

Recording Requested By and
When Recorded Return to:

486910

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 Zanetti Brothers Inc. (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. Zanetti Brothers Inc. 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 Parcels # C00000203100 and C00000176300 (hereafter referred to as "the Property"). The legal description of the affected portion of the property is described in the attached Exhibit "A" and Exhibit "B". 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 May 1, 2016 to September 20, 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

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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 Zanetti Brothers Inc.

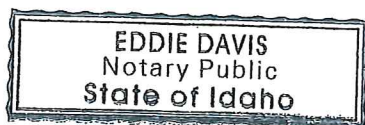
By: Herbert Zanetti


Title: President

STATE OF IDAHO)
) ss.
COUNTY OF Kootenai)

On this 22 day of September, 2016, before me, a Notary Public in and for said State, personally appeared, Herbert Zanetti, known or identified to me to be the President of Zanetti Brothers Inc. 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: 9983 N. Happy Trl, ID
My Commission Expires: 11/28/17

Dated, 9/22/16, 2016.

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East Zanetti LUR

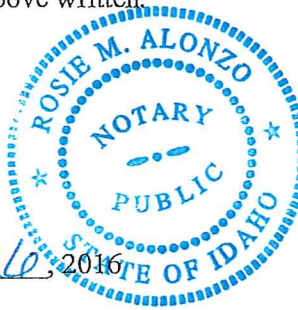
May 9, 2016

John H. Tippetts
ID EQ
By: John Tippetts, Director

STATE OF IDAHO)
COUNTY OF Ada) ss.

On this 26 day of May, 2016, before me, a Notary Public in and for said State, personally appeared, John Tippetts, 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: Damascus, ID
My Commission Expires: 11/21/2020

Dated, May 26, 2016

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East Zanetti LUR

May 9, 2016

Cami Grandinetti

EPA

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

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

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 Director of the Office of Environmental 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.

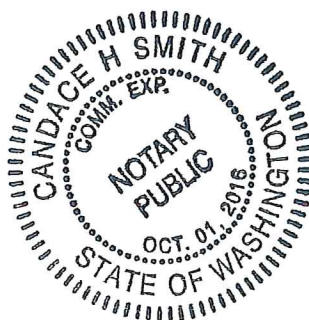
Candace H Smith

Notary Public for the State of
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, 1 June, 2016.

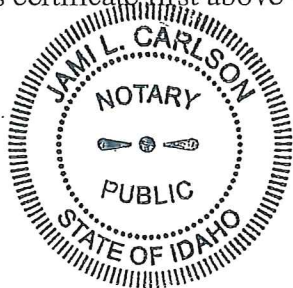


James C. Finlay
Successor Coeur d'Alene Custodial Work Trust
By: James C. Finlay, Assistant Program Manager

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.



Jami L. Carlson
Notary Public for the State of Idaho
Residing at: Osborne, 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 Assessor's Tax Lot C00000203100, as described in that deed on file with the Shoshone County Recorder as Instrument No. 442634, in the Northwest Quarter (NW¼) of Section 20, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho, in the City of Osburn; described as follows:

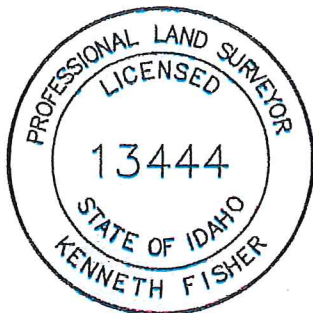
Commencing at an Idaho Department of Transportation 3¼" brass cap monument, stamped Sta. 1874+96.76, on the southwesterly right-of-way of Interstate Highway 90, from which an I.T.D. 3¼" brass cap monument (with no stationing marked on it) on said southwesterly right-of-way, bears South 29°21'16" East, 782.03 feet; thence North 73°49'50" West, 804.29 feet to the **True Point of Beginning**;

1. thence North 24°22'08" East, 451.09 feet;
2. thence North 36°52'00" West, 438.20 feet;
3. thence South 40°01'36" West, 611.94 feet;
4. thence South 51°41'00" East, 493.11 feet;
5. thence North 81°14'52" East, 84.43 feet to the **True Point of Beginning**.

Contains 269,712 square feet (6.192 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (1992); distances shown are ground.

(Affects Tax Lot C00000203100)



Kenneth Fisher, P.L.S.



