shaft at the Birch mine was sunk by Steve Greene. Although the Applicants believe that this work was done on a pegmatite body parallel to the Birch pegmatite, the available information suggests that there is no large parallel pegmatite. We recommend that exploration assistance be denied.

INTRODUCTION

Location

The Steven Greene mine is adjacent to the Birch mine near the head of Henson Creek, Mitchell County, North Carolina (Carvers Gap, N. C.-Tenn. quad TVA 1:24,000). The mine can be reached by car from the Henson Creek road.

Examination

The Steven Greene mine was examined February 4, 1958. About 20 minutes were spent on the property. Messrs. F. Love, L. Aldridge, and C. Greene accompanied the examiners. Because of snow, caved works, and lack of exposures nothing could be seen at the time of the examination and the Applicants requested additional time to open up the old works. In June Mr. Aldridge stated to the Examiners that the additional work would probably not be done.

History

According to J. C. Olson (1943 and 1944, The Birch Mica Mine, unpublished U. S. Geological Survey manuscripts) the Steve Greene (Steven Greene) shaft was sunk about 1900 and is now covered by dump. This shaft was on the Birch pegmatite. Olson's map (copy attached) shows two adits driven southwestward towards the Birch workings in the area where the Applicants believe the Steven Greene pegmatite to be. These adits are partly caved and at the time of the examination were inaccessible.

GEOLOGY

No evidence was seen on the ground or in Olson's map to suggest the presence of a separate pegmatite - the Steven Greene - parallel to the Birch pegmatite. Olson's map and descriptions indicate that the pegmatite intersected by the two adits from the east is the Birch pegmatite. The Steve Greene shaft mentioned by Olson and now covered by dump was probably on the Birch pegmatite. According to Olson:

> "For the last 100 feet, the lowest adit follows two or three pegmatite streaks one-half to one and one-half feet thick. Only a few small mica blocks have been found. These streaks evidently represent the main Birch pegmatite, and would be expected to thicken and become richer southward toward the main stope."

Olson reports that the strike of the Birch pegmatite curves gently from N. 30° E. at the south end to N. 65° E. at the north. The dip ranges from 30° SE to vertical. The change in strike and dip produces a curved outcrop pattern which may have suggested to the Applicants the presence of another pegmatite. The pegmatite in the line of outcrop shown on the map south of the adits is described by Olson as only indicated in the soil and probably thin. This is not the pegmatite which the Applicants wanted to explore.

RECOMMENDATIONS

We recommend that exploration assistance be denied. The existence of a second pegmatite body parallel to the Birch pegmatite is based by the Applicants more on hope than on accurate information. The available data suggest that there is no large second pegmatite and that the workings called the Steven Greene were on the Birch pegmatite.

F. G. Lesure, Geologist
U. S. Geological Survey

S. A. Feitler, Mining Engineer
U. S. Bureau of Mines

DMEA Form 7
(12-56)

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Date	Surname	Code
1/20	Anderson	600
1/21	Houk	600
1/22	GCS	130
"	Johnson	110
"	Shattenberg	100
1/22	gb	220
		600

600

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

JAN 22 1958

Re: Docket No. DMEA-4911-Mica
Birch Mining Company, Inc.
Steven Greene Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Although the applicant presents little information that a parallel pegmatite exists, it appears that a visit by the examining engineers would produce more useful data than inquiry of the applicant. Please be advised that we would exempt only the actual workings of the Birch Mine. Could not diamond drilling or long-hole drilling be used effectively to probe from the existing underground workings at several points as Stage I, to be followed by crosscutting and/or raising as Stage II?

