DMEA Form 1

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Control Slip

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DMEA Docket No. 4502

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To:	600	Date	10/22/56
To:	Mr Anderson	Date	10-22-56
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To:	F.E. Johnson	Date	11-7-56
To:	Con	Date	11-7-56
To:	M+R	Date	11-7-56
To:	Code 130	Date	1-7-57
To:	Code 110	Date	1-9-57
To:	" 225	Date	1-9-57
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DMEA Form 7
(12-56)

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Date	Surname	Code
1-2-57	Anderson	600
1-7	Houk	600
1/9	Selfridge	130
1/9	Frank E. Johnson (fw)	110
		~~100~~
1-10	C	225

600

JAN 10 1957

Foster & Burleson
C/O Mr. Charles E. Foster
Box 221
Bakersville, North Carolina

Re: Docket No. DMKA-4502-Mica
Foster & Burleson
Cole Bartlett Mica Prospect
Mitchell County, North Carolina

Bishop
Kilsgaard

Gentlemen:

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

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

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

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

Sincerely yours,

Frank E. Johnson (fw)

ACTING Administrator

WCAnderson:gad 1/4/57
Copy to: Admr. R. File
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

P.C.S.

8623

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

January 4, 1957

Memorandum

To: Mr. C. O. Mittendorf, Administrator

From: L. G. Houk, Chief, Nonmetallic Minerals Division

Subject: Evaluation of Application and Field Examination Report
Docket No. DMEA-4502-Mica
Foster & Burleson
Cole Bartlett Mica Prospect
Mitchell County, North Carolina

Denial of application is recommended.

Mica: Clear ruby, flat and bent, 2 inches wide, minor in abundance when compared with biotite.

Pegmatite: Seems to be a large feldspar deposit, consisting of fine-to-medium grained pink orthoclase, white plagioclase, gray quartz ribs 2 to 4 inches thick, biotite, muscovite and sericite in order of abundance.

Old Workings: Large, irregular open cut 150 feet long by 20 to 50 feet wide and by a maximum of 20 feet deep.

Past production: Has a record of being mined for feldspar for 60 years.

Method of exploring: Applicants proposed a 60 to 75 foot shaft and 100 feet of drifts for which they requested $6,318.

Recommendations:

The Field Team recommends denial of the application for the following reasons:

1. Unfavorable environment for the occurrence of strategic mica.
2. The prospect is primarily a feldspar deposit.
3. Records indicate past production consisted of feldspar and very little mica.
4. Composition of the deposit would make mica mining unprofitable.

The Nonmetallic Minerals Division and the Commodity Members of the Geological Survey and the Bureau of Mines concur.

Walter C. Anderson
W. C. Anderson
Nonmetallic Minerals Division

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

RECEIVED
OCT 11 1956

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as ~~XXXXXXXX~~

In a certain mineral lease executed by Cole Bartlett and wife, Sarah Bartlett, dated October 9th, 1956, in favor of Foster & Burleson, of Bakersville, N.C. Said lease being duly recorded in the official records of Mitchell County, N.C. in the Register of Deeds office for said county, in Book No. 19, Page No. 41, of said records.

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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 9th day of October, 195_.

X his Coles X Bartlett mark	[Seal]	Bakersville, N.C.	[Address]
X her Sarah X Bartlett mark	[Seal]	Bakersville, N.C.	[Address]
	[Seal]		[Address]
Witness to signature	[Seal]		[Address]
R. B. Turner J.P.	[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.

_____

[Corporate Seal]

STATE OF NORTH CAROLINA
MITCHELL COUNTY

The foregoing certificate of R. B. Turner, a Justice of Peace Mitchell County, with his official seal attached, is adjudged to be correct.

~~Let the instrument, with the certificates be registered.~~ This the 9th day of October, 1956.

R. P. Greene
Clerk of the Superior Court

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

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Dated this 9th day of October, 1956.

X Cole X Barnett (his mark)	[Seal]	R.F.D. # 3, Bakersville, N.C.	[Address]
X Sarah X Barnett (her mark)	[Seal]	R.F.D. # 3, Bakersville, N.C.	[Address]
	[Seal]		[Address]
Witness to signatures	[Seal]		[Address]
R. B. Turner J.P.	[Seal]		[Address]
	[Seal]		[Address]

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	[Seal]		[Address]
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R. P. Greene

Clerk of the Superior Court

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

December 17, 1956

RECEIVED DEC 17 1956 DMEA

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: W. F. Dietrich, Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4502 (mica)

Applicant: C. E. Foster and Nat Burleson

Name and Location of Property: Cole Bartlett Prospect, Mitchell County, North Carolina

Date of Field Team Report: 12/7/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 12/13/56

Field Team Recommendation: Recommend denial of application.

Comments:

1. This pegmatite prospect is primarily a feldspar deposit.

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

Recommendation:

I concur with the recommendation of the field team that the application be denied.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

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

RECEIVED DEC 14 1956 DMEA

December 12, 1956
Re: DMEA 4502
Foster & Burleson
Cole Bartlett Mica Prospect
Mitchell County, North Carolina
$6,318.80 - 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 large feldspathic pegmatite body. The property has a long history as a feldspar producer. The pegmatite now exposed contains little strategic muscovite and in the opinion of the examiners lacks the essential characteristics looked for in a potential mica-bearing pegmatite.

The examiners and Field Team recommend denial of the application.

I concur with the recommendation.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
KNOXVILLE 2, TENNESSEE

A

December 7, 1956

Memorandum

To: Operating Committee, DMEA - Washington

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

Subject: Field Team Examination Report - DMEA-4502 (mica) Foster & Burleson, c/o Charles E. Foster, Box 221, Hawk, N.C.