Date

Kellogg

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

Offices also in:

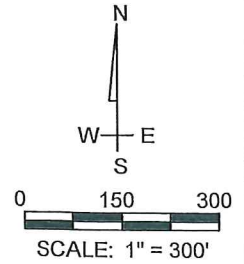
Boise, Idaho
Deer Lodge, Montana
Las Vegas, Nevada
Pasco, Washington

Corporate

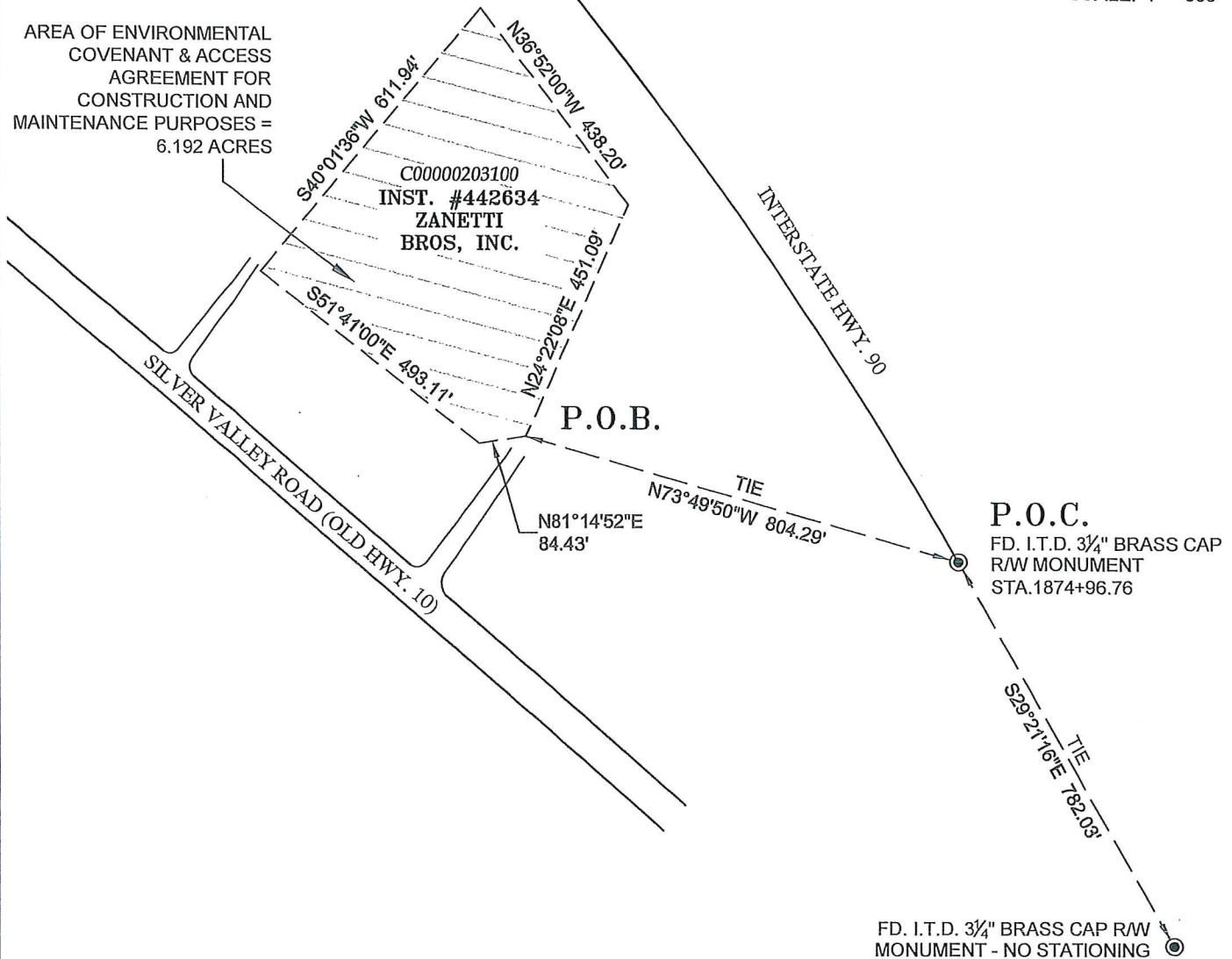
121 South Jackson Street
Moscow, Idaho 83843
(208) 882-7858
(208) 883-3785 (fax)

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IN THE NW ¼ OF SECTION 20,
T.48N., R.4E., B.M.
OSBURN
SHOSHONE CO.
IDAHO



AREA OF ENVIRONMENTAL
COVENANT & ACCESS
AGREEMENT FOR
CONSTRUCTION AND
MAINTENANCE PURPOSES =
6.192 ACRES



NOTES

THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A. AND I.D.E.Q. FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF THE ZANETTI LIMITED-USE REPOSITORY. THE RIGHT-OF-WAY CONFIGURATIONS ARE BASED UPON DEEDS AND I.T.D. MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON IDAHO SPC, WEST ZONE, NAD83 (1992); DISTANCES SHOWN ARE GROUND.



DRAWN BY:	KF
PROJECT NO:	16032
DATE:	5/9/2016

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

Instrument # 486910

WALLACE, SHOSHONE COUNTY, IDAHO

10-5-2016 12:11:00 PM No. of Pages: 8

Recorded for : TERRAGRAPHS

PEGGY DELANGE-WHITE Fee: 31.00

Ex-Officio Recorder Deputy

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