

**SAN JUAN COUNTY, COLORADO BOARD OF COMMISSIONERS
TOWN OF SILVERTON BOARD OF TRUSTEES
MEETING AGENDA**

July 24, 2024

CALL TO ORDER: 6:00 P.M.

BOCC Meeting Minutes for July 10, 2024

APPOINTMENTS

6:05 P.M. Petition for Abatement or Refund of Taxes – Moorehead Property One LLC 50827 Highway 550 Durango, CO 81301

6:30 P.M. Sheriff Bruce Conrad – CR 2

7:00 P.M. Resolution 2024-04 A Resolution Repealing The County Improvement And Development Impact Fee For Fire Protection, Rescue And Emergency Services As Enacted In Resolution Number 2022-11

7:30 P.M. Resolution 2024-05 A Resolution Approving The Acceptance Of Donated Real Properties From Sunnyside Gold Corporation

CORRESPONDENCE:

Sallie Barney

NEW BUSINESS:

Sunnyside Gold Land Transfer

Sales Tax Update

Joint Meeting with Town Board – September 5th 5:00 to 8:00 pm.

Joint Meeting with CDOT - Thursday, August 1st at 3pm

Public Comment

Commissioner and Staff Reports

Possible executive session for the purposes of considering the possible acquisition of real property and possible formal action related thereto following executive session, consistent with CRS 24-6-402(4)(a) and (e). A recording of the executive session shall be kept for 90 days.

Possible executive session for the purpose of discussing personnel matters, pursuant to CRS 24-6-402(4)(f)(I). A recording shall be kept for 90 days.

Other

Adjourn

Times listed above are approximate.

Discussion of an agenda item may occur before or after the assigned time.

Next Regular Meeting – August 14, 2024 8:30 A.M.

Join Zoom Meeting

<https://zoom.us/j/92136473203>

By Telephone: Dial 1 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

Meeting ID: 921 3647 3203

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, JULY 10, 2024
AT 8:30 A.M.

Call to Order: The meeting was called to order by Chairman Austin Lashley. Present were Commissioners Scott Fetchenhier and Pete Maisel, County Attorney Dennis Golbricht and Administrator William Tookey.

Payment of Bills: Commissioner Fetchenhier moved to authorize payment of the warrants as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Minutes: Commissioner Maisel moved to approve the minutes of June 26, 2024, as submitted. Commissioner Fetchenhier seconded the motion. The motion passed unanimous.

County Assessor Kim Buck was present to provide the Commissioners to report the assessed value of San Juan County after completion of assessor protests.

Social Services Director Martha Johnson was present to provide the Commissioners with an update.

The Board of Equalization Hearings were scheduled for July 24, 2024 beginning at 5:00 pm.

The Commissioners discussed the speeding and dust problems on CR 2. Sheriff Bruce Conrad will be invited to the next meeting.

A public hearing was held for the Silver Cloud Lodge PUD Preliminary Application. Mr. Colby Barrett was present to answer any questions. Questions concerning the impact on wildlife and the financial feasibility of the project were raised by the public. Upon the completion of the public hearing the Commissioners had several questions for the applicant. The Commissioners discussed doing a site visit to help determine the visual impact of improvements on the Bonanza Boy and the potential impact on wildlife and wetlands impact. They also requested that the applicant review reducing the parking on the Bonanza Boy. They also requested that the Avalanche Safety Plan be reviewed by an independent Avalanche Expert. Also requested was input from Colorado Parks and Wildlife. The applicant was asked if he would be willing to continue a decision on the Preliminary Application to a later date. The applicant stated that he was in agreement with an extension.

Commissioner Maisel moved to continue public hearing the Silver Cloud Lodge PUD Preliminary Application until a site visit and additional documentation to a later date. Commissioner Maisel seconded the motion. The motion passed unanimously.

The Treasurer's monthly report was presented to the Commissioners for their review.

Commissioner Fetchenhier moved to approve the Treasurer's Semi-Annual Report. Commissioner Maisel seconded the motion. The motion passed unanimously.

Administrator Tookey asked the Commissioners to consider cancelling the credit cards for former Deputy Clerk Linsley Sweet and former Road Supervisor Louis Girodo; to approve applications for current employees Rusty Melcher and Charles Alex Lanis with a \$2500 credit limit; and to increase all

other county credit card to a minimum of \$2500. Commissioner Fetchenhier moved to approve the requests as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Commissioner Fetchenhier moved to go into Executive Session pursuant CRS Section 24-6-402(4)(b) for the purpose of receiving legal advice from counsel. It was County Attorney Dennis Golbright's opinion that the matter constituted privileged communications and therefore no minutes or recording would be kept. Commissioner Maisel seconded the motion. The motion passed unanimously

The Commissioner reconvened their meeting at 1:52 P.M.

Having no further business, the meeting was adjourned at 1:53 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: San Juan

Date Received July 8, 2024
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: July 8, 2024
Month Day Year

Petitioner's Name: MOREHEAD PROPERTY ONE, LLC / MICHAEL J. MILLER, MANAGER

Petitioner's Mailing Address: 1355 GREENWOOD CLIFFS, STE 150

CHARLOTTE

NC

28204-2984

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)
R7101 (50891320130019)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
50827 HIGHWAY 550, DURANGO, CO 81301-9602

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property was acquired for \$1,500,000 (closing statement attached). 2024 value was reduced to \$1,500,000.

Petitioner's estimate of value: \$ 1,500,000 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Please see attached
Petitioner's Signature

Daytime Phone Number (704, 533-0036)

Email mmiller@citisculpt.com

By

Agent's Signature*

Daytime Phone Number (817, 264-9230)

Printed Name: Alexander Powell

Email alex.powell@altusgroup.com

*Letter of agency must be attached when petition is submitted by an agent.

The actual value in the Assessor's Recommendation section does not include 2023 value adjustments for residential and commercial properties. The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:

Assessor's Recommendation

(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original	<u>4,242,270</u>	<u>1,183,593</u>	<u>51,689.88</u>
Corrected	<u>1,500,000</u>	<u>418,500</u>	<u>18,276.73</u>
Abate/Refund	<u>2,742,270</u>	<u>765,093</u>	<u>33,413.15</u>

☒ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2023 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☐ Assessor recommends denial for the following reason(s):

The original 2023 value as calculated at \$41,000/acre, based on land sales in the Hwy 550 corridor near Purgatory Ski Area, which averaged around \$41,000/acre.

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

	July	8,	2024
Petitioner's Signature	Date		
	July	8,	2024
Assessor's or Deputy Assessor's Signature	Date		

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of San Juan County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/2023, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (**being present--not present**) and

Petitioner _____ (**being present--not present**), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (**agrees--does not agree**) with the recommendation of the Assessor, and that the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

2023	_____	_____
Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, 2023

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

☐ Approved ☐ Approved in part \$ _____ ☐ Denied for the following reason(s):

Secretary's Signature	Property Tax Administrator's Signature	July 8, 23 Date
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AGENT AUTHORIZATION

MOREHEAD PROPERTY ONE, LLC

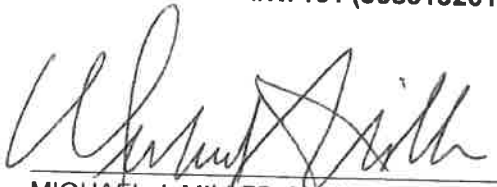
**TO ALL STATE, COUNTY, CITY & OTHER PROPERTY TAXING JURISDICTIONS,
ADMINISTRATIVE REVIEW BOARDS, TAX COMMISSIONS AND/OR COLLECTION
ENTITIES.**

**Altus Group US, Inc, P.O. Box 92129, Southlake, Texas, 76092, (817) 251-6666, its
agents and employees are hereby appointed as our agents to prepare and file real
property and business personal property returns, receive and respond to all compliance
filing correspondence, file protests, receive and respond to all appeal correspondence,
and meet with appropriate officials and other personnel of the taxing jurisdictions for the
purpose of negotiating settlements of property tax valuations and complying with the laws
of each state in the matter of property taxation of real and business personal property
owned by the undersigned taxpayer or in which the undersigned taxpayer has an
ownership interest. This authorization shall remain in force and effect for the 2023 tax
year and abatement petition for the same 2023 tax year.**

Signed the 8th day of July, 2024.

**MOREHEAD PROPERTY ONE, LLC
50827 HIGHWAY 550
DURANGO, CO 81301-9602
SAN JUAN COUNTY
ACCOUNT #R7101 (50891320130019)**

**Agent Information
Altus Group, US Inc.
Alex Powell
P.O. Box 92129
Southlake, TX 76052
817-264-9230
Alex.Powell@altusgroup.com**



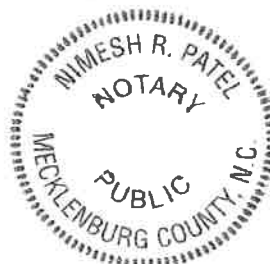
**MICHAEL J. MILLER, MANAGER
MOREHEAD PROPERTY ONE, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY
1355 GREENWOOD CLIFFS, STE 150
CHARLOTTE, NC 28204-2984**

Before me, a duly commissioned Notary Public within and for the State and County
aforesaid, personally appeared **Micheal J. Miller**, known to me to be the person who
signed the foregoing instrument and acknowledged to me that (s)he signed the same for
the purposes and consideration expressed therein, and in the capacity therein stated.

Signed this 8th day of July, 2024.



My Commission Expires Nov. 7, 2024
Notary Public Mecklenburg County, NC



Colorado Title & Closing Services - Durango

970 Main Ave
Durango, CO 81301
(970) 247-5464

File Number: SJ22103593
Sales Price: \$1,500,000.00
Close Date: 12/21/2021
Disbursement Date: 12/21/2021

BUYER(S) CLOSING STATEMENT

Type: Purchase
Property: 50827, TBD HIGHWAY 550
DURANGO, CO 81301 (SAN JUAN)
(50891230120001, 7, 13, 19, 50891320130001, 7, 13, 5540 C5540)

Buyer(s): FIRST CHARLOTTE ESCROW CORPORATION AS QUALIFIED INTERMEDIARY FOR
MOREHEAD PROPERTY ONE, LLC, A NORTH CAROLINA LIMITED LIABILITY
COMPANY
1355 Greenwood Cliff, Ste. 150
Charlotte, NC 28204

Seller(s): GRIZZLY PEAK INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
7170 S. Braden Ave., Ste. 200
Tulsa, OK 74136

Description	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$1,500,000.00	
Deposit or Earnest Money		\$150,000.00
Exchange Funds Received		\$1,466,227.36
Prorations		
County taxes 1/1/2021 to 12/21/2021 @ \$3,136.08/Year Tract G		\$3,341.51
County taxes 1/1/2021 to 12/21/2021 @ \$5,461.45/Year Tract B-1		\$5,296.87
County taxes 1/1/2021 to 12/21/2021 @ \$2,111.78/Year Tract 1-A		\$2,048.14
County taxes 1/1/2021 to 12/21/2021 @ \$3,519.60/Year Tract F		\$3,413.53
County taxes 1/1/2021 to 12/21/2021 @ \$2,674.90/Year Tract E		\$2,594.29
County taxes 1/1/2021 to 12/21/2021 @ \$25,231.64/Year Tract A-1		\$24,471.42
County taxes 1/1/2021 to 12/21/2021 @ \$2,846.60/Year Tract C		\$2,751.01
County taxes 1/1/2021 to 12/21/2021 @ \$5,314.95/Year Parcel No. 5540		\$5,154.76
Title Charges		
Owner's coverage \$1,500,000.00 Premium \$3,485.00 to Colorado Title & Closing Services - Durango	\$3,486.00	
CW / CT OEC - Owner's Extended Coverage (Survey Coverage & Mechanic's Lien Cover Endorsement(s) to Colorado Title & Closing Services - Durango	\$75.00	
Settlement or closing fee (Split) to Colorado Title & Closing Services - Durango \$750.00	\$750.00	
Express delivery service fees to Colorado Title & Closing Services - Durango \$50.00	\$50.00	
Tax Certification to Colorado Title & Closing Services - Durango \$1,075.00	\$1,075.00	
Exchange Fee to Colorado Title & Closing Services - Durango \$100.00	\$100.00	
Well Permit Transfers to Colorado Title & Closing Services - Durango \$75.00	\$75.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$43.00	\$43.00	
State tax/stamps: Deed \$150.00	\$150.00	
Statement of Authority to Simplify \$18.00	\$18.00	
E-Recording Fee to Colorado Title & Closing Services - Durango \$10.00	\$10.00	
E-Recording Fee to Colorado Title & Closing Services - Durango \$10.00	\$10.00	
Water Deed	\$10.00	
E-Recording Fee to Colorado Title & Closing Services - Durango \$10.00	\$10.00	
Additional Settlement Charges		
HQA Document Fee to THE COLUMBINE GROUP LLC	\$100.00	
100% Membership Interest in Water Company to GRIZZLY PEAK WATER SALES & DISTRIBUTION	\$150,000.00	
Legal Services to GREGORY GOLDEN & LANDRY/CU ATTORNEYS AT LAW	\$9,000.00	
Totals	\$1,665,009.00	\$1,665,009.00

Balance Due FROM Borrower: \$0.00

APPROVED AND ACCEPTED

BUYER(S)

FIRST CHARLOTTE ESCROW CORPORATION AS QUALIFIED INTERMEDIARY FOR
MOREHEAD PROPERTY ONE, LLC, A NORTH CAROLINA LIMITED LIABILITY
COMPANY

BY 
CINDY S. MCCOLLUM, VICE PRESIDENT

REVIEWED AND APPROVED:

MOREHEAD PROPERTY ONE, LLC, A NORTH CAROLINA LIMITED LIABILITY
COMPANY

BY _____
MICHAEL J. MILLER, MANAGER

APPROVED AND ACCEPTED

BUYER(S)

FIRST CHARLOTTE ESCROW CORPORATION AS QUALIFIED INTERMEDIARY FOR
MOREHEAD PROPERTY ONE, LLC, A NORTH CAROLINA LIMITED LIABILITY
COMPANY

BY

CINDY S. MCCOLLUM, VICE PRESIDENT

REVIEWED AND APPROVED

MOREHEAD PROPERTY ONE, LLC, A NORTH CAROLINA LIMITED LIABILITY
COMPANY

BY

MICHAEL J. MILLER, MANAGER

SAN JUAN COUNTY
RESOLUTION 2024 – 04

A RESOLUTION REPEALING THE COUNTY IMPROVEMENT AND DEVELOPMENT IMPACT FEE FOR FIRE PROTECTION, RESCUE AND EMERGENCY SERVICES AS ENACTED IN RESOLUTION NUMBER 2022-11, AND FURTHER TERMINATING THE IGA BETWEEN THE COUNTY AND THE DURANGO FIRE PROTECTION DISTRICT RELATED TO THAT IMPACT FEE

WHEREAS, San Juan County (the “County”) and the Durango Fire Protection District (the “District”) entered into an Intergovernmental Agreement for the Imposition and Collection of an Impact Fee for Fire Protection, Rescue and Emergency Services on December 15, 2022 (the “Impact Fee IGA”); and

WHEREAS, the County adopted Resolution Number 2022-11 (the “Resolution”) creating said Impact Fees consistent with §29-20-104.5, C.R.S., San Juan County Zoning and Land Use Regulations, and the Impact Fee IGA; and

WHEREAS, the Impact Fee IGA and the Resolution were based upon the authority in the prior version of §29-20-104.5, C.R.S., which expressly authorized the County, as a condition of issuance of a development permit, to impose an impact fee or other similar development charge to fund expenditures by a fire and emergency services provider that provides fire protection, rescue, and emergency services in the new development on capital facilities needed to serve new development; and

WHEREAS, SB 24-194, which was adopted by the Colorado General Assembly and signed by Governor Polis on May 22, 2024, deleted the authority of the County to impose and collect impact fees for entities providing fire protection and emergency services pursuant to §29-20-104.5, C.R.S. and authorized the District to impose and collect impact fees directly pursuant to §32-1-1002(1)(d.5), C.R.S., effective August 7, 2024; and

WHEREAS, the District has adopted an impact fee schedule in accordance with the requirements of §32-1-1002(1)(d.5), C.R.S., which will become effective August 7, 2024; and

WHEREAS, the parties have agreed to terminate the Impact Fee IGA as it is no longer necessary.

NOW, THEREFORE BE IT RESOLVED by the San Juan County Board of County Commissioners:

- 1) Resolution Number 2022-11 is hereby repealed in its entirety effective August 7, 2024.
- 2) The Impact Fee IGA is hereby terminated effective August 7, 2024.
- 3) The County will cooperate with the District in providing notice and specifications of building permit applications when received, which will allow applicants to receive notice of Impact Fee amounts from the District early in the process. As required by §32-1-1002(1)(d.5)(VI), C.R.S., the County will notify the District of the final issuance of a County building permit at the time of issuance, which will trigger collection of the Impact Fee by the District.

APPROVED and ADOPTED the 24th day of July 2024.

Pete Maisel

Scott Fetchenhier

Austin Lashley, Chair

Attest:

Ladonna L. Jaramillo
Clerk and Recorder

PROPERTY TRANSFER AGREEMENT

This **Property Transfer Agreement** ("Agreement") is dated effective as of _____, 2024 (the "Effective Date"), by and between **Sunnyside Gold Corporation**, a Delaware corporation, of 5075 S Syracuse Street, Suite 800, Denver, Colorado 80237 ("Transferor") and **San Juan County**, a political subdivision of the State of Colorado, of 1557 Greene Street, Silverton, Colorado 81433 by and through the Board of County Commissioners of the County of San Juan, Colorado ("Transferee"). Transferor and Transferee are sometimes collectively referred to hereafter as the "parties" and individually, as a "party." All capitalized terms used herein shall have the meaning ascribed to such term herein.

Recitals:

A. Transferor owns the Property (defined below).

B. Transferor entered into a Consent Decree ("US-CO Consent Decree") with the United States and the State of Colorado ("State"), that was approved on April 29, 2022 by the United States District Court for the District of New Mexico presiding over multidistrict litigation matters centralized in such District, pursuant to the Transfer Order by the United States Judicial Panel on Multidistrict Litigation, *In Re: Gold King Mine Release in San Juan County, Colorado, on August 5, 2015*, MDL No. 2824, which US-CO Consent Decree includes certain provisions with respect to the Property.

C. Pursuant to Paragraph 38.c of the US-CO Consent Decree, on November 8, 2022, Transferor gave the notice required by the US-CO Consent Decree to the U.S. Environmental Protection Agency (EPA) and the State, including the name and address of the Transferee.

D. Transferor desires to transfer the Property to Transferee, and Transferee desires to receive the Property from Transferor, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.

2. **Description of Property.** Subject to the terms and conditions of this Agreement, Transferor agrees to convey to Transferee, and Transferee agrees to accept from Transferor, all of Transferor's right, title and interest in the real and personal property located in San Juan County, Colorado, more particularly described as follows:

(a) All of the real property and real property interests owned by Transferor in San Juan County, Colorado, including the real property described on **Exhibit A**, but specifically excluding any interests of Transferor in rights-of-way, easements, or other access agreements/instruments that are not appurtenant to the Land, and such excluded interests shall include the rights-of-way, easements and other access agreements/instruments identified on **Exhibit B**. The real property and real property interests described on Exhibit A less the excluded non-appurtenant property interests described above to be referred to as the "Land";

(b) All attached buildings and structures and all equipment, fixtures, and other improvements owned by Transferor and located at, or used in connection with the ownership, operation, or maintenance of the Land, including without limitation all

mechanical equipment and other equipment used in the operation of the Land (collectively, "Improvements"); and

(c) All of Transferor's right, title, and interest in and to all rights of way, tenements, hereditaments, easements, rights, interests, claims, minerals and mineral rights, water and water rights, utility capacity, common property rights, and appurtenances in any way belonging or appertaining to the Land and all of Transferor's right, title, and interest in and to all adjoining streets, alleys, private roads, parking areas, curbs, curb cuts, sidewalks, landscaping, signage, sewers, and public ways (collectively, "Appurtenant Rights").

The Land, Improvements, and Appurtenant Rights described above are collectively referred to herein as the "Property." All of the Property shall be conveyed, transferred and assigned, as applicable, to Transferee at Closing (defined below) in accordance with this Agreement and the documents/agreements contemplated hereby.

3. **Consideration; Donation by Transferor.** The conveyance of the Property to be made by Transferor pursuant to this Agreement will be made as a donation to Transferee. Additionally, at Closing, Transferor will donate an additional \$20,000.00 (which figure factors in the cost of the updated ASTM required Phase I ESA) in cash or readily available funds (the "Closing Cash Donation") to Transferee in recognition of a portion of the funds expended by Transferee for the Phase I (defined below).

4. **Conveyance of Property; Condition of Title.**

(a) Quitclaim Deed. At Closing, Transferor shall convey the Property to Transferee by quitclaim deed substantially in the form of **Exhibit C** (the "Quitclaim Deed"; recognizing Exhibit C is the form of the deed itself, and does not include its attached Exhibits A and B; such Exhibits shall be substantially the same as Exhibits A and B to this Agreement).

(b) Condition of Title. Transferee acknowledges that all of Transferor's right, title and interest in and to the Property will be conveyed to Transferee by quit claim, without representation, warranty or recourse, except as otherwise expressly set forth herein.

(c) Additional Documentation. Each party from time to time, subsequent to the Closing, at the other party's request and without further consideration, shall execute and deliver to the other party such other instrument of conveyance, assignment or transfer and take such other action as the other party may reasonably require in order to effectively convey, transfer and vest and put Transferee in possession of the Property.

5. **Closing; Closing Documents; Closing Fees.**

(a) Closing and Closing Date. Closing of the transaction contemplated by this Agreement shall be conducted through escrow with real estate attorney, Sarah H. Abbott of Ireland Stapleton Pryor & Pascoe, PC ("Closing Attorney"), within 45 days (the "Closing" or "Closing Date"). The time and place of the closing shall be as agreed upon within 15 days.

(b) Closing Deliveries. At or before Closing, Transferor and Transferee, as applicable, shall deliver or cause to be delivered to the other party through escrow with the Closing Attorney, for recording, filing or delivery, as applicable, the following (collectively, the "Closing Deliveries"):

- (i) The Quitclaim Deed, as previously described in Section 4(a), duly executed and acknowledged by Transferor and Transferee;

- (ii) The Closing Cash Donation, and Tax prorations pursuant to paragraph 8 below;
- (iii) A certificate prepared and executed by Transferor informing Transferee that Transferor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations issued thereunder, such that withholding of tax is not required at the Closing;
- (iv) The KGUSA Guarantee as provided in Section 17 below;
- (v) All other customary and reasonable certificates, title affidavits, documents, Closing instructions, Closing statements, instruments and writings necessary or desirable to effectuate the transaction contemplated by this Agreement, subject to each party's review and approval of same.

(c) Closing Costs. The Closing Attorney shall record the Quitclaim Deed at Closing. Transferee shall pay any and all fees and expenses related to the Closing including for recording and filing of the Quitclaim Deed and any other Closing Deliveries, and for any Closing Attorney charges. The parties shall pay their own attorney fees for counsel and for review and preparation of documents prior to Closing.

6. Title-related Materials, Phase I, Inspection, Condition of Property, and Due Diligence.

(a) Title-related Materials. As requested by Transferee, Transferor has provided to Transferee certain title-related materials regarding the Property (the "Title-related Materials"). Transferor makes no representations or warranties regarding the Title-related Materials, and the Transferor's provision of the Title-related Materials does not affect that Transferee is relying on its own due diligence with respect to the Property. Transferee may obtain owner's extended coverage title insurance policy from a Title Company to be issued to Transferee in connection with Closing at Transferee's sole cost and expense, provided that any such title insurance policy shall not delay the timing of Closing.