Copies of memoranda dated January 9, 1958, 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 (GCS)

Approved:

A. D. McMahon (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

WCAnderson:rsi 1/20/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Enclosures 5

8623

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(12-56)

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Date	Surname	Code
1/20	Anderson	600
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1/22	McMahon	130
1/22	Kiilsgaard	220
"	Johnson	110
"	Mittendorf	100
1/22	gb	220
	g	600

600

JAN 22 1958

The Birch Mining Company, Inc.
Box 19
Plumtree, North Carolina

Re: Docket No. DMEA-4911-Mica
Birch Mining Company, Inc.
Steven Greene Mine
Mitchell County, North Carolina

Gentlemen:

Your application for assistance in exploring the subject property has been reviewed by the Division of Nonmetallic Minerals 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:rsi 1/20/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 10 1958

DATE	INITIALS	CODE
1/10	g.b	220
1/13	Houk	600

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

January 9, 1958
Re: DMEA 4911
Birch Mining Company, Inc.
Steven Greene Mine
Mitchell County, North Carolina
$13,850.00 - 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 rehabilitation, bulldozing, drifting and core drilling. The property is adjacent to the Birch mine property which is, as reported, presently producing. Sales of mica have been made from the Steven Greene pegmatite.

Referral of the application to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

ORIGINAL FILE COPY
DMEA
RECEIVED JAN 10 1958

DATE		
1/10	C	220
1/14	mra	600

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

January 9, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4911 (mica)

Applicant: Birch Mining Co.

Name and Location of Property: Stephen Greene Mine
Mitchell County, North Carolina

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: Jan. 6, 1958

Comments:

1. This prospect has apparently been worked in the past and it is immediately adjacent to a tract from which mica is being produced.

2. Exploration cost estimates for the core drilling phase of the proposed operation are very excessive.

3. The lease-lien-exclusion relationship should be clarified by use of a detailed map.

4. 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.

January 6, 1958

The Birch Mining Company, Inc.
Box #9
Plumtree, North Carolina

Gentlemen:

Subject: DMEA-4911

Your application for exploration assistance, dated November 25, 1957 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4911 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,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:

Region V

PURCHASE RECORD

PLUMTREE, N. C., 10/11 1931

THE TAR HEEL MICA COMPANY

BOUGHT OF London Buchanan

1 + 2 QUALITY Steve Brown

LBS.	OZ.	med. 10% drop	PRICE		
65		WASHER MICA		1	95
2	4	1½ x 2			45
1	8	2 x 2			45
1	4	2 x 3			62
	6	3 x 3			26
	3	3 x 4			15
	14	3 x 5		1	09
		4 x 6		4	97
		Total - - - $			

PURCHASE RECORD

PLUMTREE, N. C., 10/4 1939

THE TAR HEEL MICA COMPANY

BOUGHT OF Ed Burleson

1 & 2 QUALITY

LBS.	OZ.		PRICE		
12		WASHER MICA			48
	14	1½ x 2			22
	5	2 x 2			15
	2	2 x 3			08
		3 x 3			
		3 x 4			93
		3 x 5			
		4 x 6			
		Total - - -	$		

RECEIVED JAN 6 1958 D.M.E.A.

PURCHASE RECORD

PLUMTREE, N. C. 2/11/30 193

THE TAR HEEL MICA COMPANY

BOUGHT OF [illegible]

QUALITY

LBS.	OZ.		PRICE		
14		WASHER MICA			42
		1½ x 2			
5	12	2 x 2		1	15
1	8	2 x 3			52
	12	3 x 3			45
		3 x 4		2	54
		3 x 5			
		4 x 6			
	4	2 x 2 #1			10
				2.94	
		Total - - - $			

PURCHASE RECORD

PLUMTREE, N. C. 10/3 1935

THE TAR HEEL MICA COMPANY

BOUGHT OF Cole Buchanan

1 + 2 Stone June QUALITY

LBS.	OZ.	Med.	PRICE		
88		WASHER MICA		4	40
7	12	1½ x 2		2	32
6	8	2 x 2		2	92
4	8	2 x 3		2	70
		3 x 3		12	34
		3 x 4			
		3 x 5			
		4 x 6			
		Total - - - $			

RECEIVED JAN 6 1955 D.M.E.A.

