

Recording Requested By and
When Recorded Return to:

483295

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 William C. and Elizabeth A. Rust (hereinafter "Grantors"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and Shoshone County ("Holder") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as Parcel # 48N04E231625 (hereafter referred to as "the Property"). The legal description of the affected portion of the property is described in the attached Exhibit "A". Grantors hereby represents and warrants to the other signatories to this instrument that they are the sole owners 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. Historic mining activity in the Coeur d'Alene Basin (hereinafter "Basin") has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to CERCLA, EPA and the Department have been implementing remedies throughout the Basin designed to protect human health and the environment. Certain aspects of these remedies are threatened by the potential for recontamination due to uncontrolled flooding. During these events, contaminated sediments from un-remediated areas may be deposited in already cleaned properties necessitating further remedial actions. This instrument is necessary because the EPA and the Successor Coeur d'Alene Custodial and Work Trust ("CDA Trust") require access to implement remedy protection measures on the Property which are intended to protect implemented remedies on the Property or other parcels of property in the vicinity, and the EPA, Department, and Holder require access for continued maintenance and repair of the work. This instrument ensures EPA, the Trust, the Department, and the Holder necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that will be implemented.

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 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, Grantors 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 Department:

1. **Access.** A right of access is granted to the EPA, CDA Trust and Department, their respective contractors and third parties authorized by them for the purpose of performing the remedy protection work from May 15, 2015 to September 30, 2016, and as necessary to ensure continued maintenance and repair of the work, as described in Exhibit "C" together with all necessary fixtures and appurtenances "facilities" on, over, across and under the Property shown on Exhibit "A" at the location shown on Exhibit "B". Holder, its contractors and third parties authorized by it shall have a perpetual right of access necessary to perform maintenance and repair of facilities constructed under this agreement.
2. **Activity and Use Limitations.** By acceptance and recordation of this instrument, Grantors, 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, in a manner that will materially interfere with or adversely affect the integrity or protectiveness of the remedy protection measures taken on the Property and as described in Exhibit C, unless such use has been expressly approved in writing by the Department.

Grantors Use of the Property. Except as provided herein, Grantors 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 Department's, EPA's, CDA Trust's or the Holder'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 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 Grantors by the Department 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

William C. Rust

Grantor/ Property Owner

By: William C. Rust

Owner

Elizabeth A. Rust

Grantor/ Property Owner

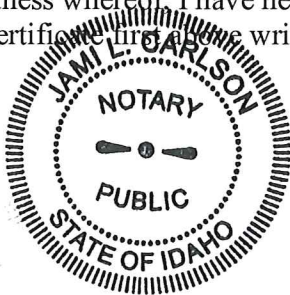
By: Elizabeth A. Rust

Owner

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 28th day of September, 2015, before me, a Notary Public in and for said State, personally appeared, William C. and Elizabeth A. Rust, known or identified to me to be the Owners and the persons whose names are 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 hereunto written.



Jami L. Carlson

Notary Public for the State of Idaho

Residing at: Osburn, ID

My Commission Expires: 6-16-2020

Dated, Sept. 28th, 2015.

[Handwritten signature of Mike Fitzgerald]

Holder

By: Mike Fitzgerald

Commissioner, Shoshone County

STATE OF IDAHO)

)ss.

COUNTY OF Shoshone)

On this 14th day of Oct., 2015, before me, a Notary Public in and for said State, personally appeared, Mike Fitzgerald, known or identified to me to be a Commissioner of Shoshone County and the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



[Handwritten signature of Peggi Harris]

Notary Public for the State of Idaho

Residing at: Wallace, ID

My Commission Expires: 8-25-16

Dated, 10-14, 2015.

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Ninemile Side Gulches

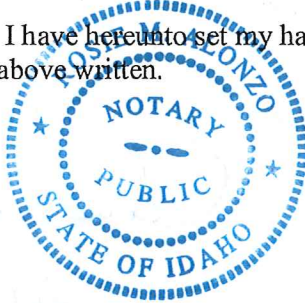
August 11, 2015

John M. Tippet
IDEQ
By: John Tippet, Director

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 22 day of October, 2015, 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.



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

Dated, October 22, 2015



August 11, 2015

EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON

)

) SS.

COUNTY OF

King

)

On this 10th day of November, 2015, before me, a Notary Public in and for said State, personally appeared, Richard Albright, 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.

Notary Public for the State of

Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, Nov. 10th, 2015.





