

THE UNITED STATES OF AMERICA,

Co all to whom these Presents shall come, Gritting:

WESTER In pursuance of the Act of Congress, approved March 3, 1855, entitled	"An
Act in addition to certain Acts granting Bonnty Land to certain Officers and Soldiers who have been eng	aged
in the military service of the United States," there has been deposited in the GENERAL LAND OFF	ICE,
Warrant No. 85. 827 for 160 acres, in favor of Renjamin	mentane a managarang
Faher, Trivate, Captain M. Fride's Company Utah Mis	litia
Fraker, Grivate, Captain M.: Bride's Company, Utah Min Utah Indian Disturbance,	7

with evidence that the same has been duly located upon the South half of the North
West quarter the South West quanter of the North East quarter
and the North West quarter of the South East quarter of Section Twenty eight in Township Thirty one North of Branze One East, Mount Diablo Brase and Meridian, in the District of
Section Twenty eight in Township Thirty one North of Brance One
East, Mount Diablo Base and Meridian in the District of
Lands subject to sale at Marysville California, containing
One Hundred and sixty acres,

the SURVEYOR GENERAL the said Warrant having been assigned by the said Benjamin Haher to William Mager and Charles Camden, in whose favor said tract has been located.

NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said William Magee and Charles Camban us assigness as aforesaid and to their heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said William Mague and Charles Camden as assignees as a foresaid and to their

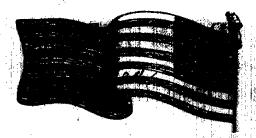
heirs and assigns forever.

In testimony whereof, I, Noraham Lincoln

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City	of Washington, the First day
of May	in the year of our Lord one thousand
eight hundred and Sind	ty two, and of the Independence
OF THE UNITED STATES the	ty two, and of the Independence bighty sixth
BY THE PRESIDENT: Stra	ham Lincoln
$\sim \mathcal{N}$	V O Stadolard and

Granger Recorder of the General Land Office.



THE UNITED STATES OF AM

Co all to whom these Presents shall come, Greefing

W.	iereas, in	pursuance of	he Act of Cor	ngress, approve	d March 8, 1855,	entitled an	" Ån
Act in addition	to certain Acts	granting Boun	y Land to cer	tain Officers an	d Soldiers who ha	ve been eng	aged
in the militar	y service of the	United States,"	there has be	en deposited i	n the GENERAL	LAND OFF	ICE.
Warrant No.	96 502	for	160	acres, in	favor of	abeth	,
Whent.	Sormerly	widow	of Lim	on John	son Seam	an The	1/
Sohn	Holams.	W. S.	Navy.	War 18	son, Geam 12,		
			0 '	·		,	,

with evidence that the same has been duly located upon	the South West quarter of
Section Twenty eight in Town Prange One East, Mount in the District of Lands so	nship Thirty one North of
Prange One East Mount	Diablo Brase and Meridian.
in the District of Lands so	ubject to sale at Manysville
California, containing One	Hundred and sixty acres,

according to the Official Plat of the Survey of said Lands returned to the said Elizabeth Hunt to William Magee and Charles Camden, in whose favor said tract has been located.

NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said William Magee und Charles Camden as assignes as aforesaid and to their heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land with the appurtenances thereof, unto the said William Magee and Charles Camden as assignees as afores aid and to their

heirs and assigns forever.

In testimony whereof, I, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

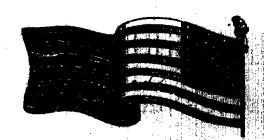
GIVEN under my hand, at the CITY OF WASHINGTON, the eight hundred and sisety OF THE UNITED STATES the

in the year of our Lord one thousand , and of the Independence two

BY THE PRESIDENT:

Van ger Recorder of the General Land Office.





THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

Act in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged in the military service of the United States," there has been deposited in the GENERAL LAND OFFICE, Warrant No. 99.111 for 160 acres, in favor of Benjamin Carpenter, Private, Capitain Hensely's Company, California Yolunteers, War with Mexico,

with evidence that the same has been duly located upon the South half of the North
East quarter of Section Inventor Sive in Township Thirty and
North of Brange One West, and the South half of the Lot numbered
One and the South half of the Lot numbered Two of the North
West quarter of Section Thirty in Township Thirty and North of
Trange One East Mount Diable Frase and Meridian in the District of Lands subject to sale oit Marys wille California, containing One Houndred and sistly one acres and Forty five hundred this of an acre, according to the Official Plat of the Survey of said Lands returned to the California Land office by
of Lands subject to sale at Marys ville California, containing One Hundred
and sisely one acres and Forty five hundredths of an acre,
according to the Official Flat of the Survey of said Lands returned to the
the SURVEYOR GENERAL the said Warrant having been assigned by the said
Prenjamin Carpenter to William Mager and Charles Camden
in whose favor's aid tract has been located.
NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said
William Mager and Charles Camden as assignees as aforesaid and
to their heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said William Magee and Charles Camelen as assignees as afores with and to their

heirs and assigns forever.

In testimony whereof, I, Sovaham Lincoln

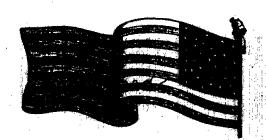
PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

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IVEN	under my hand, at the Crry or	WASHINGTON, the Tirst d	ay
;	of Mery	in the year of our Lord one thousan	
	eight hundred and Sisch	y two, and of the Independent	CE
: :•	of the United States the	Cighty sixth	

BY THE PRESIDENT: Moraham Line ohn

f. Granger Recorder of the General Land Office.



THE UNITED STATES OF AMERICA;

Co all to whom these Presents shall come, Greeting:

WILLEAS, In pursuance of the Act of Congress, approved March 3, 1855, entitled an "An
Act in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged
in the military service of the United States," there has been deposited in the GENERAL LAND OFFICE,
Warrant No. 87 600 for 160 acres, in favor of Holam boom
Private, who served as Adam A. Coon, Captain Parkinson's Company, Sowa Militia, Itlach Wark War,
Company, Sowa Militia, Itlach Hawk War,
of the state of th

with evidence that the same has been duly located upon the South half of the South East
a to 19th of the ditte With but the With East
quarter of Section Inventy eight in Township Thirty one; North, of Prange One East, Mount Diablo Prase and Meridian, in the District of Lands subject to sale at Marysville California, containing One Hundred and sisety acres,
of Trange One East, Mount Diablo Dase and Meridian in
The District of Lands subject to sale at Marysville California,
containing One Toundred and sistly acres,

according to the Official Plat of the Survey of said Lands returned to the alaste Land of the by the SURVEYOR GENERAL the said Warrant having been essigned by the said Kelam boom to William Magee and Charles Camelen, in whose favor said tract has been located.

NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said William Magee and Charles Camden as assignees as aforesaid and to their heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land with the appurtenances thereof, unto the said William Magee and Charles Camben as assigness as afore, aid and to their

heirs and assigns forever.

In testimony whereof, I, Avaham Lincoln PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

O

of May in the year of our Lord one thousand eight hundred and sixty two, and of the Independence of the United States the Gighty sixth

BY THE PRESIDENT: Horaham Lincoln

J. Sranger Recorder of the General Land Office.



HE UNITED STATES OF AMERICA

To all to woon these Presents shall come, Greenber:

William In pursuance of the Act of Congress, approved March 3, 1855, entitled "An Act in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged in the military service of the United States," there has been deposited in the GENERAL LAND OFFICE, Warrant No. 93.686 for 160 acres, in favor of Jacob Durston, Teamster, U. S. Quarter Master's Department, Wewwith Mexico,

with evidence that the same has been duly located upon the Gast half of the South Gast
quarter of Section Thirty and the West half of the South West quarter of Section Twenty nine in Township Thirty one, North, of Trange One East Mount Diable Hase and Meridian, in the District of Lands subject to sale at Marysville, California containing One Hundred and sixty acres,
quarter of dection Iwenty nine in Township Thirty one, North
of Trange One East Mount Diable Fase and Meridian, in
The District of Lands subject to sale at Mary sville, California
containing One Dundred and Sixty acres,

according to the Official Plat of the Survey of said Lands returned to the the SURVEYOR GENERAL the said Warrant having been assigned by the said facob Durston to William Mager and Charles Cambin, in whose favor said tract has been located.

NOW KNOW YE, That there is therefore granted by the UNITED STATES unto the said

William Mager and Charles Camden as assignees as aforesaid and to their heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said William Magee and Charles Cam den as assignees as afores aid and to their

heirs and assigns forever.

Thraham In testimony whereof. I. PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the in the year of our Lord one thousand eight hundred and sistly two , and of the Inderence OF THE UNITED STATES the

ranger ... Recorder of the General Land Office.

day

TOWNSHIP 33 NORTH RANGE 6 WEST OF THE MOUNT DIABLO MERIDIAN, CALIFORNIA

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SEC	NE NW SW SE			E NE NW SW S		NWSV	w SE	FOR ORDERS	EFFECTING DISPOSAL OR U	SE OF UNIDENTI	FIED LANDS WITHDRAWN FOR CLASS	IFICATION, MINERALS,	WATER, AND/OR	OTHER PUBL	IC PURPOSES, AND INDIAN TREATIES, REFER TO INDEX OF MISCELLANEOUS DOCUMENTS
16									A11						
36									All		SG	Act of Cong	3/3/1853		Title to State to vest on approval of Survey, Subj. to prior rights
3 1								37	MS 40	43.99	ME Pat	410	8/12/1872		MC 2
34	XX)	X		XX	X		29N 3W	360.00	SS Agri College	1	7/11/1873		See SS Pat 3/10/1874
34	XX			X .	1	XX	X		29N 3W, 31N 1W	360.00	SS Agri College Pat		3/10/1874		See SS 1 7/11/1873
1								38	MS 2519	19.97	ME Pat	16271	5/6/1890		MC 219
]								39	MS 2520	16.05	ME Pat	16272	5/6/1890		MC 220
]								40	MS 2521; 33N 5W	20.60	ME Pat	17143	1/21/1891		MC 230
]								44	MS 2715; 33N 5W	20.34	ME Pat	18368	7/18/1891		MC 246
								42 A, B	MS 2661; 33N 5W	22.61	ME Pat	18484	8/10/1891		Excluding Brown Bear Quartz Lode; MC 245
1								41	MS 2663; 33N 5W	19.41	ME Pat	20693	4/9/1892		Excluding lots 37, 40; MC 267
								54	MS 3104	19.87	ME Pat	23186	7/1/1893		MC 281
								55	MS 3109; 33N 5W	12.94	ME Pat	23253	7/15/1893		Excluding lots 42 A, 54, Snyder, Last Chance Lodes; MC 282
26															
27															
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35								45	MS 2949	19.33	ME Pat	24666	8/1/1894		MC 259
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17	XX		X	X X X	(X	X X	X		32N IW	2898.66	RRG Pat	35	2/14/1896		
34	X	X >	X							160.00	CE Pat	3429	4/4/1896		
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27)	X	XX				2 thru 5		300.14	RRG Pat	46	4/16/1896		
14															
15								<u>, , , , , , , , , , , , , , , , , , , </u>	MS 3234	128.37	ME Pat	27139	6/18/1896		MC 315
12								See Rmks		82.07	ME Pat	28718	11/4/1897		Lots 49 thru 52, MS 3037; MC 268
15	XX	X	X	X X X		XX			29N 6W	480.00	RRG Pat	68 	7/9/1898		
26															
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Mountain Copper Co. Ltd.	Alton Mining Claim et al
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Iron Mountain Inv. Co.	Mitchell Brothers Mine No. 2
Iron Mountain Inv. Co.	Mitchell Brothers #3 Quartz Min
Iron Mountain Inv. Co.	Mitchell Brothers Mine No. 3
Iron Mountain Inv. Co.	Mitchell Brothers #1 Quartz Min
Iron Mountain Inv. Co.	Mitchell Brothers Mine No. 1
Iron Mountain Inv. Co.	Mitchell No. 3
Iron Mountain Inv. Co.	Мосор
Iron Mountain Inv. Co.	Monte Christo Con. Mines
Iron Mountain Inv. Co.	Monte Cristo Quartz Mine
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Iron Mountain Inv. Co.	Monte Cristo et al
Iron Mountain Inv. Co.	New Year et al
Iron Mountain Inv. Co.	New Year Mine
Iron Mountain Inv. Co.	New Year Mining Claim
Iron Mountain Inv. Co.	Newport et al
Iron Mountain Inv. Co.	Noble et al
Iron Mountain Inv. Co.	Nocturne et al
Iron Mountain Inv. Co.	Nocturne Mining Claim
Iron Mountain Inv. Co.	Noonday et al
Iron Mountain Inv. Co.	Noonday Quartz Mine
Iron Mountain Inv. Co.	Oakwood et al
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Iron Mountain Inv. Co.	Saratoga Claim et al

Iron Mountain Inv. Co.	Saratoga et al
Iron Mountain Inv. Co.	Saratoga Quartz Mining Claim et al
Iron Mountain Inv. Co.	Scott
Iron Mountain Inv. Co.	Scott et al
Iron Mountain Inv. Co.	Scott Quartz Mine et al
Iron Mountain Inv. Co.	Smoke Stack Quartz Mine
Iron Mountain Inv. Co.	Smokestack Quartz Mine
Iron Mountain Inv. Co.	Sullivan Quartz Mining Claim et al
Iron Mountain Inv. Co.	Sultana et al
Iron Mountain Inv. Co.	Summit Claim et al
Iron Mountain Inv. Co.	Summit et al
Iron Mountain Inv. Co.	Summit Quartz Mine
Iron Mountain Inv. Co.	Sun Rise Quartz Mine
Iron Mountain Inv. Co.	Sundown Quartz Mining Claim
Iron Mountain Inv. Co.	Sundown Quartz Mine
Iron Mountain Inv. Co.	SundownQuartz Mine
Iron Mountain Inv. Co.	Sunrise
Iron Mountain Inv. Co.	Sunrise Quartz Mine
Iron Mountain Inv. Co.	Sunrise Quartz Mining Claim
Iron Mountain Inv. Co.	Sunset Quartz Mine
Iron Mountain Inv. Co.	Switch-back Quartz Mine
Iron Mountain Inv. Co.	Switchback

Iron Mountain Inv. Co.	Telephone Mine
Iron Mountain Inv. Co.	Telephone Quartz Mine
Iron Mountain Inv. Co.	Time Check Quartz Mine
Iron Mountain Inv. Co.	Time Check Mining Claim
Iron Mountain Inv. Co.	Tuxedo Claim et al
Iron Mountain Inv. Co.	Tuxedo et al
Iron Mountain Inv. Co.	Tuxedo Quartz Mining Claim et al
Iron Mountain Inv. Co.	Velvet
Iron Mountain Inv. Co.	Velvet et al

Iron Mountain Inv. Co.	Wasp et al
Iron Mountain Inv. Co.	Wasp Mine
Iron Mountain Inv. Co.	Wedge et al
Iron Mountain Inv. Co.	Westbourne et al
Iron Mountain Inv. Co.	Westbourne Mine et al
Iron Mountain Inv. Co.	Western et al
Iron Mountain Inv. Co.	Weymouth et al
Iron Mountain Inv. Co.	Willamette Quartz Mine
Iron Mountain Inv. Co.	Williamette Quartz Mine
Iron Mountain Inv. Co.	Wilson
Iron Mountain Inv. Co.	Wilson et al
Iron Mountain Inv. Co.	Yellow Jacket et al
Iron Mountain Inv. Co.	Young America Quartz Mine
Iron Mountain Inv. Co.	Young America
Iron Mountain Invest. Co.	Big Dipper Quartz Mine
Iron Mt. Inv. Co.	Alder
Iron Mt. Inv. Co.	Alice Fraction Claim
Iron Mt. Inv. Co.	Alton et al
Iron Mt. Inv. Co.	Alton Quartz Min. Claim et al
Iron Mt. Inv. Co.	Arlington et al

SURVEYS

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IRON MOUNTAIN INVESTMENT CO; Shasta; CAS 0022784
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CACAAA 011160
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011170
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011171
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011172
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011176
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011176
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011177
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011178
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011180
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011181
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CACAAA 011182
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 011184
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CACAAA 011193
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013479
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013481
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013482
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013488
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAR 0001460
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0012470
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013497
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0013351
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013504
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0014198
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013687
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0014199
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CACAAA 013996
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013500
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013686
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CACAAA 013688
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CACAAA 013489
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0014200
IRON MOUNTAIN INVESTMENT CO TH: Shasta: CAS 0014201
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0014927
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0016934
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0016935
IRON MOUNTAIN INVESTMENT CO TH; Shasta ; CAS 0016956
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0017172
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0017173
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0022492
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0022783
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0031515
IRON MOUNTAIN INVESTMENT CO TH; Shasta; CAS 0031813
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sums#54274

AR0245

SEAL MUST BE EMBOSSED

CERTIFICATION MUST BE PURPLE TO BE VALID

STATE OF CALIFORNIA COUNTY OF SHASTA

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON RECORD IN THIS OFFICE.

