RECEIVED
JAN 2 1956

MF-203
Revised March 24, 1955

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

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/ Beginning at an iron stake at the center of the Clyde Sparks Prospect which is located 175' S.W. of another iron stake; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located about 3 miles West of C.R. Phillips' Store at Wing, in Mitchell County, N. C.

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

None

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

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

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

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

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 23rd day of January, 1956.

James Reese [Seal]

Leslie Sparks [Seal]

_____ [Seal]

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

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[Corporate Seal]

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EXPLORATION PROJECT CONTRACT
Operator
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Contract No. Idm-E
Contract Date

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_____

_____

_____

_____

_____

_____

_____

Dated this 23rd day of January, 1956.

James Russe [Seal]

Bleda Sparks [Seal]

_____ [Seal]

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[Corporate Seal]

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5. Added provision: _____

Dated this 23rd day of January, 1956.

James Rice [Seal]

Leliche Sparks [Seal]

_____ [Seal]

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Leida Sparks [Seal]

_____ [Seal]

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Leslie Sparks [Seal]

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[Corporate Seal]

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James Reece [Seal]

Elide Sparks [Seal]

_____ [Seal]

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_____

[Corporate Seal]

DOCKET COPY
Surname:

Hopkins
Houk
Geehan
Kalsgaard
Selfridge
Fitzsimons

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

MAR 23 1956

Messrs. Brown Sparks and James Reece
Route #3
Bakersville, North Carolina

Re: Docket No. DMEA-4140-Mica
Brown Sparks and James Reece
Clyde Sparks Mine
Mitchell County, North Carolina

Gentlemen:

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

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

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

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

Sincerely yours,

C. O. Wilmarth

Administrator

JHopkins:ms 3/22/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Admr. R. File

R.C.G.

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

March 22, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and Summary Report

By: James Hopkins

1. Docket No. DMEA-4140-Mica
Property: Clyde Sparks Mine
Located in Mitchell County, North Carolina - 4.8 airline miles N 40°E of Micaville
Applicants: Brown Sparks and James Reece
Bakersville, North Carolina
Application: Dated January 23, 1956
Proposes:

20 hrs Bulldozing @ $10.00/hr	$ 200.00
60-foot shaft @ $50.00/ft	3000.00
80 feet of drifts @ $35.00/ft	2800.00
Estimated Total Cost	$6000.00

No Contract - Application Denied

2. Comments:

Government assistance was requested to explore a pegmatite that is exposed for 60 feet along its strike.

Pegmatite and Country Rock: Vertical and conformable in a 1-foot zone of brown mica schist. Surrounding the schist is a weathered to hard biotite gneiss. The schist contains some suphides. The foliation of the enclosing rocks dip vertically and strikes N30°E.

Massive white quartz, 6 feet in thickness outcrops in the center of the pegmatite which is 20 feet wide.

Mica: Muscovite is abundant, but consists entirely of scrap, non-strategic mica. It is found in green, wedge "A" blocks(3-4 inches wide) of extremely poor quality.

Mine Workings: A trench 75 feet long, 10 feet deep and 20 feet wide extends along the strike of the pegmatite. An old caved adit extends for an unknown distance on the west side of the cut.

Recommendations:

The Field Team recommends that the application be denied because of poor quality muscovite.

The Nonmetallic Minerals Division concurs in the recommendation.

The Commodity Divisions of the Geological Survey and the Bureau of Mines also concur in the recommendation.

James Hopkins
Nonmetallic Minerals Division

IN REPLY REFER TO:

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

RECEIVED
MAR 21 1956

March 20, 1956

Re: DMEA 4140
Brown Sparks & James Reece
Clyde Sparks Mine
Mitchell Co., N. C.
$6,000.00 - Mica

Memorandum

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

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

Subject: Review of Field Team report.

The applicants requested assistance in exploring a pegmatite of which they supplied little information.