(b) Phase I Assessment. Transferee engaged Iron Woman Construction and Environmental Services, LLC ("Iron Woman") to conduct a Phase I Environmental Site Assessment ("Phase I") on the Land. For the avoidance of doubt, Transferee was the only party that engaged Iron Woman to complete the Phase I. Iron Woman has completed the Phase I. Transferee has provided a copy of the Phase I report to Transferor. Transferee shall be solely responsible for the costs of the Phase I; provided, however, that Transferor will make a cash donation to Transferee in recognition of the funds expended by Transferee for the Phase I pursuant to Section 3 if this Agreement closes, or pursuant to Section 15 if this Agreement does not close as provided in Section 15.

(c) Inspection by Transferee. In connection with Transferee's right to inspect the Property for the Phase I or other due diligence purposes, Transferee and Transferee's agents, contractors, and consultants have been or shall be allowed access to the Property at all reasonable times for the purpose of conducting any tests, studies, and investigations Transferee deems appropriate, including the Phase I (recognizing the Phase I field work has already been completed as of the Effective Date). Transferee shall not damage, destroy or harm the Property, and any damage or injury caused to the Property by Transferee shall be promptly repaired by Transferee, at Transferee's sole cost and expense, so as to restore the Property to substantially the condition existing immediately prior to such damage or injury. Transferee shall not permit

any lien or encumbrance to be filed against the Property as a result of any tests, studies, or investigation. This paragraph shall survive the Closing or termination of this Agreement.

(d) **Condition of Property.** Transferee enters into the Agreement in full reliance upon Transferee's independent due diligence, investigation and judgment, and neither Transferor nor Transferor's agents or attorneys make any warranties or representations to Transferee about the Property except as otherwise expressly set forth herein. There are no verbal or other agreements which modify or affect this Agreement. **TRANSFEEE AGREES TO ACCEPT THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND ACKNOWLEDGES THAT TRANSFEROR IS MAKING NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF OR TITLE TO THE PROPERTY EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN.** Transferee further acknowledges that Transferor expressly disclaims any warranties of condition, fitness for a particular use or purpose, and all other warranties concerning the Property. The provisions of this paragraph shall survive Closing or termination of the Agreement.

(e) **Due Diligence.** Transferee shall have until the date that is thirty days after the Effective Date ("Due Diligence Deadline") to complete any and all due diligence of the Property deemed necessary or appropriate or desirable by Transferee at Transferee's sole cost and expense. Such due diligence may include, without limitation title review, environmental review, surveys, and physical inspections of the Property. If Transferee determines in its sole discretion on or before the Due Diligence Deadline that the Property is unacceptable to Transferee for any reason whatsoever, Transferee may terminate this Agreement by providing written notice to Transferor by the Due Diligence Deadline and this Agreement shall be of no further force and effect except those provisions that expressly survive termination, in which event Transferor shall not be required to make a donation for any portion of the costs expended by Transferee for the Phase I.

7. **Possession.** Transferor shall transfer possession of Transferor's interest in the Property to Transferee on the Closing Date.

8. **Prorations.** Transferor has paid all taxes and assessments on the Property due and payable in 2024 for 2023, and all taxes and assessments for all previous years. Transferor shall pay all taxes and assessments on the Property for 2024 prorated as of the Closing Date based upon the most recent tax and assessment amounts. To the extent Transferee is obligated to pay taxes and assessments on the Property after Closing, Transferee agrees to assume and pay all taxes and assessments on the Property from and after the Closing Date and for subsequent years.

9. **Representations and Warranties.**

(a) **Transferor's Representations and Warranties.** Transferor represents, warrants, and covenants with Transferee that as of the execution of this Agreement, and which shall be true and correct as of the Closing Date, that

- (i) Transferor has full power and authority to enter into this Agreement and to carry out the transaction contemplated by this Agreement.
- (ii) Transferor has taken all action necessary to authorize its execution and performance of this Agreement.
- (iii) This Agreement is, and Transferor's other instruments when executed and delivered by Transferor in accordance with the terms hereof will be, legal, valid and binding obligations of the Transferor and enforceable in accordance with their terms, except as the same may be affected by

bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

- (iv) To Transferor's Actual Knowledge (as defined below) and except for those matters disclosed to Transferee by Transferor as of the Due Diligence Deadline, and except as disclosed in publicly available records or documents, including all such records or documents related to the Bonita Peak Mining District or the US-CO Consent Decree, or as disclosed in the Phase I, or as reflected and disclosed in the Title-related Materials, or known by Transferee to Transferee's Actual Knowledge, no Hazardous Substances (as defined below) exist on the Property in violation of applicable laws. The term "Hazardous Substances" shall have the same meaning as "hazardous substances" used in the US-CO Consent Decree. As used herein, "Actual Knowledge" means (a) with respect to Transferor, the actual knowledge (without any requirement of investigation other than reviewing this Agreement), as of the Effective Date, and upon Closing as of the Closing Date, of Transferor's current officers, and (b) with respect to Transferee, the actual knowledge (without any requirement of investigation other than reviewing this Agreement), as of the Effective Date, and upon Closing as of the Closing Date, of Transferee's current officials or commissioners.
- (v) To Transferor's Actual Knowledge and except for those matters disclosed to Transferee by Transferor as of the Due Diligence Deadline, and except as disclosed in publicly available records or documents, including all such records or documents related to the Bonita Peak Mining District or the US-CO Consent Decree, or as disclosed in the Phase I, or as reflected and disclosed in the Title-related Materials, or known by Transferee to Transferee's Actual Knowledge, (a) there is no fact or condition currently existing with respect to the Property or its operation, or any part of it, which violates any law, rule, regulation, ordinance, code, order, decree, or ruling of any local, state, or federal government, agency, or court, including those matters subject to the US-CO Consent Decree, and (h) Transferor has not received notice, written or otherwise, from any Governmental Authority (as defined below) currently requiring the correction of any condition with respect to the Property, or any part thereof; and (c) neither the Transferor or the Property is currently a party to or bound by any agreement, stipulation, ruling, decree, injunction, or order which would materially impair Transferee's ability to continue to utilize the Property. As used herein, the term "Governmental Authority" shall mean the United States, the State of Colorado, the County of San Juan, or any other city or county in the State of Colorado, and any agency, department, commission, board, bureau, or instrumentality of any of them.
- (vi) To Transferor's Actual Knowledge and except for those matters disclosed to Transferee by Transferor as of the Due Diligence Deadline, and except as disclosed in publicly available records or documents, including all such records or documents related to the Bonita Peak Mining District or the US-CO Consent Decree, or as disclosed in the Phase I, or as reflected and disclosed in the Title-related Materials, or known by Transferee to Transferee's Actual Knowledge, Transferor is not aware of any agreements which give a third party rights to enter and use the surface of the Property to access water on the Property.

- (vii) To Transferor's Actual Knowledge and except for those matters disclosed to Transferee by Transferor as of the Due Diligence Deadline, Transferor knows of no claim of right, easements, or other rights of third parties affecting the Property (including without limitation any rights, easements, liens, rights of first refusal, options, or other rights of third parties not shown by public records), other than those matters disclosed in publicly available records or documents including all such records or documents related to the Bonita Peak Mining District (as defined as the Site in the US-CO Consent Decree) or the US-CO Consent Decree, or as disclosed in the Phase I, or as reflected and disclosed in the Title-related Materials, or known by Transferee to Transferee's Actual Knowledge.
- (viii) To Transferor's Actual Knowledge and except for those matters disclosed to Transferee by Transferor as of the Due Diligence Deadline, and except as disclosed in publicly available records or documents, including all such records or documents related to the Bonita Peak Mining District or the US-CO Consent Decree, or as disclosed in the Phase I, or as reflected and disclosed in the Title-related Materials, or known by Transferee to Transferee's Actual Knowledge, there are no leases currently in effect with respect to any portion of the Property, and no tenant under any current lease or other agreement is entitled to any free rent, concessions, allowances, rebates or refunds and no tenant has an option to purchase the Property or any portion thereof.

(b) Transferee's Representations and Warranties. Transferee represents, warrants, and covenants with Transferor that as of the execution of this Agreement, and which shall be true and correct as of the Closing Date, that (i) Transferee has full power and authority to enter into this Agreement and to carry out the transaction contemplated by this Agreement; (ii) Transferee has taken all action necessary to authorize its execution and performance of this Agreement; and (iii) this Agreement is, and Transferee's other instruments when executed and delivered by Transferee in accordance with the terms hereof will be, legal, valid and binding obligations of the Transferee and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) The representations and warranties set forth in this Section 9 will survive the Closing of the transaction contemplated by this Agreement for a period of three years after Closing and shall not merge into the terms of any deed or other instrument of conveyance.

(d) Transferor shall have no liability with respect to a claim or claims under Section 9(a) unless the total of claimed damages with respect to such matters exceeds \$20,000.00, and then only for the amount by which such damages exceed \$20,000.00, and provided further that the amount of any individual claim must exceed \$2,500.00. Furthermore, in no event shall Transferor's maximum aggregate liability for damages for claims under Section 9(a) exceed \$3,000,000.00.

10. Post-Closing Covenants and Obligations of Transferee.

- (a) Assumption of Obligations and Liabilities.

- (i) Obligations of US-CO Consent Decree. As of and after the Closing Date, Transferee agrees to fully assume, comply with, and be bound by, all provisions of Section XII of the US-CO Consent Decree applicable to Transferor and the related penalty provisions of Paragraph 11.b of US-CO Consent Decree, and requirements for subsequent conveyances by Transferee more fully set forth in Section 10(d) of this Agreement. As of and after the Closing Date, Transferor shall be relieved of any and all of its obligations under Section XII and related penalty provisions of Paragraph 11.b of the US-CO Consent Decree, and shall take no further actions under or otherwise related to Section XII of the US-CO Consent Decree, including for any future response actions referenced in Paragraph 36 in Section XII of the US-CO Consent Decree or institutional controls referenced in Paragraph 37 in Section XII of the US-CO Consent Decree, at or related to the Property.
- (ii) Other Post-Closing Obligations and Liabilities. As of and after the Closing Date, Transferee agrees to assume and be responsible for any and all obligations and liabilities, of any kind, character or nature, related to the Property and arising from any matters relating to the Transferee's ownership, use or non-use of, or actions or failures to act with respect to, the Property after the Closing Date, including any such liability or obligations under Environmental Laws (defined below) related to the Property. In connection with Transferee's assumptions herein, Transferee expressly acknowledges and understands that the Property may have been mined or operated or used as sites for tailings or other waste and refuse disposal and as such, may be subject to statutes, laws, regulations, permits or orders imposing obligations in connection therewith (collectively, the "Environmental Laws").

(b) Release and Covenant Not to Sue by County. As of Closing and as to the Property being acquired by Transferee, on behalf of itself and its successors and assigns, Transferee hereby releases any and all claims it may have, now or in the future, against Transferor and Transferor's Affiliated Parties (as defined below) (collectively, the "Released Parties") with respect to (i) any matters arising from or related to the Bonita Peak Mining District Site arising or accruing after the Closing Date, (ii) any matters relating to the Transferee's ownership, use or non-use of, or actions or failures to act with respect to, the Property after the Closing Date, including the environmental or physical condition of the Property, and (iii) all matters addressed in the US-CO Consent Decree. To the maximum extent permitted by law, Transferee fully and forever covenants not to sue or to institute or cause to be instituted any action in any federal, state or local agency or court against the Released Parties for indemnification or otherwise regarding any claims or matters released by Transferee in this Agreement and any obligations and liabilities assumed by Transferee under this Agreement. "Transferor's Affiliated Parties" shall mean the Transferor, any assignee of Transferor, any Affiliate (as defined below) of Transferor, and all of their respective owners, directors, agents, officers, and employees. "Affiliate" means any entity, that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity or entities.

(c) Termination and Release of Existing Contractual Liabilities. Pursuant to that certain Land Exchange and Consolidation Agreement dated May 29, 2007 (the "2007 Agreement"), by and between Transferor and Transferee, the Transferee agreed to and thereafter quitclaimed to Transferor its interests in Eureka Parcels 1-6, located within the abandoned Eureka Townsite (collectively, the "Eureka Parcels") (which such parcels are to be re-conveyed by Transferor to Transferee pursuant to this Agreement), subject to certain indemnification

obligations of Transferor in favor of Transferee for and related to the Eureka Parcels, as set forth in Section 9 of the 2007 Agreement. By Closing under this Agreement, Transferee hereby terminates and fully and forever releases Transferor from the indemnification obligations of Transferor under the 2007 Agreement with respect to the Eureka Parcels and agrees that such indemnification obligations of Transferor shall be null, void and of no further force or effect after Closing.

(d) Future Conveyances. Transferee agrees that in any subsequent conveyance of all or any portion of the Property, or any interest in the Property (including without limitation any grant of an easement burdening any of the Property or any grant of a lease of all or any part of the Property), Transferee shall include the following provisions in the deed or other conveyance instrument, and include applicable dates and recording information for the Quitclaim Deed from Transferor to Transferee:

Grantee hereby agrees to (i) accept the property subject to the covenants, obligations and responsibilities set forth in that certain Quitclaim Deed dated as of _____ 2024, and recorded on _____ 2024, as Document # _____ in the real property records of San Juan County, Colorado and (ii) abide by and enforce the covenants and assume, undertake and perform the obligations and responsibilities as the owner of property in accordance with the terms and conditions of such Quitclaim Deed. Grantee hereby further agrees to be bound by the release and covenant not to sue provisions set forth in the foregoing Quitclaim Deed.

Grantee hereby further agrees that in any subsequent deed or other conveyance instrument, it shall require that the grantee in such deed or conveyance instrument to either (i) execute a deed or conveyance instrument which contains the agreements set forth in the immediately preceding paragraph, or (ii) execute a separate acknowledgment attached to the deed or conveyance instrument which contains the agreements set forth in the immediately preceding paragraph.

(e) Survival. All covenants and agreements of Transferee in this Section 10 shall survive Closing and continue until such covenant or agreement is performed in full.

11. Operation of Property Pending Closing; Risk of Loss. From and after the Effective Date through the Closing Date, Transferor and Transferor's agents shall, at Transferor's expense:

(a) Keep in existence all property and liability insurance policies, and any other applicable insurance policies, that are in existence as of the date of this Agreement with respect to the Property;

(b) Not enter into any transaction with respect to or affecting the Property that would affect or bind Transferee after the Closing Date;

(c) Not sell, encumber, lease or grant any interest in the Property, or any part thereof, in any form or manner whatsoever or otherwise perform or permit any act that would prevent Transferor's full performance of its obligations hereunder; and

(d) Subject to Section 8 concerning prorations, pay all taxes and assessments levied against or incurred in connection with the ownership or operation of the Property, as such taxes and assessments become due and payable.

12. **Conditions Precedent.** The parties' respective obligations to consummate the transaction contemplated by this Agreement are each subject to, and conditioned upon, the satisfaction of the following conditions on or before the Closing Date:

(a) Accuracy of Representations. All representations and warranties of the parties contained in this Agreement shall be true and correct in all material respects on, and as of, the Closing Date.

(b) Fulfillment of Covenants. The parties shall have each performed and complied in all material respects with all of its respective covenants, agreements, and obligations hereunder.

(c) Delivery of Documents. Delivery by parties of their respective Closing Deliveries and any other documents and instruments of transfer and assignment necessary or desirable to consummate the transactions contemplated by this Agreement.

13. **Satisfaction or Waiver of Conditions.** In the event that a condition or provision set forth above or any other condition to Closing stated in this Agreement fails to occur, the party benefited by the condition shall have the right either to (i) terminate this Agreement and this Agreement shall be of no further force and effect except those provisions that expressly survive termination, or (ii) waive such failed condition or objection and proceed to close this transaction.

14. **Risk of Loss and Damage.** Transferor assumes all loss or damage to the Property by any cause through the Closing Date. If any loss, casualty or other occurrence shall have taken place, whether or not covered by insurance, or the Property (in whole or in part) becomes subject to condemnation or eminent domain proceedings, Transferor shall promptly give notice thereof to Transferee. After such notice is given, then Transferee, at Transferee's sole option, shall have no obligation to accept the conveyance of the Property on the Closing Date, unless such loss or damage is fully repaired or restored on or before the Closing Date or, if not fully repaired or restored, is covered by insurance in an amount satisfactory to Transferee (in its sole discretion) and the proceeds of such insurance are assigned or delivered to Transferee at Closing. Notwithstanding the preceding sentences of this Section 14, Transferee shall not be entitled to terminate this Agreement pursuant to this paragraph if the loss or damage resulting in a material adverse impact on the Property or its use is caused by the negligent or intentional acts or omissions of Transferee or Transferee's officers, employees, agents, contractors, or invitees.

15. **Remedies.** The parties shall have the following remedies upon default:

(a) Transferee's Remedies. If Transferor fails to close pursuant to this Agreement in accordance with its terms for any reason, Transferee shall have as Transferee's sole remedy the option of either of the following:

- (i) Terminate this Agreement by giving written notice to Transferor in which case all of the obligations of the parties hereunder shall terminate without liability of any party to any other party except those provisions that expressly survive termination, in which event Transferor shall, within thirty (30) days of such termination, make a donation to Transferee in the amount of \$19,700 in recognition of the funds expended by Transferee for the Phase I; or
- (ii) Enforce the Transferor's specific performance of Transferor's obligations under this Agreement.

(b) Transferor's Remedies. If Transferee fails to close pursuant to this Agreement in accordance with its terms for any reason, Transferor shall have as Transferor's sole remedy the following:

- (i) Terminate this Agreement by giving written notice to Transferee in which case all of the obligations of the parties hereunder shall terminate without liability of any party to any other party except those provisions that expressly survive termination, in which event Transferor shall not be required to make a donation for any portion of the costs expended by Transferee for the Phase I.

(c) Mutual Termination. If the transaction contemplated by this Agreement fails to close through no fault of either party, despite mutual good faith negotiations and efforts, the parties may mutually agree in writing to terminate this Agreement without liability of any party to any other party except those provisions that expressly survive termination, in which event Transferor shall, within thirty (30) days of such termination, make a donation to Transferee in the amount of \$20,000.00 (which figure factors in the cost of the ASTM required Phase I ESA update) in recognition of a portion of the funds expended by Transferee for the Phase I.

16. Notices.

(a) All notices or deliveries required or permitted under this Agreement shall be in writing and shall be hand-delivered, given by certified mail, return receipt requested or overnight courier, or sent by email to the party to be served at such email address set forth in this Agreement or supplied by each party to each other. A copy of such notice or other communication shall also be sent to each party's attorneys.

(b) All notices so given shall be considered effective: (i) if hand-delivered, when received; (ii) if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid; (iii) if mailed, three (3) days after deposit, if postage prepaid, with the United States Postal Service; and (iv) if delivered by email, upon deposit of the message, as sent, in the sender's email box.

(c) Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph. Each party's attorney may send or receive notices at the direction of and in place of the respective party such attorney represents.

(d) Notices or deliveries required or permitted under this Agreement shall be sent to the parties and their respective attorneys at the following addresses:

If to Transferor:

Sunnyside Gold Corporation
Attn: General Counsel
5075 S Syracuse Street, Suite 800
Denver, Colorado 80237
LegalNotices@Kinross.com

With a copy to:

Crowley Fleck PLLP
Attn: Neil G. Westesen
900 N. Last Chance Gulch
Suite 200
Helena, MT 59601
nwestesen@crowleyfleck.com

If to Transferee:

San Juan County

Attn: Dennis Golbricht
1557 Greene Street
Silverton, Colorado 81433
dennis@animaslaw.com

With a copy to:

Rebecca Almon
Ireland, Stapleton, Pryor & Pascoe, P.C.
1660 Lincoln Street, Suite 3000
Denver, CO 80264
ralmon@irelandstapleton.com

17. **Corporate Guarantee/Financial Assurance.** Transferor shall take necessary action to cause its indirect corporate parent Kinross Gold U.S.A., Inc. ("KGUSA") to execute and provide at Closing, in a form that is commercially reasonable and acceptable to Transferee and KGUSA, a corporate guarantee on behalf of Transferor, guaranteeing the obligations and liabilities of Transferor hereunder ("KGUSA Guarantee"). The KGUSA Guarantee shall be maintained for three years after the Closing Date, at which time KGUSA's obligations under the KGUSA Guarantee shall terminate, and the KGUSA Guarantee shall be subject to the dollar limitations in Section Sections 9(d) and 18 herein, and in no event shall KGUSA's maximum aggregate liability under this paragraph exceed such dollar limitations.

18. **Non-CERCLA Liability.** Transferor shall defend, indemnify, and hold harmless Transferee, and Transferee's managers, officers, commissioners, administrators, employees, attorneys, agents, and representatives (collectively "Indemnified Parties"), as applicable, from and against all private, non-CERCLA third-party claims, demands, or causes of action (collectively "Claims"), and losses, costs, damages, expenses and liabilities which any Indemnified Party may suffer, sustain or become subject to, as a result of Claims made against any Indemnified Party by Eureka Gulch Properties LLC, its member Ryan T. Bennett or its successors in interest to the Eureka Gulch Properties (defined below) associated with the property interest currently held by Eureka Gulch Properties LLC in the following patented mining claims associated with the Whiton Agreement (defined below): Adventure MS 14443, Iron Mask MS 14443, Benjamin Franklin MS 1011, and Hidden Hand MS 1658, (collectively "Eureka Gulch Properties"), provided such Claims are based on (a) Transferee's post-Closing ownership in the following patented mining claims currently owned by Transferor, which are part of the Property: Thunderberg MS 1395, Last Chance MS 17901 and Bavarian MS 1396 (collectively the "SGC Terry Tunnel Area Properties" and collectively with the Eureka Gulch Properties the "Terry Tunnel Area Properties"), including the presence on or beneath the Terry Tunnel Area Properties of any Hazardous Substances caused by Transferor's pre-Closing activities, any Hazardous Substances which have been released from the Terry Tunnel Area Properties as a result of Transferor's pre-Closing activities, or any pre-Closing violation by Transferor of any Environmental Laws on the Terry Tunnel Area Properties; provided further that the indemnity obligations of Transferor provided in this paragraph shall only apply to the current condition of the Terry Tunnel Area Properties or to Transferor's pre-Closing activities on the Terry Tunnel Area Properties, and Transferor shall have no indemnity obligation for any post-Closing activities by Indemnified Parties or any third party on the Terry Tunnel Area Properties; and provided further that the indemnity obligations of Transferor provided in this paragraph shall survive the Closing of the transaction contemplated by this Agreement for a period of three years after Closing, and in no event shall Transferor's maximum aggregate liability for the indemnity obligations in this

paragraph exceed \$3,000,000.00. In the event Transferee seeks indemnification for a Claim under this paragraph, Transferee shall inform Transferor of such Claim as soon as reasonably practicable after Transferee receives notice of such Claim, and Transferee shall permit Transferor to assume direction and control of the defense of such Claim (including the right to settle such Claim solely for monetary consideration with no admission of fault), and Transferee shall cooperate as requested (at the expense of the Transferor) in the defense of such Claim. The following capitalized terms used in this paragraph have the following definitions or meaning: "CERCLA" as defined in the US-CO Consent Decree; "Whiton Agreement" means the instrument between William H. Whiton and John B. Terry concerning the Terry Tunnel, executed on October 12, 1905, and recorded with the San Juan County Recorder on January 6, 1906 at Book 127, Page 284; "Hazardous Substances" as defined in Section 9(a)(iv) herein; and "Environmental Laws" as defined in Section 10(a)(ii) herein.

19. Miscellaneous.

(a) No Construction Against Drafting Party. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized both parties and/or their counsel have contributed substantially and materially to the preparation of this Agreement.

(b) Time is of the Essence. Time of payment and performance shall be of the essence of each and every provision of this Agreement.

(c) Attorney Fees. In any action brought by the Transferee or Transferor to enforce any of the terms of this Agreement, the substantially prevailing party in such action shall be entitled to such reasonable attorneys' fees as the court shall determine just.

(d) Entire Agreement. This Agreement (including the Exhibits hereto) contains the entire agreement and understanding of the parties concerning the conveyance of the Property, and supersedes any and all prior negotiations and understandings. All Exhibits attached hereto are incorporated herein by this reference for all purposes. This Agreement shall not be modified, amended or changed in any respect except by a written document signed by all parties hereto.

