DOCKET COPY
Surname: Hopkins Houk Grehan Kiilsgaard Selfridge Johnson

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

APR 16 1956

Messrs. C. T. Hicks, Clyde Buchanan
and Harry Lusk
Route #1
Newland, North Carolina

Re: Docket No. DMEA-4188-Mica
C. T. Hicks, Clyde Buchanan,
and Harry Lusk
Abe Beam Mine
Avery County, North Carolina

Gentlemen:

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

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

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

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

Sincerely yours,

G. O. Mitterdorf

Administrator

JHopkins:ms 4/12/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

R.C.H.

Hopkins
Hawk

600

April 11, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A Denial of Exploration Assistance and Summary Report

By: James Hopkins

1. Docket No. DMEA-4188-Mica
Property: Abe Beam Mine - 10 miles from Spruce Pine and in Avery County, North Carolina
Applicants:
C. T. Hicks, Clyde Buchanan and Harry Lusk
Route #1
Newland, North Carolina
Application:
MF-103 dated February 16, 1956
Work proposed:

Drive 100 feet of tunnel	$4,400.00
Bulldoze road to mine	100.00
Estimated Cost of Project	$4,500.00

No contract:
Application denied

2. Comments:

Mica: Some muscovite exists in pods intergrown with biotite. It is ruby, clear and flat but small(1-1½ in.).

Pegmatite: Series of pods of soda and potash feldspathic pegmatite enclosed by hard biotite gneiss range from 5' to 10' in length and 2' to 4' thick. Pods composed of soda feldspar, potash feldspar, disseminated quartz, biotite, apatite and muscovite. No strategic mica in pods.

Mine workings: A 13' to 18' wide and 9' high incline extends downward at a 10° to 20° slope for 65 feet. It appears to follow the plunge of a series of pegmatite pods over the last 17 feet.

Economics: There is no record of production.

Recommendations:

The Field Team concludes that there is no assurance that further work will uncover a mica-bearing pod. There are no reserves. The Field Team therefore recommends denial on the basis of the discontinuity of mica-bearing pegmatite pods.

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

James Hopkins,
Nonmetallic Minerals Division

JHopkins:ms 4/11/56
Copy to: Mr. Houk
Mr. Hopkins
Admr. R. File

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

April 11, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A Denial of Exploration Assistance and Summary Report

By: James Hopkins

1. Docket No. DMEA-4188-Mica
Property: Abe Beam Mine - 10 miles from Spruce Pine and in Avery County, North Carolina
Applicants:
C. T. Hicks, Clyde Buchanan and Harry Lusk
Route #1
Newland, North Carolina
Application:
MF-103 dated February 16, 1956
Work proposed:

Drive 100 feet of tunnel	$4,400.00
Bulldoze road to mine	100.00
Estimated Cost of Project	$4,500.00

No contract:
Application denied

2. Comments:

Mica: Some muscovite exists in pods intergrown with biotite. It is ruby, clear and flat but small(1-1½ in.).

Pegmatite: Series of pods of soda and potash feldspathic pegmatite enclosed by hard biotite gneiss range from 5' to 10' in length and 2' to 4' thick. Pods composed of soda feldspar, potash feldspar, disseminated quartz, biotite, apatite and muscovite. No strategic mica in pods.

Mine workings: A 13' to 10' wide and 9' high incline extends downward at a 10° to 20° slope for 65 feet. It appears to follow the plunge of a series of pegmatite pods over the last 17 feet.

Economics: There is no record of production.

Recommendations:

The Field Team concludes that there is no assurance that further work will uncover a mica-bearing pod. There are no reserves. The Field Team therefore recommends denial on the basis of the discontinuity of mica-bearing pegmatite pods.

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

James Hopkins,
Nonmetallic Minerals Division

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

April 3, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4188 (mica)

Applicant: C. L. Hicks, C. Buchanan, H. Lusk

Name and Location of Property: Abe Beam Mine, Avery Co., N. C.

Date of Field Team Report: 2/28/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/30/56

Field Team Recommendation: Recommend denial of this application.