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 Northeast Quarter (NE ¼) of Section 23, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho; also being a portion of the Hampshire Lode, U.S. Mineral Survey No. 2103, described as follows:

Commencing at a 5/8" rebar with a yellow plastic cap marked, "J.C. PFAHL PLS 4458", on the easterly right-of-way line of Ninemile Road; said rebar is also on the northerly line of said Hampshire Lode, from which a BLM 3" aluminum-cap monument at Corner 4 of said Hampshire Lode bears North 69°20'02" West, 355.18 feet; thence along said easterly right-of-way line, South 26°25'05" West, 85.63 feet to the **True Point of Beginning**;

1. thence continuing along said easterly right-of-way line, South 26°25'05" West, 38.61 feet;
2. thence leaving said right-of-way line, North 68°53'57" West, 64.91 feet;
3. thence North 21°06'03" East, 46.78 feet;
4. thence South 68°53'57" East, 26.90 feet;
5. thence South 23°13'17" East, 11.65 feet;
6. thence South 68°53'57" East, 33.45 feet to the **True Point of Beginning**.

Contains 2,822 square feet (0.065 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(EPOCH 2010); distances shown are ground.

(Affects Tax Lot 48N04E231625)



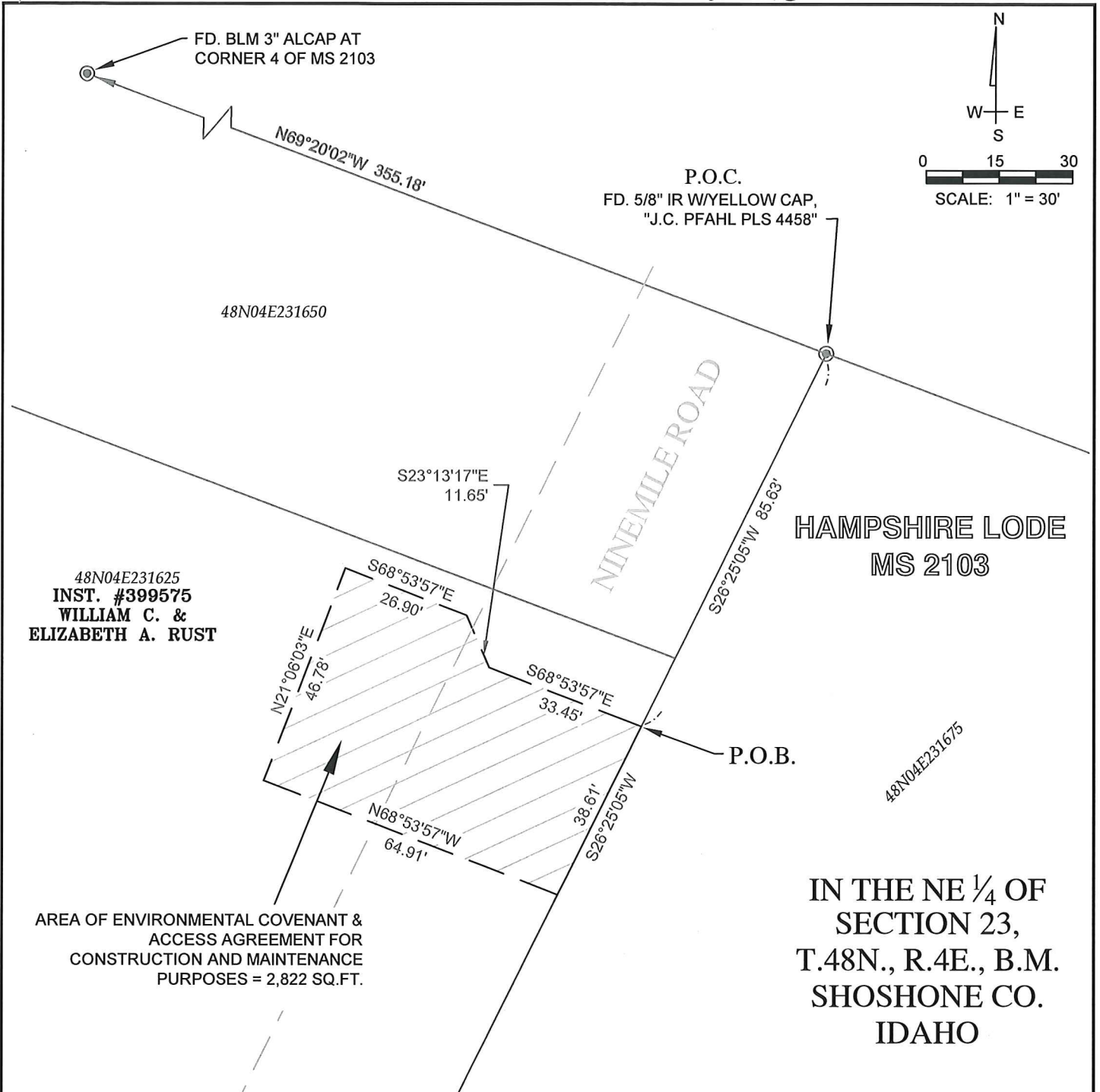
Kenneth Fisher

Kenneth Fisher, P.L.S.

2/30/15

Date

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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 A PORTION OF MCCARTHY CREEK FOR REMEDY PROTECTION PURPOSES. THE PROPERTY CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH 2010); DISTANCES SHOWN ARE GROUND.