(e) Captions. The captions, titles and section headings throughout this Agreement are for convenience and reference only and shall not be deemed or held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement, nor to define, limit or describe the scope or intent of a particular section.

(f) Successors and Assigns; No Third-Party Benefit. The terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Subject to the provisions herein regarding Transferor's Affiliated Parties and Released Parties, and regarding Indemnified Parties, this Agreement is for the sole benefit of Transferor and Transferee (including an assignee), and no third party (including, without limitation, any real estate broker or any subsequent owners of the Property) is intended to be a beneficiary of or have the right to enforce this Agreement.

(g) Nonwaiver. No waiver of any condition expressed in this Agreement shall be implied by any neglect of Transferee or Transferor to enforce any remedy on account of the violation of such condition, whether or not such violation be continued or repeated subsequently,

and no express waiver shall affect any condition other than the one specified in such waiver for the time and in the manner specifically stated.

(h) Survival of Terms. Subject to Sections 9(c), 17, and 18, all express representations, warranties, and continuing obligations made in or given in this Agreement will survive the Closing of the transaction contemplated by this Agreement or the expiration or the termination of this Agreement for any reason, and such express representations, warranties, and continuing obligations shall not merge into the terms of any deed or other instrument of conveyance.

(i) Governing Law. This Agreement and any disputes arising hereunder shall be governed hereafter and construed and enforced in accordance with the laws of the State of Colorado, including any applicable Colorado constitutional provisions, without reference to principles of choice or conflicts of laws. Any claim or dispute arising out of or related to this Agreement, or the enforcement or interpretation hereof shall be brought solely and exclusively in a court of competent jurisdiction in Colorado; Transferor and Transferee consent and submit to the jurisdiction of such courts.

(j) Counterparts. This Agreement (and any amendment hereto) may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument. A counterpart signed and delivered by electronic means in pdf, tiff, or jpeg file format shall be as valid and effectual as the original of that counterpart.

(k) Invalid Provisions; Severability. If any provision of this Agreement (except those provisions relating to Transferor's obligation to convey the Property and Transferee's obligation to receive the Property subject to the post-Closing obligations and covenants set forth in Section 10(a)(i), the invalidity of either of which shall cause this Agreement to be null and void) is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision of by its severance from this Agreement.

(l) Governmental Immunity. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Transferee, or its directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

(m) Transferee acknowledges that Transferor may pursue treating the donation of the Property as a charitable donation for federal tax purposes, and Transferee agrees to cooperate before Closing or after Closing as reasonably requested by Transferor with respect to such charitable donation, including signing IRS Form 8283 as required for such charitable donation.

[signature page follows immediately]

IN WITNESS WHEREOF, the parties have signed this Property Transfer Agreement on the date set forth opposite their respective signatures.

Dated: _____.

Sunnyside Gold Corporation, a Delaware corporation

By: _____

Name: _____

Title: _____

“Transferor”

Dated: _____.

San Juan County, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of San Juan, Colorado

By: _____

Name: _____

Title: _____

“Transferee”

Exhibit A

Description of Land

The following real property is located in Township 42 North, Range 6 West, Township 42 North, Range 7 West, and Township 41 North, Range 7 West, N.M.P.M.

Property Tax Parcel ID	Description/Claim Name and Mineral Survey No.
#47730190030005	EUREKA TOWNSITE LOT 5 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190030006	EUREKA TOWNSITE LOT 6 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190050004	CASHIER LODE - MS 134 (UND 9/10 INT IN 10.5 ACRES), CENTENNIAL - MS 16635, NASBY - MS 2508, ROVING RANGER LODE - MS 151 A, TAGNER - MS 16804, WHITE STAR - MS 14368
#47730300020001	EUREKA TOWNSITE LOT 1 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020002	EUREKA TOWNSITE LOT 2 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020003	EUREKA TOWNSITE LOT 3 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47730300020004	EUREKA TOWNSITE LOT 4 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47750090050001	CASHIER - MS 442, ORIENTAL - MS 566, PRIDE OF THE ALPS - MS 572
#47750100050003	EMMA - MS 2273, LULU CARROLL - MS 873, MOTHER GOOSE - MS 17234, MOULTRIE LODE - MS 173, PAYMASTER - MS 1301, PONY - MS 2336 (UND 2/3 INT IN 8.10 ACRES)
#47750100050031	MIDNIGHT - MS 5616
#47750100050051	TAGGART - MS 2338 (UND 1/3 INT IN 7.22 ACRES)
#47750110050002	PALOS - MS 18732, PALOS #1 - MS 18732, PALOS

	#2 - MS 18732, SUNNYSIDE #2 - MS 20003, SUNNYSIDE EXT - MS 1180, TERRY - MS 17986, MASTODON - MS 216, NO NAME - MS 2272, CROWN JEWEL - MS 20003, DOCTOR - MS 2093 A, ESMARALDA - MS 16165, GOLD PRINCE - MS 20003
#47750110050022	FEARLESS - MS 17011
#47750130050001	MUSKEGON - MS 1394, RARUS - MS 1401, NANTUCKET - MS 6954 (UND 5/12 INT IN 10.28 ACRES), DENVER - MS 1403, ALMA - MS 1708, CHARLTON - MS 1706
#47750130050003	CLIMAX #3 - MS 19474, TIP TOP - MS 18108, TIP TOP #2 - MS 19474, TIP TOP #3 - MS 19474
#47750140050002	REPUBLIC - MS 12724, RUBY - MS 18020, SHOSHONE - MS 17201, SILVER BOW - MS 18020, SUNNYSIDE - MS 438, SUNNYSIDE ANNEX - MS 16668, THUNDERBERG - MS 1395, WEDGE - MS 18160, ANACONDA - MS 18020, BAVARIAN - MS 1396, BRIGGS - MS 8400, BUTTE CITY - MS 18020, CLIMAX - MS 12723, CLIPPER - MS 1689, HERMAN - MS 1397, HIDDEN TREASURE EXT - MS 20003, LAKE - MS 2027, LAST CHANCE - MS 17901, LITTLE MARY - MS 2038, METROPOLIS - MS 1398, PEARL - MS 5975, QUAIL - MS 20003, RAYMOND - MS 18020
#47750150050001	GEORGE WASHINGTON - MS 2028, GRAND VIEW - MS 17202, MOUNTAIN SHEEP - MS 17432, OREGON - MS 17233
#47750150050002	HONECK - MS 16200, SILVER KING - MS 1857
#47750150050011	PAYMASTER - MS 18080, WATERLOO - MS 17429
#47750160050006	EMMA #1 - MS 17538, EMMA #2 - MS 17538, SMUGGLER - MS 1758
#47750220050003	AMA - MS 18849, BLUE HEEL - MS 18849, DOVER - MS 1690, GOLD PEAK - MS 16393, JOE - MS 18849, MILANO - MS 16393, RED - MS 18849, ROCK - MS 18849, ROSA - MS 18849, ROSSO - MS 18849, ROUENA O - MS 16393, TREASURE - MS 18849, YANKEE BOY - MS 18849
#47750230050001	BEAUBREC - MS 1709
#47750230050002	A D SEARL - MS 1714, DANEBURG - MS 1780, HILDERBRAND - MS 1707, KNICKERBOCKER - MS 1717, UNDERWOOD - MS 1719
#47750240050001	BLUCHER - MS 1400, EIGHTY NINE - MS 16997, ESTEY - MS 13189, LIZZIE NORRIS - MS 1702, GRAND - MS 2573, GRAND PRIZE - MS 1701, GREAT EASTERN - MS 1691, NEW YORK - MS 8399, WELLINGTON - MS 16997, SUNBEAM - MS

	1419
#48290090010033	BEND PLACER - MS 11596, C H MILL SITE - MS 20594. FORMERLY PART OF SCHEDULE 48290090010031
#48290090010039	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL C, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF ANN HARRIS PLACER - MS 11596 AND FORMER PARCEL BB, RECORDED AS RECEPTION NO. 186140. FORMERLY PART OF SCHEDULES 48290090010003 AND 48290090010036.
#48290090010041	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL E, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PORTIONS OF M D THATCHER - MS 17699 AND POLAR STAR MILL SITE - MS 7608. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010042	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL F, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF PETER PLACER - MS 11596, AND SMALL PORTIONS OF M D THATCHER - MS 17699 AND BLM TRACT 41. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010043	BLAIR PLACER - MS 841, GOLD -MS 14012, JEANNETTE ROUX PLACER MS 11596 MINERAL RIGHTS ONLY, RIVERSIDE (PART) - MS 8801, H V B MILL SITE - MS 20594 B. FORMERLY PART OF SCHEDULE 48290090010003
#48290090010044	TRACTS 42, 43, 44, 45, AND PARCEL DD IN T41N R7W
#48290100010006	BUENA VISTA - MS 14012, M B MILLSITE - MS 20595 B, N N MILLSITE - MS 20595 B, T H W M S TRACT A - MS 20595 B, T H W M S TRACT B - MS 20595 B

Exhibit B

Excluded Rights-Of-Way, Easements and Other Access Agreements/Instruments

Any and all existing rights and obligations identified in the following:

1. Land Use Permit (COC-80047) issued by the United States Department of Interior, Bureau of Land Management to the Sunnyside Gold Corporation.
2. Right-of-Way Temporary Use Permit (COC-077429) issued by the United States Department of Interior, Bureau of Land Management to the Sunnyside Gold Corporation.
3. Access Easement from Larry R. Perino to the Sunnyside Gold Corporation, dated July 12, 2017.
4. Easement Agreement between Frank Baumgartner, Sial Exploration Inc., and Osiris Gold, Inc. and the Sunnyside Gold Corporation, dated November 4, 2002, recorded January 16, 2003, in the records of the Clerk and Recorder of San Juan County as Document No. 142337.
5. Access Agreement between the Sunnyside Gold Corporation and Jack Brendlinger, dated October 18, 2020.
6. Access Agreement between the Sunnyside Gold Corporation and Le Roy W. Goodwin II, dated October 12, 2020.
7. Access Agreement between the Sunnyside Gold Corporation and Jeff and Jerry Sandberg, dated October 5, 2020.
8. Access Agreement between the Sunnyside Gold Corporation and the Silverton Lakes RV Resort LLC, dated September 29, 2020.
9. Access Agreement between the Sunnyside Gold Corporation and Houghton Unlimited LLC, dated September 14, 2020.
10. Access Agreement between the Sunnyside Gold Corporation and Delmar E. Calhoun, dated August 31, 2020.
11. Access Agreement between the Sunnyside Gold Corporation and Thomas J. & Jean L. Merson Revocable Trust, dated August 31, 2020.

12. Access Agreement between the Sunnyside Gold Corporation and the San Miguel Power Association, dated August 30, 2020.
13. Access Agreement between the Sunnyside Gold Corporation and Mace L. and Cheryl L. Pemberton, dated August 21, 2020.
14. Access Agreement between the Sunnyside Gold Corporation and the Paul H. & Nancy Painter Trust, c/o Gregg Painter, dated August 8, 2020.
15. Access Agreement between the Sunnyside Gold Corporation and Lisa D. and Shawn W. Merrill, dated August 7, 2020.
16. Access Agreement between the Sunnyside Gold Corporation and GrayJay Meadows LLC, dated August 7, 2020.
17. Access Agreement between the Sunnyside Gold Corporation and Charles Jacob Csira, dated November 1, 2019.
18. Access Agreement between the Sunnyside Gold Corporation and Tim A. Edgar and Pam Killebrew, dated November 1, 2019.
19. Access Agreement between the Sunnyside Gold Corporation and the Katherine Smith Trust, dated November 1, 2019.
20. Access Agreement between the Sunnyside Gold Corporation and Larry Perino, dated November 1, 2019.
21. Access Agreement between the Sunnyside Gold Corporation and Loren Lew, dated November 1, 2019.
22. Access Agreement between the Sunnyside Gold Corporation and Mi Casa es Su Casa and Dan Dugi Defined Benefit Trust, dated November 1, 2019.
23. Access Agreement between the Sunnyside Gold Corporation and Michael K. Meuer, dated November 1, 2019.
24. Access Agreement between the Sunnyside Gold Corporation and Ryan and Cherie Naffzinger, dated November 1, 2019.
25. Access Agreement between the Sunnyside Gold Corporation and the San Juan County Historical Society, dated November 1, 2019.

26. Access Agreement between the Sunnyside Gold Corporation and the Sidehill Mugwump Protection Society, dated November 1, 2019.
27. Access Agreement between the Sunnyside Gold Corporation and Vernon & Amanda Bridgewater, dated November 1, 2019.
28. Access Agreement between the Sunnyside Gold Corporation and ZLM LLC, dated November 1, 2019.
29. Access Agreement between the Sunnyside Gold Corporation and the San Juan County Historical Society, executed on January 1, 1999.
30. Access Agreement between the Sunnyside Gold Corporation and the San Juan County Historical Society, executed on September 15, 1998.
31. Access Agreement between the Sunnyside Gold Corporation and Aerodium Inc., executed on March 31, 1997.
32. Access Agreement between the Sunnyside Gold Corporation and Glen E. Nordlander, executed on March 31, 1997.
33. Access Agreement between the Sunnyside Gold Corporation and ASARCO, Inc., dated November 8, 1996.
34. Access Agreement between the Sunnyside Gold Corporation and TUSCO, Joseph Baldwin, and Michael Combs, dated November 6, 1996, recorded November 21, 1996, in the records of the San Juan County Clerk and Recorder as Document No. 138422.

Exhibit C

Form of Quitclaim Deed

After recording, return to:

San Juan County

Attn: _____

1557 Greene Street

Silverton, Colorado 81433

QUITCLAIM DEED

Sunnyside Gold Corporation, a Delaware corporation, with a mailing address of 5075 S Syracuse Street, Suite 800, Denver, Colorado 80237 (“Transferor”), hereby conveys, remises, releases, and quitclaims unto San Juan County, Colorado, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of San Juan, Colorado, whose address is 1557 Greene Street, Silverton, Colorado 81433 (“Transferee”), all of Transferor’s right, title and interest in the real and personal property located in San Juan County, Colorado, more particularly described as follows:

- (A) All of the real property and real property interests owned by Transferor in San Juan County, Colorado, including the real property described on **Exhibit A**, but specifically excluding any interests of Transferor in rights-of-way, easements, or other access agreements/instruments that are not appurtenant to the Land, and such excluded interests shall include the rights-of-way, easements and other access agreements/ instruments identified on **Exhibit B**. The real property and real property interests described on Exhibit A less the excluded property interests described above to be referred to as the “Land”;
- (B) All attached buildings and structures and all equipment, fixtures, and other improvements owned by Transferor and located at, or used in connection with the ownership, operation, or maintenance of the Land, including without limitation all mechanical equipment and other equipment used in the operation of the Land (collectively, “Improvements”); and
- (C) All of Transferor’s right, title, and interest in and to all rights of way, tenements, hereditaments, easements, rights, interests, claims, minerals and mineral rights, water and water rights, utility capacity, common property rights, and appurtenances in any way belonging or appertaining to the Land and all of Transferor’s right, title, and interest in and to all adjoining streets, alleys, private roads, parking areas, curbs, curb cuts, sidewalks, landscaping, signage, sewers, and public ways (collectively, “Appurtenant Rights”).

The Land, Improvements, and Appurtenant Rights described above are collectively referred to herein as the "Property."

PROVIDED THAT Transferor makes no representations or warranties regarding the condition of the Property, including, without limitation, the physical and environmental condition of any real property, improvements, appurtenances or any other rights and title of the Transferor, if any, associated therewith.

AND PROVIDED THAT this conveyance and Quitclaim Deed is subject to the terms and conditions, covenants, obligations and responsibilities set forth in that certain Property Transfer Agreement entered by and between Transferor and Transferee, dated _____, 2024 (the "Underlying Agreement"). Any term not defined herein shall have the same meaning as set forth in the Underlying Agreement. The provisions following this paragraph are from the Underlying Agreement. To the extent of any conflict or discrepancy between this Quitclaim Deed and the Underlying Agreement with respect to such provisions or any other terms and conditions, covenants, obligations and responsibilities, the Underlying Agreement shall control.

AND FURTHER PROVIDED THE FOLLOWING:

(A) Assumption of Obligations and Liabilities.

- (i) Obligations of US-CO Consent Decree. As of and after the Closing Date, Transferee agrees to fully comply with, and be bound by, all provisions of Section XII of the US-CO Consent Decree applicable to Transferor and the related penalty provisions of Paragraph 11.b of US-CO Consent Decree, and requirements for subsequent conveyances by Transferee more fully set forth in paragraph (D) below. As of and after the Closing Date, Transferor shall be relieved of any and all of its obligations under Section XII and related penalty provisions of Paragraph 11.b of the US-CO Consent Decree, and shall take no further actions under or otherwise related to Section XII of the US-CO Consent Decree, including for any future response actions referenced in Paragraph 36 in Section XII of the US-CO consent Decree or institutional controls referenced in Paragraph 37 in Section XII of the US-CO Consent Decree, at or related to the Property.
- (ii) Other Obligations and Liabilities. As of and after the Closing Date, Transferee agrees to assume and be responsible for any and all obligations and liabilities, of any kind, character or nature, related to the Property and arising from any matters relating to the Transferee's ownership, use or non-use of, or actions or failures to act with respect to, the Property after the Closing Date, including, but not limited to, liabilities arising out of either pending or unasserted claims or litigation and any such liability or obligations under Environmental Laws (defined below) for or related to the Property. In connection with Transferee's assumptions herein, Transferee expressly acknowledges and understands that the Property may have been mined or operated or used as sites for tailings or other waste and refuse disposal and as

such, may be subject to statutes, laws, regulations, permits or orders imposing obligations in connection therewith (collectively, the “Environmental Laws”).

- (B) Release and Covenant Not to Sue by County. As of Closing and as to the Property being acquired by Transferee, on behalf of itself and its successors and assigns, Transferee hereby releases any and all claims it may have, now or in the future, against Transferor and Transferor’s Affiliated Parties (as defined below) (collectively, the “Released Parties”) with respect to (i) any matters arising from or related to the Bonita Peak Mining District Site arising or accruing after the Closing Date, (ii) any matters relating to the Transferee’s ownership, use or non-use of, or actions or failures to act with respect to, the Property after the Closing Date, including the environmental or physical condition of the Property, and (iii) all matters addressed in the US-CO Consent Decree. To the maximum extent permitted by law, Transferee fully and forever covenants not to sue or to institute or cause to be instituted any action in any federal, state or local agency or court against the Released Parties for indemnification or otherwise regarding any claims or matters released by Transferee in this Agreement and any obligations and liabilities assumed by Transferee under this Agreement. “Transferor’s Affiliated Parties” shall mean the Transferor, any assignee of Transferor, any Affiliate (as defined below) of Transferor, and all of their respective owners, directors, agents, officers, and employees. “Affiliate” means any entity, that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity or entities.
- (C) Termination and Release of Existing Contractual Liabilities. Pursuant to that certain Land Exchange and Consolidation Agreement dated May 29, 2007 (the “2007 Agreement”), by and between Transferor and Transferee, the Transferee agreed to and thereafter quitclaimed to Transferor its interests in Eureka Parcels 1-6, located within the abandoned Eureka Townsite (collectively, the “Eureka Parcels”) (which such parcels are to be re-conveyed to Transferee pursuant to the Underlying Agreement), subject to certain indemnification obligations of Transferor in favor of Transferee for and related to the Eureka Parcels, as set forth in Section 9 of the 2007 Agreement. By Closing the Underlying Agreement, Transferee hereby terminates and fully and forever releases Transferor from the indemnification obligations of Transferor under the 2007 Agreement with respect to the Eureka Parcels and agrees that such indemnification obligations of Transferor shall be null, void and of no further force or effect after Closing.
- (D) Future Conveyances. Transferee agrees that in any subsequent conveyance of all or any portion of the Property, or any interest in the Property (including without limitation any grant of an easement burdening any of the Property or any grant of a lease of all or any part of the Property), Transferee shall include the following provisions in the deed or other conveyance instrument, and include applicable dates and recording information for this Quitclaim Deed from Transferor to Transferee:

Grantee hereby agrees to (i) accept the property subject to the covenants, obligations and responsibilities set forth in that certain Quitclaim Deed dated as of _____ 2024, and recorded on _____ 2024, as Document # _____ in the real property records of San Juan County, Colorado and (ii) abide by and enforce the covenants and assume, undertake and perform the obligations and responsibilities as the owner of property in accordance with the terms and conditions of such Quitclaim Deed. Grantee hereby further agrees to be bound by the indemnity and release and covenant not to sue provisions set forth in the foregoing Quitclaim Deed.

Grantee hereby further agrees that in any subsequent deed or other conveyance instrument, it shall require that the grantee in such deed or conveyance instrument either (i) execute a deed or conveyance instrument which contains the agreements set forth in the immediately preceding paragraph, or (ii) execute a separate acknowledgment attached to the deed or conveyance instrument which contains the agreements set forth in the immediately preceding paragraph.

TO HAVE AND TO HOLD under Transferee, and Transferee's successors and assigns, forever,

EXEMPT FROM DOCUMENTARY FEE PURSUANT TO C.R.S. 39-13-104(1)(a)

[Remainder of page intentionally left blank.]

DATED this ____ day of _____, 2024.

TRANSFEROR:

Sunnyside Gold Corporation,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Sunnyside Gold Corporation, a Delaware corporation.

(S E A L)

_____[signature]
Notary Public for the State of _____

(Printed Name)
Residing at: _____,
_____(City) _____(State)
My commission expires: _____, 20____
_____(Month/Day/Year)

San Juan County, Colorado,
a political subdivision of the State of Colorado, by
and through the Board of County Commissioners of
the County of San Juan, Colorado

By: _____
Name: _____
Title: _____

STATE OF _____) : ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ for San Juan County, Colorado, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of San Juan, Colorado.

_____[signature]
Notary Public for the State of _____

(Printed Name)
Residing at: _____, _____
(City) (State)
My commission expires: _____, 20____
(Month/Day/Year)

GUARANTEE

THIS GUARANTEE ("Guarantee") is made this ____ day of _____, 2024, by Kinross Gold U.S.A., Inc. ("KGUSA" or "Guarantor") in favor of San Juan County, a political subdivision of the State of Colorado (the "County" or "Guaranteed Party").

RECITALS

- A. Sunnyside Gold Corporation ("SGC") intends to enter into a Property Transfer Agreement with the County whereby SGC would donate all its real property located in San Juan County to the County (the "Property Transfer Agreement").
- B. Section 17 of the Property Transfer Agreement provides for KGUSA, as the indirect corporate parent of SGC, to provide a corporate guarantee on behalf of SGC, guaranteeing the obligations and liabilities of SGC under the Property Transfer Agreement (defined therein as the "KGUSA Guarantee"). Such Section 17 provides that the KGUSA Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time KGUSA's obligations under the KGUSA Guarantee shall terminate, and such Section 17 also provides that the KGUSA Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 therein, and in no event shall KGUSA's maximum aggregate liability under Section 17 exceed such dollar limitations.
- C. Guarantor expects to derive benefits from the transaction which is the subject of the Property Transfer Agreement, and Guarantor finds it advantageous, desirable and in Guarantor's best interests to execute and deliver this Guarantee.

NOW, THEREFORE, in consideration of the Property Transfer Agreement and for other good and valuable consideration, Guarantor hereby covenants and agrees with the Guaranteed Party as follows:

1. **Scope of Guarantee.** Guarantor hereby absolutely and unconditionally guarantees the prompt and complete performance of all obligations and liabilities of SGC under the Property Transfer Agreement, pursuant to, and subject to, the provisions of Section 17 of the Property Transfer Agreement. This Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time Guarantor's obligations under this Guarantee shall terminate. This Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 of the Property Transfer Agreement, and in no event shall Guarantor's maximum aggregate liability under this Guarantee exceed such dollar limitations. The Guaranteed Party shall have no right to assert any claim or demand under this Guarantee unless and until the Guaranteed Party has exhausted all of its rights and remedies against SGC under the Property Transfer Agreement, and Guarantor's obligations under this Guarantee shall be limited to any deficiency after all of the Guaranteed Party's rights and remedies against SGC under the Property Transfer Agreement have been exhausted.

