DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2947

DO NOT DETACH THIS SLIP

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This document has been recorded as

EXPLORATION ASSISTANCE

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

Routing Slip

CYS TO USBM, USGS AND REGION VII

To:	Code 600 Rm 4637	Date	3/25/53
To:	Fritler	Date	3/27/53
To:	Open Com	Date	4-13-53
To:	Open Com.	Date	7-22-53
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DO NOT DETACH

CONTROLLED DOCUMENT

DMEA-2947
Mica, Beryl
Region VII

LEE ROBBINS, BOSTIC, NORTH CAROLINA. Robbins Mine, Rutherford County, North Carolina.
Letter to the Applicant denying the application.

1-22-53
#245

5-8-53 DMEA-2947
no. 213 Mica, Beryl
Region VII

LEE ROBBINS, BOSTIC, NORTH CAROLINA. Robbins Mine, Rutherford County, North Carolina.
Field Report recommending denial. The report was referred to the Commodity Group.

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no. 202 DMEA-2947
Mica, Beryl
4-13-53 Region VII

LEE ROBBINS, BOSTIC, NORTH CAROLINA. Robbins Mine, Rutherford County, North Carolina.
Letter to the Field requesting an examination and report, and enclosing copies of memoranda from the Bureau of Mines and the Geological Survey. Letter to the applicant.

July 17, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2947 - Mica-beryl
Lee Robbins
Lee Robbins Mine
Rutherford County, North Carolina

Closing letter: Denial of application attached.

Resume: On March 24, 1953, the applicant submitted an application in which he apparently proposes to sink a shaft and drift from the shaft at a total cost of $3425.00. The Field Team report indicates that the subject mine is a poor prospect for both strategic mica and beryl.

3/25/53 U. S. G. S. memo recommends field examination.
3/25/53 U. S. B. M. -Beryl- memo refers to mica commodity analyst.
4/7/53 U. S. B. M. -Mica- memo recommends field examination.
4/14/53 Referred to Region VII.
4/28/53 Field Team report recommends denial.
5/7/53 U. S. G. S. memo concurs with Field Team.
6/5/53 U. S. B. M. memo concurs with Field Team.
7/7/53 Denial letter prepared.

SIGNED
James Hopkins
Nonmetallic Minerals Division

JHopkins:dec 7/17/53
Copy to: Admr. R. File
Docket File
Mr. Houk

F

JUL 23 1953

Mr. Lee Robbins
R. F. D. 2
Bostic, North Carolina

Re: Docket No. [illegible]-2947 - Mica-Beryl
Robbins Mine
Rutherford County, North Carolina

Dear Mr. Robbins:

Your application for aid for an exploration project and other data available to us in Washington concerning your mine 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, although noting a small amount of mica and beryl on your property, indicates to us that the probability of disclosing minerals are reserved by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

[illegible]

Administrator

JHopkins:gcd 7/2[illegible]/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Hook

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

June 5, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2947, Mica, Robbins Mine, Rutherford County
North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is of poor quality.

W. F. Dietrich

IN REPLY REFER TO:
G-MD-CNM

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

May 7, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2947 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Lee Robbins, R. #2, Bostic, North Carolina.
Name of property: Lee Robbins mine.
Location of property: 3 miles northeast of Hollis, Rutherford Co., North Carolina.
Date of field team report: April 28, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
Denial.
Comments:
None.
ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

Larrabee:jeh
5/7/53
cc: Director's reading 4212
Branch reading 4212
DMEA (3)
files G-232

600

APR 14 1953

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

Subject: Docket No. DMEA-2947 - Mica-Beryl
Lee Robbins
Robbins Mine
Rutherford County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

Chairman, Operating Committee

Approved:

Member, Bureau of Mines

Member, Geological Survey

Enclosures 6

SAFeitler:gad 4/10/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Larrabee, G-232 GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

APR 14 1953

Mr. [illegible] Robbins
R. F. D. [illegible]
Jestic, North Carolina

Re: Docket [illegible] - [illegible] Nickel-Beryl [illegible] Mine
Rutherford County, North Carolina

Dear Mr. Robbins:

Your application for assistance in exploring the subject property has been reviewed by the [illegible] Division of the [illegible] Administration and has been referred to [illegible], Executive Officer, [illegible] [illegible] for [illegible] consideration.

[illegible] you [illegible] in regard to [illegible] of your property. [illegible] you [illegible].

[illegible]

C. O. Mittendorf

Administrator

SAFeitler:gad 4/10/53

Copy to: Admr. [illegible] File
Docket File
Field Team, Region VII
Mr. Dietrich, 5526
Mr. Larrabee, 4232 GSA Bldg.
[illegible]
Operating Committee

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2947, Robbins Mine, Rutherford County, North Carolina

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

Signed

W. F. Dietrich

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

March 25, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 26 1953

Memorandum

To: L. G. Houk, Chief
Nonmetallics Division, DMEA

From: Robert F. Griffith
Rare and Precious Metals Branch

Subject: Docket DMEA-2947, Lee Robins, Bostic, N. C., RFD 2.

Re: Mica and Beryl

Since mica appears to be the more important mineral of this deposit, the application has been referred to the mica commodity-analyst for action.

