

RECEIVED
APR 19 2011
DEPT. OF ENVIRONMENTAL QUALITY
TECHNICAL SERVICES OFFICE

Mitchell J. Hart, P.E.
Manager, Mining Projects & Remediation
Nu-West Mining, Inc.
Corporate EH&S
3010 Conda Road
Soda Springs, Idaho 83276
208-547-3935 x 13 (office)
208-547-3022 (fax)
303-883-1184 (cell)
mhart@agrium.com

April 18, 2011

Mr. Mark Jeffers, P.G.
Environmental Hydrogeologist
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID. 83706

RE: Transmittal: Recorded Copy of Environmental Covenant
Central Farmers -- Georgetown Canyon Industrial Site Closure

Dear Mr. Jeffers:

Nu-West Mining Inc. (Nu-West) is forwarding the final executed and recorded Environmental Covenant for the Central Farmers Georgetown Canyon Industrial Site Closure. The document was recorded at the Bear Lake County Recorder's Office on April 15, 2011.

Please note that on Page 4 of the document that:

"Upon receipt of the copy of the recorded Environmental Covenant and any amendment or termination thereto, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012 (1)".

Please contact me at 303-883-1184 if you have any questions.

Best Regards,

Cc: Doug Tanner – Idaho DEQ
Jon Goode – Nu-West Mining, Inc.
Leslie Nillo – Agrium (Original)

Recording Requested By and
When Recorded Return to:

Instrument # 209702

BEAR LAKE COUNTY

4-15-2011 09:53:21 No. of Pages: 14

Recorded for : JAMES WILLIAMS

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

Fee: 49.00

Indy Garner

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM
ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Nu-West Mining, Inc., ("Nu-West") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Nu-West is a "holder" as defined in Idaho Code § 55-3002(6). Nu-West, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property in the County of Bear Lake, State of Idaho, legally described in the attached Schedule A, and depicted on the map attached as Schedule B (hereafter referred to as "the Property").

Property Ownership. Nu-West hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the Property, holds fee simple title to the Property and Nu-West has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above previously was used to operate a phosphate ore beneficiation facility, becoming contaminated with phosphorous, aroclor 1260 (PCB), arsenic, cadmium, chromium, elemental phosphorus, mercury, nitrate, selenium, thallium, vanadium and zinc. On May 28, 2003, the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bear Lake, entered a Consent Judgment, pursuant to which Nu-West agreed to remediate the Property. Nu-West implemented a Remedial Action Plan ("RAP") at the Property.

This Environmental Covenant is required because the RAP identified residual concentrations of phosphorous, aroclor 1260 (PCB), arsenic, cadmium, chromium, elemental phosphorus, mercury, nitrate, selenium, thallium, vanadium and zinc in soil at the Property. These concentrations are above allowable risk-based concentrations as determined by the Department. Therefore, future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the Georgetown Canyon Industrial Closure can be found at the IDEQ, 444 Hospital Way #300, Pocatello, Idaho 83201.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Nu-West and any of its successors in interest are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Property, and any portion thereof, except as noted below, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels, school, day care or hospital use).
2. The following features and/or caps have been identified as areas where residual waste concentrations exceed allowable risk-based concentrations. Therefore, these areas shall not be disturbed in any way without prior written approval from the Department. These areas include:
 - The Slurry Pit and cap
 - The furnace cover
 - The cap in Phosphoria Gulch
 - The clarifier cap

The perimeters of these features have been surveyed and are presented on the map in Schedule B. Permanent monuments are placed at each of the aforementioned features stating that no disturbance of the features or caps is permissible without prior written approval of the Department.

Additionally, the debris and cover associated with the sewage vault from the former laboratory and certain petroleum impacted soils have been surveyed and noted on the map in Schedule B. These areas shall not be disturbed without prior written approval from the Department.

3. There shall be no drilling or excavation of soil at the Property, except for necessary maintenance as required by the approved O&M plan, and soil and sediment sampling as part of any future environmental response action(s) at the Property and/or the Georgetown Canyon Mine. There shall be no extraction of ground water from the Property for drinking by animals or human beings and/or

for irrigation, industrial or commercial uses. Groundwater may be extracted for monitoring groundwater quality in accordance with the O&M Plan and/or for facilitating environmental restoration or remediation at the Property or the Georgetown Canyon Mine with written Department approval.

4. Any future activity on the Property that may result in the release or exposure to the environment of a hazardous constituent that remains on the Property as part of the RAP is prohibited without prior written approval from the Department.

