DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4940

Application
- [x] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

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

Right Side

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

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

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

Additional Folders:

Left Side

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

Right Side

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

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

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

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

For Government's Use Only
EXPL[illegible]TION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED
FEB 12 1958
U.S.M.E.A.

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/

Beginning at a Holly bush on the bank of the branch on the west side of the place ~~run 600ft down branch to the barbwire fence.then with the fence 500ft to a stake.~~ Then run parllel with the branch 500ft. Then 500ft parllel with the wire fence to the ~~branch.and up the branch 500ft to the wire fence.This being a part of the tract of~~ land described in book 3Y page197.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

NONE

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated Feb 7,1958, and recorded in Book 3Y, Page 197, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

Dated this 7 day of Feb, 195 9

A. K. Harris [Seal] Shelby N.C. R.S [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

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.

S.R.Lewis and E.R.Wollman, Partnership.

J. R. Lewis

[Corporate Seal]

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

For Government's Use Only
EXPL[redacted]TION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED
FEB 12 1958

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/

Beginning at a Hilly bush on the bank of the branch on the west side of the place run 600ft down branch to the barbwire fence, then with the fence 500ft to a stake. Then run parllel with the branch 500ft. Then 500ft parllel with the wire fence to the branch, and up the branch 500ft to the wire fence. This being a part of the tract of land described in book 3? page197.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

NONE

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated Feb 7, 1958, and recorded in Book _____, Page _____, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

Dated this 7 day of Feb, 195 8.

A. K. Harris	[Seal]	Shelby N.C. R.S.	[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, ~~J,R, Lutz~~ certify that I am the ~~Person~~ (Secretary, etc.) of the corporation named herein; that ~~Partner~~ who signed this agreement was then ~~Partner~~ (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.

J,R,Lutz and E,R,Wellman.
Partnership.

J. R. Lutz

[Corporate Seal]

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

For Government's Use Only
EXPL[redacted]TION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED
FEB 12 1958
D.M.E.A.

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North, Carolina, described as follows: 2/

Beginning at aholly bush on the bank of the branch on the west side of the place run 600ft down branch to the berbwire fence, Then with the wire fence 500ft to a stake. Then run parllel with the branch 500ft. Then 500ft parllal with the wire fence to the branch. and up the branch 500ft to the wire fence. This being a part of the tract of land conveied in book 3Y page 197.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

NONE.

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated Feb, 7, 1958, and recorded in Book 3Y, Page 197, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

Dated this 7 day of Feburary, 195 8

A. K. Harris [Seal] Shelby H. Cox [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, J,R,Lutz certify that I am the ~~person~~ and partner (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then partner (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.

J,R,Lutz and E,R, Wellman.
Partnership.

J. R. Lutz

[Corporate Seal]

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

For Government's Use Only
EXPL[illegible]TION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED FEB 12 1970 Dim E

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/

Beginning at a stake in the bank of the branch on the west side of the place [illegible] from branch to a beginning corner, then with the line [illegible] to a stake, then [illegible] with the branch course [illegible] with the line [illegible] to the branch, on up the branch [illegible] to the line corner, this being a part of the tract of land described in Deed Bk [illegible] 207.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

NONE

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

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

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

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

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

Dated this 7 day of Feburary, 195 9

A. K. Harris [Seal] Shelby N.C. [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

I, J,R Lutz. certify that I am the person and partner (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then partner (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.

J,R,Lutz and E,R,Wellman.
Partnership.

J. R. Lutz [Corporate Seal]

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

For Government's Use Only
EXPL[redacted]TION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

RECEIVED FEB 7 1958

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Cleveland, State of North Carolina, described as follows: 2/

Beginning at sholly bush on the bank of the branch on the west side of the place run 600ft down branch to the barbwire fence, Then with the wire fence 500ft to a stake. Then run parllel with the branch 200ft. Then 500ft parllel with the wire fence to the branch, and up the branch 500ft to the wire fence. This being a part of the tract of land described in book 3Y page 197.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

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

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

NIL.

