



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

**Covenant Information:**

**Covenant ID** HMCOV00117

**Covenant Date** 10/5/2014

**Self Reporting**

**Media of Concern:**

**Surface Water:**

**Ground Water:**

**Air:**

**Soil:**

**Other:**

**Site Contact Information:**

**Owner Corp:** Bonanza Land LLC

**Contact Name:** Darrell L. Knudson

**Contact Address:** 12472 Circula Panorama

**Contact City:** Santa Ana

**Contact State:** CA

**Contact Zip:** 92705

**Contact Phone:**

**Contaminants of Concern:**

Metals

**Property Restrictions:**

- 1: No excavating, grading or construction that disturbs the remedy cover or water management structures
- 2:
- 3:
- 4:
- 5:

**Site Information:**

**ID:** 980717577

**Name:** Clear Creek La Place 047

**Address:**

**City:**

**State:** CO

**Zip:**

**Legal Description:**

See Institutional Control

# CLEAR CREEK LA PLACE 047

105°30'20"W 105°30'10"W 105°30'0"W 105°29'50"W

Featured Institutional Control  




39°47'20"N

39°47'20"N

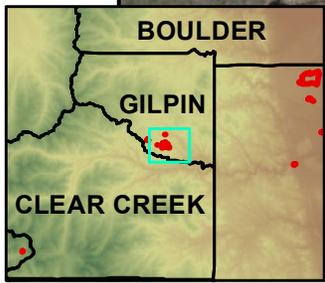
39°47'10"N

39°47'10"N

39°47'0"N

39°47'0"N

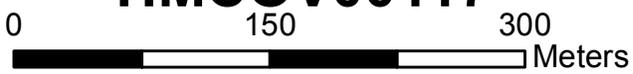
**HMCOV00117**



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

105°30'10"W 105°30'0"W 105°29'50"W

**HMCOV00117**





**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 5<sup>th</sup> day of October, 2014 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 **La Place Claim (M.S. # 6003)**, 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

WHEREAS, 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:



the **La Place Claim** which overlies a portion of the **Pittsburg Mine** waste rock pile where erosion control measures were constructed on or around the mine waste pile, which included construction elements such as regarding and the placement of a rock cover; 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 the OWNERS 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 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. the OWNER 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.



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 5<sup>TH</sup> day of October, 2014.

Property OWNER

By: [Signature]  
Authorized Signator

By: Darrell L. Knudson 10/5/14  
Name (Print) Date

STATE OF \_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_ on behalf of OWNER

*see attached acknowledgment*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

My commission expires: \_\_\_\_\_





**ATTACHMENT A  
TO COVENANT**



**Gilpin County Assessor Data Site**  
 Anne Schafer, P.O. Box 338, Central City, CO, 80427  
 (P) 303 582-5451 | (F) 303 565-1798 | (E) assessor@co.gilpin.co.us

**Account Information**

Account: N000964  
 Parcel: 6003 -LA PLACE  
 Owner Name: BONANZA LAND LLC  
 Owner Address: 12472 CIRCULA PANORAMA, SANTA ANA, CA, 92705  
 Property Address:  
 Legal: S: 13 T: 3S R: 73W MINE: LA PLACE - 6003 100% 4.4 ACRES RUSSELL  
 Tax Area: 010  
 Subdivision:

**Sales Information**

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
07/03/2013	SWD	149580	MCKENDRY DONALD H & JOAN ...	BONANZA LAND LLC	32,000
09/26/1995	QC	B588-P293			12,075