Breach and Cure of Activity and Use Limitations. Nu-West, or its successors in interest, shall be solely responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the Activity and Use Limitations, Nu-West or any successors in interest, shall notify the Department within fifteen (15) days of becoming aware of the event or action, and shall remedy the breach of the Activity and Use Limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by Nu-West or any of its successors in interest, and the Department.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of this Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. Nu-West, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

1. the Property or any subdivided portion thereof is shown in a Department-approved document not to contain contaminated soils and groundwater above allowable risk-based concentrations as determined by the Department; or
2. contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, lease, or possession of such Property, to be in accord with the foregoing and to agree for and among

themselves and their successors that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination thereof shall be recorded in the county recorder's office of every county in which any portion of the Property subject to this Environmental Covenant is located. This Environmental Covenant or any amendment or termination thereof shall be recorded by Nu-West or its successors in interest within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant or any amendment or termination thereto, Nu-West or its successors in interest shall provide to the Department a copy of this recorded Environmental Covenant or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant and any amendment or termination thereto, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1). In addition, a copy of the recorded Environmental Covenant or any amendment or termination thereto shall be provided by Nu-West or its successors in interest to the following persons: (a) each person that signed this Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Nu-West, or any successors in interest, shall submit to the Department on an annual basis (or such other frequency approved in writing by Nu-West and the Department) written documentation verifying that the Activity and Use Limitations remain in place and their compliance with the Activity and Use Limitations.

Enforcement. The Department and any party to this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Nu-West or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Nu-West, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department or its successor to require Nu-West to correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department or its successor to file civil actions against Nu-West as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant. The Department shall notify Nu-West or its successor at least 48 hours prior to exercising such access to confirm that it will not interfere with ongoing activities, and shall allow a representative of Nu-West or its successor to attend such site review.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property shall provide written notice to the Department and each municipality or other local government in which the Property is located, which includes the name and address of all the then Owners and/or Occupants of the Property or part thereof conveyed. The Department shall not by reason of this Environmental Covenant have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Nu-West or its successors or the Department or its successors, may, from time to time, designate in a written notice given to the other. Notices deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER:

Nu-West Mining, Inc.
ATTN: Mitchell J. Hart
 3010 Conda Road
 Soda Springs, Idaho 83276

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: State Response Program Manager
 1410 N. Hilton
 Boise, Idaho 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of this Environmental

Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and Nu-West or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Nu-West or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

Accepted: Idaho Department of Environmental Quality

Signature: [Handwritten Signature]
Printed Name: Toni Hardesty
Title: Director, Idaho Department of Environmental Quality
Date: 3/3-11

State of Idaho)
County of Ada) ss.

On this 30th day of March, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Toni Hardesty, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

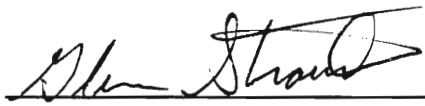
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho: [Handwritten Signature]
Residing at: Boise, Idaho
Commission Expires: 10/01/2014



Signature and Acknowledgments

Accepted: Nu-West Mining, Inc.
Property Owner

Signature: 

Printed Name: Glenn Stroud


Title: President

Date: March 16, 2011

AS Province AS
State of Alberta)
AS County of Canada) ss.
)

AS Province AS
Province AS On this 16th day of March, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Glenn Stroud, known or identified to me to be the President of Nu-West Mining, Inc that executed this Environmental Covenant, and acknowledged to me that Nu-West Mining, Inc executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public: 
Residing at: Calgary, Alberta
Commission Expires: _____

GARY S. THOMS
Commissioner for Oaths, Notary Public
In and for the Province of Alberta
My Commission Expires at the Pleasure
Of the Lieutenant Governor in Council

SCHEDULE A
(ENVIRONMENTAL COVENANT BOUNDARY)

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 25 AND THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, MARKED BY A 3 INCH BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 206255;

THENCE NORTH 89°38'03" EAST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 25, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 1394.57 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF GEORGETOWN CANYON ROAD, BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID EXISTING EASTERLY RIGHT-OF-WAY LINE FOR THE NEXT EIGHTEEN (18) COURSES;

