

Clear Creek/Central City Iroquois Dam Environmental Covenant Summary

Covenant ID: HMC0V00061

Covenant Information:

Covenant Date: May 28, 2008

Self Reporting: Yes

Media of Concern:

Surface Water: Yes

Groundwater: No

Air: No

Soil: Yes

Other: No

Contaminants of Concern: Metals

Property Restrictions:

1. Owner cannot disturb engineered structure without submitting a plan to the Colorado Department of Public Health and Environment

2.

3.

4.

Site Information:

ID: CCC

Name: Clear Creek / Central City Superfund OU4 - WRK - Iroquois Dam

Address: Iroquois Lode Claim MS# 4969

City: Central City

State: CO

Zip Code:

Legal Description:

Site Contact Information:

Name: Richard Lessner

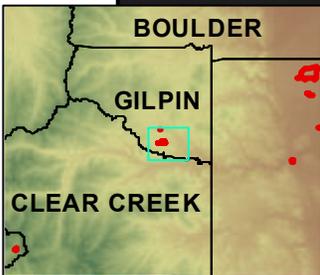
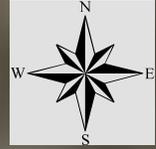
Address: PO Box 17

City: Black Hawk

State: CO Zip Code: 80422-0017

CCC OU4 WRK - Iroquois Dam

Featured Institutional Control



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HMCOV00061





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

The City of Black Hawk an Environmental Covenant ("Covenant") this 28 day of May, 2008 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("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 City of Black Hawk is the owner of certain property ("the Property") which includes an area commonly referred to as the **Iroquois Lode Claim MS# 4969**, located in Gilpin County, Colorado, as legally described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth.

WHEREAS, the Property is located within the Central City/Clear Creek Superfund Site Study Area ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, 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; and

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

- a. sedimentation controls such as construction of drop control structures, catchment basins and sediment check dams;
- b. Maintenance related to all construction components;
- c. Institutional controls (e.g., an environmental covenant) to ensure the long-term integrity of the remedial action; and

WHEREAS, the Property as described includes a portion where a check dam was constructed within the Willis Gulch drainage. The area affected by these remedial actions is defined in Attachment B (hereinafter referred to as the "Subject Property"); and;

WHEREAS, pursuant to the ROD, the Subject Property is the portion of the Property where the remedial action will be constructed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601. *et seq.* ("CERCLA"); and

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



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

NOW, THEREFORE, the City of Black Hawk hereby grants this Environmental Covenant to the Department, and declares that the Subject Property shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Subject Property in perpetuity and be binding on the City of Black Hawk and all parties having any right, title or interest in the Subject Property, 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 Subject Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Subject Property or placement of encumbrances on the Subject Property, other than by the exercise of eminent domain.

1) Use restrictions

- a) No person shall till, excavate, grade, construct, or take any other activity that disturbs the ground surface of the Subject Property 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 measures to be performed at the Subject Property.
- c) No person shall prohibit or deny CDPHE personnel, including its representatives, agents and contractors, access to the Subject Property for the purposes of environmental sampling, inspecting the remedy, conducting maintenance, and inspecting OWNER'S 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 fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Subject Property.
 - 4) Notice to Lessees OWNER shall 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 Subject Property.
 - 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 Subject Property.
 - 6) Inspections The Department shall have the right of entry to the Subject Property 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 Subject Property.
 - 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 City of Black Hawk may file suit in district court to enjoin actual or threatened violations of this Covenant.
 - 9) Owner's Compliance Certification OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

ATTACHMENT A
Tax Record Description

Account: N001347

Location

Parcel Number
Tax Area 010 - TAX AREA 10 - 010
Situs Address
Legal Summary MINE: IROQUOIS - 4969
100% 3.37 ACRES LAKE & RUSSELL
S: 18 T: 3S R: 72W S: 19 T: 3S R: 72W

Owner Information

Owner Name CITY OF BLACK HAWK
Owner Address PO BOX 17
BLACK HAWK, CO 80422-0017

Assessment History

Actual (2007) \$18,200
Assessed \$5,280

Tax Area: 010 Mill Levy:
22.716

Type Actual Assessed Acres

9149 \$18,200 \$5,280 3,370

Transfers

Sale Price

Sale Date

11/11/1998

Tax History

Images

Tax Year

Taxes

*2008 \$0.00
2007 No Tax Values

* Estimated

08/11/2008 03:38 PM 137079
JESSICA LOVINGIER GILPIN COUNTY, CO
Receipt #8944 Page 6 of 9
129 COVENANTS TotalFee:46.25 DocFee:0.00



