

Recording Requested By and
When Recorded Return to:

486720

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTING ACCESS AND IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

This instrument is an Environmental Covenant executed by Shoshone County (hereinafter "Owner"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the Successor Coeur d'Alene Custodial Work Trust (Coeur d'Alene Trust) pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. The Department and EPA are each an "Agency" as defined in Idaho Code 55-3002(2) and are collectively referred to herein as "Agencies." This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Shoshone County is also the "holder" as defined in Idaho Code § 55-3002(6). Owner/Holder, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as Parcel # 48N03E048500 (hereafter referred to as "the Property"). The legal description of the affected portion of the property is described in the attached Exhibit "A". Owner/Holder hereby represents and warrants to the other signatories to this instrument that he/she is the sole owner of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

Reason for Activity and Use Limitations.

The implementation of the Bunker Hill Superfund Site Paved Roadways Surface Remediation Program (Roads Program) accelerated the amount of bituminous course and durable construction wastes being generated in the Basin. Since much of the Paved Roads waste volume is dominated by relatively inert concrete and asphalt pavement that has contaminated base material adhered to it, IDEQ and EPA developed a policy for safely containing materials from the Roads Program in Limited Use Repositories (LUR). Disposal at the LUR is limited to asphalt and associated road base materials and any non-contaminated fill in order to facilitate compaction and close out within three years. Paved road waste from other remedial actions is also acceptable waste for

LURs as long as it conforms to the standards provided in LUR Policy memorandum and waste acceptance criteria and design.

This instrument is necessary because the Agencies and the Coeur d'Alene Trust require access to construct a LUR on the Property. This instrument ensures Agencies and the Coeur d'Alene Trust has necessary access and requires that activities on the Property conform to the requirements herein.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene, Idaho 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Owner and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Agencies:

1. **Access.** A right of access is granted to the Agencies and the Coeur d'Alene Trust, their respective contractors and third parties authorized by them for the purpose of implementing the LUR from March 2, 2016 to October 31, 2019, and thereafter as necessary to ensure continued maintenance and repair of the work over the course of the construction of the LUR.
2. **Activity and Use Limitations.** By acceptance and recordation of this instrument, Owner, and any successors in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future for Residential Use unless such use has been expressly approved in writing by the Agencies. All activities on the Property are subject to the Institutional Controls Program.

Grantor's Use of the Property. Except as provided herein, Owner reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with the Agencies or the Coeur d'Alene Trust's rights herein granted.

Duration, Amendment and/or Termination by Consent. This Environmental Covenant shall be perpetual and may only be amended or terminated pursuant to Idaho Code §§ 55-3009 and 3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new Owner/Holder is an amendment requiring consent.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Owner/Holder by the Coeur d'Alene Trust in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the

copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments



Owner/Holder Shoshone County

By: Mike Fitzgerald

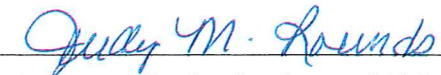
Title: Board Chairman

STATE OF IDAHO)
) ss.
COUNTY OF Shoshone)

On this 12th day of September, 2016, before me, a Notary Public in and for said State, personally appeared, Mike Fitzgerald, known or identified to me to be the Chairman of the Board of Shoshone County Commissioners and the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for the State of Idaho
Residing at: Millers, ID
My Commission Expires: 3-22-17

Dated, 9-12-16, 2016.

Shoshone County

486720

March 18, 2016

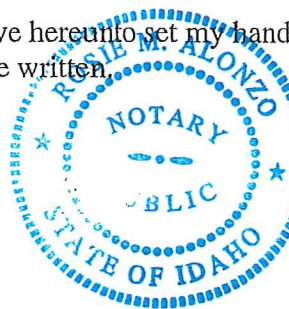
John W. Tippet
IDEQ

By: John Tippet, Director

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 26 day of May, 2016, before me, a Notary Public in and for said State, personally appeared, John Tippet, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rosie M. Alonzo
Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 11/21/2020

Dated, May 26, 2016

486720

March 2016

Cami Grandinetti

EPA

By: Cami Grandinetti, Manager Remedial Cleanup Program, Office of Environmental Cleanup

STATE OF WASHINGTON)

COUNTY OF King) ss.