Transmitted are ~~three~~ four copies of the subject examination report, with copies of a sketch map attached.

The Field Team concurs with the recommendations set forth in the report that the application should be denied.

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

Helmuth Wedow
Helmuth Wedow, Geologist
U. S. Geological Survey

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Reviewed by
DMEA OPERATING COMMITTEE
12-12-56
(date)

RECEIVED
DEC 10 1956
D.M.E.A.

December 7, 1956
Denial

EXAMINATION REPORT

ON

DMEA-4502, COLE BARTLETT MICA PROSPECT
(mica)

Applicant: Charles E. Foster, Box 221, Bakersville, N. C. and Nat Burleson, Hawk, North Carolina

Summary

A very large, feldspathic pegmatite body exhibits an unfavorable environment for the occurrence of strategic muscovite. This prospect is primarily a feldspar deposit. No exploration is warranted, therefore it is recommended that the application be denied.

Introduction

Location

The Cole Bartlett Prospect is at 3000 feet elevation in Bear Creek Valley on the western slope of Sparks Ridge, 4.4 airline miles N 19° W of Spruce Pine, Mitchell County, North Carolina. It is 1.2 airline miles S 58° W from the crest of High Knob.

Examination

The prospect was examined November 14, 1956 in the company of Messrs. C. E. Foster and Nat Burleson. One hour was spent on the examination. No facilities are on the property, although water and electricity are nearby.

Geology

This pegmatite has a history of being mined for feldspar as long ago as 60 years.

Works

A large, irregular open cut in weathered material trends N 33° E upslope, is about 150 feet long, 20-50 feet wide and a maximum of 20 feet deep from the present water hole to the original surface. Muck covers the floor of the cut.

Pegmatite

This seems to be a large feldspar deposit, consisting of fine-to-medium grained pink orthoclase, white plagioclase, gray quartz ribs 2 to 4 inches thick, biotite, muscovite and sericite in order of abundance. Some of the orthoclase is white perthite, as noted in a pile of hand-cobbed feldspar in the northern end of the cut.

A predominance of orthoclase exists in a 15 x 8 foot exposure on the

east wall of the cut where 90% of the feldspar is orthoclase and 10% is plagioclase with some quartz ribs, biotite, and muscovite (1/2" wide). In the fine-grained exposure (3 to 4 ft sec.), to the southwest at the water hole, the pegmatite is predominately plagioclase with quartz ribs, and small muscovite.

No strikes or dips were taken because of a lack of contacts.

Dumps exhibit very fine-grained material with no large blocks of muck.

Country Rock

Country rock, consisting of a weathered, chloritic hornblende gneiss juts into the pegmatite in the northern end of the cut. The foliation strikes generally N and dips 60 to 70° E.

Muscovite

Clear ruby, flat and bent muscovite two inches wide is found in the dump material, but is minor in abundance when compared with biotite.

The Applicants spent $200 in excavating two trenches by a bulldozer. One, where the water hole is shown on the map, cost a reported $50, and gave a return of $250 worth of muscovite, while the other cut southeast cost $150 and gave no return.

Conclusions

Denial of the application is recommended because of the poor mineralogic environment that makes this a feldspar deposit. The size and composition of the body would not make mica mining profitable, but will probably be profitable in feldspar.

The figures used in the record of sales on muscovite were reported by the Applicants. The muck or the pegmatite did not indicate that any such production could be made from the small trench.

Examined: November 14, 1956

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

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

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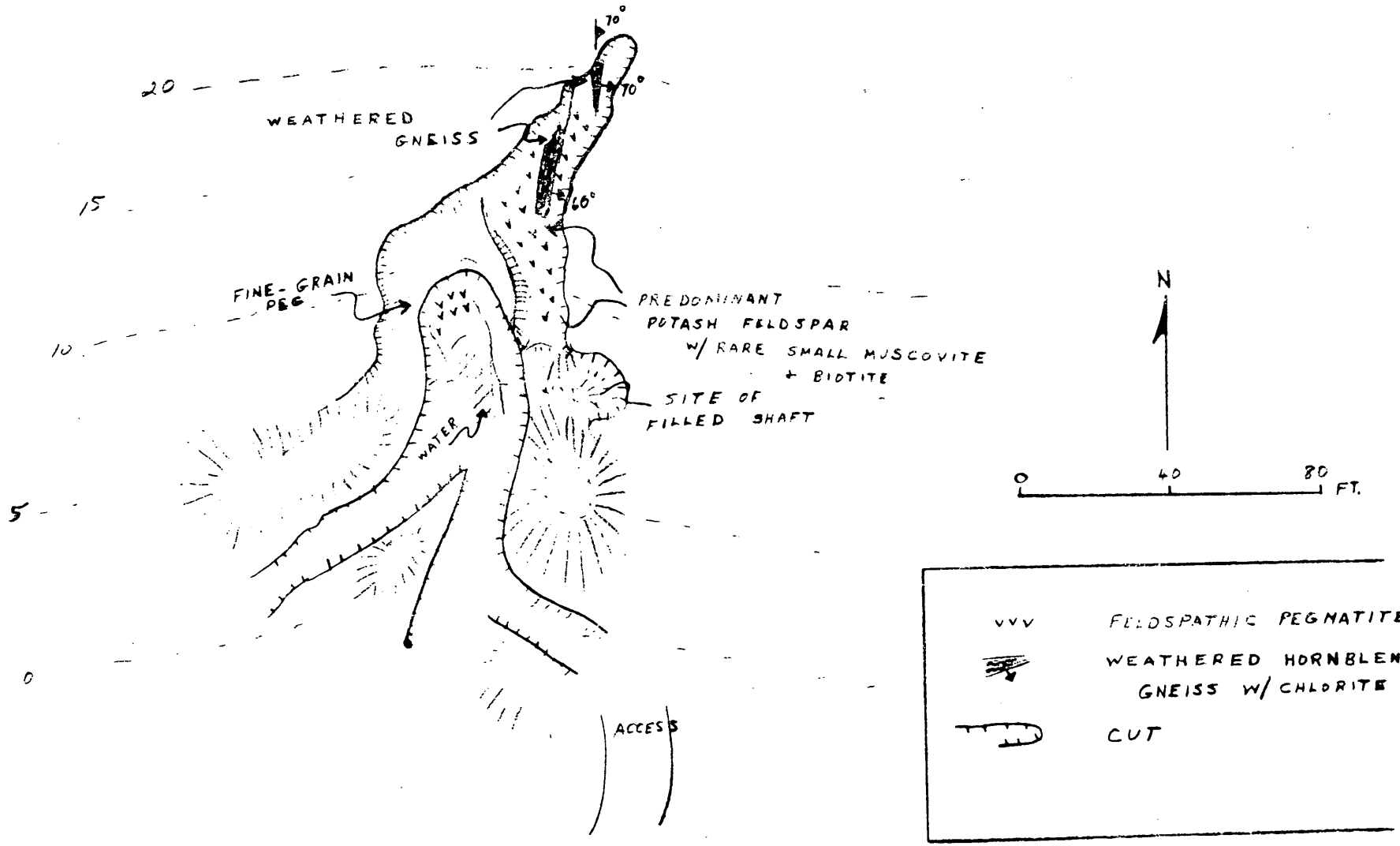
SKETCH OF
THE

