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April 25, 2003

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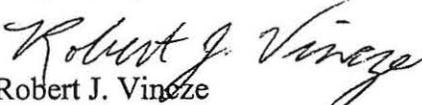
Darrell G. Early
Deputy Attorney General
Idaho Office of the Attorney General
Natural Resources Division, Environmental Quality Section
1410 N., Hilton, 2nd Floor
Boise, Idaho 83706-1255

**Re: Georgetown Canyon—Nu-West Mining, Inc. and Nu-West Industries,
Inc. (Consent Judgment)**

Dear Darrell:

I enclose the original Consent Judgment executed by the Nu-West entities and approved by me. I left the Consent Judgment undated as we discussed. My understanding is that your office will fill in the date upon the filing of the Complaint. Please call me if you wish to handle the date otherwise. Thank you for your time and consideration on this matter.

Very truly yours,


Robert J. Vinze
of Greenberg Traurig, LLP

cc: Gary Daniel
Scott Sprague

GREENBERG TRAURIG, LLP

THE TABOR CENTER 1200 17TH STREET, SUITE 2400 DENVER, COLORADO 80202

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IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

State of Idaho, Idaho Department of
Environmental Quality,

Plaintiff,

vs.

Nu-West Mining, Inc. and Nu-West
Industries, Inc.,

Defendant

) Case No.:

) CONSENT JUDGMENT

I.
BACKGROUND AND FINDINGS

1. On September 19, 2001, the Idaho Department of Environmental Quality (DEQ) conducted a site visit of the Georgetown Canyon property located seven miles east of Georgetown in Bear Lake County, Idaho (the Site) which is currently undergoing industrial site closure by Defendants Nu-West Mining, Inc. and Nu-West Industries, Inc.

2. Based on the findings of the September 19, 2001, site visit and other information provided to the Department, releases and or discharges of hazardous waste, hazardous constituents and/or deleterious contaminants may have occurred on the Site within the meaning of, and as these terms are defined by, the Idaho Hazardous Waste Management Act, (HWMA), Idaho Code § 39-4401 *et seq.*, the *Rules and Standards for Hazardous Waste*, IDAPA 58.01.05 *et seq.*, (including those sections of 40 CFR incorporated by reference), the

Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, the Environmental Protection and Health Act (EPHA), Idaho Code § 39-101 *et. seq.*, and the *Water Quality Standards and Wastewater Treatment Requirements*, IDAPA 58.01.02 *et seq.*

3. During the site visit on September 19, 2001, the Department notified Defendants of its intent to provide formal oversight of the industrial site closure activities to ensure that existing and potential violations of the HWMA and EPHA do not continue to pose a threat to human health and the environment or otherwise continue to violate applicable state and federal law.

4. On _____, Plaintiffs, the State of Idaho (Idaho) and the Department of Environmental Quality (DEQ) filed a Complaint in this matter pursuant to Idaho Code § 39-101 *et seq.*, [Idaho Environmental Protection and Health Act (EPHA)], and Idaho Code § 39-4401 *et seq.*, [Idaho Hazardous Waste Management Act (HWMA)], seeking injunctive relief arising from existing and potential violations of HWMA and the EPHA.

5. The Parties agree, and this Court by entering this Judgment finds, that settlement of the issues arising from the allegations in the Complaint is in the public interest, and that entry of this Judgment without further litigation is the most appropriate means of resolving this matter and avoiding protracted litigation.

6. This Judgment constitutes the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in this Judgment, and the Parties acknowledge that there are no

representations, agreements, or understandings relating to the settlement other than those expressly contained in this Judgment. For the purpose of settling this litigation without taking any testimony, without trial or adjudication of any issue of fact or law, and without this Judgment constituting any evidence of waiver or admission of either party for purposes of any proceeding, other than to enforce this Judgment, the Parties agree to the following terms.

THEREFORE, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this action pursuant to Idaho Code §§ 39-108(b) and 39-4413(A)(3), and Idaho Code § 1-705.

8. Venue is proper in the Court, pursuant to Idaho Code §§ 39-108(b) 39-4413(A)(3) and Idaho Code § 5-404, because the violations and acts and omissions alleged herein occurred and the action arose in Bear Lake County, Idaho.