- (1) NORTH 02°07'11" WEST A DISTANCE OF 509.38 FEET TO A POINT OF TANGENCY OF A 783.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 87°52'49" WEST;
- (2) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 11°53'10" AN ARC LENGTH OF 162.44 FEET (THE CHORD OF SAID CURVE BEARS NORTH 08°03'46" WEST A DISTANCE OF 162.14 FEET);
- (3) THENCE NORTH 14°00'21" WEST A DISTANCE OF 113.33 FEET TO A POINT OF TANGENCY OF A 767.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 75°59'39" EAST;
- (4) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 23°03'34" AN ARC LENGTH OF 308.69 FEET (THE CHORD OF SAID CURVE BEARS NORTH 02°28'34" WEST A DISTANCE OF 306.61 FEET);
- (5) THENCE NORTH 09°03'13" EAST A DISTANCE OF 767.13 FEET TO A POINT OF TANGENCY OF A 533.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 80°56'47" WEST;
- (6) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 12°23'05" AN ARC LENGTH OF 115.21 FEET (THE CHORD OF SAID CURVE BEARS NORTH 02°51'40" EAST A DISTANCE OF 114.99 FEET);
- (7) THENCE NORTH 03°19'52" WEST A DISTANCE OF 134.35 FEET TO A POINT OF TANGENCY OF A 717.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 86°40'08" EAST;

- (8) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $13^{\circ}19'10''$ AN ARC LENGTH OF 166.68 FEET (THE CHORD OF SAID CURVE BEARS NORTH $03^{\circ}19'43''$ EAST A DISTANCE OF 166.30 FEET);
- (9) THENCE NORTH $09^{\circ}59'18''$ EAST A DISTANCE OF 504.85 FEET TO A POINT OF TANGENCY OF A 317.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $80^{\circ}00'42''$ EAST;
- (10) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $30^{\circ}42'03''$ AN ARC LENGTH OF 169.86 FEET (THE CHORD OF SAID CURVE BEARS NORTH $25^{\circ}20'19''$ EAST A DISTANCE OF 167.83 FEET);
- (11) THENCE NORTH $40^{\circ}41'21''$ EAST A DISTANCE OF 197.49 FEET TO A POINT OF TANGENCY OF A 333.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $49^{\circ}18'39''$ WEST;
- (12) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $25^{\circ}02'54''$ AN ARC LENGTH OF 145.58 FEET (THE CHORD OF SAID CURVE BEARS NORTH $28^{\circ}09'54''$ EAST A DISTANCE OF 144.42 FEET);
- (13) THENCE NORTH $15^{\circ}38'27''$ EAST A DISTANCE OF 553.45 FEET TO A POINT OF TANGENCY OF A 1467.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $74^{\circ}21'33''$ EAST;
- (14) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $05^{\circ}05'14''$ AN ARC LENGTH OF 130.25 FEET (THE CHORD OF SAID CURVE BEARS NORTH $18^{\circ}11'04''$ EAST A DISTANCE OF 130.21 FEET);
- (15) THENCE NORTH $20^{\circ}43'41''$ EAST A DISTANCE OF 266.61 FEET TO A POINT OF TANGENCY OF A 1283.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $69^{\circ}16'19''$ WEST;
- (16) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $21^{\circ}18'15''$ AN ARC LENGTH OF 477.06 FEET (THE CHORD OF SAID CURVE BEARS NORTH $10^{\circ}04'34''$ EAST A DISTANCE OF 474.31 FEET);
- (17) THENCE NORTH $00^{\circ}34'34''$ WEST A DISTANCE OF 380.05 FEET TO A POINT OF TANGENCY OF A 117.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $89^{\circ}25'26''$ EAST;
- (18) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $59^{\circ}36'04''$ AN ARC LENGTH OF 121.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH $29^{\circ}13'28''$ EAST A DISTANCE OF 116.29 FEET);

THENCE SOUTH $67^{\circ}12'46''$ EAST A DISTANCE OF 146.09 FEET;