COLE BARTLETT MICA PROS.

DMEA - 4502 (MICA)
MITCHELL CO., N.C.



EXAMINED: 11-14-56 ART

Docket Copy
Surname:
Anderson
Houk
Kiilsgaard
Lamb
Selbridge
Johnson

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

NOV - 7 1956

Foster & Burleson
C/O Mr. Charles E. Foster
Box 221
Bakersville, North Carolina

Re: Docket No. DMEA-4502-Mica
Foster & Burleson
Cole Bartlett Mica Prospect
Mitchell County, North Carolina

Gentlemen:

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

The Regional Office will 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,

Frank E. Johnson
(Acting)

ACTING Administrator

WCAnderson:gad 11/2/56
Copy to: Admr. R. File
Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Docket Copy
Surrame:

Docket Copy
Surname:
Anderson
Hoyt
Selfridge
Hyman

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

-7 1956

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

Re: Docket No. DMEA-4502-Mica
Foster & Burleson
Cole Bartlett Mica Prospect
Mitchell County, North Carolina

Dear Mr. Laurence:

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

Copies of memoranda dated October 23 and 31, 1956, by Mr. N. E. Nelson, USGS, and Mr. Donald E. Irving, USBM, respectively, relating to the project are enclosed.

In the event a contract is recommended, please have the applicant furnish a metes and bounds description of the property with a tie-in of the proposed workings to a property line or corners. In this case a location map would be helpful.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Approved:

Frank D. Lamb (FDL)
Member, Bureau of Mines

Thor H. Kiilsgaard (THK)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 11/2/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

Lookout Copy
Surveys

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

RECEIVED NOV 1 1956 D.M.E.A.

October 31, 1956

A

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

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

Subject: DMEA-4502 (mica)

Applicant: Charles E. Foster and Nat Burleson

Name and Location of Property: Cole Bartlett Mica Prospect, Mitchell County, N. C.

Date Application Rec'd. by Br. of Ceramic & Fertilizer Materials: 10/22/56

Comments:

1. Applicants claim to have uncovered a pegmatite containing good ruby mica.

2. Applicants state they have recovered $300.00 worth of good ruby mica in preliminary bulldozing work.

3. Accessibility and facilities are good.

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.

Donald R. Irving

Donald R. Irving

IN REPLY REFER TO:

A

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

RECEIVED
OCT 23 1956

October 23, 1956

Re: DMEA 4502
Foster and Burleson
The Cole Bartlett Mica Prospect
Mitchell County, North Carolina
$6,318.80 - 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 exploring a part of a zoned, 10- to 12-foot, pegmatite recently uncovered by a bulldozer trench. The newly uncovered part is only 30 feet from an old shaft said to be 16 feet deep. A "mica column" is said to have been cut in the shaft and $300.00 worth of mica was recovered from the bulldozed trench.

Referral of the application to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration
Washington 25, D. C.

October 22, 1956

Mr. Charles E. Foster
P. O. Box 221
Bakersville, N. C.

Subject: DMEA-4502
Re: Exploration Assistance
Cole Bartlett Mica Prospect

Dear Mr. Foster

Your application for exploration assistance, dated October 10, 1956 submitted to our office at Knoxville, has been assigned Docket Number DMEA-4502 and referred to the Nonmetallic Minerals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Chief
Operations Control and
Statistics Division

Copy to:

Region V., Knoxville, Tennessee

Code 600

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
OCT 11 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. 4502
Metal or Mineral Mica
Date Received 10-11-56
Estimated Cost $6318.80
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: Charles E. Foster, Box 221, Bakersville, N.C. (A
~~Hays~~ Burleson, Hawk, North Carolina)Partnership
Doing Business as Foster & Burleson,
Box 221, Bakersville, North Carolina.