Comments:

1. Some muscovite, intergrown with biotite, was observed in place.

2. Applicant recovered a small quantity of clear, flat ruby muscovite from near the portal of the mine (up to $1\frac{1}{2}$ inches).

3. Geological factors show that this deposit is unlikely to produce any sizable quantities of strategic mica.

Recommendation: I concur with the field team's recommendation.

W. F. Dietrich

W. F. Dietrich

RECEIVED
APR 3 - 1956

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

RECEIVED
MAR 23 1956

March 22, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville

Subject: Field Examination Reports : DMEA-4164, F. O. Phillips
(mica) North Carolina and
DMEA-4188, C. L. Hicks, et al

Transmitted are four copies each of the subject reports by the Field Team.

The Field Team concurs with the Examiners that both the subject applications should be denied due to the lack of pegmatite structure in DMEA-4164, and due to the lack of continuity in the mica producing zone in DMEA-4188.

V. J. Lynch

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

S. C. Bergman

S. C. Bergman, Geologist
Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
3-30-56
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXAMINATION REPORT BY FIELD TEAM

REGION V

On

DMEA-4188, ABE BEAM MINE-Mica
Avery County, N. C.

By

S. C. Bergman and A. R. Taylor, Geologists
Geological Survey

and

A. L. Payton, Mining Engineer
Bureau of Mines

February 28, 1956

REVIEWED BY
DMEA OPERATING COMMITTEE
3-30-56
(date)

FIELD EXAMINATION REPORT
ON

DMEA-4188, ABE BEAM MINE - Mica
Avery County, N. C.

Applicants: C. L. Hicks, Clyde Buchanan, and Harry Lusk, Route # 3, Newland, North Carolina

Some biotite muscovite intergrowths exist in generally barren pegmatite pods. A 15 foot thick zone of pegmatite pods and lenses of highly variable composition exists, but only an occasional pod exhibits a favorable environment for strategic muscovite. The field examiners believe that no exploration is warranted, and recommend that the application be denied.

Introduction

Location:

The Able Beam Mine is on the nose of Charlies Ridge, on the northern slope, approximately 3200 feet in elevation. It is 1.8 airline miles due west of Plumtree, (Carvers Gap, N. C.-Tenn. TVA Quadrangle, 208 - SE; 1:24,000, 1934).

Examination:

The Field Examiners visited the mine on February 28, 1956 in the company of Ivor Lusk, Harry Lusk, C. L. Hicks and Clyde Buchanan. Mr. V. J. Lynch, Member, DMEA Field Team accompanied the examiners. Two hours were spent in examination.

Geology

Mine Workings:

The mine consists of a 13 ft to 10 ft wide, and 9 ft high incline downward in a S 20° E direction from the face of a steep northward dipping slope. From the portal, the incline trends S 20° E for 35-feet at a -10°, then 30 ft S 20° E at a -20°. Fifty-five feet from the

portal the incline turns S 45° W for 17 feet along the horizontal. It appears to follow the plunge of a series of pegmatite pods. The roof and walls undulate following the contours of the pods already mined out. Accessibility, except by a very steep foot trail is impossible. A jeep road exists to within 300 feet of the mine.

Pegmatite:

A series of soda and potash feldspathic pegmatite pods, enclosed by hard biotite gneiss, range in the length from 5 feet to 10 feet, and in thickness from 2 feet to 4 feet. A longitudinal section shows, in the incline, pods barren of muscovite, with some biotite in a graphic-granite texture of quartz and feldspar.

Mineralogy of the pods in descending order of abundance are: soda-feldspar, potash feldspar (perthitic-microcline), disseminated quartz, biotite, apatite, and muscovite. None of the pods contained strategic muscovite in place!

Strike and dip of the series of pods as a whole is about N 30 - 50° E, and 20° SE.

Muscovite:

Some muscovite exists in place in the pods, but is intergrown with biotite. The muscovite is ruby, clear, and flat, but small (1-1½ in.). (That was in a box at the mine). The applicants stated that the muscovite was recovered near the portal, but further work into the hill failed to discover more muscovite.

There is no assurance that further work will uncover a mica-bearing pod. No reserves can be inferred.