9. The Complaint states a claim upon which relief may be granted against Defendants.

10. For the purposes of this Judgment and the underlying Complaint, Defendants have waived all objections and defenses that they may have to the filing of this complaint, to the jurisdiction of the Court or to venue in this District and shall not challenge the filing of this complaint, the entry of this Consent Judgment or this Court's jurisdiction and authority to enter and enforce this Consent Judgment.

III. PARTIES BOUND

11. This Judgment shall apply to and be binding upon the State of Idaho, Nu-West Mining, Inc. and Nu-West Industries, Inc. and their successors and assigns. Unless otherwise agreed to by the State of Idaho, no change in ownership, corporate, or partnership status relating to the Facility, or conveyance of title, easement, or other interest in the Facility, including but not limited to any lease or transfer of assets or real or personal property, will alter Defendants' obligation to comply with the requirements of this Consent Judgment or to ensure compliance by any successor or assign of the Defendants, regardless of whether the Defendants continue to exist following the transaction.

IV. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Judgment that are defined in the EPHA or HWMA or in regulations promulgated thereunder shall have the meaning assigned to them in said acts or in such regulations. Whenever terms listed below are used in this Judgment, the following definitions shall apply:

- a. "Complaint" shall mean the complaint filed by the State of Idaho against Nu-West Mining, Inc. and Nu-West Industries, Inc. in the District Court for the Seventh Judicial District, in and for Bear Lake County, in the above captioned case, Civ. No. _____.
- b. "Judgment" shall mean this Consent Judgment.
- c. "Day" shall mean a calendar day. In computing any period of time under this Judgment, where the last day would fall on a Saturday,

Sunday, or federal holiday, the period shall run until close of business of the next working day.

d. "Defendants" shall mean Nu-West Mining, Inc. and Nu-West Industries, Inc.

e. "Facility" or "Site" shall mean the Georgetown Canyon Industrial Facility as more particularly described in paragraph V.B.1 of this Judgment.

f. "Paragraph" shall mean a portion of this Judgment identified by the Arabic numeral or an upper or lower case letter.

g. "Parties" shall mean the State of Idaho, Nu-West Mining, Inc. and Nu-West Industries Inc.

h. "Plaintiff" shall mean the State of Idaho.

i. "Section" shall mean a portion of this Judgment identified by a Roman numeral.

j. "State of Idaho" shall mean the State of Idaho, including its departments, agencies, and instrumentalities.

V. INJUNCTION

13. To effectively address existing Site contamination, to remedy any damage caused thereby, and to prevent any further releases, discharges or contamination at the Site, Defendants agree to the following provisions, terms and actions of this Consent Judgment:

A. Site Investigation. As part of site closure activities, Defendants shall perform a formal site investigation to assess potential

impacts from past site operations and existing/demolished site facilities, impoundments and appurtenances. To properly investigate the Site, Defendants shall perform the following actions within the following time periods:

B. Site Investigation Work Plan. Within ninety (90) days of the effective date of this Consent Judgment, Defendants shall submit a Site Investigation Work Plan to the Department for review and approval in accordance with Paragraph VI. of this Consent Judgment. Defendants will assure that an occupational safety and health program consistent with 29 C.F.R. § 1910.120 and applicable state law is made available for the protection of workers at the response site. At a minimum, the Site Investigation Work Plan shall address all potential areas of hazardous constituent handling/storage including, but not limited to, the furnace building, covered phos ponds, underground storage tanks and piping for product storage, and ore storage areas. It shall include a review of existing information about a release including exposure pathways, exposure targets and the source of any release. Defendants shall complete the actions contained in the Site Investigation Work Plan within the time schedule submitted with the Site Investigation Work Plan. The Site Investigation Work Plan shall include, at a minimum the following information:

1. Site Boundary Identification: A metes and bounds

property description of the site which shall, at a minimum, be based on the following physical boundaries,

North: 50 yards North of Gate to Mine Access Road
South: 50 yards South of Clarifier Unit
East: East edge of Mine Access Road above Water Tank,
East End of Draw used for Ore Storage
West: West edge of Defendants-owned FS Road above
Loading facility

But shall include all areas that are necessary for industrial site closure. Upon completion and approval by the Department the site boundary description shall be incorporated into this Consent Judgment.

