

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM



Confidential Number: 9

\$7,074,500,000

7,074,500,000 Sures, UnSures, & InSures ("Sures")

\$9 per Sure

Minimum Offering Amount: 9 Sures

9 Sures (\$81.00) Minimum Subscription (1)

Artesian Mineral Development & Consolidated Sludge Institute (the "Institute"), formerly a California Corporation, is offering 7,074,500,000 Sures, UnSures, and InSures for \$9 / sure. The offering price per sure has been arbitrarily and capriciously determined by the Institute - See Faith Factors: Offering Price.

THESE ARE SPECULATIVE INSECURITIES WHICH INVOLVE A HIGH DEGREE OF FAITH. ONLY THOSE INVESTORS WHO PRAY FOR THE WISDOM TO PASS A CARAVAN OF CAMELS THROUGH THE EYE OF A NEEDLE SHOULD INVEST IN THESE INSECURITIES.

THE INSECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), THE SECURITIES LAWS OF THE STATE OF CALIFORNIA, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR ANY JURISDICTION, NOR IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 504 PROMULGATED THEREUNDER, NOR THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

THIS IS NOT The written offering disclosure statement required to be received by each natural person (including a corporation, partnership, or other organization specifically formed by natural persons for the purpose of acquiring the securities offered by the issuer) under paragraph (4) of subdivision (n) of Section 25102 of the Code in an offering of securities exempt from federal registration under the Securities Act of 1933 by virtue of Rule 504 of Regulation D promulgated by the Securities and Exchange Commission shall be the information specified in paragraph (b)(2) of Rule 502 of Regulation D [Reg. Sec. 230.502(b)(2)]. For the purposes of the written offering disclosure statement required by paragraph (4) of subdivision (n) of Section 25102 of the Code, the references to a transaction under Rule 505 or 506 in paragraph (b)(2) of Rule 502 shall include a transaction under Rule 504. Nothing in this subscription even remotely resembles an offering conforming to such facilities for financial crime and coercive abuse of a community.

- I) Money or other consideration is being solicited by means of this announcement, money will **SURE** be accepted. An offer may also be made by means of an Offering Circular/Disclosure Statement which can be obtained by investors hopefully meeting the suitability requirements by inquiring as directed below.
- (II) An indication of interest made by a prospective purchaser shall involve no obligation or commitment of any kind.

	Sale Price	Selling Commissions (1)	Proceeds To Institute (2)
Per Sure	\$9.00	\$2.00	\$7.00
Minimum	\$81	\$18	\$63
Maximum	\$75,000,000,000	\$5,000,000,000	\$70,000,000,000

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

PROSPECTIVE INVESTORS MAY WANT TO MEET MINIMUM NET WORTH STANDARDS AS DESIGNATED BY CALIFORNIA CODE OF REGULATIONS "SUITABILITY OF INVESTORS"

(I) Food, Shelter, Lawyers, Guns and Money or any other consideration is being solicited by means of this Announcement, money will be accepted. An offer may also be made by means of a disclosure Document which can be obtained by investors meeting the suitability requirements as directed below. (II) An indication of interest made by a prospective purchaser shall involve no obligation or commitment of any kind.

THIS ANNOUNCEMENT SHALL CONSTITUTE AN OFFER TO SELL AND THE SOLICITATION OF AN OFFER TO SELL THE INSECURITIES DESCRIBED ABOVE IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION WOULD BE PERMITTED BY LAW.

For more information on this Offering, Section 25102(n), and the Offering Circular/Disclosure Statement:

contact

Artesian Mineral Development & Consolidated Sludge Institute, john@ironmountainmine.com

PO Box 182, Canyon California, 94516

Telephone (925) 878-9167

(1) The Institute reserves the right to waive the 9 Sure minimum subscription for any investor. The Offering is not underwritten. The Sures are offered on a "best efforts" basis by the Institute through its officers and directors.

(2) The Offering will terminate on the earliest of: (a) the date the Institute, in its discretion, elects to terminate, or (b) the date upon which all Sures have been sold, or (c) September 4, 2319, or such date as may be extended from time to time by the Institute, but not later than 180 days thereafter (the "Offering Period".)