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated Feb. 7, 1958, and recorded in Book 3Y, Page 197, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

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

Dated this 7 day of February, 1958.

A. K. Harris [Seal] Shelby N.C. [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

[Seal] [Address]

I, J.R. Lutz certify that I am the person and partner (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then partner (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.

J.R. Lutz and E.R. Wellman,
Partnership.

J. R. Lutz

[Corporate Seal]

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

DMEA
1958

February 10, 1958

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Application from J. R. Lutz and E. R. Wellman-
A. K. Harris Property, Cleveland County, N. C. (mica)

Enclosed are the original and two copies of the subject application. It was received here February 3, without any data except for the completed face form MF-103. We returned it to the Operator with a request for the required information, and it was received today with the supplementary sheet attached. Also enclosed are one copy of the lease and six signed copies of the form MF-205.

We are keeping the fourth copy for our use.

Mr. Wellman (or Wellmon) was the Operator of DMEA-3130, Idm-E612.

Robert A. Laurence
Robert A. Laurence
Executive Officer, DMEA-Reg.V

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

MF–103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR

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

DEFENSE MINERALS EXPLORATION ADMINISTRATION

APPLICATION FOR AID IN AN EXPLORATION PROJECT

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

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

J.R.Lutz. and E.R.Wellman.
Box,1.
Polkville,N.C.

RECEIVED FEB 12 1958

APPLICANT NOT TO USE THIS BLOCK

Docket Number	4940
Date Received	2-12-58
Government Participation %	
Region	V
Division Code	600

BUSINESS ORGANIZATION (Check one)

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

State in which firm is organized: N.C.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
J.R.Lutz.	Polkville, N.C.	Miner.
E.R.Wellman. R5.	Shelby,N.C.	Miner.

Mineral(s) for which you wish to explore: Misc.

Estimated Cost of Project: $ 4900,00.

LOCATION OF PROPERTY

Name	County	State
A.K.Harris.	Cleveland,	N.C.

GENERAL INSTRUCTIONS

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

CERTIFICATION

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

Jan 29 – 1958
Dated

J. R. Lutz
BY (Signature)

Co Partner
Title

RECEIVED
FEB 3 - 1958
U. S. Geological Survey
Geologic Div.
Knoxville, Tenn.