2. **Duration of Guarantee.** This is a continuing guarantee and shall remain in full force and effect until the obligations and liabilities of SGC under the Property Transfer Agreement have been fully and completely performed by SGC.

3. **Assignment.** The Guarantor may not assign this Guarantee without the written consent of the Guaranteed Party. The Guaranteed Party may not assign this Guarantee without the written consent of Guarantor.

4. **Cumulative Remedies.** No failure to exercise and no delay in the exercise of any right or remedy hereunder shall operate as a waiver thereof. All rights and remedies hereunder are cumulative and may be exercised singly or concurrently.

5. **Notices.**

(a) All notices or deliveries required or permitted under this Guarantee shall be in writing and shall be hand-delivered, given by certified mail, return receipt requested or overnight courier, or sent by email to the party to be served at such email address set forth herein or supplied by each party to each other. A copy of such notice or other communication shall also be sent to each party's attorneys.

(b) All notices so given shall be considered effective: (i) if hand-delivered, when received; (ii) if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid; (iii) if mailed, three (3) days after deposit, if postage prepaid, with the United States Postal Service; and (iv) if delivered by email, upon deposit of the message, as sent, in the sender's email box.

(c) Either party may change the address to which future notices shall be sent by notice given in accordance with this section. Each party's attorney may send or receive notices at the direction of and in place of the respective party such attorney represents.

(d) Notices or deliveries required or permitted under this Agreement shall be sent to the parties and their respective attorneys at the following addresses:

If to Guarantor:

Kinross Gold U.S. A., Inc.
Attn: General Counsel
5075 S Syracuse Street, Suite 800
Denver, Colorado 80237
LegalNotices@Kinross.com

With a copy to:

Crowley Fleck PLLP
Attn: Neil G. Westesen
900 N. Last Chance Gulch
Suite 200
Helena, MT 59601
nwestesen@crowleyfleck.com

If to Guaranteed Party:

San Juan County
Attn: Dennis Golbright
1557 Greene Street
Silverton, Colorado 81433
dennis@animaslaw.com

With a copy to:

Ireland, Stapleton, Pryor & Pascoe, P.C.
1660 Lincoln Street, Suite 3000
Denver, CO 80264
ralmon@irelandstapleton.com

6. **Governing Law.** This Guarantee shall be governed by and construed in accordance with the laws of the State of Colorado.

7. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

8. **Time.** Time shall be of the essence of this Guarantee.

9. **Entire Agreement.** This Guarantee, in conjunction with the Property Transfer Agreement, sets forth the entire agreement between the Guarantor and the Guaranteed Party and supersedes any prior written or oral statements or agreements with respect to the matters covered hereby. This Agreement shall be amended only by a writing executed by the Guarantor and the Guaranteed Party.

10. **Binding Effect.** This Guarantee shall be binding upon Guarantor's successors, and shall inure to the benefit of Guaranteed Party and its successors.

IN WITNESS WHEREOF, the parties have executed this Guarantee effective as of the date first above written.

**Kinross Gold U.S.A., Inc. a Nevada
corporation**

By: _____
Name: _____
Title: _____

“Guarantor”

**San Juan County, a political subdivision of the
State of Colorado, by and through the Board of
County Commissioners of the County of San
Juan, Colorado**

By: _____
Name: _____

Title: _____

“Guaranteed Party”

GUARANTEE

THIS GUARANTEE ("Guarantee") is made this ____ day of _____, 2024, by Kinross Gold U.S.A., Inc. ("KGUSA" or "Guarantor") in favor of San Juan County, a political subdivision of the State of Colorado (the "County" or "Guaranteed Party").

RECITALS

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- B. Section 17 of the Property Transfer Agreement provides for KGUSA, as the indirect corporate parent of SGC, to provide a corporate guarantee on behalf of SGC, guaranteeing the obligations and liabilities of SGC under the Property Transfer Agreement (defined therein as the "KGUSA Guarantee"). Such Section 17 provides that the KGUSA Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time KGUSA's obligations under the KGUSA Guarantee shall terminate, and such Section 17 also provides that the KGUSA Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 therein, and in no event shall KGUSA's maximum aggregate liability under Section 17 exceed such dollar limitations.
- C. Guarantor expects to derive benefits from the transaction which is the subject of the Property Transfer Agreement, and Guarantor finds it advantageous, desirable and in Guarantor's best interests to execute and deliver this Guarantee.

NOW, THEREFORE, in consideration of the Property Transfer Agreement and for other good and valuable consideration, Guarantor hereby covenants and agrees with the Guaranteed Party as follows:

1. **Scope of Guarantee.** Guarantor hereby absolutely and unconditionally guarantees the prompt and complete performance of all obligations and liabilities of SGC under the Property Transfer Agreement, pursuant to, and subject to, the provisions of Section 17 of the Property Transfer Agreement. This Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time Guarantor's obligations under this Guarantee shall terminate. This Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 of the Property Transfer Agreement, and in no event shall Guarantor's maximum aggregate liability under this Guarantee exceed such dollar limitations. The Guaranteed Party shall have no right to assert any claim or demand under this Guarantee unless and until the Guaranteed Party has exhausted all of its rights and remedies against SGC under the Property Transfer Agreement, and Guarantor's obligations under this Guarantee shall be limited to any deficiency after all of the Guaranteed Party's rights and remedies against SGC under the Property Transfer Agreement have been exhausted.

2. **Duration of Guarantee.** This is a continuing guarantee and shall remain in full force and effect until the obligations and liabilities of SGC under the Property Transfer Agreement have been fully and completely performed by SGC.

3. **Assignment.** The Guarantor may not assign this Guarantee without the written consent of the Guaranteed Party. The Guaranteed Party may not assign this Guarantee without the written consent of Guarantor.

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5. **Notices.**

(a) All notices or deliveries required or permitted under this Guarantee shall be in writing and shall be hand-delivered, given by certified mail, return receipt requested or overnight courier, or sent by email to the party to be served at such email address set forth herein or supplied by each party to each other. A copy of such notice or other communication shall also be sent to each party's attorneys.

(b) All notices so given shall be considered effective: (i) if hand-delivered, when received; (ii) if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid; (iii) if mailed, three (3) days after deposit, if postage prepaid, with the United States Postal Service; and (iv) if delivered by email, upon deposit of the message, as sent, in the sender's email box.

(c) Either party may change the address to which future notices shall be sent by notice given in accordance with this section. Each party's attorney may send or receive notices at the direction of and in place of the respective party such attorney represents.

(d) Notices or deliveries required or permitted under this Agreement shall be sent to the parties and their respective attorneys at the following addresses:

If to Guarantor:

Kinross Gold U.S. A., Inc.
Attn: General Counsel
5075 S Syracuse Street, Suite 800
Denver, Colorado 80237
LegalNotices@Kinross.com

With a copy to:

Crowley Fleck PLLP
Attn: Neil G. Westesen
900 N. Last Chance Gulch
Suite 200
Helena, MT 59601
nwestesen@crowleyfleck.com

If to Guaranteed Party:

San Juan County
Attn: Dennis Golbright
1557 Greene Street
Silverton, Colorado 81433
dennis@animaslaw.com

With a copy to:

Ireland, Stapleton, Pryor & Pascoe, P.C.
1660 Lincoln Street, Suite 3000
Denver, CO 80264
ralmon@irelandstapleton.com

6. **Governing Law.** This Guarantee shall be governed by and construed in accordance with the laws of the State of Colorado.

7. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

8. **Time.** Time shall be of the essence of this Guarantee.

9. **Entire Agreement.** This Guarantee, in conjunction with the Property Transfer Agreement, sets forth the entire agreement between the Guarantor and the Guaranteed Party and supersedes any prior written or oral statements or agreements with respect to the matters covered hereby. This Agreement shall be amended only by a writing executed by the Guarantor and the Guaranteed Party.

10. **Binding Effect.** This Guarantee shall be binding upon Guarantor's successors, and shall inure to the benefit of Guaranteed Party and its successors.

IN WITNESS WHEREOF, the parties have executed this Guarantee effective as of the date first above written.

**Kinross Gold U.S.A., Inc. a Nevada
corporation**

By: _____
Name: _____
Title: _____

“Guarantor”

**San Juan County, a political subdivision of the
State of Colorado, by and through the Board of
County Commissioners of the County of San
Juan, Colorado**

By: _____
Name: _____

Title: _____

“Guaranteed Party”

GUARANTEE

THIS GUARANTEE ("Guarantee") is made this ____ day of _____, 2024, by Kinross Gold U.S.A., Inc. ("KGUSA" or "Guarantor") in favor of San Juan County, a political subdivision of the State of Colorado (the "County" or "Guaranteed Party").

RECITALS

- A. Sunnyside Gold Corporation ("SGC") intends to enter into a Property Transfer Agreement with the County whereby SGC would donate all its real property located in San Juan County to the County (the "Property Transfer Agreement").
- B. Section 17 of the Property Transfer Agreement provides for KGUSA, as the indirect corporate parent of SGC, to provide a corporate guarantee on behalf of SGC, guaranteeing the obligations and liabilities of SGC under the Property Transfer Agreement (defined therein as the "KGUSA Guarantee"). Such Section 17 provides that the KGUSA Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time KGUSA's obligations under the KGUSA Guarantee shall terminate, and such Section 17 also provides that the KGUSA Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 therein, and in no event shall KGUSA's maximum aggregate liability under Section 17 exceed such dollar limitations.
- C. Guarantor expects to derive benefits from the transaction which is the subject of the Property Transfer Agreement, and Guarantor finds it advantageous, desirable and in Guarantor's best interests to execute and deliver this Guarantee.

NOW, THEREFORE, in consideration of the Property Transfer Agreement and for other good and valuable consideration, Guarantor hereby covenants and agrees with the Guaranteed Party as follows:

1. **Scope of Guarantee.** Guarantor hereby absolutely and unconditionally guarantees the prompt and complete performance of all obligations and liabilities of SGC under the Property Transfer Agreement, pursuant to, and subject to, the provisions of Section 17 of the Property Transfer Agreement. This Guarantee shall be maintained for three years after the Closing Date (as defined in the Property Transfer Agreement), at which time Guarantor's obligations under this Guarantee shall terminate. This Guarantee shall be subject to the dollar limitations in Sections 9(d) and 18 of the Property Transfer Agreement, and in no event shall Guarantor's maximum aggregate liability under this Guarantee exceed such dollar limitations. The Guaranteed Party shall have no right to assert any claim or demand under this Guarantee unless and until the Guaranteed Party has exhausted all of its rights and remedies against SGC under the Property Transfer Agreement, and Guarantor's obligations under this Guarantee shall be limited to any deficiency after all of the Guaranteed Party's rights and remedies against SGC under the Property Transfer Agreement have been exhausted.

2. **Duration of Guarantee.** This is a continuing guarantee and shall remain in full force and effect until the obligations and liabilities of SGC under the Property Transfer Agreement have been fully and completely performed by SGC.

3. **Assignment.** The Guarantor may not assign this Guarantee without the written consent of the Guaranteed Party. The Guaranteed Party may not assign this Guarantee without the written consent of Guarantor.

4. **Cumulative Remedies.** No failure to exercise and no delay in the exercise of any right or remedy hereunder shall operate as a waiver thereof. All rights and remedies hereunder are cumulative and may be exercised singly or concurrently.

5. **Notices.**

(a) All notices or deliveries required or permitted under this Guarantee shall be in writing and shall be hand-delivered, given by certified mail, return receipt requested or overnight courier, or sent by email to the party to be served at such email address set forth herein or supplied by each party to each other. A copy of such notice or other communication shall also be sent to each party's attorneys.

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corporation**

By: _____
Name: _____
Title: _____

“Guarantor”

**San Juan County, a political subdivision of the
State of Colorado, by and through the Board of
County Commissioners of the County of San
Juan, Colorado**

By: _____
Name: _____

Title: _____

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With a copy to:

Ireland, Stapleton, Pryor & Pascoe, P.C.
1660 Lincoln Street, Suite 3000
Denver, CO 80264
ralmon@irelandstapleton.com

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corporation**

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Name: _____
Title: _____

“Guarantor”

**San Juan County, a political subdivision of the
State of Colorado, by and through the Board of
County Commissioners of the County of San
Juan, Colorado**

By: _____
Name: _____

Title: _____

“Guaranteed Party”

SAN JUAN COUNTY
RESOLUTION 2024 –

A RESOLUTION APPROVING THE ACCEPTANCE OF DONATED REAL PROPERTY FROM SUNNYSIDE GOLD CORPORATION WITH CONDITIONS AND OBLIGATIONS AS SET FORTH IN THE PROPERTY TRANSFER AGREEMENT AND CONVEYANCE DEED, AND AUTHORIZING EXECUTION ALL NECESSARY DOCUMENTS

WHEREAS, San Juan County (the “County”) has conditionally agreed to accept a donation of certain real property from Sunnyside Gold Corporation (“Sunnyside”); and

WHEREAS, pursuant to the provisions of CRS §30-11-101(1)(b), the County has the power to purchase and hold real property for the use of the County; and

WHEREAS, the donated real property (“the “Property”) is comprised of approximately 124 mining claims located on 31 parcels over approximately 1,202 acres in San Juan County, Colorado; and

WHEREAS, due to significant topographical limitations and the fact that San Juan County is comprised of almost ninety (90) percent federal land, there is a severe shortage of useable real property available for local public facilities; and

WHEREAS, the acquisition of the Property for current and foreseeable future needs, directly benefits the health, safety and welfare of all persons living within or visiting the County, and is in the best interest of the inhabitants of the County; and

WHEREAS, future use of the Property could include emergency services, much needed parking/staging areas, County facilities, conservation/preservation of sensitive areas, protection of mine remediation features, and recreation; and

WHEREAS, the donation offered does not allow for selecting individual properties, but instead requires the acceptance of all included properties; and

WHEREAS, the Property is located entirely in the United States Environmental Protection Agency (EPA) Bonita Peak Mining District Superfund Site (“BPMD”) due to mining impacts; and

WHEREAS, the Property has varying amounts of mining impacts; many of the mining claims were simply shallow discovery diggings to establish a claim and were not impacted by mining activities, while other of the properties that had been mined for ore have been investigated and remediated by relocation and stabilization of the mine tailings, and engineered water collection and settlement ponds were constructed in areas where mine water was discharging, all to the satisfaction of the EPA; and

WHEREAS, certain portion of the of the Property is subject to ongoing and possibly long-term active and pending remediation for management of groundwater; and

WHEREAS, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) imposes strict liability for certain types of environmental contamination on real property even if the property owner was not responsible for causing the contamination; and

WHEREAS, in considering whether to accept the donated Property, the County retained a law firm with expertise in the field of determining possible liabilities, and obtaining certain liability protection under CERCLA, including a Bona Fide Prospective Purchaser (“BFPP”) defense; and

WHEREAS, to be eligible for BFPP protections, the County must meet certain criteria, including full cooperation with state and federal agencies as to efforts to address contamination, the implementation of reasonable steps to avoid actions that threaten to cause new or increased exposure to contamination at the Property, and thorough investigation and due diligence prior to acquisition of the Property; and

WHEREAS, the County will continue to work closely with the EPA and CDPHE, who have confirmed that they will continue to conduct CERCLA response actions at the subject Property within the BPMD; and

WHEREAS, San Juan County Ordinance Number 2020-01 was adopted on December 15, 2020 for the regulation of land use within the BPMD. This ordinance provides San Juan County with jurisdiction over Mine Waste Source Areas to control and regulate land use within unincorporated San Juan County where residual mine waste and remediation components exist, including specifically the Superfund site; and

WHEREAS, the County has obtained an extensive American Society for Testing and Materials Phase 1 Environmental Site Assessment Report (the “ESA”) on the Property, with updates twice since 2022, satisfying the investigation and due diligence requirement for BFPP protections; and

WHEREAS, based upon expert opinion received, the County has the reasonable belief that it will be entitled to the BFPP CERCLA liability protections; and

WHEREAS, the County has obtained confirmation from the EPA and CDPHE in the form of a “Comfort Letter” setting forth actions and non-actions of the County required in obtaining and retaining the BFPP liability protections, while utilizing the Property for possible specific uses; and

WHEREAS, the County understands that even with the BFPP liability protections, there are certain risks associated with accepting donation of the Property, including, but not limited to extensive maintenance and preservation of the Property and specific remediation features, as well as possible non-CERCLA related claims; and

WHEREAS, the County further believes that the strong working relationship it enjoys with the EPA and the CDPHE will continue into the future, providing for significant support and assistance to the County in the event of future maintenance and/or remediation needs related to the Property; and

WHEREAS, the County has aggressively negotiated the attached Property Transfer Agreement with Sunnyside, which provides some limited further protections to the County; and

WHEREAS, the County has carefully weighed the benefits of acquiring the Property, against the potential liability and costs of ownership; and

WHEREAS, given the extremely unique opportunity to secure the significant amount of real property for the benefit of current and future generations of residents and visitors of San Juan County, and after taking reasonable steps to mitigate potential liability,

THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, STATE OF COLORADO (THE "BOARD") HEREBY RESOLVES:

1. The Property Transfer Agreement attached hereto, which includes the legal descriptions of the Property, is hereby approved and accepted, with the Board Chair Austin Lashley authorized to execute said document.
2. Pursuant to the Property Transfer Agreement, the County shall have up to an additional thirty (30) days in which to complete any further due diligence, with closing to occur (presuming acceptable diligence results) as to be scheduled. The Board Chair Austin Lashley shall be authorized to execute all other documents necessary to close the transaction, including the proposed Quitclaim Deed, which is attached to the Transfer Agreement.
3. Upon closing of the transaction, the County shall establish a property inspection program, to determine the need for any maintenance or remediation action. Said inspections shall be conducted with representatives of the EPA and CDPHE as possible.
4. The County shall follow all recommendations and requirements as set forth in the EPA and CDPHE "Comfort Letter" dated March 31, 2023, and any updates thereto.

APPROVED and ADOPTED the 24thth day of July 2024.

Pete Maisel

Attest:

Scott Fetchenhier

Ladonna L. Jaramillo
Clerk and Recorder

Austin Lashley, Chairperson

Sunnyside Mining Claims Phase I ESA Report

Jenkins, Joy <Jenkins.Joy@epa.gov>

Mon, Jul 22, 2024 at 3:16 PM

To: Anthony Edwards <anthony@sholleredwards.com>, "admin@sanjuancolorado.us" <admin@sanjuancolorado.us>

Cc: "Lindsey, William" <Lindsey.William@epa.gov>, "Sanford, Kate" <Sanford.Kate@epa.gov>, "mark.rudolph@state.co.us" <mark.rudolph@state.co.us>, "Jason.King@coag.gov" <Jason.King@coag.gov>

Anthony and Willy –

This email is to acknowledge that the Phase I Environmental Site Assessment has been completed within the 6 months prior to the planned acquisition of the Sunnyside properties by San Juan County. This email also affirms that EPA's Reasonable Steps/Comfort letter to the County dated March 2023 is still valid. I have attached the letter here. You will note the first page of the letter has our EPA site records center recording code on it demonstrating that this letter is in our official site file record.

Please let us know if you have any questions and thank you for continuing to discuss potential future plans for the land with EPA and CDPHE.

Thank you,

Joy Jenkins

Joy Jenkins, Ph.D., P.E.

Remedial Project Manager

Superfund Remedial Branch (8SEM-RB-SB)

U.S. EPA Region 8

Mobile: 720-951-0793

E-mail: jenkins.joy@epa.gov



100013148



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region8

Date: March 31, 2023

Board of County Commissioners
San Juan County, Colorado
1557 Greene Street
Silverton, Colorado 81433

Re: Properties Located in San Juan County, Colorado Described in Appendix A
Bonita Peak Mining District Superfund Site, San Juan County, Colorado

Dear San Juan Board of County Commissioners:

Thank you for contacting the U.S. Environmental Protection Agency (EPA or the Agency) on November 17, 2022, regarding San Juan County's (SJC) plans concerning the above-referenced properties (Properties), located within or near the Bonita Peak Mining District Superfund Site (BPMD Site). You requested that the EPA provide you with a Superfund comfort/status letter. In a follow-up email, on December 16, 2022, you described SJC's interest in acquiring the Properties for various purposes. SJC intends to use those Properties above tree line for recreational and park activities; those Properties within the Mayflower impoundment areas, where appropriate, for temporary parking, storage of vehicles, equipment and gravel; and those Properties at Eureka, where appropriate, for residential and camping uses.

The purpose of this comfort/status letter is to provide you with information that may be relevant to the potential Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability concerns you have identified at the Properties and summarize the relevant information available to the EPA about the Properties as of the date of this letter. We hope this information will enable you to make informed decisions as you move forward with your plans regarding the Properties.

Under CERCLA (commonly referred to as Superfund),¹ the Agency's mission is to protect human health and the environment from risks posed by exposure to contaminated or potentially contaminated land, water, and other media. A Superfund cleanup can help return properties to productive reuse. We are providing this letter consistent with the Agency's 2019 Comfort/Status letter policy.²

Property Status

Interested parties can find information on sites that are, or potentially are, contaminated and may warrant action under Superfund, including site-specific documents and fact sheets, in the Superfund

¹ 42 U.S.C. §§ 9601, *et seq.*

² See 2019 Policy on the Issuance of Superfund Comfort/Status Letters (Aug. 21, 2019), available on the Agency's website at <https://www.epa.gov/enforcement/comfortstatus-letters-guidance>.

Enterprise Management System (SEMS).³ Additional information on the BPMD Site may be found at: <https://cumulis.epa.gov/supercpad/cursites/esitinfo.cfm?id=0802497>.

This Site is recorded in SEMS and is on the National Priorities List (NPL). For the reasons stated below, we are addressing the Site under Superfund remedial authority.

History and Status of the Site

The BPMD Site was listed on the NPL on September 9, 2016. At the time of listing, the EPA identified 48 mining related source areas. While the EPA has not selected a permanent remedy for the Site, the EPA has taken, or is taking, various response actions at the Site. In addition, certain potentially responsible parties are performing removal actions pursuant to EPA oversight.

The remedy decisions to date at the BPMD Site are as follows:

1) Removal action to treat mine drainage from the Gold King Mine. Relevant documents can be found at the following links

- Action Memorandum for Non-Time-Critical Removal Action:
https://semspub.epa.gov/work/08_1834188.pdf
- Ceiling increase for the Non-Time-Critical Removal Action:
https://semspub.epa.gov/work/08_1929681.pdf

2) Removal actions taken by PRPs at the London Mine and the Ben Franklin Mine:

- 2019 Ben Franklin Mine Administrative Order on Consent:
https://semspub.epa.gov/work/08_100006724.pdf
- 2021 London Mine Administrative Order on Consent:
https://semspub.epa.gov/work/08_1978258.pdf

3) Two Interim Records of Decision:

- 2019 Interim Record of Decision addressing 26 source area:
https://semspub.epa.gov/work/08_100006405.pdf
- 2021 Interim Record of Decision for the Sitewide Repository:
https://semspub.epa.gov/work/08_100010443.pdf

In support of the 2019 Interim Record of Decision's selected remedy, San Juan County, Colorado, passed a local ordinance implementing institutional controls at Remediated Mine Waste Source Areas restricting soil disturbing activities to protect the remedy and prevent unacceptable exposure to residual contamination. A copy of the Ordinance can be found here:

https://sanjuancounty.colorado.gov/sites/sanjuancounty/files/ordinance_2020-01_environmental_remediation.pdf.

³ SEMS is available at: <https://cumulis.epa.gov/supercpad/cursites/sechsites.cfm>.