THENCE SOUTH 07°03'46" EAST A DISTANCE OF 456.62 FEET;
THENCE SOUTH 16°50'29" WEST A DISTANCE OF 726.90 FEET;
THENCE SOUTH 09°47'07" WEST A DISTANCE OF 718.45 FEET;
THENCE SOUTH 13°30'05" EAST A DISTANCE OF 880.32 FEET;
THENCE SOUTH 45°42'51" EAST A DISTANCE OF 839.53 FEET;
THENCE SOUTH 34°33'40" WEST A DISTANCE OF 181.11 FEET;
THENCE NORTH 85°15'04" WEST A DISTANCE OF 299.53 FEET;
THENCE NORTH 63°04'27" WEST A DISTANCE OF 222.50 FEET;
THENCE NORTH 54°16'09" WEST A DISTANCE OF 344.65 FEET;
THENCE SOUTH 51°22'36" WEST A DISTANCE OF 255.73 FEET;
THENCE SOUTH 24°43'14" WEST A DISTANCE OF 176.55 FEET;
THENCE SOUTH 07°52'21" WEST A DISTANCE OF 663.53 FEET;
THENCE SOUTH 23°02'45" EAST A DISTANCE OF 296.78 FEET;
THENCE SOUTH 50°29'56" EAST A DISTANCE OF 174.57 FEET;
THENCE SOUTH 20°45'54" WEST A DISTANCE OF 142.73 FEET;
THENCE NORTH 74°48'22" WEST A DISTANCE OF 111.13 FEET;
THENCE SOUTH 24°07'34" WEST A DISTANCE OF 140.25 FEET;
THENCE SOUTH 00°21'57" EAST A DISTANCE OF 265.43 FEET TO A POINT ON
THE LATITUDINAL CENTERLINE OF SECTION 25;
THENCE SOUTH 89°38'03" WEST, ALONG SAID LATITUDINAL CENTERLINE OF
SECTION 25, A DISTANCE OF 280.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.90 ACRES MORE OR LESS.

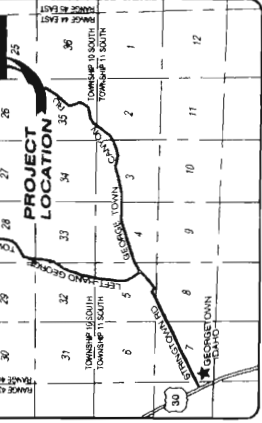
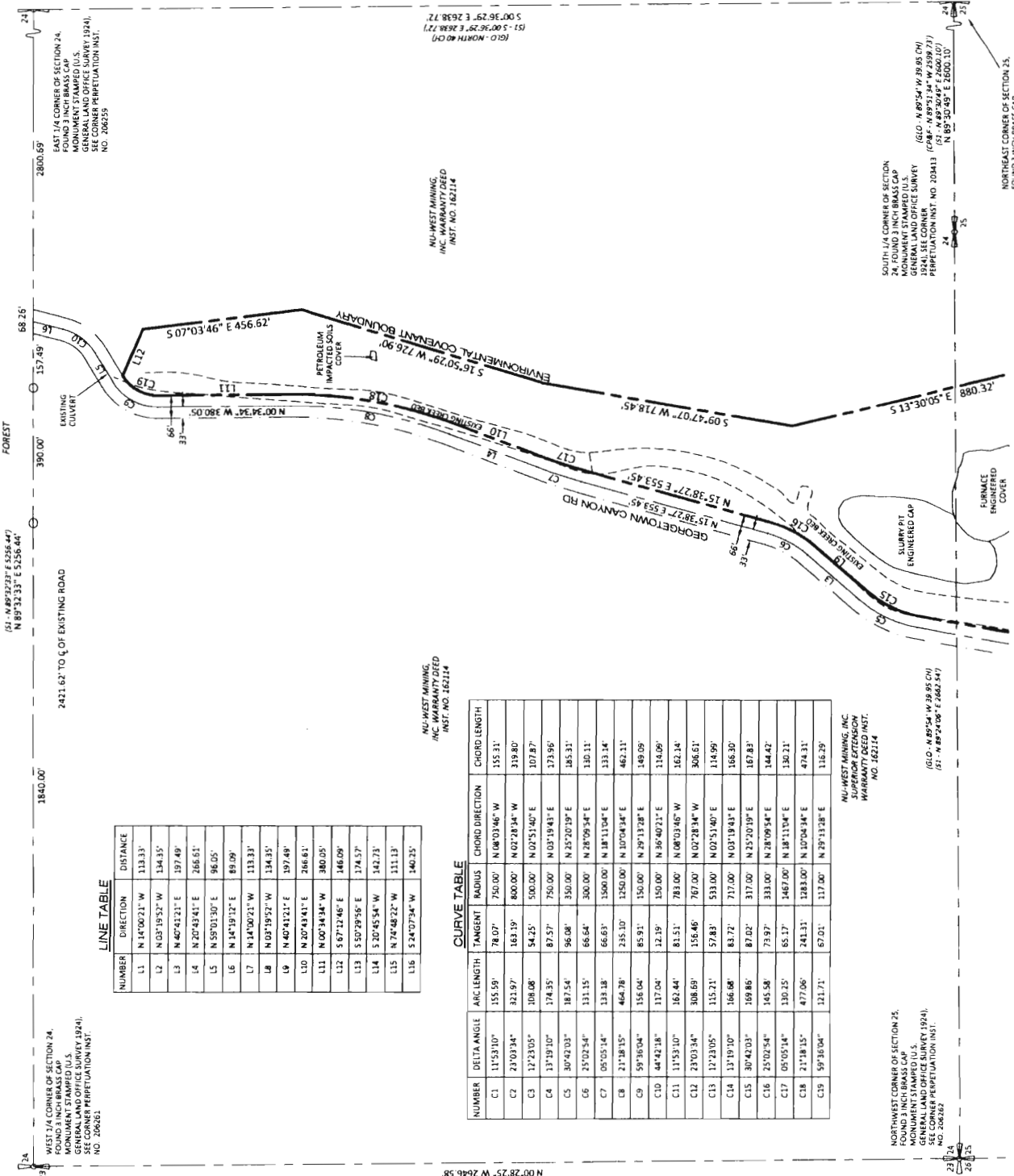
209702