2. Site Survey: A description of survey methods

delineating all roads, creeks, surface water and delineated wetland units, former building foundation, ancillary structures (i.e., tunnels, ore silo bases and loading facilities), C&D landfill units, water tanks, underground equipment (i.e., tanks and piping), former ponds and storage areas. Elevations and survey locations will have appropriate survey accuracy to support future potential title/deed modifications and surface water design alterations. For the purpose of the industrial site closure and survey-related activities, the site boundaries are defined as set forth in Section V.B.1. above.

3. Geophysical Survey: A description of any proposed geophysical survey activities required to accurately locate underground tanks, piping, and former phos ponds/basins.

4. Soil/Groundwater Characterization: A description of the method(s) Defendants will use to characterize the content(s) of Site perimeters, furnace building, underground tanks, ponds, ore storage, and other potential hazardous constituent handling areas and characterize/ determine the vertical and horizontal extent of potential soil and groundwater contamination both on-site and down-gradient of the Site at or near the Site boundary on the north side of the Site and within fifty yards of the clarifier on the south side of the Site; the depth to ground water and the rate/direction of ground water movement; a description of the site properties that would/could effect contaminant migration and transformation (i.e., physical and chemical properties, barriers to migration, etc.); and all surface water units. Defendants shall submit a proposed list of analytes to the Department for review and approval in accordance with Paragraph VI of this Consent Judgment. Analytes should include, at a minimum, any phosphate processing/manufacturing specific constituents to include, but not limited to, inorganics, PCB and petroleum; and

5. A schedule for implementation and completion of the Site Investigation Work Plan requirements.

C. Field Sampling Plan. Within sixty (60) days of Site Investigation Work Plan approval, Defendants shall submit a Field Sampling Plan to the Department for review and approval in accordance with Paragraph VI of this Consent Judgment. At a minimum, the Field Sampling Plan shall consist of industry-standard Sample and Analysis Plan, Quality Assurance Procedures, and Health and Safety Plan. Defendants shall complete the actions contained in the Field Sampling Plan within the time schedule submitted with the Field Sampling Plan. The Field Sampling Plan shall include, at a minimum, the following information:

1. A description of sample collection, QA/QC procedures, proposed analyte list, analytical methods and sampling locations; and
2. A schedule for implementation and completion of Field Sampling Plan activities.

D. Final Site Investigation Report. Within one hundred and twenty (120) days of completion of fieldwork required in the Site Investigation Work Plan identified in Paragraph V.A., Defendants shall prepare and submit a Final Site Investigation Report for the Department's review and approval in accordance with Paragraph VI of this Consent Judgment. The Final Site Investigation Report shall include the results of all analysis, a summary of all investigations and detailed maps of any/all identified areas of contamination on and/or off the Site.

The Final Site Investigation Report shall ensure data quality and quantity are sufficient to identify the extent of contamination and threat to human health and/or the environment. It shall contain (i) a description/history/nature of waste handling; (ii) a description of known contaminants; (iii) a description of pathways of migration of contaminants; (iv) an identification and description of human and environmental targets; and (v) a recommendation on whether further action is warranted. The Final Site Investigation Report also shall identify requirements applicable to the release or remedial action contemplated. The Final Site Investigation Report shall be the basis for plans proposed in accordance with Paragraph V of this Consent Judgment.

If, through review of the Final Site Investigation Report, the Department determines additional investigation(s) are necessary, the Department will notify Defendants in writing. Defendants shall, within a time frame established by the Department, submit a Work Plan for the additional investigation. Additional investigation shall be done in accordance with the requirements of Paragraph IV of this Consent Judgment.

E. Remedial Action. Within ninety (90) days of Final Site Investigation Report approval, Defendants shall submit a Remedial Action Plan (RAP) to the Department for review and approval in accordance with Paragraph VI of this Consent Judgment. Defendants shall complete the

actions contained in the RAP within the time schedule submitted with the RAP. The contents and requirements of the RAP are set forth below:

1. Remedial Action Plan. The Department approved RAP shall be incorporated herein and be enforceable as part of this Consent Judgment.