This office has no record of beryl production from this particular locality.

Signed

R. F. Griffith

IN REPLY REFER TO:
G-MD-CNM

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

March 25, 1953

Memorandum

REVIEW OF APPLICATION DMEA-2947 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Lee Robbins, R.F.D. 2, Bostic, North Carolina.
Name of property: Robbins. No previous name known.
Location of property: Rutherford County, North Carolina.
Estimated cost of project: $3,375.
Summary of applicant's proposal: None.
Sources of information on applicant's property: None.
Comments: Application contains practically no data.
RECOMMENDATION: Refer to field team.

J. J. Norton

Norton:jeh
G-3/25/53
cc: Director's reading 4212
Branch reading 4212
DMEA (3)
Norton G-230

FILE COPY
SURNAME:

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

JUL 23 1953

Mr. Lee Robbins
R. F. D. 2
Bostic, North Carolina

Re: Docket No. [illegible]-[illegible]7 - Mica-Beryl
Robbins Mine
Rutherford County, North Carolina

Dear Mr. Robbins:

Your application for aid for an exploration project and other data available to us in Washington concerning your mine 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, although noting a small amount of mica and beryl on your property, indicates to us that the probability of disclosing minable ore reserves by your proposed program is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

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

Sincerely yours,

C. O. Mittendorf

Administrator

7-23-53

JHopkins:gad 7/20/53
Copy to: Admr. R. File
Docket File
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee. G-232 GSA Bldg.
Mr. Houk

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

July 17, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2947 - Mica-beryl
Lee Robbins
Lee Robbins Mine
Rutherford County, North Carolina

Closing letter: Denial of application attached.

Resume: On March 24, 1953, the applicant submitted an application in which he apparently proposes to sink a shaft and drift from the shaft at a total cost of $3425.00. The Field Team report indicates that the subject mine is a poor prospect for both strategic mica and beryl.

3/25/53 U. S. G. S. memo recommends field examination.
3/25/53 U. S. B. M. -Beryl- memo refers to mica commodity analyst.
4/7/53 U. S. B. M. -Mica- memo recommends field examination.
4/14/53 Referred to Region VII.
4/28/53 Field Team report recommends denial.
5/7/53 U. S. G. S. memo concurs with Field Team.
6/5/53 U. S. B. M. memo concurs with Field Team.
7/7/53 Denial letter prepared.

James Hopkins
Nonmetallic Minerals Division

FILE COPY
SURNAME:

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

July 17, 1953

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Closing Review of Docket No. DMEA-2947 - Mica-beryl
Lee Robbins
Lee Robbins Mine
Rutherford County, North Carolina

Closing letter: Denial of application attached.

Resume: On March 24, 1953, the applicant submitted an application in which he apparently proposes to sink a shaft and drift from the shaft at a total cost of $3425.00. The Field Team report indicates that the subject mine is a poor prospect for both strategic mica and beryl.

3/25/53 U. S. G. S. memo recommends field examination.
3/25/53 U. S. B. M. -Beryl- memo refers to mica commodity analyst.
4/7/53 U. S. B. M. -Mica- memo recommends field examination.
4/14/53 Referred to Region VII.
4/28/53 Field Team report recommends denial.
5/7/53 U. S. G. S. memo concurs with Field Team.
6/5/53 U. S. B. M. memo concurs with Field Team.
7/7/53 Denial letter prepared.

SIGNED

James Hopkins
Nonmetallic Minerals Division

JHopkins:dec 7/17/53
Copy to: Admr. R. File
Docket File
Mr. Houk

MDS 7-23-53

IN REPLY REFER TO:

G-MD-CNM

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

Mr. Little

May 7, 1953

MAY 11 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-2947 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Lee Robbins, R. #2, Bostic, North Carolina.
Name of property: Lee Robbins mine.
Location of property: 3 miles northeast of Hollis, Rutherford Co., North Carolina.
Date of field team report: April 28, 1953.
Authorship of field team report: Teague and Shirley.
Field team's recommendation:
Denial.
Comments:
None.
ACTION SUGGESTED:
Follow field team's recommendation.

D. M. Larrabee

D. M. Larrabee

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

June 5, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2947, Mica, Robbins Mine, Rutherford County
North Carolina

I concur in the field team's recommendation to deny subject application on the basis that the mica is of poor quality.

W. F. Dietrich

W. F. Dietrich

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

Mr. Keith

MAY 1 1953

Memorandum

To: Operating Committee, D M E A - Washington

From: Field Team, DMEA - Region 7

Subject: Field Examination Reports on : DMEA-2947, Lee Robbins Mine (mica)
DMEA-2967, Little Rock and
Mill Angel (new) Mines.

Transmitted herewith are four copies each of the above subject reports. The Field Team concurs in the denial of these two applications.

Wm. A. Beck, Acting
Executive Officer, DMEA. Reg. 7

Benjamin Gildersleeve, Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
5-8-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF FIELD EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2947, LEE ROBBINS MINE
(Mica-beryl)
Rutherford County, N. C.

By

Kefton H. Teague, Geologist

D. F. Larrabee, Geologist
U. S. Geological Survey

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

April 28, 1955

Reviewed by
DMEA OPERATIONS COMMITTEE
5-7-53
(Date)

FIELD EXAMINATION REPORT
ON
DMEA-2947, LEE ROBBINS MINE, (mica-beryl)
Applicant: Lee Robbins, R#2, Bostic, N. C.