MARJORIE A. KIVLEY, County Recorder

1-4-90

DOCUMENT # 168

This conveyance is one to the Grantor's sole shareholder in liquidation and dissolution and is solely in consideration of the cancellation and retirement of all of the Grantor's capital stock.

DOCUMENTARY TRANSFER TAX \$ (NOTICE DUC).

COMPUTED ON TULL VALUE OF PROPERTY CONVEYED, OR COMPUTED ON FULL VALUE LESS LIENS & ENCUM-BRANCES REMAINING THEREON AT TIME OF SALE. Signature of declarant or agent determining tax - firm name.

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STAUFFER CHEMICAL COMPANY

O'DONNELL WAISS, WALL & AT 5 MIN. PAST 10 A M

JAN 7 1970 Volume 1015 Page MECONDER FEE \$_7_60

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRON MOUNTAIN CORPORATION, a dissolved California corporation, hereby grants to STAUFFER CHEMICAL COMPANY, a Delaware corporation, the following described real property situate in the Unincorporated Area of the County of Shasta, State of California, described as follows:

PARCEL ONE:

Lots 3, 4 and 5, and the Southeast quarter of the Northwest quarter of Section 6, Township 32 North, Range 5 West, M.D.B. & M. less portion of mining claim and county road.

PARCEL TWO:

That lode mining claim known as Great Eastern Quarts lode mining claim, designated by the Surveyor General as Lot No. 3574, embracing a portion of Section 6, Township 32 North, and of Section 31, Township 33 North, all in Range 5 West, M.D.B. & M.

PARCEL THREE:

The Pershing, Foch, Hughes, Wilson and Clemenceau Lode Mining claims, designated by the Surveyor General as Survey No. 5832, embracing a portion of Sections 5 and 6 in Township 32 North and Sections 31 and 32 in Township 33 North, all in Range 5 West of the Mount Diable Meridian.

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EXCEPTING THEREFROM all that portion of the Pershing and Foch Lode mining claims described as follows:
Beginning at the Mortheast corner of said Foch Mining Claim, thence from said point of beginning Southerly along the Easterly boundaries of said Foch and Pershing mining claims to the Southeast corner of said Pershing mining claim; thence Westerly 700.00 feet along the Southerly boundary of said Pershing mining claim; thence Northerly to a point in the Northerly line of said Pershing mining claim distant 700.00 feet from the Northeast corner of said Pershing mining claim; thence continuing Northerly to a point on the Northerly line of said Foch mining claim; thence Easterly along the Northerly line of said Foch mining claim to the point of beginning.

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ALSO EXCEPTING THEREFROM all that portion thereof lying within the ; Northwest one-quarter of said Section 6.

PARCEL FOUR:

The Bell, Gopher, Live Oak and Bookkeeper Consolidated Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4062, embracing a portion of Section 7 in Township 32 North, Range 5 West, M.D.B. & M.

PARCEL FIVE:

The Sunset Consolidated Mine, consisting of the Elevator, Sundown, Sunset and Sunrise Lode Mining Claims, designated by the Surveyor General as survey Lot No. 4128 embracing a portion of Sections 7, 8 and 17 in Township 32 North, Range 5 West, M.D.B. & M.

PARCEL SIX:

The Mitchel Bros. No. 1 Consolidated Quartz Mine, consisting of the Mitchel Bros. Mine No. 1, Mitchel Bros. Mine No. 2 and Mitchel Bros. Mine No. 3 Lode mining claims, designated by the Surveyor General as Survey Lot No. 4092, embracing a portion of Sections 6, 7 and 8 in Township 32 North, Range 5 West, M.D.B. & M.

PARCEL SEVEN:

The Polar Star Consolidated Quartz Mine, consisting of the Lucky Cuss and Polar Star Lode mining claims, designated by the Surveyor General as Survey Lot No. 4091, embracing a portion of Sections 6 and 7 in Township 32 North, Range 5 West, M.D.B. & M.

PARCEL EIGHT:

The Time Check Consolidated Quartz Mining Claim, designated by the Surveyor General as Survey Lot No. 4057, embracing a portion of Section 17, Township 32 North, Range 5 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying Southeasterly of the Northwesterly line of Iron Mountain Road, also known as County Road 4 G Ol, as said road was relocated by the United States of America.

PARCEL NIME:

The Telephone Consolidated Mine, consisting of the Telephone, Bunker Hill, Checkmate, Behm and Ben Johnson Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 4124, embracing a portion of Sections 17, and 18, Township 32 North, Range 5 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying Southeasterly of the Northwesterly line of Iron Mountain Road, also known as County Road No. 4 G Ol, as said road was relocated by the United States of America.

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PARCEL TEN

The Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) and the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 32 North, Range 5 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof described as follows:
Beginning at the northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 20, which point bears North 0° 24° 50°
East 1288.18 feet along the west line of said Section 20, and thence
South 83° 05° 50° East 1253.58 feet from the southwest corner of said
Section 20, said point of beginning being further described as bearing
South 83° 05' 50° East 4.09 feet from a point designated as Engineer's
Station 140+80 in the surveyed center line of the Middle Creek to
Matheson Railroad as relocated by the United States; thence from said
point of beginning South 83° 05' 50° East 96.0 feet along the north
line of said southeast quarter of the southwest quarter of said Section
20 to a point; thence with a curve to the right having a radius of 919.63
feet for an arc distance of 320.96 feet to a point which bears South
14° 30' 15° West 319.33 feet from the point of beginning on said curve;
thence South 24° 30' 10° West 59.24 feet to a point in the west line of
said southeast quarter of the southwest quarter of said Section 20;
thence North 1° 24' 15° East 374.71 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of Keswick Dam Road, also known as County Road Ro. 4 G 003 A.

PARCEL BLEVEN:

The Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of Section 29, Township 32 North, Range 5 West, M.D.B. & M.

PARCEL TWELVE:

Liberty Group of Mines consisting of the St. Lawrence, Liberty, and Sierra Nevada lode mining claims, designated by the Surveyor General as Mineral Survey No. 4021, embracing a portion of Section 31, Township 33. North, Range 5 West, M.D.B. & M.

PARCEL THIRTEEN:

The Hoover lode mining claim, designated by the Survey General as Survey Lot No. 5942, embracing a portion of Section 36, Township 33 North, Rage 6 West, and Section 31, Township 33 North, Range 5 West, M.D.B. & H.

· PARCEL FOURTEEN:

The Crown Point Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4136, embracing a portion of Section 1, Township 32 North, Range 6 West, M.D.B. & M.

PARCEL FIFTEEN:

The Big Dipper, Last Link, Wedge and Keystone Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 3744, embracing a portion of Section 2, Township 32 North, Range 6 West, M.D.M.

PARCEL SIXTEEM:

The Kitchener Lode Mining Claim designated by the Surveyor General as Survey Lot No. 5828, embracing a portion of Sections 1 and 2, Township 32 North, and Section 35, Township 33 North, all in Range 6 West, M.D.B.M.

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PARCEL SEVENTEEN:

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Lot 3 (Northeast one-quarter of the Northwest one-quarter) of Section 2, Township 32 North, Range 6 West, M.D.B. & M.

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PARCEL RIGHTERN:

The Thistle Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5438, embracing a portion of Sections 2 and 3, Township 32 North, Range 6 West, M.D.B. & M.

PARCEL MINETEEM:

The New Year Mine Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4141, embracing a portion of Section 12, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL THENTY:

The Owl Consolidated Quartz Mining Claim, consisting of the Gray Squirrel Gold Bar and Owl Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 3717, embracing a portion of Section 22, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-ONE:

The Red Star Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5696, embracing a portion of Section 27, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-TWO:

The Fine Gold Lode Mining Claim, designated by the Surveyor General as Survey Lot. No. 5437, embracing a portion of Section 33 and the Oversight, Foresight and Backsight Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 5936, embracing a portion of Sections 28 and 33, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-THREE:

The Richmond Quartz Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 3536, embracing a portion of Sections 34 and 35, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Hornet, Gold and Silver Lode Mining Claim, Survey Lot No. 2949.

PARCEL TWENTY-FOUR:

The Wasp Consolidated Quartz Mine, consisting of the Wasp and Baltic Lode Mining Claims, designated by the Surveyor General as Survey Lot Ro. 4060, embracing a portion of Section 27 and 34, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-FIVE:

The North one-half (N 1/2) of the Northwest one-quarter (NW 1/4); the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NE 1/4); and the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 34, Township 33 North Range 6 West, $H_{\nu}D_{\nu}B_{\nu}$ & M_{ν}

PARCEL: TWENTY-SIX:

The Scott Consolidated Mine, consisting of the Scott and Noble Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 4135, embracing a portion of Section 34, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-SEVEN:

The Homestake, Homestake Fraction and Homestake Extension No. 1, Lode Hining Claims, designated by the Surveyor General as Survey Lot No. 6208, embracing a portion of Section 34, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL TWENTY-EIGHT:

The Busy Bee Quartz Lode Mining Claim designated by the Surveyor General as Survey Lot No. 3543, embracing a portion of Sections 26, 27 and 35, Township 33 North, Range 6 West, M.D.B. 6 M.

PARCEL TWENTY-NINE:

The Westbourne Consolidated Mining Claim, consisting of the Westbourne, Mattie, Noonday and Clara Lode Claims, designated by the Surveyor General as Survey Lot No. 4059, embracing a portion of Sections 26, 34 and 35, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL THIRTY:

The Newport Consolidated Mine, consisting of the Alice Fraction, Newport and Harbor Light Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 4139, embracing a portion of Section 35, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL THIRTY-ONE:

The Tuxedo Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4659, embracing a portion of Section 35, Township 33 North, . Range 6 West, M.D.B. 4 M.

PARCEL THIRTY-TWO:

The Monte Cristo Consolidated Mine, consisting of the Claremont and Monte Cristo Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 4138, embracing a portion of Sections 26 and 35, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Busy Bee and Westbourne Lode Mining Claims.

PARCEL THIRTY-THREE:

The Bennington, Yorktown, Warren, King, Alta, Concord, Darset, North Star and Prescott Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 4521, embracing a portion of Section 35, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Alice Fraction and Harbor Light Lode Claims, Survey No. 4139; the Great Eastern Lode Claim, Survey No. 3744 and Lot 12 of the Northwest one-quarter (NW 1/4) of said Section 35.

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PARCEL THIRTY-FOUR:

THE ENDING OF

The Hidden Treasure Consolidated Quartz Mine, consisting of the Hidden Treasure and Great Eastern Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 3744, embracing a portion of Section 2, Township 32 North, and Section 35, Township 33 North, Range 6 West.

PARCEL THIRTY-FIVE:

The Ohio Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4760, embracing a portion of Section 35, Township 33 Morth, Range 6 West, M.D.B. & M.

PARCEL THIRTY-SIX:

The Congress Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 4676, embracing a portion of Section 35, Township 33 North, Range 6 West, M.D.B. & M.

PARCEL THIRTY-SEVEN:

The Midget Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5447, embracing a portion of Section 35, Township 33 Morth, Range 6 West, $M_{\star}D_{\star}B_{\star}$ & M_{\star}

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Alta and Concord Lode Mining Claims, Survey No. 4521.

PARCEL THIRTY-EIGHT:

The Psradise Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5446, embracing a portion of Section 2, Township 32 North and Section 35, Township 33 North, both in Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Ohio, Warren and King Lode Mining Claims.

PARCEL THIRTY-NINE:

The Mocop Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5448, embracing a portion of Section 2 and 3, Township 32 North and Section 35, Township 33 North all in Range 6 West, M.D.B. & M.

PARCEL FORTY:

The Highland Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5449, embracing a portion of Section 35, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Hidget, King, Alta and Alice Fraction Lode Mining Claims.

PARCEL FORTY-ONE:

The Flanders Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5830, embracing a portion of Section 35 and 36, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the Southwest one-quarter of said Section 36.

PARCEL FORTY-TWO:

The Ole Hanson Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5829, embracing a portion of Section 2, Township 32 North and Section 35, Township 33 North, Both in Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Great Eastern and Hidden Treasure Lode Mining Claims and Lot 3 of said Section 2.

PARCEL FORTY-THREE:

The Prince Albert and Velvet Lode Mining Claims, designated by the Surveyor General as Survey Lot No. 5831, embracing a portion of Section 35, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the exterior boundary lines of the Tuxedo and Congress Lode Mining Claims and Lot 12 of said Section 35.

PARCEL FORTY-FOUR:

The Harding Lode Mining Claim, designated by the Surveyor General as Survey Lot No. 5940, embracing a portion of Sections 35 and 36, Township 33 North, Range 6 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within the Flanders, North Star and Prince Albert Lode Mining Claims and the Southwest one-quarter of said Section 36.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized.

December 2, 1969

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IRON MOUNTAIN CORPORATION

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	STATE OF CAL & County of San 1 On thic 2nd day	rancisco of December in the year one thousand nine hundred and sixty nine	
1			to me to be
	MARGUERITE C. OLIVIER HOTARY PUBLIC-CALIFORNIA CITY AND COUNTY OF	ocknowledged to me that such corporation executed the same GRANT DEAD IN WITNESS WHEREOF I have hereunto set my hand and affixed my officia City and County of San Francisco the day and year in the first above written.	I seal in the
	OK 1015 PAZZ 38	i ment College	

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COMPRERATION

SCHEDULE "A"

PATRMIED CLAIMS

Name	Survey No.	Section	Township	Range
Crown Point	4136	1	32N	- 6W
Wedge	3744	2	32N	6W
Big Dipper	3744	2	32N	6W
Last Link	3744	2	32N	6W
Keystone	3744	2	32N	6W
Kitchener	5828	2	32W	6W
Richmond Quartze	3536	35	33N .	6W
Wasp	4060	27	33N	6W
Baltic	4060	34	33N	6W
Scott	4135	34	33N	6W
Noble	4135	34	3311	6W
Homestake	6208	34	338	6W
Homestake Fr.	6208	34	33M	6W
Homestake Ext.	6208	34	338	6W
Busy Bee Quartz	3543	26	33N	6W
Westborne	4059	26	33N	6W
Mattie	4059	34	33N	6W
Noonday	4059	35	33N	6W
Clara	4059	35	33N	6W
Alice Pr.	4139	35	33N	6W
Newport	4139	35	33N	6W
Harbour Light	4139	35	33N	6W
Tuxedo	4659	35	33N	6W
Claremont	4138	26	33M	6W
Monte Christo	4138	35	33N	6W
Bennington	4521	35	33N	6W

M A.B

CONFIDENTIAL

CONFIDENTIAL

			•	
York Town	4521	35	33N	6W
Warren	4521	35	33N	6W
King	4521	35	33N	6W
Alta	4521	35	33N	6W
Concord	4521	35	33N	6W
Darset	4521	35	33N	6W
North Star	4521	35	33N	6W
Prescott	4521	35	33N	6W
Hidden Treasure	3744	2	33N	6W
Great Eastern	3744	35	33N	- 6W
Ohio	4760	35	33N	- 6W
Congress	4676	35	33N	6W
Midget	5447	35	33N	6W
Paridise	5446	2	32N	6W
Мосор	5448	2	32N	6W
Highland	5449	35	33N	6W
Planders	5830	25	33N	6W
Ole Hanson	5829	35	33M	6W
Prince Albert	5831	35	33N	6W
Velvet	5831	35	33N	6W
Harding	5940	35	33N	6W
Hornet Gold & Silver	2949	35	33N	6W

PARCELS

	Section	Township	Range
Lot 3	2	32N	6W
Lot 2	NW-1/4 34	33M	6W
Lot 12	NW-1/4 35	33N	6W
Lot A	Part of 34	33N	6W
Lot B	8-1/2 36	33N	6W



CONFIDENTIAL

WHAT HAVE EPA & THEIR CONTRACTORS DONE TO THE IRON MOUNTAIN MINES PRIVATE PROPERTY?

...Over \$52,000,000 In Damages
To The Company's Property, Products
And The Environment...

The information in the "Record of Decision" that placed Iron Mountain Mines on the National Priority List is incorrect and EPA knows it. EPA refused to accept the Company's own clean-up Plan in Feb. 1987. Now EPA's actions have caused the following damages and problems:

• \$41,000,000 damage to ore deposits by capping this natural resource.

• \$7,000,000 of marketable agricultural & industrial mineral products destroyed by EPA moving, burying & capping on company's property.

• \$1,900,000 loss of precious metals in mine tailings that were moved, buried and

capped by EPA.

• \$750,000 Limestone Neutralization Plant recommended by government agencies and operated by EPA contractors never did meet EPA water discharge requirements. Now more environmental problems have been created.

• \$480,000 of rock taken without payment or company authorization.

• \$275,000 road damage. Since EPA removed the hard surface, there are serious dust and drainage problems, slippery & dangerous road conditions.

• \$45,000 of damage to mineral exploration, diamond drill holes.

• \$41,000 damage to surface water ditches constructed by the company that reduced mine water drainage up to 90%. EPA contractors destroyed ditches that controlled surface water around mineral tailing piles and ore deposits.