**Taxable Values History**

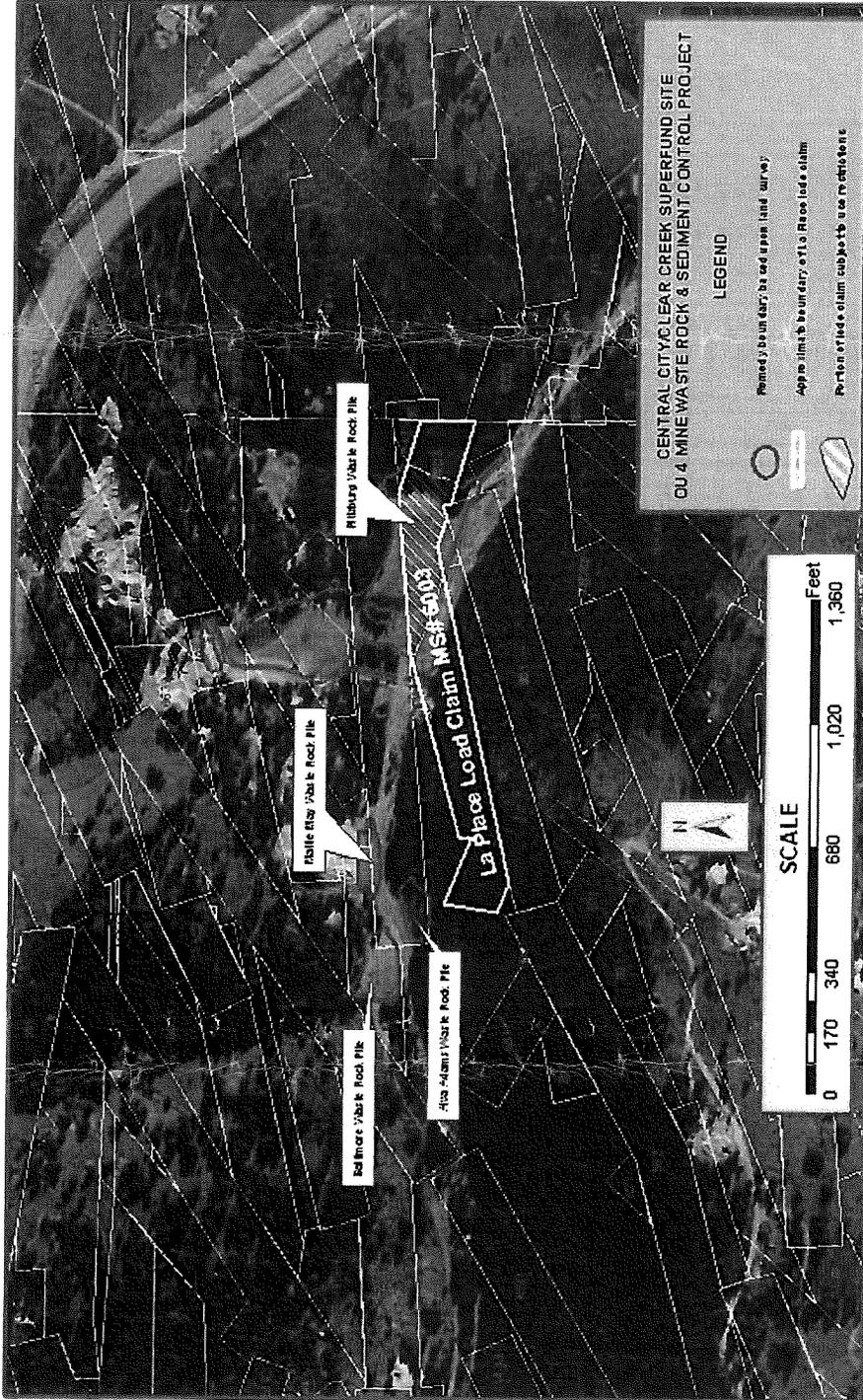
Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2014	29,040		29,040	8,420		8,420
2013	29,040		29,040	8,420		8,420
2012	29,260		29,260	8,490		8,490

**Property Details**

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	NON-PROD PAT LAND
	LAND_CODE	NONPROD SUB
	ABSTRACT_PERC	100
	NEIGHBORHOOD	MINING RUSSELL GULCH AREA
	ACTUALAREA	4.4
	AREA_SQFT	0
	AREA_UNITS	0
	AREA_ACRES	4.4
	USE_CODE	5000

**ATTACHMENT B  
TO COVENANT**

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

12/09/2014 11:01 AM 152690  
COLLEEN STEWART GILPIN COUNTY, CO  
Receipt #27526 Page 9 of 9  
129 COVENANTS TotalFee:51.25 DocFee:0.00




On October 5, 2014 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.

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Environmental Covenant (Co. Dept. PH&E)

(Title or description of attached document)

La Place Lode Claim (M.S. #6003)

(Title or description of attached document continued)

Number of Pages 8 Document Date 10/05/14

Bonanza Land LLC - Schedule N000964

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- 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