

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 30, 2012

AMERICAN STRATEGIC MINERALS CORPORATION

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other jurisdiction
of incorporation)

333-171214

(Commission File Number)

01-0949984

(IRS Employer Identification No.)

31161 Hwy. 90
Nucla, CO 81424

(Address of principal executive offices)

81424

(Zip Code)

Registrant's telephone number, including area code:

Copies to:

Harvey J. Kesner, Esq.
61 Broadway, 32nd Floor
New York, New York 10006
Telephone: (212) 930-9700

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into Material Definitive Agreement

On January 30, 2012, American Strategic Minerals Corporation (the “Company”) entered into a Mining Claim and Lease Sale/Purchase Agreement with Robert A. Larson, the owner of certain unpatented mining claims known as the Pitchfork Claims (the “Claims”) and the lessee of the surface rights (the “Lease”) in, on and under a portion of the Claims (the “Agreement”). Pursuant to the terms of the Agreement, Mr. Larson sold and quitclaimed the Claims to the Company under a quitclaim deed (the “Quitclaim Deed”) and assigned the Lease to the Company pursuant to a lease assignment in consideration for an aggregate purchase price One Hundred and Fifty Thousand Dollars (\$150,000). Pursuant to the terms of the Agreement and the Quitclaim Deed, the Company shall pay to Mr. Larson a Production Royalty, on a quarterly basis, equal to 5% of the fair market value (calculated pursuant to the terms of the Quitclaim Deed) of all crude ores containing uranium, vanadium and associated and related minerals mined and shipped or sold from the Claims or fed to “Initial Process” (defined in the Quitclaim Deed as “any processing or milling procedure to up-grade, concentrate or refine crude ores, including custom milling or other processing arrangement whereby title to the crude ore and all products derived therefrom is retained by the [Company]”).

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibit listed in the following Exhibit Index is filed as part of this Current Report on Form 8-K.

Exhibit No.	Description
10.1	Mining Claim & Lease Sale/Purchase Agreement
10.2	Form of Quitclaim Deed
10.3	Assignment of Surface Lease

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 3, 2012

AMERICAN STRATEGIC MINERALS CORPORATION

By: /s/ George Glasier
Name: George Glasier
Title: President and Chief Executive Officer

MINING CLAIM & LEASE SALE/PURCHASE AGREEMENT

THIS MINING CLAIM & LEASE SALE/PURCHASE AGREEMENT (the "Agreement") is made effective this **Thirtieth (30th) day of January, 2012** ("Effective Date"), by and between **Robert A. Larson**, a Colorado resident, whose address is P.O. Box 85, Ouray, Colorado 81427, ("LARSON") and **American Strategic Minerals Corporation**, a Colorado corporation, whose address is 31161 Hwy 90, P.O. Box 888, Nucla, Colorado 81424 ("AMICOR"). LARSON and AMICOR may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, LARSON is the owner of certain unpatented mining claims (the "Claims") known as the Pitchfork Claims, a list of which is attached hereto as Exhibit A; and is lessee of the surface rights (the "Lease") in, on and under a portion of the Claims under that certain Surface Lease by and between Barrett Brothers, Inc., as lessor, and LARSON, as lessee, dated the 29th day of August, 2008, a copy of which is attached hereto as Exhibit C, located in San Miguel County, Colorado (the Claims and Surface Lease may collectively be referred to herein as the "Property"):

- i. Unpatented Mining Claims:
 - a. PJ10 through PJ39; BLM CMC numbers 271269 through 271298; San Miguel County reception numbers 396463 through 396492.
- ii. Surface Lease:
 - a. Township 44 North, Range 16 West, N.M.P.M., Section 33, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ (approximately 240 acres)
 - b. Township 43 North, Range 16 West, N.M.P.M., Section 4, Lots I and II (approximately 80 acres)

AND WHEREAS, LARSON desires to sell and assign the Property to AMICOR and AMICOR desires to acquire all rights, title and interest in and to the Property from LARSON on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Sale and Quitclaim of Claims. LARSON hereby agrees to sell and quitclaim the Claims to AMICOR under a Quitclaim Deed in the form as attached hereto as Exhibit B, and AMICOR hereby agrees to accept said Claims with the following conditions:

- a) AMICOR agrees and covenants to except, reserve, and retain for LARSON, or LARSON's successors and assigns, a 5% production royalty, as further described and defined in Exhibit B, attached hereto (the "Royalty").