SCHEDULE B
(MAP VIEW OF ENVIRONMENTAL COVENANT BOUNDARY)



BASIS OF BEARING
 PERCENTAGE BEARING
 ZONE OF IDAHO STATE PLANE
 COORDINATE SYSTEM

NU-WEST MINING, INC.
 LOCATED IN THE SOUTH HALF OF SECTION 24, AND THE NORTH
 HALF OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 44 EAST, B.M.,
 BEAR LAKE COUNTY, IDAHO



- LEGEND**
- FOUND SECTION CORNER
 - FOUND 1/4 CORNER
 - FOUND 3 INCH ALUMINUM CAP AFFIXED TO A 1/2 INCH REBAR STAMPED U.S. MONUMENT STAMPED U.S. GENERAL LAND OFFICE SURVEY 1924. SEE CORNER PERPETUATION INST. NO. 208263
 - SECTION LINE / STREET CENTERLINE
 - RIGHT-OF-WAY LINE FOR GEORGETOWN CANYON ROAD
 - ENVIRONMENTAL COVENANT BOUNDARY LINE
 - - - EXISTING BANK OF CREEK

REFERENCE DOCUMENTS

- (GLO-) BEARING AND DISTANCE PER GLO RECORDS
- (C98-) BEARING AND DISTANCE PER CORNER PERPETUATION INST. NO. S 208413 AND 208414
- (S1-) BEARING AND DISTANCE PER RECORD OF SURVEY INST. NO. 208263 FOR NU-WEST MINING, INC.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 14°00'21" W	113.33'
L2	N 02°19'52" W	134.35'
L3	N 40°41'31" E	197.49'
L4	N 20°48'41" E	266.61'
L5	N 59°01'30" E	96.05'
L6	N 14°19'12" E	89.09'
L7	N 14°00'21" W	113.33'
L8	N 03°19'52" W	134.35'
L9	N 40°41'31" E	197.49'
L10	N 20°48'41" E	266.61'
L11	N 02°14'34" W	300.05'
L12	S 67°12'46" E	146.09'
L13	S 50°29'56" E	174.57'
L14	S 20°45'54" W	142.73'
L15	N 74°48'22" W	111.13'
L16	S 24°07'34" W	140.25'

NU-WEST MINING, INC. WARRANTY DEED INST. NO. 162114

CURVE TABLE

NUMBER	DELTA ANGLE	ARC LENGTH	TANGENT	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	11°53'10"	155.59'	78.07'	750.00'	N 08°03'46" W	155.31'
C2	23°03'34"	324.97'	163.19'	800.00'	N 02°28'34" W	319.80'
C3	17°23'05"	308.08'	54.25'	500.00'	N 03°51'40" E	107.87'
C4	13°19'10"	174.35'	87.57'	750.00'	N 03°19'43" E	173.95'
C5	30°42'03"	187.54'	96.08'	350.00'	N 25°20'19" E	165.31'
C6	25°02'54"	131.15'	66.64'	300.00'	N 28°09'54" E	130.11'
C7	05°05'14"	133.18'	66.63'	1500.00'	N 18°11'04" E	133.34'
C8	21°18'15"	464.78'	235.10'	1250.00'	N 10°04'34" E	462.11'
C9	59°36'04"	156.04'	137.04'	150.00'	N 29°13'28" E	149.09'
C10	44°42'18"	117.04'	12.19'	150.00'	N 36°40'21" E	114.09'
C11	11°53'10"	162.44'	81.51'	783.00'	N 08°03'46" W	162.14'
C12	23°03'34"	308.69'	156.46'	767.00'	N 02°28'34" W	306.61'
C13	17°23'05"	115.21'	57.83'	533.00'	N 03°51'40" E	114.99'
C14	13°19'10"	166.08'	83.72'	717.00'	N 03°19'43" E	166.30'
C15	30°42'03"	169.86'	87.02'	317.00'	N 25°20'19" E	167.83'
C16	25°02'54"	145.58'	73.97'	333.00'	N 28°09'54" E	144.42'
C17	05°05'14"	130.25'	65.17'	1467.00'	N 18°11'04" E	130.21'
C18	21°18'15"	477.06'	241.31'	1283.00'	N 10°04'34" E	474.31'
C19	59°36'04"	121.71'	67.01'	117.00'	N 29°13'28" E	116.29'