Reuse of the Property

Based on the information you provided, the EPA understands that you intend to use the Properties in various ways. SJC intends to use those Properties above tree line for recreational and park activities. SJC intends to use some portion of those Properties in the Mayflower impoundment areas for temporary parking, storage of vehicles, equipment and gravel. SJC intends to use a portion of those Properties in Eureka for residential and camping uses. To ensure the remedy remains protective of human health and the environment, any development must be compatible with the EPA and the Colorado Department of Public Health and Environment (CDPHE) cleanup actions and institutional controls designed to protect the remedy and prevent unacceptable exposure to residual contamination. As of the date of this letter, we have not identified any obvious incompatibility between your proposed use of the Properties above tree line as you have described it to us. Given that final remedies have not been selected at the Mayflower and Eureka areas and that remedial investigation work is ongoing, please continue to discuss your plans with us as they develop to ensure compatibility with future Superfund response actions.

CERCLA's Bona Fide Prospective Purchaser Liability Protection

The EPA is providing you with information regarding the bona fide prospective purchaser (BFPP) provision of CERCLA. Congress amended CERCLA in 2002 to exempt certain parties who buy contaminated or potentially contaminated properties from CERCLA liability if they qualify as BFPPs. The BFPP provision provides that a person who meets the criteria of CERCLA §§ 101(40) and 107(r)(1), and who purchases the property after January 11, 2002, will not be liable as an owner or operator under CERCLA.

A key advantage of the BFPP provision is that it is self-implementing; therefore, the Agency is not involved in determining whether a party qualifies for BFPP status. A party, on its own, can achieve and maintain status as a BFPP, which provides statutory protection from CERCLA liability, without entering into an agreement with the EPA, so long as that party meets the threshold criteria and continuing obligations identified in the statute.⁴

Based upon your representation of your situation, the BFPP provision may apply. Note that a court, rather than the EPA, ultimately determines whether a landowner has met the criteria for BFPP status. Thus, the EPA recommends that you consult with your legal counsel to assess whether you satisfy each of the statutory requirements necessary to achieve and maintain BFPP status.

Reasonable Steps

Among other criteria outlined in CERCLA, a BFPP must take "reasonable steps" to stop continuing releases, prevent threatened future releases, and prevent or limit human, environmental, or natural resources exposure to any previously-released hazardous substances as required by CERCLA § 101(40)(B)(iv). This requirement is explored further in the Common Elements Guidance.⁵

By making the BFPP Exemption subject to the obligation to take reasonable steps, the EPA believes Congress intended to protect certain landowners from CERCLA liability while at the same time

⁴ See EPA's *Enforcement Discretion Guidance Regarding Statutory Criteria for Those Who May Qualify as CERCLA Bona Fide Prospective Purchasers, Contiguous Property Owners, or Innocent Landowners* ("Common Elements Guidance") (Office of Enforcement and Compliance Assurance, July 29, 2019) available on the Agency's website at <https://www.epa.gov/enforcement/common-elements-guidance>.

⁵ *Id.*

recognizing that these landowners should act reasonably, in conjunction with other authorized parties, in protecting human health and the environment. As noted above, the Agency has taken a number of response actions at the Site and has identified several environmental concerns. Based on the information we have evaluated, we believe that the following may be reasonable steps related to the hazardous substance contamination found at the Site:

1. Provide access to the Properties at all reasonable times for purposes of site investigatory activities, performing the cleanup, groundwater and surface water monitoring, conducting five-year reviews, conducting operations and maintenance (O&M) activities, and monitoring compliance with environmental institutional controls by the EPA, CDPHE and their respective authorized representatives and contractors;⁶
2. Report any damage or disturbance to any remedial features to the EPA and CDPHE;
3. Discuss any development plans at any of the Properties before implementation with EPA and CDPHE project managers to ensure consistency with EPA response actions;
4. Refrain from impeding any response action or natural resource remediation or restoration actions on the Properties, including, but not limited to, failing to abide by environmental institutional controls;
5. Refrain from using the Properties in a manner that likely would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions being performed by the EPA or the CDPHE pursuant to CERCLA remedy decision documents;
6. Comply with any future environmental institutional controls which are adopted as part of the remedy selected by the Agency in records of decision;
7. Comply with San Juan County Ordinance 2020-01;
8. Call the EPA's regional Emergency Response Center hotline at 303-312-6312 or 1-800-227-8917 to report the discovery or release of any hazardous substances; and
9. Execute an environmental covenant or restrictive notice at the request of the EPA or CDPHE.

Any reasonable steps suggested by the EPA are based on the nature and extent of contamination currently known to the Agency and are provided as a guide to help you as you seek to reuse the Properties. Because a final determination about which steps are reasonable would be made by a court rather than the EPA, and because additional reasonable steps may later be necessary based on site conditions, this list of reasonable steps is not exhaustive. You should continue to identify reasonable steps based on your observation and judgment and take appropriate action to implement any reasonable steps whether EPA regional staff has identified any such steps.⁷

State Actions

This letter was written in consultation with CDPHE. For additional information about potential state actions and liability issues, please contact Mark Rudolph (mark.rudolph@state.co.us or (303) 692-3311).

⁶ In a Consent Decree (No. 1:18-md-02824-WJ) with the United States and CDPHE, Sunnyside Gold Corporation (SGC) agreed to provide EPA, Colorado, and their contractors with access to SGC property within the Site for the performance of response actions. In the same Consent Decree, SGC agreed that it would require any transferee of the property "to agree to comply with, and be bound by," the same access provisions. EPA understands that the access requirements from the 2022 Consent Decree will be conferred to SJC in a property transfer agreement executed between SGC and SJC.

⁷ CERCLA § 101(40)(B)(iv) provides that "The person exercises appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to (i) stop any continuing release; (ii) prevent any threatened future releases; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance."

Conclusion

The EPA remains dedicated to facilitating the cleanup and beneficial reuse of contaminated properties and hopes the information contained in this letter is useful to you. You may find it helpful to consult with your own environmental professional, legal counsel, and your state, tribal, or local environmental protection agency before taking any action to acquire, clean up, or redevelop the Properties. These consultations may help you obtain a greater level of comfort about the compatibility of the proposed use and ensure compliance with any applicable federal, state, local, and/or tribal laws or requirements. If you have any additional questions or wish to discuss this information further, please contact Joy Jenkins (jenkins.joy@epa.gov or 720-951-0793).

Sincerely,

Joy Jenkins
Remedial Project Manager

Optional: Appendix A: Property List

cc: Mark Rudolph, State Project Manager, CDPHE
Jason King, Assistant Attorney General, Colorado Attorney General's Office

Appendix A - Properties located in San Juan County

Sunnyside Gold Corporation - Property List	
Parcel/Tax ID	Claims or Sites Included in Parcel
#47730190030005	EUREKA TOWNSITE LOT 5 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190030006	EUREKA TOWNSITE LOT 6 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190050004	CASHIER LODE - MS 134 (UND 9/10 INT IN 10.5 ACRES), CENTENNIAL - MS 16635, NASBY - MS 2508, ROVING RANGER LODE - MS 151 A, TAGNER - MS 16804, WHITE STAR - MS 14368
#47730300020001	EUREKA TOWNSITE LOT 1 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020002	EUREKA TOWNSITE LOT 2 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020003	EUREKA TOWNSITE LOT 3 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47730300020004	EUREKA TOWNSITE LOT 4 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47750090050001	CASHIER - MS 442, ORIENTAL - MS 566, PRIDE OF THE ALPS - MS 572
#47750100050003	EMMA - MS 2273, LULU CARROLL - MS 873, MOTHER GOOSE - MS 17234, MOULTRIE LODE - MS 173, PAYMASTER - MS 1301, PONY - MS 2336 (UND 2/3 INT IN 8 10 ACRES)
#47750100050031	MIDNIGHT - MS 5616
#47750100050051	TAGGART - MS 2338 (UND 1/3 INT IN 7.22 ACRES)
#47750110050002	PALOS - MS 18732, PALOS #1 - MS 18732, PALOS #2 - MS 18732, SUNNYSIDE #2 - MS 20003, SUNNYSIDE EXT - MS 1180, TERRY - MS 17986, MASTODON - MS 216, NO NAME - MS 2272, CROWN JEWEL - MS 20003, DOCTOR - MS 2093 A, ESMERALDA - MS 16165, GOLD PRINCE - MS 20003
#47750110050022	FEARLESS - MS 17011
#47750130050001	MUSKEGON - MS 1394, RARUS - MS 1401, NANTUCKET - MS 6954 (UND 5/12 INT IN 10.28 ACRES), DENVER - MS 1403, ALMA - MS 1708, CHARLTON - MS 1706
#47750130050003	CLIMAX #3 - MS 19474, TIP TOP - MS 18108, TIP TIP #2 - MS 19474, TIP TOP #3 - MS 19474
#47750140050002	REPUBLIC - MS 12724, RUBY - MS 18020, SHOSHONE - MS 17201, SILVER BOW - MS 18020, SUNNYSIDE - MS 438, SUNNYSIDE ANNEX - MS 16668, THUNDERBERG - MS 1395, WEDGE - MS 18160, ANACONDA - MS 18020, BAVARIAN - MS 1396, BRIGGS - MS 8400, BUTTE CITY - MS 18020, CLIMAX - MS 12723, CLIPPER - MS 1689, HERMAN - MS 1397, HIDDEN TREASURE EXT - MS 20003, LAKE - MS 2027, LAST CHANCE - MS 17901, LITTLE MARY - MS 2038, METROPOLIS - MS 1398, PEARL - MS 5975, QUAIL - MS 20003, RAYMOND - MS 18020
#47750150050001	GEORGE WASHINGTON - MS 2028, GRAND VIEW - MS 17202, MOUNTAIN SHEEP - MS 17432, OREGON - MS 17233
#47750150050002	HONECK - MS 16200, SILVER KING - MS 1857
#47750150050011	PAYMASTER - MS 18080, WATERLOO - MS 17429
#47750160050006	EMMA #1 - MS 17538, EMMA #2 - MS 17538, SMLIGGIER - MS 1758
#47750220050003	AMA - MS 18849, BLUE HEEL - MS 18849, DOVER - MS 1690, GOLD PEAK - MS 16393, JOE - MS 18849, MILANO - MS 16393, RED - MS 18849, ROCK - MS 18849, ROSA - MS 18849, ROSSO - MS 18849, ROUENA O - MS 16393, TREASURE - MS 18849, YANKEE BOY - MS 18849
#47750230050001	BEAUBREC - MS 1709
#47750230050002	A D SEARL - MS 1714, DANEBURG - MS 1780, HILDERBRAND - MS 1707, KNICKERBOCKER - MS 1717, UNDERWOOD - MS 1719
#47750240050001	BLUCHER - MS 1400, EIGHTY NINE - MS 16997, ESTEY - MS 13189, LIZZIE NORRIS - MS 1702, GRAND - MS 2573, GRAND PRIZE - MS 1701, GREAT EASTERN - MS 1691, NEW YORK - MS 8399, WELLINGTON - MS 16997, SUNBEAM - MS 1419
#48290090010033	BEND PLACER - MS 11596, C H MILL SITE - MS 20594. FORMERLY PART OF SCHEDULE 48290090010031
#48290090010039	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL C, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W, FORMERLY PART OF ANN HARRIS PLACER - MS 11596 AND FORMER PARCEL BB, RECORDED AS RECEPTION NO. 186140, FORMERLY PART OF SCHEDULES 48290090010003 AND 48290090010036. METES AND BOUNDS OMITTED.
#48290090010041	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL E, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W FORMERLY PORTIONS OF M D THATCHER - MS 17699 AND POLAR STAR MILL SITE - MS 7608 FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032. METES AND BOUNDS OMITTED.
#48290090010042	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PACEL F, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W, FORMERLY PART OF PETER PLACER - MS 11596, AND SMALL PORTIONS OF M D THATCHER - MS 17699 AND BLM TRACT 41, FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032. METES AND BOUNDS OMITTED.
#48290090010043	BLAIR PLACER - MS 841, GOLD - MS 14012, JEANNETTE ROUX PLACER MS 11596 MINERAL RIGHTS ONLY, RIVERSIDE (PART) - MS 8801, H V B MILL SITE - MS 20594 B. FORMERLY PART OF SCHEDULE 48290090010003
#48290090010044	TRACTS 42, 43, 44, 45, AND PARCEL DD IN T41N R7W
#48290100010006	BUENA VISTA - MS 14012, M B MILLSITE - MS 20595 B, N N MILLSITE - MS 20595 B, T H W M S TRACT A - MS 20595 B, T H W M S TRACT B - MS 20595 B

From: [Jenkins, Joy](#)
To: [Anthony Edwards](#); [William Tookey](#)
Cc: mark.rudolph@state.co.us; Jason.King@coag.gov; [Lindsey, William](#); [Naftz, Douglas](#)
Subject: San Juan County Reasonable Steps/Comfort Letter
Date: Friday, March 31, 2023 4:30:00 PM
Attachments: [San Juan County Comfort Letter 3-31-2023.pdf](#)

Hi Anthony and Willy,

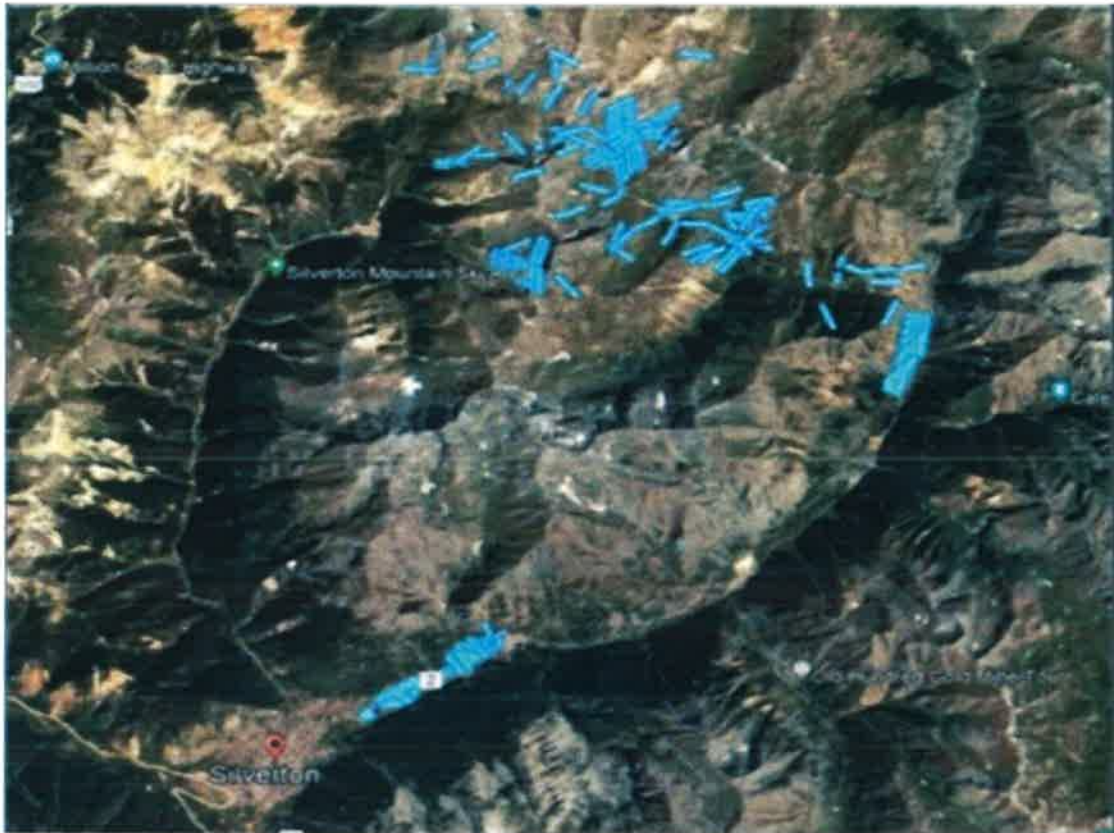
Please deliver the attached EPA Reasonable Steps/Comfort Letter to the San Juan Board of County Commissioners. Please continue communication with EPA and CDPHE on the future intended uses of the properties and we will be happy to discuss compatibility with the current or future remedies. Have a good weekend!

- Joy

Joy Jenkins, Ph.D., P.E.
Environmental Engineer
Remedial Project Manager
Superfund Remedial Branch (8SEM-RB-SB)
U.S. EPA Region 8
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E-mail: jenkins.joy@epa.gov

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

**Sunnyside Gold Corporation Mining Claim Parcels
Silverton, San Juan County, Colorado, 81433**



Prepared by

SH Environmental Consulting LLC

Arvada, Colorado 80004



July 8, 2024

William Tookey
County Administrator
San Juan County
P.O. Box 466
Silverton, Colorado, 81433

Re: Phase I Environmental Site Assessment
Sunnyside Gold Corporation Mining Claim Parcels
San Juan County, Colorado, 81433

Dear Mr Tookey,

SH Environmental Consulting, LLC performed this Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM E2247-16, Standard Practice for Environmental Site Assessment Process for Forestland or Rural Property of the Sunnyside Gold Corporation (SGC) mining claim parcels located in San Juan County, Colorado (Properties).

This Phase I ESA did not reveal evidence of Recognized Environmental Conditions (RECs) in connection with the Properties.

This Phase I ESA did not reveal evidence of Historical RECs in connection with the Properties.

This Phase I ESA revealed evidence of Controlled RECs in connection with the Properties. The Properties are located entirely in a United States Environmental Protection Agency (EPA) Superfund designated area. Accumulated mining activities in the area resulted in contamination of heavy metals and sediments that impacted the soil, groundwater, and surface water over three drainages in the watershed. Due to this contamination, the EPA listed the area as the Bonita Peak Mining District Superfund site and added it to the National Priorities List on September 9, 2016.

Environmental investigations and remedial actions have been performed to reduce or eliminate metal loading in the waterways. Based upon the San Juan County Assessor's Property and Map Search website on May 24, 2024, and interviews with the Colorado Department of Public Health and Environment, the SGC Properties have been remediated to the extent required by the regulations of the Bonita Peak Mining District Superfund. While these Properties have been remediated to the extent required by regulation for the Superfund listing, the Properties have not been remediated for unrestricted use. Therefore, the Superfund listing is considered a CREC in connection with the Properties.

According to ASTM E2600-15, based upon the absence of known or reported hazardous chemicals or volatile organic compounds released to the Properties or surrounding immediate area, a vapor encroachment condition can be ruled out.

I appreciate the opportunity to provide these services for you. Please contact me at (970) 215-5303 or at shenvironmentalcon@outlook.com if you have any questions or comments.

Sincerely,
SH Environmental Consulting, LLC



Steven B. Hoffman, P.G.
Environmental Professional

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Appendix I Historical Topographic Maps

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Project Summary

SH Environmental Consulting, LLC (SH Environmental) performed this Phase I Environmental Site Assessment (ESA) of the Sunnyside Gold Corporation (SGC) mining claim parcels located in San Juan County, Colorado (Properties) at the request of the San Juan County Board of Commissioners.

This Phase I ESA did not reveal Recognized Environmental Conditions (RECs) in connection with the Properties.

This Phase I ESA did not reveal evidence of Historical RECs (HRECs) in connection with the Properties.

This Phase I ESA revealed evidence of Controlled RECs (CRECs) in connection with the Properties. The Properties are 124 mining claims located on 31 parcels over approximately 1,202 acres that were part of active mining in the County from the 1870s until 1991. Over 400 abandoned or inactive mines are present in the area where the Properties are located. As a result of this collective mining activity, contamination from heavy metals and sediments impacted the soil, groundwater, and surface water that were dispersed over three drainages. Due to this contamination, the United States Environmental Protection Agency (EPA) listed the area as the Bonita Peak Mining District Superfund site and added it to the National Priorities List on September 9, 2016.

According to the Colorado Department of Public Health and Environment, the SGC mining claim parcels have been investigated and remediated to the extent required by the EPA. The SGC portals and adits have been secured in compliance with the Colorado Division of Reclamation, Mining and Safety regulations.

As outlined in the Consent Decree issued by the United States District Court for the District of New Mexico and filed April 29, 2022, the SGC Properties included in this ESA have been remediated to the requirements of and in compliance with EPA regulations and monetary settlements to affected stakeholders by SGC have been fulfilled.

Additional environmental assessment and remedial actions will be performed by the EPA and as required by the Intern Record of Decision (May 2019) and the Adaptive Management Site Management Plan (November 2020) to further address the following:

- Water discharge from the Terry Tunnel;
- Mayflower Mill tailings pile 4; and
- Groundwater treatment remedial investigation and feasibility study.

Pursuant to ASTM E2600-15 and based upon the absence of known or reported hazardous chemicals or volatile organic compounds released to the Properties or the surrounding immediate area, a vapor encroachment condition can be ruled out.

Report Section	No Further Action	REC	CREC	HREC	Other Environmental Considerations
3.0 USER PROVIDED INFORMATION			✓		
4.0 RECORDS REVIEW			✓		
4.3 Historical Use Information on the Subject Property			✓		
4.4 Historical Use Information on Adjacent Properties			✓		
5.0 SITE RECONNAISSANCE			✓		
6.0 INTERVIEWS			✓		

1.0 INTRODUCTION

SH Environmental Consulting, LLC was retained by the San Juan County Board of Commissioners (User), to perform a Phase I Environmental Site Assessment (ESA) of 124 mining claim parcels located on 31 parcels over approximately 1,202 acres in San Juan County, Colorado (Figures 1, 2 and 3, Appendix A). A listing of these parcels (Properties) is provided in Appendix B. It is with the understanding that these Properties are owned by the Sunnyside Gold Corporation (SGC), which would like to transfer ownership to San Juan County. The User has requested this Phase I ESA to identify potential Recognized Environmental Conditions (RECs), as defined by ASTM Standard E2247-16, in connection with the Properties and to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) (hereinafter, the “landowner liability protections,” or “LLPs”). The methods used for this ESA are in conformance with ASTM E2247-16, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property.

This ESA included personal interviews, background research of legal filings in connection with the Properties, reviewing regulatory database reports, historical aerial photographs, topographic maps, available local, state, and federal regulatory records regarding the presence of petroleum products and/or hazardous materials and reconnaissance of the Properties and adjacent properties.

Environmental Risk Information Services (ERIS) was contracted to perform a computer database search for local, state, and federal regulatory records pertaining to environmental concerns for the Properties and properties in the vicinity (see Section 4.0).

Services rendered were completed in accordance with the standard practice guidelines established in ASTM E2247-16, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, for Forestland or Rural Property and the United States Environmental Protection Agency’s Standards and Practices for All Appropriate Inquiries (AAI), 40 CFR, Part 312.

1.1 Scope of Services

The scope of services was to perform a Phase I ESA in a manner consistent with ASTM E2247-16. A Phase I ESA is intended to inspect a property with respect to petroleum products and the hazardous substances listed in CERCLA (42 U.S.C. §9601). A Phase I ESA is not intended to take place or be considered an environmental or regulatory compliance inspection.

This Phase I ESA was conducted to provide a reasonable level of investigation to identify RECs in connection with the Properties. As defined by the ASTM standard, the term "REC" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

A Controlled REC (CREC) is a REC affecting a property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls.

A Historical REC (HREC) pertains to a previous release of hazardous substances or petroleum products affecting a property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the property to any controls.

1.2 Limiting Conditions

The findings and conclusions contain all the limitations inherent in the methodologies that are referred to in ASTM E2247-16. Limitations or exceptions encountered during the completion of this ESA occurred due to the rugged mountainous terrain preventing a physical inspection of some parcels. Generally, the parcels that were not physically inspected were observed using telescopic equipment.

1.3 Deviations and Exceptions

There were no notable deviations or exceptions from the scope of work.

1.4 Significant Assumptions

There is a possibility that even with the proper application of these methodologies, there may exist on the Properties, conditions that could not be identified within the scope of the ESA, or which were not reasonably identifiable from the available information. It is believed that the information obtained from the records review and the interviews concerning the Properties is reliable. However, SH Environmental Consulting cannot and does not warrant or guarantee that the information provided by these other sources is accurate or complete. The methodologies of this ESA are not intended to produce all-inclusive or comprehensive results, but rather to provide San Juan County with information relating to the Properties.