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

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

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

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

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

2. *Physical Description:*

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

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

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

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

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

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

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

3. *Accessibility of Project:*

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

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

4. *The Exploration Project:*

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

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

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

5. *Experience:*

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

6. *Estimate of Costs:*

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

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

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

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

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

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

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

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

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

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

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

* * * * *

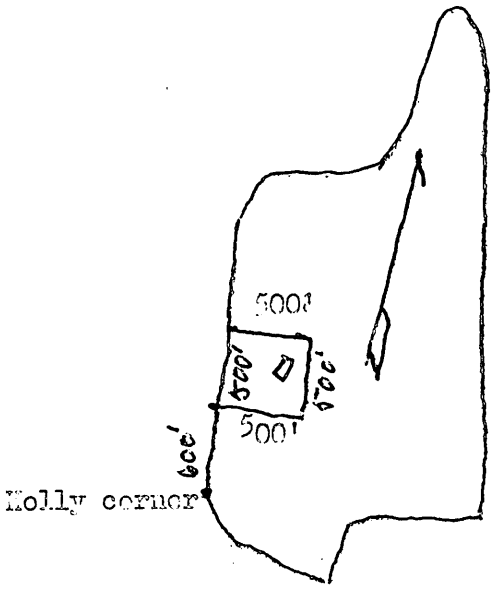
INT.-DUP. SEC., WASH., D.C. 25960

Information Required with This Application.Form 1 7103 Revised Oct,1957.
Applicant's Property Rights;
1A.Beginning at a holly bush on the bank of the branch on the west side of the road,run 600ft down branch to the barbwire fence,then with the fence 500ft to a stake.then run parllel with the branch 500ft.Then 500ft parllel with the wire fence to the branch.and up the branch 500ft to the wire fence.This being a part of the tract of land described in Deed3X page 197.in the office of the Redister of deeds.In the town of Shelby,County of Cleveland,State of N.C.
1B,A,K, Harris._____1C Lessee._____1D.None.
Physical Description.
2A, None._____2B,None._____2C,None. _____2D,None.___2E,None.____2F,None,____2G,None.
3 Accessibility of Project;
3A,N,R,Lutz.Polkville,N,C,at the postoffice.at the intersection of highway,N.C.26 and 10.
3B,Shelby,and Polkville,N,C, Four miles.
4. The Exploration Project;
4A,To sink a shaft 5oft and Drift 3oft in two Directions. This plot is 4ooft from the property boundarys._____4B, about 150 yards.With bulldozer._____4C,Four days. 45 Working days.
Three feet per working days.
5 EXPERIENCE: Mr,Lutz,has had six years as a Mica miner,and blasting wells,and helped complete two DMA contracts,no 602 and 628.
Mr, Wellman has completed a DMA contract also.and done other Mica mining.
6 Estimate of Cost;
6A,None,_____6B,Furnished by the DMA.____6C,Shovels,picks,axes,crowbars,ropes,pulleys, danger signs,chains,ect.
6D,Rented,Air compressor,Drills,and drillsteels,drifter Hoist, Standard price by the month. 2475,oo Dollars,_____6E,The Equipment mentioned.in 6d.._____6F,Tool house,shooting house, two explosive mazines,$1100,oo._____6G,App $660.00. Ansylytility and workmens compensation and Employees,Liability Insurance,Appr $350,oo.
7A, Yes._____7B,By equipment owned by me.

DMEA
1958

RECEIVED
FEB 10 1958
U. S. Geological Survey
Geologic Division
Knoxville, Tenn.

A Legal Description.And Plot.Of The Lands Of, A.K.Harris.
January,29,1958.Taken from Book 3Y.Page 197. Cleveland,County.State of,N.C.
Situated and lying on the waters of Harris Creek.
Beginning at a Post oak,J.J.Harris corner in Simmons line and runs with Simmons line N.84.30W. 7,56 chs to a stone,his corner,thence a new line N77,30w,5,44 chs to a persimon, thence a new line N55½,w 2,45 chs to a holly on east bank of branch.thence down branch as it meanders whose general averge is Viz N32½E 3,75chs.N8E,5,35chs.N40W,2,10chs.S65½E 1,95chs to a forked sycamore on north bank of branch,thenceN38E,leaving branch 4,63 chs to a walnut.thence N38E,1,05chs to a stake in Harris creek.thence down the creek as it meanders whose general average is Viz S70E.2,25chs.N67½E,2,10chs.N5oE,1,50chs.N54½E.1,85chs N21½E 2,20chs.1W,1,35chs.to a stake and pointer in creek in L.G.Bowans line and corner of sale to him.thence with his line east2,40chs to a stone Bowans corner in J.S.Harris line.thence with Harris line S3,45W.2,75 chs to the place of begining containg 24 acres more or less.



Discripton ofland which we are applying For a DMM Loan
By E.R.Wellman. and J.R.Luffz. Of Polkville,N.C.

Deging at a holly bush on the bank of the branch on the west side of the place,run 600'ft down branch to the barbwire fence. Then with the fence 500'ft east to a stake.Then run parallel with the branch 500'ft.Then parellel with wire fence 500'ft to the branch. Then up the branch 500'ft to the barbwire fence. This being a part of the tract of land described in book 3Y page 197. Cleveland,County. N.C.