APPLICATION INFORMATION:

1- Property Rights: Property is shown by map which is enclosed. This property is owned by two owners. The three acre tract which is within the 50 acre tract and which is known as the Vance Tract, is owned by two of the applicants for this loan, Sam K.Vance and wife, Vivian Vance - also you have a lease expiring in 1962 (in your Washington files) which was made before the owner Mr. D.T.Vance died, and before he deeded same to Sam K Vance and wife, Viviana Vance. You also have a lien on this property. (filed with another application for a loan on the present Birch Mine). The balance of the 50 acre tract is owned by Land and Mineral Company. Lease and lien is enclosed covering same. We wish to exclude from lien the present Birch Workings, which run parallel to the proposed Steven Green mine, on which we are applying for help in exploring. The exclusion would run 50 feet wide, East of Steven Greene project. Should the Steven Greene Mine run under the present Birch Mine,then lien would cover same after a point of 50 feet downward had been reached- that is downward from bottom of present workings- Should the Steven Greene mine produce anything from the three acre Vance tract, the lien which you have would cover same, inasmuch as the present workings are excluded at this time.

(d) There are no other liens,mortgagws or encumberances.

2- (a)Map enclosed.
(b)Mining the Birch Mine at this time which is producing and is adjacent to proposed work at Stevens Green Mine.
(c)No present work. Past productions several years ago. A few sales slips attached.
(d) Sales slips enclosed. We have other verbal statements as to sales.
(e) Vein deposit.
(f) Have bulldozed some and found pieces which will cut $1\frac{1}{2}$ x 2 - (sample enclosed)- Know of sales but have no written record.
(g) no assays- maps, etc available.

3. ACCESIBILITY OF PROJECT. Mr. or Mrs. Sam K Vance - Road all the way which can be used by car and truck.
(b) About two and one half miles.

4. THE EXPLORATION PROJECT: Relation of proposed work to existing works shown by map which is enclosed.

Proposed work to include:	10 hrs of bulldozing- @ 10.	$ 100.00
	100 feet of drifting @ 45.	4500.00
	4- 100 feet holes of core drilling @ 20.	8000.00
	Portal Preparations	1250.00
	Approximately 50 feet (to be timbered)	

(b) Have accessible roads-
(c) Immediately.
5.EXPERIENCE: Several years of mining experience.
6. ESTIMATE OF COSTS: Total Cost $13,850.00 (a) None. (b) None. (c) We have this only.
(d) Drill $20. per ft. (e) Timbering portal
(f)None (g) None

7. (a) We will furnish our share of the cost of the proposed project in money.

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 6 1958
DATE | INITIALS | CODE

450 20

DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4911

Application
- [x] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [x] Owner's Consent to Lien and Subordination Agreement
- [x] Application and attachments

Right Side

- [ ] Project summary (final)
- [ ] Work Comoleted analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [ ] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

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

Folders No._____: Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of MITCHELL, State of North Carolina, described as follows: 2/ Beginning on an iron stake running thence West 450 ft to an iron stake, thence South 900 ft to an iron stake thence East 450 ft to an iron stake thence 900 ft to an iron stake to the point of beginning the north-east corner of this legal description being located South 77 degrees East 475 ft from an iron stake in a branch, a corner in the outside boundary line of a fifty acre tract. Excepting from above boundary three acres known as the Vance Tract-shown on map by R Thompson (11/3/57). Also excepting the present Birch Mine as shown on map of R Thompson.

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;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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

2/ 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 12-24-1957, 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.

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

This lien shall not exceed a maximum of ten years.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 18th day of December, 195_7_.

Francis E. Field [Seal] Asheville, N.C. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, V. Jordan Brown certify that I am the _____ Secretary (Secretary, etc.) of the corporation named herein; that _____ Francis E Field who signed this agreement was then President (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.

V. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

RECEIVED JAN 6 1958 D.M.E.A.

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina described as follows: 2/ Beginning on an iron stake running thence West 450 feet to an iron stake, thence South 900 ft to an iron stake thence East 450 ft to an iron stake thence 900 ft to an iron stake to the point of brginning, the northeast corner of this legal description being located South 77 degrees East 475 feet from an iron stake in a branch, a corner in the outside biundary line of a fifty acre tract. Description from deed recorded in Book 56 Page 404 Dated Dec 12 1929 for Mitchell County North Carolina. Excepting from the above boundary three acres known as the Vance tract-shown on map by R Thompson (Nov 3 1957). Also excepting the present Birch Mine.

