DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

## CONTROLLED DOCUMENT

DMA Docket No. 3441

## DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

Exploration Assistance

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

Routing Slip

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## DO NOT DETACH

## CONTROLLED DOCUMENT

Docket File
Surname:

Hopkins
Houk
Kiilsgaard
Hedges
Selfridge
Johnson

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

OCT 1 1954

Huskins Mining Company
C/o Mr. John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-3441 - Mica
Huskins Mining Company
Huskins Prospect
Yancey County, North Carolina

Gentlemen:

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

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

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

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

Sincerely yours,

Frank E. Johnson

ACTING Administrator

JHopkins:gad 9/22/54
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region VII
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

R.C.G.

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

Defense Minerals Administration
RECEIVED
SEP 29 1954

September 28, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3441 (mica)

Name and Location of Property: Huskins Prospect
Yancey County, North Carolina

Applicant: Huskins Mining Company

Date of Field Team Report: September 14, 1954

Date Rec'd. by Ceramic & Fertilizer Mtls. Br.: September 20, 1954

Field Team Recommendation:

1. Denial.

Comments:

1. Mica found in the exposed pegmatite dike is of poor quality, and distribution appears to be erratic.

Recommendation:

I concur in the field team's recommendation for denial of this application on the basis that there is little likelihood of obtaining strategic mica.

Donald R. Irving

Donald R. Irving

COPY

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

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

**Beginning at the center of what is known as the Huskins Prospect and running North 250', thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. W. Huskins.**

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

2/ **E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips**

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

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

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

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 9th day of August, 1954.

(Signed) E. W. Huskins [Seal]

_____ [Seal]

_____ [Seal]

COPY

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

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2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

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_____ [Seal]

_____ [Seal]

COPY

MF-203
(Revised July 1, 1954)

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2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

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_____

_____

_____

Dated this 9th day of August, 1954.

(Signed) E. W. Huskins [Seal]

_____ [Seal]

_____ [Seal]

COPY

MF-203
(Revised July 1, 1954)

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2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

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4. Changes and added provisions _____

_____

_____

_____

Dated this 9th day of August, 1954.

(Signed) E. W. Huskins [Seal]

_____ [Seal]

_____ [Seal]

IN REPLY REFER TO:

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 23 1954

September 22, 1954

Re: DMEA-3441
Huskins Prospect
Yancey Co., N. C.
$7,900 - Mica

Memorandum

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

From: E. L. Newcomb, U. S. Geological Survey

Subject: Concurrence with Field Team recommendation for denial

Sufficient trenching has been done to indicate the deposit is unlikely to contain significant amounts of strategic mica.

Mica is widely distributed in an unzoned pegmatite, but much of the mica occurs in small, cracked, mineral stained books and flakes. The deposit contains only a small amount of inferior quality mica.

I concur with the Field Team recommendation that this application be denied.

E. L. Newcomb

E. L. Newcomb

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

September 22, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and summary report.

By: James Hopkins

1. Docket No. DMEA-3441 - Mica
Huskins Prospect
Yancey County, North Carolina

Applicant: Huskins Mining Company
Spruce Pine, North Carolina

Application: Form MF-103 dated August 9, 1954
Work proposed:

| | |
|---|---|
| Bulldozing 40 hrs. @ $10.00 | $400.00 |
| Sinking Shaft 80 feet @ $50.00 | 4,000.00 |
| Drifting 100 feet @ $35.00 | 3,500.00 |
| Amount requested | $7,900.00 |

No contract - application denied.

2. Comments:

Geological premise:
1. Mica occurs scattered throughout the pegmatite but is not abundant.
2. Pegmatite is mostly unweathered and composed of plagioclase, quartz, muscovite biotite and red garnet.

Geological criteria:
1. Unzoned, medium grained 15'-20' thick pegmatite in mica schist.
2. Mica is small cracked and mineral stained, somewhat ruled and greenish rum in color.

