MF-203
Revised March 24, 1955

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

MAY 23 1955

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at a small opening known as the Frank Burleson Prospect which is located 135' N.E. of a Yellow Poplar marked with an "X" and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing.

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

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

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

None

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

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

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

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

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

5. Added provision: _____

Dated this 23 rd day of May, 1955.

Frank Burleson [Seal] Bakersville, Rt 1, N.C.

Minnie Burleson [Seal] " "

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at a small opening known as the Frank Burleson Prospect which is located 135' N.E. of a Yellow Poplar marked with an "X" and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing.

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;

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None

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

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 23rd day of May, 1955.

Frank Burleson [Seal] Bakersville, Rt. 1, N.C.

Minnie Burleson [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

Bureau Mineral Affairs
RECEIVED
MAY 25 1955

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at a small opening known as the Frank Burleson Prospect which is located 199' N.E. of a Yellow Poplar marked with an "X" and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing.

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

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

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

None

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

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

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

5. Added provision: _____

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_____

Dated this 23rd day of May, 1955.

X Frank Burleson [Seal] Bakersville, Rt. 1, N.C.

X Minnie Burleson [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

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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;

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None

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

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

5. Added provision: _____

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Dated this 23rd day of May, 1955.

Frank Burkson [Seal] Oxfordville, Rt. 1, N.C.

Minnie Burkson [Seal] "

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

MAY 25 1955

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at a small opening known as the Frank Burleson Prospect which is located 135' N.E. of a Yellow Poplar marked with an "X" and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing.

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

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

5. Added provision: _____

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Dated this 23 rd day of May, 1955.

Frank Burleson [Seal] Babcomville, Rt. 1, N.C.

Minnie Burleson [Seal] "

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

Lease Mineral Branch
RECEIVED
MAR 25 1955

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at a small opening known as the Frank Burleson Prospect which is located 135' N.E. of a Yellow Poplar marked with an "X" and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing.

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--

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

5. Added provision: _____

_____

_____

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_____

_____

Dated this 23 rd day of May, 1955.

Frank Burkeen [Seal] Bakersville, Rt. 1, N.C.

Minnie Burkeen [Seal] " "

_____ [Seal]

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

_____

[Corporate Seal]

AUG 1 0 1955

Messrs. Bill H. Green and John Phillips

Spruce Pine, North Carolina

Re: Docket No. DMEA-3832 - Mica
Bill H. Green and John Phillips
Frank Burleson Prospect
Mitchell County, North Carolina

Gentlemen:

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

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

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica 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

WCAnderson:pk 7/27/55
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
~~Mr. Kikis~~
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

August 4, 1955

Memorandum

To: Files

From: Walter C. Anderson, Nonmetallic Minerals Division

Subject: Evaluation of application and field examination report.

Docket No. DMEA-3832 - Mica
Bill H. Green and John Phillips
Frank Burleson Prospect
Mitchell County, North Carolina

Denial of application is recommended.

Mica: The only information is that one of the applicant's ancestors is reported to have recovered several large blocks of mica.

Pegmatite: No evidence of an existing pegmatite on property.

Old Workings: None.

Method of exploration: Applicant wants to bulldoze, sink a 70-foot shaft and drive 80 feet of drift at a total cost of $6,900.00.

Recommendation: The Field Team reports that there evidently is confusion as to actual location of a reputed pegmatite. None is evident and, therefore, a denial of application is recommended. The commodity members from the Geological Survey and the Bureau of Mines concur.

Walter C. Anderson
Nonmetallic Minerals Division

WCAnderson:gad 8/4/55
Copy to: Admr. R. File
Mr. Houks
Mr. Anderson

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

RECEIVED
AUG - 3 1955

August 2, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 3832 (mica)

Applicant: B. H. Greene, J. Phillips

Name and Location of Property: Frank Burleson Prospect
Mitchell County, North Carolina

Date of Field Team Report: June 15, 1955

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: July 26, 1955

Field Team Recommendation: Recommend denial

Comments:

1. There is no evidence of any pegmatite existing on this property.

Recommendation:

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

SIGNED

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
JUL 29 1955

July 28, 1955

Re: DMEA 3832
Green & Phillips
Barlesem Prospect
Mitchell Co., N. C.
$6,900 - 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 conclusions of the examiners are justified.