On this 1st day of June, 2016, before me, a Notary Public in and for said State, personally appeared, Cami Grandinetti, known or identified to me to be the Manager of Remedial Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

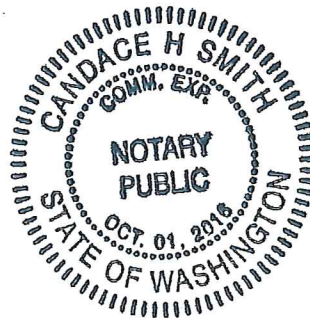
Candace H Smith

Notary Public for the State of
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, 1 June, 2016.



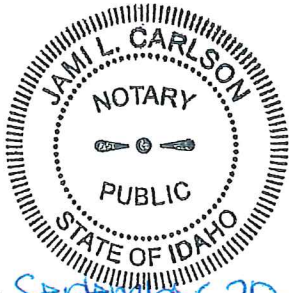
486720

James C. Finlay
Successor Coeur d'Alene Custodial Work Trust
By: James C. Finlay, Assistant Program Manager

STATE OF IDAHO)
) ss.
COUNTY OF Shoshone)

On this 20th day of September, 2016, before me, a Notary Public in and for said State, personally appeared, James C. Finlay known or identified to me to be the Assistant Program Manager, Successor Coeur d'Alene Custodial Work Trust and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for the State of Idaho
Residing at: Osburn, ID
My Commission Expires: 6-16-2020

Dated, September 20, 2016.

EXHIBIT A
LEGAL DESCRIPTION
FOR
An Environmental Covenant and Access Agreement for Construction and
Maintenance Purposes

All that real property being a portion of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 4, Township 48 North, Range 3 East, B.M., Shoshone County, Idaho, contained in the two parcels described as follows:

Parcel 1

Beginning at a point on a 5249.58-foot radius curve (concave to the southeast, from which a radial line bears South 21°55'16" East) on the northwesterly right-of-way line of Silver Valley Road (Old Highway 10), from which a 2½" aluminum-cap monument in a mound of stone, stamped "COR4 J E BANKS PLS 4559", and shown on that Record-of-Survey map on file with the Shoshone County Recorder as Instrument No. 351282, bears North 69°02'58 East, 177.81 feet;

1. thence southwesterly along said curve through a central angle of 02°25'35", an arc length of 222.31 feet (the chord bears South 66°51'57" West, 222.29 feet) to the end of said curve, from which a radial line bears South 24°20'51" East;
2. thence South 65°17'38 West, 813.47 feet to a point hereafter called Point 'A';
3. thence leaving said northwesterly right-of-way line, North 20°26'25" West, 102.03 feet to the beginning of a 77.00-foot radius curve to the right;
4. thence along said curve, through a central angle of 88°00'18", an arc length of 118.27 feet (the chord bears North 23°33'44" East, 106.98 feet);
5. thence North 67°33'53" East, 96.97 feet;
6. thence North 84°34'48" East, 55.26 feet to the beginning of a 85.00-foot radius curve to the left;
7. thence along said curve through a central angle of 40°42'09", an arc length of 60.38 feet (the chord bears North 64°13'44" East, 59.12 feet);
8. thence North 43°52'40" East, 60.72 feet;
9. thence North 57°57'09" East, 54.46 feet;
10. thence North 60°44'15" East, 151.38 feet;
11. thence North 65°12'03" East, 94.15 feet to the beginning of a 100.00-foot radius curve to the right;
12. thence along said curve through a central angle of 27°43'13", an arc length of 48.38 feet (the chord bears North 79°03'39" East, 47.91 feet);
13. thence South 87°04'44" East, 117.61 feet to the beginning of a 945.00-foot radius curve to the left;
14. thence along said curve through a central angle of 07°58'27", an arc length of 131.52 feet (the chord bears North 88°56'03" East, 131.41 feet);
15. thence North 84°56'49" East, 54.76 feet;