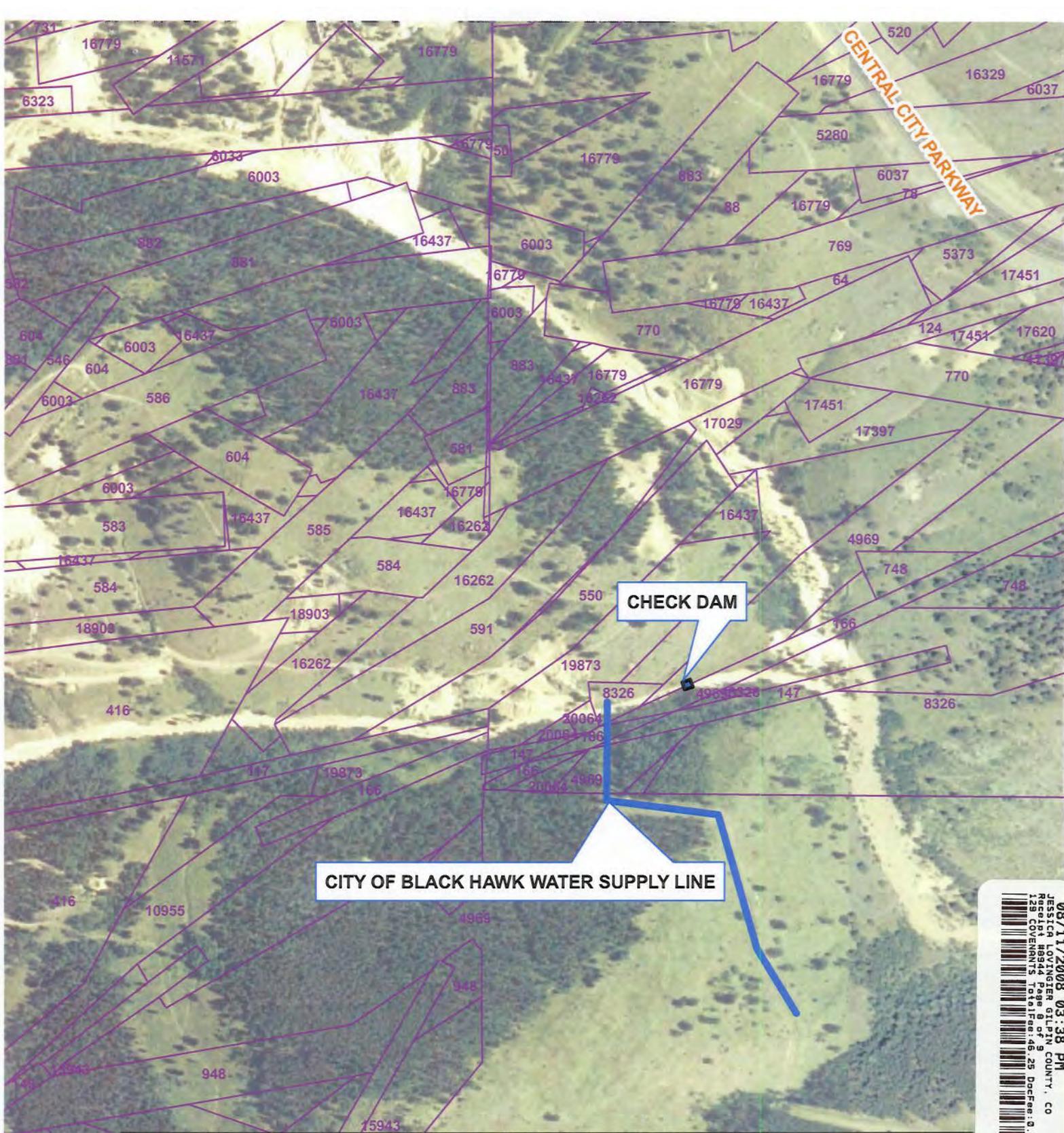
**ATTACHMENT B
TO COVENANT**

LOCATION OF THE SUBJECT PROPERTY (DEPICTING THE PORTION OF THE
PROPERTY SUBJECT TO THE ENVIRONMENTAL COVENANT)

(The Subject Property is that portion of the Property described in Attachment A where the remedial actions will be constructed. It is the CDPHE's intent to complete Attachment B once design is finalized and a more specific property description is available.)

08/11/2008 03:38 PM 137079
JESSICA LOVINGIER GILPIN COUNTY, CO
Receipt #8944 Page 7 of 9
129 COVENANTS TotalFee:46.25 DocFee:0.00





CITY OF BLACK HAWK WATER SUPPLY LINE

CHECK DAM

CENTRAL CITY PARKWAY

EXHIBIT B
IROQUOIS CHECK DAM PROJECT
CLEAR CREEK/CENTRAL CITY SUPERFUND SITE
 US Environmental Protection Agency & Colorado Department of Public Health and Environment
 Phase I Waste Rock Pile Remediation Project
 Gilpin County, Colorado

08/11/2008 03:38 PM
 JESSICA OVINGER, CLERK
 Gilpin County, CO
 Receipt #8944 Page 8 of 8
 COVENANTS Total Fee: 46.25 Doc Fee: 0.00
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