Future possibilities: None.

Recommendation: The Nonmetallic Minerals Division concurs in the field team recommendation to deny the application. The Geological Survey and Bureau of Mines are in agreement.

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

September 14, 1954

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Examination Report, DMEA-3441 (mica) Huskins Mining Co. Spruce Pine, N. C. Huskins Prospect, Yancey County, N. C.

Transmitted are four copies of the subject examination report.

We agree with the recommendation for denial.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Reviewed by
DMEA OPERATING COMMITTEE
9/22/54
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
SEP 16 1954

DEFENSE MINERALS EXPLORATION ADMINISTRATION

# REPORT OF FIELD EXAMINATION BY FIELD TEAM, REGION VII

ON

## DMEA-3441, HUSKINS PROSPECT
Yancey County, N. C.

BY

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

and

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

September 9, 1954

Reviewed by
DMEA OPERATING COMMITTEE
9/22/54
(date)

SEP 16 1954

# FIELD EXAMINATION REPORT
On
DMEA-3441 (mica) HUSKINS PROSPECT, Y ancey County, N. C.

Applicant: Huskins Mining Company, c/o John Phillips, Spruce Pine, N. C.

This deposit contains only a small amount of inferior quality mica. Exploration assistance does not appear to be warranted.

The property was examined on September 9, 1954. Messrs. Troy Huskins and S. L. Phillips accompanied the examiners on the inspection which required 1.5 hours.

The Huskins prospect is 1.3 airline miles S. 80° E. of Newdale, in the eastern part of Y ancey County, North Carolina. It is 1/4 mile south of U. S. Highway No. 19E and about one-half mile west of Crabtree Creek. Access is excellent at all times.

A 15-20 foot thick pegmatite has been exposed at this place by two trenches each about 10 feet deep and 50 feet apart. The trenches expose the pegmatite well. It is unzoned, medium grained, trends east-west, dips 80° N., and is enclosed in mica schist. Most of the pegmatite is unweathered. It is composed of plagioclase, quartz, muscovite, biotite, and red garnet. Mica occurs scattered throughout the pegmatite, but it is not abundant. It is mostly small, cracked "field," mineral stained, and somewhat ruled, and greenish rum in color. Exploration assistance does not appear to be justified.

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

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

Examined: Sept. 9, 1954

z

Docket Copy
Surname:
Anderson
Houk
Martin
Kilsgaard
Johnson

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

600

AUG 27 1954

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

Subject: Docket No. DMEA-3441 - Mica
Huskins Mining Company
Huskins Prospect
Yancey County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda from the Geological Survey, dated August 12, 1954, and from the Bureau of Mines, dated August 23, 1954, are enclosed for your information.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

s/Thor N. Kilsgaard (JHB)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 8/27/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

Docket Copy
Surname:
Anderson
Houk
Martin
Hedges
Kielsgaard
Fitzhugh

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

AUG 27 1954

Huskins Mining Company
c/o Mr. John Phillips
Spruce Pine, North Carolina

Re: Docket No. DMEA-3441 - Mica
Huskins Mining Company
Huskins Prospect
Yancey County, North Carolina

Gentlemen:

Your application for exploration assistance on the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert T. Laurence, Executive Officer, DMEA Field Team, Region VII, 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 that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

E. O. Mittendorf (for)

Administrator

WCAnderson:gad 8/27/54
Copy to: Admr. R. File
Docket
Field Team, Region VII
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

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

August 23, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3441 (mica)

Applicant: Huskins Mining Company

Name and Location of Property: Huskins Prospect,
Yancey County, North Carolina

Date Application Rec'd. by Ceramic & Fertilizer Mtls. Br.: August 11, 1954

Comments:

1. No data available on a Huskins Mine in Yancey County.
2. Proposed exploration is consistent with good engineering practices.

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.

