STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

http://www.cdphe.state.co.us

Colorado Department of Public Health and Environment

Covenant Information:

Covenant ID HMCOV00097

Covenant Date 8/29/2013

Self Reporting ☑

Media of Concern:

Surface Water: ☐
Ground Water: ☐
Air: ☐
Soil: ☑
Other: ☐

Contaminants of Concern:

Metals

Site Contact Information:

Owner Corp: Bonanza Land LLP
Contact Name: Darrell L. Kudson
Contact Address: 12472 Circula Panorama
Contact City: Santa Ana
Contact State: CA
Contact Zip: 92705
Contact Phone:

Property Restrictions:

1: No excavating, grading or construction that disturbes the remedy cover or water management systems.

2:

3:

4:

5:

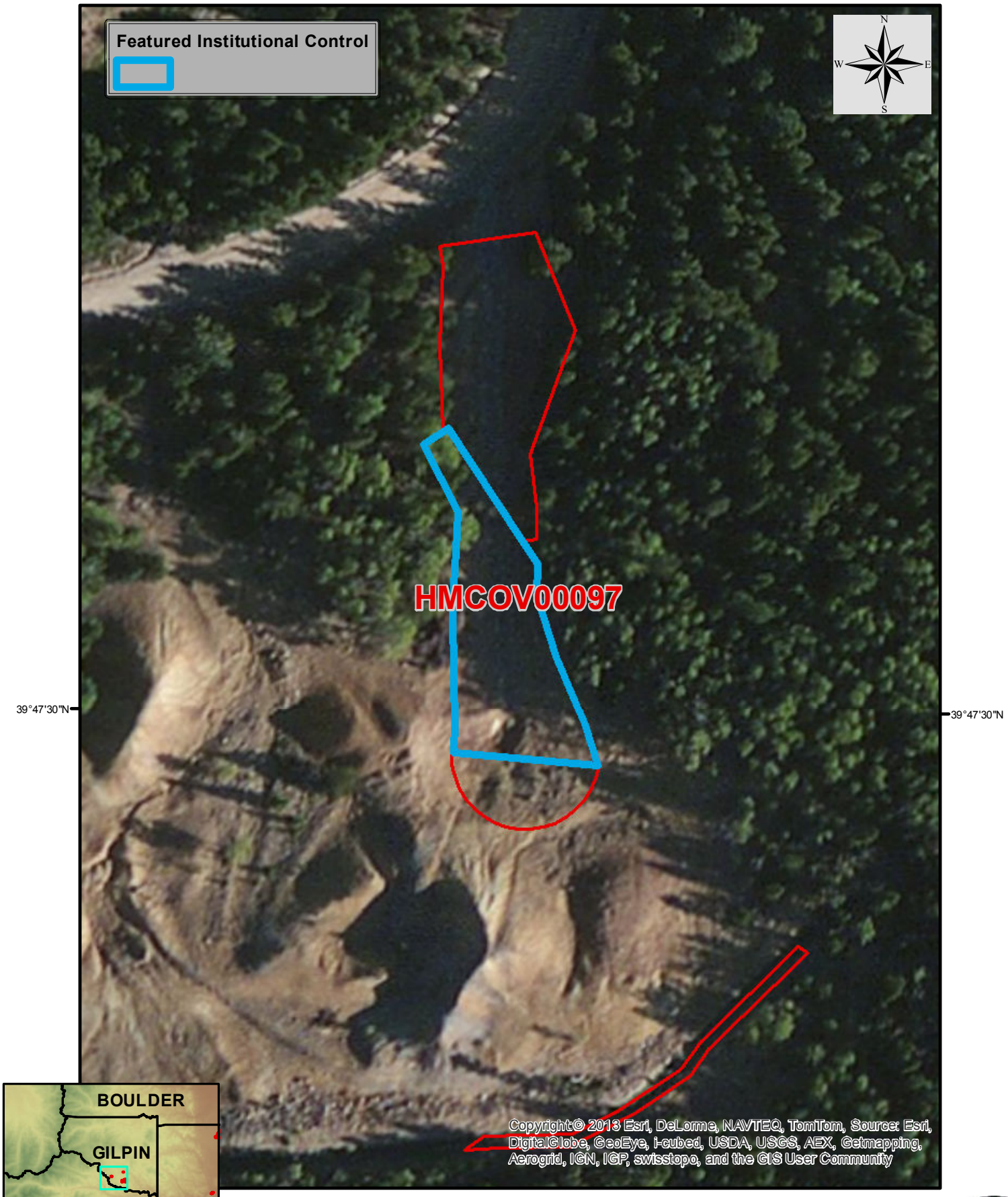
Site Information:

ID: COD980717557
Name: Clear Creek Keystone 047
Address: n/a
City: n/a
State: CO
Zip:

Legal Description:

See Covenant

CLEAR CREEK KEYSTONE



HMCOV00097

0 35 70 Meters

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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

Bonanza Land LLC, grants an Environmental Covenant ("Covenant") this 29 TH day of August, 2013 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.