- b) In the event that AMICOR fails to maintain the Claims in good standing, then for a period of twenty (20) years, AMICOR agrees and covenants to except, reserve, and retain for LARSON, or LARSON's successors and assigns, the Royalty on any interests in the locatable minerals covered by the Claims acquired by AMICOR, or AMICOR's successors or assigns.
- c) AMICOR agrees to indemnify and save harmless LARSON against any and all environmental liabilities associated with the Property that are caused by actions and/or inactions occurring at the Property after Closing, as defined below.

2. Sale and Assignment of Lease. LARSON hereby agrees to assign the Lease to AMICOR under and Lease Assignment in the form as attached hereto as Exhibit D, and AMICOR hereby agrees to accept said assignment, and agrees and covenants to perform all of LARSON's obligations under the Lease, including the payment of any dues under the lease, which may become due to the lessor under the Lease, pursuant to the terms and conditions contained therein.

3. Payment and Other Consideration. AMICOR shall pay to LARSON for the purchase of the Claims and assignment of the Lease, the sum of One Hundred Fifty Thousand Dollars and No/100 (US\$150,000.00).

4. The Closing. The consummation of the transactions contemplated by this Agreement shall take place on the **Thirtieth (30th) day of January, 2012**, at the offices of AMICOR located in Nucla, Colorado, or at such other time, date, location or manner as the Parties may agree (the "Closing").

5. Deliveries at the Closing. At the Closing: (i) LARSON shall deliver to AMICOR an executed Quitclaim Deed of the Claims substantially in form as set forth in Exhibit B attached hereto; (ii) LARSON shall deliver to AMICOR an executed Assignment of the Lease substantially in the form as set forth in Exhibit D attached hereto; (iii) LARSON shall deliver to AMICOR all geological data and technical information in his possession that pertains to lands and minerals of the Property, and (iv) AMICOR shall deliver to LARSON good funds for the sum of One Hundred Fifty Thousand Dollars and No/100 (US\$150,000.00).

6. Representations and Warranties of LARSON. LARSON represents and warrants to AMICOR that the statements contained in this Section 6 will be correct and complete at Closing:

a. Formation and Good Standing. LARSON is a Colorado resident, and is qualified to do business in states where necessary to carry out the purposes of this Agreement.

b. Authority. LARSON has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement constitutes a valid and legally binding obligation of LARSON enforceable in accordance with its terms and conditions. To the best of his knowledge, LARSON need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The

execution, delivery and performance of this Agreement, and all other agreements contemplated hereby, have been duly authorized by LARSON.

c. Other Agreements. LARSON will not breach the Lease, or any other agreement or arrangement, by entering into or performing this Agreement, and no consent is required by any party to the Lease, or any other person or entity, in connection with entering into or performing this Agreement.

d. No Prohibitions. To the knowledge of LARSON, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which LARSON is subject, or (ii) result in the imposition or creation of any lien or encumbrance upon or with respect to the Property.

e. Claims Ownership. LARSON is the sole owner of the Claims, LARSON has not sold, leased, or otherwise encumbered the Claims under separate agreements with any other party, and LARSON has the full right to assign the Claims to AMICOR. To the best of LARSON's knowledge, the Claims are free and clear of all encumbrances, rights or claims of third parties; however for the purposes of this Agreement, LARSON does not represent or warrant that the mineral rights reserved by the Claims are free of any third party encumbrances.

f. Lease Ownership. To the best of LARSON's knowledge, LARSON is the sole lessee under the Lease, the sole lessee of surface mining rights in, on and under the lands included in the Surface Lease, and such lease is free and clear of all encumbrances, rights or claims of third parties, and LARSON has the full right to assign its rights under the Lease to AMICOR.

g. Title and Condition. LARSON has delivered to AMICOR a true and complete copy of the Lease; and: (i) the Lease is in full force and effect; (ii) LARSON is in full compliance with all material obligations under, and there is no actual or alleged breach of or default of, any material provision of the Lease; and (iii) LARSON has not received notice from the counterparties to the Lease of any breach.