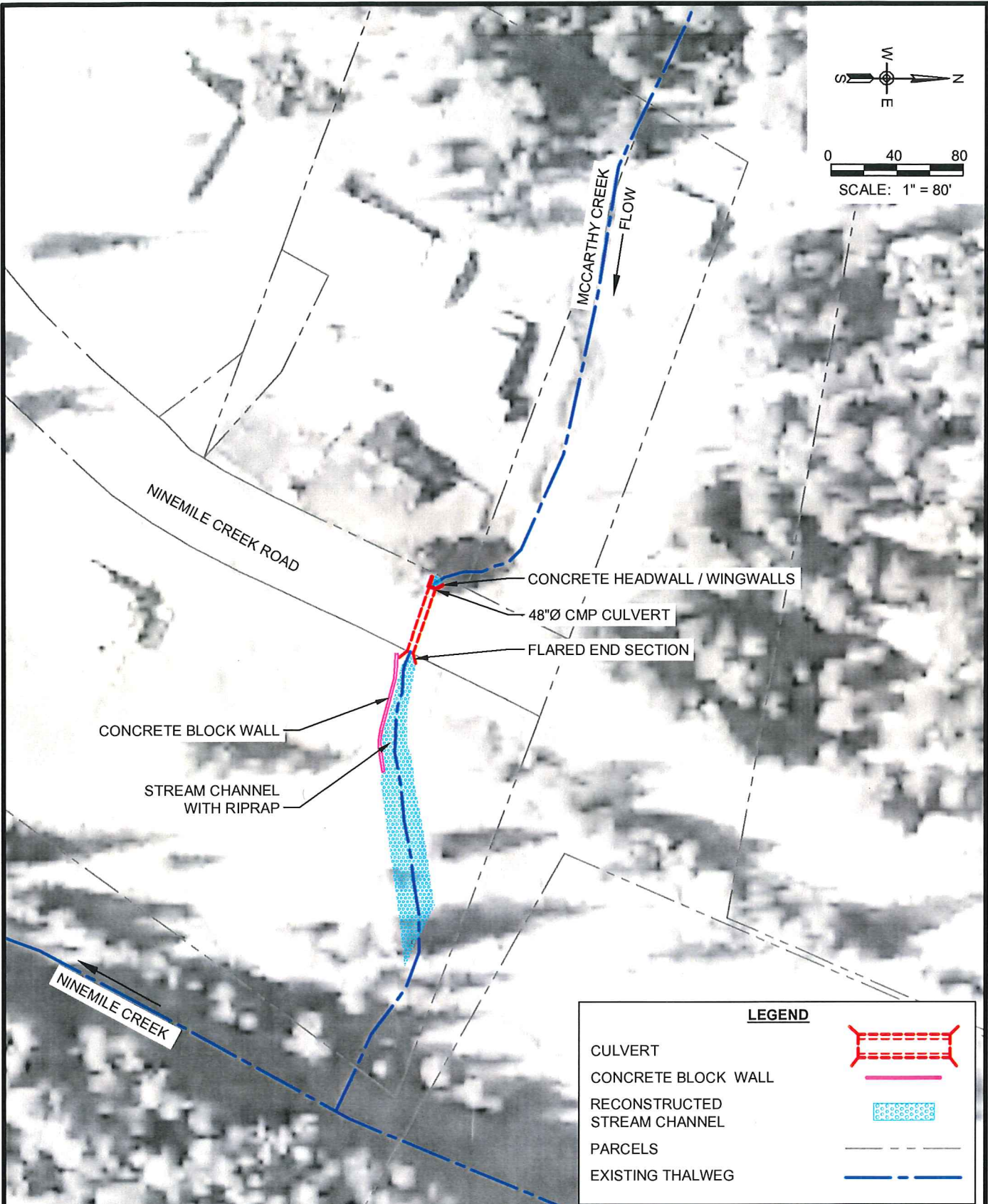


DRAWN BY: KF
PROJECT NO: 14122-07-02
DATE: 7/28/2015

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

483295

P:\Engineering\CdA Trust\Remedy Protection Design\Ninemile Side Gulches\Design\Final\Report\Attachments\Attachment Docs\O&M Plan\O&M Plan\O&M Figures.dwg 9/14/2015



COORDINATE SYSTEM:	
ISP, NAD 83, US FT, WEST	
SCALE:	1" = 80'
DRAWN BY:	J. SCHEEL
ENGINEER:	B. DAVIS

EXHIBIT C PROJECT OVERVIEW MAP MCCARTHY CREEK

PROJECT NO.:	14122-07-02
DATE:	9/17/2015
SHEET:	1

483295

Instrument # 483295

WALLACE, SHOSHONE COUNTY, IDAHO

12-1-2015 02:19:00 PM No. of Pages: 9

Recorded for : TERRAGRAPHERICS

PEGGY DELANGE-WHITE

Fee: 34.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

2015 DEC 1 PM 2 19