Most of the mica recovered from two, 5-foot pits contains small black spots and is in small sizes. The evidence available does not indicate that a worthwhile deposit of strategic mica is present, thus the application should be denied.

The property is in eastern Rutherford County, North Carolina, approximately 3 miles northeast of Hollis and one mile west of the Rutherford-Cleveland County line. The deposit was examined April 22, 1953. Mr. Lee Robbins accompanied the field examiners on the inspection which required 1.5 hours.

A pegmatite, 4-6 feet thick, which strikes N. 70° E., dipping 30° NW, occurs in granitized muscovite schist. It has been exposed 25 feet along the strike by a shallow bulldozer trench and two, 5-foot test pits which are 20 feet apart. The pegmatite is semi-weathered, unzoned, and is composed of potash and soda feldspar, smoky quartz, muscovite, biotite, tourmaline, and a few scattered crystals of beryl.

About 250 pounds of small books of mica were recovered from the trench and pits, representing 0.5 percent of material moved. The mica is hard, clay stained, ruby and green colored, generally in small sizes, A, contains fine black spots, cracked, and some of the books are "locky."

The prospects for producing strategic mica from this deposit are poor, thus the field examiners recommend denial. Neither should it be considered for beryl as very little is present.

April 28, 1953

K. M. Teague, USGS

D. M. Larrabee, USGS

L. M. Shirley, USBM

sm

Mr. Feitler

HCL 7/29/53

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF FIELD EXAMINATION BY FIELD TEAM, REGION VII

DMEA-2947, LEE ROBBINS MINE
(Mica-beryl)
Rutherford County, N. C.

By

Kefton H. Teague, Geologist

D. M. Larrabee, Geologist
U. S. Geological Survey

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

April 28, 1953

Reviewed by
DMEA OPERATING COMMITTEE

5-8-53
(date)

FIELD EXAMINATION REPORT
ON
DMEA-2947, LEE ROBBINS MINE, (mica-beryl)
Applicant: Lee Robbins, R#2, Bostic, N. C.

Most of the mica recovered from two, 5-foot pits contains small black spots and is in small sizes. The evidence available does not indicate that a worthwhile deposit of strategic mica is present, thus the application should be denied.

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About 250 pounds of small books of mica were recovered from the trench and pits, representing 0.5 percent of material moved. The mica is hard, clay stained, ruby and green colored, generally in small sizes, A, contains fine black spots, cracked, and some of the books are "locky."

The prospects for producing strategic mica from this deposit are poor, thus the field examiners recommend denial. Neither should it be considered for beryl as very little is present.

April 28, 1953

K. H. Teague, USGS

D. M. Larrabee, USGS

L. E. Shirley, USBM

zm

FILE COPY
SURNAME:

Feitler
Houk
Selfridge
Fitzsimmons

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

APR 14 1953

Mr. [illegible] Laurence
Executive Officer, [illegible]
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. [illegible]-2947 - Mica-Beryl
Lee Robbins
Robbins Mine
[illegible] County, North Carolina

Dear Mr. Laurence:

Please arrange for a field examination of the subject mine.

Copies of comments from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

[illegible]
Chairman, Operating Committee (JHB)

Approved.

J. H. [illegible] (JHB)
Member, Bureau of Mines

A. R. [illegible], Jr. (JHB)
Member, Geological Survey

J.C. 4/14/53

Enclosures 6

SAFeitler:gad 4/10/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Larrabee, G-232 GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

FILE COPY
SURNAME:

Feitler
Houk
Kinkel
Hedges
Selfridge
Johnson

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

630

APR 14 1953

Mr. Lee Robbins
R. F. D. 2
Bostic, North Carolina

Re: Docket No. DMA-2547 - Mica-Beryl
Robbins Mine
Rutherford County, North Carolina

Dear Mr. Robbins:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, DMEA Field Team, Region VII, Room 13, Post Office Building, Knoxville 2, Tennessee, for a field examination. 2.C. 4/14/53

The Regional Office will contact you at an early date in regard to the examination of your property. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

SAFeitler:gad 4/10/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Operating Committee

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

March 25, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 26 1953

Memorandum

To: L. G. Houk, Chief
Nonmetallics Division, DMEA

From: Robert F. Griffith
Rare and Precious Metals Branch

Subject: Docket DMEA-2947, Lee Robins, Bostic, N. C., RFD 2.

Re: Mica and Beryl

Since mica appears to be the more important mineral of this deposit, the application has been referred to the mica commodity-analyst for action.

This office has no record of beryl production from this particular locality.

R. F. Griffith

R. F. Griffith

Mr. Feitler

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

DEPARTMENT OF THE INTERIOR
Bureau Minerals Administration
RECEIVED
APR 7 1953

April 7, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-2947, Robbins Mine, Rutherford County, North Carolina

No data are available in this office on subject property. It is suggested that the field team visit this property when they are in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich (ab)

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

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

March 25, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 26 1953

Memorandum

REVIEW OF APPLICATION DMEA-2947 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: J. J. Norton, U. S. Geological Survey
Applicant: Lee Robbins, R.F.D. 2, Bostic, North Carolina.
Name of property: Robbins. No previous name known.
Location of property: Rutherford County, North Carolina.
Estimated cost of project: $3,375.
Summary of applicant's proposal: None.
Sources of information on applicant's property: None.
Comments: Application contains practically no data.
RECOMMENDATION: Refer to field team.