7. Representations and Warranties of AMICOR. AMICOR hereby represents and warrants to LARSON that the statements contained in this Section 7 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing date:

a. Formation and Good Standing. AMICOR is a Colorado corporation organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and is qualified to do business and is in good standing in those states where necessary to carry out the purposes of this Agreement.

b. Authority. AMICOR has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement constitutes a valid and legally binding obligation of AMICOR, enforceable in accordance with its terms and conditions. AMICOR need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or

governmental agency in order to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement, and all other agreements contemplated hereby, have been duly authorized by AMICOR.

c. Other Agreements. AMICOR will not breach any other agreement or arrangement by entering into or performing this Agreement.

d. No Prohibitions. To the knowledge of AMICOR, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which AMICOR is subject, or any provision of AMICOR' Articles of Incorporation, Bylaws, or other governing documents, or (ii) result in the imposition or creation of any lien or encumbrance upon or with respect to the Property.

8. Conditions to AMICOR's Obligations to Close. AMICOR's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to the satisfaction of the following conditions:

a. Representations and Warranties are True. The representations and warranties of LARSON set forth in Section 6 above shall be true and correct in all material respects at and as of the Closing.

b. Delivery of Quitclaim Deed. LARSON shall have executed and delivered to AMICOR the executed Quitclaim Deed in the form attached hereto as Exhibit B.

c. Delivery of Assignment. LARSON shall have executed and delivered to AMICOR the executed Assignment in the form attached hereto as Exhibit D.

d. Delivery of Data. LARSON shall deliver to AMICOR all geological data and technical information in his possession that pertains to the Property.

9. Conditions to LARSON's Obligations to Close. LARSON's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to the satisfaction of the following conditions:

a. Representations and Warranties are True. The representations and warranties of AMICOR set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing.

b. Delivery of Payment. AMICOR shall have delivered to LARSON a payment for the sum of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00).

10. Termination. Either Party may terminate this Agreement if the other Party has not met any of the conditions or obligations to close as set forth in this Agreement by the Closing date, upon written notice to the Party prior to Closing. If any Party terminates this Agreement pursuant to this Section, all rights and obligations hereunder shall terminate without any liability of any Party to the other Party.

11. Confidentiality. All information provided by any Party to the other Party in furtherance of this Agreement shall be treated by the Parties as confidential until Closing and shall not be disclosed by any Party to any person, other than a director, officer, employee, agent, shareholder or professional advisor of or to such Party with a need to know for purposes connected with this Agreement. If any Party discloses confidential information to any person, as provided in this Section, such Party shall require the person to whom the disclosure is made to keep such information confidential and will be liable for any breach of confidentiality by that person. This Section does not apply to (i) information in the public domain, (ii) disclosures made by a Party in a news release or other public filing required under applicable securities laws, rules and regulations, (iii) information already known or independently developed by a Party or (iv) information as may be required to be disclosed by applicable law or court order.

12. Miscellaneous.

a. Further Assurances. From and after the Effective Date, and from time to time at the request of either Party, the other Party shall, without further consideration, execute and deliver such instruments of transfer, assignment and assumption, and take such other actions as may reasonably be necessary, to consummate the transactions provided for by this Agreement.

b. Notices. All notices, requests, demands, and other communications shall be in writing and addressed as follows and shall be deemed delivered when actually received by the receiving Party:

If to LARSON: Robert A. Larson
 P.O. Box 85
 Ouray, Colorado 81427

If to AMICOR: American Strategic Minerals Corporation
 Attention: George Glasier, President
 31161 Hwy 90, P.O. Box 888
 Nucla, Colorado 81424

c. Entire Agreement. This Agreement (including all documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this Agreement. This Agreement may not be modified, changed or terminated orally or in any manner other than by a written agreement executed by the Parties.

d. Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of the Parties and their respective successors and assigns.

e. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, except for conflict of laws and insofar as it may become necessary to comply with federal statutes, rules or regulations. The parties consent to jurisdiction and venue within Montrose County, Colorado with respect to any dispute arising or related to this Agreement.

f. No Implied Covenants. The Parties agree that no implied covenants or conditions whatsoever shall be read into this Agreement relating to the assignment of the Lease.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The Parties intend that facsimile signatures or signatures in an electronic image file constitute original signatures and that a facsimile or electronic image file containing the signatures of the Parties is binding on the Parties.

h. Expenses. Except as expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

i. Authority of Signers. The individuals signing this Agreement on behalf of the Parties represent that they have the required authority to execute this Agreement and no other signatures are necessary.

j. Attorneys' fees. If either Party brings suit to enforce or interpret this Agreement, or any document, instrument or agreement delivered pursuant to this Agreement, or with respect to any other issue related to this Agreement, the prevailing Party shall be entitled to recover from the other Party the prevailing Party's reasonable attorneys' fees and costs, including expert witness fees, incurred in any such action or in any appeal from such action, in addition to any other relief to which the prevailing Party is entitled.

IN WITNESS WHEREOF, LARSON and AMICOR have executed this Agreement to be effective as of the date first set above.

Robert A. Larson,
a Colorado resident

American Strategic Minerals Corporation,
a Colorado corporation

Robert A. Larson

George Glasier, President

Exhibit B
(Mining Claim & Lease Sale/Purchase Agreement)

QUITCLAIM DEED

Know all men by these presents:

That Robert A. Larson, P. O. Box 85, Ouray, Colorado 81427, Grantor, hereby quitclaims, assigns and transfers to American Strategic Minerals Corporation, 31161 Hwy 90, P.O. Box 888, Nucla, CO 81424, Grantee, and/or its successors and assigns, all right, title and interest of the Grantor in and to the following described unpatented mining claims located in San Miguel County, Colorado:

Claims PJ10 through PJ39, BLM CMC numbers 271269 through 271298, located in San Miguel County, Colorado, (Reception Numbers 396463 through 396492 in the land records of San Miguel County) also known as the Pitchfork claims (hereafter "the Claims").

Together with all and singular any improvements thereon and tenements, hereditaments and appurtenances thereto, but excepting and reserving and retaining to Grantor, his heirs, successors and assigns, a nonparticipating production royalty interest on all ores produced from the Claims which shall run with the Claims, such royalty interest being defined and calculated according to paragraphs 1 through 4 below:

1. Grantee shall pay Grantor a Production Royalty of Five-Percent (5.0%) of the "fair market value", determined as hereinafter provided, of all crude ores containing uranium, vanadium and associated and related minerals mined and shipped or sold from the Claims or fed to Initial Process.
2. If ores mined from the Claims are sold by Grantee in a crude state to an independent mill or other reduction works, "fair market value" shall mean the gross amount received by Grantee for such crude ores mined and sold to a mill or other plant (hereinafter referred to collectively as "Receiving Plant"), f.o.b. the mill, including any subsidy, bonus or equivalent thereof payable by the federal government or any agency thereof or from any other source as a result of the production, sale or disposal of crude ore; providing that payment of royalties on such subsidy or bonus is not contrary to law or governmental regulation.
3. If Grantee does not sell crude ore to a Receiving Plant but elects to feed such ore to "Initial Process," as herein defined, it will pay Grantor Five-Percent (5.0%) of the fair market value of all crude ores mined and removed from the Claims and fed to "Initial Process". "Initial Process" as used herein shall mean any processing or milling procedure to up-grade, concentrate or refine crude ores, including custom milling or other processing arrangement whereby title to the crude ore and all products derived therefrom is retained by Grantee. "Fair market value" as used in this Paragraph 3 shall mean the value of such crude ores, f.o.b. the mill, as determined by the prevailing market price for ores of similar geological

characteristics, grade, quantities and metallurgical characteristics at the time of delivery of said ores and shall include any subsidy, bonus or equivalent thereof, payable to or by the federal government or any agency thereof or from any other source as a result of the production sale or disposal of crude ore, providing the payment of royalties on such subsidy or bonus is not contrary to law or government regulation.