1.5 Special Terms and Conditions

The conclusions and findings set forth in this report are strictly limited in time and scope to the date of the evaluations. The conclusions presented are based solely on the information described and not on scientific tasks or procedures beyond the scope of agreed-upon services. No subsurface exploratory drilling or sampling were performed under the scope of this work.

Some of the information provided is based upon personal interviews, and research of available documents, records, and maps held by the appropriate government and private agencies. This information is subject to the limitations of historical documentation, availability, and accuracy of pertinent records, and the personal recollections of those persons contacted.

1.6 User Reliance

The findings, opinions, and conclusions of this Phase I ESA are for the confidential and exclusive use of San Juan County, its affiliates, employees, agents, successors, and assigns. Reliance on this Phase I ESA for any use by parties other than specifically stated is prohibited without the express written consent of SH Environmental Consulting and the San Juan County Board of Commissioners.

2.0 SITE INFORMATION

2.1 General Description and Site History

The Properties are located in northeast San Juan County and consist of 31 parcels, with 124 mining claims, over approximately 1,202 acres. These parcels are located east of San Juan County Road 110 and north of San Juan County Road 2 and are owned by SGC. Site Location Maps are provided as Figures 1 and 2 and the parcels included in this ESA are illustrated on Figure 3 (Appendix A). A listing of the parcels and associated claims is provided in Appendix B.

Mining began in San Juan County in the 1870s and ended in 1991 when the Sunnyside Mine ceased operation. The Sunnyside Mine was the last significant mining operation in the Bonita Peak Mining District (BPMD) and was the largest and most productive mine in the area. The Sunnyside Mine is situated at the headwaters of Eureka Gulch near historic Lake Emma at an approximate elevation of 12,320 feet. SGC operated the Sunnyside Mine from 1985 to 1991 and acquired ownership of the Mine in 1992.

As a result of mining in the BPMD, contamination to soil, groundwater, and surface water from heavy metals and sediments were dispersed over three drainages in the watershed. Over 400 abandoned or inactive mines are present in these three drainages.

During the 1990's the EPA and the Colorado Department of Public Health and Environment (CDPHE) conducted a site assessment of the mining areas. This assessment identified severe impacts to aquatic life in the Upper Animas River and its tributaries from heavy metals. SGC and the Colorado Water Quality Control Division entered into a Consent Decree on May 8, 1996, which resolved litigation related to the State's Water Quality Control Act.

On September 9, 1996, the Bonita Peak Mining District Superfund site was added to the National Priority Pollutant List (NPL). Between 1996 and 2004, SGC installed 11 bulkheads within the Sunnyside Mine to stop the uncontrolled flow of water from the Mine. During this time period, other mine portals and adits associated with SGC were closed and safety secured in accordance with Colorado Division of Reclamation, Mining and Safety (DRMS) regulations. These closures have been inspected for compliance by representatives of the state of Colorado and the EPA.

From 2005 through 2014, SGC, EPA, the United States Bureau of Land Management, and the state of Colorado conducted remedial investigation and reclamation activities in the Upper Animas Watershed. These efforts have included diverting water runoff and capping mine waste piles, moving mine waste piles away from drainages, consolidating mine waste piles, creating sediment retention ponds, placing bulkheads in draining adits, and re-vegetating mine waste piles.

The BPMD is organized into five operable units (OUs):

- OU1: Site-wide – OU1 encompasses the entire Bonita Peak Mining District Superfund site.
- OU2: Mayflower – OU2 includes the Mayflower Tailing Ponds No. 1, No. 2, No. 3, and No. 4 and the Mayflower Mill and Tailings Study Area.
- OU3: Bonita Peak Groundwater System – OU3 generally includes the saturated and unsaturated workings of the Sunnyside Mine, associated drainage and haulage tunnels, nearby mines not known to be connected to the Sunnyside Mine workings (e.g. Red & Bonita Mine and Gold King Mine), and the surrounding geographic area that may be hydraulically connected or influenced by current and/or historical releases from or due to the management of these mines.
- OU4: Ben Franklin Mine - The Mine is located immediately below and east of the confluence of the two headwaters of Eureka Gulch.
- OU5: London Mine - Located north of Burrows Creek, a tributary to the North Fork of the Animas River.

During an inspection of the Gold King Mine outer bulkhead by EPA personnel on August 5, 2015, a release from the Mine of approximately 3 million gallons of water containing metals and sediments occurred. This discharge entered into Cement Creek which is a tributary to the Animas River. SGC entered into a Consent

Decree with the United States District Court for the District of New Mexico on May 11, 2017, for this incident.

The EPA issued a "Unilateral Administrative Order for Remedial Investigation" on March 18, 2018, for investigation of the Groundwater System identified as OU3. Under this Order, EPA performed remedial investigation and feasibility studies that identified 48 mining related source areas of contamination from historic hard rock mines, tailings, and waste rock within Mineral Creek, Cement Creek, and Upper Animas River drainages. These areas include 35 mines, seven tunnels, and four tailings impoundments. Known contaminants associated with both waste rock and water discharges from adits include arsenic, cadmium, copper, manganese, and zinc.

The EPA signed an Interim Record of Decision (IROD) for OU1 on May 20, 2019 that identified 23 source areas and two dispersed campgrounds for interim remedial actions (IRAs). These IRAs included stabilization of the mine source areas and measures to reduce contaminant loading to surface waters.

The EPA adopted an Adaptive Management Site Management Plan (AMP) for the Bonita Peak Mining District in November 2020 to provide the framework for decision making for the continuous planning, remedial implementation, and assessments to prioritize and manage environmental processes in the BPMD.

San Juan County Ordinance Number 2020-01 was adopted on December 15, 2020, for the regulation of land use within the BPMD. This ordinance establishes San Juan County with jurisdiction over Mine Waste Source Areas to control and regulate land use within unincorporated San Juan County where residual mine waste and remediation components exist, specifically the BPMD Superfund site. According to the Ordinance, the EPA and CDPHE have performed and will continue to conduct CERCLA response actions including, but not limited to, response actions selected in the IROD and possible other future CERCLA response actions, at portions of the BPMD Superfund site (collectively referred to as "CERCLA response actions").

SGC satisfied the requirements of the Consent Decree and was released of further environmental liability associated with these Properties, as filed on April 29, 2022, with the United States District Court for the District of New Mexico.

A copy of the regulatory documents is provided in Appendix C.

2.2 Property Description

San Juan County Assessor's parcel information is provided in Appendix D. A summary of the assessor's parcel numbers, acreages, and remedial status is listed below.

Parcel ID	Acreage	Ordinance 2020-1 Remedial Status
47730190030005	17.7	Remediated
47730190030006	13.8	Remediated
47730190050004	51.34	Remediated
47730300020001	41.65	Remediated
47730300020002	93.36	Remediated
47730300020003	23.84	Remediated
47730300020004	19.32	Remediated
47750090050001	25.28	Remediated
47750100050003	42.49	Remediated
47750100050031	8.0	Remediated

Parcel ID	Acreage	Ordinance 2020-1 Remedial Status
47750100050051	2.41	Remediated
47750110050002	89.17	Remediated
47750110050022	9.74	Remediated
47750130050001	43.92	Remediated
47750130050003	26.11	Remediated
47750140050002	194.92	Remediated
47750150050001	35.66	Remediated
47750150050002	17.43	Remediated
47750150050011	18.9	Remediated
47750160050006	24.26	Remediated
47750220050003	133.44	Remediated
47750230050001	10.33	Remediated
47750230050002	44.27	Remediated
47750240050001	89.19	Remediated
48290090010033	22.73	Remediated
48290090010039	32.83	Remediated
48290090010041	5.91	Remediated
48290090010042	12.66	Remediated
48290090010043	38.14	Remediated
48290090010044	10.33	Remediated
48290100010006	23.43	Remediated

2.3 Regulatory Filings

A summary of significant regulatory filings by the EPA and the states of Colorado and New Mexico on the SGC Properties is provided below. This is not a listing of all regulatory filings pertaining to the Properties. A copy of the documents is provided in Appendix C.

- May 8, 1996: Consent Decree between SGC and the Colorado Water Quality Control Division, for the resolution of litigation related to the State's Water Quality Control Act.
- September 9, 2016: The EPA lists the area as the Bonita Peak Mining District Superfund site and added it to the National Priorities List.
- November 15, 2016: State of New Mexico files Motion v. EPA, ET AL - includes SGC.
- May 11, 2017: The EPA and SGC enter into an Administrative Settlement Agreement and Order on Consent for Remedial Investigation.
- March 15, 2018: A Unilateral Administrative Order for Remedial Investigation is issued by EPA for investigation of the Groundwater System as Operable Unit 3.
- May 20, 2018: Interim Record of Decision for the BPMD Superfund Site Operable Unit 1 San Juan County, Colorado.

- September 3, 2020: Administrative Order Directing Compliance with the Request for Access to the Mayflower impoundment area.
- November 2020: Adaptive Management Site Management Plan for the BPMD San Juan County, Colorado is adopted.
- December 15, 2020: San Juan County Ordinance Number 2020-01 for the regulation of land use within the BPMD.
- December 10, 2021: Consent Decree, United States District Court for the State of Colorado, The State of Colorado Through the Colorado Natural Resources Trustees v. Sunnyside Gold Corporation.
- April 28, 2022: Consent Decree, United States District Court for the District of New Mexico, Case 1:18-md-02824-WJ, Document 1634.
- June 14, 2022: Settlement Agreement Between New Mexico and the US (re State of New Mexico v. USEPA, et al., 1:16-cv-00465) ("the New Mexico Action").

2.4 Physical Settings

Physical Setting Sources Physical setting source information is included in Appendix E

Surface Water:

During the site reconnaissance in June 2024, stormwater runoff was not observed. Based upon the local slope of the individual Properties in this mountainous terrain, runoff will occur from the higher elevations to the lower elevations and ultimately to the tributaries draining into the Animas River. A review of the National Wetlands Inventory Map published by the United States Department of the Interior, Fish and Wildlife Service, revealed the following parcels that are in a wetlands designated area:

Parcel	Designation
47730190030005	Portions of this parcel are located in a Freshwater Pond area.
47730300020001	Portions of this parcel are located in a Freshwater Pond area.
47730300020002	Portions of this parcel are located in a Freshwater Pond area.
47730300020003	Portions of this parcel are located in a Freshwater Pond area.
47730300020004	Portions of this parcel are located in a Freshwater Pond area.
47730300020005	Portions of this parcel are located in a Freshwater Pond area.
47750090050001	Portions of this parcel are located in a Freshwater Emergent Wetlands.
47750140050002	Portions of this parcel are located in Freshwater Emergent Wetlands and Freshwater Pond areas.
47750150050001	Portions of this parcel are located in a Freshwater Pond area.
47750150050002	Portions of this parcel are located in a Freshwater Pond area.
47750230050001	Portions of this parcel are located in a Freshwater Pond area.
47750240050001	Portions of this parcel are located in Freshwater Emergent Wetlands and Freshwater Pond areas.
48290090010033	Portions of this parcel are located in a Freshwater Pond area.
48290090010039	Portions of this parcel are located in a Freshwater Pond area.
48290090010041	Portions of this parcel are located in a Freshwater Pond area.

Parcel	Designation
48290090010043	Portions of this parcel are located in Freshwater Emergent Wetlands and Freshwater Pond areas.
48290090010044	Portions of this parcel are located in a Freshwater Pond area.

Geology:

The San Juan Mountain Range consists of geologic units that range in age from Precambrian crystalline rocks to late Cenozoic deposits of the San Juan volcanic field. The San Juan Mountains were created during tectonic building as two continental plates came together that pushed mountain peaks to over 14,000 feet in elevation. These tectonics resulted in volcanic activity with magma that produced rich veins of gold and silver deposits. During numerous periods of volcanic activity, andesitic lava and ash filled the valleys and fissures. After the eruptions ended, the pools of subsurface magma shrank, creating calderas and valleys. The mountain sides and valleys were then cut by glaciers during the Eocene and the three glaciation periods in the Quaternary Period. The current topography is the erosional remnant of the Oligocene-age San Juan volcanic field cut by glaciers.

Surficial Soils:

The soils over the Properties include multiple units that are indicative of mountainous terrain. These soils include the Cryorthents-Rubble land complex consisting of well drained colluvium and slope alluvium derived from rhyolite with 30 percent to 75 percent slopes. Other soils include the Whitecross stony-rock outcrop complex units derived from volcanic rock and ash consisting of very stony sandy loam to extremely gravelly sandy loam and rubble consisting of fragmental materials with slopes between 15 percent to 75 percent.

Hydrology:

The Properties are in the Dolores/San Juan River Basin that covers an approximate area of 10,169 square miles. The headwaters of both the San Juan and Dolores Rivers begin in the San Juan Mountains at an elevation between 13,000 feet and 14,000 feet, according to the Colorado Water Conservation Board (CWCB) and the Colorado Department of Water Resources (DWR). The San Juan River originates north of Pagosa Springs and flows southwest to an elevation of 4,800 feet before entering New Mexico, and then into Utah where it joins the Colorado River. The Dolores River is located north of the San Juan River and south of the Town of Telluride and flows southwest to McPhee Reservoir. The river then flows northwest to an elevation of 4,100 feet as it enters Utah where it joins the Colorado River.

Major tributaries to the San Juan River include the Navajo, Piedra, Los Pinos, Animas, Florida, La Plata, Rio Blanco, and Mancos Rivers, and McElmo Creek. Major tributaries to the Dolores River include the West Fork of the Dolores, the San Miguel Rivers, Lost Canyon, Disappointment, and West Paradox Creeks. Major reservoirs in the Dolores/San Juan Basin include the McPhee, Vallecito, Lemon, Cascade, Groundhog, and Narraquinnep Reservoirs.

Groundwater flow and depth under the Properties is highly variable due to the mountainous terrain. Groundwater flow and depth is influenced by subterrain pressures and bedrock fractures. Groundwater flows through the bedrock in these fractures.

Flood Zones:

Flood zone maps have not been created for this area.

PSR Radon

Area	Description
Federal EPA Radon Zone for OURAY County	Zone 1: Counties with predicted average indoor radon screening levels greater than 4 pCi/L
Federal EPA Radon Zone for SAN JUAN County	Zone 2: Counties with predicted average indoor radon screening levels from 2 to 4 pCi/L

Other:

According to the ERIS Physical Setting Report dated May 24, 2024, No oil or gas wells have been constructed or permitted on the Properties or within a ½ mile radius. There are no oil or gas pit locations on the Properties or within ½ mile radius.

According to the ERIS Physical Setting Report, the Water Wells Permit Database lists 131 registered water wells constructed or permitted on either the Properties or within a ½ mile radius of the Properties. The United States Geological Society has 59 monitoring wells registered on or within ½ mile radius of the Properties.

2.5 Current Uses of Adjoining Properties

Direction from Subject Property	Current Use
North	Undeveloped mountainous terrain with remnants of former mining activities.
East	Undeveloped mountainous terrain with remnants of former mining activities.
South	Undeveloped mountainous terrain with remnants of former mining activities. San Juan County Road 2 running east and west along the Animas River to Silverton.
West	Undeveloped mountainous terrain with remnants of former mining activities. San Juan County Road 110 running north and south.

The Properties are located within the Bonita Peak Mining District Superfund site and the surrounding properties are part of the Superfund listings. Therefore, observations of the adjoining properties revealed evidence of former mining activities and remedial efforts to stabilize and reclaim the former mining parcels.

3.0 USER PROVIDED INFORMATION

SH Environmental requested that a representative of the purchaser complete the User Questionnaire (Appendix F). On behalf of San Juan County, Anthony Edwards completed the questionnaire on June 28, 2024 (User). The results of the questionnaire are summarized below:

User Provided Information	Issue Identified (Y/N)	Comments
Environmental Liens, Activity, or Use Limitations		The area reviewed is included in a CERCLA designated site on the National Priority Listing. In addition, San Juan County is aware the property is subject to environmental covenants. In regards to local law, the property is subject to institutional controls.
Engineered Controls	Yes	San Juan County is aware of use limitations set forth in the institutional controls, land use restrictions and covenants required for the property within designated Superfund Sites.
Specialized Knowledge of the User	No	
Valuation Reduction for Environmental Issues	No	
Commonly Known or Reasonably Ascertainable Information	Yes	San Juan County is aware of the documentation, research and sampling the Animas River Stakeholders, the State of Colorado, USGS, the Owner and EPA have gathered and/or prepared over the decades.
Obvious Indicators of Environmental Impact	Yes	Some areas within the property boundaries include the remnants of historic mining activity. In regards to the tailings ponds (1-4) those areas contain waste rock and other contamination based on historic activity.

3.1 Additional Information

Fire insurance maps were not created for this area.

4.0 RECORDS REVIEW

Regulatory database information from federal, state, and local environmental record sources was provided by ERIS. The purpose of the records review was to identify potential RECs in connection with the Properties.

Results of the database search in the ERIS Database Report found 183 listings (145 facilities) for the Properties and surrounding properties. Those identified listings are further discussed below within the applicable subsections. A copy of the database report dated May 28, 2024, is provided in Appendix G.

4.1 Regulatory Report Summary

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
BROWNFIELDS	BROWNFIELD	Brownfield Sites	Lackawanna Mill Site	468 County Road 20 Silverton CO 81433	N		Not considered a REC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
CERCLIS	CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS	MOGUL/GRAND MOGUL MINE(S)	CEMENT CREEK SILVERTON CO 81433	N	Site EPA ID: CON000802803	Not considered a REC in connection with the Properties
CERCLIS	CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS	RED AND BONITA MINE	COUNTY ROAD 52 SILVERTON CO 81433	N	Site EPA ID: CON000802811	Not considered a REC in connection with the Properties
SHWS	CERCLIS EQUIV	Superfund Sites	Bonita Peak Mining District	Multiple sources near Animas River headwaters UNINCORPORATED UNINCORPORATED CO	Y		Considered a CREC in connection with the Properties
SHWS	CERCLIS EQUIV	Superfund Sites	Bonita Peak Mining District	CO	Y		Considered a CREC in connection with the Properties
FED INST	CONTROLS	Federal Institutional Controls- ICs	BONITA PEAK MINING DISTRICT	Multiple sources near Animas River headwaters UNINCORPORATED CO 81433	Y	EPA ID: CON000802497	Considered a CREC in connection with the Properties
FED ENG	CONTROLS	Federal Engineering Controls-ECs	BONITA PEAK MINING DISTRICT	Multiple sources near Animas River headwaters UNINCORPORATED CO 81433	Y	EPA ID: CON000802497	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119165	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BLACK HAWK ET AL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107815	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	AZTEC	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167745	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BARNES TUN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10265002	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	TERRY TUNNEL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191718	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	BEN FRANKLIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018672	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BEN FRANKLIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143362	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SUNNYSIDE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167210	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LEAD CARBONATE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018661	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GRIVITZA, MOUNTAIN EAGLE, NORMAN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108456	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD KING	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018670	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10288829	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GEORGE WASHINGTON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264377	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GEORGE WASHINGTON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018671	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107848	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	NATALIE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143070	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10289291	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	MINNEHAHA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143192	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GRIVITZA, MOUNTAIN EAGLE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143319	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	KITTIMAC MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018545	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER BAY MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10009691	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BLACK HAWK, OCCIDENTAL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107859	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BLACK HAWK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018662	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MINNEHAHA MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107856	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MINNEHAHA MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018663	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	TREASURE MTN. GOLD MINING CO.	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108249	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	PRIDE OF BONITA GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018647	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BURROWS - LITTLE IOLA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108450	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD PRINCE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10289152	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	NO NAME	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167197	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LEAD CARBONATE MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264986	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BLACK HAWK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10265018	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MIDWAY	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167630	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BENITOITE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119446	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BELLE CREOLE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264607	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167148	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MOCKING BIRD	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167595	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	WASHINGTON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10216227	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	HIDDEN TREASURE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108457	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	HIDDEN TREASURE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240501	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018674	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	BLACK HAWK MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119261	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MONTEZUMA NO. 1 AND PLAIN STREAK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018648	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MAGNOLIA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018507	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	NATALIE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10016737	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER LEDGE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108454	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ROSS BASIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10289028	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MASTODON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018673	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MASTODON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118758	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240592	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018675	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD PRINCE, MASTEDON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10009757	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107900	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	GOLD PRINCE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10281398	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LEAD CARBONATE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240085	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN LEAD ZINC GR	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10142879	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	PRIDE OF BONITA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10107846	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EAGLE MOUNTAIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10009762	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ROSE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108299	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD KING	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167198	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD KING	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10215736	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER WING PROPERTY	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018649	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	RANSOME LODGE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10009487	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	INDEPENDENCE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264760	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ADELPHIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167141	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	SOUND DEMOCRAT	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018556	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SOUND DEMOCRAT	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143010	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GLADSTONE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10142997	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	PLAIN STREAK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191688	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	RED AND BONITA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018669	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BISMARCK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018668	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER LEDGE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119122	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MONTEZUMA #1	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143533	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER QUEEN LEAD ZINC GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108298	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10215720	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	RED & BONITA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264483	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BIG COLORADO	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240500	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	ADAMS	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108455	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EARLY BIRD	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017829	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ADAMS LODGE - BISMARCK	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119011	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10216117	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MOUNTAIN QUEEN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119275	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	STANDARD MILL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240259	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	AMERICAN TUNNEL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10265079	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	PRIDE OF BONITA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143474	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118706	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD KING MILL PLACER	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018664	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	PITTSBURGH	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191550	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BIG COLORADO	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018659	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	GOLD THREAD	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018660	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BLACK DIAMOND	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017770	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EZRA R	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119212	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	GOLD KING	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017775	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MOGUL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118864	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EVENING STAR	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167415	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EVENING STAR	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017769	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	QUEEN ANNE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017771	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	COLUMBIA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017776	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	COLUMBIA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264880	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	CUSTER	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10289358	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	CUSTER	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017768	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	QUEEN ANNE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10142939	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	INDIAN CHIEF	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119458	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119404	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10158833	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	COMO CONSOLIDATED	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191907	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ENDLESS CHAIN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167378	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	AUBURN GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167186	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ROLLO	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10216484	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ROLLO	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10091010	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191938	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	DAKOTA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018599	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER CHORD	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240212	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	BELCHER	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018641	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BELCHER TUN NO.1	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191916	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BONANZA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240027	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BONANZA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10016736	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10215850	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SEVEN-THIRTY	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017789	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	RED ROGERS	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143492	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	RED ROGERS	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017774	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264862	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVER CLOUD	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018642	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	HESPERIAN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10216263	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SERRANO	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143330	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	PICKET	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118789	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10216002	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	BURROWS	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018643	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	EVENING STAR	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167581	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LITTLE IDA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10119036	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	CALEDONIAN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10017777	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ACAPULCA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10167815	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ACAPULCA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018637	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ALASKA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108449	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	VALLEY FORGE MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10288746	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	OCCIDENT TUN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10192209	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	STAR OF THE WEST	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10264573	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10192286	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10191931	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ALASKA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10288721	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SAXON	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018639	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MAXWELL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118765	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10288905	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143041	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	MAYFLOWER MILL	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10288826	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10289254	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	VALLEY FORGE GROUP	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018502	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ASPEN MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10215928	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	ASPEN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108415	Considered a CREC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10240506	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10281162	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LACKAWANNA MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108414	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LACKAWANNA MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10118703	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	SILVERTON RESERVOIR BOG IRON DEPOSIT	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018500	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	DORA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10143211	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	LITTLE DORA	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10018497	Considered a CREC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	CORNING WONDER MINE	SAN JUAN COUNTY SILVERTON CO 81433	Y	Dep ID: 10108413	Considered a CREC in connection with the Properties
SMCRA	MINE	Surface Mining Control and Reclamation Act Sites	OURAY COUNTY - COAL - CO-WIDE	Ouray County CO	N	AMLIS Key: CO004698	Not considered a REC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	OURAY COUNTY OURAY CO 81427	N	Dep ID: 10143374	Not considered a REC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	VERNON MINE	OURAY COUNTY OURAY CO 81427	N	Dep ID: 10215673	Not considered a REC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
MRDS	MINE	Mineral Resource Data System	UNKNOWN	OURAY COUNTY OURAY CO 81427	N	Dep ID: 10287962	Not considered a REC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	OURAY COUNTY OURAY CO 81427	N	Dep ID: 10118530	Not considered a REC in connection with the Properties
MRDS	MINE	Mineral Resource Data System	UNKNOWN	OURAY COUNTY OURAY CO 81427	N	Dep ID: 10143073	Not considered a REC in connection with the Properties
SEMS	NPL	SEMS List 8R Active Site Inventory	RED AND BONITA MINE	COUNTY ROAD 52 SILVERTON CO 81433	N	EPA ID: CON000802811	Not considered a REC in connection with the Properties
NPL	NPL	National Priority List	BONITA PEAK MINING DISTRICT	Multiple sources near Animas River headwaters UNINCORPORATED CO 81433	Y	EPA ID: CON000802497	Considered a CREC in connection with the Properties
SEMS	NPL	SEMS List 8R Active Site Inventory	BONITA PEAK MINING DISTRICT	Multiple sources near Animas River headwaters UNINCORPORATED CO 81433	Y	EPA ID: CON000802497	Considered a CREC in connection with the Properties
SEMS	NPL	SEMS List 8R Active Site Inventory	MOGUL/GRAND MOGUL MINE(S)	CEMENT CREEK APPROX 11400 FT ELEVATION SILVERTON CO 81433	N	EPA ID: CON000802803	Not considered a REC in connection with the Properties
SUPERFUND ROD	NPL	Superfund Decision Documents	BONITA PEAK MINING DISTRICT	Multiple sources near Animas River headwaters UNINCORPORATED CO 8143	Y		Considered a CREC in connection with the Properties
SUPERFUND NRD	NPL EQUIV	Superfund National Priorities List and Natural Resource Damages sites	Bonita Peak Mining District/ BPM	CO	Y		Considered a CREC in connection with the Properties
SUPERFUND NRD	NPL EQUIV	Superfund National Priorities List and Natural Resource Damages sites	IDARADO MINE	CO	N		Not considered a REC in connection with the Properties
PFAS IND	PFAS	PFAS Industry Sectors	ALTA GOLD CO (SUNNYSIDE MINE)	SILVERTON CO	N		Not considered a REC in connection with the Properties