DMEA
FEB 12 1958
DATE | NUMBER | CODE

MINING LEASE

State of North Carolina Cleveland County:

This indenture made this 29 day of January, 1958, between A.K.Harris of Cleveland County and State of North Carolina as party of the first part, and known as lessor s, and E.R.Wellman. and J.R. Lutz. of Cleveland County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part s 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~~ ten 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 at holly bush on the bank of the branch on the west side of the place.~~ run 600'ft down branch to the barbwire fence .Then with the fence 500'ft to a stake. Then run parallel with the branch 500'ft.Then500'ft parllel with wire fence to the ~~branch .and up the branch 500'ft to the wire fence.This being a part of the tract of land~~ described in book 3 Y page 197.

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~~ ten 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 s of the first part, or his or their heirs or assigns, a rental royalty of One eight 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~~ ten 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~~ ten 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 s 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 None., 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 s. 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. January 29-1958

Witness:

A. K. Harris.

C. E. Elliott N.P. (Seal)
Rt. 5 Shelby N.C.
My Commission Expires 3/19/59 (Seal)

(Seal)

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code

600

June 9, 1958

Memorandum

To: Mr. C. O. Mittendorf, Administrator

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

Subject: Evaluation of application and field examination report
Docket No. DMEA-4940-Mica
J. R. Lutz and E. R. Wellman
A. K. Harris Property
Cleveland County, North Carolina

Denial of application is recommended because of small size of pegmatite, and small size of mica.

Mica: Good quality but small, some is ruled, edge cracked and flat "A". Ruby, flat and hard. Books up to 2" x 3" were seen, but books 4" x 5" were found in the dumps.

Pegmatite: Zoned pegmatite dike about 55 feet long and 1 to 4 feet wide. Discordant to the foliation of the mica gneiss country rock. It is small but well zoned with a core of quartz up to 3 feet thick and wall zones of plagioclase, quartz and muscovite, 0.5 to 1 foot thick. Medium-grained wall zones consisting locally of 25 to 50 percent muscovite.

Workings: A trench 65 feet long, 14 feet wide and 4 feet deep was bulldozed in April, 1958, no muscovite was recovered.

Past production: Nothing known on quality or quantity.

Applicants' proposal: 50 ft. shaft
60 ft. drift
Bulldozing 150 yds.
Total estimated cost $4,980.00

Recommendations: The Field Team recommends denial because the pegmatite is small and the muscovite books are small. The Division of Nonmetallic Minerals and the Commodity Members of the Bureau of Mines and the Geological Survey concur in the Field Team's recommendation.

LGHouk:gad 6/9/58
Copy to: Admr. R. File
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/9	Houk	600
6/11	Lefkowitz	130
6/11	Lamb	130
		~~130~~
6/11	Johnson	110
"	Mittendorf	100
		220
6/11	Kiilsgaard	130

600

JUN 11 1958

Mr. J. R. Lutz
Box 1
Polkville, North Carolina

Re: Docket No. DMEA-4940-Mica
J. R. Lutz and E. R. Wellman
A. K. Harris Property
Cleveland County, North Carolina

Dear Mr. Lutz:

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 that, under these circumstances, your application for exploration assistance is denied.

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

Sincerely yours,

C. O. Mittendorf (for)

Administrator

LGHouk:gad 6/9/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 6 1958

DATE	INITIALS	
6/6	N.J.	225
		600

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

June 5, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4940 (mica)

Applicant: J. R. Lutz and E. R. Wellman

Name and Location of Property: A. K. Harris Property, Cleveland County, North Carolina

Date of Field Team Report: 5/27/58

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 6/3/58

Field Team Recommendation: Recommend denial of application.

Comments:

1. Applicants recently bulldozed a trench 65 feet long, 15 feet wide, and 4 feet deep, exposing a pegmatite dike 55 feet long and 1-4 feet wide.

2. A small quantity of good quality mica in books up to 3 x 4 inches is visible.

3. Reserves of strategic mica are estimated to be negligible.

Recommendation:

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

Donald R Irving

Donald R. Irving

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

IN REPLY REFER TO:

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 5 1958

DATE	INITIALS	CODE
6/5	C	220
6/9	Houk	600

June 4, 1958

Memorandum

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

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of Field Team Report, DMEA Docket 4940, A. K. Harris Property, Cleveland County, North Carolina

The examiners recommend denial of the cited application, their recommendations based on the fact that both the pegmatite to be explored and the mica books within the pegmatite are too small to warrant exploration.