Recommendations

The field examiners recommend that the application be denied on the basis of the discontinuity of mica-bearing pegmatite pods. The size of any possible economic target is too small to warrant exploration.

Inspected: February 28, 1956.

A. R. Taylor

S. C. Bergman and A. R. Taylor, Geologists
Geological Survey

A. L. Peyton

A. L. Peyton, Mining Engineer
Bureau of Mines

z

IN REPLY REFER TO:

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

March 29, 1956

Re: DMEA 4188
C. L. Hicks, et al.
Abe Beam mine
Avery Co., N. C.
Mica

Memorandum

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

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

Subject: Review of Field Team report.

The applicants requested assistance in the further exploration of a series of feldspathic pods, 2 to 4 feet thick and 5 to 10 feet long which had been opened up by a winding incline, for 72 feet.

No strategic mica was to be seen and the environment bespoke small chance of finding any. The prospect seen by the examiners does not resemble the mine of the application which produced $4,000 worth of mica some few months ago.

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

N. E. Nelson

N. E. Nelson

DOCKET COPY
Surname:

Hon. Hunter Selfridge
H. Gleason

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

MAR 7 1956

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

Re: Docket No. DMEA-4188-Mica
C. T. Hicks, Clyde Buchanan
and Harry Lusk
Abe Beam Mine
Avery County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated February 28, 1956, by Mr. W. F. Dietrich, USBM, and Mr. N. E. Nelson, USGS, relating to the project are enclosed.

Please note that the applicant has indicated he will offer use of his own equipment as a share of the cost. If a contract is recommended, costs should be based on a use allowance for equipment and not on a rental agreement.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (SHB)

Approved:

/s/ Robert W. Geehan (SHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (SHB)
Member, Geological Survey

Enclosures: 4

JHopkins:ms 3/5/56
Copy to: Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

A.C.K.

DOCKET COPY
Surname:

Hopkins
Houk
Kiilsgaard
Gerhon
Selfridge
H. Johnson

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

600

MAR 7 1956

Messrs. C. T. Hicks, Clyde Buchanan
and Harry Lusk
Route #1
Newland, North Carolina

Re: Docket No. DMEA-4188-Mica
C. T. Hicks, Clyde Buchanan
and Harry Lusk
Abe Beam Mine
Avery County, North Carolina

Gentlemen:

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

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

Sincerely yours,

C. O. Mitteager

Administrator

JHopkins:ms 3/5/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

R.G.K.

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

RECEIVED
MAR 5 1956

March 1, 1956 ~~February~~

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region V - Knoxville

Subject: DMEA-4188-Mica, C. T. Hicks, Clyde Buchanan and Harry Lusk.
Abe Beam Mine - North Carolina

Enclosed are three additional copies of the Consent to Lien for the subject application, received at this office today.

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

IN REPLY REFER TO:

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

RECEIVED
FEB 29 1956

February 28, 1956

Re: DMEA 4188 H
C. T. Hicks, et al.
Abe Beam Mine
Avery Co., N. C.
$4,500.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicants request Government participation in the exploration, by drifting, of a pegmatite from which mica to the value of $4,000.00 is said to have been recovered. Probably the mica came from a tunnel 50 feet long and mining from it. If the interpretation ~~is~~ and the values are correct the pegmatite carries relatively abundant mica and further work may well be warranted. Just why the work proposed is to be done in three places is not clear.

Referral to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

BUREAU OF MINES
WASHINGTON, D. C.
FEB 29 1 36 PM '56

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

RECEIVED
FEB 29 1956

February 28, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4188 (mica)

Applicant: C. T. Hicks, C. Buchanan, H. Lusk

Name and Location of Property: Abe Beam Mine, Avery Co., N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/24/56

Comments:

1. Applicant states that mica from this mine was sold to Spruce Pine Depot valued at $4,000.00.
2. The proposed program of exploration will determine value of ground in mine that previously has been reported as a producer of mica.
3. The field team should determine if this is a exploration program or development work as the mine is a proven producer.