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;

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5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this 18th day of December, 1957.

Francis E. Field [Seal] Asheville, N.C. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, V. Jordan Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Francis E Field who signed this agreement was then President (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.

V. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-[illegible] and MF-203)
June 1956

RECEIVED
JAN 6 1958
D.M.E.A.

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

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and
SUBORDINATION AGREEMENT 1/

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: This lien not to exceed a maximum of ten years (State "None" or "See Annex No.____")

Dated this 18th day of December, 1957.

Francis E. Field [Seal] Asheville, NC. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, V. Jordan Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Francis E Field who signed this agreement was then President (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.

V. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

RECEIVED
JAN 6 1958

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

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Excepting from the above boundary three acres known as the Vance tract shown on map by R. Thompson, Nov 3 1957. Also excepting the present Birch Mine.

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6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: This lien not to exceed a maximum of ten years (Strike out if not applicable. See Annex No.____")

Dated this 18th day of December, 1957.

Francis E. Field [Seal] Asheville, N.C. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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V. Jordan Brown

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

RECEIVED JAN 6 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Mitchell State of North Carolina, described as follows: 2/ Beginning on an iron stake running thence West 450 feet to an iron stake thence South 900 feet to an iron stake thence ~~East 450 feet to an iron stake thence 900 feet to an iron stake to the point of beginning the northeast corner of this legal description being located South 77 degrees East 475 feet from an iron stake in a branch a corner in the outside boundard line of a fifty acre tract. Description from Deed recorded in Book 56, page 404 dated Dec 12 1929 for Mitchell County North Carolina.~~ Excepting from the above boundary three acres known as the ~~Vance tract shown on map by R. Thompson, Nov 3 1957.~~ Also excepting the present Birch Mine.

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None

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

2/ 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.

Dec 24 1957

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: This lien not to exceed a maximum of ten years (State "None" or "See Annex No.____")

Dated this 18th day of December, 1957.

Francis E. Field [Seal] Abingdon, Va. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, V. Jordan Brown certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Francis E Field who signed this agreement was then President (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.

V. Jordan Brown

[Corporate Seal]

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

ORIGINAL FILE COPY
DMEA
RECEIVED JAN 6 1958

DATE	INITIALS	CODE

January 3, 1958

Memorandum

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

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

Subject: Application from Birch Mining Company, Inc. (Mica)
Steven Greene Mine, Mitchell County, North Carolina

Enclosed are the original and two copies of the subject application, received at this office. Also enclosed are five copies of the Consent to Lien, one copy of a property survey, one copy of the lease, and four sales slips indicating sales of mica from the Steven Greene mine between 1925 and 1931. We are keeping the fourth copy of the application for our use.

Robert A. Laurence
Robert A. Laurence
Executive Officer

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

Enclosures 14

Form MF-103
Revised Feb. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1035.3
Approval expires June 30, 1958

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

THE BIRCH MINING COMPANY, Inc.
Box 9
Plumtree North Carolina

RECEIVED JAN 2 - 1958

APPLICANT NOT TO USE THIS BLOCK

Docket Number: DMEA-4911
Date Received: 1/6/58
Government Participation %:
Region: V
Division Code: 600

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [X]
- Partnership [ ]
- Other (Specify) [ ]

State in which firm is organized: N C

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Sam K. Vance	Plumtree N C	President
(Mrs Sam) Vivian Vance	Plumtree N C	Secretary
Lewie Aldridge	Plumtree N C	V.Pres
S.H.Odom	Plumtree N C	Treas.

Mineral(s) for which you wish to explore: Mica

Estimated Cost of Project: $ 13,850.00

LOCATION OF PROPERTY
Name: Mitchell County N C State
STEVEN GREENE Mine

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order-I, Amended, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

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.

November 25 1957
Dated

Sam K. Vance
BY (Signature)

Pres
Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

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.