Some work had been done on the pegmatite years ago, and recent stripping by bulldozing revealed a vertical, 20-foot wide pegmatite for 60 feet. The pegmatite has a quartz core 6 feet wide. "Muscovite is abundant, but consists entirely of scrap, non-strategic mica. It is found in green, wedge "A" blocks (3-4 in. wide) of extremely poor quality."

With the Field Team the examiners recommend denial of the application.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

Hopkins

600

March 22, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: A denial of exploration assistance and Summary Report

By: James Hopkins

1. Docket No. DMEA-4140-Mica
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Located in Mitchell County, North Carolina - 4.8 airline miles N 40°E of Micaville
Applicants: Brown Sparks and James Reece
Bakersville, North Carolina
Application: Dated January 23, 1956

Proposes:	20 hrs Bulldozing @ $10.00/hr	$ 200.00
	60-foot shaft @ $50.00/ft	3000.00
	80 feet of drifts @ $35.00/ft	2800.00
	Estimated Total Cost	$6000.00

No Contract - Application Denied

2. Comments:

Government assistance was requested to explore a pegmatite that is exposed for 60 feet along its strike.

Pegmatite and Country Rock: Vertical and conformable in a 1-foot zone of brown mica schist. Surrounding the schist is a weathered to hard biotite gneiss. The schist contains some suphides. The foliation of the enclosing rocks dip vertically and strikes N30°E.

Massive white quartz, 6 feet in thickness outcrops in the center of the pegmatite which is 20 feet wide.

Mica: Muscovite is abundant, but consists entirely of scrap, non-strategic mica. It is found in green, wedge "A" blocks(3-4 inches wide) of extremely poor quality.

Mine Workings: A trench 75 feet long, 10 feet deep and 20 feet wide extends along the strike of the pegmatite. An old caved adit extends for an unknown distance on the west side of the cut.

Recommendations:

The Field Team recommends that the application be denied because of poor quality muscovite.

The Nonmetallic Minerals Division concurs in the recommendation.

The Commodity Divisions of the Geological Survey and the Bureau of Mines also concur in the recommendation.

James Hopkins
Nonmetallic Minerals Division

JHopkins:ms 3/22/56
Copy to: Mr. Houk
Mr. Hopkins
Admr. R. File

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

RECEIVED
MAR 20 1956

March 20, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA- 4140 (mica)

Applicant: B. Sparks & J. Reece

Name and Location of Property: Clyde Sparks Mine, Mitchell Co., N. C.

Date of Field Team Report: 2/27/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 3/19/56

Field Team Recommendation: Recommend the application be denied.

Comments:

1. Green scrap mica was abundant but no strategic mica was observed.

2. Possibility for discovery of a worthwhile deposit of strategic mica is considered poor.

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

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
MAR 15 1956

March 13, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: Acting Executive Officer, DMEA - Region V - Knoxville

Subject: Examination Report - DMEA-4140, Brown Sparks and James Reece, Bakersville, N. C., applicants (mica)

Transmitted are four copies of the subject field examination.

The field team concurs with the examiners that this application should be denied.

V. J. Lynch

V. J. Lynch

Reviewed by
DMEA OPERATING COMMITTEE
3-19-56
(date)

RECEIVED
MAR 1 1956

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
BY
REGION V

On

DMEA-4140, CLYDE SPARKS MINE- Mica
Mitchell County, N. C.

By

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

and

S. L. Peyton, Mining Engineer
Bureau of Mines

February 27, 1956

Reviewed by
DMEA OPERATING COMMITTEE
3-19-56
(date)

FIELD EXAMINATION REPORT
On

DMEA-4140, CLYDE SPARKS MINE-Mica
Mitchell County, N. C.

RECEIVED
MAR 1 1956

Summary

Some green, poor quality muscovite exists in a trench through old works. No strategic muscovite is indicated. No exploration is warranted. The field examiners recommend that the application be denied.

Introduction

Applicants: Mr. Brown Sparks and James Reece of Bakersville, R#3, North Carolina have made the application for DMEA assistance.

