EXHIBIT C
TO EASEMENT

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to Section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Robert L. Young, Anna M. Young and Robert L. Young, Jr. ("the Youngs") grant an Environmental Covenant ("Covenant") this 23 day of April, 2010 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment, ("CDPHE" or "the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, the Youngs are the owners of certain property commonly referred to as the site of the future Russell Gulch Sediment Dam located in Section 19, Township 3 South, Range 72 West of the 6TH P.M. as legally described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"). The Property as described includes an area where a sediment dam was constructed as well as sufficient surrounding real property required to access, operate and maintain the sediment dam as defined in Attachment B to the Easement (hereinafter referred to as the "Easement Land"). As shown on Exhibit B, access to the sediment basin will be from upstream along Russell Gulch; and

WHEREAS, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Central City/Clear Creek Superfund Site ("Site"), was placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register in 1983 because of environmental impacts associated with historic mining; and

WHEREAS, pursuant to CERCLA, CDPHE and the United States Environmental Protection Agency ("EPA"), desire to implement remedial measures to mitigate the effects of mine waste in Gilpin County in order to improve the water quality of the North Fork of Clear Creek and of the Main Stem of Clear Creek; and,

WHEREAS, in the Central City/Clear Creek Superfund Site Operable Unit 4 Record of Decision dated September 29, 2004, as amended in September 2006 (the "ROD"), the EPA Region VIII Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

a. Construction of sediment dams in Russell and Nevada Gulch;
b. Excavation, capping or stabilization of certain mine waste piles;
c. Maintenance related to all construction components;
e. Institutional controls (e.g., an environmental covenant) to limit human exposure to mine wastes and ensure the long-term integrity of the remedial action; and

WHEREAS, the purpose of the sediment dams, described above, is to reduce or prevent the transport of mine waste pile materials and sediment to North Clear Creek by detaining them in the sediment dams; and

WHEREAS, the Property is situated downstream of mine waste piles located in Russell, Willis and South Willis Gulches and thus is a desirable location for a sediment detention dam that would capture mine waste arising from upstream locations in the Russell Gulch basin; and

WHEREAS, the Youngs have indicated a willingness to voluntarily allow the State to access, construct, operate and maintain a sediment dam on the Easement Land; and

WHEREAS, the Youngs agree to subject the Easement Land to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind the Youngs and all parties having any right, title or interest in the Easement Land, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department.

WHEREAS, pursuant to the ROD, the Easement Land is the location where a CERCLA Remedial Action has been implemented, specifically the construction of a sediment pond, as shown in Attachment B; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by ensuring that constructed portions of the Remedial Action remain intact and functioning as designed, and

NOW, THEREFORE, the Youngs hereby grant this Environmental Covenant to the Department, and declare that the Easement Land as described in Attachment B shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 9, below, which shall run with the land in perpetuity and be binding on the Youngs and all parties having any right, title or interest in the Easement Land, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the record owner of the Easement Land and, if any, any other person or entity with right of possession, right to use or otherwise legally authorized to make decisions regarding the transfer of the Easement Land or placement of encumbrances on the Easement Land, other than by the exercise of eminent domain.

1) <u>Use restrictions</u>

   a) No person shall till, excavate, grade, construct, or take any other activity that disturbs the ground surface of the sediment pond or which would prevent the Department's ability to access the Easement Land without modification of this Covenant pursuant to paragraph 2, below.

   b) No person shall make any uses or take any activities that would in any manner interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial action to be performed at the Easement Land.

c) No person shall prohibit or deny CDPHE personnel, including its representatives, agents, and contractors, access to the Easement Land for the purposes of environmental sampling, inspecting the remedy, removing sediment, conducting maintenance, and inspecting compliance with this Environmental Covenant.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) a proposal to perform additional remedial work;
b) new information regarding the risks posed by the residual contamination;
c) information demonstrating that residual contamination has diminished;
d) information demonstrating that an engineered feature or structure is no longer necessary;
e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
f) other appropriate supporting information.

3) Conveyances OWNER shall notify the Department at least twenty (20) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Easement Land.

4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Easement Land.

5) Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use affecting the Easement Land.

6) Inspections The Department shall have the right of entry to the Easement Land at reasonable times with prior notice for the purposes described in 1c. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Easement Land.

7) No Liability The Department does not acquire any liability under State law by virtue of accepting this Environmental Covenant.

8) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. The Youngs may file suit in district court to enjoin actual or threatened violations of this Covenant.

9) Notices Any document or communication required under this Covenant shall be sent or directed to:

Remediation Program Manager
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Robert L. Young, Anna M. Young and Robert L. Young, Jr. have caused this instrument to be executed this 23 day of April, 2010.