The RAP shall identify methods for treatment/removal of any contaminant(s) identified in the Final Site Investigation Report in excess of maximum concentration limits, associated degradation products and/or other associated constituents from the groundwater, and methods of management or treatment of contaminated media to achieve concentrations at or below an acceptable level, including any necessary feasibility studies. Unless otherwise agreed upon between Defendants and the Department, the RAP shall include, at a minimum, the following information:

- a. Cleanup levels for all contaminated media with supporting documentation including:
 - i. The Primary Constituent Standards for applicable constituents as stated at IDAPA 58.01.11.200, *Ground Water Quality Rule* and proposed standards for other constituents;
 - ii. Soil protection standards identified by Defendants for constituents found in the soil during the investigation; these standards shall be set to prevent continued degradation of the ground water. Guidance for soil screening criteria can be found in EPA Region IX Preliminary Remedial Goals (PRG's);

- iii. A Risk Based Corrective Action (RBCA) evaluation as outlined in the *Risk Based Corrective Action Guidance Document for Petroleum Releases, Division of Environmental Quality, August 1996* and as updated June 1997.
- iv. A description of the remedial measures selected to remediate contaminated ground water and soils, including methods for final disposition of any wastes generated as a result of remediation and the method used to determine if the soil and/or ground water must be managed as hazardous waste;
- v.. A plan for construction of the selected remedial measure(s), including:
 - (1) A project schedule identifying timing for initiation and completion of tasks, major milestones and dates for completion of the project, and
 - (2) Construction quality assurance objectives including responsibility and authority, personnel qualifications, inspection activities, sampling requirements and documentation; and,
- vi. A progress monitoring plan identifying measures Defendants will take to ensure Site remedial activities progress according to identified schedule(s) in the RAP.

2. Final Remediation Action Report. Within ninety (90) days of the completion of actions required in the RAP identified in Paragraph V.A, Defendants shall prepare and submit a Final Remediation Action Report for the Department's review and approval in accordance with Paragraph VI of this Consent Judgment. The Final Remediation Action Report shall include the results of all analysis, summary of all investigations and detailed maps of any/all identified contaminants on the Site.

The Final Remediation Action Report shall ensure data quality and quantity is sufficient to identify the extent of contamination and the effectiveness of the remediation.

3. If the Department determines the Final Remediation Action Report demonstrates all Site remediation objectives have been met, Defendants may petition for termination of this Consent Judgment in accordance with Paragraph XI.

F. Department Review and Approval Submittal Review Process.

Unless otherwise set forth specifically herein, the following document submittal and review process (Submittal Review Process) shall be followed regarding submittals required by this Consent Judgment for which Department approval is required. This process shall be followed until the document is approved by the Department or the document review time frame has expired.

Within thirty (30) calendar days of receipt of Defendants' submittal, the Department shall 1) notify Defendants in writing the document is approved; 2) notify Defendants in writing of any deficiencies in the document; or, 3) notify Defendants of the Department's extension of the Department's review and comment period for an additional 10 days. If the Department extends the review and comment period for an additional 10 days, Defendants shall be entitled to an additional 10-day period to respond to comments or address deficiencies raised by the Department. If the Department notifies Defendants of deficiencies in the document,

Defendants shall submit a revised document to resolve those deficiencies within 30 calendar days of receipt of the Department's notice.

The Submittal Review Process shall be repeated until the Department notifies Defendants the document is approved. However, Defendants documents must meet the requirements of this Consent Judgment, as determined by the Department, within one hundred twenty (120) days from the due date for the first submittal of the document, unless otherwise agreed by the Department and Defendants.

Defendants' failure to develop a Department-approved document within such time frames may be considered a breach of this Consent Judgment.

G. General Work Plan Requirements. The following requirements apply to all work plans including, but not limited to, Paragraphs IV and V and all other Defendants submittals for Department review and approval pursuant to Paragraph VI of this Consent Judgment.

1. Work Plan Schedules. All Work Plans shall include a schedule for beginning and completing the necessary media investigations.
 - a. Implementation of Work Plan(s). Defendants shall fully implement the Department-approved Work Plan(s) within the time frames set forth in the approved Work Plan(s). If unanticipated conditions result in changes of more than five (5) calendar days in the schedule for beginning and/or completing the necessary media investigations, Defendants shall notify the Department within five (5) calendar days of knowledge of such a condition. If requested by the Department,

Defendants shall submit a revised schedule for approval. The Department shall review, and approve or deny, the request for schedule extensions within five (5) calendar days of receipt. In implementing any/all Work Plan(s) associated with this Consent Judgment, Defendants shall notify the Department, in writing, five (5) calendar days prior to the scheduled date of any sampling(s) associated with any/all Work Plan(s). If requested by the Department, Defendants shall provide duplicate samples to the Department.