• \$29,000 of water taken without payment or company authorization.

• Millions of dollars of damage to Boulder Creek caused by EPA's contractors neglecting to control surface water run off which scattered sulfide tailings along 2 1/2 miles of this natural stream. This damage occurred during EPA's Remedial Action, Superfund flasco at this site.

• Thousands of dollars of new environmental problems created by EPA by dumping toxic wastes on this private property. This EPA dumping of toxic materials was not

approved by state health department.

• Thousands of dollars of damage to ore deposits by EPA's attempt to cap the Richmond Mine and cutting off air circulation that can cause extreme hazardous conditions in the mine. Other damages will occur if EPA continues with its Remedial Action to concrete the mine and Many jobs & tax dollars will be lost. EPA's Remedial Action clean-up efforts are not cost effective.

• EPA created security problems and a nuisance thru adverse publicity by attracting trespassers, disrupted mineral production and circulated misinformation. Contractors blocked access roads, left piles of rock in working areas, scattered sulfide tailings over 7 miles of private road, left cardboard boxes and other trash, holes in the roads, abandoned construction trailers, haulage equipment, a disarray of materials and a general mess that never existed before EPA's Superfund clean up attempt at this site.

THIS FURTHER ILLUSTRATES EPA'S INCOMPETENCE & WASTED TAX-PAYERS DOLLARS AT IRON MOUNTAIN MINES!

The company will continue to keep the public informed, expand its mining and market activities, create permanent jobs, improve the environment, conserve natural resources, manage and protect wild-life on its private property. Please forward this information to your congressman.

EPA's "RECORD OF DECISION" IS WRONG ON IRON MOUNTAIN MINES IRON MOUNTAIN MINE SITE DOES NOT QUALIFY FOR SUPERFUND

WARNIN

TRESPASSERS, INTRUDERS, EPA CONTRACTORS, CH2M HILL, SUBCONTRACTORS, AND EVERYONE INVOLVED IN EPA'S REMEDIAL ACTION CONTRACT AT IRON MOUNTAIN MINES PRIVATE PROPERTY WILL BE HELD PERSONALLY AND COLLECTIVELY LIABLE AND FINANCIALLY RESPONSIBLE FOR ALL DAMAGES TO THE COMPANY, ITS LAND AND PROPERTY; DAMAGE TO ORE DEPOSITS IN ANY WAY OR COVERING WITH CONCRETE; DAMAGE TO GEOLOGY AND EXPLORATION AREAS, ADITS AND MINE TUNNELS, BENCHES, PADS, DRILL HOLES, ORE SAMPLES; DAMAGE TO MINE TAILINGS AND ORE STOCKPILES BY MOVING AND/OR COVERING WITH CLAY OR OTHER MATERIALS; DAMAGE TO MINERALS IN STOCKPILES OWNED AND STORED FOR CUSTOMERS; DAMAGE TO WATER RESEARCH AND PRODUCT IN STOCKPILES OWNED AND STORED FOR CUSTOMERS; DAMAGE TO WATER RESEARCH AND PRODUCT DEVELOPMENT, TEST SITES; DAMAGE TO MARKETS BY INTERFERRING WITH SALES ACTIVITIES; DAMAGE TO ROCK PRODUCTS, BALLAST, RIPRAP, GRAVEL, OPEN PIT MINE AREAS, TREES, SHRUBS, ROADS, CULVERTS, BRIDGES, STREAMS, CREEKS, FUTURE LAKE DEVELOPMENT AND WATER STORAGE AREAS; DAMAGE TO WATER DIVERSION DITCHES RECENTLY CONSTRUCTED BY THE COMPANY TO CONTROL MINE DRAINAGE; DAMAGE TO COPPER AND WATER TREATMENT PLANTS, BUILDINGS, EQUIPMENT, PIPELINES, POWER LINES, WATER SOURCES FOR MINERAL PROCESSING, HYDROELECTRIC POWER AREAS AND FRESH WATER SUPPLIES, FLUMES, GATES, FENCES AND SIGNS; INCLUDING RESPONSIBILITY FOR AIR AND WATER SUPPLIES, FLUMES, GATES, FENCES AND SIGNS; INCLUDING RESPONSIBILITY FOR AIR AND WATER CONTAMINATION, THEFT, BREAK-INS; DISTURBING, ENDANGERING AND DESTRUCTION OF WILDLIFE AREAS ON THIS PRIVATE WILDLIFE PRESERVE, AESTHETIC AREAS; HUNTING AND FISHING IS PROHIBITED; CAUSING NUISANCE, AND A \$1,000 FINE FOR EACH LITTERING INFRACTION. PHOTOGRAPHING OR ENTERING THIS PRIVATE PROPERTY WITHOUT WRITTEN COMPANY AUTHORIZATION IS PROHIBITED.

IMPORTANT FACTS — PLEASE NOTE:

THE LISTING OF IRON MOUNTAIN MINES ON THE NATIONAL PRIORITY LIST (NPL) AND SUPERFUND WAS BASED ON ERRONEOUS, MISLEADING AND FALSE INFORMATION PROVIDED BY THE WATER QUALITY CONTROL BOARD, REDDING, CALIFORNIA. A HAZARDOUS RANKING SCORE (HRS) WAS USED TO LIST THIS SITE. STRICT EPA GUIDELINES ARE REQUIRED TO LIST A SITE AND WHEN FOLLOWED THE MINNESOTA FLAT SITE SHOULD HAVE BEEN RATED "ZERO"; THEREFORE, IRON MOUNTAIN MINES DOES NOT QUALIFY TO BE ON THE NATIONAL PRIORITY LIST OR SUPERFUND. OTHER AREAS RATED ON THIS SITE WERE BELOW MINIMUM STANDARDS TO BE LISTED. THE "RECORD OF DECISION" FILED BY EPA ON THIS PROPERTY HAS MANY DISCREPANCIES, DISTORTIONS AND ERRORS AND EPA REFUSED TO MAKE ANY CORRECTIONS. THE COMPANY WAS ADVISED THAT CONGRESS "PROHIBITS PRE-ENFORCEMENT REVIEW" EVEN IF THE DATA TO LIST A SITE IS INCORRECT. EPA'S REMEDIAL ACTION WILL NOT BE COST-EFFECTIVE BUT WILL TRANSFER THE ALLEGED PROBLEM TO ANOTHER AREA ON IRON MOUNTAIN MINES THAT WILL BECOME A SERIOUS ENVIRONMENTAL PROBLEM IN THE FUTURE.

EPA CLAIMS THAT IN ITS FIRST PHASE OF REMEDIAL ACTION, \$8 MILLION COST TO THE PUBLIC WILL SOLVE ONLY 4% OF THE ALLEGED PROBLEM. THE TOTAL BUDGET IS \$70 MILLION. THIS ENORMOUS COST WILL NOT BENEFIT THE ENVIRONMENT AT THIS SITE BUT WILL BE A WASTE OF PUBLIC MONEY INCLUDING A \$1,000,000 ANNUAL MAINTENANCE COST AND FUTURE ENVIRONMENTAL PROBLEMS. THERE WILL BE A LOSS OF FUTURE EMPLOYMENT AND THE DESTRUCTION OF MILLIONS OF TONS OF VALUABLE MINERALS NEEDED FOR U.S. INDUSTRIES AND AGRICULTURE. THE ONLY LONG RANGE SOLUTION IS THE ENGINEERED PLAN PREPARED BY THE WORLD-RENOWNED, DAVY MCKEE CORPORATION FOR IRON MOUNTAIN MINES, INC.

THE IRON MOUNTAIN MINES CLEANUP PLAN SUBMITTED FEBRUARY, 1987 WAS REJECTED BY EPA WITH NO REASONABLE EXPLANATION. HOWEVER, THE COMPANY IS STILL WAITING FOR EPA AND STATE APPROVAL TO CONSTRUCT A MINERAL RECOVERY AND WATER TREATMENT FACILITY THAT WILL REDUCE MINE DRAINAGE 99% AT NO COST TO THE PUBLIC. THE PROCESS TECHNOLOGY IS AVAILABLE BUT EPA HAS NOT ACCEPTED IT. THE COMPANY IS ATTEMPTING TO KEEP EPA FROM WASTING ADDITIONAL PUBLIC MONEY ON ITS PRIVATE PROPERTY AND TO AVOID LEGAL AND FINANCIAL CONSEQUENCES FOR DAMAGES. THE PUBLIC SHOULD PROTEST AGAINST THIS KIND OF IRRESPONSIBLE SPENDING IF YOU HAVE ANY OPINIONS ON THIS ISSUE, CONTACT YOUR CONGRESSMAN AND STATE REPRESENTATIVE. REPRESENTATIVE.

ADDITIONAL FACTS:

THE STATE OF CALIFORNIA USES THOUSANDS OF POUNDS OF COPPER IN DRINKING WATER RESERVOIRS AND FISH PONDS TO CONTROL ALGAE. THE COPPER FROM IRON MOUNTAIN MINES CAN DO THE SAME FOR THE ENVIRONMENT. A RECENT RELEASE OF A LARGE VOLUME OF WATER WITH MINERALS AND SEDIMENTS OUT OF KESWICK LAKE CLEARLY DEMONSTRATED THAT THE MINERALS, IF FROM IRON MOUNTAIN MINES, DID NOT CAUSE ANY HARM TO FISH, DRINKING WATER OR THE ENVIRONMENT. THIS ALSO DEMONSTRATES THAT THE MINE WATER FROM IRON MOUNTAIN MINES IS NOT A SIGNIFICANT PROBLEM. THE U.S. FEDERAL REGISTRAR STATES THAT A SITE MUST BE A SIGNIFICANT OR SUBSTANTIAL THREAT TO HUMAN HEALTH OR THE ENVIRONMENT TO BE ON THE NATIONAL PRIORITY LIST AND SUPERFUND. NATIONAL PRIORITY LIST AND SUPERFUND.

FURTHER WARNINGS AND FACTS:

IRON MOUNTAIN MINES IS AN ACTIVE AND A PRODUCING MINE. THE COMPANY, ITS CUSTOMERS, CONSULTANTS, ENGINEERS, CONTRACTORS AND THOSE WORKING FOR THE COMPANY WILL NOT BE RESPONSIBLE TO ANYONE ON THE EPA'S REMEDIAL ACTION AT IRON MOUNTAIN MINES WHETHER AUTHORIZED OR UNAUTHORIZED FOR DAMAGES, NEGLIGENCE AND/OR ANY INJURIES SUSTAINED ANYWHERE ON THIS PROPERTY, POSTED OR OTHERWISE. THE EPA CONTRACT, IF PERMITTED TO CONTINUE, MAY CAUSE UNCONTROLLABLE EXPOSURE, LIABILITY AND EXPENSES TO THE COMPANY. HAZARDS MAY INCLUDE UNSTABLE GROUND, ROCK AND LAND SLIDES, CAVE-INS, SUBSIDED AREAS, BURIED DYNAMITE, (NITRO) AND EXPLOSIVES IN UNKNOWN AREAS, MINING ACTIVITIES, BLASTING, FALLEN TREES, FOREST FIRES, DANGEROUS WEATHER, LIGHTNING, ROAD CONDITIONS, TRUCKS AND EQUIPMENT TRAFFIC, LOSS OF HEALTH, MISTAKEN IDENTITY BY SECURITY, DANGEROUS WILDLIFE INCLUDING SNAKES AND OTHER DISASTERS. EPA'S AND CH2M HILL'S UNKNOWN REMEDY FILLING THIS TYPE OF MINE WITH CONCRETE MAY RESULT IN A MASSIVE EXPLOSION CAUSED BY EXOTHERMIC REACTION THAT COULD EFFECT THE ENTIRE REDDING AREA. ENTERING THIS PRIVATE PROPERTY IS AT YOUR OWN RISK.

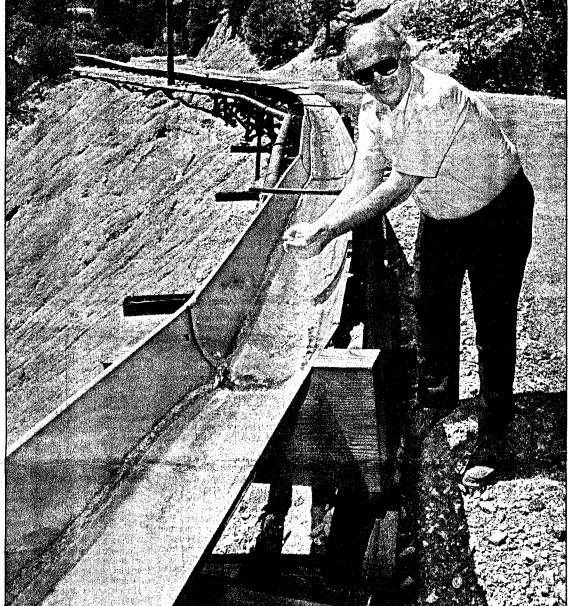
July Record



BY: IRON MOUNTAIN MINES, INC.

Record Searchligh





T.W. "Ted" Arman grins while dipping hands into mine drainage the EPA considers hazardous to fish Iron Mountain cleanup near

Owner Arman steadfast in opposition to EPA plan

By KATHERINE WILLIS

After decades of study, the effort to clean up Iron Mountain Mine wastes is set

Despite the property owner's continuing protests, workers are scheduled to start sifting through the rocky material on the mountain about midweek.

Employees of Stimpel-Wiebelhaus Inc. will be doing the job under a contract approved this month by the U.S. Environmental Protection Agency, said Richard Stimpel, president of the Redding firm.

Stimpel, president of the Redding firm.

The \$1.95 million contract, to be managed by CH2M Hill of Redding, covers the first of several steps in an EPA plan for cleaning up the site with \$70 million in federal "Superfund" money.

T.W. "Ted" Arman, president of Iron Mountain Mines Inc., objects to the EPA plan for work on the mountain eight miles parthwest of Redding.

northwest of Redding.

Arman said his own plan, which the EPA rejected on grounds that he provided insufficient detail, would remove much of the metal from the drainage by continualTreatment plan

ly recirculating the water through the mine workings, then processing that water to remove the metals.

He escorted two Record Searchlight staff members up the mountain Saturday, but said he will strictly limit access to the site while the EPA-approved work is being

Arman is taking his objections to the public through newspaper advertisements warning that those involved in the EPA plan "will be held personally and collectively liable" for all damage to the

Stimpel said last week he is not worried about court action, because he expects the EPA to cover any litigation costs

associated with carrying out the contract.
His company, therefore, will take great
care to see that all activities on the

mountain are covered by the contract, he

said.
"Certainly there is the potential that the EPA would pick up the costs," said Rick Sugarek, EPA project manager in charge of the Iron Mountain Mine cleanup.
While such payments would depend on the nature of a suit, the federal agency has

paid litigation costs for some companies sued while operating under EPA-approved contracts in the past, Sugarek

The EPA plan's first step, capping an open pit mine on top of Iron Mountain, is to be completed under the Stimpel-Wiebelhaus contract by fall, Sugarek said

One of the materials to be used in that cap is the iron sulfate that Arman says is a product he markets to fertilizer compa-

"If they destroy that, then we've got reason to file an action against them," he said Saturday.

The EPA project is designed to reduce

See MINE, A-8

Treatment. plant at mine considered

An emergency plan calls for setting up a temporary treatment plant on Iron Mountain to prevent-fish kills this winter, said Dennis Heiman of the Central Valley Regional Water Quality Control Board.

Whether or not fish would be killed without the treatment plant will depend on the weather: If Spring Creek debris dam fills with water containing heavy metals, then spills, it could mean massive fish kills, officials said.

The amount of metal-laden, acid drainage flowing into Spring Creek from Iron Mountain Mine is expected to be reduced by a project on the mountain this summer, but perhaps not enough to eliminate the danger of uncontrolled runoff that could kill fish in Keswick reservoir and the Sacramento River. Heiman said

The Redding-based water board sent a "cleanup and abatement order" last week to T.W. "Ted" Arman, president of Iron Mountain Mines Inc. and owner of the proper-

ty west of Redding.

The order calls for Iron Mountain Mines Inc. to neutralize the drainage that flows into Spring Creek debris dam to reduce the danger that potential spillage would cause a "serious pollution problem."

Heiman said the mine drainage should be treated this winter because the U.S. Bureau of Reclamation might not release water from Shasta Lake to dilute spillage into Keswick reservoir if the debris dam overflows.

"With the lake being so low this fall, we'll have to keep our releases to a minimum this winter," said Paul Capener, Shasta Dam project

superintendent.

He said the bureau might refuse to increase water releases solely to protect fisheries this winter. It will depend on the rainfall pattern and the amount of water stored in Shasta Lake, which is expected to drop to 135 or 140 feet below the dam crest by fall, Capener said Friday.

"With a short period of rain, Spring Creek debris dam could fill, and spill (water that normally would be toxic to fish). That condi-tion is what they're concerned about, and I think it's very appropriate for them to take action to head that off," Capener said.