(*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 A 5½ tract of land in Snow Creek Township, Mitchell County, N.C. being a part of the Cole Bartlett tract of land and more fully described in a lease dated October 9th, 1956, a copy of the said lease being attached hereto. Said lease duly recorded in Book# 19 Page # 41 in Register of Deeds office for Mitchell County, N.C.

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

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

(*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. copy of lease attached hereto.

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

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

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

(*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. do

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

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

16—66551-1

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

.....

(*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 ..... 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.

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)?

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

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on accompanying 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 ....., 195..

.....
(Applicant)

By .....

.....

.....

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

RECEIVED
DEC 10 1956

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DMEA FIELD TEAM REPORT, REGION V

On

DMEA-4502 (mica) COLE BARTLETT MICA PROSPECT
Mitchell County, North Carolina

By

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

and

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

Reviewed by
DMEA OPERATING COMMITTEE
12-12-56
(date)

December 7, 1956
Denial

Re: Foster & Burleson
P.O. Box-221
Bakersville, North Carolina.
-re-
Cole Bartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET No.1.
-re-
FORM MF-103,(Revised)

Section 4-(a) PHYSICAL DESCRIPTION OF PROSPECT.

The proposed Mica Exploration hereinafter to be known and designated as "The Cole Bartlett Mica Prospect", is located in Snow Creek Township, Mitchell County, State of North Carolina, about 500 yards East of the "Bear Creek Public Road", approximately 1¾ miles Northeast of the Bear Creek roads intersection with N.C. State Highway # 26, at the Bear Creek Bridge. The old works which comprised an open cut running roughly NE-SW, and an old shaft approximately 16' deep in the SW end of the old cut is not visible having been recently filled up by excavation work done by a bulldozer. The present works show an open cut roughly 100' wide, 200' ~~deep~~ long and 15' deep at the lowest level. This work was just recently done by means of a Bulldozer uncovering the vien at a point some 30' west of the old covered shaft heretofore mentioned. During this excavation by means of a Bulldozer, some $ 300.00 worth of good ruby mica was recovered, trimmed and sold on the Govt mica market. The proposed exploration can be reached in modern automobile being at the head of a good side road some 500 yds East of the main Bear Creek public road. The applicants intrests in the proposed exploration is that of Leesee's and present operators of the mica prospect.

Section 4-(b) PAST & CURRENT PRODUCTION DATA OF PROSPECT.

The covered cut and old 16' covered shaft heretofore mentioned was opened years ago by old workers then intrested in mining feldspar. In about 1948, the old shaft was reopened to a depth of about 16' by the Buchanan Brothers of Cane Creek community who in sinking the shaft deeper uncovered a mica column near the footwall slate and it is reported that they mined and sold several hundred dollars worth of mica on the open markets. Price of mica at that time being low and the demand slow. The applicants since taking over a lease on the property have uncovered the vien by means of a bulldozer some 30 feet West of the old works and recovered $ 300.00 worth of good ruby mica in the process of the excavation of the surface over the vein. From present signs and indications, there is still a large reserve of good mica to be recovered by proper mining methods.

Section 4-(c) GEOLOGIC DATA OF THE PROSPECT.

The main pegmatite composed mostly of rich feldspar, quartz and granite strikes a course roughly NE-SW at the site of the prospect. The spread of the main body will probably run as much as 10 to 12 feet in places but the mica is confined to a narrow streak of rich mica rock and quartz which probably will not average over 12" to 18" wide in most places. The general dip of the vein is to the South sharply at probably a 65° to 70° slope The vein is of the permanent running type familar to this section of the county with hard grey slated as binders. Very large pods of quartz are common all throught the main body. The mica is a light ruby type of very good grade. Some warpping in a part of the mica seems to be the main defect. The mine run books while not to large will cut 2" X 3" pattern on an average. Having already recovered about $ 300.00 worth of good mica near the surface during the excavation by bulldozer, it is the opinion of the applicants that there is a large amount of good mica in reserve that can be recovered by means of modern mining methods.

To: Joseph A. Ballance
F.C. Ton-Cat
Chickasville, Aurora County.

-x-

Note regarding the proposed
Alphonse Ranch, N.C.

ALPHONSE RANCH, N.C.

-x-

NOTE REGARDING

Section 1-(a) Proposed Lime Impregnation Reservoir

The proposed lime impregnation reservoir to be built and designated as "the new Lacolet Lime Company", is located in Aurora County Kansas, Township Twenty, Range of Ideal Meridian, about 100 yards east of the "Lucy Brown Ranch Road", adjacent thereto. It adjoins property of Ben Lucy Brown Ranch Incorporated with a lot of 1.4. Acres. Adjacent to, and on the west side thereof the old works ready constructed on which are standing roughly 15 ft. and an old brick rectangularly 16' deep in the so are of the old out is not visible having been excessively filled up by excavation work done by a bulldozer. The reservoir works also on open cut roughly 100' wide, 300' long and 12' deep in the lowest level. Side walls and floor are roughly done by means of a bulldozer according the view to a point some 6' deep of the old covered shaft excavation workshop. Making this observation by means of a bulldozer, some 1,000 cubic yards of rock shale were recovered, whence the rock on was both dirt removed. The proposed exploration can be started in rocks mountain coming of the best of a good air road some 100 yds. and of the main best Ucon public road. The equipments already in use of the right type of the proposed exploration is that of Joseph's and Jackson's of the right place.

Section 1-(b) Shaft Excavation Operations.