J. J. Norton

MF-108
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved
Budget Bureau No. 42-R0082.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 24 1953

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. Dmea-2947
Metal or Mineral
Date Received 3-24-53
Estimated Cost
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: [illegible]

(*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. None

(*d*) If a partnership, add to the above statement the names and addresses of all partners. None.

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 [illegible]

(*b*) State any mine name by which the property is known. Formerly none, now Cobbing Inc.

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

(*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 No encumbrances or liens on land.

(*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. Very small, now [illegible]

(*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. [illegible] property.

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

16—66551-1

5. *The exploration project.*—(*a*) [redacted]te the mineral or minerals for which you wi[redacted] explore .....
Mica and Beryl.

(*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)? Yes

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

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

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 Mch 17, 1955

Lee Robbins
(Applicant)

Attest
R S Emery

By .....

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

(lessee)

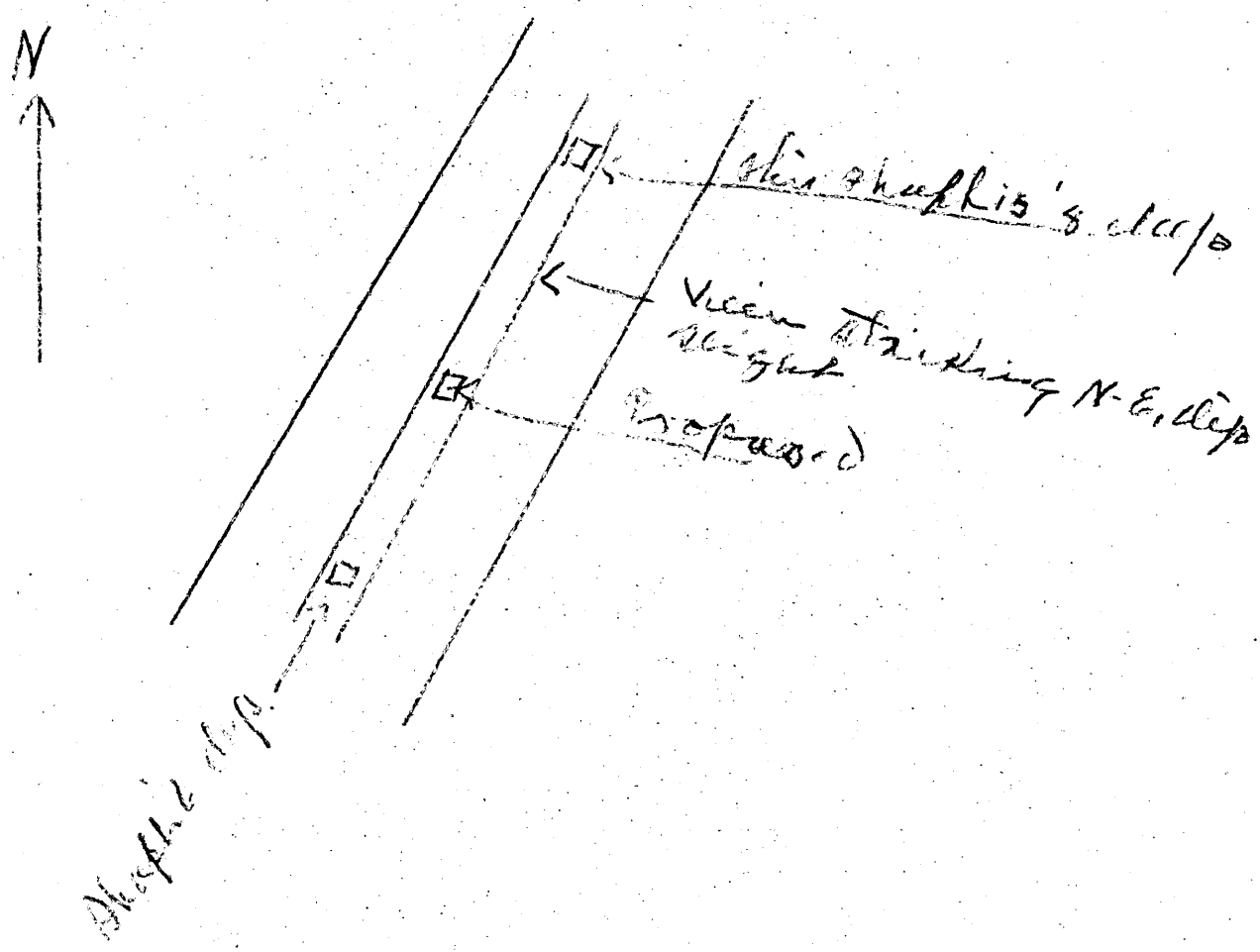
5-D. Owner has had several months of practical work in Mica properties, and Supervisor, Grady Campbell, has had three years in Mica mines and is an experienced and capable Supervisor.