Recommendation: It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

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

RECEIVED
FEB 28 1956

February 27, 1956

Memorandum

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

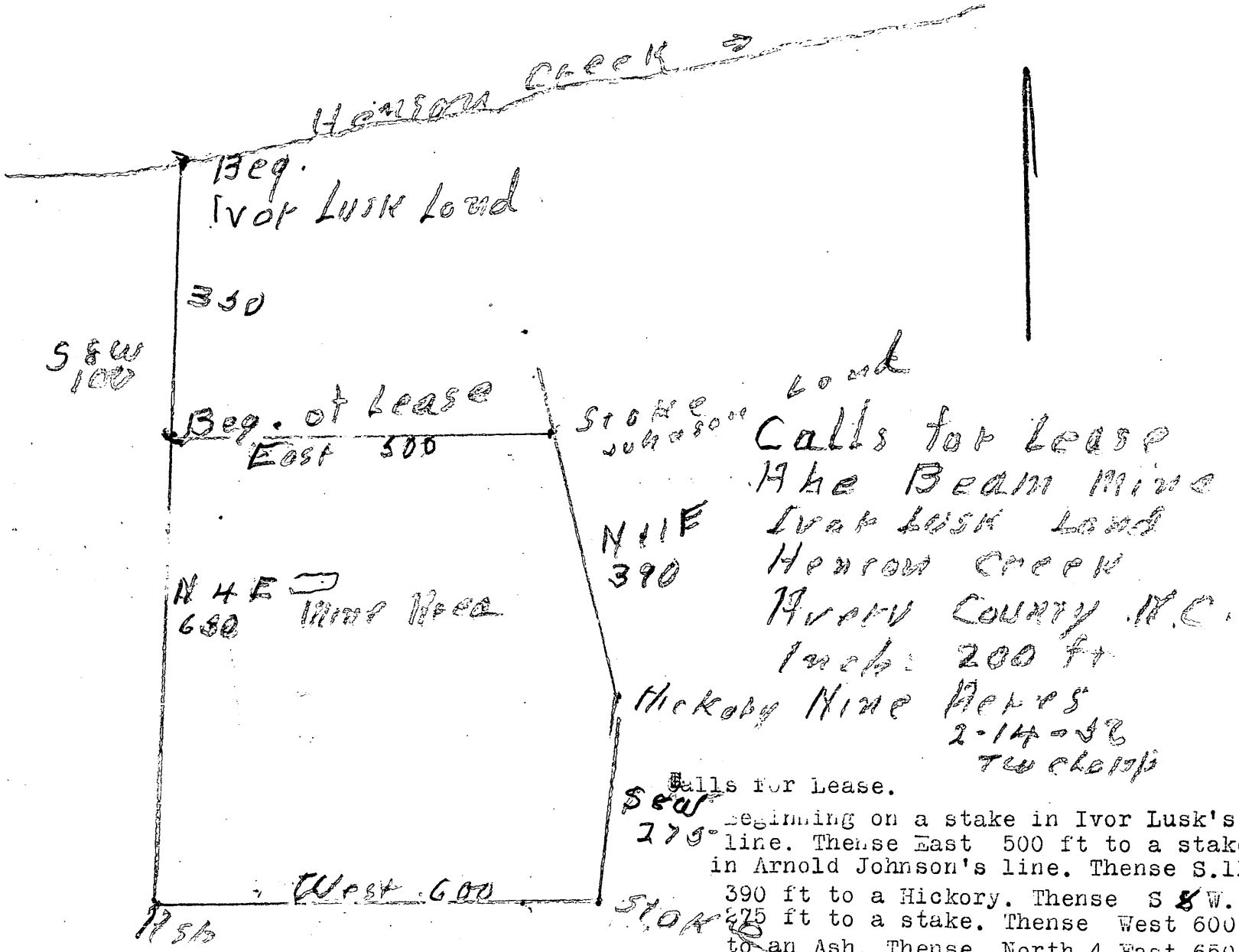
From: Executive Officer, DMEA, Field Team, Region V

Subject: Docket No. DMEA-4188 (Mica)
C. T. Hicks, C. Buchanan, and H. Lusk
Abe Beam Mine, Avery County, North Carolina

Enclosed are three copies of the Applicants' map, submitted with the application which was sent to you last week.