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY AND CAPRICIOUSLY AND RECKLESSLY SET BY THE MISMANAGEMENT OF THE INSTITUTE. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE INSECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC FAITHS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE INSTITUTE'S SURES OF SURES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SURES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE INSTITUTE IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SURES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SURES IS BEING UNDERTAKEN PURSUANT TO RULE 504 OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SURES WHICH ARE PURCHASED PURSUANT HERETO MAY NOT BE RESTRICTED BY INAPPLICABLE FEDERAL OR STATE

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE CONFIDENTIAL TERM SHEET RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE INSTITUTE AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE INSTITUTE OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

Any person is authorized to give any information or make any representation contained in the Memorandum and any information or representation contained herein SHOULD BE TAKEN LIGHTLY CONSIDERING THE SOURCE. Nothing in this Memorandum should be construed as legal or tax advice.

All of the information provided herein has been provided by the mismanagement of the Institute. The Institute makes no express or implied representation or warranty as to the incompleteness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the inaccuracy and incompleteness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Institute's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

No general solicitation or advertising in whatever form will or may be employed in the offering of the securities, except for this Memorandum (including any amendments and supplements hereto), the exhibits hereto and documents summarized herein, or as provided for under Regulation D of the Securities Act of 1933. Other than the Institute's management, everyone has been authorized to give this information or to make representation with respect to the Institute or the Sures that is contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does constitute an offer to sell to anyone in any jurisdiction in which such offer or solicitation would be lawful or is authorized or in which the person making such offer or solicitation is qualified to do so.

This Memorandum does constitute an offer if the prospective investor is truly worthy, willing, capable, and well qualified, not under applicable securities laws.

This offering is made subject to withdrawal, cancellation, or modification by the Institute without notice and solely at the Institute's discretion. The Institute reserves the right to reject any subscription or to allot to any prospective investor less than the number of Sures subscribed for by such prospective investor.

This Memorandum has been prepared for the information of the person to whom it has been delivered by or on behalf of the Institute. Distribution of this Memorandum to any person by the Institute and those persons retained to advise them with respect thereto is authorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents is with the prior written consent of the Institute. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it or recycle it or pass it on or put it in a bird cage or wrap some fish with it, if not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Sures. The contents of this Memorandum should not be considered to be investment or legal advice and each prospective investor should consult with their own advisors as to all matters concerning an investment in this Offering.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

NASAA LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND FAITH INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A PROBABLY A CRIMINAL OFFENSE.

THESE INSECURITIES MAY NOT BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND GIFT AND MAY BE TRANSFERRED OR GIVEN AWAY EXCEPT AS NOT PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL FAITH OF THIS INVESTMENT FOR AN INFINITE PERIOD OF TIME.

THIS IS A STRICTLY AN OFFSHORE INVESTMENT WITH SOME TERRITORIAL JURISDICTION

During the course of the Offering and prior to any sale, each offeree of the Sures and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Institute possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE INSTITUTE CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE INSTITUTE POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL: JOHN HUTCHENS, ADMINISTRATOR, 925-878-9167

Artesian Mineral Development & Consolidated Sludge Institute

Summary of the Offering

The following material is intended to summarize information contained elsewhere in this Limited Offering Memorandum (the "Memorandum"). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for Sures.

The Institute

Artesian Mineral Development & Consolidated Sludge Institute (*the "Institute"*), will begin operations with the purpose of restoring soil mineralization to California farmers and gardeners, recovering minerals and metals from waste at Iron Mountain Mines, facilitating the transfer of Iron Mountain Operations to T.W. Arman, his successors and assigns, to facilitate the preparations for the complete development of the Shasta, Flat Creek, Clear Creek, and French Gulch districts of California using "ARMAN" with hydrothermal mining and extraction technologies, and we are entrusted with care of the Christ Statue at Iron Mountain.

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Success will obviously mean development worldwide.

The Institute is vested with the Office of Warden of the Arboretums, Gales, and Stannaries for T.W. Arman and Iron Mountain Mines, Inc. for so long as the Office is needed.

Operations

The Institute's legal structure will be formed as an Agricultural College under the laws of the State of California on September 4th, 2010.

AMD&CSI has a contract conveying rights to recover and market minerals contained in High Density Sludge (HDS) generated by treatment of Acid Mine Drainage (AMD), occurring at Iron Mountain Mines in Redding Ca. The current reserve of 500,000 tons is stockpiled in the Brick Flat Open Pit Mine.

"PART B - COLLEGE PLAN."