August 12, 1954

Memorandum

REVIEW OF APPLICATION DMEA-3441 (mica)

To: Lawrence G. Houk, Defense Minerals Exploration Administration
From: R. D. Trace, U. S. Geological Survey
Applicant's name and address: Huskins Mining Co., Spruce Pine, N. C.
Name of property: Huskins Prospect
Location of property: Yancey County, North Carolina
Summary of applicant's proposal:

1) Bulldoze 40 hours
2) Sink 80-foot shaft
3) Drift 100 feet on pegmatite

Sources of information on applicant's property: None
Comments: The exact location of the property is not known. A Huskins prospect is shown on Plate 2 of N. C. Division of Mineral Resources Bull. 43, but applicant states that his property is a new discovery.
RECOMMENDATION: Refer to Field Team.

Bob Trace

R. D. Trace

August 11, 1954

Huskins Mining Co. (d/b/a)
c/o John Phillips
Spruce Pine
North Carolina

Subject: DMEA-3441
Re: Exploration Assistance
Huskins Prospect

Gentlemen:

The receipt of your application dated August 9, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3441 and referred to the Non-Metallic Minerals Division.

Kindly refer to in any future correspondence relating to your application.

Sincerely yours,

MF-103
(Revised April 1952)

# UNITED STATES DEPARTMENT OF THE INTERIOR
## DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

AUG 1 3 1954

## 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. 3441
Metal or Mineral MICA
Date Received
Estimated Cost $7,900
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: E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips
D/B/A Huskins Mining Company (Partnership)
Spruce Pine, N. C.
c/o John Phillips

(*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 Legal description given on attached lease.

(*b*) State any mine name by which the property is known. Huskins Prospect

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

(*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. Lease attached.

(*e*) If you own the land, describe any liens or encumbrances on it Not owner

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. None

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 continuation 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.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

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

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

(*c*) The work will start within 10 days and be completed within ..... 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. See continuation sheet

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

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

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

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes. Will furnish 25% as required.

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

[X] 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 August 9, 1954

Huskins Mining Co.
(Applicant)

By John Phillips
Partner

**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

MF-103 (continuation sheet)

4. (a) Some bulldozing has been done, no other work.

   (b) No past production; new prospect.

   (c) It is believed that the pegmatite contains sizeable quantities of strategic quality mica. From the bulldozing that has been done, pegmatite shows. Map attached.

   (d) Project is accessible by jeep.

   (e) Manpower is available, materials, supplies and equipment readily available and power is within 100 yards.

5. (b) We propose to bulldoze 40 hours, sink a shaft to a depth of 80 feet, then drift with pegmatite and vein 50 feet in each direction for a total of 100 feet of drift.

   (d) Experience and other data attached separately.

6. Estimate of Costs:

| | |
|---|---|
| Bulldozing 40 hrs. @ $10.00 hr. . . . . | $ 400.00 |
| Sinking shaft 80' @ $50.00 ft. . . . . | 4000.00 |
| Drifting in vein 100' @ $35.00 ft. . . . . | 3500.00 |
| | $ 7900.00 |

# MINING LEASE

State of North Carolina Yancey County:

This indenture made this 9th day of August, 1954, ~~1953~~,

between E. W. Huskins

of Yancey County and State of North Carolina as party of the first part, and known as lessor, and E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

of Yancey & Mitchell Counties County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the party 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 at the center of what is known as the Huskins Prospect and running North 250 feet, thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. W. Huskins.

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 1/8

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 [illegible]

Lease Files Unit
RECEIVED
AUG 10 1954

MF-203
(Revised July 1, 1954)

# OWNER'S CONSENT TO LIEN

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

Beginning at the center of what is known as the Huskins Prospect and running North 250', thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. W. Huskins.

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

2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract or any amendment thereof there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

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

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

(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 9th day of August, 1954.