NU-WEST MINING, INC. WARRANTY DEED INST. NO. 162114

NORTHWEST CORNER OF SECTION 25.
 FOUND 3 INCH BRASS CAP
 MONUMENT STAMPED U.S.
 GENERAL LAND OFFICE SURVEY 1924.
 SEE CORNER PERPETUATION INST.
 NO. 208262

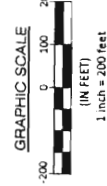
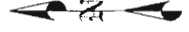
SOUTH 1/4 CORNER OF SECTION 24.
 FOUND 3 INCH BRASS CAP
 MONUMENT STAMPED U.S.
 GENERAL LAND OFFICE SURVEY 1924.
 SEE CORNER PERPETUATION INST.
 NO. 208262

EAST 1/4 CORNER OF SECTION 24.
 FOUND 3 INCH BRASS CAP
 MONUMENT STAMPED U.S.
 GENERAL LAND OFFICE SURVEY 1924.
 SEE CORNER PERPETUATION INST.
 NO. 208262

NORTHEAST CORNER OF SECTION 25.
 FOUND 3 INCH BRASS CAP
 MONUMENT STAMPED U.S.
 GENERAL LAND OFFICE SURVEY 1924.
 SEE CORNER PERPETUATION INST.
 NO. 208414

(10) 09' W. 10.00' N. (19)
 (89) 04' W. 52.82' N. (15)
 (89) 04' W. 26.66' N. (15)