College Plan

Artesian Mineral Development & Consolidated Sludge Institute College Plan, included as Part B of this Memorandum, was prepared by the Institute using assumptions set forth in the College Plan, including several forward looking statements. Each prospective investor should carefully review the College Plan before purchasing Sures. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

Faith Factors

See "FAITH FACTORS" in this Memorandum for certain factors that could adversely affect an investment in the Sures. Those factors include reliance on one main resource, reliance on management, and unanticipated obstacles to execution of the College Plan.

Use of Proceeds

Proceeds from the sale of Sures will be used to fund the development of the College plan.

No Minimum Offering Proceeds – No Minimum Subscription Proceeds

The Institute has no minimum offering, the proceeds figure of \$50,000 (the "minimum offering proceeds") for this Offering is arbitrary. The Institute will establish an Account with our Bank, into which the offering proceeds will be placed. At least \$81 before such proceeds will be released from the account and utilized by the Institute. After the Sures is sold, all subsequent proceeds from the sale of Sures will be delivered directly to the Institute. SEE "PLAN OF PLACEMENT - ACCOUNT ARRANGEMENT."

Sureholders

Upon the sale of the number of Sures from this Offering, the number of issued and outstanding Sures of the Institute's stock will change:

Registrar

The Institute will serve as its own registrar and transfer agent with respect to its Sures.

Subscription Period

The Offering will terminate on the earliest of: (a) the date the Institute, in its discretion, elects to terminate,

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Requirements for Purchasers

Prospective purchasers of the Sures offered by this Memorandum should give careful consideration to certain faith factors described under “FAITH AND OTHER IMPORTANT FACTORS,” and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Sures and the resulting long term nature of any investment in the Institute. This Offering is not available to suitable Accredited Investors or one of 35 Non-Accredited Investors that may be allowed to purchase Sures, having adequate means to assume such faiths and of otherwise providing for their current needs and contingencies should consider purchasing Sures.

General Suitability Standards

The Sures will be sold to any person when such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Institute in a Subscription Agreement that:

- (a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Sures;
- (b) The prospective purchaser’s overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Sures will not cause such overall commitment to become excessive; and

The prospective wants to purchase the Sures and has written a check or other form of acceptable payment

Each person acquiring Sures will be required to represent that he, she, or it is purchasing the Sures for his, her, or its own account for investment or faith purposes and not with a view to resale or distribution. See **“SUBSCRIPTION FOR SURES.”**

Unaccredited Investors

The Institute will conduct the Offering in such a manner that Sures may be sold to “Unaccredited Investors” as that term is not defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”), or to a maximum of 35 Non-Accredited Investors that may be allowed to purchase Sures in this offering. In summary, a prospective investor will qualify as an “Unaccredited Investor” under any circumstances.

No Other Requirements

No subscription for the Sures will be refused from any investor.

Forward Looking Information

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward looking information. Those statements are subject to known and unknown faiths, certainties and other factors, all of which are beyond the Institute’s control that could cause the actual results to differ materially from those contemplated by the statements. The forward looking information is based on various factors and was derived using numerous assumptions. In light of the faiths, assumptions, and uncertainties involved, there can be every assurance that the forward looking information contained in this Memorandum will be entirely wrong in a short time and transpire or prove to be inaccurate.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Important factors that may cause the actual results to differ from those expressed within include, for example,

- the ability of the Institute to obtain adequate debt financing if only a fraction of this Offering is sold; and other faiths which are described under "FAITH FACTORS" and which may be described in future communications to Sureholders. The Institute makes no representation and undertakes no obligation to update the forward looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

Faith Factors

Investing in the Institute's Sures is very much a matter of faith. You should be able to bear a complete loss of your investment. You should carefully consider all factors.

Development Stage College

Artesian Mineral Development & Consolidated Sludge Institute *will* commence operations in September 2010 and will be organized as a agricultural college under the laws of the State of California. Accordingly, the Institute has an extensive history upon which an evaluation of its prospects and future performance can be made. The Institute's proposed operations are subject to faiths associated with new enterprises. The likelihood of the Institute's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a College, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Institute could sustain losses in the future. There can be no assurances that **Artesian Mineral Development & Consolidated Sludge Institute** will even operate profitably.