Kellogg

108 West Idaho Avenue
Kellogg, Idaho 83837
(208) 786-1206
(208) 786-1209 (fax)

Offices also in:

Boise, Idaho
Deer Lodge, Montana
Las Vegas, Nevada
Pasco, Washington

Corporate

121 South Jackson Street
Moscow, Idaho 83843
(208) 882-7858
(208) 883-3785 (fax)

486720

16. thence South 89°56'03" East, 36.09 feet to the beginning of a 50.00-foot radius curve to the right;
17. thence along said curve through a central angle of 67°16'45", an arc length of 58.71 feet (the chord bears South 56°17'41" East, 55.40 feet) to the **Point of Beginning**.

Contains 155,016 square feet (3.559 acres), more or less.

Parcel 2

Beginning at a point on said northwesterly right-of-way line of Silver Valley Road, from which said Point 'A' bears North 65°17'38" East, 26.07 feet;

1. thence along said northwesterly right-of-way line, South 65°17'38" West, 174.15 feet;
2. thence leaving said northwesterly right-of-way line, North 25°06'46" West, 91.30 feet to the beginning of a non-tangent 115.00-foot radius curve to the left, from which a radial line bears North 14°00'05" West;
3. thence along said curve through a central angle of 27°36'29", an arc length of 55.41 feet (the chord bears North 62°11'41" East, 54.88 feet);
4. thence North 48°23'26" East, 48.43 feet;
5. thence North 48°59'21" West, 4.19 feet;
6. thence North 59°41'23" East, 66.94 feet to the beginning of a 15.00-foot radius curve to the right;
7. thence along said curve through a central angle of 99°52'12", an arc length of 26.15 feet (the chord bears South 70°22'31" West, 22.96 feet);
18. thence South 20°26'25" East, 102.94 feet to the **Point of Beginning**.

Contains 18,636 square feet (0.428 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(Epoch: 2010.00); distances shown are ground.

(Affects Tax Lot 48N03E048500)

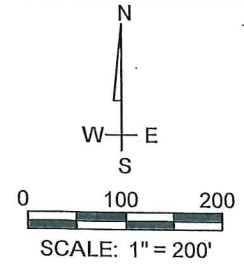


Kenneth Fisher
Kenneth Fisher, P.L.S.

3/16/16
Date

486720

BEING A PORTION OF THE
SW ¼ OF THE SE ¼ OF SECTION 4,
T.48N., R.3E., B.M.
SHOSHONE CO.
IDAHO



48N03E047300

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N48°23'26"E	48.43'
L2	N48°59'21"W	4.19'
L3	N59°41'23"E	66.94'
L4	S20°26'25"E	102.94'

48N03E048500
INST. #351375
SHOSHONE COUNTY
(TRANSFER STATION)