Examination:

The field examiners visited the Clyde Sparks Mine February 27, 1956, in the company of Mr. Ed Huskins, Mr. John Phillips, and C. R. Phillips. Mr. V. J. Lynch, of the U. S. Bureau of Mines also accompanied the examiners. One hour was spent in the examination.

Location:

The mine is on the northeastern slope of a saddle between the northern end of Big Ridge and southern end of Burns Mountain. It is 4.8 airline miles N 40° E. of Micaville, Mitchell County, North Carolina (micaville, N. C., TVA Quadrangle, 209-NW. In the SW 1/9 of the NE 1/9 section).

Geology

Mine Workings:

A trench 75 ft long, 10 ft deep, and 20 ft wide extends N 30° E downslope to an access road. An old caved adit extends to an unknown distance on the west side of the cut. It was worked 35 years ago by a Mr. Boone.

Pegmatite:

A vertical, conformable mica-pegmatite, composed of soda-feldspar and massive quartz strikes N 30° E and is exposed for 60 feet along strike. Massive white quartz, 6 ft in thickness, outcrops in the center of the pegmatite, which is 20 feet wide.

Country Rock:

A 1-foot zone of brown mica schist surrounds the pegmatite. Some sulfides are contained in the schist. Surrounding the schist is a weathered to hard biotite gneiss. The foliation dips vertically and strikes N 30° E.

Muscovite:

Muscovite is abundant, but consists entirely of scrap, non-strategic mica. It is found in green, wedge "A" blocks (3-4 in. wide) of extremely poor quality.

Recommendations

The field examiners recommend that the application be denied because of the poor quality of muscovite.

Inspection: February 27, 1956

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

A. L. Peyton, Mining Engineer
Bureau of Mines

z

DOCKET COPY
Surname:

Hopkins
Houk
Selfridge
Johnson

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

FEB - 6 1956

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

Re: Docket No. DMEA-4140-Mica
Brown Sparks and James Reece
Glyde Sparks Mine
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated January 26 and 31, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

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

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures: 4

JHopkins:ms 2/3/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins

R.G.L.

DOCKET COPY
Surname:

Hopkins
Houk
Kilsgaard
Leeson
Selfridge
Kilsgaard

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

FEB - 6 1956

Messrs. Brown Sparks and James Reece
Route 3
Bakersville, North Carolina

Re: Docket No. DMEA-4140-Mica
Brown Sparks and James Reece
Clyde Sparks Mine
Mitchell County, North Carolina

Gentlemen:

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

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

Sincerely yours,

C. O. Mittousmith (for)

Administrator

JHopkins:ms 2/3/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Hopkins
Field Team, Region V

R.S.H.

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

RECEIVED
FEB - 1 1956

January 31, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4140 (mica)

Applicant: B. Sparks & J. Reece

Name & Location of Property: Clyde Sparks Mine, Mitchell Co., N.C.

Date Application Rec:d. by Br. of Ceramic & Fertilizer Materials: 1/25/56

Comments:

1. Applicant states there was production in 1924 at subject mine.

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.

RECEIVED
JAN 26 1956

January 26, 1956

Re: DMEA 4140
Brown Sparks and James Reece
Clyde Sparks Mine
Mitchell County, North Carolina
$6,000.00 - Mica

Memorandum

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

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

Subject: Review of application.

The applicants request assistance in bulldozing, shaft sinking and drifting on a pegmatite concerning which little information other than heresay is furnished.

The applicants believe they can find mica by exploration work.

Referral to the Field Team for a check is recommended.

N. E. Nelson

N. E. Nelson

January 25, 1956

Subject: DMEA-4140
Re: Exploration Assistance
Clyde Sparks Mine

Mr. Brown Sparks and James Reece
Bakersville, Route 3, North Carolina

Gentlemen:

The receipt of your application dated January 23, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4140 and referred to the Non Metallics Minerals Division.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
JAN 25 1956

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

Not to be filled in by applicant

Docket No. DMEA - 4140
Metal or Mineral Mica
Date Received 1-25-56
Estimated Cost $6,000.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Brown Sparks and James Reece
Bakersville, Route 3, N. C.