Database	ASTM Type	Name	Company Site Name	Address	On Site	Facility Status	Comments
PFAS IND	PFAS	PFAS Industry Sectors	SUNNYSIDE GOLD CORP MAYFLOWER	SILVERTON CO	N		Not considered a REC in connection with the Properties
RCRA NON GEN	RCRA GEN	RCRA Non-Generators	ALTA GOLD CO (SUNNYSIDE MINE)	7 MI N ON HWY 110 SILVERTON CO 81433	N	EPA Handler ID: COD000716662	Not considered a REC in connection with the Properties
FINDS/FRS	SITE	Facility Registry Service/Facility Index	BONITA PEAK MINING DISTRICT	MULTIPLE SOURCES NEAR ANIMAS RIVER HEADWATERS UNINCORPORATED CO 81433	Y	Registry ID: 110070058573	Considered a CREC in connection with the Properties
SWF/LF	SWFLF	Solid Waste Facilities and Landfills	CLOSED SILVERTON LANDFILL	APPROXIMATELY 1 MILE EAST OF TOWN SILVERTON CO 81520	Y		Considered a CREC in connection with the Properties
SWF/LF	SWFLF	Solid Waste Facilities and Landfills	NEW SILVERTON TRANSFER STATION	Silverton CO 81433	N		Not considered a REC in connection with the Properties

4.2 Historical Resources Reviewed

Historical sources were obtained from ERIS, including oil and gas wells (Physical Settings Report - Appendix E), agency records (Database Report - Appendix G), aerial photographs (Aerial Photographs - Appendix H), topographic maps (Historical Topographic Maps - Appendix I), for the Properties and vicinity. Copies of these historical sources are provided in the identified appendices.

Historical Resource	Years Reviewed
Aerial Photographs	1945, 1951, 1960, 1972, 1975, 1986, 1998, 2005, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023
Historical Topographic Maps	1897, 1901, 1902, 1955, 1972, 1975, 2001, 2013, 2016, 2019
Colorado Division of Oil and Public Safety	Up to June 2024
Colorado Department of Public Health and Environment	Up to June 2024
US Environmental Protection Agency	Up to June 2024

4.3 Historical Use Information on the Subject Property

Historical Summary Table

Dates	Issue Identified?	Uses	Source(s)
1897	No	Mines and building structures are present. Early roadways and railroad tracks extending east along the Animas River from Silverton to Arrastre Creek are visible. Eureka townsite is present.	Topographic Maps
1901,1902	No	Mines, building structures, and roadways are present. The Silverton and Northern Railroad tracks extend past Arrastre Creek to the Eureka Townsite.	Topographic Maps
1945, 1951, 1955	No	Mines, building structures, and roadways are present. The Silverton and Northern Railroad tracks are gone. The Eureka townsite is gone. The Mayflower Mill tailings ponds are present.	Aerial Photographs Topographic Maps
1960, 1972, 1975	No	Mines and roadways are present and the road along Animas River is visible. San Juan County Road 2 crossing the southern Properties is further developed.	Aerial Photographs Topographic Maps
1986, 1998	No	Significant development of the Mayflower Mill tailing ponds. Fewer mining claims are apparent.	Aerial Photographs Topographic Maps
2001, 2003, 2005, 2009, 2011, 2013, 2015, 2016, 2017, 2019, 2021, 2022, 2024	No	The Properties appear relatively unchanged. Fewer mine symbols are illustrated on the topographic maps. Mining activities appear to be nonexistent.	Aerial Photographs Topographic Maps On-site Observations

4.4 Historical Use Information on Adjacent Properties

Historical Summary North Adjacent Property

Dates	Issue Identified?	Uses	Source(s)
1897, 1901, 1902	No	Sunnyside Mine and Sunnyside Mill are present. Few mines, building structures, and roadways are visible.	Topographic Maps
1945, 1951, 1955, 1960, 1972, 1975	No	Increased mining activity.	Aerial Photographs Topographic Maps
1986, 1998	No	Mining activity appears stagnant.	Aerial Photographs Topographic Maps
2013, 2015, 2016, 2017, 2019, 2021, 2022, 2024	No	Mining activities appear to be nonexistent. Properties are undeveloped mountain terrain. The Eureka Campground is present in the former townsite.	Aerial Photographs Topographic Maps Onsite Observations

Historical East Adjacent Property

Dates	Issue Identified?	Uses	Source(s)
1987, 1901, 1902	No	Few mines and building structures are present. Early roadways and the Eureka townsite is visible. Midway Mill located approximately one-mile east of Eureka is present.	Topographic Maps
1945, 1951, 1955, 1960, 1972, 1975	No	Increased mining activity. Eureka townsite and Midway Mill are gone.	Aerial Photographs Topographic Maps
1986, 1998	No	Mining activity appears stagnant.	Aerial Photographs Topographic Maps
2013, 2015, 2016, 2017, 2019, 2021, 2022, 2024	No	Mining activities appear to be nonexistent. Properties are undeveloped mountain terrain. The Eureka Campground is present in the former townsite. Mining activity is nonexistent.	Aerial Photographs Topographic Maps Onsite Observations

Historical South Adjacent Property

Dates	Issue Identified?	Uses	Source(s)
1897, 1901, 1902	No	Few mines and building structures are present. Early roadways and railroad tracks extending east along the Animas River from Silverton to Arrastre Creek are visible.	Topographic Maps
1945, 1951	No	Little mining activity and development.	Aerial Photographs Topographic Maps
1955	No	An airstrip and a powerplant are present above and to the east of the town of Silverton.	Aerial Photographs Topographic Maps
1960, 1972, 1975, 1986, 1998, 2013, 2015, 2016, 2017, 2019, 2021, 2022, 2024	No	Little to no development occurred during this time and the area remains relatively unchanged as undeveloped mountainous terrain.	Aerial Photographs Topographic Maps Onsite Observations

Historical West Adjacent Property

Dates	Issue Identified?	Uses	Source(s)
1897, 1901, 1902	No	Town of Silverton, a few mines and building structures are present. Early roadways are apparent.	Topographic Maps
1945, 1951, 1955, 1960, 1972, 1975	No	Increased mining activity.	Aerial Photographs Topographic Maps
1986, 1998	No	Mining activity appears stagnant and the area remains relatively unchanged.	Aerial Photographs Topographic Maps

Dates	Issue Identified?	Uses	Source(s)
2013, 2015, 2016, 2017, 2019, 2021, 2022, 2024	No	Mining activities appear to be nonexistent. Properties are undeveloped mountain terrain.	Aerial Photographs Topographic Maps Onsite Observations

4.5 Data Gaps/Data Failure

Based on the definition presented in ASTM E2247-16, data failure occurs when all the standard historical sources that are reasonably-ascertainable and likely to be useful have been reviewed and the historical use of the Property has not been documented back to the Property's first developed use, or 1940, whichever is earlier. When data failure occurs, ASTM E2247-16 requires the Environmental Professional to document the data failure and assess the potential impact on the ability of the Environmental Professional to identify RECs.

SH Environmental Consulting obtained historical use data of the Properties in accordance with ASTM E2247-16 and therefore no related data failure was identified.

No data gaps occurred during the performance of this ESA. This ESA was completed in accordance with ASTM E2247-16.

5.0 SITE RECONNAISSANCE

Issue	Subject Property	Adjacent Properties
Hazardous Substances and Petroleum Products	No	No
Underground Storage Tanks	No	No
Aboveground Storage Tanks	No	No
Odors	No	No
Pools of Liquid	No	No
Unidentified Substances	No	No
Drums	No	No
On-Site Chemicals	No	No
Hydraulic Oil	No	No
Polychlorinated Biphenyl's (PCBs)	No	No
Pits, Ponds, or Lagoons	Yes	Yes
Stained Soil or Pavement	No	No
Stains or Corrosion	No	No
Stressed Vegetation	No	No
Soil Waste	No	No
Transformers	No	Yes
Wastewater	Yes	Yes

Issue	Subject Property	Adjacent Properties
Wells	Yes	Yes
Septic System	No	No
Drains and Sumps	No	No

Steve Hoffman, P.G. and Shelly Hoover, P.E. conducted the site reconnaissance from June 10 - 12, 2024, to assess for the possible presence of petroleum products and hazardous materials at the Properties. Prior to performing the field inspections, personnel met with Mr. William Tookey, County Administrator for San Juan County to discuss aspects of the Properties. The weather at the time of site reconnaissance was clear and approximately 70 degrees Fahrenheit. Photographs from the site reconnaissance are provided in Appendix J.

Many of the properties included in this ESA were inspected in October 2022 during the Phase I ESA conducted by Iron Woman Construction and Environmental Services. This inspection included several properties that were not accessible during the current ESA. Photographic documentation from the 2022 site reconnaissance is included in Appendix J.

Personnel drove, walked, and observed the Properties and the surrounding properties. Many of the Properties were discovery diggings where, in order to establish a mining claim, the property was developed with shallow digging. Other Properties that had been mined for ore appeared to be remediated by relocation and stabilization of the mine tailings. Engineered water collection and settlement ponds were constructed in areas where mine water was discharging. There are areas of scattered debris from former mining and historical development activities. Remnants are present on Parcel 47750140050002 of the former boiler house used in the operation of the tramway, wood and metal debris, concrete tramway foundation, and a powder magazine cut into the mountain side that was used for the storage of explosives during active mining. Due to the inaccessibility of some of the parcels, physical inspections were not possible. However, these parcels were observed for meaningful mine workings using telescopic visualizations.

6.0 INTERVIEWS

Interviews conducted in 2022 are reproduced below, along with follow-up interviews in June 2024 and July 2024.

Title	Name	Comments
Vice President, Kinross Gold USA-Owner/ Occupant	Dennis McHarness	<p>October 6, 2022: SGC operated the Sunnyside Mine and Properties of this ESA from 1985 to 1991 and acquired ownership in 1992. All mining operations ceased in 1991. SGC entered into a Consent Decree with the CWQCD in 1996 and the EPA in August 2015. Since this time, remedial investigations and corrective actions have been completed. SGC was released from environmental responsibility by the EPA in April 2022.</p> <p>Mr. McHarness provided Acreage Reduction Approval letters issued by the Colorado Division of Minerals and Geology, Permit to Discharge termination letters issued by the CDPHE, and Financial and Performance Warranty Release Approvals issued by the Colorado Division of Mining and Safety. These documents are provided in Appendix K.</p> <p>July 3, 2024: Mr. McHarness said that there have not been any new documents or changes to the status of the SGC claims since being last interviewed in October 2022.</p>

Title	Name	Comments
San Juan County Liaison-User	Anthony Edwards	<p>October 21, 2022: Mr. Edwards has been the liaison for San Juan County since August 2015. He is familiar with legal and environmental issues associated with the BPMD. Mr. Edwards completed the User Questionnaire on behalf of San Juan County.</p> <p>June 12, 2024: Mr. Edwards was not aware of any changes occurring in connection with the Properties since being last interviewed in October 2022.</p>
Colorado Department of Public Health and Environment	Mark Rudolph	<p>October 13, 26, 2022: The SGC mining parcels have been investigated and remediated to the satisfaction of the EPA. The SGC portals and adits have been closed or safety secured in accordance with the Colorado Division of Reclamation, Mining and Safety regulations. Active and pending remediation is on-going at the Terry Tunnel and the Mayflower Mill tailings ponds. The EPA and CDPHE are working on a remedial investigation and feasibility study for management of the groundwater. Activity on these area will be on-going for over 10 years. SGC was release of environmental liability in 2022 on these Properties. He has not observed fuel storage tanks or other potential hazardous conditions on the SGC Properties.</p> <p>June 5, 2024: No changes have occurred to the Properties since the last interview in October 2022.</p>

7.0 EVALUATION

SH Environmental Consulting has performed this Phase I ESA in conformance with the scope and limitations of ASTM Standard Practice E2247-16 of the mining claim properties owned by SGC and located in San Juan County, Colorado.

Based on aerial photographs, topographic maps, regulatory agency records, the San Juan County Assessor, personal interviews, and onsite observations, this Phase I ESA revealed that the Properties are located entirely in an EPA Superfund designated area. Mining began in San Juan County in the 1870s and ended in 1991, when the last producing mine ceased production. These accumulated mining activities resulted in contamination of heavy metals and sediments that impacted the soil, groundwater, and surface water over three drainages in the watershed. Over 400 abandoned or inactive mines are present in these three drainages. Due to this contamination, the EPA listed the area as the Bonita Peak Mining District Superfund site and added it to the National Priorities List on September 9, 2016.

Environmental investigations and remedial actions have been performed by SGC and the EPA to reduce or eliminate loading to the waterways by metals from mine disturbance sediments. Based upon the San Juan County Assessor's Property and Map Search website on October 20, 2022, and May 24, 2024, and interviews with the CDPHE, the SGC Properties have been remediated to the extent required by the regulations of the Bonita Peak Mining District Superfund. While these Properties have been remediated to the extent required by regulation for the Superfund listing, the Properties have not been remediated for unrestricted use. Therefore, the Superfund listing is considered a CREC in connection with the Properties.

This Phase I ESA did not reveal evidence of RECs in connection with the Properties. Water drainage from Terry Tunnel, the Mayflower Mill Tailing ponds, and groundwater impacted with metals are environmental concerns in connection with the Properties that are being addressed by the EPA.

This Phase I ESA did not reveal evidence of HRECs in connection with the Properties. While regulatory closures were issued on the Properties, these closures are based upon the Superfund regulatory requirements and not for unrestricted use.

According to ASTM E2600-15 and based upon the absence of known or reported hazardous chemicals or volatile organic compounds released to the Properties or immediate surrounding area, a vapor encroachment condition can be ruled out.

8.0 ENVIRONMENTAL PROFESSIONAL'S STATEMENT

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR Part 312. I have the specific qualifications based on education, training, and experience to assess a property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. Qualifications for the Environmental Professional are included in Appendix L.



Steven B. Hoffman, P.G.
Environmental Professional

9.0 REFERENCES

American Society for Testing and Materials (ASTM), Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property, ASTM Designation: E2247-16.

ASTM, Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, ASTM Designation: E2600-15.

Aerial Photographs: 1945, 1951, 1960, 1972, 1975, 1986, 1998, 2005, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023.

Colorado Department of Public Health and Environment: Online records review, June 18, 2024.

Colorado Division of Water Resources: Online well permit search, June 18, 2024.

Colorado Department of Labor and Employment-Division of Oil and Public Safety: Online records search, June 18, 2024.

ERIS, 2520 South Interstate Highway 35, Suite 200 Austin, Texas, (512) 823-0217: Database Report dated, May 28, 2024.

ERIS, 2520 South Interstate Highway 35, Suite 200 Austin, Texas, (512) 823-0217: Physical Settings Maps, Oil and Gas Report, Water Well Report, May 24, 2024.

Iron Woman Construction and Environmental Services, Phase I ESA, December 20, 2022.

San Juan County Board of Commissioners: Ordinance No. 2020-01, December 15, 2020.

San Juan County Assessors: Property and Map Search, October 2022.

United States District Court for the District of New Mexico: Consent Decree, August 5, 2015.

United States District Court for the District of New Mexico: Consent Decree, April 29, 2022.

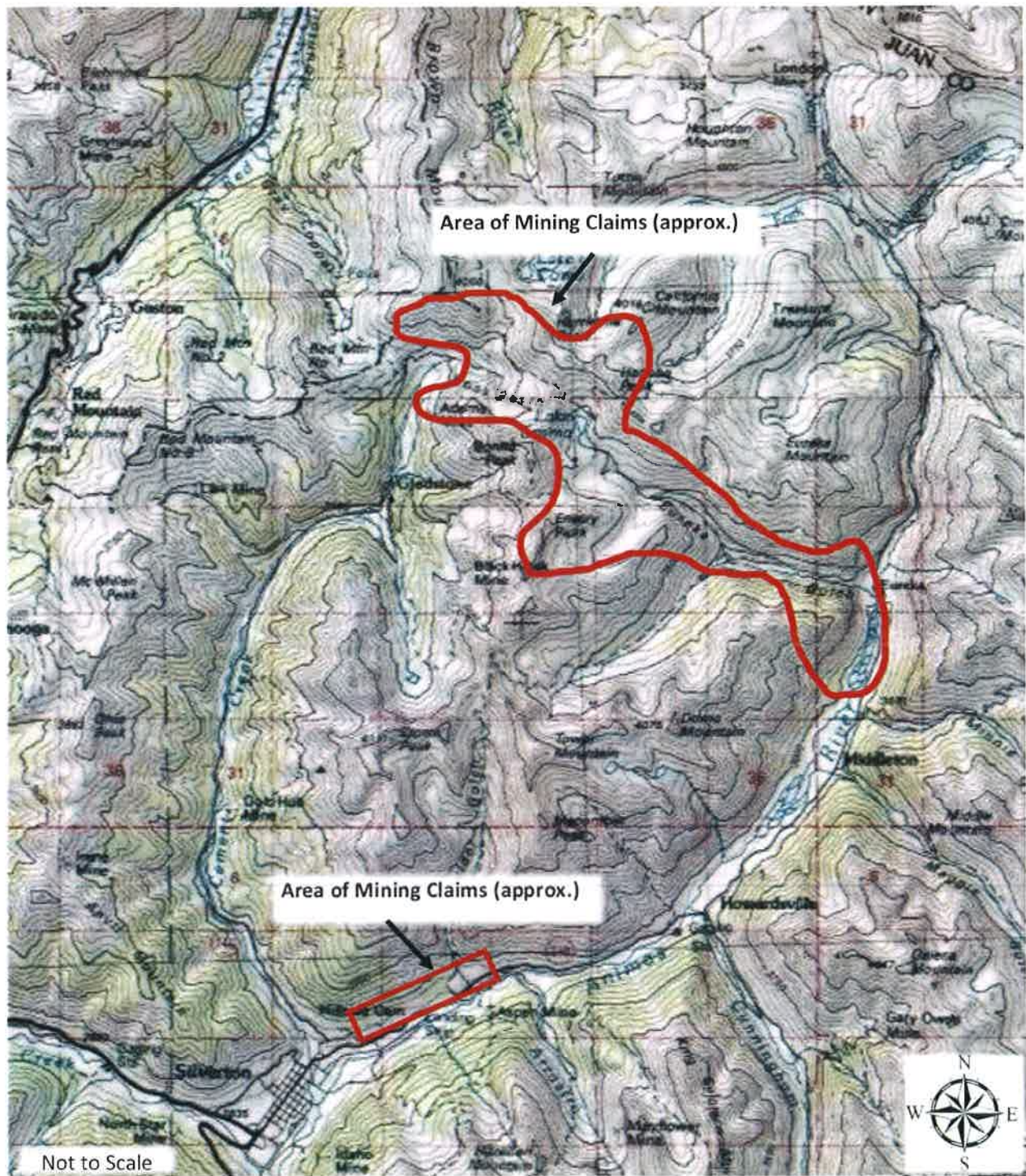
United States Environmental Protection Agency (EPA):

- Unilateral Administrative Order for Remedial Investigation, March 15, 2010.
- Interim Record of Decision, Bonita Peak Mining District Superfund Operable Unit 1, May 20, 2019.
- Adaptive Management Site Management Plan for the Bonita Peak Mining District, November 2020.

United States Geological Survey 7.5 & 15 Minute Series Topographic Maps;

- Silverton, CO 1897, 1901, 1902, 1955, 1972, 1975, 2001, 2013, 2016, 2019.
- Handies Peak, CO, Ironton, CO, Howardsville, CO 1955, 1972, 1975, 2001, 2013, 2016, 2019.