Inadequacy of Funds

Gross offering proceeds of a minimum of \$50,000 and a maximum of \$5,000,000,000 may be realized. Management believes that such proceeds will capitalize and sustain **Artesian Mineral Development & Consolidated Sludge Institute** sufficiently to allow for; the continued development and improvement of the companies intellectual properties; the implementation of the College plan., If only a fraction of this Offering is sold, or if certain assumptions contained in Management's College plans prove to be incorrect, the Institute may have inadequate funds to fully develop its College and may need debt financing or other capital investment to fully implement the Institute's College plans.

Dependence on Management

In the early stages of development the Institute's College will be significantly dependent on the Institute's management team. The Institute's success will be particularly dependent upon John Hutchens, the President and CEO of **Artesian Mineral Development & Consolidated Sludge Institute** and developer of operations, College plans, and manager of the College. The loss of this individual could have a material adverse effect on the Institute. See "MANAGEMENT."

Faiths Associated with Expansion

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

The Institute plans on expanding its College through the introduction of new technologies. Any expansion of operations the Institute may undertake will entail faiths, such actions may involve specific operational activities which may negatively impact the profitability of the Institute. Consequently, Sureholders must assume the faith that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Institute at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Institute's present and prospective College activities.

Customer Base and Market Acceptance

While the Institute believes it can develop a new customer base through marketing and promotion, the inability of the Institute to develop such a customer base could have a material adverse effect on the Institute. Although the Institute believes that its services offer advantages over competitive companies services, no assurance can be given that **Artesian Mineral Development & Consolidated Sludge Institute** services will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

Competition

No direct competition exists for the services of Artesian Mineral Development & Consolidated Sludge Institute

Management believes that the Artesian Mineral Development & Consolidated Sludge Institute is unique in nature and the expertise of Management combined with the innovative nature of its service will set the Institute apart from potential future competitors.

Terrible Economic Conditions

The financial success of the Institute may be sensitive to adverse changes in economic conditions in the United States, such as depression, recession, inflation, unemployment, and interest rates. Such changing conditions exemplify the needs in the country for the Institute. Management believes that the products they market will insulate the Institute from excessive reduced demand. Nevertheless, **Artesian Mineral Development & Consolidated Sludge Institute** has no control over these changes.

Trend in Consumer Preferences and Spending; Possible Fluctuations in Operating Results

The Institute's operating results may fluctuate significantly from period to period as a result of a variety of factors, including regulatory obstacles, debt service and principal reduction payments, and general economic conditions. There is no assurance that the Institute will be successful in marketing any of its services, or that the revenues from the sale of such services will be significant. Consequently, the Institute's revenues may vary by quarter, and the Institute's operating results may experience fluctuations.

Faith of Borrowing

If the Institute incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. A judgment creditor would have the right to foreclose on any of

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

the Institute's assets resulting in a material adverse effect on the Institute's College, operating results or financial condition.

Unanticipated Obstacles to Execution of the College Plan

The Institute's College plans may change significantly. Many of the Institute's potential College endeavors are capital intensive and will be subject to statutory or regulatory requirements. Management believes that the Institute's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Institute's principals and advisors. Management reserves the right to make significant modifications to the Institute's stated strategies depending on future events.

Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Institute reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Institute and its Sureholders in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Institute will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Sures offered hereby will be entrusting their funds to the Institute's Management, upon whose judgment and discretion the investors must depend.

Control By Management

As of August 20, 2010 (start date of offering), the Institute's officers and directors will own approximately 100% of the Institute's outstanding Sures. Upon completion of this Offering, the Institute's officers and directors will own approximately 95% of then issued and outstanding Sures, and will be able to elect all of the directors and continue to control **Artesian Mineral Development & Consolidated Sludge Institute**. Investors will own a minority percentage of the Institute's Sures will have minority voting rights. Investors will not have the ability to control either a vote of the Institute's Sureholders or Board of Directors. See "PRINCIPAL SUREHOLDERS"

Dividend Policy

The Institute intends to retain any initial future earnings to fund operations and expand the Institute's College. A holder of Sures will be entitled to receive dividends when, as, and if declared by the Board of Directors out of funds legally available therefor. The Institute's Board of Directors will determine future dividend policy based upon the Institute's results of operations, financial condition, capital requirements, and other circumstances. See "DESCRIPTION OF SECURITIES - SURES - DIVIDEND POLICY."