Government officials claim millions of tiny fish have been killed by the occasional overflowing of the debris dam, which is designed to allow slow, regulated releases of contaminated water that is quickly diluted by Shasta Dam releases.

Heiman said the treatment plan. which has not yet received funding, has been agreed to by representa-tives of the Central Valley water board, state Department of Fish and Game (DFG) and federal Environmental Protection Agency.

It calls for setting up a treatment plant, which might be the size of a trucking trailer, to remove the metals from drainage flowing out of the Richmond portal before it flows

into Spring Creek.

That way the water that fills the debris dam would be less toxic to fish in case of uncontrolled spillage.

Operating the plant for three or four months beginning in October would cover the critical period for young winter-run chinook salmon,

That would cost an estimated

\$750,000, Heiman said.
DFG biologist Harry Rectenwald said last week efforts to ensure successful spawning of winter-run chinook salmon this fall, through cold-water releases from Shasta Dam, could be for naught if they were later killed by unchecked overflows at the debris dam.

Arman said Saturday that ditches dug last spring under his company's contracts would divert enough rainfall, which soaks into the mountain and later flows out with high metal content, to substantially reduce the amount of mine drainage flowing into Spring Creek.

He also said Iron Mountain Mine drainage is being unfairly blamed for fish kills that could be caused by

other factors.

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Monday, July 25, 198

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Continued from A-1

Mine

the amount of water that seeps into the mountain by filling a large, bowl-shaped area atop the mountain so that water runs off the side, rather than soaking in.

The expected result is with less water going in, less would flow out of the mountain.

Arman said that work would interfere with the small-scale mining operation under way, and would create obstacles to his plans for future mining.

The EPA cleanup program follows years of study by federal and state agencies concerned about the metalladen, acid drainage flowing out of the mine works.

That drainage has been blamed for fish kills in the mountain's creeks, Keswick Reservoir and the Sacramento River since the early 1900s.

Arman contends the mine drainage is not harmful to fish, a claim that is disputed by Dennis Heiman of the Central Valley Regional Water Quality Control Board.

Heiman said the effect of high concentrations of copper and other metals on fish is well-documented over the years.

He said the lifeless arm of Keswick Reservoir where the mountain drainage is concentrated is further proof of the damage it can cause.

The drainage contains numerous heavy metals, primarily copper, cadmium and

Arman claims the state and federal agencies have wrongly designated the mine drainage a hazardous substance.

Heiman, who has been monitoring water quality at the site for several years, said there is no mistaking the danger to fisheries carried in the water flowing out the mine's portals.

"Sure, this is sulfuric acid, but it's so weak, you could almost drink it," Arman said, dipping his hands into drainage flowing from the mine through a flume.

STOP NOTICE NOTICE TO WITHHOLD TO HOLDER OF FUNDS

10: U.S. Environmental	(Name of owner, construction lender or public officer)
215 Fremont Street,	San Francisco, CA 94105 , HOLDER OF FUNDS.
	(Address of owner or construction lender) ugarek, Remedial Project Manager 00463, Safeco Insurance Company
YOU ARE HEREBY NOTIFIED THAT the unde	ersigned claimant,
Iron Mountain Mines	, Inc. 1900 Point West Way, Suite 164, Sacramento, C (Name and address) 95815
has furnished or has agreed to furnish <u>Dama</u>	age to be paid for-materials (project no. 68774.16) (labor, services, equipment, materials)
(8	f 1 and incustrial minerals at Minnesota Flat, covered (eneral description of labor, services, equipment or materials) and capped in Brick Flat.
to or for Damaged by: Stimp (name of person	pel Weibelhaus Inc., for the waark proproverpept, located at, or known as: to or for whom furnished)
	Iron Mountain Road, Shasta County, CA 96001. I legal description, description of site or project identification)
The amount in value of the whole agreed to	No Less Than be done or furnished by claimant is \$7,532,754.00 No Less Than 7,532,754.00 urnished by claimant is \$
The amount in value of that already done or f	urnished by claimant is \$\frac{7,532,754.00}{\text{No Less Than}}
Claimant has been paid the sum of NC	one, and there remains due and unpaid the sum of \$ 7,532,754.00
plus interest thereon at the rate of 12	per cent per annum from <u>September 17</u> , 19_88.
YOU ARE HEREBY NOTIFIED TO WITHHOLD SL	IFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST.
a decembra de la compania de la comp	in the second of
Dated:	Iron Mountain Mines, Inc.
	Name of Claimant
	1900 Point West Way, Suite 164 Address of Claimant
	Sacramento, CA 95815
	-tbA
STATE OF CALIFORNIA	By: / W/Mmun ss. T.W. Arman, President
COUNTY OF	ss. T.W. Arman, President
STATE OF CALIFORNIA COUNTY OF Sacramentoss.	On this 24th day of October , in the year Nineteen Hundred Eighty Eight , before me, Kathy Jean Coyle , a Notary Public, State of California, duly licensed and sworn, personally appeared
OFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	T.W. Arman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a
My Commission Expires July 21, 1989 ু কেজকংক্তরক্তর্ভাবিত বিশ্বন্ধ	resolution of its board of directors. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the city of Sacramento, County of Sacramento
This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implie logal validity of any provision or the suitability of these forms in any specific transactions.	non the date set forth above in this certificate. Adaption Notary Public, State of California
Cowdery's Form No. 28 — Acknowledgement to N Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/8)	otary Public —

MEMORANDUM

February 16, 1988

TO: All Interested Parties

FROM: Iron Mountain Mines, Inc. (IMMI)

RE: Your Receipt of a Report Entitled "July, 1987,

Iron Mountain Mine Superfund Site"

Attached are comments and rebuttals prepared by the management of Iron Mountain Mines, Inc. in response to the above referenced report prepared and sent to you by the Federal Environmental Protection Agency several months ago.

The reason for this untimely mailing was government delay using the Freedom of Information Act (FOIA) in securing the EPA mailing list used.

These comments are being sent to you as a method of ensuring that you and your agency understand that this site is involved in implementing its own cleanup plan presently per its own environmental cleanup plan submitted to the EPA in January, 1987.

The Iron Mountain Mines Environmental Cleanup Plan is being implemented entirely through the use of private and company funds and at the direction of the management of Iron Mountain Mines, Inc.

The company will appreciate any comments you may have concerning the information offered herein. Thank you for your interest and concerns in this matter. Any replies may be directed to:

Mr. T. W. Arman, President Iron Mountain Mines, Inc. 1900 Point West Way, Suite 164 Sacramento, CA 95815 Telephone: (916) 922-8821

Sincerely,

The Management of Iron Mountain Mines, Inc.

Enclosure: Copy of EPA Remedial Action Program - July, 1987

IMMI Comments and Rebuttal - August, 1987

FOR PUBLIC RELEASE

IRON MOUNTAIN MINE SUPERFUND SITE

IMMI COMMENTS AND REBUTTAL TO EPA INTERIM REMEDIAL ACTION AND SOURCE CONTROL PILOT STUDY

Redding, California

August, 1987

INTRODUCTION

The following statement of Iron Mountain Mines, Inc. (IMMI) is set forth as a direct rebuttal and response to the attached Environmental Protection Agency (EPA) publication of July, 1987 entitled "Iron Mountain Mine Superfund Site." This EPA report references a Record of Decision (ROD) on October 3, 1986 for an interim remedial action to deal with the "acid mine drainage (AMD) problem" alleged at the site, and suggests a pilot study/field demonstration and hydrogeologic study as to the feasibility of using massive amounts of low-density cellular concrete both atop and within acres of rich mine ore bodies. The thought of any Superfund taxpayer dollars being spent for such a study/demonstration, let alone further megamillion dollars' expenditure on such a colossal, improper scheme from a geological standpoint, is worthy of prospective consideration for the Senator William Proxmire "Golden Fleece" award.

It is important to understand straight away that the activity proposed by EPA will damage forever valuable deposits which are ideally suited for future production that will be both commercially and environmentally sound. The statement made by EPA that "cellular concrete will help to eliminate or reduce the formation of acid mine drainage" is not true according to mining experts. On the contrary, considering the magnitude of this massive sulfide ore body there would be an excothermic reaction causing excessive heat caused by joining elements in concrete with sulfur that would be extremely dangerous and possibly explosive in this unnatural combination. Engineers have estimated that it would require 20 football stadiums of concrete to fill the cavities in the ore bodies on this site. Moreover, previous attempts in the United States at using cellular concrete in coal mines that had small amounts of sulfides have only been 50-60% effective over a very limited period.

IMMI has submitted, on the other hand, in conjunction with the worldwide-renowned mining engineering firm Davy McKee Corporation (Davy McKee), recent designers and construction

managers of the McLaughlin-Homestake Mining Operation in northern California, a fully comprehensive project plan dating back to February, 1986, which deals with AMD in a manner that will be environmentally effective to assure that only environmentally acceptable water will be discharged into the locals streams. At the same time, the IMMI/Davy McKee Project Plan will be economically productive in Shasta County, California, for generations into the future.

Another factor of significance, notwithstanding EPA doubts and denials, is that IMMI has procured multi-million dollar project funding to elevate its ongoing operations to a new height of success for this historic mine site. The company has also, with its own resources, in conjunction with the engineering firm Robert S. Miller & Associates, Sacramento, California, undertaken a five-phase environmental cleanup plan, known as the Iron Mountain Mines Environmental Clean Up Plan. This plan is aligned with the IMMI/Davy McKee Project Plan to effectively control all mine water on the site into a hydrometallurgical process plant capable of extracting mineral products and by-products valuable in the agricultural, chemical and industrial markets. This new plant includes water treatment facilities that can operate independently from the main mineral processing plants to assure clean water discharge from this site. The technical information, much of which is proprietary, has been thoroughly researched and documented by IMMI consultants over the past three years.

This Rebuttal will refute:

- o The longstanding erroneous contention drawn from incorrect data and findings as to the true nature of the acid mine drainage problem,
- o The Superfund's latest process while demonstrating the progress and the future of the IMMI remedial action,
- o EPA's "decision" about which cleanup alternatives will be implemented,
- o The logic of a hydrogeologic study and pilot project/field demonstration predicted on pouring concrete onto and into privately-owned property to control drainage, and
- o Describe how the community and all interested agency and political persons can obtain meaningful information which reveals facts and solutions totally divergent from EPA's handling of Iron Mountain Mines.

SITE DESCRIPTION

The Iron Mountain Mines, Inc. property line starts about twelve miles northwest of Redding, California, southeast of the Klamath Mountains on approximately a 3,600 acre site. The major ore deposits are approximately 15 miles from Redding on less than 50 acres. EPA's statement that "mining operations were discontinued in 1963 and that the mines are abandoned" are untrue. Exploration, mine research, mapping, mine development and processing of minerals from the mine water by precipitating copper are all part of mining activities which have been continuous from 1977 through 1987 and will continue over an indefinite number of years. The Company also has mined ore for ballast and for making high-density aggregate for radiation shielding from its iron deposits and markets iron mineral products to cement and fertilizer manufacturers from its large mineral stockpiles. All roads have locked gates to keep the public off this private property and the 17 miles of internal roads are well maintained with security. Most of the terrain is steep and the property is only accessible by road. The streams that traverse through the property are known as Spring Creek, Boulder Creek and Slickrock Creek.

Among the many valuable ore bodies on the site there are massive sulfide ore deposits which are rich in a variety of minerals. It is not true, as EPA states, that "rain falls on the ground above the ore bodies and soaks into the ore zone." Rather, there is from time to time rainfall which channels its way through the ore body...in fact contacting very little of it, however the result of rainfall or nature produces AMD at the mine portals. These ore deposits will be mined by IMMI/Davy McKee through solution mining techniques, utilizing the existing natural water flows at Iron Mountain Mines. The water can then be recirculated by pump and sprinkler systems, as necessary, or be released from the site after treatment through a water treatment plant. This is not a new or unusual process, however it is an expensive project by some standards, being in the \$20-30 millon construction cost range, and yet this capital is available to IMMI at no cost to any taxpayer. EPA's remedial action plan recommendation was priced at \$70 million plus the maintenance cost to the State of California unknown in perpetulty. EPA's justifying remark that "the combination of events results in heavy metal contamination in the Sacramento River and damage to fish and other aquatic life" is questionable. Besides grossly misstating actual conditions at the IMMI site, it should be recognized that there are many other mines in the region that have comparable mine drainage into the Sacramento River. Further, recent EPA remedial investigation and feasibility studies proved that the Iron Mountain Mines property is neither a "significant" nor "substantial public health threat" nor an emergency condition and yet Iron Mountain Mines was placed on the National Priority List for Superfund.

A visitation to this property would easily convince anyone that no emergency condition exists. The CH2M Hill Remedial Investigation/Feasibility Study clearly states that Iron Mountain Mines "is not a threat to public health."

If a full independent investigation were made of the environmental problem as stated by EPA, it would be easily proven that the Iron Mountain site does not qualify for Superfund. IMMI hired Robert S. Miller & Associates, a Sacramento-based engineering firm, to investigate EPA's finding and can prove that the Hazardous Ranking Score used to rate this site should have been zero and not 58.

A few succinct comments need to be made concerning the Figure 2 Diagram of "Acid Mine Drainage" in the EPA July, 1987 bulletin about Iron Mountain Mines. This diagram could best be characterized as misleading. Specifically, the following points are germane: (1) the depiction of surface water infiltration, as touched upon earlier in this statement, is misleading; (2) the depiction of ground water drainage to streams is misleading as there is no such drainage to the streams from the main ore bodies (all waters leaving the mine portals are processed through a copper precipitation facility and the main portal discharges meet current California and EPA environmental requirements); (3) there is no ground water drainage from the Minnesota Flats pile and noteworthy here is the fact that drinking water used near this site clearly demonstrates from certified laboratory analysis that it is of very high quality, and (4) regarding the Spring Creek Debris Dam built by the U.S. Bureau of Reclamation, its intended purpose was to protect the tail race of the Spring Creek Powerhouse. It was not designed to store acid mine water. If the dam which is located several miles below the mine site were not there, the acid mine water would be diluted naturally, as it was for hundreds of years before any dams were built on the Sacramento River.

Since the Spring Creek Debris Dam is too small for mine water storage purposes, it occasionally overflows during high rainfall conditions, thereby causing mineral water to enter the Sacramento River. The overflow which is very rare from year to year does not last more than a few hours. This is a problem of poor dam design and operation and one for which IMMI should not be held accountable or responsible. Furthermore, the Spring Creek Debris was built atop an old smelter area which contributes to the alleged contamination problem. Here again, IMMI should not be held accountable or responsible. When the Spring Creek Powerhouse at the mouth of Spring Creek is operating, the sediments in Spring Creek are stirred up from the bottom causing a plume. The State of California's Central Valley Water Quality Control Board

(CVWQCB) has on previous occasion incorrectly ascribed this effect as being caused by copper from Iron Mountain Mines. Again, this is incorrect and misleading.

HUMAN HEALTH AND ENVIRONMENTAL CONCERNS

Iron Mountain Mines has been zoned for mining activity for over 100 years because of its uniquely rich ore bodies, chiefly massive sulfides containing copper, zinc, iron and sulfur, and gossan containing gold and silver. EPA itself has previously correctly acknowledged that even as it stands today, Iron Mountain Mines has not posed and does not now "pose any threat to human health." They are correct to say further into their latest statement that "Direct human exposure to contamination from the site is not likely because of the remote location of the mine and because dilution occurs before the water reaches populated areas." Indeed, it is more likely that officers of IMMI who are headquartered in the state capitol of California face a greater risk of ingesting contaminated water from polluted groundwater sites located at local industries and military installations. Moreover, the AMD at Iron Mountain Mines is extremely weak creating a very weak acid condition, and as such has been demonstrated repeatedly to be harmless to skin and eye contact by mining and maintenance personnel on this property over the past 100 years.

EPA's statement that "on several occasions, intake of drinking water for the City of Redding from the Sacramento River has been temporarily shut off for precautionary reasons" attributable to Iron Mountain Mines is false. The Shasta County State Health Department, Sanitary Engineering branch, may be contacted by anyone at (916) 225-2125 and it will be confirmed by those officials that no such shutdowns have taken place as a result of Iron Mountain Mines' drainage. IMMI has never been notified by the City of Redding that its intake of drinking water has been temporarily shut off for precautionary reasons.

Since human exposure does not prove to be a problem, EPA has turned to fish egg populations to continue to justify its posture and the National Priority List ranking of the Iron Mountain Mines site to hold onto Congressionally allocated dollars into this region. Perhaps the appropriation will rightly be transferred to the Sacramento area or elsewhere to the greater benefit of all citizens. To the extent there have been "numerous fish kills," this has been caused in part by numerous other mines in the region, plus Department of Forestry and agricultural dumping of pesticides and, more seriously, the weir on the Sacramento River at Red Bluff. Experts in fish management also point out that fish eggs are susceptible to a wide variety of predatory forces, not the least of which include heat and rates of water flow.