I concur with the Field Team recommendation of denial.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-7/28/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket
W. F. Dietrich, 3061

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

RECEIVED
JUL 2 0 1955

July 18, 1955

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report, DMEA-3832 (mica) Bill H. Green and John Phillips, Applicants. Frank Burleson Prospect, Mitchell County, North Carolina

Enclosed are four copies of the subject examination report.

We agree with the recommendation for denial of the application.

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION V

V. J. Lynch, Member
Bureau of Mines

UNITED STATES
DEPARTMENT OF THE INTERIOR

FIELD EXAMINATION REPORT

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REGION V

On

DMEA-3832, FRANK BURLESON PROSPECT
(mica)
Mitchell County, N. C.

By

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

and

L. E. Shirley and J. F. O'Neill, Mining Engineer
U. S. Bureau of Mines

June 15, 1955

FIELD EXAMINATION REPORT
On

DMEA-3832, FRANK BURLESON PROSPECT (mica)

Applicants: Bill H. Greene, Bakersville, N. C., and John Phillips, Spruce Pine, N. C.

No pegmatite is exposed nor is there any evidence of any existing on this property. It is recommended that the application be denied.

The Frank Burleson Prospect is along Green Cove Creek, 0.75 miles S. 26° W of Hawk, Mitchell County, North Carolina. Access is via an all weather gravel road.

The Prospect was examined June 15, 1955. Messrs Bill H. Green and Sam L. Phillips accompanied the examiners on the inspection which required about one hour.

The application was submitted because one of Mr. Green's ancestors is reputed to have recovered several large blocks of mica from the locality. No pegmatite is exposed nor is any pegmatite float present suggesting any covered body. Exposed country rock in the vicinity is mica schist whose foliation strikes N. 60° E. and is vertical. The mica reported to have been recovered may have come from alluvium of a small creek or the locality may be confused with another.

The application should be denied.

Examined: June 15, 1955

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

L. B. Shirley and J. F. O'Neill, Mining Engineers
U. S. Bureau of Mines

z

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JUN 1 6 1955

Messrs. Bill H. Green and John Phillips

Spruce Pine, North Carolina

Re. Docket No. [illegible]-3032 - Mica
Bill H. Green and John Phillips
Frank Burleson Prospect
Mitchell County, North Carolina

Gentlemen:

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

The Regional Office will meet at you at an early date if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,
Frank E. Johnson

ACTING Administrator

ACAnderson:pk 6/13/55
Copy to: Adm. A. File
Docket
Operating Committee
Field Team, Region V (2)
Mr. Dietrich, 2061
Mr. Killingsford, 5122
Mr. Houk

6.0

JUN 1 6 1955

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

Subject: Docket No. D[illegible]-[illegible] - Mica
Bill H. Green and John Phillips
Frank Harrison Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from A. W. Trace of the Geological Survey, dated May 31, 1955, and from W. F. Dietrich of the Bureau of Mines, dated June 7, 1955, are enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

/s/ Robert W. Geehan

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 2

W. Anderson:jk 6/17/55
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 2061
Mr. Kiilsgaard, 522
Mr. Houk

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

RECEIVED
JUN - 7 1955

June 7, 1955

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-3832 (Mica)

Applicant: Green and Phillips

Name and Location of Property: Frank Burleson Prospect
Mitchell County, North Carolina

Date Application Rec'd. by Br. of Ceram. & Fert. Mat.: May 25, 1955

Comments:

1. No data available in this office on subject mine because it is a new project.

2. Exploration proposed by applicants is consistent with local practices and in line with unit-cost estimates for other DMEA projects.

3. Total estimated costs are in the amount of $6,900.

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.

Signed

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED
JUN - 1 1955

May 31, 1955

Re: DMEA-3832
Green & Phillips
Frank Burleson
Prospect
Mitchell Co., N. C.
$6,900 - Mica

Memorandum

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

From: R. B. Trace, U. S. Geological Survey

Subject: Review of application

I don't know the exact location of the prospect. But as the prospect is new, I undoubtedly wouldn't have any file data even if I knew the location of the applicant's property.

Refer to Field Team.

R. B. Trace

RBTrace:hlm
G-5/27/55

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
W. F. Dietrich, 3061 Interior