The covered one and old 15' covered shaft reservoir excavation closed was opened years ago by old workers from Jackson Mining Company. It those days, the old shaft was connected to a depth of about 15' by the Northern Tunnels of the Lucy Company who is starting the shaft depth measured a main connection now the tunnel ran to and is covered with a very stone and soil several hundred worth of side or the open excavation. Size of size of the shaft was the mining shaft. The equipments used taking over a lease on the property and recovered the wide by a bulldozer was to look at and of the old works and recovered a 3,000 cubic of good ruby iron in the quantities of the surface over the shaft. The present state and locations, there is still a large number of good iron to be recovered by Jones mining company.

Section 1-(c) Geological Structure.

The main geological structure society of rock indicate, having regard to existence a course longitudinally in the side of the property. The source of the main body will probably run at about 10 to 15 feet in places but also in conflict to a number of rock mass and large veins possibly with average over 15' to 15' wide in rock zones. The general dip of the vein is to the north slightly at approximately 5' to 15' wide. The vein is of the anticlinal type, type veins to the direction of the mining site and they broaded on thickness. The main body of quartz has become all strongly the north side. The vein is a light rock type of very hard rock zone. Rock composition is part of the mine means to the rock rock areas. No sign has been quite not to large will be 5' 3' 2' present at a varying according rocks, which which of rock also are the certain amount of the certain amount of the quartzo during the excavation of building. It is the right of the principle rock on the is large amount of good iron. In the case that was to proceed by the iron mining, the ore.

Re: Foster & Burleson,
P.O. Box- 221
Bakersville, North Carolina.
-re-
Cole Bartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET No.2.
-re-
FORM MF-103,(Revised)

Section 4-(d) ACESSIBILITY OF PROJECT.

The site of the proposed mica project is very conviently located for purpose of inspection and for mining purposes as it is located at the head of a good gravel road only about 500 yds off the main Bear Creek public road at a point approximately 1¾ miles Northeast of the intersection of the Bear Creek public road with N.C. State Highway # 26. The site can be reached via modern auto transportation by taking N.C. Highway # 26, either North out of Spruce Pine, N.C. for about 4 miles to the Bear Creek highway bridge & intersection with the Bear Creek road, or, taking N.C. Highway # 26, South out of Bakersville, N.C. for about 8 miles to the same intersection. The 1¾ mile of Bear Creek road from the intersection to prospect site is a good gravel road kept up by the county year around. The nearest shiping point is Spruce Pine, N.C. 5 miles distance. Nearest supply point is Spruce Pine, N.C. Nearest residence is that of the landowner, Mr. Cole Bartlett, which is about 300 feet west of the project site.

Section 4-(e) MAN POWER-SUPPLIES-EQUIPMENT, Ects.

Thoroughly experienced mica miners are plentiful in every section of Mitchell County. A sufficient number of these trained miners are available to carry out this proposed project. Mining materials, supplies & equipment not already on hand can be had in Spruce Pine or Penland, N.C. There is a power line within 300 feet of the proposed project and water supply is in excess of the amount needed.

Section 5-(b) PROPOSED WORK AT THE PROJECT.

Starting at a point about 30 feet west SW of the old covered 16 ft shaft, it is proposed to sink a 5' X 7' shaft and to drive this shaft down to a depth of 60 to 75 feet where a contact with the footwall slate is desired. At point of contact with the footwall slate, it is proposed to drive a drift along the footwall slate some 50 feet each way from bottom center of the shaft along the general strike of the main pegmatite body, NE-SW.

Section 5-(d) QUALIFICATIONS OF WORKERS & SUPERVISION.

One of the applicants, Mr. C.E. Foster, is a thoroughly experienced mica miner having operated some several mica mines in the past 12 years. The general supervision of the proposed mining project will be under Mr. Foster's personal directions at all times during the period of the project. Such other men that will be hired for work on this project would be carefully selected as fully experienced miners.

Section 6-(a) INDEPENDENT CONTRACTS.----None.

Re: Foster & Burleson,
P.O. Box- 281
Bakersville, North Carolina.
-re-
Cole Hartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENTARY REPORT No.2.
-re-
Form M-103,(Revised)

Section 4-(d) ADVISABILITY OF PROJECT.

The site of the proposed mica project is very conveniently located for purpose of inspection and for mining purposes as it is located at the head of a good gravel road only about 300 yds off the main Bear Creek public road at a point approximately 1½ miles Northeast of the intersection of the Bear Creek public road with N.C. State Highway # 26. The site can be reached via modern auto transportation by taking N.C. Highway # 26, either North out of Spruce Pine, N.C. for about 4 miles to the Bear Creek highway bridge - intersection with the Bear Creek road, or, taking N.C. Highway # 26, South out of Bakersville, N.C. for about 8 miles to the same intersection. The 1½ mile of Bear Creek road from the intersection to prospect site is a good gravel road kept up by the county year round. The nearest shipping point is Spruce Pine, N.C. 3 miles distance. Nearest supply point is Spruce Pine, N.C. Nearest residence is that of the landowner, Mr. Cole Hartlett, which is about 300 feet west of the project site.

Section 4-(e) MAN POWER-MACHINES-EQUIPMENT, Note.

Thoroughly experienced mica miners are plentiful in every section of Mitchell County. A sufficient number of these trained miners are available to carry out this proposed project. Mining materials, supplies & equipment not already on hand can be had in Spruce Pine or Penland, N.C. There is a power line within 300 feet of the proposed project and water supply is in excess of the amount needed.

Section 5-(b) PROPOSED WORK AT THE PROJECT.

Starting at a point about 30 feet west of the old covered 16 ft shaft, it is proposed to sink a 3' X 7' shaft and to drive this shaft down to a depth of 60 to 75 feet where a contact with the footwall slate is seated. At point of contact with the footwall slate, it is proposed to drive a drift along the footwall slate some 30 feet each way from bottom center of the shaft along the general strike of the main pegmatite body, N.E.-S.W.