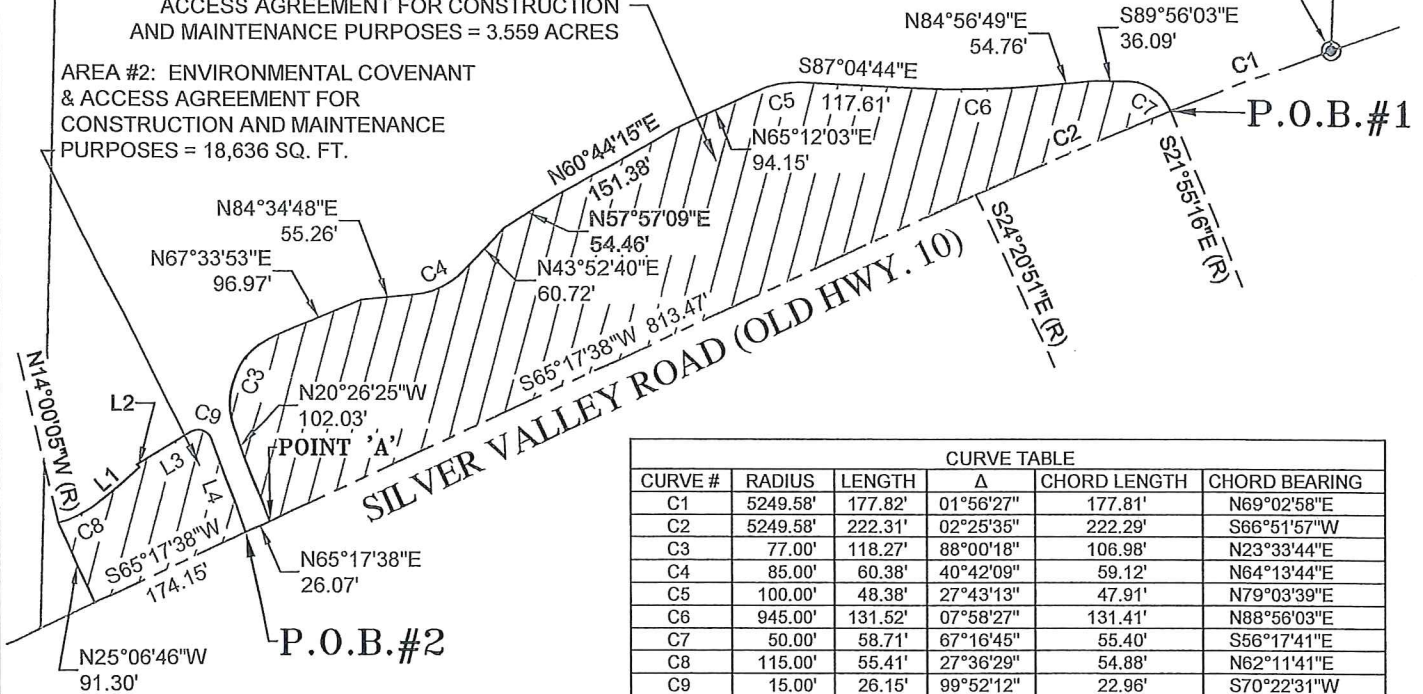
RECORD OF SURVEY
INST. #351282

FD. 2½" ALCAP
MONUMENT: "COR 4
J E BANKS PLS 4559"
PER ROS #351282

48N03E049150

AREA #1: ENVIRONMENTAL COVENANT &
ACCESS AGREEMENT FOR CONSTRUCTION
AND MAINTENANCE PURPOSES = 3.559 ACRES

AREA #2: ENVIRONMENTAL COVENANT
& ACCESS AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE
PURPOSES = 18,636 SQ. FT.



NOTES

THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF THE SHOSHONE COUNTY LIMITED-USE REPOSITORY AT THE WASTE-TRANSFER STATION. THE RIGHT-OF-WAY CONFIGURATION IS BASED UPON DEEDS AND I.T.D. MAPS, AND IS SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON IDAHO SPC, WEST ZONE, NAD83 (2011)(EPOC 2010.0); DISTANCES SHOWN ARE GROUND.



DRAWN BY: KF
PROJECT NO: 15045-04
DATE: 3/17/2016

EXHIBIT B
ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE PURPOSES

Instrument # 486720

WALLACE, SHOSHONE COUNTY, IDAHO

9-22-2016 09:18:00 AM No. of Pages: 9

Recorded for : TERRAGRAPHS

PEGGY DELANGE-WHITE

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

Fee: \$4.00

486720 '16 SEP 22 AM 9:18