Property Owners

By: Robert L Young
Authorized Signatory

By: Robert L. Young 4-23-10
Name (Print) Date

By: [illegible]
Authorized Signatory

By: Robert L. Young Jr. 4-23-10
Name (Print) Date

By: Anna M. Young
Authorized Signatory

By: Anna M. Young 4/23/10
Name (Print) Date

STATE OF Colorado)
) ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 23 day of April, 2010 by Robert Young Jr. the Property Owner.
Robert Young Sr.
Anna M. Young

Scott A. Patterson
Notary Public

SCOTT A. PATTERSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires November 26, 2011

6330 McIntyre Pkwy
Address
Arvada Co 80403

My commission expires: November 26, 2011

Accepted by the Colorado Department of Public Health and Environment this 3rd day of May, 2010

By: Gary W. Baughman

Title: Director, HMWMD

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of MAY, 2010 by GARY W. BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M. Ferris
Notary Public

4300 Cherry Creek Dr S
Address

Denver, CO 80246

My commission expires: October 21, 2011

CLAUDETTE M. FERRIS NOTARY PUBLIC STATE OF CO

ATTACHMENT A
TO COVENANT

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL: 1833-191-00-001, COUNTY OF GILPIN, STATE OF COLORADO
A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.
DESCRIPTION: ALL OF SECTION LESS PARTS DEEDED 275/3 & 295/396 AND LESS 23.089 ACRE DESCRIBED 639/372 AND LESS RECEPTION #117194 AND RECEPTION #117582 03-12 AND LESS RECEPTION #117584 03-13 (SOUTHERN ACCESS ROAD)

TETRA TECH

LEGAL DESCRIPTION

AN ACCESS EASEMENT CROSSING A PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, WHENCE THE NORTHEAST CORNER BEARS NORTH 89°57'43" WEST; THENCE NORTH 89°57'43" WEST 2178.85 FEET; TO THE POINT OF BEGINNING;