The fact of the matter is that EPA and its subordinates have for some time now in this case undertaken a vigorous campaign to mask the truth, hide from past errors, and ignore better reasoning. As a fundamental example, the National Priority List ranking of IMMI was concluded on the basis of false documentation and erroneous criteria classification in the Hazardous Ranking Score process. Repeated letters have been addressed to past and present heads of EPA and other high Federal and State officials, and yet not one consideration for a reexamination has been issued. Robert S. Miller & Associates, engineers, conducted the National Priority List examination on correct data and criteria and have proven the error of EPA's ranking. IMMI has made comments and is aware of numerous other comments pointing out errors in past CH2M Hill and CVWQCB reports, misleading water analyses, and on one occasion where just one (1) analysis was used for a major water quality decision which was obviously in error. This was possibly a clerical error in re-recording the data, however this one analysis was used to list this site. This is not a proper scientific sampling methodology.

PROGRESS OF THE REMEDIAL ACTION AT IRON MOUNTAIN MINES

The 1983 EPA Placement of the Iron Mountain Mines site on the National Priority List is largely derived form a categorization of there being a direct human health hazard within 2.5 miles of a Redding drinking water control source. The facts here are absolutely to the contrary and this too is known to EPA. Without such misinformation, the Iron Mountain Mines site does not obtain a Hazardous Ranking Score remotely close to the National Priority List minimum level of 28.5. Actually the Hazardous Ranking Score, when done correctly, is zero. Nonetheless, given EPA's refusal to review and reconsider the merit of its ranking, it now compounds the error by advocating a concrete-fill remedy that boggles the minds of competent engineers and geologists. Truly the time has come for higher authority in Congress and/or the State of California to call for a complete review of the facts, so that in this case the government might cease and desist any further expenditures of taxpayer dollars and access to this private property while sound practices and systems derived from private enterprise are implemented.

THE RECORD OF DECISION FOR THE INTERIM REMEDY

EPA was advised that IMMI, as a Potential Responsible Party, would correct all alleged environmental problems. The Record of Decision (ROD) was filed despite of IMMI's submission of a comprehensive environmental cleanup plan. If IMMI's cleanup plan had been accepted the ROD would not have been relevant, but again EPA has refused to consider IMMI's own cleanup plan which incorporates a water treatment facility to assure clean water for the life of the

commercial mining project and thereafter as long as needed. The acceptance of IMMI's cleanup plan will responsibly save significant dollars for taxpayers.

A few rebuttal points need to be made to the so-called "interim remedy" proposal of EPA.

- o POINT 1 An "interim remedy" at great cost suggests on its face that a permanent remedy is not envisioned by this EPA approach. So what cost and what complications are the ROD leading this nation into on a non-dangerous site?
- o POINT 2 Capping caved and cracked ground will definitely interfere with the IMMI/Davy McKee mining and cleanup process. All IMMI property, including caved areas, is private property and no danger to the public. The caved areas have been designated by IMMI as storage areas for low grade ores and mineral tailings for future processing. The are needed in the process...they should not be capped. Furthermore, ditches to divert surface waters are being completed by IMMI in Phase 1 of its environmental cleanup plan. Maintenance on these diversion ditches will be continuous. Since AMD will be processed through a mineral processing and water treatment plant, rainwater becomes very important to this overall process and nothing but clean water will be returned to the local streams.
- o POINT 3 The diverting of Upper Spring Creek is totally unnecessary since the IMMI mineral process and water treatment plants will be effective in the required cleanup. IMMI plans its own diversion for the purpose of a 3.5 megawatt hydroelectric project which will divert fresh water from Spring Creek directly into the Sacramento River. However, this should not exclude the Bureau of Reclamation from correcting its problems with the Spring Creek Debris Dam, which is several miles below this site, by increasing the size of the dam to prevent mineral water from possibly spilling. Any contaminated water will come from the Spring Creek Debris Dam site, owned by the Bureau of Reclamation and built on an old smelter site for processing copper ore, even after IMMI is producing only clean water from its own property.
- o POINT 4 It is absurd that the diverting the south fork of Spring Creek problem, if any, is being tied to Iron Mountain Mines since it is totally unrelated property.
- o POINT 5 IMMI has its own cleanup plan with private funds available to divert Upper Slickrock Creek water around the waste rock and slide area, thereby eliminating any mineral drainage or seepage into Slickrock Creek.

- o POINT 6 Enlarging Spring Creek Debris Dam is a Bureau of Reclamation problem only, unrelated to IMMI's property per se, for reasons stated before.
- o POINT 7 IMMI tightly controls access to its property by means of fences, locked gates, "No Trespassing" signs, advance notification, and a Code of Conduct regarding safety and liability in effect for all entrants onto the property. It is almost impossible for the public to enter, except through the main road, because of the rugged terrain. Since controlled access is well maintained and managed by IMMI, there is no threat to the public. Furthermore, the public is fully aware that this is private property and any trespass is subject to prosecution.

As a further note here on the subject of safety and liability measures which are important to any mining or heavy industrial entity, it should be noted that to date EPA refuses to have its personnel or subcontractors sign and adhere to the safe Code of Conduct for IMMI, or provide IMMI with hold harmless agreements concerning personal injury or property damage. These are requirements under IMMI's comprehensive insurance coverage. EPA has indicated it is "unaware of any statutory or case authority which would require or permit EPA to authorize its contractors to execute such agreements." It would do well to acquaint itself with the common body of California and Federal law with regard to personal injury and property rights and responsibilities. IMMI will not assume any liability for personal injury or property damage for any unauthorized entrants to its properties.

THE IRON MOUNTAIN MINES, INC. PROPOSAL

The IMMI Project Plan, prepared by the Davy McKee Corporation out of their San Ramon California, office was made available to EPA in late 1985. This comprehensive document covers such subjects as project location, geology, history and previous production, current ore reserves, project description, environmental permitting and design, and construction schedule, plus appendices of data, flow sheets and design drawings and water treatment facilities. It very clearly demonstrates for the unbiased reader project viability and technical capabilities necessary to meet commercial and environmental concerns.

Certain technical and financial data has been deemed proprietary and/or confidential in order to fairly protect the integrity and value of consultant work product and monetary sources. Several years ago IMMI made in good faith a preliminary disclosure of a contractor and financial source only to have it cancelled after direct EPA interference with this contractual relationship. There were many companies interested in funding and joint venturing the mining

project with IMMI over the past 10 years, but they were discouraged after talking with EPA and CVWQCB staff. To avoid a repeat of this possibility, a higher degree of confidentiality has of necessity been strictly maintained, although a sufficiently broad flow of information has been issued by IMMI in accordance with what its counsel perceives as required by law. At the same time, IMMI and its consultants have met with repeated difficulty on the issues of review or accord in working toward a privately directed and funded resolution.

The IMMI proposal is well documented, highly feasible and supported through the finest of engineering. It proposes to be a very successful operation in both commercial and environmental aspects. For EPA to conclude that the "IMMI proposal was not an adequate remedial alternative" is most unfortunate and a disservice to the public. IMMI has also provided EPA with a very thorough, comprehensive cleanup plan which is being implemented and will continue, regardless of EPA's actions, as a private company endeavor to enhance its own property. It is hopeful that EPA will reassess its position on Iron Mountain Mines site and join IMMI in its program with full cooperation for private clean up in conjunction with its commercial operations.

It must be reaffirmed here that the IMMI property is not a serious environmental contamination problem. This will become evidenced if the entire claims made by EPA are reexamined by competent scientists and engineers. Mention here can also be made that one of IMMI's special conservation projects, in addition to its total cleanup plans, is the beautification of its properties and the enhancement, development and maintenance of a private wildlife preserve well operated to meet all reasonable environmental requirements.

The Iron Mountain property can not even compare to the environmental problem that exists at Mount Lassen National Park. The abandoned copper mines at Mount Lassen are called "Bumpass Hell". This famous mineral contaminated site is visited by thousands of people from all over the world, none of whom have reported any dermal effects. This area is replete with unstable ground, contaminated streams and mineral seeps, all of which drain into the public waters of the United States, including the Sacramento River.

OPPORTUNITIES FOR THE COMMUNITY TO BE INVOLVED

In the interest of further educating the readers of this rebuttal statement, and anyone else concerned enough to seek a fuller presentation of the facts of a case gone awry, IMMI can furnish a copy of an article run in "The Monitor," an independent business advocate journal in

Redding, California. For a visual picture of the proposed in-situ mining project and water treatment facility, contact the publisher of Redding Centennial 1987 at 2231 Park Marina Drive, Redding, California 96001. This recent publication carries a full page back cover display of what IMMI is projected to be in Shasta County for the next 100 years and beyond. It promises to underpin a growth and vitality for Redding and northern California which an EPA remedial action cannot even address.

Iron Mountain Mines, Inc.'s goal is to be a model case of private enterprise in a renewed mining industry in America that can succeed under new environmental rules.

Rev. 2/88

FROM : IMMI

PHONE NO. : 916 922 5692

Oct. 28 2009 12:07PM P1

2009-0035722

Recorded | NEC FEE
Official Records |
County of |
Shasta |
Leslie Morgan |
Assessor-Recorder |

FEE 25.00

Recording requested by:

TRA:

And when recorded, mail this deed and tax statements to: T.W.Arman P.O. box 992867 Redding, Ca. 96099

i PM 82:51PM 27-Oct-2009 | Page 1 of 7

For recorder's use

APN: see attached exhibit A

☐ This transfer is exempt from the documentary transfer tax.☐ The documentary transfer tax is \$ 0 and is computed on:

the full value of the interest or property conveyed.

☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in an unincorporated area o

TRANSFER WITHOUT A CHANGE IN PROPORTION OWNERSHIP

OUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, IRON MOUNTAIN MINES, INC. a corporation organized under the laws of the State of CALIFORNIA

hereby remit(s), release(s), and forever quitclaim(s) to T.W. ARMAN

The following described real property in the County of Shasta., California:

More particularly described in exhibit "A" attached hereto and by this reference incorporated herein.

Date: DETOBER 27, 2009

(Signature of declarant)

State of California

County of SHASTA

TWARMAN

On <u>Vertices 27</u>, 20<u>09</u>, before me, <u>IERESE M. GRANT. Normal Public</u>, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/age subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hgr/their authorized capacity(igs), and that by his/hgr/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

TERESA M. GRANT & COMM. # 1853462 MOTARY PUBLIC-CALIFORNIA META COUNTY MY COMM. EXP. JUN. 9, 2013

P.O. Box 992867, Redding, CA 96099 Tel (530) 275-4550 Fax (530) 275-4559

IMMI Developments

"The revised PHG of 300 g/L is two orders of magnitude greater than the applicable numeric chemicalspecific standards identified in ROD 5 for the protection of freshwater "

THE ARMAN MINES LOST HUMAN USE REMEDIATION AND RESTORATION TRUSTS ANNOUNCES PLANS FOR THE COMMUNITIES OF MINNESOTA, IRON MOUNTAIN, COPLEY MOUNTAIN, DEMOCRAT MOUNTAIN, SUGARLOAF MOUNTAIN, MAGEE, CAMDEN, SALLEE, CORAM, VOBIS, WHITEHOUSE, KESWICK, MATHESON, NOBLE, SCOTT, LAWSON, RICHMOND, TAYLOR, MOTION, KEYSTONE, MOCOP, CROWN POINT, SPRING CREEK, FLAT CREEK, BOULDER CREEK, SLICKROCK CREEK, SOUTHFORK CREEK, BATTLE CREEK, BUENA VENTURA RIVER, CHAPPIE-SHASTA, BRANDEIS, AND SO FORTH.

THE COMMUNITIES WILL FEATURE THE LATEST AMMENITIES IN SUSTAINABLE LIVING WITH FENCED AND RAISED VEGETABLE GARDENS FOR EVERY YARD AND NON-SEPTIC WASTE DISPOSAL, WATER, COMPLETE SOLAR-BATTERY INDEPENDENCE, WITH ASSISTANCE AND TRANSPORTATION FOR SENIORS, DISABLED, VETERANS, WIDOWS & ORPHANS, AND NON-FLAMMABLE AND EARTHQUAKE RESISTANT CONSTRUCTION WITH PRECAST CONCRETE FROM MINING WASTE ROCK, MINE TAILINGS, & DRAINAGE.

THE ARMAN MINES INSTITUTE DEVELOPS SOIL RESTORATION INITIATIVES AND PROVIDES REMINERALIZATION OF SOIL FOR HUMAN FOOD CROPS & FARMLAND.

SUMMARY OF IRON MOUNTAIN MINES PRIVATE SUPERFUND TRUSTS

IRON MOUNTAIN MINES AIG – EPA –DOJ SUPERFUND CLEANUP REMEDIATION FUNDS

\$336,706,450 + \$93,590,773 = \$430,297,223 PAYABLE TO BEGIN SUPERFUND REMEDIATION

Since 2009 - Mr. T. W. Arman, mistaken for 'ARMAN' aka "TWO MINERS AND 103 MILLION ACRES OF LAND" fka - Iron Mountain Mines; the Arman Mines Ministries of Natural & Mineral Resources Federation, the Arman Mines Institute, the Hummingbird Institute, the College of the Hummingbird, Arman Mines Iron Mountain Railway, Arman Mines Iron Mountain Tramway, Arman Mines Iron Mountain Road, Arman Mines Iron Mountain Airport, THE HUNDREDS OF THE ARMANSHIRE, NATIVE PIGMENTS, ARMAN PIGMENTS, AMD&CSI, IMMI, HU/MOUNTAIN, ARMAN MINES MINISTRY OF NATURAL RESOURCES, THE ARMAN MINES MINISTRY OF MINERAL RESOURCES FEDERATION, THE ARMAN LOST HUMAN USE REMEDIATION AND RESTORATION TRUSTS, THE ARMAN MINES MINISTRY OF MINING & PRINCIPLES OF PIGMENTS; THE ARMAN MINES HAZARD AND REMEDIATION DIRECTORATE, THE ARMAN MINES DISASTER ASSISTANCE DIRECTORATE, AND THE ARMAN MINES HUMMINGBIRD INSTITUTE COLLEGE OF THE HUMMINGBIRD CENTER FOR HEALTH INSTITUTE FOR LIBERTY AND INDEPENDENCE.

Mr. T.W. Arman, proprietor, Iron Mountain Mines, Inc., & 'ARMAN' (for Archaeal Richmond Mine Acidophilic Nanoorganisms)

All the rights, privileges, and immunities of the Camden and Magee Military Scrip Warrants for the United States of America State of California Morrill Act University of California San Buena Ventura Agricultural College Patent. May 1, 1862 - President Abraham Lincoln - Charles Camden – William Magee - Iron Mountain Investment Co. - United States of America Lode and Placer Mining Patents, Arman Mines Apex Relocations, Apex Discoveries, and Apex mining law applications, Arman Mines Flat Creek mining district vested and accrued existing rights of the locators of the Lost Confidence Mine, &c; their successors and assigns, (Ted Arman) and to their and their heirs and assigns and successors use and behoof, forever.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to its successors and assigns forever; subject, nevertheless, to the above-mentioned and to the following conditions and stipulations:

FIRST. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

SECOND. That in the absence of necessary legislation by Congress, the Legislature of California may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development

Since 1849 - Flat Creek Mining District

Since May 1, 1862 - Camden & Magee Agricultural College, Military Scrip Warrant Freehold Estate; 360 acres of land in lieu of Rancho Buena Ventura grant patent title, President Abraham Lincoln - Morrill Land-Grant Colleges Act

1844 Mexican Land Grant and Bounty Warrants prior rights; Perdido Californio Bosque del Norte Since Janurary 4, 1875 - Shasta County Recorder; Morrill land grant Act of Congress - Camden & Magee University of California Agricultural College Patent by Governor Newton Booth.

Since April 8, 1880 - Lost Confidence Mine, Camden & Magee; Bears Den et al lode Mining Claims. Since 1895 - Mountain Copper Co. Ltd., Iron Mountain Investment Co. 2898 ACRES OF LAND (Jardine Matheson/ Rothschilds/ Keswick, et al), Iron Mountain Investment Co. The Noble, Scott, &c. Since 1967 - Stauffer Chemical Co., (AstraZeneca, Bayer Crop Sciences et al), Responsible Parties/ Since 1976 - Iron Mountain Mines, Inc., Innocent landowner, operator - T.W. Arman

Since 2001 - Essential Solutions, Inc. Agricultural & Horticultural Products Research.

Since 2008 - Hu/Mountain jv Relocation, Remission, Reversion, Remainder, &c.