As shown on the examiners' map, and as described, the pegmatite should be considered as not warranting exploration. There also appears to be no reason to expect the pegmatite to improve in size or that the mica books would increase in size with additional depth.

I concur with the examiners and recommend denial of the application.

T. H. Kiilsgaard

T. H. Kiilsgaard

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 15 POST OFFICE BLDG
KNOXVILLE 2, TENN.

May 27, 1958

OFFICIAL FILE COPY

5/29	C	220
6/4	2/B	130
6/5	C	220
		600

Memorandum

To: Operating Committee, DMEA, Washington

From: Field Team, DMEA Region V, Knoxville

Subject: DMEA-4940 (Mica)
A. K. Harris Property
Cleveland County, North Carolina

Enclosed are the original and two copies of the field examination report on the A. K. Harris property.

We are in agreement with the recommendation for denial of the application.

Robert A. Laurence
Robert A. Laurence
Executive Officer

Wm. A. Beck
Wm. A. Beck, for
V. J. Lynch, Member

Enclosures

On-Site Exam Rpt

Reviewed by
DMEA OPERATING COMMITTEE
6-4-58
(date)

dump material remaining from previous operations. The mica is of good quality but small. It is ruby, flat and hard. Some is ruled, edge cracked and flat "A".

RECOMMENDATIONS

We recommend that exploration assistance be denied. Although the A. K. Harris pegmatite is well zoned and contains muscovite of good quality, both the pegmatite body and the muscovite books are too small to warrant further exploration.

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

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

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/28	Hosby	600
2/28	Selfridge	130
2/28	Lamb	130
2/28	Kilsgaard	130
"	Johnson	110
"	Dattendorf	100
3/3		220
		600

600

FEB 28 1958

Mr. J. R. Lutz
Box 1
Polkville, North Carolina

Re: Docket No. DMEA-4940-Mica
J. R. Lutz and E. R. Wellman
A. K. Harris Property
Cleveland County, North Carolina

Dear Mr. Lutz:

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

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

Sincerely yours,

C. C. Dattendorf (for)

Administrator

LGHouk:rsi 2/28/58
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
2/28	Houk	600
2/28	GCS	130
"	Johnson	110
"	Rutledge	100
		220

600

FEB 28 1958

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

Re: Docket No. DMEA-4940-Mica
J. R. Lutz and E. R. Wellman
A. F. Harris Property
Cleveland 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 14 and 26, 1958, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed. There is also enclosed a copy of the application for the use of the Field Team.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

Frank D. Lamb

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

Enclosures 5

LGHouk:gad 2/28/58
Copy to: Admr. R. File
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

8623

OFFICIAL FILE COPY
DMEA
RECEIVED FEB 27 1958

DATE	INITIALS	CODE
2/27	C	220
		600

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

February 26, 1958

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4940 (mica)

Applicant: J. R. Lutz and E. R. Wellman

Name and Location of Property: A. K. Harris Property, Cleveland County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/13/58

Comments:

1. Applicants request $4,980 to explore for mica in an undesignated deposit by sinking a 50 foot shaft and drifting 60 feet.

2. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

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

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

DATE	INITIALS	CODE
2/20	C	220
		600

February 14, 1958
Re: DMEA 4940
J. R. Lutz and E. R. Wellman
A. K. Harris Property
Cleveland County, N. C.
$4,980 - Mica

Memorandum

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

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

Subject: Review of application

The applicants request assistance in doing bulldozing, shaft sinking and drifting. Presumedly a pegmatite is to be explored.

Referral of the application to the Field Team is recommended.