Robert A. Laurence
Robert A. Laurence

Enclosures 3



Calls for Lease.

Beginning on a stake in Ivor Lusk's line. Thense East 500 ft to a stake in Arnold Johnson's line. Thense S.11 E 390 ft to a Hickory. Thense S 8 W. 275 ft to a stake. Thense West 600 ft to an Ash. Thense North 4 East 650 ft to the Beginning.

Nine Acres more or less.

DMEA 4188

February 24, 1956

Mr. C. T. Hicks, Clyde Buchanan
and Mr. Harry Lusk
Route #1,
Newland, N. Carolina

Subject: DMEA-4188
Re: Exploration Assistance
Abe Beam Mine

Gentlemen:

The receipt of your application dated February 16, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4188 and referred to the Non Metallics Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

February 24, 1956

Memorandum

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

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA - 4188 C. T. Hicks, Clyde Buchanan and Harry Lusk

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

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

RECEIVED
FEB 23 1956

February 21, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from C. T. Hicks, Clyde Buchanan and Harry Luck, Newland, N. C. Abe Beam Mine, Avery County, N. C.

Enclosed are three copies of the subject application, accompanied by one copy of the lease and three copies of the Consent to Lien. We are keeping the fourth copy of the application for our use.

The applicant will send additional copies of the Consent to Lien as soon as he receives the forms which we mailed to him a few days ago.

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

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

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

RECEIVED
FEB 23 1956

February 21, 1956

Mr. Warren Pritchard

Spruce Pine, N. C.

Dear Mr. Pritchard:

The application of C. T. Hicks, Clyde Buchanan and Harry Lusk has been forwarded to our Washington office in accordance with established procedure. They will be notified in advance if an examination is to be made.

I assume that by now the forms MF-203 which we mailed on February 17 have reached you. If not, please let me know. When the additional Consent to Lien forms for this application are returned, it will be appreciated if you will indicate, after their signatures, the mailing address of Rita and Iver Lusk.

It will also be helpful to us if, on all applications carrying the Owner's Consent to Lien form, the owner's mailing address is so indicated.

Sincerely yours,

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

RAL/sm
cc:
Opr. Com.-2
Lynch
Shirley
Files

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
FEB 23 1956

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

Not to be filled in by applicant

Docket No. DMEA-4188
Metal or Mineral Mica
Date Received 2-23-56
Estimated Cost $4,500.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: C. T. Hicks, Clyde Buchanan and Harry Lusk
Route #1, Newland, North Carolina.

RECEIVED
FEB 21 1956
U. S. G. S.
Geologic Division
Knoxville, Tenn.

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

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

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

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

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract BEGINNING on a stake in Iver Lusk line and runs east 500 ft. to stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 west 275 feet to a stake; thence west 600 ft. to an ash; thence north 4 east 650 ft. to BEGINNING, containing 9 acres, more or less.

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

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

(*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. Attached hereto.

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

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

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

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

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

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. 10 miles from Spruce Pine. Henson Creek Road, Avery Co., N. C.

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

16—66551-1

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

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

(*c*) The work will start within 30 days and be completed within 4 months from the date of an exploration project contract.

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

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

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, 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.). See attached sheet for cost estimate.

(*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?

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

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

Dated February 16th, 1956.

C. T. Hicks, Clyde Buchanan & Harry Lusk. (Applicant)

By Harry Lusk

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

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

RECEIVED

FEB 23 1956

4(a). At present there is a tunnel about 50 feet, and some mining has been carried on here recently. Some $4,000 in mica was sold from this mine some few months ago, but have now run out and there is good prospect that with further development more mica can be explored here.
(b). As stated above about $4,000 worth of mica has been sold from this mine to U. S. Government Mica Depot, Spruce Pine, N. C.

5(b) Proposed Work-
Propose to continue on with present tunnel for about 25 feet. This is through very hard rock. Then propose to tunnel at two other places nearby to same vein for a distance of about 50 feet each.