6-B.	One Supervisor at $1.25 per hour, 25 shifts, drifts to be added,	$500.00.
	Two workers at $1.00 per hour, 25 shifts, drifts to be added,	800.00
		$1300.00.
6-C.	Picks, shovels, drills, dynamite, and accessories.	50.00.
6-D.	Expect to rent air compressor and hoist, rental for 6 months,	1800.00.
6-D.	Expect normal repair bill of about	100.00.
6-H.	Cannot estimate contingencies. Traveling costs to and from mine,	125.00
	TOTAL,	$3375.00.

6-G. Estimated cost $50.00.

4-C. Pygmatite body--mineralizatio includes muscovite mica, feldspar, little quartz, beryl and tourmaline. Body is vein. I wish to explore principally for mica and beryl.

Government office at Spruce Pine advised me that the mica is of good quality upon sample furnished.



COPY.

North Carolina,
Rutherford County.

THIS LEASE, Made and entered into on this the 9th day of March, 1953, by and between Lee Gettys, single, of the first part, and Lee Robbins, of the second part, both of the county and state above written,

WITNESSETH, That the party of the first part, for and in consideration of the agreements of the party of the second part, and and in consideration of the stipulations hereinafter contained, has leased and does hereby lease to the party of the second part for the time and on the terms hereinafter mentioned that certain tract of land situate, lying and being in Duncans Creek township, Rutherford County, North Carolina, adjoining the lands of E. B. Palmer and others, and particularly described as follows:

On the waters of Cub creek, beginning at a stake in the road leading from Duncans Creek to Polkville and running thence south 4 west 27½ poles to a hickory, marked, to the Jones line; thence with Jones' old line south 85 east 138 poles to a stake in Cub Creek; thence down the creek as it meanders north 46 east 9 poles, north 26 west 20 poles to a stake at the mouth of the branch; thence up the branch north 88 _____ 12 poles, north 76 west 8 poles to a white oak; thence north 57 west 7 poles to a stake in road; thence with the road north 53 west 22 poles, north 78 west 20 poles, south 65½ west 20 poles, south 79 west 34 poles, south 78 west 20 poles to the beginning, containing 24.75 acres, more or less.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. It shall continue for the term of two (2) years, and shall continue and remain in full force for three additional years if the party of the second part or his assigns shall carry on the work of mining and doing mining work thereon during each thirty days as continuously as they may be able, but an entire cessation of work for thirty days at any time after the expiration of two years shall operate to cancel this lease and it shall become null and void.

2. This is a mineral lease, and the party of the second part or his assigns shall have the right to develop mineral prospects at any place on the land described, and to work same for any mineral or minerals found thereon, and to take and market or sell the same in any manner they may desire; and when any mineral shall be sold the party of the second part shall pay to the party of the first part a royalty of one-eighth (1/8) of the price received for the mineral sold.

3. The party of the second part shall have full right of ingress and egress, and the right to carry on prospecting and mining at any place or places in any manner that may be proper and necessary in his judgment and to use water, roads and ways and such timber as may be on the land and suitable and necessary for carrying on the business of mining.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal this the day and year first above written.

_____ (SEAL)

March 25, 1953

Mr. Lee Robbins
R. F. D. 2
Bostic
N. Carolina

DMEA-2947
Subject: Exploration Assistance
Re: Robbins Mine

My dear Mr. Robbins:

The receipt of your application dated March 17, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2947 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-2947 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams, Chief
Operations Control and
Statistics Division

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 24 1953

Bostic, N. C., Mar. 18, 1953.

Defense Minerals Exploration Administration,

Washington, D. C.

Gentlemen:

I am sending you in this application for loan for the purpose of exploring and working Mica deposit. I hope you can give prompt attention to same, and that you will advise me of anything further it is necessary for me to do in order tosecure Government aid.

Yours truly, Lee Robbins.

Lee Robbins

Bostic, N. C., RFD.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. R1035.2.

DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
RECEIVED
MAR 24 1953

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. dmea-2947
Metal or Mineral
Date Received 3-24-53
Estimated Cost
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:

Lee Robbins, Bostic, North Carolina, RFD 2.

(*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. None

(*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. None.

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

Twenty-four (24) acres of land, owned in fee by Lee Gettys, Shelby, N. C., RFD. 4, and now under lease to this applicant. Copy of lease attached.

(*b*) State any mine name by which the property is known. Formerly none, now Robbins Mine.

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

Hold lease, copy attached.

(*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 No encumbrances or liens on land.

(*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. Very small, now being developed.

(*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. 1 mile from hard surface road, with good road to property.

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

Plentiful.