Marion Meriwether
for: N. E. Nelson

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

February 12, 1958

Mr. J. R. Lutz
Box 1,
Polkville, North Carolina

Subject: DMEA-4940

Dear Mr. Lutz:

Your application for exploration assistance, dated January 29, 1958 submitted to our office at Knoxville, Tennessee has been assigned Docket Number DMEA-4940 and referred to the Non Metallics Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to: Region V

RECEIVED FEB 6 1958		
DATE	INITIALS	CODE
2/11	D	200
2/11	[illegible]	600
		225

February 4, 1958

Mr. J. R. Lutz
Box 1
Polkville, North Carolina

Dear Mr. Lutz:

The incomplete application of J. R. Lutz and E. R. Wellman for aid in exploring for strategic mica on the A. K. Harris property in Cleveland County, North Carolina, which was received yesterday, cannot be considered as an application until it is submitted in completed form. Therefore, I am returning all the copies to you.

Please read the instructions on the back of Form MF-103, and submit the data requested there on a separate sheet or sheets of paper (4 copies, please). The form MF-103, which you have already signed and which I am returning may be resubmitted with the additional data.

As you are leasing the property from A. K. Harris, it will be necessary to have him sign six copies of Form MF-205, Consent to Lien and Subordination Agreement. Be sure to indicate the date of signing and his mailing address in the appropriate places. Six copies of this form are enclosed, so that Mr. Harris may keep one. The original and four signed copies should be returned to me, along with the Form MF-103 and supporting data sheets.

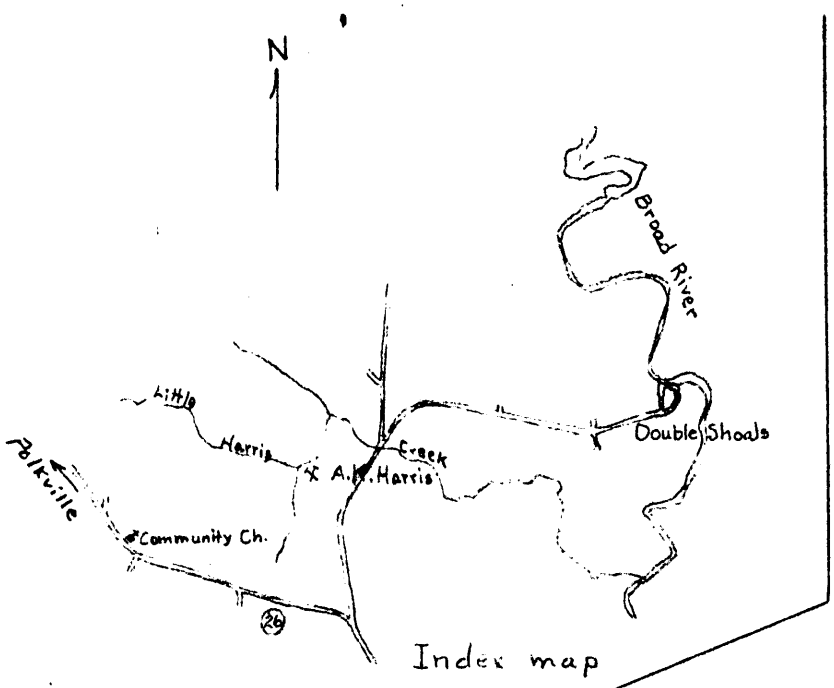
As soon as I receive the properly completed application, I will forward it to our Washington office for processing, in accordance with established procedure.