6. ESTIMATE OF COSTS:

Labor:
4 hands $1.00 per hr. 8 hrs. daily 5 days a week for 16 weeks----------$2560.00

Bulldoze road to mine----------	100.00
Steel----------	200.00
Explosives & caps----------	780.00
Gas & Oil-15 gals. per day----------	360.00
Supplies----------	300.00
Miscellaneous & Contingencies----------	200.00
TOTAL----------	$4500.00

OK

RECEIVED
FEB 23 1956

MINING LEASE

State of North Carolina AVERY County:

This indenture made this 16th day of February 1956, ~~1955~~;

between Iver Lusk + wife Rita Lusk

of Avery County and State of North Carolina as party of the first part, and known as lessor, and C. T. Hicks, Clyde Buchanan and Harry Lusk

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

WITNESSETH, That the part Y of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

BEGINNING on a stake in Iver Lusk line and runs thence east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 ~~feet to a hickory; thence south 8 west 275 feet to a stake; thence west~~ 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing nine (9) acres, more or less.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part of the first part, or his or their heirs or assigns, a rental royalty of 1/8th of the selling price on all mica

~~on the minerals~~ taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

~~AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of _____, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.~~

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

~~Witness:~~

_____ (SEAL)

Harry Lusk (SEAL)

Iver Lusk (Seal)

Rita Lusk (Seal)

C. Taylor T. Hicks (Seal)

Clyde Buchanan (SEAL)

NORTH CAROLINA

MITCHELL COUNTY

I, Buena Vance, Notary Public, hereby certify that Iver Lusk and wife Rita Lusk, and C. T. Hicks, Clyde Buchanan and Harry Lusk personally appeared before me this date and acknowledged the due execution by them of the foregoing LEASE.

Witness my hand and notarial seal this the 16th day of February 1956.

Buena Vance
Notary Public

My commission expires: 1-25-58

MF-203
Revised March 24, 1955

RECEIVED
FEB 23 1956

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 Avery, State of North Carolina, described as follows:1/

BEGINNING on a stake in Iver Lusk line and runs thence east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing nine (9) acres, more or less.

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

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

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

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 16th day of February, 1956.

Rita Lusk [Seal]

Inez Lusk [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]

RECEIVED

FEB 23 1956

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 Avery, State of North Carolina, described as follows:1/

BEGINNING on a stake in Ivey Busk line and runs thence east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing nine (9) acres, more or less.

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

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

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

_____

_____

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 16th day of February, 1956.

Rita Lusk [Seal]

Inez Lusk [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

RECEIVED
FEB 23 1956

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 Avery, State of North Carolina, described as follows:1/

BEGINNING on a stake in Iver Lusk line and runs thence east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing nine (9) acres, more or less.

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

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

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

_____

_____

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 16th day of February, 1956.

Rita Lusk [Seal]

Owen Luse [Seal]

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
MAR - 5 1956

CONSENT TO LIEN

To the United States of America:

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

BEGINNING on a stake in the Iver Lusk line and runs east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 degrees west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing 9 acres, more or less.

_____,

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

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

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

_____

_____

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 28 day of Feb, 195 6

Guy Lusk [Seal]

Rita Lusk [Seal]

Route #3, Newland, N. C.

_____ [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]

7 (set)

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

RECEIVED
MAR - 5 1956

To the United States of America:

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

BEGINNING on a stake in the Iver Lusk line and runs east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 degrees west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing 9 acres, more or less.

_____,

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

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

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

_____

_____

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 28th day of Feb., 1956.

Inez Lusk [Seal]

Rita Lusk [Seal]

Rt #3, Newland, N. C.

_____ [Seal]

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

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

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

RECEIVED
MAR - 5 1956

CONSENT TO LIEN

To the United States of America:

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

BEGINNING on a stake in the Ivor Lusk line and runs east 500 feet to a stake in Arnold Johnson's line; thence south 11 degrees east 390 feet to a hickory; thence south 8 degrees west 275 feet to a stake; thence west 600 feet to an ash; thence north 4 east 650 feet to the BEGINNING, and containing 9 acres, more or less.

_____,

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

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

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

_____

_____

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

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

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to 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 28th day of Feb., 1956.

Guer Lusk [Seal]

Rita Lusk [Seal]

Rt #3, Newland, N. C.

_____ [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]