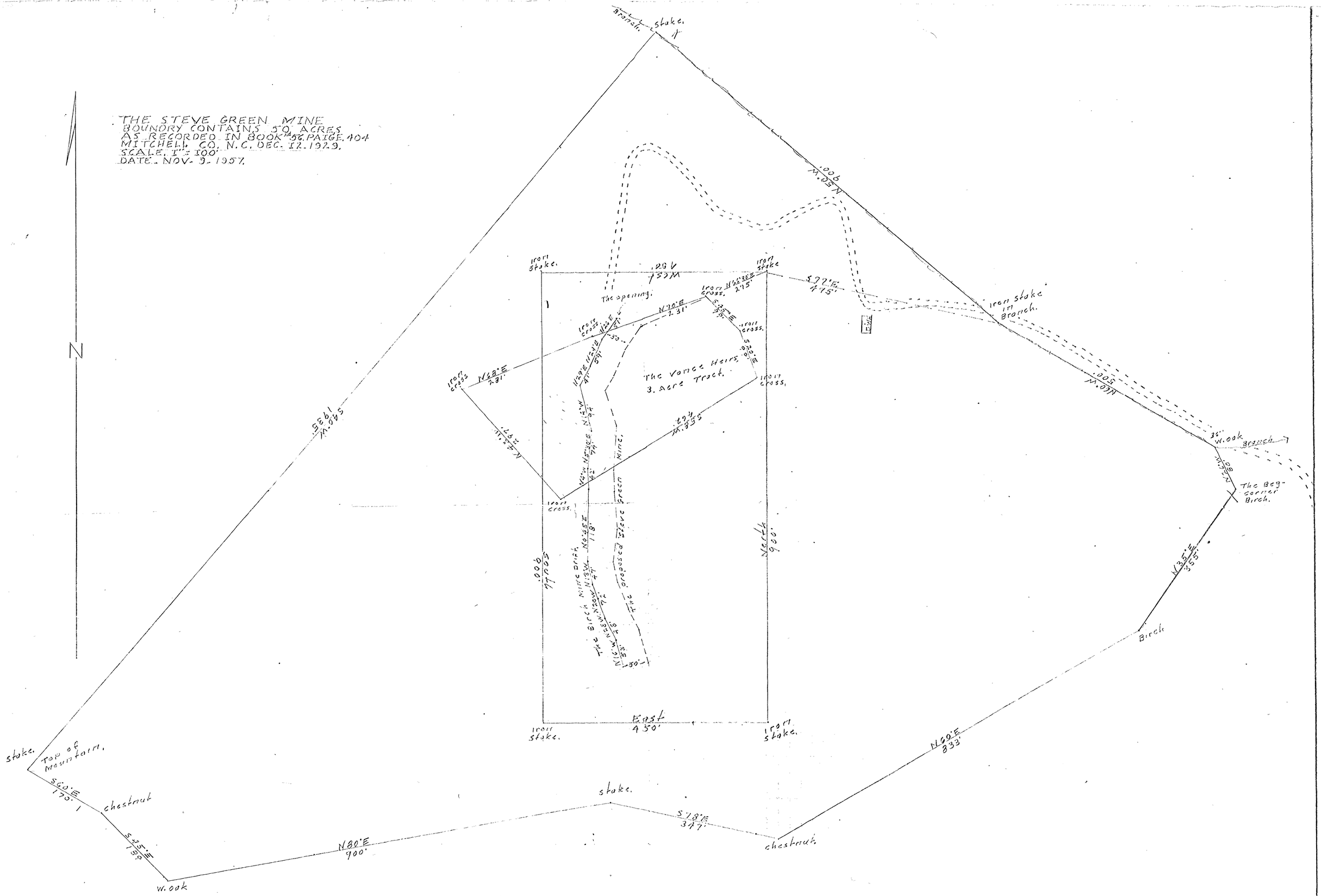
7. *(a)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Amended.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