Appendix A, Figure 1
Site Location/Topographic Map

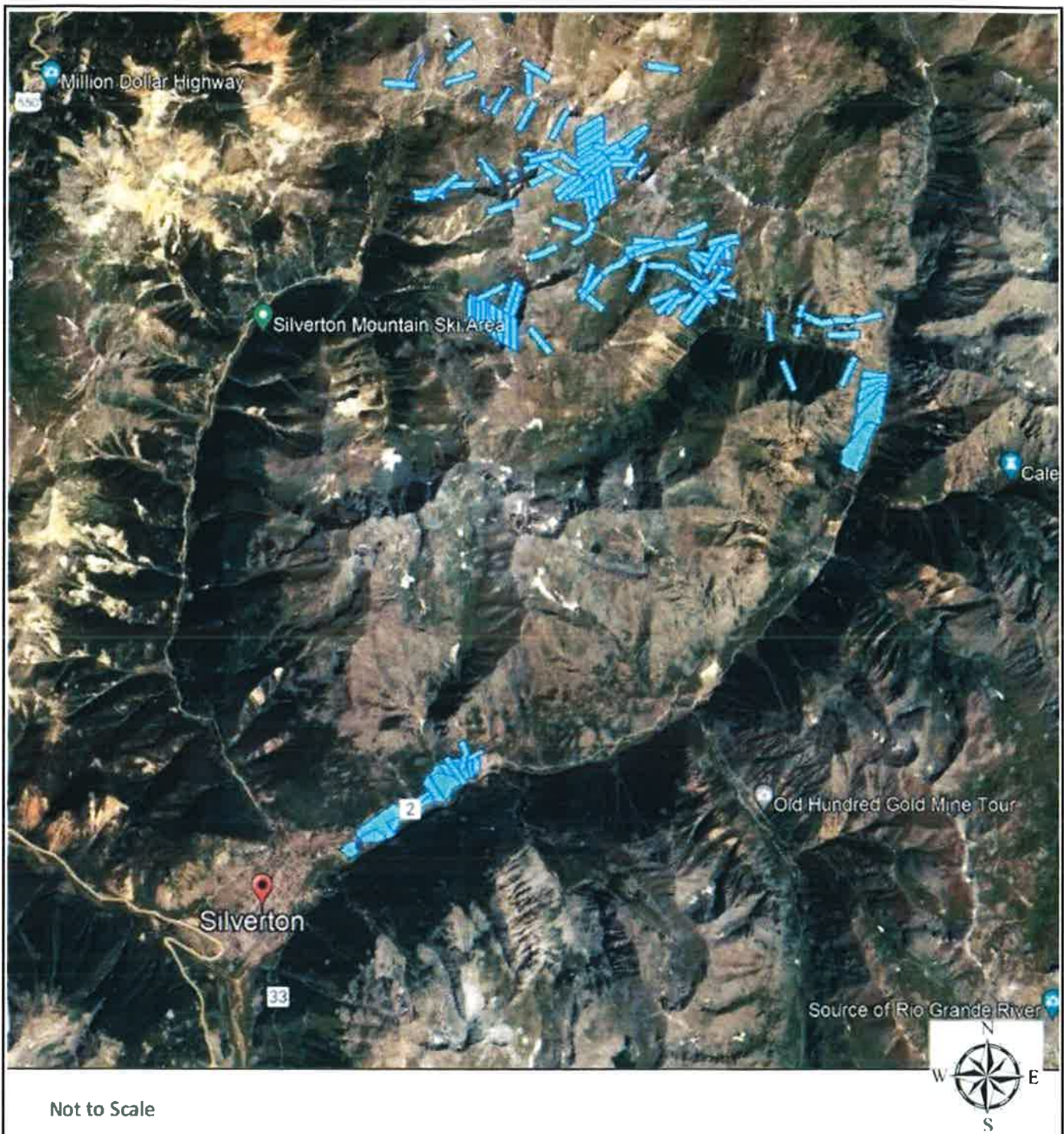


**SH ENVIRONMENTAL CONSULTING
ARVADA, COLORADO**

Site Location/Topographic Map
Sunnyside Gold Corporation Mining Claims
San Juan County, Colorado

FIGURE No. 1

Figure 2 Site Detail



**SH ENVIRONMENTAL CONSULTING
ARVADA, COLORADO**

Site Detail Map
Sunnyside Gold Corporation Mining Claims
San Juan County, Colorado

 Subject Mine Claim

FIGURE No. 2

Figure 3 Parcel Map

Appendix B

Mining Claim Parcel List

Exhibit A

The Following Properties are Located in Township 42 North, Range 6 West,
Township 42 North, Range 7 West, and Township 41 North, Range 7 West, N.M.P.M.

Property Tax Parcel ID	Description/Claim Name and Mineral Survey No.
#47730190030005	EUREKA TOWNSITE LOT 5 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190030006	EUREKA TOWNSITE LOT 6 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190050004	CASHIER LODE - MS 134 (UND 9/10 INT IN 10.5 ACRES), CENTENNIAL - MS 16635, NASBY - MS 2508, ROVING RANGER LODE - MS 151 A, TAGNER - MS 16804, WHITE STAR - MS 14368
#47730300020001	EUREKA TOWNSITE LOT 1 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020002	EUREKA TOWNSITE LOT 2 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020003	EUREKA TOWNSITE LOT 3 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47730300020004	EUREKA TOWNSITE LOT 4 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47750090050001	CASHIER - MS 442, ORIENTAL - MS 566, PRIDE OF THE ALPS - MS 572
#47750100050003	EMMA - MS 2273, LULU CARROLL - MS 873, MOTHER GOOSE - MS 17234, MOULTRIE LODE - MS 173, PAYMASTER - MS 1301, PONY - MS 2336 (UND 2/3 INT IN 8.10 ACRES)
#47750100050031	MIDNIGHT - MS 5616
#47750100050051	TAGGART - MS 2338 (UND 1/3 INT IN 7.22 ACRES)

#47750110050002	PALOS - MS 18732, PALOS #1 - MS 18732, PALOS #2 - MS 18732, SUNNYSIDE #2 - MS 20003, SUNNYSIDE EXT - MS 1180, TERRY - MS 17986, MASTODON - MS 216, NO NAME - MS 2272, CROWN JEWEL - MS 20003, DOCTOR - MS 2093 A, ESMARALDA - MS 16165, GOLD PRINCE - MS 20003
#47750110050022	FEARLESS - MS 17011
#47750130050001	MUSKEGON - MS 1394, RARUS - MS 1401, NANTUCKET - MS 6954 (UND 5/12 INT IN 10.28 ACRES), DENVER - MS 1403, ALMA - MS 1708, CHARLTON - MS 1706
#47750130050003	CLIMAX #3 - MS 19474, TIP TOP - MS 18108, TIP TOP #2 - MS 19474, TIP TOP #3 - MS 19474
#47750140050002	REPUBLIC - MS 12724, RUBY - MS 18020, SHOSHONE - MS 17201, SILVER BOW - MS 18020, SUNNYSIDE - MS 438, SUNNYSIDE ANNEX - MS 16668, THUNDERBERG - MS 1395, WEDGE - MS 18160, ANACONDA - MS 18020, BAVARIAN - MS 1396, BRIGGS - MS 8400, BUTTE CITY - MS 18020, CLIMAX - MS 12723, CLIPPER - MS 1689, HERMAN - MS 1397, HIDDEN TREASURE EXT - MS 20003, LAKE - MS 2027, LAST CHANCE - MS 17901, LITTLE MARY - MS 2038, METROPOLIS - MS 1398, PEARL - MS 5975, QUAIL - MS 20003, RAYMOND - MS 18020
#47750150050001	GEORGE WASHINGTON - MS 2028, GRAND VIEW - MS 17202, MOUNTAIN SHEEP - MS 17432, OREGON - MS 17233
#47750150050002	HONECK - MS 16200, SILVER KING - MS 1857
#47750150050011	PAYMASTER - MS 18080, WATERLOO - MS 17429
#47750160050006	EMMA #1 - MS 17538, EMMA #2 - MS 17538, SMUGGLER - MS 1758
#47750220050003	AMA - MS 18849, BLUE HILL - MS 18849, DOVER - MS 1690, GOLD PEAK - MS 16393, JOE - MS 18849, MILANO - MS 16393, RED - MS 18849, ROCK - MS 18849, ROSA - MS 18849, ROSSO - MS 18849, ROUENA O - MS 16393, TREASURE - MS 18849, YANKEE BOY - MS 18849
#47750230050001	BEAUBREC - MS 1709
#47750230050002	A D SEARL - MS 1714, DANEBURG - MS 1780, HILDERBRAND - MS 1707, KNICKERBOCKER - MS 1717, UNDERWOOD - MS 1719

#47750240050001	BLUCHER - MS 1400, EIGHTY NINE - MS 16997, ESTEY - MS 13189, LIZZIE NORRIS - MS 1702, GRAND - MS 2573, GRAND PRIZE - MS 1701, GREAT EASTERN - MS 1691, NEW YORK - MS 8399, WELLINGTON - MS 16997, SUNBEAM - MS 1419
#48290090010033	BEND PLACER - MS 11596, C H MILL SITE - MS 20594. FORMERLY PART OF SCHEDULE 48290090010031
#48290090010039	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL C, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF ANN HARRIS PLACER - MS 11596 AND FORMER PARCEL BB, RECORDED AS RECEPTION NO. 186140. FORMERLY PART OF SCHEDULES 48290090010003 AND 48290090010036.
#48290090010041	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL E, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PORTIONS OF M D THATCHER - MS 17699 AND POLAR STAR MILL SITE - MS 7608. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010042	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL F, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF PETER PLACER - MS 11596, AND SMALL PORTIONS OF M D THATCHER - MS 17699 AND BLM TRACT 41. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010043	BLAIR PLACER - MS 841, GOLD - MS 14012, JEANNETTE ROUX PLACER MS 11596 MINERAL RIGHTS ONLY, RIVERSIDE (PART) - MS 8801, H V B MILL SITE - MS 20594 B. FORMERLY PART OF SCHEDULE 48290090010003
#48290090010044	TRACTS 42, 43, 44, 45, AND PARCEL DD IN T41N R7W
#48290100010006	BUENA VISTA - MS 14012, M B MILLSITE - MS 20595 B, N N MILLSITE - MS 20595 B, T H W M S TRACT A - MS 20595 B, T H W M S TRACT B - MS 20595 B



Willy Tookey <admin@sanjuancolorado.us>

public comment for county commissioners

Sallie Barney <salliebarney@gmail.com>
To: Willy Tookey <admin@sanjuancolorado.us>

Tue, Jul 16, 2024 at 3:19 PM

(*Willy, if you could please forward to commissioners and include as public comment in the next meeting, I'd much appreciate it!)

Hi Commissioners,

I am writing to put my support for the constriction on the lower river road (county road 2) in writing.

I attended a commissioner meeting in June and made a public comment in favor of the river road constriction at that time. After my comment, the commissioners continued the discussion raising some possible issues:

- the use of a gate instead of the rocks
- the timing of a constriction to allow for boater/rescue vehicles to access the river
- property owner access
- community support for the idea

I believe that there is wide community support for the barrier (expressed prior to the implementation and from people who continue to text and ask me about why it's missing). It was an excellent compromise at its inception and continues to serve to manage a variety of user group needs on the river road.

As for a gate: yes! That works! But in the meantime, please use the rocks. Let's not wait for a gate to constrict the road.

As for timing to allow boaters and potential rescue vehicles: yes! Wait until the spring runoff and the OHV traffic increases- those two events work easily together. Traffic seems to pick up around the end of June when the water levels decrease and the tourism increases.

As for access to private property: those property owners are familiar with the access to their property. They know which end of the road to use to get to their property. A constriction does not mean closure and that's part of what made this compromise so effective.

I think it was Pete McKay who championed this idea for the county and it had wide community support then as it does now. For the sake of the dog walkers, fishermen, bikers, runners, kids and families who use that road at a slower pace than the vehicular traffic, return the constriction at the middle of county road 2 until the end of September when traffic quiets.

I appreciate your service and consideration of this request.

All the best,
Sallie Barney
1468 Bluff Street
Silverton, CO 81433

--
Sarah "Sallie" Barney
(she, her, hers)

PO Box 421
Silverton, CO 81433
970-946-5363









Willy Tookey <admin@sanjuancolorado.us>

Tri-County Joint Budget Meeting

1 message

Mary Caldwell <MCaldwell@lpcgov.org>

Mon, Jul 22, 2024 at 2:48 PM

To: "admin@sanjuancolorado.us" <admin@sanjuancolorado.us>

Good afternoon Mr. Tookey,

I am scheduling a one-hour Tri-County Joint Budget Meeting with representatives from Archuleta, San Juan and La Plata Counties to discuss the District Attorney's Office budget for 2025. The meeting will be held at the La Plata County Administration Building or attendees are welcome to join via Zoom. Can you please let me know your availability as well as the availability of the San Juan County Commissioners on the following dates:

Monday, October 7 9:30 am

Tuesday, October 8 3:00 pm

Weds, October 9 1:30 pm

Thank you so much!

Mary Caldwell

Sr. Administrative Assistant

[La Plata County](#)

[1101 E 2nd Avenue](#)

[Durango, CO 81301](#)

[\(970\) 382-6219](#)

*** Please note email change mcaldwell@lpcgov.org

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this county-owned e-mail account may be subject to public disclosure.

2024 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	39,253.29	8,035.89	47,289.18	9,389.16	9,360.85	18,750.01	30,399.55	10,872.26	41,271.81
February	43,820.17	7,962.05	51,782.22	22,621.49	10,116.56	32,738.05	41,523.34	11,298.39	52,821.73
March	47,226.41	8,786.68	56,013.09	23,242.43	7,520.80	30,763.23	44,040.16	10,191.52	54,231.68
April	57,660.52	7,908.51	65,569.03	14,986.22	8,909.76	23,895.98	45,401.26	10,510.73	55,911.99
May	60,436.59	10,017.48	70,454.07	24,263.99	9,783.63	34,047.62	52,934.42	12,374.89	65,309.31
June	35,310.42	9,677.17	44,987.59	7,541.73	8,218.67	15,760.40	26,780.85	11,184.17	37,965.02
July	83,707.32	8,206.97	91,914.29	9,369.47	8,849.45	18,218.92	58,169.21	10,659.57	68,828.78
August			-			-			-
September			-			-			-
October			-			-			-
November			-			-			-
December			-			-			-
Total	367,414.72	60,594.75	428,009.47	111,414.49	62,759.72	174,174.21	299,248.79	77,091.53	376,340.32

County Sales Tax								
	2019	2020	2021	2022	2023	2024	% Change	5yr. Average
January	7,799.87	6,854.79	16,723.50	18,815.24	18,426.92	18,750.01	1.72%	15,914.09
February	12,885.86	22,860.78	19,987.28	25,634.49	29,745.98	32,738.05	9.14%	26,193.32
March	11,246.33	14,595.18	16,402.87	20,922.98	20,542.77	30,763.23	33.22%	20,645.41
April	8,857.05	15,280.29	15,820.09	26,540.36	21,934.71	23,895.98	8.21%	20,694.29
May	19,708.91	12,778.47	24,773.54	43,984.48	41,544.42	34,047.62	-22.02%	31,425.71
June	5,827.74	9,946.40	17,549.36	10,146.13	17,053.96	15,760.40	-8.21%	14,091.25
July	6,206.92	17,737.22	13,668.65	21,647.93	14,730.22	18,218.92	19.15%	17,200.59
August	13,486.95	10,921.79	32,028.49	26,943.45	25,208.63		-6.88%	21,717.86
September	22,429.05	21,745.79	30,048.75	29,774.28	61,264.92		51.40%	33,052.56
October	13,774.16	18,726.14	29,953.36	34,135.62	44,727.88		23.68%	28,263.43
November	15,070.58	17,785.19	29,182.27	30,541.07	32,071.57		4.77%	24,930.14
December	7,547.72	17,476.46	19,698.95	17,991.84	20,435.59		11.96%	16,630.11
Total	144,841.14	186,708.50	265,837.11	307,077.87	347,687.57	174,174.21	13.43%	250,430.44
Year to Date	72,532.68	100,053.13	124,925.29	167,691.61	163,978.98	174,174.21	5.85%	

Emergency Services Sales Tax

	2019	2020	2021	2022	2023	2024	% Change	5-Year Ave.
January	22,652.17	22,081.29	35,673.96	42,007.94	38,798.45	41,271.81	5.99%	35,966.69
February	20,193.73	38,888.47	40,698.37	51,602.55	49,470.71	52,821.73	6.34%	46,696.37
March	28,148.22	30,899.33	39,142.28	64,129.75	50,505.67	54,231.68	6.87%	47,781.74
April	52,719.27	32,992.58	39,017.29	54,305.90	50,263.76	55,911.99	10.10%	46,498.30
May	32,415.46	28,328.62	53,200.16	64,390.89	66,881.55	65,309.31	-2.41%	55,622.11
June	17,201.80	20,323.77	38,209.24	36,187.24	70,348.73	37,965.02	-85.30%	40,606.80
July	35,279.36	29,408.23	54,965.11	58,069.60	36,858.14	68,828.78	46.45%	49,625.97
August	74,723.11	62,795.11	139,369.81	119,039.47	131,561.66		9.52%	105,497.83
September	126,269.99	120,650.92	164,773.79	154,524.58	198,918.58		22.32%	153,027.57
October	103,635.85	108,852.60	139,222.51	142,140.85	176,409.86		19.43%	134,052.33
November	101,380.60	107,416.93	136,598.38	133,850.03	167,528.30		20.10%	129,354.85
December	45,399.97	63,130.77	93,550.49	84,746.99	90,930.59		6.80%	75,551.76
Total	660,019.53	665,768.62	974,421.39	1,004,995.79	1,128,476.00	376,340.32	10.94%	757,424.56
Year to Date	208,610.01	202,922.29	300,906.41	370,693.87	363,127.01	376,340.32	3.51%	

	Town Sales Tax							5-Year Ave.
	2019	2020	2021	2022	2023	2024 % Change		
January	17,777.51	28,417.92	40,358.55	48,401.82	43,654.63	47,289.18	7.69%	41,624.42
February	26,379.98	39,259.76	45,122.36	56,934.96	49,412.31	51,782.22	4.58%	48,502.32
March	33,717.73	34,763.49	46,228.85	81,691.27	56,271.57	56,013.09	-0.46%	54,993.65
April	75,356.86	37,422.14	46,611.62	60,354.74	58,492.54	65,569.02	10.79%	53,690.01
May	32,071.64	24,839.85	60,352.89	59,047.63	65,473.02	70,454.07	7.07%	56,033.49
June	21,650.46	22,518.84	43,589.40	41,669.35	95,511.31	44,987.59	-112.31%	49,655.30
July	50,243.72	29,239.56	74,281.24	71,269.47	44,246.65	91,914.29	51.86%	62,190.24
August	105,875.94	90,106.11	190,977.70	163,532.09	185,303.71		11.75%	147,159.11
September	179,274.96	170,982.30	233,606.46	217,481.13	257,025.50		15.39%	211,674.07
October	151,774.01	155,155.28	192,817.13	193,304.52	237,546.24		18.62%	186,119.44
November	146,395.83	153,802.89	189,389.35	183,632.90	235,991.13		22.19%	181,842.42
December	64,974.75	83,368.79	129,991.56	117,612.17	125,062.82		5.96%	104,202.02
TOTAL	905,493.39	869,876.93	1,293,327.11	1,294,932.05	1,453,991.43	428,009.46	10.94%	1,016,146.51
Year to Date	257,197.90	216,461.56	356,544.91	419,369.24	413,062.03	428,009.46	3.49%	

Lodging Tax Revenue

	2019	2020	2021	2022	2023	2024	% Change	5 yr. Average
January	885.93	3,729.44	543.94	1,034.65	8,688.65	866.92	-90.02%	2,972.72
February	10,816.00	14,088.47	20,282.97	17,982.00	21,651.33	21,463.00	-0.87%	19,093.55
March	145.07	454.00	660.00	11,775.69	5,698.15	209.00	-96.33%	3,759.37
April	33.00	-	1,489.56	1,091.00	68.78	729.34	960.40%	675.74
May	17,612.98	14,069.00	30,651.70	31,766.09	30,512.00	37,272.00	22.16%	28,854.16
June	952.07	300.40	1,007.32	1,525.85	3,654.58	0	-100.00%	1,297.63
July	170.21	573.00	11,854.90	2,241.00	663.85	1,906.05	187.12%	3,447.76
August	14,372.43	13,978.56	57,659.81	31,076.00	26,017.87		-19.44%	28,620.93
September	2,738.12	139.00	248.50	718.26	1,596.58		55.01%	1,088.09
October	2,848.73	780.48	1,346.59	1,473.79	683.55		-115.61%	1,426.63
November	47,263.00	58,396.70	76,493.41	71,800.28	70,496.20		-1.85%	64,889.92
December	1,790.37	1,918.52	3,364.85	2,534.04	2,331.79		-8.67%	2,387.91
Total	\$ 99,627.91	\$ 108,427.57	\$ 205,603.55	\$ 175,018.65	\$ 172,063.33	\$ 62,446.31	-1.72%	152,148.20
Year to Date	30,615.26	33,214.31	66,490.39	67,416.28	70,937.34	62,446.31	-13.60%	

Remote Town Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	226.94	2,665.41	7,137.41	18,727.85	6,501.09	8,786.68
February	49,386.28	5,252.72	6,744.78	7,164.49	9,212.54	7,908.51
March	894.21	4,049.16	10,221.18	9,734.40	10,861.19	10,017.48
April	852.39	5,391.71	6,870.33	7,026.64	13,421.87	9,677.17
May	2,696.78	4,983.35	9,701.78	7,962.66	10,946.74	8,206.97
June	3,444.00	7,827.11	13,826.19	17,869.99	11,026.74	
July	2,981.52	11,801.24	16,736.42	14,542.52	17,609.67	
August	2,652.50	12,441.45	14,756.06	12,933.86	17,151.81	
September	2,286.57	10,544.18	12,717.24	10,280.87	19,902.65	
October	2,018.43	8,487.00	27,347.76	17,708.75	12,234.15	
November	2,827.77	5,994.61	9,195.92	7,803.27	8,033.89	
December	4,688.76	7,310.95	12,788.01	8,628.52	7,962.05	
TOTAL	74,956.15	86,748.89	148,043.08	140,383.82	144,866.39	44,596.81
YTD	54,056.60	22,342.35	40,675.48	50,616.04	50,943.43	44,596.81

Remote Emergency Services Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	167.86	4,051.74	6,735.19	15,300.16	8,540.81	10,191.52
February	30,969.48	6,049.12	6,019.09	7,896.61	9,898.07	10,510.73
March	809.27	4,560.71	9,322.30	18,724.25	11,995.67	12,374.89
April	628.71	5,443.90	7,699.31	7,612.23	12,796.80	11,184.17
May	1,892.28	4,857.16	9,945.76	8,646.96	11,014.56	10,659.57
June	2,570.26	6,471.47	13,577.53	15,552.84	12,673.34	
July	2,405.48	10,111.26	15,600.53	12,826.79	18,240.81	
August	3,702.92	10,307.22	13,290.24	11,943.37	17,832.36	
September	2,075.54	9,243.47	11,926.06	10,941.10	18,060.82	
October	1,780.63	7,604.14	20,488.41	15,185.16	12,416.81	
November	2,348.89	5,585.20	10,295.36	9,707.69	10,872.26	
December	8,712.17	7,274.58	12,263.74	10,394.20	11,298.39	
TOTAL	58,063.49	81,559.97	137,163.52	144,731.36	155,640.70	54,920.88
YTD	34,467.60	24,962.63	39,721.65	58,180.21	54,245.91	54,920.88

Remote County Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	41.21	3,806.85	3,628.40	5,753.99	7,165.10	7,520.80
February	84.44	4,410.17	2,876.38	5,470.91	6,625.40	8,909.76
March	398.52	3,236.13	4,696.12	20,226.35	8,333.13	9,783.63
April	151.91	3,304.40	5,449.37	3,221.41	7,054.33	8,218.67
May	325.95	2,775.50	6,212.46	5,873.38	6,677.71	8,849.45
June	661.74	2,510.43	7,899.27	7,016.18	9,251.92	
July	861.00	4,350.51	8,226.05	5,981.69	11,577.52	
August	1,050.42	4,023.33	6,509.70	6,176.77	11,381.82	
September	1,028.90	4,221.36	6,365.70	7,226.03	8,996.53	
October	825.95	3,659.87	5,435.83	6,589.09	7,634.04	
November	924.35	2,933.00	7,277.72	7,730.04	9,360.85	
December	9,228.08	4,317.03	6,835.25	8,003.28	10,116.56	
TOTAL	15,582.47	43,548.58	71,412.25	89,269.12	104,174.91	43,282.31
YTD	1,002.03	17,533.05	22,862.73	40,546.04	35,855.67	43,282.31

Total Remote Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	436.01	10,524.00	17,501.00	39,782.00	22,207.00	26,499.00
February	80,440.20	15,712.01	15,640.25	20,532.01	25,736.01	27,329.00
March	2,102.00	11,846.00	24,239.60	48,685.00	31,189.99	32,176.00
April	1,633.01	14,140.01	20,019.01	17,860.28	33,273.00	29,080.01
May	4,915.01	12,616.01	25,860.00	22,483.00	28,639.01	27,715.99
June	6,676.00	16,809.01	35,302.99	40,439.01	32,952.00	-
July	6,248.00	26,263.01	40,563.00	33,351.00	47,428.00	-
August	7,405.84	26,772.00	34,556.00	31,054.00	46,365.99	-
September	5,391.01	24,009.01	31,009.00	28,448.00	46,960.00	-
October	4,625.01	19,751.01	53,272.00	39,483.00	32,285.00	-
November	6,101.01	14,512.81	26,769.00	25,241.00	28,269.00	-
December	22,629.01	18,902.56	31,887.00	27,026.00	29,377.00	-
TOTAL	148,602.11	211,857.44	356,618.85	374,384.30	404,682.00	142,800.00
YTD	89,526.23	64,838.03	103,259.86	149,342.29	141,045.01	142,800.00

5 YEAR TOTAL 1,496,144.70