Bonanza Land LLC is the owner of certain property commonly referred to as the **Keystone Lode Claim (M.S. # 163)**, located in Gilpin County, Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

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. Mine waste pile remediation including erosion control measures and/or in-place closure of certain mine waste rock piles;
b. Stream restoration/stabilization actions;
c. Sedimentation controls such as construction of drop control structures, catchment basins and sediment dams;
d. Maintenance related to all construction components;
e. Institutional controls (e.g., an environmental covenant) to ensure the long-term integrity of the remedial action; and

WHERAS, pursuant to the ROD and The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601. et seq. ("CERCLA"), a remedial action was taken on the Property. The area affected by these remedial actions is defined in Attachment B (hereinafter referred to as the "Subject Property"), incorporated herein by reference;

WHEREAS, the Subject Property as described includes the remedial action or a portion of the remedial action for:

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the **Keystone Lode Claim** which overlies a portion of the **Keystone Mine** waste rock pile where erosion control measures were constructed on or around the mine waste pile, which included construction elements such as regrading, construction of a sediment retention basin, and run-on/run-off control structures; and,

WHEREAS, the Central City/Clear Creek Superfund Site – OU4, Phase II/III Construction Completion Documentation, dated June 2011, provides the as-built construction drawings for the remedial action at the Property; 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, Bonanza Land LLC desires to subject the Property 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 Bonanza Land, LLC and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department and OWNER.

NOW, THEREFORE, Bonanza Land LLC hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 11, below, which shall run with the Property in perpetuity and be binding on Bonanza Land LLC and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use restrictions - These use restrictions apply to the Subject Property, as described in Attachment B.

a) No tilling, excavation, grading, construction, or any other activity that disturbs the ground surface or sub-surface, including the cover and erosion control structures, is permitted, allowed, or shall be taken on the Subject Property without modification of this Covenant;

b) No uses or activities shall occur that would in any manner interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial actions performed at the Subject Property.

c) There shall be no action that impairs or interferes with the growth of vegetation in the re-vegetated area.

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

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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 the closing on any proposed sale or other conveyance of any interest in any or all of the Subject Property.

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 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 Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7) Third Party Beneficiary The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.

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

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

10) 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.

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

If to the Department:

Remediation Project Manager
Central City/Clear Creek Superfund Site
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Bonanza Land LLC has caused this instrument to be executed this 29 TH day of August, 2013.

Bonanza Land LLC

By: Wanell D Howden

Title: Pres. / Mgr.

~~STATE OF _____)~~
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____,2013 by _____ on behalf of Bonanza Land LLC

See attached acknowledgment

_____
Notary Public

_____
Address

_____

~~My commission expires:~~ _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

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On August 29, 2013 before me, W. Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Darrell L. Knudson,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

W. Davis
Signature of Notary Public

W. DAVIS
COMM. # 1965381
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES JAN. 1, 2016
(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Environmental Covenant (Co. Dept. PH&E)
(Title or description of attached document)

Keystone Lode Claim (M.S. #163)
(Title or description of attached document continued)

Number of Pages 9 Document Date 08/29/13

Bonanza Land LLC - Schedule N008013
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- [x] Individual (s)
- [ ] Corporate Officer
  (Title)
- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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Accepted by the Colorado Department of Public Health and Environment this 25th day of October, 2013.

By: Gary W Baughman

Title: Director, HMWMD

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2013 by GARY 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, 2015

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ATTACHMENT A
TO COVENANT

TAX OWNERSHIP CONFIRMATION

Account: N008013

Location

Parcel Number

Tax Area 010 - TAX AREA 10 - 010

Situs Address

Legal Summary S: 15 T: 3S R: 73W MINE: KEYSTONE - 163 100% 0.54 ACRES NEVADA

Business Name

Owner Information

Owner Name BONANZA LAND LLC

Owner Address 12472 CIRCULA PANORAMA SANTA ANA, CA 92705

Assessment History

Actual (2012)	$2,690
Assessed	$780

Tax Area: 010 **Mill Levy:** 22.706

Type	Actual	Assessed	Acres	SQFT	Units
Land	$2,690	$780	0.540	0.000	0.000

Transfers

Sale Price	Sale Date	Book Page
$138,000	01/04/2000	B: 0698 P: 0152
$0	01/04/2000	B: 0685 P: 0488
$115,000	11/09/1995	B: 0590 P: 0136
	11/02/1992	B: 0534 P: 0051