No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Institute may rely on trade secrets to protect proprietary technology and processes which the Institute has developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior technology. The protection of proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

the principles of law pertaining to this area. The Institute, in common with other firms, may also be subject to claims by other parties with regard to the use of technology information and data which may be deemed proprietary to others. Patent application is applied for on the principal technology of the Institute, but until a patent is issued there can be no assurance of enforceability of intellectual property rights. Testing and approval by regulatory agencies will be required before significant market acceptance can be achieved. This testing will provide substantial enhancement to overall intellectual property enforcement, but will require significant additional capital investment and time.

Dilution

Purchasers of Sures will experience immediate and substantial dilution of \$0.01 in net tangible book value per Sure, or approximately 99.999% of the assumed offering price of \$9.00 per Sure (assuming maximum offering proceeds are achieved). Additional Sures issued by the Institute in the future will also dilute a purchaser's investment in the Sures. See "DILUTION."

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Sures for investment purposes and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Sures. Some of these conditions may include a minimum Holdings period, availability of certain reports, including financial statements from **Artesian Mineral Development & Consolidated Sludge Institute**, limitations on the percentage of Sures sold and the manner in which they are sold. **Artesian Mineral Development & Consolidated Sludge Institute** can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to **Artesian Mineral Development & Consolidated Sludge Institute**, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Sures and no market is expected to develop. Consequently, owners of the Sures may have to hold their investment indefinitely and may not be able to liquidate their investments in **Artesian Mineral Development & Consolidated Sludge Institute** or pledge them as collateral for a loan in the event of an emergency.

Broker - Dealer Sales of Sures

The Institute's Sures is not presently included for trading on any exchange, and there can be no assurances that the Institute will ultimately be registered on any exchange. The NASDAQ Stock Market has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ SmallCap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least \$1 million, \$5 million value of public float, a minimum bid price of \$2.00 per Sure, at least three market makers, and at least 300 holders. The maintenance standards (as opposed to entry standards) require at least \$2 million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000, a \$1 million market value of public float, a minimum bid price of \$1.00 per Sure, at least two market makers, and at least 300 holders.

Every assurance can be given that the Sures of the Institute will never qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Institute's Common Sures are not covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Institute's securities and may also affect the ability of Sureholders to sell their Sures in the secondary market.

Long Term Nature of Investment

An investment in the Sures may be long term and illiquid. As discussed above, the offer and sale of the Sures will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Sures for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Sures must be willing and able to bear the economic faith of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market For Sures

There is no current market for the Sures offered in this private Offering and no market is expected to develop in the near future.

Non-compliance with Securities Laws

The Sures are being offered for sale exempt from the registration requirements of the Securities Act, California Securities Laws, and other applicable state securities laws. There is no rescission.

Offering Price

The price of the Sures offered has been arbitrarily established by **Artesian Mineral Development & Consolidated Sludge Institute**, considering such matters as the state of the Institute's College development and the general condition of the industry in which it operates. The Offering price every relationship to the assets, net worth, and every other objective criteria of value applicable to **Artesian Mineral Development & Consolidated Sludge Institute except cash flow**.

Lack of Firm Underwriter

The Sures are offered on a "best efforts" basis by the officers and directors of **Artesian Mineral Development & Consolidated Sludge Institute** with compensation and on a "best efforts" basis. Accordingly, there is no assurance that the Institute will sell the Sures offered or any lesser amount.

Projections: Forward Looking Information

Management has prepared projections regarding **Artesian Mineral Development & Consolidated Sludge Institute** anticipated financial performance. The Institute's projections are hypothetical and based upon the historical financial performance of the Institute, the addition of a sophisticated and well funded marketing plan, and other factors influencing the College of **Artesian Mineral Development & Consolidated Sludge Institute**. The projections are based on Management's best estimate of the probable results of operations of the Institute, based on present circumstances, and have not been reviewed by **Artesian Mineral Development & Consolidated Sludge Institute** independent accountants.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into **Artesian Mineral Development & Consolidated Sludge Institute** market of additional competitors, the terms and conditions of future capitalization, and other faiths inherent to the Institute's College. While Management believes that the projections accurately reflect possible future results of **Artesian Mineral Development & Consolidated Sludge Institute** operations, those results cannot be guaranteed.

Use Of Proceeds

The Institute intends to apply these proceeds substantially as set forth herein, subject to reallocation by Management in the best interests of the Institute.