Section 5-(d) QUALIFICATIONS OF LOGGING & SUPERVISION.

One of the applicants, Mr. O.E. Foster, is a thoroughly experienced mica miner having operated some several mica mines in the past 15 years. The general supervision of the proposed mining project will be under Mr. Foster's personal directions at all times during the period of the project. Such other men that will be hired for work on this project would be carefully selected as fully experienced miners.

Section 5-(e) INDEPENDENT CONTRACTS.----None.

Re: Foster & Burleson,
P.O. Box 221,
Bakersville, North Carolina.
-re-
Cole Bartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET No.3.
-re-
FORM MF-103,(Revised)

Section 6-(b) LABOR-SUPERVISION UNIT COSTS. (16 Week Period)

No.	Classification	Hr. Rate	Wkly Rate	Mthly Rate	16 Week Period 640 Wk'g Hours	
(1)	Supervisor	$ 1.75	$ 70.00	$ 280.00	$ 1120.00	"
(1)	Drill Optr.	1.50	60.00	240.00	960.00	"
(1)	Hoist Optr.	1.25	50.00	200.00	800.00	"
(2)	Muckers @ $1. ea	2.00	80.00	320.00	1280.00	"
(5)	Man Crew	$ 6.50	$ 260.00	$1040.00	$ 4160.00	3200 Hrs

Section 6-(c) OPERATING MATERIALS & SUPPLIES.--(Purchase Basis)

Unit	Items	No. Units	Unit Cost	Est. Period Cost
Gal.	Gasoline	500	$ 0.22	$ 110.00
Qts.	Motor Oil	150	0.20	30.00
Ea.	Line Lubricator	1	20.00	20.00
Lft.	Metal Pipe 1"	200	0114	28.00
Lbs.	Dynamite 40%	500	0.25	125.00
Ea.	El. Exploders 6"	400	0.14	56.00
Lft.	Air Hose	50	0.60	30.00
Lft.	Tung. Drill Steel	24	6.40 (2-6' runs)	153.60
Ea.	El. Blast'g Battry	1	25.00	25.00
Lft.	El. Lead Line	100	0.08	8.00
Ea.	Mine Bucket	1	5.00	5.00
TOTALS				$ 590.60

Section 6-(d) OPERATING EQUIPMENT.--(Monthly Rental Basis)

Unit	Items	No. Units	Monthly Cost	Period Cost
Ea.	Air Compressor	1	$ 125.00	$ 500.00
Ea.	Jackhammer Drill	1	50.00	200.00
Ea.	Gas Water Pump, 2"D.	1	35.00	140.00
Ea.	1 ton Gas Hoist	1	35.00	140.00
Ea.	Jackleg	1	10.00	40.00
TOTALS		5	$ 255.00	$1020.00

Section 6-(f) BUILDINGS & INSTALLATIONS.--(Purchase Basis)

Unit.	Items.	No.	Unit Cost.	Period Cost
(1)	Tool House	1	$ 75.00	$ 75.00
(1)	Powder Magazine	1	25.00	25.00
(1)	Exploder Magazine	1	15.00	15.00
TOTALS		3	$115.00	$ 115.00

Section 6-(g) MISCELLANEOUS EXPENSES.

Federal Payroll Taxes @ 2% of $ 4160.00 payroll	$ 83.20
Employer's Liability Ins. (5 Man Crew) Est.	150.00
Employee's Group Ins. (Estimated)	200.00
TOTALS	$ 433.20

Section 6-(h) CONTINGENCIES.------None.

Re: Foster & Burleson,
P.O. Box 221,
Lakeresville, North Carolina.
-to-
Dole Bertlett Pice Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET No.3.
-to-
FORM LF-105.(Revised)

Section 6-(b) LABOR-SUPERVISION UNIT COSTS. (16 week Period)

No.	Classification	Rate	Hrly Rate	16 week Period 640 Hr's Hours
(1)	Supervisor	$ 1.75	$ 70.00	$ 1120.00
(1)	Drill Optr.	1.50	60.00	960.00
(1)	Hoist Optr.	1.25	50.00	800.00
(2)	Muckers @ $1. ea	2.00	80.00	1280.00
(3)	Man Crew	6.50	260.00	4160.00
				8320.00

Section 6-(c) OPERATING MATERIALS & SUPPLIES.--(Purchase Basis)

Unit	Items	No. Units	Unit Cost	Est. Period Cost
Gal.	Gasoline	300	$ 0.22	$ 110.00
Qts.	Motor Oil	150	0.50	80.00
Ea.	Line Lubricator	1	20.00	20.00
Ft.	Total Pipe 1"	200	0114	28.00
Lbs.	Dynamite 40%	500	0.25	125.00
Ea.	El. Exploders 6*	400	0.14	56.00
Ft.	Air Hose	50	0.60	30.00
Ft.	Tung. Drill Steel	24	6.40 (2-6' runs)	153.60
Ea.	El. Blast'g Battry	1	28.00	28.00
Ft.	El. Lead Line	100	0.08	8.00
Ea.	Line Bucket	1	8.00	8.00
TOTALS				$ 590.60

Section 6-(d) OPERATING EQUIPMENT.--(Monthly Rental Basis)

Unit	Items	No. Units	Monthly Cost	Period Cost
No.	Air Compressor	1	$ 125.00	$ 500.00
Ea.	Jackhammer Drill	1	80.00	320.00
Ea.	Water Pump, 2"D.	1	35.00	140.00
Ea.	1 ton Gas Hoist	1	35.00	140.00
Ea.	Jackleg	1	10.00	40.00
TOTALS		5	285.00	1020.00

Section 6-(f) BUILDINGS & INSTALLATIONS.--(Purchase Basis)

Unit.	Items.	No.	Unit Cost.	Period Cost
(1)	Tool House	1	$ 75.00	$ 75.00
(1)	Powder Magazine	1	35.00	35.00
(1)	Exploder Magazine	1	15.00	15.00
TOTALS		3	125.00	125.00

Section 6-(g) MISCELLANEOUS EXPENSES.