4. Unless crude ores are fed to Initial Process by Grantee or unless otherwise required by law or by regulation or action of a governmental agency, Grantee will make reasonable efforts to ship all ores mined hereunder to the Receiving Plant offering the most favorable terms for the quantity available, and will appropriately bill the ores to show that they are from the Claims. Most favorable terms shall be defined as the highest compensation that can be obtained from a mill, after deducting the costs for shipping the ore. Irrespective of the above provision, Grantee shall have the right to enter into long term marketing contracts for the marketing of mine production from the Claims, under which the price paid pursuant to such contract shall be determinative of the fair market value of the ores for purposes of royalty calculation. In negotiating any such long term marketing contracts, Grantee agrees to utilize reasonable efforts in an attempt to have included in such contracts provisions providing for escalation or de-escalation of price to reflect changes in the market prices for the mine production during the term of the contracts.

Royalties shall be paid by Grantee quarterly on or before the last day of the month succeeding the end of each calendar quarter for the immediate preceding quarter. At the time of payment, Grantee shall provide Grantor with a detailed statement showing production from the Claims, all sales of such production, and the calculation of the royalty payment. Grantor or his designee shall have the right to inspect and audit the books and records of Grantee, or of any affiliate or party related to Grantee, to verify the calculation of the royalty.

Witness my hand signed below this **Thirtieth (30th) day of January, 2012.**

Grantor:

Robert A. Larson

State of Colorado:

County of Ouray:

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by Robert A. Larson who attested the same as his free and voluntary act and deed. Witness my hand and official seal. My commission expires _____.

Notary Public

Exhibit D

(Mining Claim & Lease Sale/Purchase Agreement)

ASSIGNMENT OF SURFACE LEASE

THIS ASSIGNMENT OF SURFACE LEASE ("Assignment") is entered into this **Thirtieth (30th) day of January, 2012** (the "Closing date"), by and between Robert A. Larson, a Colorado Resident, whose address is P.O. Box 85, Ouray, Colorado 81427 ("Assignor"), and American Strategic Minerals Corporation, a Colorado corporation, with an address of 31161 Hwy 90, P.O. Box 888, Nucla, Colorado 81424 ("Assignee").

Assignor is the lessee under that certain Surface Lease attached hereto as Attachment A (the "Lease") for the following lands located in San Miguel County, Colorado:

- Township 44 North, Range 16 West, N.M.P.M., Section 33, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ (approximately 240 acres)
- Township 43 North, Range 16 West, N.M.P.M., Section 4, Lots I and II (approximately 80 acres)

In accordance with the closing of the terms and conditions of a certain underlying Mining Claim & Lease Sale/Purchase Agreement, as entered into between the parties hereto (the "Underlying Agreement"), and to which this Assignment is Exhibit D, the Assignor desires to assign all of its right, title and interest in the Lease to Assignee, and the Assignee desires to acquire all of Assignor's right, title and interest in the Lease.

ASSIGNMENT

In consideration of the consideration to be paid under the Underlying Agreement by the Assignor to the Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, and deliver to the Assignee all of Assignor's right, title and interest in and to the Lease, attached hereto as Attachment A, which is by reference made a part hereof.

In consideration of the foregoing, the Assignee does hereby agree, effective as of and from the date of the execution and delivery of this Assignment and during the remainder of the term of the Lease, to perform all of the duties and obligations contained in the Lease and at all times to indemnify and save harmless the Assignor from and against any breach of the terms and conditions of the Lease as of the date of this Assignment. Assignor does hereby agree to indemnify and save harmless Assignee from and against any breach of the terms and conditions of the Lease that may have occurred prior to the date of this Assignment. Assignee shall have the full right to assign its rights and obligations in the Lease in whole or in part.

This Assignment of Mineral Lease is effective as of the Closing date written above.