Tax History

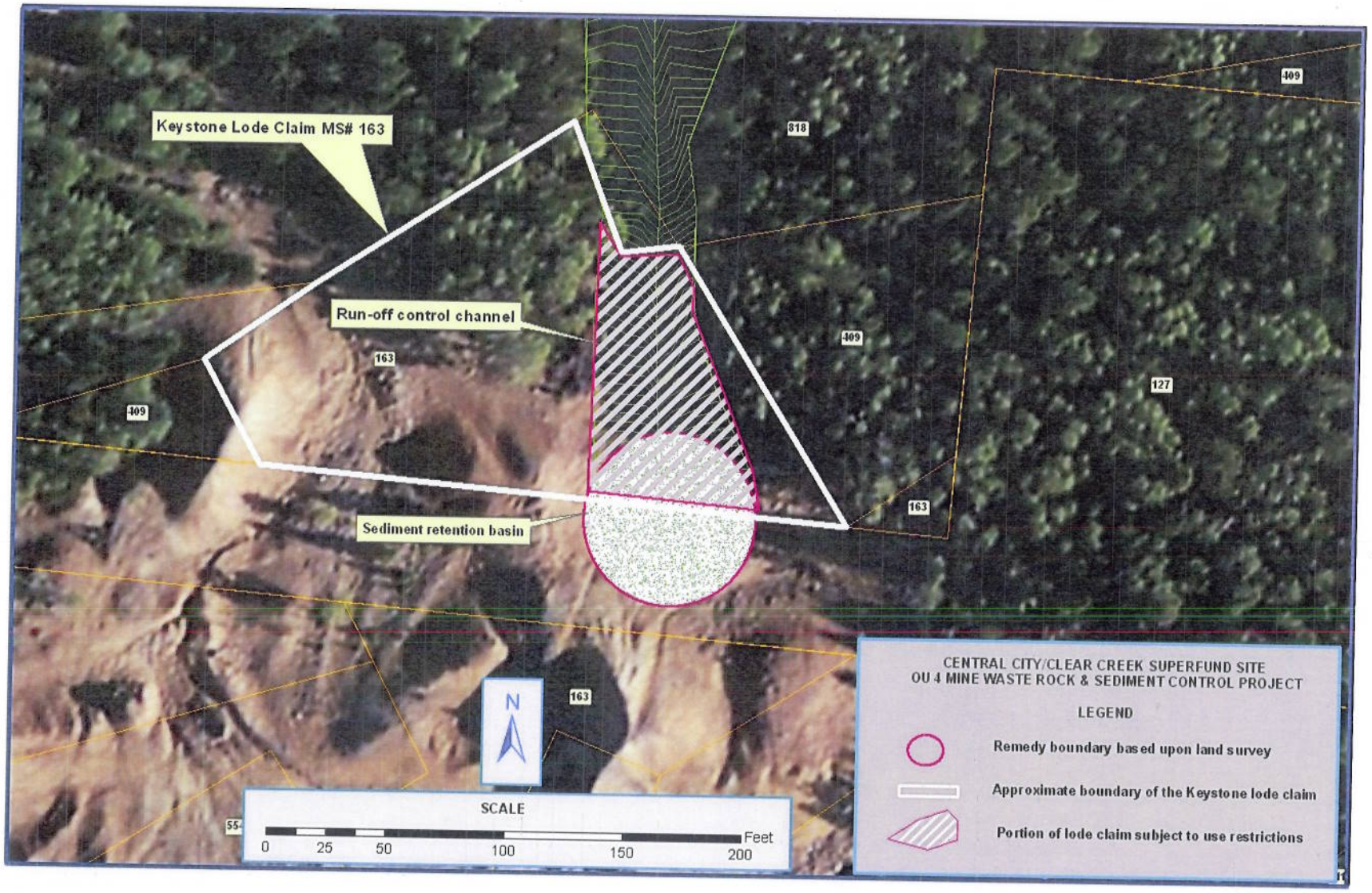
Tax Year	Taxes
*2013	$17.72
2012	$17.72

* Estimated

Images

ATTACHMENT B
TO COVENANT

This map depicts the portion of the Keystone Lode Claim (cross-hatched area) subject to use restrictions.



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ATTACHMENT C
SIGNED EPA ACCESS AGREEMENT

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1075473 - R8 SDMS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
http://www.epa.gov/region08

CONSENT FOR ACCESS TO PROPERTY

Remedial Design/Remediation Phase
CENTRAL CITY/CLEAR CREEK SUPERFUND SITE
CENTRAL CITY, COLORADO

Name of Owner: Bonanza Land, LLC

Address of Owner: 12472 Circula Panorama
Santa Ana, California 92705

Property Description: Mining claims located near the North Fork of Clear Creek in Gilpin County, Colorado, on or near any of the mine waste piles identified on the map attached hereto as Exhibit A.

On behalf of Bonanza Land, LLC, I consent to officers, employees, contractors, subcontractors, and other authorized representatives of the United States Environmental Protection Agency ("EPA") and the Colorado Department of Public Health and Environment ("CDPHE") entering and having access to the property described above to the extent of Bonanza Land, LLC's ownership interest in such property for the following purposes:

> The taking of response actions to address mine waste, which may include the removal of mine waste, the construction of run-on/run-off control structures , re-grading, placement of rock covers over mine waste or riprap along the base of mine waste piles, and revegetation of disturbed areas, sedimentation controls, steam restoration or stabilization actions, and any other actions deemed necessary by EPA and CDPHE to implement and maintain the remedy set forth the in the Record of Decision issued in September 2004 for Operable Unit 4 of the Clear Creek/Central City Superfund Site as amended in September 2006

I understand that these actions by EPA and CDPHE are undertaken pursuant to their response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. § 9601, et seq.

Bonanza Land LLC

Name Darrell L. Knudson, Jr.
Title Pres, Mgr.

4/4/08
Date