E. W. Hastings [Seal]

_____ [Seal]

_____ [Seal]

MF-203
(Revised July 1, 1954)

OWNER'S CONSENT TO LIEN

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

Beginning at the center of what is known as the Huskins Prospect and running North 250', thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. W. Huskins.

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

2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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(OVER)

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

4. Changes and added provisions _____

_____

_____

_____

Dated this 9th day of August, 1954.

(Signed) E. W. Huskins [Seal]

_____ [Seal]

_____ [Seal]

MF-203
(Revised July 1, 1953)

COPY

OWNER'S CONSENT TO LIEN

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

Beginning at the center of what is known as the Buckeye Branch and running North 250', thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. V. Buckeye.

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

2/ E. V. Buckeye, Arlene Buckeye, Troy Buckeye and John Phillips

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions _____

Dated this 9th day of August, 1954.

(Signed) E. V. Buckeye [Seal]

_____ [Seal]

_____ [Seal]

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

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

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

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

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

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

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

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

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

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

MF-203
(Revised July 1, 1953)

COPY

OWNER'S CONSENT TO LIEN

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Beginning at the center of what is known as the Huskins Proppect and running North 250', thence East 250', thence South 500', thence West 500', thence North 500', thence East 250' to the beginning. This property lying in Yancey County, N. C. and belonging to E. W. Huskins.

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

2/ E. W. Huskins, Arthur Huskins, Troy Huskins and John Phillips

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

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

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

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

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

4. Changes and added provisions

Dated this 9th day of August, 1954.

(Signed) E. W. Huskins [Seal]

[Seal]

[Seal]

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

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

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

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e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTHUR HUSKINS, Newdale, N. C.

Arthur Huskins was born in McDowell County, N. C. thirty years ago, and is the son of E. W. Huskins. He attended grammer sbhool in McDowell and high school in Yancey County, and was graduated from Micaville High School, Micaville, N. C. He served 18 months in the U. S. Army.

He has been a partner of his father, E. W. Huskins, for about eight years, doing farming and sawmill work. He has prospected and mined in several places on his father's and other properties around Newdale.

Mr. Huskins is well-liked and has a good reputation in his community.

For references, he lists the following:

Mr. Herbert Hall, Mining Inspector, Burnsville, Rt. 2, N. C.

Mr. B. G. Thomas, Spruce Pine, Rt. 1, N. C.

Mr. Bill McKinney, Spruce Pine Store Co., Spruce Pine, N. C.

E. W. HUSKINS, Newdale, N. C.

Mr. E. W. Huskins was born in McDowell County, N. C. fifty-seven years ago. He attended grammar school in McDowell County. He worked for the T. T. Adams Band Mill Company for ten years, and for the last twenty-five years he has farmed and run a saw mill for himself. During this time he has also mined and prospected chiefly on his own property for mica and feldspar and has sold mica.

Mr. Huskins is a highly respected citizen in his community and is known to be an honest and trustworthy man.

He gives the following references:

Mr. A. C. Tainter, Whitehall Company, Spruce Pine, N. C.

Edward Fortner, Insurance Agent, Spruce Pine, N. C.

J. C. McBee, Attorney at Law, Spruce Pine, N. C.

Troy Huskins, Newdale, N. C.

Troy Huskins, also the son of E. W. Huskins, was born and attended school in McDowell County. He has worked as a partner in farming and sawmill and lumbering with his father for several years. He has also worked with his father and brother in mining and prospecting for mica for several years.

Mr. Huskins enjoys a fine reputation in his community, and is known to be a reputable citizen.