16—66551-1

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

(*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)? yes

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

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

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 March 17, 1953

Lee Robbins
(Applicant)

Attest
R S Eaves

By

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

(iessee)

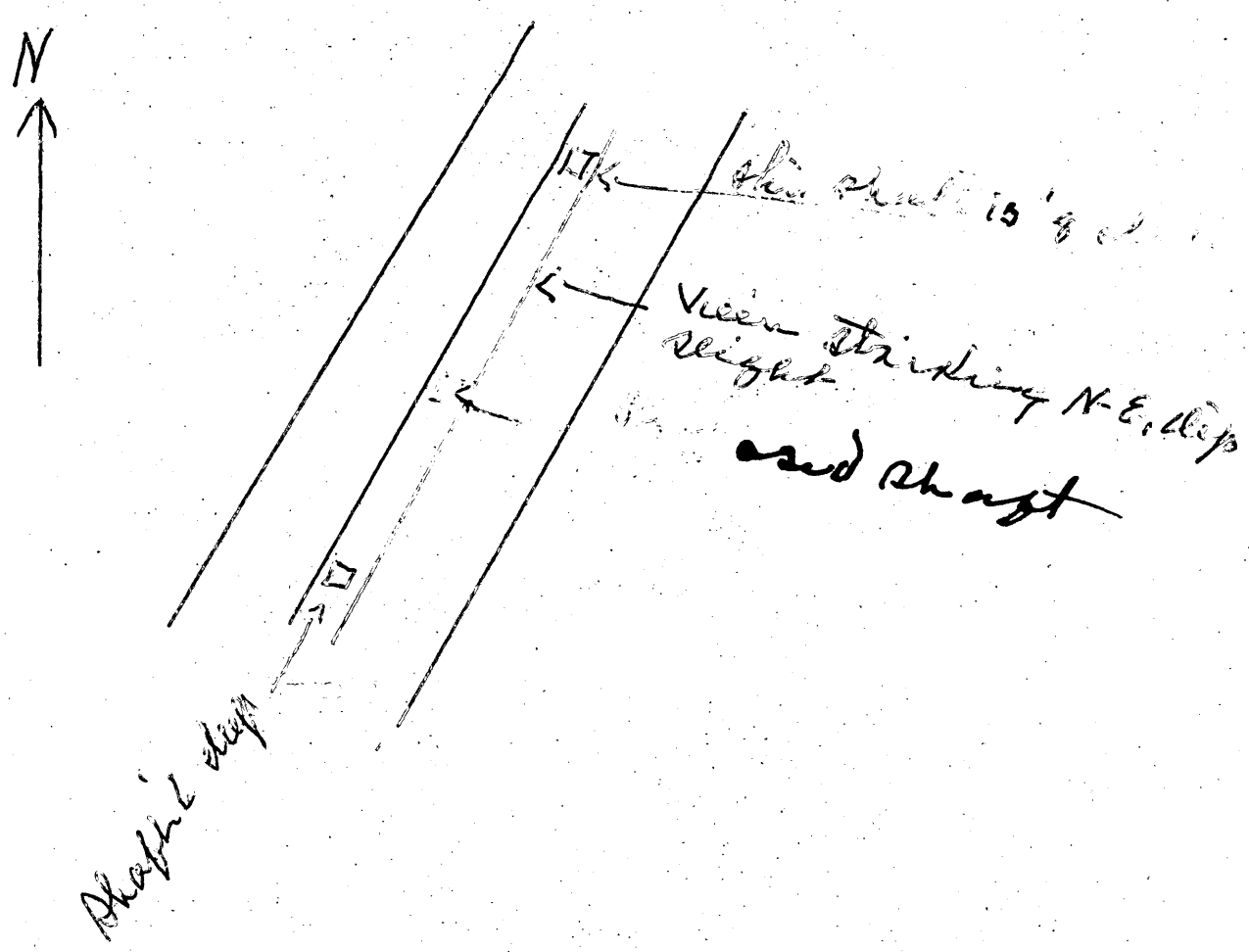
5-D. Owner has had several months of practical work in Mica properties, and Supervisor, Grady Campbell, has had three years in Mica mines and is an experienced and capable Supervisor.

6-B.	One Supervisor at $1.25 per hour, 25 shifts, drifts to be added,	$500.00.
	Two workers at $1.00 per hour, 25 shifts, drifts to be added,	800.00
		$1300.00.
6-C.	Picks, shovels, drills, dynamite, and accessories.	50.00.
6-D.	Expect to rent air compresser and hoist, rental for 6 months,	1800.00.
6-D.	Expect normal repair bill of about	100.00.
6-H.	Cannot estimate contingencies. Traveling costs to and from mine,	125.00
	TOTAL,	$3375.00.
6-G.	Estimated cost $50.00.	

3425.00

4-C. Pygmatite body--mineralization includes muscovite mica, feldspar, little quartz, beryl and tourmaline. Body is vein. I wish to explore principally for mica and beryl.

Government office at Spruce Pine advised me that the mica is of good quality upon sample furnished.



COPY.

North Carolina,
Rutherford County.