Very truly yours,

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

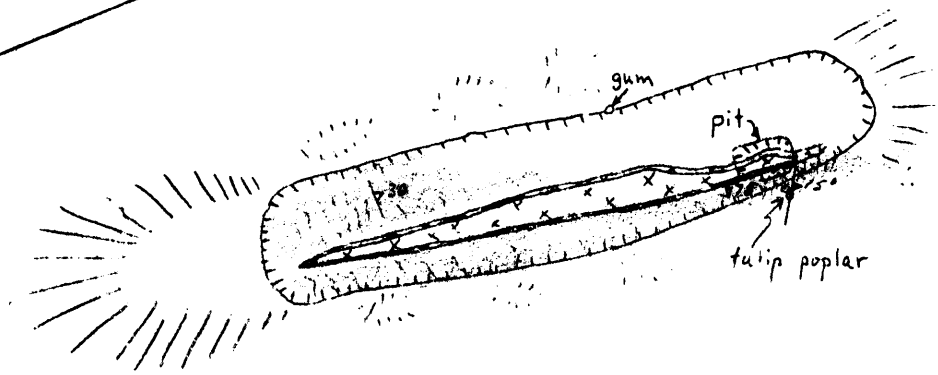
RAL/mg
Enclosures 12
cc - Operating Committee (2)
Mr. E. R. Wellman, Route 5, Shelby, N.C.

Mr. V. J. Lynch
File



Index map

0 ½ 1 mile



N

Explanation

- Feldspar, quartz, muscovite wallzone
- Quartz core
- Mica gneiss
- Edge of cut
- Dump

A.K. Harris Property

Cleveland County, North Carolina

DMEA-4940

0 10 20 Feet

FGL 5/59

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT, REGION V

DMEA-4940 (Mica), A. K. HARRIS PROPERTY
Cleveland County, North Carolina

DMEA
RECEIVED MAY 29 1958
DATE
6/4 248 130
220

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

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

Reviewed by
DMEA OPERATING COMMITTEE
6-4-58
(date)

May 27, 1958

FIELD EXAMINATION REPORT

DMEA-4940 (Mica), A. K. HARRIS PROPERTY
Cleveland County, North Carolina

Applicants: J. R. Lutz and E. R. Wellman
Box 1
Polkville, North Carolina

SUMMARY

A recent bulldozer trench has exposed a zoned pegmatite dike 55 feet long and 1 to 4 feet wide. Books of muscovite up to 2" x 3" occur in wall zones 0.5 to 1 foot thick. We recommend that exploration assistance be denied because both pegmatite and mica are too small.

INTRODUCTION

Location:

The A. K. Harris property is in a wooded area on the south bank of Little Harris creek one mile N. 73° E. of Community Church and 4.6 miles southeast of Polkville, Cleveland County, North Carolina (Shelby, N. C. quad., 1:62,500). The mine can be reached by driving south from Polkville on N. C. state road 26 to the intersection with the road to Double Shoals. Turn left towards Double Shoals and go 0.8 miles to the Harris farmhouse. The mine is at the edge of the cleared land about 0.2 mile west of the Harris farmhouse. It can be reached by car across the fields in dry weather.

Examination:

The first examination of the A. K. Harris property was made on April 3, 1958, and lasted about one hour. Only three water-filled pits were seen at that time and the Applicants requested time

to bulldoze a trench along the strike of the pegmatite. A second examination lasting one hour was made on May 7, 1958. Mr. J. R. Lutz and Mr. E. R. Wellman accompanied the examiners on both examinations.

Past Operations:

Mining was started at the A. K. Harris property sometime between 1900 and 1930. A series of shallow pits each about 5 feet wide, 6 feet long and 5 feet deep was dug along the strike of the pegmatite for 40 feet or more. It is not known who dug the pits or how much, if any, strategic-quality muscovite was recovered. The Applicants bulldozed a trench 65 feet long, 14 feet wide and 4 feet deep in April 1958. No muscovite was recovered during this work.

GEOLOGY

The recently bulldozed trench at the A. K. Harris property exposes a zoned pegmatite dike about 55 feet long and 1 to 4 feet wide. The dike trends N. 75° E. and dips steeply to the southeast. It is discordant to the foliation of the mica gneiss country rock which strikes northwest and dips northeast. The pegmatite dike plunges about 10° to the northeast.

The pegmatite is well zoned with a core of massive quartz up to 3 feet thick and wall zones of plagioclase, quartz and muscovite, 0.5 to 1 foot thick. The wall zones are medium-grained and locally consist of 25 to 50 percent muscovite. Muscovite occurs in books up to 2" x 3" but books 4" x 5" were found in the old