

Instrument # 610331

HAILEY, BLAINE, IDAHO
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Recording Requested By and
When Recorded Return to:

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

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 Minnie Moore Resources, Inc. doing business as M.M.R., Inc, a Nevada corporation, (“OWNER”), the United States Environmental Protection Agency (“EPA”) 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. OWNER and the Department are each a “holder” as defined in Idaho Code § 55-3002(6). OWNER, as the current owner of the Property grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located about 1.5 miles west of the city of Bellevue, County of Blaine, State of Idaho, legally described as Section 35, Township 2 North, Range 18 East of the Boise Meridian (hereafter referred to as “the Property”). The Property is legally described more fully in the attached Schedule A.

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

Reason for Activity and Use Limitations. The Property was previously used as part of mining and milling operations, thereby becoming contaminated with lead, arsenic, cadmium, manganese and other heavy metals. In September and October of 2005, EPA conducted a removal action at the Property. The removal action primarily consisted of the consolidation of contaminated soil

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into a pile of contaminated mine tailings, contouring of the soil and tailings waste to promote run-off of surface water, and placement of clean soil and vegetation on top of the consolidated soil and tailings waste to stabilize the area and reduce infiltration of precipitation to the underlying contamination. That portion of the Property, approximately 6 acres in size, where the pile of contaminated soil and tailings is situated and covered in this manner is referred to in this Environmental Covenant as the "Waste Area", and is depicted on the diagram included in the attached Schedule B. This Environmental Covenant is required because the removal action resulted in concentrations of heavy metals underlying the Waste Area of the Property. These concentrations may be at or above risk-based screening levels as determined by EPA and for which future use of the Property or Waste Area shall be limited to protect human health and the environment.

In 2004, a groundwater sample obtained from a domestic well located on the Property showed a concentration of cadmium at 6.0 micrograms per liter (m/l). This amount of cadmium was slightly in excess of the applicable drinking water maximum contaminant level of 5.0 m/l. This level of cadmium did not warrant restrictions on groundwater use at the time, but this Environmental Covenant shall act as notice that further testing may be necessary prior to any anticipated use.

Environmental Response Project. The removal action was performed by EPA pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, and is an "environmental response project" as defined in Idaho Code § 55-3002(5),

Name and Location of Administrative Record. A copy of the administrative record for the "Minnie Moore Mine Superfund Site," which supports the removal action performed by EPA and was prepared in accordance with 40 C.F.R. §§ 300.800-300.825, may be found at the EPA office located at 1200 Sixth Avenue, Seattle, Washington 98101.

Activity and Use Limitations. OWNER, by acceptance and recordation of this Environmental Covenant, and all successors in interest are hereby restricted from using the Property or the Waste Area, now or at any time in the future, as specifically set forth below:

1. No buildings, structures or devices of any kind or nature shall be constructed or located on or placed into the Waste Area. However, equipment may be temporarily placed on the Waste Area for the sole purpose of maintaining the Waste Area soil and vegetative cover.
2. Structures that restrict vehicular access to the Waste Area shall be installed and/or maintained. This includes installation and/or maintenance of a fence on the Property between Broadford Road and the Waste Area that will serve to prevent vehicles from driving onto the Waste Area from the road. As part of the removal action performed in 2005, EPA installed a three strand wire fence on the Property, between Broadford Road and the Waste Area. At a minimum, this fence shall be maintained, along with other fencing at the Property necessary to restrict unabated public access to the Waste Area.

3. There shall be no excavation, digging or trenching activities conducted in or on the Waste Area, unless such activities are first approved, in writing, by the Department.
4. An appropriate vegetative cover on the Waste Area shall be maintained. The vegetative cover shall consist of grasses and forbs. Deep-rooting woody plant species (trees and shrubs) shall not be allowed to grow on the Waste Area. Vegetative cover on the Waste Area shall mostly consist of native vegetation similar in form and plant density to the undisturbed non-riparian areas near the Property. Any activity that may damage or disturb the integrity of the vegetative cover on the Waste Area, or may result in the release or exposure to the environment of any contamination that remains beneath the vegetative cover is prohibited without prior written approval from the Department.

OWNER, or its successors in interest, shall be solely responsible for demonstrating that use of the Property and the Waste Area is in conformity with the Activity and Use Limitations. The Activity and Use Limitations are imposed due to conditions resulting from former uses of the Property.

Maintenance and Repair. OWNER and its successors in interest to the Waste Area of the Property shall maintain and, if necessary, repair the vegetative cover on the Waste Area.

Amendment by Consent. The 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 the Environmental Covenant to a new holder is an amendment.