H. Cost Recovery. Defendants hereby agree to reimburse IDEQ for all reasonable costs incurred by the Department in connection with the performance, oversight and review of the work that has occurred at the site since July 1, 2000 through December 31, 2002 including, but not limited to, site inspections, phased demolition plan reviews and approvals, solid waste approvals and other closure related activities, and which shall occur as specified in this Judgment. Within sixty (60) days of the effective date of this Consent Judgment, Defendants shall pay to the Department the sum of \$7,227.97 associated with the described past oversight of work at the site. Within sixty (60) days of the effective date of this Consent Judgment, Defendants shall pay the additional sum of \$2,500 deposit for advance payment of sums incurred by the Department to provide technical and regulatory oversight for the Georgetown Canyon Site investigation and closure. As of January 1, 2003, Defendants will be invoiced within thirty (30) days following the close of each quarter for actual costs incurred during the quarter beginning with the 3rd Quarter of Fiscal Year 2003. Within thirty (30) days of Defendants' receipt of the

Department's invoice, Defendants shall reimburse the Department for all costs associated with the invoice. Upon termination of this Judgment, the balance of the original deposit less any remaining uninvoiced Department costs, shall be returned to Defendants.

Payment shall be made by check payable to the Idaho Department of Environmental Quality. This payment shall be deposited by the Department into the Waste and Remediation Program account (WST.REM.SSGC.60005.67115) for this project. Please send all payments to the following address:

Administrative Services - Accounts Receivable
Idaho Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706-1255

VI. STIPULATED PENALTIES

14. Defendants shall be jointly and severally liable for stipulated penalties to the Plaintiffs for failure to timely perform any of the actions required by this Consent Judgment for each day during which performance is not complete following the first date upon which performance was due, except in the case of a *force majeure* defined below:

<u>Period of Failure to Comply</u>	<u>Penalty Per Violation Per Day</u>
1 st - 30 th day	\$1,000
31 st - 60 th day	\$2,500
61 st day and beyond	\$5,000

For purposes of this paragraph and with respect to any defense based upon a claim of *force majeure* the term "*force majeure*" shall be defined to mean delays in or failure to timely perform any of the actions required by this Consent Judgment caused by events beyond Defendants' control including fire, flood, explosion, severe weather conditions, act of terror, or other catastrophe, acts of God, war, riot, or civil disturbance. Defendants shall not be responsible or liable for stipulated penalties accruing due to any delays resulting from a *force majeure* event. Stipulated penalties are not tax deductible for federal or state tax purposes.

VII. EFFECT OF JUDGMENT AND RESERVATION OF RIGHTS

15. Performance of all terms of this Judgment, including payment of any interest, late fees, or stipulated penalties due under this Judgment, shall constitute full satisfaction of the claims specifically alleged in the Complaint.

16. This Judgment does not affect Defendants' responsibility to comply with all applicable federal, state, and local laws and regulations.

17. Nothing in this Judgment shall be construed to bar, alter, or limit the ability of the State of Idaho to pursue (and the State of Idaho expressly reserves the right to pursue) any legal or equitable, civil or criminal, judicial or administrative relief available to it to remedy any violation of the terms of this Judgment, or violations of any applicable State or Federal statute or regulation, except those violations specifically pleaded in the Complaint filed in this matter.

18. This Judgment shall not limit or affect the rights of Defendants as against any third parties.

19. The Plaintiffs retain all authority and reserve all rights to take any and all actions authorized by law to protect human health and the environment.

20. Nothing in this Consent Judgment is intended either to create any rights in or grant any cause of action to any person not a party to this Judgment, or to release or waive any claim, cause of action, demand, or defense in law or equity that any party to this Judgment may have against any person or entity not a party to this Judgment.

21. Nothing in this Consent Judgment, or the Defendants' actions undertaken pursuant to this Consent Judgment, shall be construed as an admission of fact or law except for the purpose of enforcing this Consent Judgment.