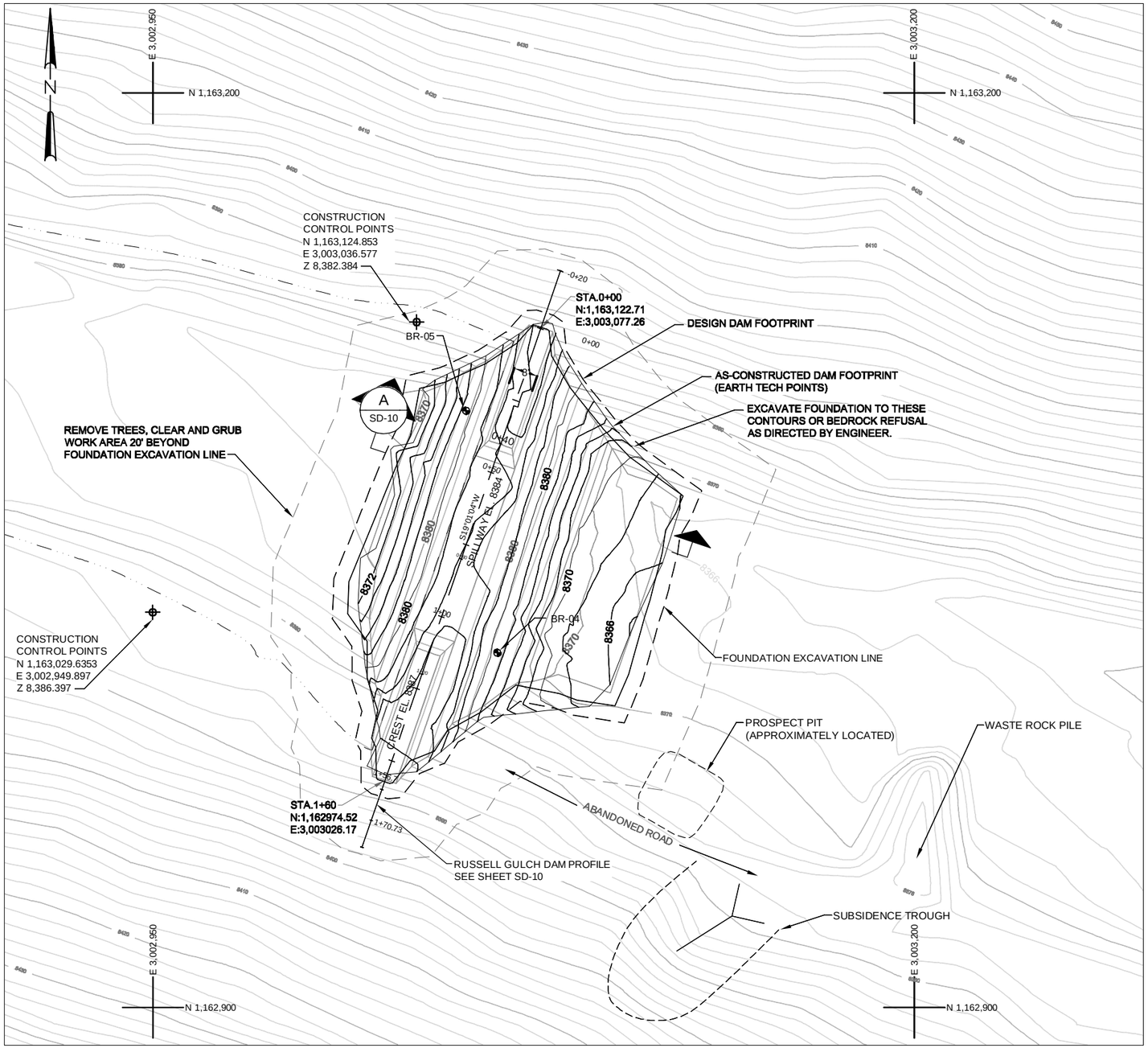
THENCE SOUTH 23°00'06" EAST 284.23 FEET; THENCE SOUTH 29°07'57" EAST 106.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 54°51'52" AND A CHORD WHICH BEARS SOUTH 56°33'53" EAST 68.18), A DISTANCE OF 70.86; THENCE SOUTH 83°59'49" EAST 44.60 FEET; THENCE SOUTH 88°12'16" EAST 88.29 FEET; THENCE NORTH 48°00'36" EAST 59.45 FEET; THENCE SOUTH 75°43'00" EAST 338.93 FEET; THENCE NORTH 42°12'47" EAST 12.75 FEET; THENCE SOUTH 72°37'23" EAST 32.46 FEET; THENCE SOUTH 05°03'12" EAST 18.39 FEET; THENCE SOUTH 46°55'33" EAST 66.29 FEET; THENCE SOUTH 19°28'57" WEST 105.50 FEET; THENCE NORTH 79°08'08" WEST 40.59 FEET; THENCE SOUTH 49°52'06" WEST 52.63 FEET; THENCE NORTH 72°50'03" WEST 32.67 FEET; THENCE NORTH 06°39'34" WEST 25.49 FEET; THENCE NORTH 71°57'12" WEST 291.13 FEET; THENCE NORTH 31°39'24" WEST 109.17 FEET; THENCE NORTH 88°12'16" WEST 68.03 FEET; THENCE NORTH 83°59'49" WEST 45.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 54°51'52" AND A CHORD WHICH BEARS NORTH 56°33'53" WEST 82.93), A DISTANCE OF 86.18; THENCE NORTH 29°07'57" WEST 107.48 FEET; THENCE NORTH 23°00'06" WEST 291.89 FEET; THENCE SOUTH 89°57'43" EAST 17.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 79942.2 SQUARE FEET OR 1.835 ACRES, MORE OR LESS.

COLORADO LICENSED RAYMOND P. GOLDEN 38074 PROFESSIONAL LAND SURVEYOR

3/30/10

FOR AND ON BEHALF OF TETRA TECH, INC. DATE
BY: RAYMOND P. GOLDEN
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38074



RUSSELL GULCH SEDIMENT DAM SITE PLAN

0 20 40 60
SCALE IN FEET

LEGEND:

- 8880 TOPOGRAPHY, 6-17-06
- 8860 DESIGN CONTOURS
- BOREHOLE-TETRA TECH
- BENCHMARK (CONSTRUCTION CONTROL POINT)