Termination by Consent. The Activity and Use Limitations shall apply to the Property and Waste Area, or any subdivided portion thereof, unless OWNER, or a successor in interest, applies to the Department to have this Environmental Covenant terminated pursuant to Idaho Code § 55-3010 and demonstrates that:

1. The Property, Waste Area, or any subdivided portion thereof is shown in a Department-approved document not to contain contamination; or
2. Contamination is 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, leasing, 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 of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by OWNER, 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, OWNER, 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 therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by OWNER, or by its successors in interest, to the following persons: (a) each person that signed the 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 the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against OWNER or its successors-in-interest, including subsequent owners of the Property or Waste Area and any other person using the Property or Waste Area. Failure of OWNER, 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 that the Owner 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 the Owner as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Property Access. The Department and EPA shall have a right of access to the Property for the purposes of ensuring compliance with this Environmental Covenant.

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, 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 OWNER or its successors, EPA or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are 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: Minnie Moore Resources, Inc. d/b/a M.M.R., Inc.
c/o Carl Johnston, President and Owner
3154 Sorrel Street
Las Vegas, Nevada 89146

EPA: United States Environmental Protection Agency
Emergency Response Unit
Office of Environmental Cleanup
1200 Sixth Avenue, ECL-116
Seattle, Washington 98101
Attn: Unit Manager

THE DEPARTMENT: Idaho Department of Environmental Quality
ATTN: Joe Nagel
1410 N. Hilton
Boise, ID 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 the 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 the 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 OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER 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: *Curt Fransen*

Printed Name: Curt Fransen

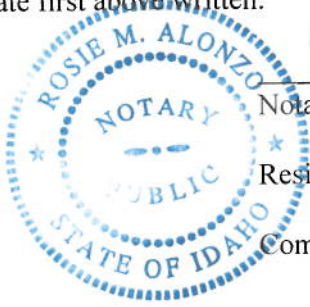
Title: Director, Idaho Department of Environmental Quality

Date: 5/13/13

State of Idaho)
) ss.
County of Ada)

On this 3 day of May , in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Curt Fransen, 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.



 Rosie M. Alonzo
Notary Public for Idaho

Residing at: Nampa, Idaho

Commission Expires: 1/30/2015

Signature and Acknowledgments

Accepted:

Property Owner

Signature:

Carl Johnston

Printed Name: Carl Johnston

Title: President, Minnie Moore Resources, Inc. d/b/a M.M.R., Inc.

Date:

4/24/2013

State of NEVADA)

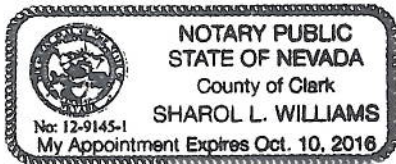
) ss.

County of CLARK)

On this 24 day of APRIL, in the year 2013, before me, a Notary Public in and for said State, personally appeared Carl Johnston, known or identified to me to be the President of Minnie Moore Resources, Inc., d/b/a M.M.R., Inc. a Nevada corporation, that executed this Environmental Covenant, and acknowledged to me that such corporation 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.

Sharol L. Williams



Notary Public for THE UPS STORE

3395 S. JONES BLVD.
LAS VEGAS, NV 89146

Residing at: _____

Commission Expires: 10/10/16

Schedule A:

Commencing at the Northwest Corner of said Section 35; thence
S 40°32'24" E 731.39 feet; thence
S 48°15'00" E 200.00 feet to the centerline of Pine Street; thence
N 69°30'00" E along the center line of Pine Street 360.00 Feet to the centerline
intersection of
Pine Street and South Main Street; thence
S 48°15'00" E along the centerline of South Main Street 30.00 Feet to the Real
Point of
Beginning; thence
From said Real Point of Beginning, S 48°15'00" E along the centerline of South
Main Street
1170.00 feet to the centerline intersection of South Main and Willow Streets;
thence
N 69°30'00" E 37.01 feet; thence
N 35°00'00" W 42.79 feet; thence
N 89°59'48" E 255.17 feet; thence
N 39°39'19" W 126.66 feet; thence
N 29°45'01" W 133.62 feet; thence
N 50°26'50" W 86.27 feet; thence
N 35°20'57" W 164.55 feet; thence
N 22°52'02" W 91.59 feet; thence
N 30°35'56" W 65.84 feet; thence
N 19°03 '38" W 82.58 feet; thence
N 33°27'10" W 117.03 feet; thence
N 45°42 '07" W 102.97 feet; thence
S 69°30'00" W 102.60 feet; thence
N 48°15'00" W 170.00 feet to the southerly right of way of Pine Street; thence
S 69°30'00" W along the southerly right of way of Pine Street, 400.00 feet to the
Real Point of Beginning

Schedule B:

Map Diagram showing Waste Area and the Property