(*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 lease.

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

(*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 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. See sheet.

(c) The work will start within 30 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 sheet. Sparks now on file with DMEA.

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: See sheet.

(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 required 25%.

(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 January 23, 1956

Brown Sparks and James Reece
(Applicant)

By Brown Sparks
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

RECEIVED
JAN 25 1956

4. (a) Some work has been done at this mine in 1924, and some good quality was recovered. Applicants had no interest in previous work.

(b) No records on past production.

(c) From appearance of materials, we believe that we can find mica by exploration work.

(d) Project is accessible to roads and shipping.

(e) Manpower, materials, and equipment available. Power is within 1200 feet.

6. (b) We propose to bulldoze a trench to move away overburden and uncover pegmatite, then sink a 5'x7' shaft 60' deep; and drift with vein 80 feet.

6. Estimate of costs:

20 hrs. Bulldozing @ 10.00 per hour	$ 200.00
60' Shaft @ $50.00 per ft.	3000.00
Drift 80' @ $35.00 per ft.	2800.00
Total estimated cost of project	$ 6000.00

5. (d) Brown Sparks now on file with DMEA.

James Reece

James Reece was born and brought up in Mitchell County and has lived there all his life. He has been generally self-employed, but has done some mining for others in Mitchell County. He is now 36 years old and is mining in this area.

He is considered capable and responsible, and gives the following references:

Mr. John McBee, Spruce Pine, N. C.
Mr. R. B. Phillips, Bakersville, N.C.
Mr. Ed Fortner, Spruce Pine, N. C.

MINING LEASE

RECEIVED
JAN 25 1956

State of North Carolina Mitchell County:

This indenture made this 23rd day of January, 1956, ~~1955~~

between James Reece and Clide Sparks

of Mitchell County and State of North Carolina as party of the first part, and known as lessor s, and Brown Sparks and James Reece

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

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, 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 an iron stake at the center of the Clyde Sparks Prospect which is located 175' S.W. of another iron stake; and running 250' North; thence 250' West; thence 500' South; thence 500' East; thence 500' North; thence 250' West to a point of closing. This property located about 3 miles West of C. R. Phillips' Store at Wing, in Mitchell County. N. C.

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 (One-eighth)

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

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

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

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

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

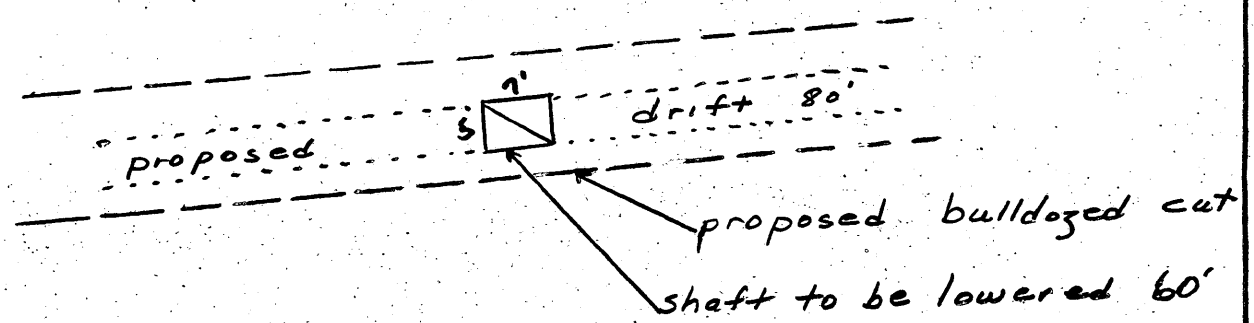
Witness:

Kenneth R McKinney
Notary Public
My Com Exp 8/17/57

James Reece (Seal)
Clide Sparks (Seal)
(Se

CLYDE SPARKS PROSPECT

Mitchell County
N. C.



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JAN 25 1956