

ENVIRONMENTAL COVENANT

APN# _____

Recording Requested by:

Name: Resource Concepts, Inc.

Address: 340 North Minnesota Street

City/State/Zip: Carson City, Nevada 89703

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

DOC # 459626
05/26/2010 01:51 PM
Official Record

Requested By
RESOURCE CONCEPTS INC

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 13 Fee: \$51.00

Recorded By: MCM RPTT:



ENVIRONMENTAL COVENANT
Title of Document
(Required Field)

FILL IN ALL THAT APPLY:

The Undersigned Hereby Affirms That This Document Submitted For Recording Contains Personal Information As Required By Law*:

Specify Law* Signature

Specify Law* Print Name Title

*If there is no applicable State or Federal Law, Personal Information must be removed prior to recording.

If this document is a re-record or correction, fill out below:

Correcting Document#: 393191 Amending: Environmental Covenant and adding "EXHIBIT A" label to Legal Description

Reason for re-record:

Correct language in Environmental Covenant (Exhibits "B." and "C.")
(For Re-records, all pages from original document must be included, \$25 Non-conforming Fee Applies)

If legal description is in metes & bounds, indicate where it was obtained:

_____ (Document Title), Book ____ Page ____ or

Document # _____ recorded _____ (date) in the

Lyon County Recorder's Office.

-OR-

If prepared by a surveyor, provide name and address:

"Personal information" means a natural person's first name or first initial and last name in combination with any one or more of the following data elements:

1. Social security number.
2. Driver's license number or identification card number.
3. Account number, credit card number or debit card number, in combination with any required security code, access code or password .

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(\$1.00 Additional Recording Fee Applies)



459626

05/26/2010
002 of 13

DOC # 393191

10/13/2006

08:59 AM

Official Record

Requested By
RESOURCE CONCEPTS INC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 10 Fee: \$48.00

Recorded By: BB RPTT:



APN# See Attached

Recording Requested by:

Name: Resource Concepts, Inc.
Address: 340 N. Minnesota St.
City/State/Zip: Carson City, NV 89703

Mail Tax Statements to:

Name: _____
Address: _____
City/State/Zip: _____

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____
(State specific law)

Shawnee Clayson

Signature (Print name under signature)

Title

Shawnee Clayson

Environmental Covenant
(Insert Title of Document Above)

Only use the following section if one item applies to your document

This document is being **re-recorded** to _____

-OR-

This document is being recorded to **correct** document # _____, and is correcting _____

If **legal description** is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
Lyon County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)



ENVIRONMENTAL COVENANT

LENNAR RENO, LLC, (hereafter "Grantor") this 17 day of July, 2006, grant this Environmental Covenant (hereafter "Covenant") to the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (hereafter "NDEP").

WHEREAS, Grantor is the record owner of certain property commonly referred to as the Riverpark Subdivision, located in Dayton, Nevada, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereafter "the Property"); and

WHEREAS, the Property is the subject of enforcement and remedial action pursuant to the Nevada Revised Statutes, Title 40, (hereafter "Uniform Environmental Covenants Act") and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. (hereafter "CERCLA") ; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by notifying the public that the Property is located within the Carson River Mercury Site. Mining activities in the mid 1800's resulted in the discharge of mercury into the Six Mile Canyon drainage and the Carson River. Residual mercury was identified within these drainages, and in August 1990, the Carson River Basin and the Carson Sink were placed on the United States Environmental Protection Agency's (hereafter "EPA") National Priority List under CERCLA; and

WHEREAS, after numerous studies, the EPA established a health-based exposure limit for residential areas within the Carson River Mercury Site of 80mg/Kg total mercury in soil and 300 mg/Kg of total mercury in soils for non-residential areas; and

WHEREAS, concentrated sampling on a parcel-by-parcel basis was conducted for statistical evaluation of the potential for mercury on the Property. Sampling was confined to the top two (2) feet of soil, as required by the NDEP. Sample results from each parcel, and a detailed and extensive report is on file and available for review at the NDEP, and on record with the Lyon County Recorder's Office, Doc. No. , Dated ; and

WHEREAS, Grantor desires to subject the Property to certain covenants and restrictions as provided in the Uniform Environmental Covenants Act, which covenants and restrictions shall burden the Property and bind Grantor and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the NDEP.