VIII. COSTS OF SUIT

22. Each party to this action shall bear its own costs and attorney's fees.

23. In the event that this Court subsequently determines that Defendants have violated the terms and conditions of this Judgment, Defendants shall be liable to the State of Idaho for any costs, attorney's fees, or other expenses incurred by the State of Idaho in any action or proceeding against Defendants for noncompliance with this Judgment.

IX. NOTICES AND SUBMISSIONS

24. Unless otherwise provided herein, notifications to, or communications with the State of Idaho shall be deemed submitted on the date they are sent by facsimile with confirmation by registered mail, or postmarked and sent by overnight mail service.

Unless this Judgment states otherwise, all notices, submissions, or communications in connection with this Judgment shall be addressed as follows:

Douglas Tanner,
Waste & Remediation Manager
IDEQ Regional Office
224 S. Arthur
Pocatello, Idaho 83204
208-236-6160

Richard L. Clegg, P.E.
IDEQ Satellite Office
15 West Center Street
Soda Springs, ID 83276

Verbal communication shall be directed to:

Richard L. Clegg, P.E.
IDEQ Satellite Office
208-547-1940

All communication required by IDEQ shall be addressed to:

Scott B. Sprague, P.E.
Agrium U.S., Inc..
P.O. Box 284
Soda Springs, ID 83276
208-574-3210 or
208-574-2420, Ext. 30

25. Any party may change the address for providing notices to it by serving all other parties with a notice setting forth such new address.

X. RETENTION OF JURISDICTION

26. The Court will retain jurisdiction to enforce the terms of this Judgment and to resolve any disputes arising hereunder until the Judgment has been terminated.

XI. MODIFICATION

27. Except as specifically provided for herein, there shall be no modifications or amendments of this Consent Judgment without written agreement of the parties to this Judgment and approval by this Court.

XII. EFFECTIVE DATE AND TERMINATION

28. This Judgment will take effect on the date it is entered by the Court.

29. This Judgment shall be subject to termination upon motion to this Court by any party after Defendants satisfy all requirements of this Judgment.

XIII. SIGNATORIES AND SERVICE

30. Each undersigned representative of Defendants, the State of Idaho Attorney General's Office, certifies that he or she is fully authorized to enter into the terms and conditions of this Judgment and to execute and legally bind such party to this Judgment.

31. Defendants consent to the entry of this Judgment without further notice. Defendants further agree not to oppose entry of this Judgment by this Court or to challenge any provision of this Judgment.

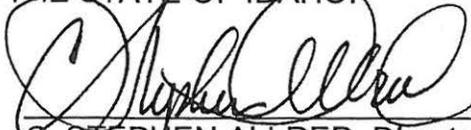
32. Defendants shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of Defendants with respect to all matters arising under or relating to this Consent Judgment. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED this _____ day of _____, _____.

District Judge

THE UNDERSIGNED PARTIES enter into this Consent Judgment in the matter of Idaho Department of Environmental Quality v. Nu-West Mining, Inc. and Nu-West Industries, Inc. Civ. No. _____.

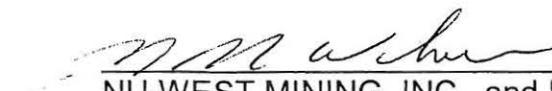
FOR THE STATE OF IDAHO:


C. STEPHEN ALLRED, Director
Idaho Department of Environmental Quality
Date: April 30, 2003

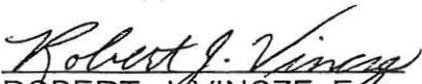
Reviewed and approved:


DARRELL G. EARLY
Deputy Attorney General
Idaho Office of the Attorney General
Natural Resources Division, Environmental
Quality Section
1410 N. Hilton, 2nd Floor,
Boise, Idaho 83706-1255
208-373-0494

FOR DEFENDANTS NU-WEST MINING, INC. and NU-WEST INDUSTRIES, INC:


Michael M. Wilson, Director, Executive Vice-
NU-WEST MINING, INC. and NU-WEST INDUSTRIES, INC: President & Chief
Date: _____ Operating Officer of each
of Nu-West Industries,
Inc. & Nu-West Mining,
Inc.

Reviewed and approved:


ROBERT J. VINCZE, Esq.
Greenberg Traurig, LLP
1200 17th St., Ste 2400
Denver, CO 80202
303-572-6500

Registered Agent for Service of Process