Since 2009 - T.W. Arman, sole proprietor, innocent owner & patron of 'ARMAN'

OLD WORLD MIX - AGRICULTURAL MINERALS, PAINTS, STAINS & DYES, CATALYSTS

PAHOMAKI BRAND NATURAL CORN GLUTEN FOR NITROGEN FERTILIZER ADDS IMMI ORGANIC AGRICULTURAL MINERALS SLOW RELEASE ESSENTIAL MICRONUTRIENTS

HEMATITAN © COATED IBDU/UREA & ARMAN MIX NURSERYMANS SPECIALTY BLEND

HUMATE RICH CORN GLUTEN MICROBIAL INNOCULANT FOR ARMAN COMPOST MIX

ARMAN MINES MINISTRY PLEDGES BILLION LBS. FOR SOIL MINERALS RESTORATION

IRON MOUNTAIN MINES, INC. PIGMENT CO. OFFERS 72% GYPSUM 22% IRON OXIDES NATURAL IRON MOUNTAIN COLOR FOR CEMENT, CONTACT BY FAX MR. T.W. ARMAN

July 26, 2010 EPA Releases Rulemaking Guidance on Environmental Justice

WASHINGTON -- The U.S. Environmental Protection Agency (EPA) is releasing an interim guidance document to help agency staff incorporate environmental justice into the agency's rulemaking process. "Historically, the low-income and minority communities that carry the greatest environmental burdens haven't had a voice in our policy development or rulemaking. We want to expand the conversation to the places where EPA's work can make a real difference for health and the economy," said EPA Administrator Lisa P. Jackson. "This plan is part of my ongoing commitment to give all communities a seat at the decision-making table. Making environmental justice a consideration in our rulemaking changes both the perception and practice of how we work

Mr. T.W. Arman has been trying for years to supply his minerals to farmers, gardeners, landscapers, horticulturalists, and others who work in agricultural enterprises that provide our food and sustain our environment, and it is well documented that minerals are necessary for soil fertility, for instance:

"Minerals in the soil control the metabolism of plants, animals and man. All of life will be either healthy or unhealthy according to the fertility of the soil."

This was a statement made by Dr Alexus Carrel, Nobel Prize Winner, in 1912. Almost a hundred years later, agriculturist and writer, Graham Harvey, wrote in The Daily Telegraph, 18 February 2006: "Britain 's once fertile soil has been systematically stripped of its crucial minerals by industrial farming, leaving our fruit and vegetables tasteless and a nation in chronic ill health."

William Albrecht (1896-1974 Illinois), referred to as the Father of Soil Research for his pioneering studies of the effects of infertile soil on plants and animals, warned in 1930s that if the land was not remineralised, there would be a massive increase in human degenerative diseases.

Iron Mountain Mines minerals were naturally distributed by the cycles of the seasons and the annual flooding that for half a million years fertilized the great valleys of California. In 1943 the United States of America State of California constructed the Shasta dam forever destroying this process.

matters for which the courts may wish to take judicial notice

Rancho Buena Ventura (also called "San Buena Ventura") was a 26,632-acre (107.78 km 2) Mexican land grant in present day Shasta County, California, given in 1844 by Governor Manuel Micheltorena to Major Pierson B. Reading (1816–1868). The land grant is named for the former name of the adjacent Sacramento River, Buena Ventura, which meant good fortune in Spanish. The grant extended some nineteen miles on the west side of the Sacramento River, from Cottonwood Creek on the south to Salt Creek on the north, and extended approximately three miles west of the Sacramento River the length of the grant. The grant encompassed present day towns of Anderson, Cottonwood and Redding. This was the northernmost land grant in California Redding, however, was not named for Major Reading; it was named for B. B. Redding, a land agent for the Central Pacific Railroad

History

Governor Micheltorena and <u>John Sutter</u>, his alcalde granted Rancho Buena Ventura to Pierson B. Reading (listed as Pearson B. Reading in the land case documents) in 1844. Reading, who was at that time working for John Sutter at <u>Sutter's Fort in Sacramento</u> as a clerk and trapper, visited the land grant but did not move onto it. He stocked the land with cattle and built a house for his overseer but it was burned down by <u>natives</u> in 1846. Reading was active in promoting the <u>Bear Flag Revolt</u> of 1846. After serving as an artillery lieutenant then as paymaster at the rank of major in a battalion led by <u>John C. Frémont</u>, he built a permanent adobe dwelling and settled on his grant in 1847 He became the second (after <u>Lansford Hastings</u>) permanent settler of what was to become Shasta County

With the <u>cession</u> of California to the United States following the <u>Mexican-American War</u>, the 1848 <u>Treaty of Guadalupe Hidalgo</u> provided that the land grants would be honored. As required by the Land Act of 1851, a claim for Rancho Buena Ventura was filed with the <u>Public Land Commission</u> in 1852 The US appealed the claim on the grounds that Reading was not a Mexican citizen In 1854 Reading went to <u>Washington, D.C.</u> for the hearing before the <u>US Supreme Court</u> on his land grant claims. There he met and married Fanny Wallace Washington. The claim was upheld by the Supreme Court and the grant was <u>patented</u> to Pearson B. Reading in 1857.

The first land sale was made in 1853. By 1866, over 5,000 acres (20.2 km 2) of the land grant was sold. In 1866, Reading borrowed from the estate of his longtime friend Samuel J. Hensley, using the remaining rancho lands as collateral. After Reading's unexpected death in 1868, the remaining rancho lands were sold to <u>James Ben Ali Haggin</u> at public auction in 1871 to satisfy the unpaid debt. After the auction, the only remaining land from the original land grant was the one square mile (640 acres (2.6 km 2)) Washington section purchased by Fanny Washington's mother.

William Magee was the U.S. deputy surveyor for Shasta County. He served as caretaker for Reading. Charles Camden was the most successful miner in Shasta County, he bought and sold much of the land at the Rancho, 800 acres for Military Scrip Warrants (U.S. Patent Title), They were partners. Under their rights of Pre-emption The U.S. Land Office at Marysville granted 360 acres of land on Iron Mountain in lieu of land in the Rancho Buena Ventura. Mining was insignificant until James Sallee discovered a seam of silver in the ore and the Lost Confidence Mine was recorded April 8, 1880.

MINERAL EXPLORATION & MINE DEVELOPMENT * MINING * PROCESSING 4 PRODUCERS OF INDUSTRIAL AND AGRICULTURAL MINERALS

EPA To Hold Listening Sessions on Potential Revisions to Water Quality Standards Regulation

07/30/2010 Contact Information: Dave Ryan Ryan.dave@epa.gov 202-564-7827 202-564-4355

WASHINGTON – The U.S. Environmental Protection Agency (EPA) will hold two public listening sessions on potential changes to the water quality standards regulation before proposing a national rule. The current regulation, which has been in place since 1983, governs how states and authorized tribes adopt standards needed under the Clean Water Act to protect the quality of their rivers, streams, lakes, and estuaries. Potential revisions include strengthening protection for water bodies with water quality that already exceeds or meet the interim goals of the Clean Water Act; ensuring that standards reflect a continued commitment to these goals wherever attainable; improving transparency of regulatory decisions; and strengthening federal oversight.

Water quality standards are the foundation of the water quality-based approach to pollution control, including Total Maximum Daily Loads and National Pollutant Discharge Elimination System permits. Standards are also a fundamental component of watershed management.

The public listening sessions will be held via audio teleconferences on August 24 and 26, 2010, from 1 p.m. to 2:30 p.m. EDT. At the sessions, EPA will provide a review of the current regulation and a summary of the revisions the agency is considering. Clarifying questions and brief oral comments (three minutes or less) from the public will be accepted at the sessions, as time permits. EPA will consider the comments received as it develops the proposed rulemaking. EPA will also hold separate listening sessions for state, tribal and local governments.

According to the state supreme court, "[i]t is misconduct... to elicit or attempt to elicit inadmissible evidence... Because we consider the effect of the prosecutor's action on the defendant, a determination of bad faith or wrongful intent by the prosecutor it is not required for a finding of prosecutorial misconduct." (*People v. Crew* (2003) 31 Ca) The role of the prosecutor differs significantly from that of others who practice law, including criminal defense lawyers.

"A Prosecutor is held to a standard higher than that imposed on other attorneys because of the unique function he or she performs in representing the interests, and in exercising the sovereign power, of the state. ... the prosecutor represents "a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall 'win a case,' but that justice shall be done." (Berger v. United States (1935) 295 U.S. 78, 88.)' " (People v. Hill (1998) 17 Cal.4th 800, 820.)

"Prosecutors have a special obligation to promote justice and the ascertainment of truth. ... 'The duty of the attorney general is not merely that of an advocate. His duty is not to obtain convictions, but to fully and fairly present... the evidence...' " (*People v. Kasim* (1997) 56 Cal.App.4th 1360, 1378.) "The prosecutor's job isn't just to win, but to win fairly, staying well within the rules." (United States v. Kojayan (9th Cir. 1993) 8 F.3d 1315, 1323.) "As an officer of the court, the prosecutor has a heavy responsibility... to the court and to the defendant to conduct a fair trial ..." (United *States v. Escalante* (9th Cir. 1980) 637 F.2d 1197, 1203.)

Federal decisions addressing void state court judgments include (Kalb v. Feuerstein (1940) 308 US 433, 60 S Ct 343, 84 L ed 370; Ex parte Rowland (1882) 104 U.S. 604, 26 L.Ed. 861:) "A judgment which is void upon its face, and which requires only an inspection of the judgment roll to demonstrate its wants of vitality is a dead limb upon the judicial tree, which should be lopped off, if the power to do so exists." (People v. Greene, 71 Cal. 100 [16 Pac. 197, 5 Am. St. Rep. 448].) "If a court grants relief, which under the circumstances it hasn't any authority to grant, its judgment is to that extent void." (1 Freeman on Judgments, 120-c.) An illegal order is forever void. Decision is void on the face of the judgment roll when from four corners of that roll, it may be determined that at least one of three elements of jurisdiction was absent: (1) jurisdiction over parties, (2) jurisdiction over subject matter, or (3) jurisdictional power to pronounce particular judgment that was rendered, (B & C Investments, INc. v. F & amp; M Nat. Bank & amp; Trust, 903 P.2d 339 (Okla. App.Div 3, 1995). "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." (Latana v. Hopper, 102 F. 2d 188; Chicago v. New York 37 F Supp. 150)

When judges act when they do not have jurisdiction to act, or they enforce a void order (an order issued by a judge without jurisdiction), they become trespassers of the law, and are engaged in treason. (The Court: *Yates v. Village of Hoffman Estates*, Illinois, 209 F.Supp. 757 (N.D. Ill. 1962)

"The most obvious misconduct is to present false testimony or false evidence." Napue v. Illinois (1959) 360 U.S. 264; United States v. Young (9th Cir. 1993) 17 F.3d 1201; United States v. Valentine (2nd Cir. 1987) 820 F.2nd 565; SEE: Bus. & Prof. Code § 6068(d); Penal Code § 1473(b), and Rule 5-200, Rules Prof. Conduct of State Bar.)

Due process is violated when false evidence is presented, whether offered intentionally or inadvertently. "Under well-established principles of due process, the prosecutor cannot present evidence it knows is false and must correct any falsity of which it is aware... even if the false evidence was not intentionally submitted." (Giles v. Maryland (1967) 386 U.S. 66... Napue v. Illinois (1959) 360 U.S. 264... People v. Sakarias (2000) 22 Cal.4th 596, 33 ..." People v. Seaton, 26 Cal.4th 598, 647; see People v. Bolton (1979) 23 Cal.3d 208, 213-214; People v.Morales (2003) 112 Cal.App.4th 1176, 1192-1196.) "Rulings made in violation of Due Process are void." (Sabariego v Maverick, 124 US 261, 31 L Ed 430, 8 S Ct 461)

:" Rules of Professional Conduct - 3-200, Prohibitive Objectives -- Rules of Professional Conduct - 5-200 Deception to Court -- Business and Profession Code Section 6068 – SEE: Model Rule of Professional Conduct Rule 1.1, cmt. 5 (1983) (amended 1998) "...competent handling of a particular matter involves inquiry into analysis of the factual and legal elements of the problem and use of methods and procedures meeting the standards of competent practitioner."

When a breach of ethics, and a duty of omission results in a wrong of commission, it is often because of ignoring empirical evidence, i.e., then the abused victim and the laws that protect the victim -- even though it is relatively easy to know that a crime has, or has not been committed through empirical evidence, and the law -- but if the agents turn a blind eye to both evidence and the law, justice is lost. This is NOT "harmless error," rather it is unethical, blatant, deliberate and willful misconduct, and may be moral turpitude, malum in se, (State v. Stiffler, 788 P.2 2205 (1990); Bus & Professional Code 6107-6109).

. Obviously a judgment, though final and on the merits, has no binding force and is subject to collateral attack if it is wholly void for lack of jurisdiction of the subject matter or person, and perhaps for excess of jurisdiction, or where it is obtained by extrinsic fraud. [Citations.]" 7 Witkin, Cal. Procedure, Judgment, § 286, p. 828.). (Burns v. Municipal Court (1961) 195 Cal.App.2d 596, 599.)

A void judgment or proceeding founded on a void judgment is void: 30A Am Jur Judgments

ABUSE OF DISCRETION: A failure to take into proper consideration the facts and law relating to a particular matter; an Arbitrary or unreasonable departure from precedent and settled judicial custom.

The human condition, which can be ignorance and fallibility -- especially for those in authority, perhaps deceived by their own, as Shakespeare says, "insolence of office" -- is what makes the presumption of innocence a good principle, if it is put into practice, for it is the basis for the protection of the innocent, allowing for the lay citizen to have the protection of the law beyond their own familiarity or understanding of it.

A judge is mandated to report attorneys for misconduct: Cal. Bus. & Prof. Code § 6086.7(a)(2). The State Bar sends out a letter each year reminding judges of the statutory requirements. California Code of Judicial Ethics: Currently, the code directs a judicial officer to "take appropriate corrective action whenever information surfaces that a lawyer has violated ethical duties." (Cal. Canons of Jud. Ethics, Canon 3D(2).) and, ABA Model Rule 3.8, covers the conduct of prosecutors.

Judges have the option to hold those responsible in prosecutorial misconduct in contempt of court -- and to impose upon them fines, or even temporary imprisonment.

"Attorneys should be disciplined for conduct that violates clearly established law, or conduct so outrageous that its illegality is obvious,"

MANUFACTURED JURISDICTION: "the circumstances relied upon to establish federal jurisdiction over the offenses charged were artificially created by the Government in an attempt to exceed the proper scope of federal law enforcement." 501 F.Supp. at 1205.

Neil Barofsky, the special inspector general for TARP says that Treasury Secretary Timothy Geithner is "ultimately responsible"

Geithner Acting Director of Consumer Bureau During Transition

July 29 (Bloomberg) -- Treasury Secretary Timothy F. Geithner is acting director of the Consumer Financial Protection Bureau, the Treasury said in a statement today.

AIG has published their quarterly earnings., via AIG:

Second quarter 2010 adjusted net income was \$1.3 billion (compared to \$1.1 billion in the second quarter of 2009), including operating income of \$2.2 billion from continuing insurance operations, Mortgage Guaranty operating income of \$226 million, \$604 million in income from the Asia life

insurance operating segment (principally American International Assurance Company, Ltd. (AIA)), and fair value gains on Maiden Lane III of \$358 million, partially offset by interest and amortization on the Federal Reserve Bank of New York (FRBNY) Credit Facility and third party debt, invested asset impairment charges and other net restructuring and legal settlement charges, and a decrease in the net deferred tax asset. More good news is that adjusted net income has stabilized. The bad news is that it is way insufficient to repay the government what it is owed.

The total outstanding debt and equity assistance given by the government is \$132.1 billion. Of that amount, the amount requiring repayment from AIG to taxpayers is \$101.2 billion. The difference between the \$132.1 billion in government assistance outstanding and the \$101.2 billion debt and equity balance requiring repayment is attributable to the \$30.9 billion outstanding on the Maiden Lane II and III loans as of June 30, 2010.

Recap of the amount outstanding, via AIG:

Debt: Federal Reserve Bank of New York (FRBNY) initially provided AIG with a revolving credit facility of \$85 billion. The current outstanding balance of \$26.5 billion at June 30, 2010 includes accumulated interest and fees. Accumulated interest does not reduce the available balance of the revolving credit facility. EQUITY: U.S. Dept. of Treasury TARP Shares were issued to pay down the FRBNY Revolving Credit Facility. These shares were later exchanged for TARP Series E noncumulative preferred shares. Unpaid dividends on the series D shares were added to the liquidation preference of the Series E shares. As of June 30 2010, the balance outstanding on the series E shares was \$41.6 billion. EQUITY: Preferred Interests in AIA and ALICO Held by FRBNY: In December 2009, AIG transferred to the FRBNY preferred equity interests in newly-formed special purpose vehicles (SPVs) in exchange for a \$25 billion reduction of the balance outstanding and the maximum credit available under the FRBNY Credit Facility. As of June 30, 2010, the equity balance outstanding was \$25.6 billion. The debt to equity swaps that the FRBNY has done has hidden the true nature of the problem. Looking at strictly the current earnings and ignoring the restructuring plans, it will be next to impossible for the taxpayers to be paid back with a return above inflation. AIG probably will be able to eventually payoff the 26.5 Million. Their quarterly earnings are at roughly 1BB which means it would take approximately 7 years for the taxpayers to get repaid with a 6% interest rate if all of their earnings were diverted into debt repayment. If only half of their Earnings go to debt repayment, then it will take approximately 15 years.