Federal Payroll Taxes @ 2% of $ 4100.00 payroll	$ 82.00
Employer's Liability Ins. (3 Man Crew) Est.	150.00
Employee's Group Ins. (Estimated)	300.00
TOTALS	$ 432.00

Section 6-(h) SUNDRY ITEMS.------None.

Re: Foster & Burleson,
P.O. Box 221,
Bakersville, North Carolina.
-re-
Cole Bartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET NO.4.
-re-
FORM MF-103,(Revised)

Section 7-(b) EXPLINATION OF APPLICANTS 25% PARTICIPATION IN PROJECT.

The applicants will furnish all necessary small tools and heavy mining equipment amounting to $ 840.00 of the estimated rental cost of this equipment for the 16 week period which is $ 1020.00. In addition to this the applicants will meet $ 739.50 of the setimated $ 4160.00 cost of the 16 week payroll. The $ 840.00 on equipment plus the $ 739.50 on the payroll expenses being equivilent to 25% costs of the proposed project expenses, $ 6318.80 less 25% $ 1569.80, Balance 75% $ 4748.10

A RECAPITULATION OF ESTIMATED 16 WEEKS COSTS OF PROJECT
----BY UNITS----

6-(b)	Labor & Supervision,	16 week Period------$			4160.00
6-(c)	Operating Materials,	16 "	"	------	590.60
6-(d)	Operating Equipment,	16 "	"	------	1020.00
6-(f)	Bldgs & Installns ,	16 "	"	------	115.00
6-(g)	Miscellaneous Exps ,	16 "	"	------	433.20
Total Estimated Costs---------16 Week Period------$					6318.80

A GENERAL SUMMARY OF PROJECT EXPENSES AND THE GOVERNMENT & OPERATORS PARTICIPATION

TOTAL ESTIMATED COSTS OF PROJECT, 16 WEEK PERIOD--$ 6318.80
LESSEE'S SHARE OF ABOVE @ 25% OF ESTIMATED COSTS-- 1569.70
TOTAL AMOUNT OF LOAN SOLICITED FROM GOVERNMENT,75% 4748.10

Respectfully submitted

Foster & Burleson, (Partnership)

By [signature]

P.O. Box 221
Bakersville, North Carolina

Re: Foster & Burleson,
P.O. Box 221,
Bakersville, North Carolina.
-re-
Cole Bartlett Mica Prospect
Mitchell County, N.C.

SUPPLEMENT SHEET NO.4.
-re-
FORM LT-103.(Revised)

Section 7-(b) ELIMINATION OF MINIMUM 25% PARTICIPATION IN PROJECT.

The applicants will furnish all necessary small tools and heavy mining equipment amounting to $ 840.00 of the estimated rental cost of this equipment for the 16 week period which is $ 1020.00. In addition to this the applicants will meet $ 739.50 of the estimated $ 4180.00 cost of the 16 week payroll. The $ 840.00 on equipment plus the $ 739.50 on the payroll expenses being equivalent to 25% costs of the proposed project expenses, $ 6318.80 less 25% $ 1579.70, Balance 75% $ 4749.10

1. RECAPITULATION OF ESTIMATED 16 WEEK COSTS OF PROJECT
----BY UNITS----

6-(b)	Labor & Supervision,	16 week Period------			$ 4180.00
6-(c)	Operating materials,	16	"	" ------	920.00
6-(d)	Operating Equipment,	16	"	" ------	1020.00
6-(f)	Bldgs & Installations ,	16	"	" ------	118.00
6-(g)	Miscellaneous Expe ,	16	"	" ------	482.80
Total Estimated Costs----------16 week Period------					$ 6318.80

A GENERAL SUMMARY OF PROJECT EXPENSES AND THE GOVERNMENT & OPERATORS PARTICIPATION

TOTAL ESTIMATED COSTS OF PROJECT, 16 WEEK PERIOD--$ 6318.80
LESSER'S SHARE OF ABOVE @ 25% OF ESTIMATED COSTS-- 1579.70
TOTAL AMOUNT OF LOAN SOLICITED FROM GOVERNMENT,75% $ 4749.10

Respectfully submitted

Foster & Burleson, (Partnership)

By _____

P.O. Box 221
Bakersville, North Carolina

MINING LEASE

RECEIVED
OCT 11 1956

State of North Carolina Mitchell County:

This indenture made this 9th day of October, 1956 ~~XXXX~~

between Cole Bartlett and wife, Sarah Bartlett,

of Mitchell County and State of North Carolina as party of the first part, and known as lessor s, and C.E. Foster and ~~FNAT~~ NAT Burleson (A Partnership)

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

WITNESSETH, That the part ies 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: Being a part of the Cole Bartlett 25 acre tract in Snow Creek Township, Mitchell County, N.C. as follows: Begining at the road bars, about 175 feet East of the Barlett residence and runs in a S.E. direction up and with the top of a small ridge 265 feet to the line fence between Cole Bartlett and Milt English property; thence in a N.E. direction along said line fence 352 feet to the Large Poplar corner; thence in a N.E direction along the west edge of the woods 324 feet to a stake corner on top of of a small ridge; thence in a westward course 400 feet to a stake corner on top of a ridge; thence a southward course 560 feet to the begining. Containing 5½ acres more or less.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of ~~five~~ 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. All branches are to be kept open for drainage purposes.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part ies of the first part, or his or their heirs or assigns, a rental royalty of (1/8th) 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~~ 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 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 lessors 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 No Option, 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 lessors. 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:

R B Turner J.P.

his
Cole X Bartlett (Seal)
mark

her
Sarah X Bartlett (Seal)
mark

C E Foster (Seal)

Nat Burleson (Seal)

North Carolina
Mitchell County,

Personally appeared before me Cole Bartlett and wife Sarah Bartlett parties of the first part and C. E. Foster and Nat Burleson parties of the second part and signed the within mining lease for the purposes therein expressed,

witness my hand and private seal this 9th day of Oct 1956

R. B. Turner
J. P.

STATE OF NORTH CAROLINA
MITCHELL COUNTY

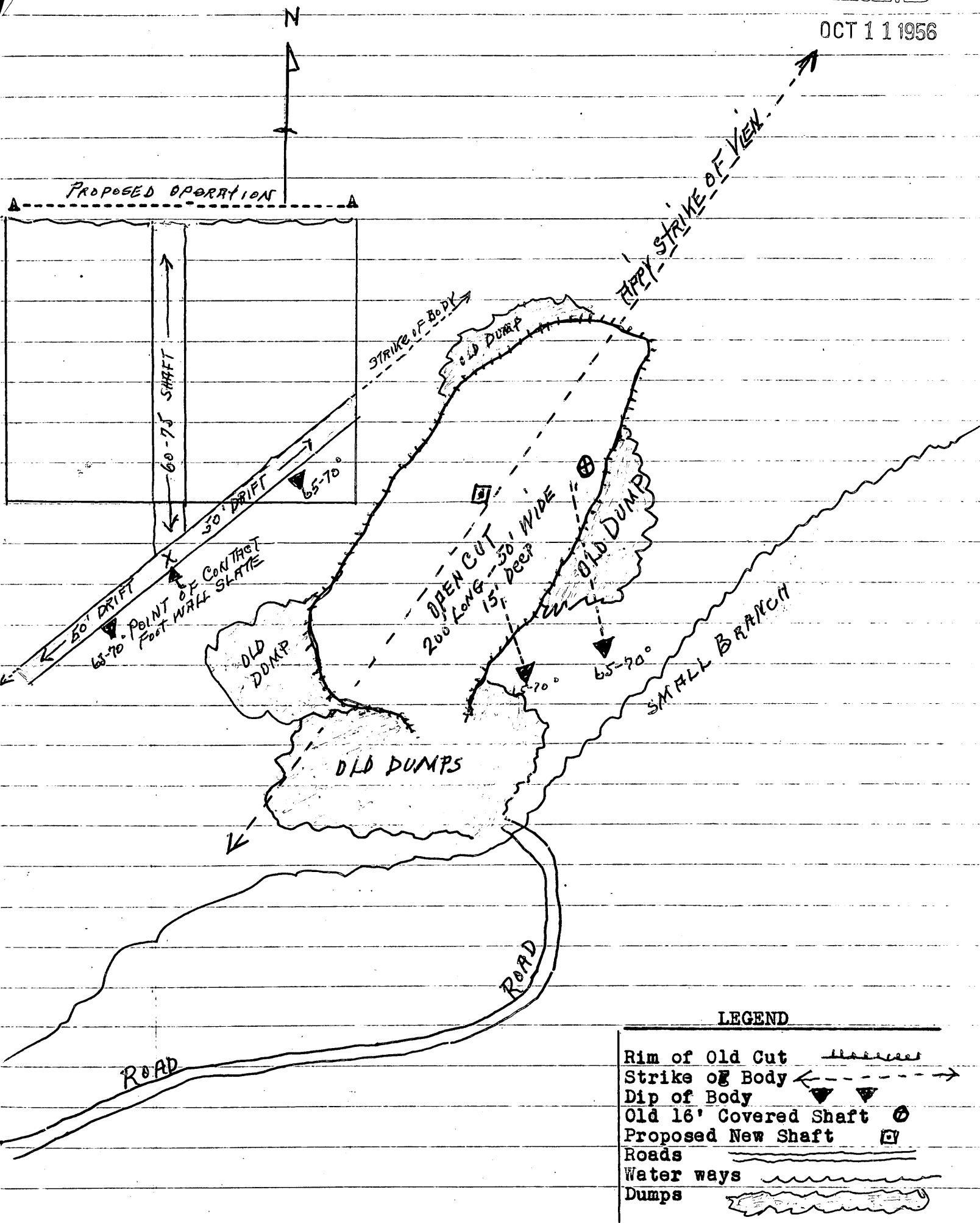
The foregoing certificate of R. B. Turner, a Justice of Peace Mitchell County, with his official seal attached, is adjudged to be correct.

Let the instrument, with the certificates be registered. This the 9th day of October, 1956

R. P. Greene
Clerk of the Superior Court

Filed for Registration on the 9 day of Oct. 1956 at 10:15 o'clock A M., and Registered in the office of the Register of Deeds for Mitchell County, N. C. this 9 day of Oct 1956 at 10:30 o'clock A M., in Book 19 of Deeds, on Page 41 etc.

Bill Masters
Register of Deeds

A ROUGH SKETCH OF THE "COLE BARTLETT MICA PROSPECT"
MITCHELL COUNTY, N.C.
Foster & Burleson, P.O. Box 221, Bakersville, N.C.

RECEIVED
OCT 11 1956