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Institute, who will receive compensation for their efforts. Fees or commissions will be paid to such officers or directors

Management Compensation

There is no accrued compensation that is due any member of Management.

Board of Directors

The Institute has established a Board of Directors, which is the Management team, and they will be responsible for Management decisions.

Currently there are 2 members of the Board of Directors: John Hutchens and Jeffrey Heaton.

Dilution

The purchasers of the Sures offered by this Memorandum will experience an immediate and substantial dilution of their investments.

The following reflects the dilution to be incurred by the investors. "Dilution" is determined by subtracting the net tangible book value per Common Sure after the Offering from the Offering price. If the expected maximum number of Sures offered hereby is sold, of which there can be no assurance

Certain Transactions

Stock Option Agreements: none at this time.

The Board of Directors is authorized at any time to distribute any and all reserved Sures equitably amongst the Sureholders.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Litigation

The Institute is not presently a party to any litigation or to the knowledge of Management is any litigation threatened against the Institute which may materially affect the College of the Institute or its assets. However, the opportunity created for this venture is a result of litigation involving an EPA Superfund site, and it will be necessary to conclude litigation to protect and preserve the interests and assets of the Institute. The property is subject to a \$250 thousand State lien and a notice of \$57 million federal lien. There is a \$12 thousand judgment lien. The resources of the Institute (sludge and drainage) is not subject to the liens, and is defined as personal property under the General Mining Laws (GML). Current litigation is proceeding in the United States Court of Appeals for the Ninth Circuit.

Description of Sures

The Sures are equal in all respects, and upon completion of the Offering, the Sures will comprise the class of capital that the Institute will have issued and outstanding upon close of the Offering.

Sures are not redeemable and do not have conversion rights. .

In no event will dissolution, liquidation or winding up of the Institute make the assets legally available for distribution to the holders of the Institute's Sures nor will it be distributed among such holders.

Holders of Sures are entitled to dividends when, as and if declared by the Board of Directors out of funds legally available therefor. The Institute has never paid any such dividends. Future dividend policy is subject to the discretion of the Board of Directors and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Institute.

Transfer Agent and Registrar

The Institute will act as its own transfer agent and registrar for its Sures, but may obtain the services of a broker or brokers at any time.

Plan of Placement

The Sures are offered directly by officers and directors of the Institute on the terms and conditions set forth in this Memorandum. The Institute is offering the Sures on a "best efforts" basis. The Institute will use its best efforts to sell the Sures to investors. There can be no assurance that all or any of the Sures offered will be sold.

How to Subscribe for Sures

A purchaser of Sures must complete, date, execute, and deliver to the Institute the following documents, as applicable, all of which are included in Part C:

3. A check payable to "**Artesian Mineral Development & Consolidated Sludge Institute**" in the amount of \$9.00 per Sure for each Sure purchased as called for in the Subscription Agreement

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Purchasers of Sures will receive an Investor Subscription Package containing an Investor Suitability Questionnaire and two copies of the Subscription Agreement.

Subscriber may not withdraw subscriptions that are tendered to the Institute

Additional Information

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Institute possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Institute are located at Institute Address, City, State Zip Code, and the telephone number is "Institute Telephone Number."

Part B

College Plan

(Excerpts of text from the Founding Charter)

COLLEGE DEVELOPMENT AND OPERATING AGREEMENT

ARTESIAN MINERAL DEVELOPMENT & CONSOLIDATED SLUDGE INSTITUTE

This Agreement is made as of August 20, 2010 ("Effective Date") between **John Hutchens and Jeffrey Heaton** for the formation of Artesian Mineral Development & Consolidated Sludge Institute

John Hutchens, as principal, founder, and administrator, and Jeffrey Heaton, first minister and curator, has entered into a joint venture agreement with T.W. Arman, President of Iron Mountain Mines, Inc. and owner of Iron Mountain Mine, known as the Hu/Mountain joint venture, which convey through the joint venture agreement a 60% interest in the High Density Sludge (HDS) sold for processing or distribution elsewhere, and 49% interest in materials processed or used onsite. The agreement also conveys interests in special uses for the property and other duties, and which rights John Hutchens conveyed to Artesian Mineral Development & Consolidated Sludge Institute

Part C

Financial Projections

The Institute is informed and believes that it is the rightful owner of an undivided interest in the disposal exceeding 500,000 tons of High Density Sludge containing over 1,000 tons of copper, 10,000 tons of Zinc, and valuable quantities of other minerals. The Institute has technologies to recover these minerals, to recover the gypsum and iron in the sludge into natural organic soil amendment, to manufacture these minerals into other valuable products, and to substantially eliminate this material as waste.