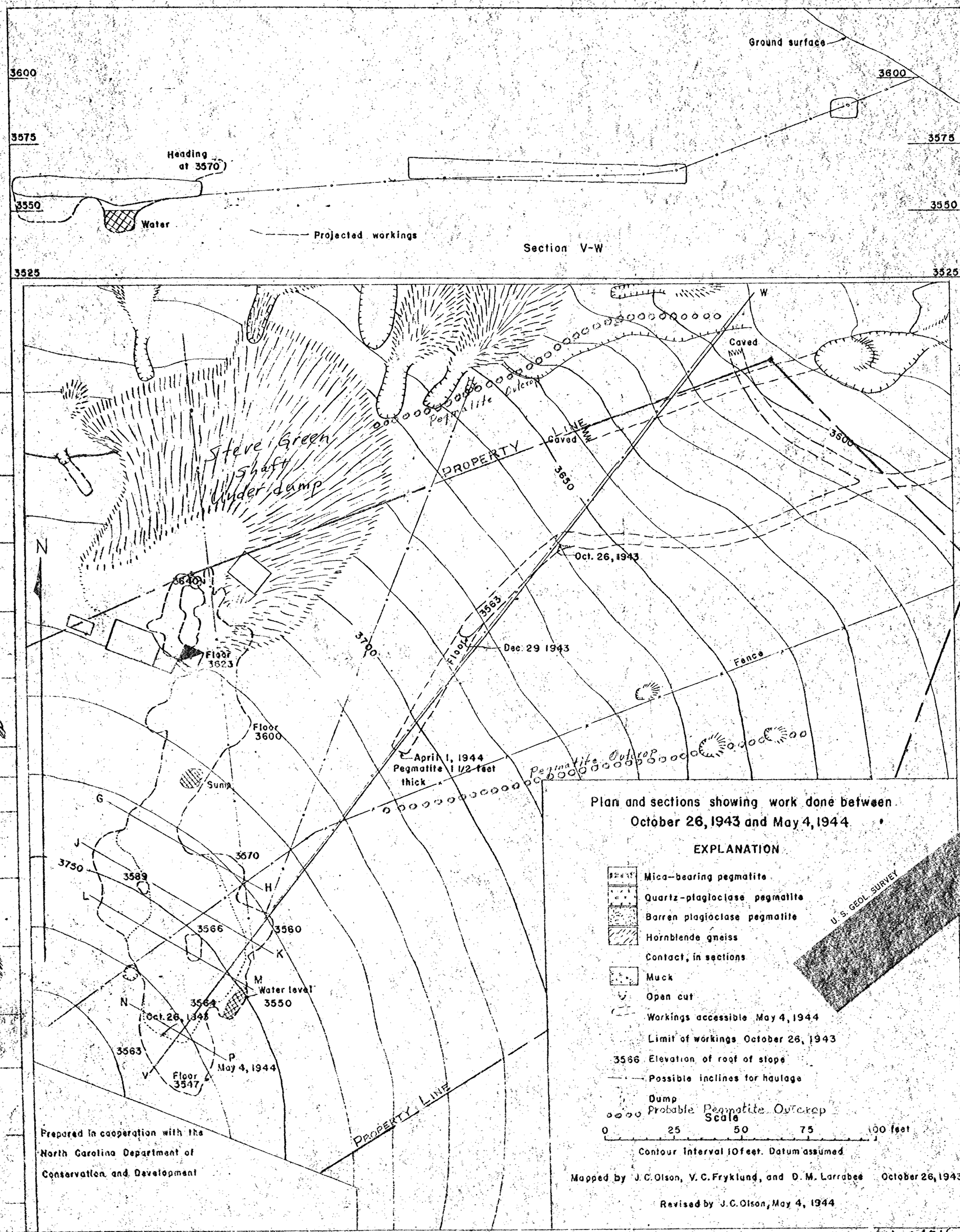
INT.-DUP. SEC. WASH., D.C. 15539

THE STEVE GREEN MINE
BOUNDRY CONTAINS 50 ACRES
AS RECORDED IN BOOK 56 PAIGE 404
MITCHELL CO. N.C. DEC. 12. 1929.
SCALE. 1" = 100'
DATE. NOV. 9. 1957.



UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STRATEGIC MINERALS INVESTIGATIONS
PRELIMINARY MAP



~~BIRCH MICA~~ MINE, MITCHELL COUNTY, N.C.
Steven Greene

DMEA-~~3481~~(mica)
4911