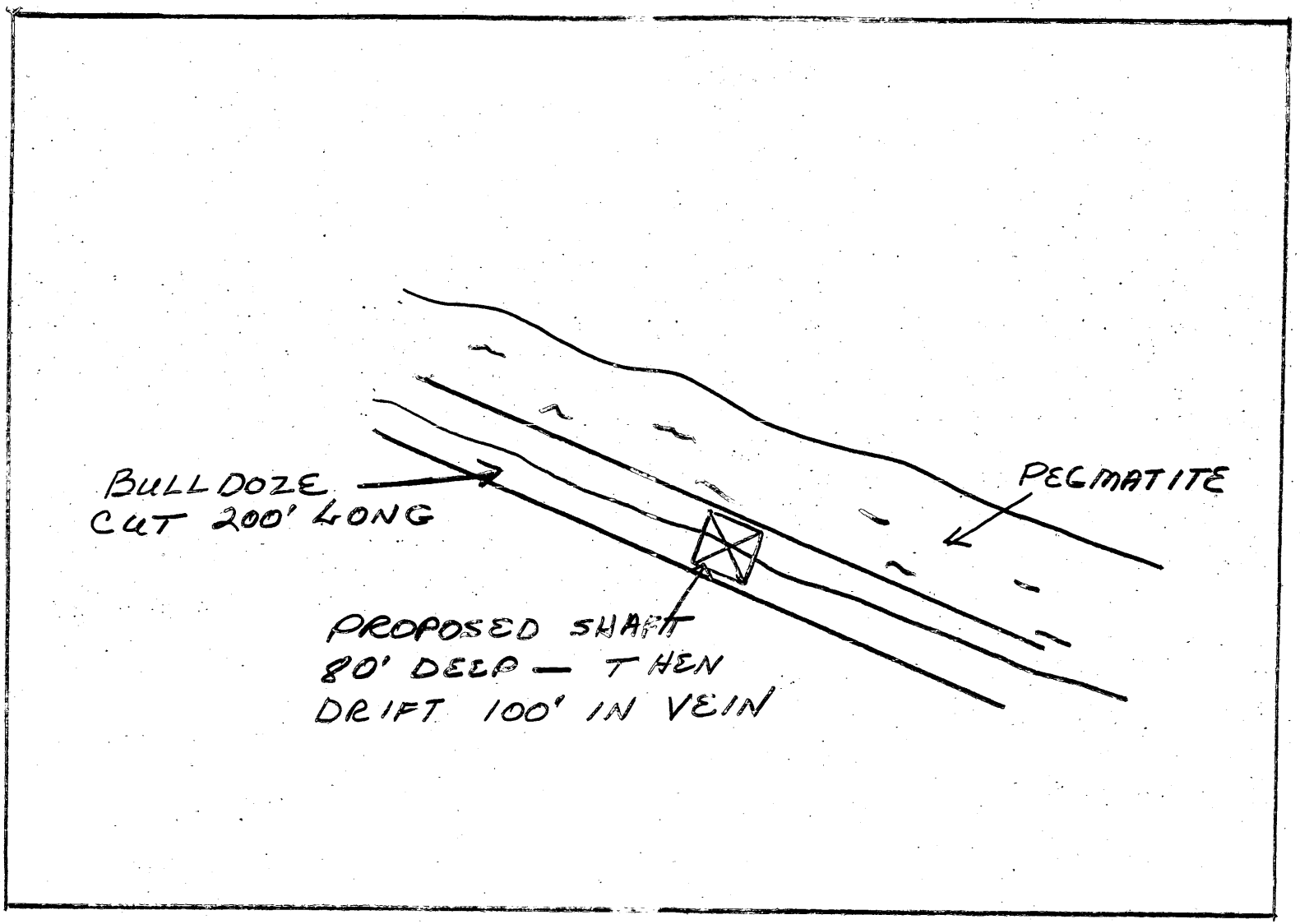
He gives the following references which may be contacted regarding his character and qualifications:

Mr. O. V. Coulter, Spruce Pine, N. C.

Mr. Sam Parsley, Newdale, N. C.

Mr. George Green, Spruce Pine, N. C.

# HUSKINS PROSPECT



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

OFFICIAL BUSINESS

Mr. George C. Selfridge, Chairman
Operating Committee, D.M.E.A.
Dept. of the Interior
Washington 25, D.C.