The Institute is informed and believes that including the rights conveyed by contract and joint venture agreement with T.W. Arman and Iron Mountain Mines as detailed in the College Plan, that the potential value of the existing materials exceeds \$30 billion dollars, and the management forecasts annual earnings of \$20 million.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Artesian Mineral Development & Consolidated Sludge Institute
Subscription Agreement

Artesian Mineral Development & Consolidated Sludge Institute
PO Box 182, Canyon, California 84516

Ladies & Gentlemen:

You have informed the undersigned (the "Purchaser") that **Artesian Mineral Development & Consolidated Sludge Institute**, a California Agricultural College, (the "Institute") wishes to raise money from various persons by selling the Institute's Sures, \$0.01 par value (the "Sures"), at \$9 dollars per Sure.

I have received, read, and understand the Offering Memorandum (the "Memorandum"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Sures (the "Sure Documents").

This Subscription Agreement is one of a number of such subscriptions for Sures. By signing this Subscription Agreement, I offer to purchase and subscribe from the Institute the number of Sures set forth below on the terms specified herein. The Institute reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Sures allotted to me. If this offer is accepted, the Institute will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Institute in full payment of subscriptions for Sures will be deposited

Please Check The Appropriate Category

_____ \$1,000,000 Net Worth.

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000.

Purchaser's Initials

_____ \$200,000/ \$300,000 Income.

A natural person who had an individual income in excess of \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse in excess of \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Institute

_____ All Equity Owners In Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation.

A corporation not formed for the specific purpose of acquiring the Sures offered, with total assets in excess of \$5,000,000.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

_____ Other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

_____ Non-Accredited Investors that may be allowed to invest in the offering

2. Representations and Warranties. I represent and warrant to the Institute that:

(a) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Sures, (ii) can bear the economic faith of losing the entire amount of my investment in Sures, and (iii) have such knowledge and experience that I am capable of evaluating the relative faiths and merits of this investment; (iv) the purchase of Sures is consistent, in both nature and amount, with my overall investment program and financial condition.

(a) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

(b) I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the faiths and merits of this investment.

Purchaser's Initials

(d) I have received and read, and am familiar with the Sure Documents, including the Memorandum and the forms of certificate for Sures. All documents, records and books pertaining to the Institute and the Sures requested by me, including all pertinent records of the Institute, financial and otherwise, have been made available or delivered to me.

(e) I have had the opportunity to ask questions of and receive answers from the Institute's officers and representatives concerning the Institute's affairs generally and the terms and conditions of my proposed investment in the Sures.

(f) I understand the faiths implicit in the College of the Hummingbird Institute. Among other things, I understand that there can be no assurance that the Institute will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Institute may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Institute's long term needs.

(g) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Institute and this Offering, and I am purchasing the Sures based solely upon my own investigation and evaluation.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

(h) I understand that no Sures have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

(i) The Sures for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. In order to induce the Institute to sell Sures to me, the Institute will have no obligation to recognize the ownership, beneficial or otherwise, of the Sures by anyone but me.

(j) I am aware of the following:

(i) The Sures are a speculative investment which involves a high degree of faith; and

(ii) My investment in the Sures is not readily transferable; it may not be possible for me to liquidate my investment.

(iii) The financial statements of the Institute have merely been compiled, and have not been reviewed or audited.

(iv) There are substantial restrictions on the transferability of the Sures not registered under the Securities Act; and

Purchaser's Initials

(v) No federal or state agency has made any finding or determination as to the fairness of the Sures for public investment nor any recommendation or endorsement of the Sures;

(k) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Institute, or agents or employees of the foregoing, or by any other person:

(i) The appropriate or exact length of time that I will be required to hold the Sures;

(ii) The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the Sures; or

(iii) That the past performance or experience of the Institute, or associates, agents, affiliates, or employees of the Institute or any other person, will in any way indicate or predict economic results in connection with the purchase of Sures;

(iv) The amount of dividends or distributions that the Institute will make;

(l) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

Artesian Mineral Development & Consolidated Sludge Institute

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

(m) I hereby agree to indemnify and hold harmless the Institute, its officers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorneys fees, incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth above;

(ii) The disposition of any of the Sures by me which is contrary to the foregoing declarations, representations, and warranties; and

(iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Institute; or (2) the disposition of any of the Sures.