If we take all earnings and plug back into debt reduction, in seven years we have a company which is approximately worth 56 Billion if we have a discount rate of 10% with a 2% growth rate. The taxpayers aren't getting paid back this way. As of today we are owed 26.5 in debt and 75 Billion in equity. The 55 Billion that is still owed the taxpayers is almost exactly equal to what the company is worth at the end of seven years. However, the assumption which is being made is that the pieces that are being sold off will not materially be affecting earnings. That assumption is highly unrealistic.

So from the companies own financial statements, it should be clear that AIG will begin paying back the money which it is owed. However, that the taxpayer gets paid in full out of this is a pipe dream. Three or four years down the road we will hear that the AIG rescue was effective and the taxpayer received all the money owed. Don't buy it.... LIQUIDATE AIG!

2009-0002640

Recording request made by John Hutchens, President Serenescapes

Return Recorded Document to:

John Hutchins P.O. Box 182 Canyon, California 94516 Recorded | REC FEE 23.00
Official Records |
County of |
Shasta |
Leslie Morgan |
Assessor-Recorder |
| ML
01:09PM 28-Jan-2009 | Page 1 of 6

Above space for RECORDERS OFFICE

MEMORANDUM OF JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

Public Notice is hereby made as to a certain Memorandum of Joint Venture Agreement by and between Iron Mountain mines, Inc. / T.W.Arman, President AND **SERENESCAPES**/ John Hutchens, President (herein "the J.V. Agreement") dated January 28, 2008 by and between the afore stated parties.

This agreement affects that certain tract of land herein described as:

Parcels 1 through 31 inclusive; Book 1441, Page 285; Book 1385, Page 527;Book 1385,

Page 539; Book 1385, Page 540; Book 1385, Page 541; Book 1385, Page 542; Book 1385, Page 543; Book 1385, Page 544; Book 1385, Page 545.

Information regarding this J.V. Agreement can be secured by contacting:

John Hutchens, President Serenescapes P.O. Box 182 Canyon, California 94516 AFFECTS APN 011160042000 APN 011160048000 APN 011160046600 APN 046110008000 APN 046140005000 APN 046140006000 APN 046160012000 APN 046170016000 APN 046170017000 APN 046170018000

Now therefore, this Memorandum is executed and signed this <u>28</u> day of January, 2009 by John Hutchens, President SERENESCAPES

John Hutchens, President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Contra Costa	
	also Known as John Hutchens,
the within instrument and acknowledged to me that	nce to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their authorized in the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the is true and correct. WITNESS my hand and official seal. Signature of Notary Public	AMY H. PARNES Commission # 1814494 Notary Public - California Contra Costa County My Comm. Expires Oct 17, 2012 (Notary Scal)
DESCRIPTION OF THE ATTACHED DOCUMENT Memorandum of Joint Venture (Title or description of attached document) Development and Operating (Title or description of attached document continued)	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 verblage as may be printed on such a document say alternative verblage 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.
Number of Pages 1 Document Date 01/28/2009 Agreement (Additional information)	 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 personal print the name of the command of the comman
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	 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.

Securely attach this document to the signed document

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).

Trustee(s) President

☐ Partner(s)

☐ Attorney-in-Fact

STRICTLY CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

BY AND BETWEEN IRON MOUNTAIN MINES LLC/ TED ARMAN AND SERENESCAPES/ JOHN HUTCHENS CALIFORNIA CONTRACTOR B1 & C27-776612

PRELIMINARY DEVELOPMENT AND OPERATING AGREEMENT

This Agreement is made as of January 28th, 2008 ("Effective Date") between IRON MOUNTAIN MINES LLC, a Nevada LLC, with an office at P.O.Box 992867 Redding Ca. 96099, as agent of and exclusive representative for and on behalf of Iron Mountain Mines, Inc. (IMMI), and SERENESCAPES, a California sole proprietorship at 49 Meadow View Rd. Orinda, Ca. 94563.

IRON MOUNTAIN MINES LLC./ Ted Arman are jointly referred to in this Agreement as "IMMLLC" and SERENESCAPES / John Hutchens are jointly referred to in this Agreement as "SERE".

FACTS

IMMLLC owns or controls certain property in Shasta County, State of California, which properties are known as Iron Mountain Mines, Redding, Ca. SERE wishes to participate with IMMLLC in the development of resources within the naturally flowing Acid Mine Drainage (AMD) and the High Density Sludge (HDS) derived from processing the AMD. The AMD is caused by the natural leaching of the massive sulphide ore bodies. According to the EPA, it will take over 2500 years to deplete the millions of tons of this 780,000 thousand year old ore body. The EPA concern is the removal of copper, zinc, and cadmium from the natural flowing (100 to 200 million gallons annually) waters through the property. The opening of the mines by the previous owners aggravated this process.

The EPA lime neutralization plant on this private property removes most of these minerals by mixing high grade lime with the AMD. This produces 30 to 40 thousand tons of HDS annually. The HDS is then transported to the Brick Flat Pit for disposal on this private property owned by IMMI. SERE wishes to process this waste into Commercial Chemical Products and IMMLLC is willing to grant such rights to SERE.

AGREEMENT

Purpose: IMMLLC and SERE enter into this Agreement for the purpose of forming a joint venture to be known as HU/MOUNTAIN. This Venture intends to manufacture and market valuable products from or in conjunction with recovery of minerals from the Acid Mine Drainage (AMD) and High Density Sludge (HDS) generated by the Lime Neutralization plant, as well as any work as may be required by the trustees or Project Manager, to complete and satisfy all Environmental Compliance obligations affecting the Properties and to intercede and qualify as new Project Manager, activities concerning remedial activities or regarding AMD or sludge disposal or recovery, including any causes of action against any agencies or other parties, and to pursue claims based on any rights or breach thereof, and upon any breach or bad faith by any agency or other parties, and to protect any property rights or other rights and the "Right to Resume Work" as may be necessary to protect their interests.

IRON MOUNTAIN MINES LLC/ TED ARMAN & SERENESCAPES/ JOHN HUTCHENS JOINT VENTURE 1 of 3

STRICTLY CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

Consideration: For, and in consideration of, SERE's commitment to finance the entire expense of the Venture, and of time, effort and expense in performing a complete analysis, including the design of facilities, Remedial Investigation and Feasibility Studies (RI/FS), Modifications to Remedial Design/Remedial Action (RD/RA), Proposal for new Statement of Work (SOW) schedules and budgets (CERCLIS), provisions of SOW according to the Trustees, CERCLA, and the EPA, and determinations according to the Consent Decree, and State and Federal bonding and insurance requirements, IMMLLC hereby pledges and conveys to SERE 60% interest in the HDS both in materials already processed and in future accumulation, and any right of agency or factor as may be required to protect or enforce such interest.

SERE agrees to perform and provide: (i) keep IMMLLC informed of operations and provide lab samples of all resources produced; (ii) a \$100,000 dollars deposit on the 50 year lease upon funding by SERE; and \$100,000 per year deposit on revenues, (iii) all employees shall comply with the IMMLLC "code of conduct"; (iv) to provide an annual income projection based upon the Venture Operations; (v) to cooperate and coordinate all operations with EPA, IMMI and IMMLLC at the site; (vi) not to interfere with any EPA operations and maintenance as long as they exist; (vii) maintenance of HDS manufacturing equipment and facilities; (viii) a post operations performance and payment bond (\$5 million) and liability insurance listing IMMLLC, IMMI, and Ted Arman as additionally insured; (ix) all production and marketing and related services; (x) to equitably distribute revenue after expenses according to the ownership and subject to the provisions of a operating agreement marketing calcium sulphate and carbonate, heavy metals, sand and fertilizers. etc. (xi) Provide landscape management and commence habitat restoration for creation of a "garden of Eden" like setting on this private property.

Term: Unless the Business is earlier terminated or the Agreement renewed, the term of this Agreement shall be for the duration of the sludge recovery from the Effective Date and thereafter as required (i) to dispose of all materials, supplies, equipment and infrastructure, (ii) to complete and obtain acceptance of any required Environmental Compliance, and (iii) to agree to a final accounting.

Royalties and Other Payments Based on Production: All payments of production royalties, taxes based on production, and other payments out of production to private parties and governmental entities shall be determined and made by each Participant in proportion to its Participating Interest, and each Participant undertakes to make such payments timely and otherwise in accordance with applicable laws and agreements. If separate payment is not permitted, each Participant shall determine and pay its proportionate share in advance to the Participant obligated to make such payment and such Participant shall timely make such payment. Each Participant shall furnish to the other Participant evidence of timely payment for all such required payments. In the event that either Participant fails to make any such required payment, the other Participant shall have the right to make such payment and shall thereby become subrogated to the rights of such third party; provided, however, that the making of any such payment on behalf of the other Participant shall not constitute acceptance by the paying Participant of any liability to such third party for the underlying obligation.

INITIAL 47 INITIAL 47

STRICTLY CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

No partnership is created by this Agreement, and except as expressly provided for in this Agreement, each Participant shall have the right to engage in and receive full benefits from any independent business activities or operations, whether or not competitive with this Business, by consulting with, or obligation to, the other Participant. The doctrines of "corporate opportunity or business opportunity" shall not be applied to this Business or to any other activity or operation of either Participant. Each participant shall have the right to Transfer to a third party or successor an interest in its Participating Interest, including an interest in this Agreement, subject to the requirement that each party shall have a right of first refusal for the acquisition of said interest, and that any third party shall be bound by the terms of this and any subsequent operating agreements, and shall become a signatory thereto prior to participating or benefiting from any interest therein.

For a period of 50 years, renewable, and pursuant to the terms as are outlined herein, Iron Mountain Mines, Inc. and Ted Arman hereby agree to a land surface lease with SERENESCAPES. and John Hutchens, or their successors, and to provide access to utilities and roads for the purpose of constructing facilities for operations and personnel and to carry on the operations described herein, which lease is for the non-exclusive use of the entire parcels associated with the areas of Iron Mountain Mine known as the Lime Neutralization Plant facilities and settling ponds and the former open pit mine at Brick Flat and current repository of the AMD sludge as may be required to provide for the facilities, buildings, and equipment necessary to fulfill the purposes of the HU/Mountain Venture. All buildings and land lease areas to be made available to third parties shall be on a rental basis. Equipment, vehicles, and aircraft shall be included within this agreement.

All Contractors and Sub-Contractors shall be properly licensed, and any such firms working on the High Density Sludge project must be approved by the parties.

Acquisition of any additional properties adjoining the IMMI property shall be committed exclusively to IMMI.

If there shall be no performance of operations and marketing of products after one year this agreement shall be cancelled by mutual consent of both parties.

Governing Law: This agreement will be governed by the laws of the state of California

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

IRON MOUNTAIN MINES LLC.

By: Managing Member
Ted Arman, Managing Member

SERENESCAPES

John Hutchens, Proprietor

IRON MOUNTAIN MINES LLC/ TED ARMAN & SERENESCAPES/ JOHN HUTCHENS JOINT VENTURE 3 of 3

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)			
County of Shasta)ss.			
On Jan. 28 2008 before me, D. Stefan Jed W. Ayman + John Hutchen to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowled the same in his/her/their authorized capacity(ies) on the instrument the person(s), or the entity upon executed the instrument.	edged to m , and that t	e that he/she/they executed by his/her/their signature(s)		
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 WWW	_(Seal)	D. STEFANI COMM. #1785304 NOTARY PUBLIC - CALIFORNIA SHASTA COUNTY COMM. EXPIRES JAN. 7, 2012		



Iron Mountain Mines, Inc. P.O. Box 992867, Redding, CA 96099 Tel (530) 275-4550 Fax (530) 275-4559

Invitation for Proposal

Battelle Memorial Institute 505 King Avenue Columbus, OH 43201 Dec. 22, 2008

Re: LLX TM AMD treatment, extraction and beneficiation.

Dear John and Mike:

Thank you for your Pre-proposal; Battelle Reference No.0P53703

We have reviewed your submission and hereby extend an invitation for you to prepare a full proposal for the replacement of the Lime Treatment Plant at the Iron Mountain Mines, Inc. EPA Superfund Site.

Please let us know if we may be of any assistance in providing additional information to assist you in the preparation of Work Plans or other requirements of the EPA.

We have submitted a request for authorization for this expenditure to the Court to expedite the acquisition using funds in trust for the remediation and clean-up at Iron Mountain Mines.

We appreciate any afforts you can make in assisting us in accelerating the pace of this implementation of your revolutionary technologies.

This letter will also serve to inform you that this work, and particularly the extraction and beneficiation of the Acid Mine Drainage and the High Density Sludge, has been delegated through a joint venture agreement with Artesian Mineral Development & Consolidated Sludge, Inc. and John Hutchens You may proceed with any work authorized by AMD&CSI emanating from that authority.

Very Best Regards, T.W. Arman

T.W. (Ted) Arman

Chairman, President, CEO Iron Mountain Mines, Inc.

1 of I

PAGE1



Pre-Proposal – Battelle Reference No. OP53703

Best Value Product Recovery from Purification of Iron Mountain Mine - Acid Mine Drainage

Battelle Memorial Institute 505 King Avenue Columbus, OH 43201

To

John Hutchins

Artesian Mineral Development & Consolidated Sludge, Inc.

December 16, 2008

P.O.C. John McArthur, Program Manager (614-424-5457, mcarthur@battelle.org)

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OBJECTIVE

The objective of this effort will be to design, install, and operate a 500-gpm demonstration plant to treat the seepage and runoff from the north side of Iron Mountain in order to produce purified water that meets EPA discharge requirements while recovering metal and sulfate ions as value-added product concentrates.

TECHNOLOGY NEED

Ultimately, the technology need of Iron Mountain Mine (IMM) is for a best value, large scale (5000+ gal/min), robust, acid mine water purification technology that has the potential to yield marketable products and purified water low in metal and sulfate ions and will not produce significant waste streams. Additionally, the process must be designed for the specific acid mine drainage from IMM, taking into account its composition, seasonal variability in composition and flow rate, temperature extremes, high corrosivity, and toxicity.

BENEFITS OF THE PROPOSED TECHNOLOGY

The 500-gpm demonstration plant should be suitable for long-term operation on the north side of Iron Mountain, thereby providing an effective solution for the remaining untreated effluent at the site. The value extraction process (VEP), based on Battelle's flotation liquid-liquid extraction technology, (F-LLXTM) is expected to meet all the above-mentioned operational and performance objectives with a small plant footprint and conventional hardware. The demonstration plant would operate at a tunable flow rate up to about 500 gal/min of feed water. Battelle's VEP technology uses fast kinetics to enable a relatively small plant footprint while achieving high metal and sulfate ion removal levels to yield correspondingly high product recovery yields in the form of metal sulfate and sulfate salt concentrates, as well as purified water. The product concentrates can then be sold to help offset the operating cost. Similarly, the purified water has economic value for on-site use, irrigation, watershed enhancement, or for municipal use.

The VEP technology is accommodating of high and variable levels of total dissolved solids (TDS) in the acid mine drainage (AMD) feed water, including spikes in TDS levels. The process generally is immune to the chemical speciation of the dissolved ions present. The desired end state is the elimination of the need for the lime plant and associated hazardous waste landfill, and the ability to facilitate the in situ mining of significant ore deposits with a reduced near and long term ecological risk.

DESCRIPTION OF THE PRODUCTS FROM THE TECHNOLOGY

Metals can be separated on site, collected as metal sulfate concentrates, or as a blend of sulfates that can be sold to and further processed by customers into potentially saleable metallic and/or metal sulfate products.

The sulfate ion is produced as saleable sulfate products such as for fertilizer, glass additives, and many other products. For example, potassium sulfate fertilizer product may be manufactured during the crop growing, park maintenance, or golfing seasons, for glass making, etc., while at other times sodium sulfate is produced for industrial manufacturing of deicers, glass manufacture, textile printing, etc. Metal salt and purified water products could also be produced year around at rates proportional to the AMD water flow rate and its composition.

Recovery of these values can enable the operation to partially off-set capital and operation costs.

SUMMARY DESCRIPTION OF APPROACH

The flotation liquid-liquid extraction based technology is tolerant of high levels of suspended solids and only requires minutes of plant residence time in the processing equipment to purify the water. These features are a key to making the VEP cost effective with life-cycle costs that are close to that required for conventional lime treatment, far lower cost than RO processing, and without the huge waste stream generation and high sulfate concentrations in the discharged water as is the characteristic of these other technologies. Generating the necessary data at bench scale to fine-tune the process design and to provide additional fidelity for the estimated capital cost would be included in the overall project scope.

Battelle's AMD VEP, based on its F-LLXTM proprietary technology, is depicted schematically in Figure 1.