REVISIONS

NO.	DESCRIPTION	DATE	BY
0	ISSUED FOR CONSTRUCTION	7/07	RJT
1	AS-CONSTRUCTED	1/08	EAB

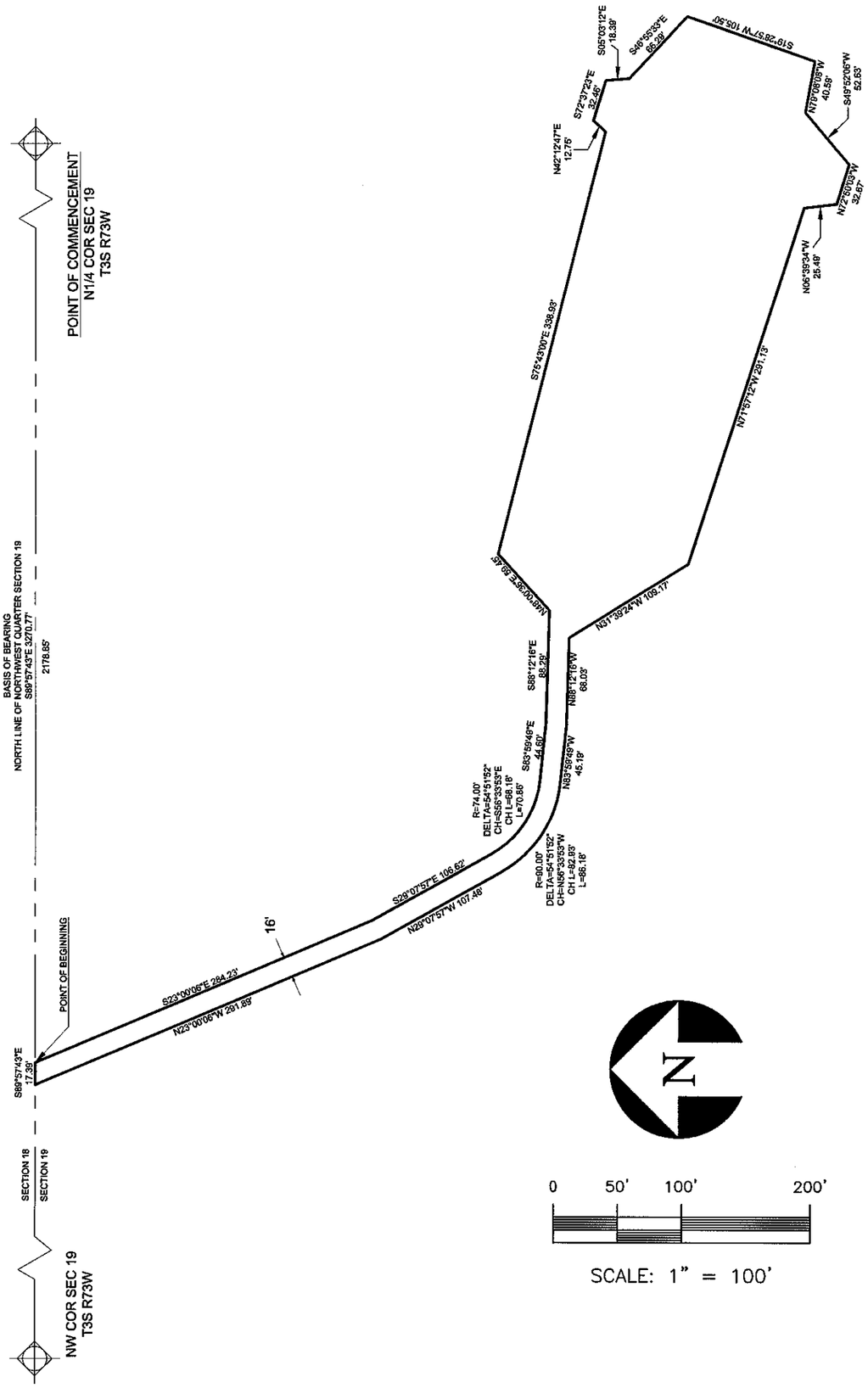
CLEAR CREEK/CENTRAL CITY SUPERFUND/SITE OU-4

RUSSELL GULCH
SEDIMENT DAM SITE PLAN

TETRA TECH
1900 S. SUNSET ST., SUITE 1-F, LONGMONT, CO 80501
TEL 303.772.5282 FAX 303.772.7039

DESIGNED BY: FWP
DRAWN BY: FWP
CHECKED BY: RJT
APPROVED BY: RJT
DATE: 1/3/08
SCALE: AS NOTED
JOB NO. 19-1149.047.04
SHEET: SD-8

1149_047\DWG\AS-BUILTS-12-07\SD-8 & 9 & 10 D-2 RG AS-BUILT.DWG Date: 12/17/2007 10:03 AM Layout: SD-8 RUSSELL GULCH SED DAM User Name: Bill Paddock



Tuesday, April 29, 2008 2:38:05 PM DRAWING: R:\1149_047\dwg\survey\RUSSELL-ACCESS.DWG LAYOUT: RUSSELL GULCH SED DAM ACCESS EASEMENT USER NAME: LEE ACOSTA

TETRA TECH

www.tetratech.com

1900 S. SUNSET ST, SUITE 1-F
LONGMONT, CO 80501
PHONE: 303-772-5282 FAX: 303-772-7039

Drawing Description

ACCESS EASEMENT RUSSELL GULCH SEDIMENT DAM

SITE OU-4

Project No.:	19-1149.047.07
Date:	APRIL 29, 2009
Designed By:	JB
Drawing No.	1

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