THIS LEASE, Made and entered into on this the 9th day of March, 1953, by and between Lee Gettys, single, of the first part, and Lee Robbins, of the second part, both of the county and state above written,

WITNESSETH, That the party of the first part, for and in consideration of the agreements of the party of the second part, and and in consideration of the stipulations hereinafter contained, has leased and does hereby lease to the party of the second part for the time and on the terms hereinafter mentioned that certain tract of land situate, lying and being in Duncans Creek township, Rutherford County, North Carolina, adjoining the lands of J. B. Palmer and others, and particularly described as follows:

On the waters of Cub creek, beginning at a stake in the road leading from Duncans Creek to Polkville and running thence south 4 west 27½ poles to a hickory, marked, to the Jones line; thence with Jones' old line south 85 east 138 poles to a stake in Cub Creek; thence down the creek as it meanders north 46 east 9 poles, north 26 west 20 poles to a stake at the mouth of the branch; thence up the branch north 88 W 12 poles, north 76 west 8½ poles to a white oak; thence north 57 west 7 poles to a stake in road; thence with the road north 53 west 22 poles, north 78 west 20 poles, south 85½ west 20 poles, south 79 west 34 poles, south 79 west 20 poles to the beginning, containing 24.75 acres, more or less.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. It shall continue for the term of two (2) years, and shall continue and remain in full force for three additional years if the party of the second part or his assigns shall carry on the work of mining and doing mining work thereon during each thirty days as continuously as they may be able, but an entire cessation of work for thirty days at any time after the expiration of two years shall operate to cancel this lease and it shall become null and void.

2. This is a mineral lease, and the party of the second part or his assigns shall have the right to develop mineral prospects at any place on the land described, and to work same for any mineral or minerals found thereon, and to take and market or sell the same in any manner they may desire; and when any mineral shall be sold the party of the second part shall pay to the party of the first part a royalty of one-eighth (1/8) of the price received for the mineral sold.

3. The party of the second part shall have full right of ingress and egress, and the right to carry on prospecting and mining at any place or places in any manner that may be proper and necessary in his judgment and to use water, roads and ways and such timber as may be on the land and suitable and necessary for carrying on the business of mining.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal this the day and year first above written.

_____ (SEAL)

North Carolina,

Rutherford County.

This Lease, Made and entered into on this the 9th day of March, 1953, by and between Lee Gettys, single, of the first part, and Lee Robbins, of the second part, both of the county and state above written,

WITNESSETH, That the party of the first part, for and in consideration of the agreements of the party of the second part, and in consideration of the stipulations hereinafter contained, has leased and does hereby lease to the party of the second part for the time and the terms hereinafter mentioned that certain tract of land situate, lying and being in Duncans Creek township, Rutherford County, North Carolina, adjoining the lands of J. B. Palmer and others, and particularly described as follows:

On the waters of Cub Creek, beginning at a stake in the road leading from Duncans Creek to Polkville and running thence south 4 west 27½ poles to a hickory, marked, in the Jones line; thence with Jones' old line south 85 east 138 poles to a stake in Cub Creek; thence down the creek as it meanders N. 46 east 9 poles, north 26 west 20 poles to a stake at the mouth of the branch; thence up the branch north 88 W. 12 poles, north 76 west 8½ poles to a white oak; thence north 57 west 7¼ poles to stake in road; thence with the road north 53 west 22 poles, north 78 west 20 poles; south 85½ west 20 poles, south 79 west 34 poles, south 79 west 20 poles to the beginning, containing 24.75 acres, more or less.

The terms and conditions of this lease are as follows:

1. It shall continue for the term of two years, and shall continue and remain in full forcer for three additionsl years if the party of the second part or his assigns shall carry on the work of mining and do mining work thereon during each thirty days as continuously as they may be able, but an ~~extire~~ entire cessation of work for thirty days day at any time afte the expiration of two years shall operate to cancel this lease and it shall become null and void.

2. This is a mineral lease, and the party of the second part or his assigns shall have the right to develop mineral prospects at any place on the land described, and to work same for any mineral or minerals found thereon, and to take and market or sell the same in any manner ~~kx~~ he may desire; and when any mineral shall be sold the party of the second part shall pay to the party of the first part as a royalty one-eighth (1/8) of the price received for the ~~mxxxal~~mineral sold.

3. The party of the second part shall have full right of ingress and egress, and the right to carry on prospecting and mining at any place or places in any manner that may be proper and necessary in his judgment and to use water, roads and ways and such timber as may be on the land and suitable and necessary for carrying on the business of mining.

In witness whereof the party of the first part has hereunto set his hand and seal this the day and year first above written.

Lee Gettys (SEAL)

North Carolina,
Rutherford County.

I herewith certify that this day personally appeared before me Lee Gettys, single, who acknowledged the due execution of the foregoing and attached lease.

J. R. Houser
N. P. Rutherford County, N. C.

My Commission expires on the 21 day of Sept, 1954

My Commission Expires September 21st, 1954

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of North Carolina, County of Rutherford, ~~XXXXXXXXXX~~ as follows: 1/ A tract of land on Cub Creek in Duncans Creek townsip containing 24.75 acres, and being the identical land described and conveyed in a deed by R. S. Eaves, Trustee, to Lee A Gettys under date of Dec. 23, 1932, and of record in the office of the register of deeds for Rutherford County in Book 153 at page 323.

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

2/ Lee Robbind

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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

Dated this 17 day of March, 1953.

_____ [Seal]

Lee Gettys [Seal]

_____ [Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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

A tract of land on Cub Creek in Duncans Creek township containing 24.75 acres, and being the identical land described and conveyed in a deed by R. S. Eaves, Trustee, to Lee A Gettys under date of Dec. 23, 1932, and of record in the office of the register of deeds for Rutherford County in Book153 at page 323.

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

2/ Lee Robbins

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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

Dated this 17 day of March, 1953.