NOW THEREFORE, Grantor hereby grants this Environmental Covenant to the NDEP and declare that the Property as described in Exhibit "A" shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 8, below, which shall run with the Property in perpetuity and be



binding on Grantor and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this Covenant, the term "Owner" means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Modifications: This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph or the Uniform Environmental Covenants Act. Owner may request that the NDEP approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The NDEP shall review any submitted information, and may request additional information. If the NDEP determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the NDEP has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:
 - a. a proposal to perform additional remedial work;
 - b. new information regarding the risks posed by the residual contamination;
 - c. information demonstrating that residual contamination has diminished;
 - d. information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - e. other appropriate supporting information.
- 2) Notice to Lessees: Owner agrees to incorporate either in full or by reference the restrictions in this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
- 3) Notification for proposed construction and land use: Soil sampling has only been done and approved by NDEP at a depth of two (2) feet. Prior to engaging in any grading, digging, construction, and/or building at a depth below two (2) feet, Owner shall obtain a soils management plan approval from NDEP.
- 4) Inspections: The NDEP shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the NDEP may otherwise have to enter and inspect the Property.



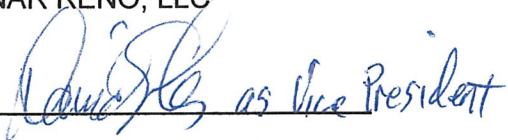
- 5) No Liability: The NDEP does not acquire any liability under Nevada law by virtue of accepting this Covenant.
- 6) Enforcement: The NDEP may enforce the terms of this Covenant pursuant to Uniform Environmental Covenants Act. Included in the statutory rights and remedies afforded to NDEP, is the ability to file suit in district court to enjoin actual or threatened violations of this Covenant.
- 7) Notices: Any document or communication required under this Covenant shall be sent or directed to:

State of Nevada
Division of Environmental Protection
Bureau of Corrective Actions
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701-5249

Grantor has caused this instrument to be executed this 17 day of July, 2006

LENNAR RENO, LLC

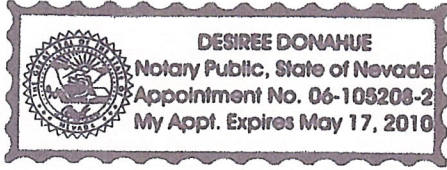
By

 as Vice President



STATE OF Nevada)
)
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 17th day of July, 2006, by Dave Siler on behalf of LENNAR RENO, LLC.



Desiree Donahue
Notary Public

10315 Professional Cr #110
Address

Reno, NV 89521

My commission expires: May 17, 2010

ACCEPTED BY the Nevada Division of Environmental Protection this 1ST day of August, 2006

By: Leo M. J. J. J. J.
Title: Administrator



STATE OF Nevada)
)
COUNTY OF Carson)

The foregoing instrument was acknowledged before me this 1st day of August, 2006, by [Signature] on behalf of the Nevada Division of Environmental Protection.

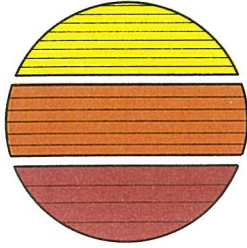


Karen Howard
Notary Public

901 S. Stewart St.
Address

Carson City, NV 89701

My commission expires: Mar. 24, 2009



ENGINEERING • SURVEYING • RESOURCES & ENVIRONMENTAL SERVICES

RESOURCE CONCEPTS, INC.

EXHIBIT "B"

May 24, 2010

Lyon County Recorder's Office
27 South Main Street
Yerington, NV 89447

SUBJECT: Explanation of modifications to Environmental Covenant, Lyon County Document Number 393191.

To Whom It May Concern:

This letter provides an explanation of the modifications to the Environmental Covenant, Lyon County Document Number 393191, and is provided as EXHIBIT "B."

After review by the Nevada Division of Environmental Protection (NDEP), Lennar Reno, LLC, and Resource Concepts, Inc. a substantive change to paragraph 6 on page 1 of the Environmental Covenant, is required to comply with document handling in accordance with NDEP's requirements. The changes to paragraph 6 on page 1 of the Environmental Covenant are described in EXHIBIT "C."



EXHIBIT "C"
Corrected Language for Environmental Covenant,
Lyon County Document Number 393191, Page 1, Paragraph 6

"WHEREAS, concentrated sampling on a parcel-by-parcel basis was conducted for statistical evaluation of the potential for mercury on the Property. Sampling was confined to the top two (2) feet of soil, as required by the Nevada Division of Environmental Protection (NDEP). Sample results from each parcel, and a detailed and extensive Reference Document is on file and available for review through the Superfund Program at the Corrective Actions Branch of the NDEP, and electronically on the NDEP website; and"