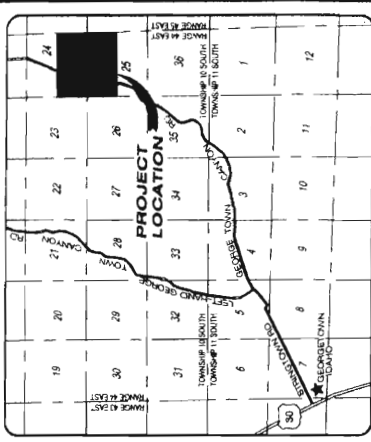
209702



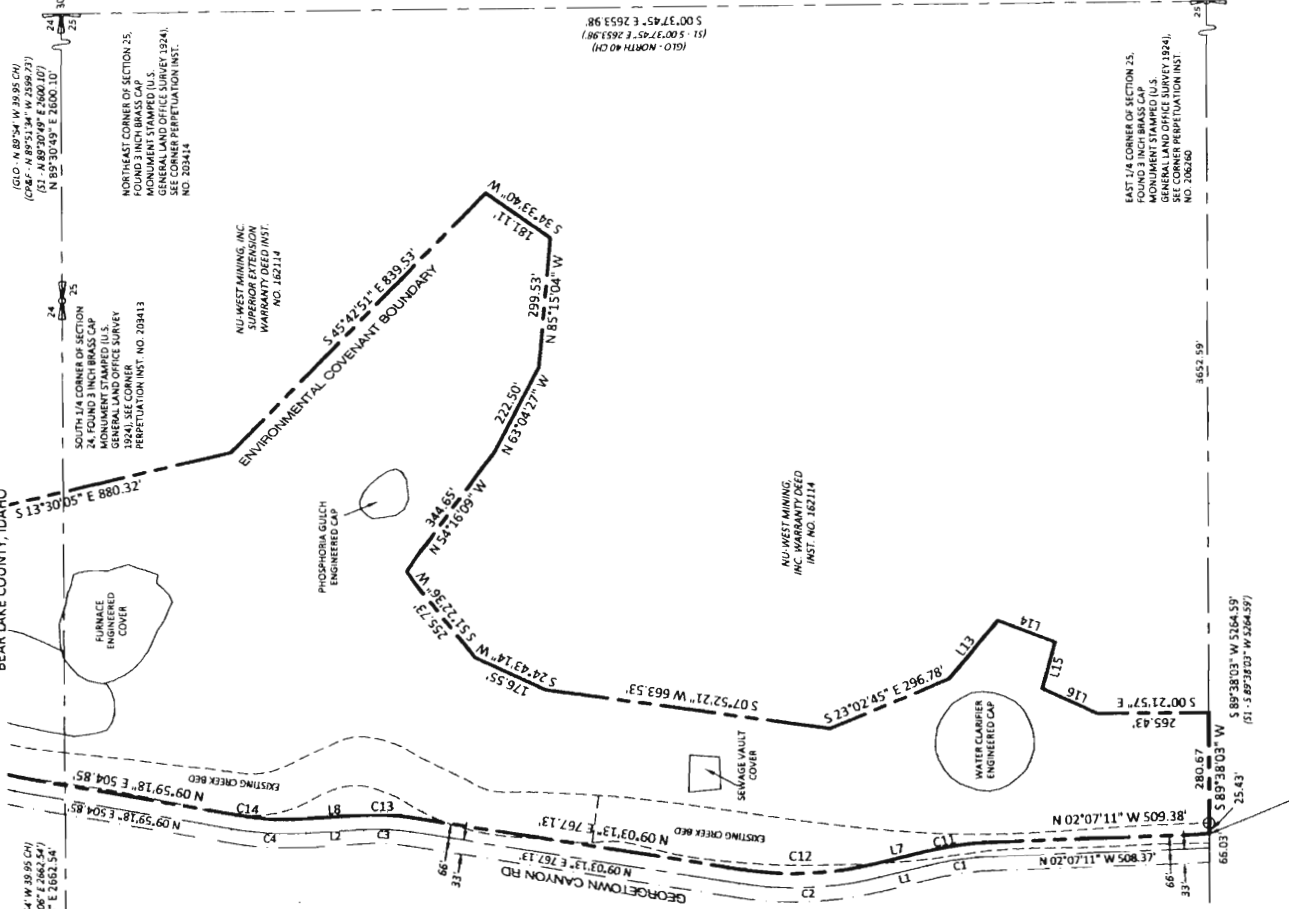
BASIS OF BEARING
PER CENTRAL MERIDIAN OF EAST
ZONE OF IDAHO STATE PLANE
COORDINATE SYSTEM

REFERENCE DOCUMENTS
(610-) BEARING AND DISTANCE PER GLO RECORDS
(078-) BEARING AND DISTANCE PER CORNER PERPETUATION INST. NO. 203413 AND 203414
(51-) BEARING AND DISTANCE PER RECORD OF SURVEY INST. NO. 206863 FOR NU-WEST MINING, INC.

VICINITY MAP
LEGEND
FOUND SECTION CORNER
FOUND 1/4 CORNER
FOUND 2 INCH ALUMINUM CAP AFFIXED TO A 1/2 INCH REBAR STAMPED (P.O.L. 2009) IS 130231 SEE NOS RECORDED INST. NO. 206283
SECTION LINE / STREET CENTERLINE
RIGHT-OF-WAY LINE FOR GEORGETOWN CANYON ROAD
ENVIRONMENTAL COVENANT BOUNDARY
EXISTING BANK OF CREEK



NU-WEST MINING, INC.
LOCATED IN THE SOUTH HALF OF SECTION 24, AND THE NORTH
HALF OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 44 EAST, B.M.,
BEAR LAKE COUNTY, IDAHO