The AMD water laden with sulfate and metal ions feeds into the water purification stages where the AMD water is sequentially contacted in a counter-current flow path with an extractant solution formulated to efficiently pull these ions from the aqueous phase into the extractant phase. After passing through the water purification stages, the purified water exits the process and can be discharged to a stream, reused as clean industrial process water, or fed to a municipal drinking water plant. The now-loaded extractant then flows through a series of metal recovery stages to remove metal cations, such as zinc, cadmium copper, and iron, which are recovered as aqueous concentrates. After passing through the metal recovery stages, the extractant (still carrying sulfate), passes through the sulfate recovery stages to yield a sulfate product concentrate such as sodium or potassium sulfate. The now-regenerated extractant then recycles to contact fresh AMD feed in the water purification stages.

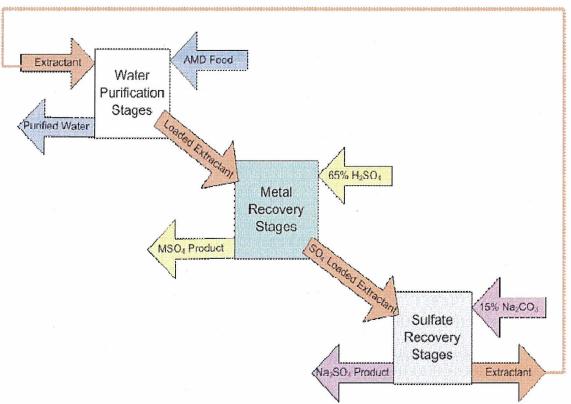


Figure 1. AMD Value Extraction Process Flow Schematic.

PROGRAM CONSTRAINTS AND ASSUMPTIONS

Specifications for the requested technology include a requirement that the operation of the demonstration plant does not interfere with the operation of the existing lime plant operated by the US EPA but, once demonstrated satisfactorily, the intent is that the large-scale (5,000 gpm) plant will supplant the lime plant. We have assumed that the origin of the water is from underground, including directly from the mine pool. Battelle's Rough Order of Magnitude (ROM) preliminary estimate for the installed 500-gpm demonstration plant is approximately \$8 - \$12 Million. In arriving at this estimate, we have assumed the demonstration plant will be sited at a location currently without any existing infrastructure or utilities.

Please note that this Pre-Proposal is being provided for budgetary and planning purposes only. This Pre-Proposal shall not be construed as a formal offer from Battelle Memorial Institute. After review, should you wish us to submit a formal proposal and cost estimate, we would be happy to do so upon request.



P.O. Box 992867, Redding, CA 96099 Tel (530) 275-4550 Fax (530) 275-4559

SHASTA COUNTY RECORDERS OFFICE NOTICE OF ADVERSE CLAIMS APPLICATION FOR RELOCATION OF PATENTS DECLARATION AND AFFIDAVIT AGAINST JOINT AND SEVERAL TRESPASSERS

I, <u>T.W. (Ted) Arman</u>, am the purchaser of Iron Mountain Mines, I am the sole shareholder of Iron Mountain Mines, Inc., and successor in interests as grantee and assignee of all rights, privileges, and immunities of patent title from Colonel William Magee, Mr. Charles Camden, Iron Mountain Corporation, Iron Mountain Investment Co., Mountain Copper Co., and Stauffer Chemical Co. concerning the locations, pursuant to the Law of the Apex, of the Noble and Scott consolidated, Home Stake, Home Stake extension, and Home Stake fraction, Copper Mountain, Mountain Copper, Monarch Copper, Boston Copper, Tehama Copper, Geology Copper, Leap Year Copper, Redding Copper, Sugar Loaf Copper, Trinity Copper, Shasta Copper, Halite, Limonite, Depending, Cuprite, Purity, and Letier lode mining claims, which mining property was originally patented May 1, 1862, which is the apex of the Flat Creek mining district for which I am the successor in interest as grantee.

I purchased these mining properties along with numerous other mines in December, 1976. This purchase included an option for the purchase of the remaining mines and related properties, which purchase was prevented and interfered with by agents and agencies of the state and federal governments who conspired by false claims, malice, fraud, oppression, and deceit to prevent my lawful acquisition of said properties, and who prevented the resumption of work for lawful mining activities, and who have trespassed against my patent title by these same false claims, malice, fraud, oppression, and deceit with despotism and tyranny and with reckless negligent endangerment to wrongfully and in bad faith establish an adverse claim against these patented mine lands, who hold as joint and several trespassers on these properties against the true and rightful owner, against my will, and against my guarantees, rights, privileges, and immunities of sovereign, absolute patent title.

This unconstitutional invasion and occupation of my property was perpetrated by communists and fascists working in the governments under the banner of environmentalism, who falsely represented the natural erosion of ore as pollution, who falsely proclaimed that the well documented outflow of acid rock drainage from the mine for the last 110 years now was an "imminent and substantial endangerment" to the domesticated fish populations of the Shasta lake dam and Sacramento river, who have libeled, slandered, and stigmatized Iron Mountain Mines, Inc. and myself personally with lies and propaganda to conceal the true nature of the phenomena of acid rock drainage, and who have perpetrated to undermine and disenfranchise myself and all owners of mineral estates and patent title in violation of the constitutions of California and the United States, in contravention and abrogation

of patent title and of the General Mining Laws, and in violation of the principles of the republican form of government and the right to own private property protected by the constitutions.

The full extent of the interference or conflict is for 8000 acres of land and the right to relocate any patented mine lands improperly seized, reconveyed, abandoned or forfeited, to the state or federal governments, and to adjudicate prior rights to the possession and enjoyment of all such properties.

To aid and assist us in proceeding to adjudicate these adverse claims in a court of competent jurisdiction, please provide me with certified copies of the original location, the original conveyance, and an abstract of title for the list of mine properties and surveys attached herewith.

Pursuant to §131 of the General Mining Law, I have appointed John F. Hutchens Warden of the Forests and Stannaries an officer of Iron Mountain Mines, Inc. for the purpose of representing Iron Mountain Mines, Inc. as authorized agent and grantee's agent in these matters for adjudication.

July 28, 2009	signature Mysman	
T.W. Arman, Iron M	Iountain Mines, Inc. sole shareholder, President, Chairman, CEO.	

Oath and Verification affidavit:

I hereby declare that I am a citizen of the United States, that the same is true of my own knowledge, except as to matters which are herein stated on my own information or belief, and as to those matters, I believe them to be true. Sworn to this day before the Recorder of Shasta County.

12	Modal room	
July 28, 2009	signature Mysman	
2.0	T.W. Arman	
July 28, 2009	witness signature Loffre L. Alexandra	
	(print)	
EXECUTED THIS	28 day of July ,2009	
STATE OF CALIF	FORNIA, COUNTY OF SHASTA	

On July 28, 2009, before me, PATRICIA L. PODRIGUEZ, NOTARY PUBLIC personally appeared T.W. Arman, 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

Signature

Signature

Signature

Signature

PATRICIA L. RODRIGUEZ
Commission # 1816887
Notary Public - California
Shasta County
My Comm. Expires Oct 11, 2012

2009-0036902

04:36PM 05-Nov-2009 | Page 1 of 6

I REC FEE Recorded County of Shasta

Official Records CONFORMED COPY 8.88 Leslie Morgan Assessor-Recorder

RECORDING REQUESTED BY John F. Hutchens

WHEN RECORDED RETURN TO

John F. Hutchens PO BOX 182 Canyon a. 94516

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

Menorandun agreement for Joint Venture

DOCUMENT TITLE(S)

Developement and operating agreement

MEMORANDUM OF AGREEMENT FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

BY AND BETWEEN T.W. ARMAN AND JOHN HUTCHENS

AMENDED MEMORANDUM OF DEVELOPMENT AND OPERATING AGREEMENT

This memorandum of agreement is made as of October 31, 2009 ("Effective Date"), and amends the Joint Venture Preliminary Development and Operating Agreement between T.W. Arman, owner of the Iron Mountain Mine in Shasta, California, and John F. Hutchens, as joint venturers.

This agreement amends the preliminary development and operating agreement recorded Jan. 28, 2009, by T.W. Arman and John F. Hutchens; individually & official capacities of the Hu/Mountain joint venture. APN: 011-160-042/046/048; 046-110-008; 046-140-005/006; 046-160-012; 046-170-016/017/018.

FACTS

T.W. Arman owns certain property in Shasta County, State of California, which is known as Iron Mountain Mine. John F. Hutchens is participating with T.W. Arman in the development of mineral resources and building materials from waste; Acid Rock Drainage (ARD) and High Density Sludge (HDS) derived from processing the ARD; other waste by-products, building materials, building stone, and such other permitted use or uses as required or authorized by T.W. Arman who has granted this association and participation. T.W. Arman plans for no hardrock mining of massive sulfide ore bodies. In consideration of the expanded scope of responsibilities and opportunities granted by these amendments to the agreement, and the changes in the nature of the challenges that must be overcome to complete a reclamation plan and proceed with solution mining, T.W. Arman and John F. Hutchens agree to a division of revenue from new commercial enterprises pursued on the property by the joint venture shall be divided according to a formula of 51% T.W. Arman, 49 % John F. Hutchens. These interests shall be transferable to each joint venturer's respective businesses & organizations as needed.

. The original agreement only applied to the AMD and sludge, this agreement contemplates consideration of additional projects. Any other projects than the AMD and sludge will require a new agreement specifying any division of interest, and require feasibility studies as needed.

Other projects anticipated at this time include wind, solar, and hydropower, solution mining, fuel cells battery technologies, and catalysts. Any participation by John Hutchens in any new venture will be negotiated by a additional agreements and any division of interest after a feasibility study is complete.

SUMMARY OF AGREEMENT

Purpose: T.W. Arman and John F. Hutchens enter this amendment to the memorandum of agreement for the purpose of acknowledging changes to the HU/MOUNTAIN joint venture. The joint venture conveys rights and

MEMORANDUM OF AGREEMENT FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

interests to reclamation and resource conservation and recovery of the HDS and ARD; the production of building material from overburden and other sources of rock and stone; to manufacture and market products from or in conjunction with the recovery of minerals or materials from the ARD and HDS; to develop products from wastes and by-products; and to perform all of the duties of site operator to replace the EPA appointed site operator for the remedial and removal actions according to proper mining permits issued from Shasta County, a revised Statement of Work or amended consent decree, feasibility studies and work plans to develop solution mining, and to complete and satisfy all environmental compliance obligations affecting the properties, to oversee all remedial activities regarding ARD or HDS disposal or recovery, and any other conduct as may be necessary to protect these interests. This agreement creates and delegates authorities for the office of the "Warden of the Forest & Stannaries" and rights of assignment and successors thereto.

The Office of the Warden of the Forests and Stannaries is appointed by T.W. Arman, and T.W. Arman has granted this office and duty annually to John F. Hutchens. The officer conducts activities permitted by the Shasta County Mineral Resource District guidelines, including exploration work for minerals, developing agricultural uses and forest management, low-intensity recreational uses requiring only minor improvements, such as a camping and hiking (no hunting or fishing) and without food service or lodging. The officer shall preserve and protect the vested and accrued existing private property rights and the guarantees of rights, privileges and immunities of patent title to T.W. Arman.

The officer shall be delegated responsibility for developing special uses like wind and hydro-electric power as defined by the code, or for non-conforming uses approved in writing by T.W. Arman.

The officer is bound by duty to protect and defend T.W. Arman's property, to expel and prosecute trespassers, and authorizes the Warden to swear in deputies of the Warden of the Forest and Stannaries, to uphold the T.W. Arman code of conduct at all times while on Iron Mountain Mine properties, and to prosecute the vested and accrued existing rights of T.W. Arman as grantee's agent.

Subject at all times to the will and pleasure of T.W. Arman, the rights and responsibilities of the joint venturer and the office of the Warden of the Forests and Stannaries include vesting of locator's rights to exclusive possession and enjoyment of T.W. Arman's Iron Mountain Mine private property Governing Law: The Operating Agreement will be governed by the laws of the state of California

Consideration: For valuable consideration, including financing the venture and of time, effort and expense in performing a complete analysis, including the design of facilities, Remedial Investigation and Feasibility Studies (RI/FS), Modifications to Remedial Design/ Remedial Action (RD/RA), Proposal for new Statement of Work (SOW) schedules and budgets (CERCLIS), provisions of SOW according to the Trustees, CERCLA, and

MEMORANDUM OF AGREEMENT FOR: JOINT VENTURE DEVELOPMENT AND OPERATING AGREEMENT

the EPA, any final Record of Decision (ROD6), and determinations according to the December 8, 2000 Consent Decree, and State and Federal bonding and insurance requirements, to prosecute the work to completion, T.W. Arman hereby pledges and conveys to John F. Hutchens a 49% interest in products, facilities building materials or other production from mine wastes, and any right of agency or factor as may be required to protect or enforce such interests.

Additional Terms and Conditions: John F. Hutchens agrees to perform and provide: (i) keep T.W. Arman informed of operations and provide lab samples of resources produced; \$250,000 per year deposit on revenues, (ii) all employees, deputies, visitors and guests shall comply with the T.W. Arman "code of conduct"; (iv) provide an annual income projection based upon venture operations; (v) cooperate and coordinate all operations with EPA or other oversight agencies at the site; (vi) not to interfere with any government operations and maintenance as long as they exist; (vii) facilities maintenance; (viii) post operations performance and payment bond (\$5 million) and liability insurance listing T.W. Arman as additionally insured; (ix) production, marketing and related services; (x) equitable distribution of revenue after expenses according to the percentage of ownership and subject to the provisions of the operating agreement. The expense of additional terms and conditions will commence on the return to profitable production.

Term: Unless the business is earlier terminated or the agreement renewed or extended, the term of this agreement shall be for the duration of the ARD treatment and HDS recycling or any joint developments, and thereafter as terms provided by any lease or rental agreements, (i) to dispose of all materials, supplies, equipment and infrastructure, (ii) to complete and obtain acceptance of any required environmental compliance, and (iii) to agree to a final accounting. This agreement may be cancelled if not profitable within the first year of operation

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date. (name of declarant) T.W. Arman (name of declarant) John F.Hutchens

EXECUTED THIS Nov. 2nd STATE OF CALIFORNIA, COUNTY OF SHASTA

On Nov. 2 2009 . T.W. Arman and John F. Hutchens known to me to be the persons described in and who executed the foregoing instrument, personally appeared before me and acknowledged that they executed the same as a free act and deed.

My Commission Expires Jan. 26, 2010 Notary Public Leule White

Notary Seal

see attached notary acknowledgment

T.W. ARMAN and JOHN F. HUTCHENS AMENDED MEMORANDUM AGREEMENT of JOINT VENTURE 3 of 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of SHASTA	
On Nov. 2nd 2009 before me, Ker	and John F. Hutchens
personally appeared	and John F. Hutchens
KENDRA WHITNEY Commission # 1640888 Notary Public - California Shasta County My Comm. Expires Jan 26, 2010	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 be/ehe/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.
Place Notary Seal Above	Signature Construction Signature of Notary Public
Though the information below is not required by law, it	may prove valuable to persons relying on the document
Description of Attached Document	attachment of this form to another document.
	of Agreement for: Joint Venture Dev.
Document Date: Oct. 315 2009	Number of Pages: 3
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	
Signer Is Representing:	Signer Is Representing:

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Exhibit A.

T.W. Arman, Parcels 1 through 36 inclusive; Book 1441, Page 285; Book 1385, Page 527; Book 1385, Page 539; Book 1385, Page 540; Book 1385, Page 541; Book 1385, Page 542; Book 1385, Page 543; Book 1385, Page 544; Book 1385, Page 545. All Mines and Mining Claims contained Therein.

APN: 011160042000; APN: 011160046000; APN: 011160048000; APN: 046110008000; APN: 046140005000;

APN: 046140006000; APN: 046160012000; APN: 046170016000; APN: 046170017000; APN: 046170018000

Reference number for Original Memorandum of Joint Development and Operation Agreement 2009-0002640

Recording coversheet attached



OFFICE OF THE DEPUTY WARDEN IRON MOUNTAIN MINE INSTITUTE COLLEGE OF THE HUMMINGBIRD SHASTA COUNTY CALIFORNIA FLAT CREEK MINING DISTRICT



UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

OFFICE OF THE CLERK 501 "I" Street Sacramento, CA 95814

USA, ET AL.,	USDC No.:	2:91-0	CV-00768-JAM-JFM
Plaintiff	USCA No.:	09–174	411
v.	HEARING I	OATES:	
	12/17	7/2008	9/23/2009
BAYER CROPSCIENCE, INC FKA AVENTIS			
CROPSCIENCE USA INC, ET AL.,			
Defendant			

CERTIFICATE OF RECORD

You are hereby notified that the record on appeal in the above entitled case, consisting of the trial transcript (if any) and the trial court clerk's record, is ready for the purpose of the appeal. This record is currently available in the office of the U.S. District Court Clerk. It will be transmitted to the Ninth Circuit upon the direction of the Clerk of the Court of Appeals.

The documents comprising the trial court clerk's record have been numbered in conformance with Rule 11(b) of the Federal Rules of Appellate Procedure.

May 25, 2010

VICTORIA C. MINOR CLERK OF COURT

by: /s/ R. Matson

Deputy Clerk

CC: All Counsel Court Reporters