_____ [Seal]

Lee Gettys [Seal]

_____ [Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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

~~A tract of land on Sub Creek in Duncans Creek township containing 24.76 acres, and being the identical land described and conveyed in a deed by R. S. Saves, Trustee, to Zoe A Costys under date of Dec. 23, 1932, and of record in the office of the register of deeds for Rutherford County in Book 4 at page 328.~~

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

2/ Lee Robbins

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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

Dated this 17 day of March, 195 88.

_____ [Seal]

Lee Robbins [Seal]

_____ [Seal]

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

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

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

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A tract of land on Cub Creek in Duncans Creek township containing 24.75 acres, and being the identical land described and conveyed in a deed by R. S. Eaves, Trustee, to Lee A Gettys under date of Dec. 23, 1932, and of record in the office of the register of deeds for Rutherford County in Book155 at page 328.

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

2/ Lee Robbins

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

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Dated this 17 day of March, 1953.

_____ [Seal]

Lee Gettys [Seal]

_____ [Seal]

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.

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(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

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OFFICIAL BUSINESS

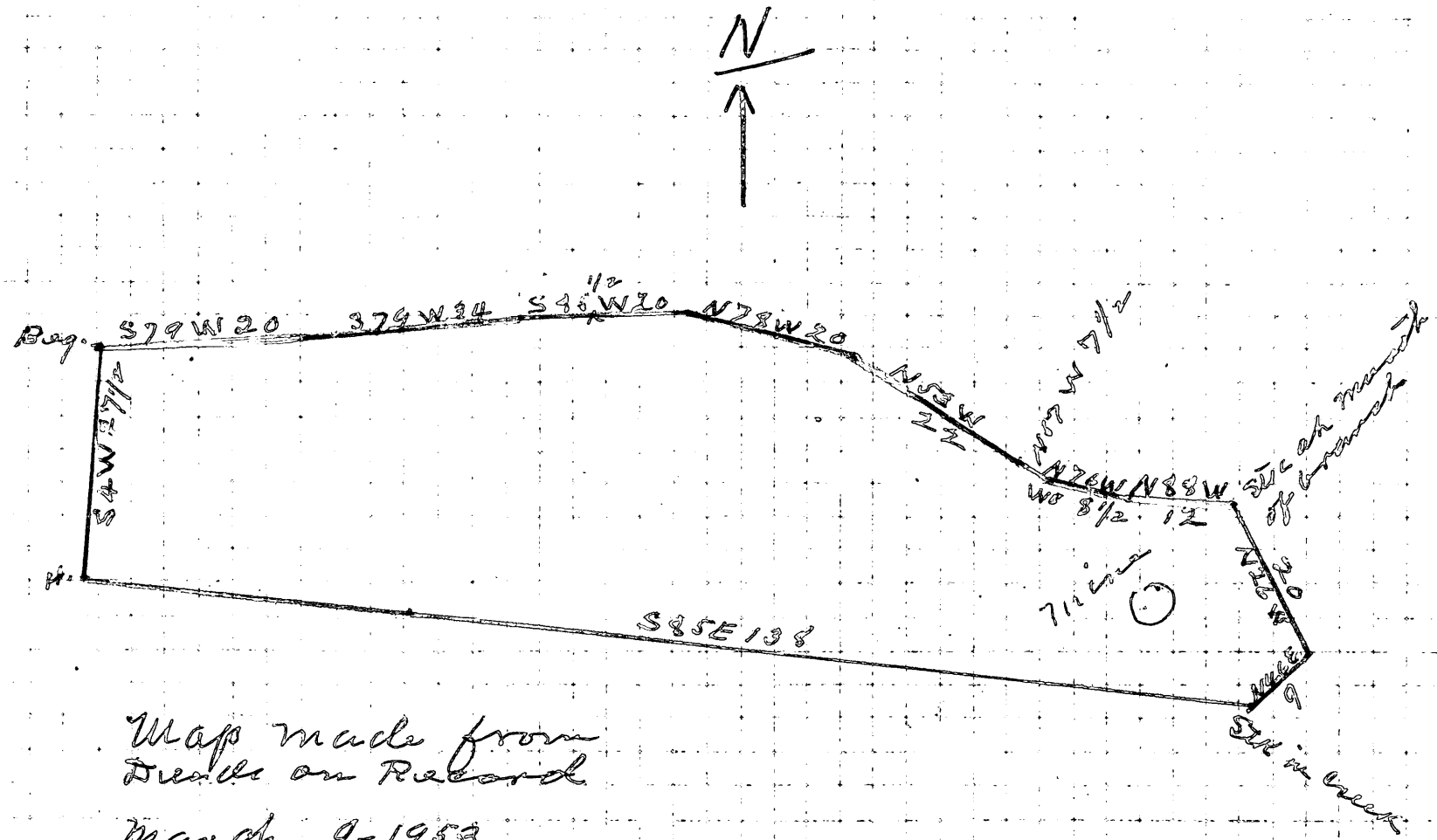
DEFENSE MINERALS EXPLORATION ADMINISTRATION

INTERIOR BUILDING

WASHINGTON 25, D.C.

1 cy map enclosed
3-25-53

Map 2942



Map made from Deeds on Record

March 9-1958