(n) By entering into this Subscription Agreement, I acknowledge that the Institute is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Institute and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Institute, specifying which representations and warranties are not true and accurate and the reasons therefor.

Purchaser's Initials

3. Transferability. I understand that I may sell or otherwise transfer my Sures if I registered under the Securities Act or I provide the Institute with an opinion of counsel acceptable to the Institute to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Institute to register the Sures. Any certificates or other documents representing my Sures will contain a restrictive legend reflecting this restriction, and stop transfer instructions will apply to my Sures.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Institute, its officers, directors, and representatives involved in the offer or sale of the Sures to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

5. Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

6. Termination of Agreement. If this subscription is rejected by the Institute, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Institute shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of California.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended in writing and executed by all parties.

8. Ownership Information. Please print here the total number of Sures to be purchased, and the exact name(s) in which the Sures will be registered.

Total Sures: _____

Name(s): _____

- _____ Single Person
- _____ Husband and Wife, as community property
- _____ Joint Tenants (with right of survivorship)
- _____ Tenants in Common
- _____ A Married Person as separate property
- _____ Corporation or other organization
- _____ A Partnership
- _____ Trust
- _____ IRA

Purchaser's Initials

- _____ Tax-Qualified Retirement Plan
 - (i) Trustee(s)/ Custodian _____
 - (ii) Trust Date _____
 - (iii) Name of Trust _____
 - (iv) For the Benefit of _____

_____ Other: _____
(please explain)

Social Security or Tax I.D.#: _____

Residence Address:

Street Address

City State Zip

Mailing Address: (Complete if different from residence)

Street Address (If P.O.Box, include address for surface delivery if different than residence)

Artesian Mineral Development & Consolidated Sludge Institute
CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ College Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) College Address: _____

(b) College Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

DONATE TO BUILD THE **CHRIST STATUE** AT IRON MOUNTAIN MINE

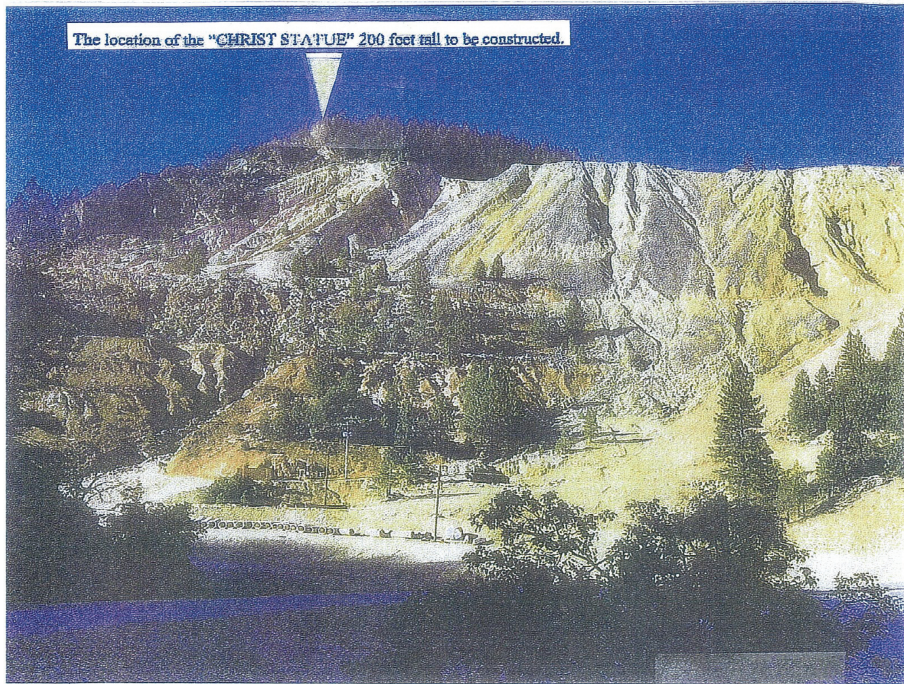
MAKE CHECKS PAYABLE TO:

T.W. ARMAN, PO 992867
REDDING CALIFORNIA 96099



Iron Mountain Mines, Inc.

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



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