ENVIRONMENTAL COVENANT BOUNDARY DESCRIPTION

- (1) NORTH 02°07'11" WEST A DISTANCE OF 509.38 FEET TO A POINT OF TANGENCY OF A 780.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 87°52'49" WEST;
- (2) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 11°53'10" AN ARC LENGTH OF 82.44 FEET (THE CHORD OF SAID CURVE BEARS NORTH 08°03'48" WEST A DISTANCE OF 182.14 FEET);
- (3) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 10°15'08" WEST A DISTANCE OF 113.33 FEET TO A POINT OF TANGENCY OF A 767.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 25°58'19" EAST;
- (4) THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 23°03'34" AN ARC LENGTH OF 308.69 FEET (THE CHORD OF SAID CURVE BEARS NORTH 07°28'34" WEST A DISTANCE OF 308.61 FEET);
- (5) THENCE NORTH 09°09'13" EAST A DISTANCE OF 87.13 FEET TO A POINT OF TANGENCY OF A 533.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 80°35'47" WEST;
- (6) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 12°23'05" AN ARC LENGTH OF 115.21 FEET (THE CHORD OF SAID CURVE BEARS NORTH 02°51'40" EAST A DISTANCE OF 114.99 FEET);
- (7) THENCE NORTH 03°19'37" WEST A DISTANCE OF 134.35 FEET TO A POINT OF TANGENCY OF A 717.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 85°40'08" EAST;
- (8) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 13°19'10" AN ARC LENGTH OF 169.68 FEET (THE CHORD OF SAID CURVE BEARS NORTH 03°19'43" EAST A DISTANCE OF 167.83 FEET);
- (9) THENCE NORTH 09°58'18" EAST A DISTANCE OF 504.85 FEET TO A POINT OF TANGENCY OF A 317.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 80°07'42" EAST;
- (10) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 30°42'03" AN ARC LENGTH OF 169.86 FEET (THE CHORD OF SAID CURVE BEARS NORTH 25°20'19" EAST A DISTANCE OF 167.83 FEET);
- (11) THENCE NORTH 46°01'15" EAST A DISTANCE OF 197.49 FEET TO A POINT OF TANGENCY OF A 317.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 80°07'42" EAST;
- (12) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 25°02'54" AN ARC LENGTH OF 145.58 FEET (THE CHORD OF SAID CURVE BEARS NORTH 28°09'54" EAST A DISTANCE OF 144.42 FEET);
- (13) THENCE NORTH 15°38'27" EAST A DISTANCE OF 553.45 FEET TO A POINT OF TANGENCY OF A 1467.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 74°23'33" EAST;
- (14) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 05°05'47" AN ARC LENGTH OF 130.33 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°11'04" EAST A DISTANCE OF 130.21 FEET);
- (15) THENCE NORTH 20°43'41" EAST A DISTANCE OF 268.61 FEET TO A POINT OF TANGENCY OF A 1283.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 69°16'19" WEST;
- (16) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 21°15'15" AN ARC LENGTH OF 377.06 FEET (THE CHORD OF SAID CURVE BEARS NORTH 11°13'15" EAST A DISTANCE OF 376.97 FEET);
- (17) THENCE NORTH 60°34'04" WEST A DISTANCE OF 340.05 FEET TO A POINT OF TANGENCY OF A 117.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 88°25'26" EAST;
- (18) THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 59°35'04" AN ARC LENGTH OF 121.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH 29°13'28" EAST A DISTANCE OF 116.29 FEET);
- (19) THENCE SOUTH 07°12'48" EAST A DISTANCE OF 146.09 FEET;
- (20) THENCE SOUTH 07°12'48" WEST A DISTANCE OF 146.09 FEET;
- (21) THENCE SOUTH 16°50'29" WEST A DISTANCE OF 718.45 FEET;
- (22) THENCE SOUTH 09°47'07" EAST A DISTANCE OF 880.32 FEET;
- (23) THENCE SOUTH 13°30'05" EAST A DISTANCE OF 839.53 FEET;
- (24) THENCE SOUTH 45°42'51" EAST A DISTANCE OF 839.53 FEET;
- (25) THENCE SOUTH 85°15'04" WEST A DISTANCE OF 238.13 FEET;
- (26) THENCE SOUTH 85°15'04" WEST A DISTANCE OF 238.13 FEET;
- (27) THENCE NORTH 63°04'27" WEST A DISTANCE OF 222.50 FEET;
- (28) THENCE NORTH 54°16'09" WEST A DISTANCE OF 344.85 FEET;
- (29) THENCE SOUTH 51°23'36" WEST A DISTANCE OF 255.78 FEET;
- (30) THENCE SOUTH 07°12'48" WEST A DISTANCE OF 146.09 FEET;
- (31) THENCE SOUTH 07°12'48" WEST A DISTANCE OF 146.09 FEET;
- (32) THENCE SOUTH 50°29'58" EAST A DISTANCE OF 174.57 FEET;
- (33) THENCE SOUTH 20°45'54" WEST A DISTANCE OF 142.73 FEET;
- (34) THENCE NORTH 74°48'22" WEST A DISTANCE OF 121.13 FEET;
- (35) THENCE SOUTH 00°21'57" EAST A DISTANCE OF 268.43 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SECTION 25;
- (36) THENCE SOUTH 89°38'03" WEST, ALONG SAID LATITUDINAL CENTERLINE OF SECTION 25, A DISTANCE OF 280.67 FEET TO THE POINT OF BEGINNING

CONTAINING 51.90 ACRES MORE OR LESS 1361.15' S 131.28' E

NU-WEST MINING, INC. WARRANTY DEED INST. NO. 182114

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