

Recording Requested By and  
When Recorded Return to:

U93625

Hecla Limited  
Land Department  
6500 N. Mineral Drive, Suite 200  
Coeur d'Alene, ID 83815-9408

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

**ENVIRONMENTAL COVENANT**

This instrument is an Environmental Covenant (“Environmental Covenant”) executed by Hecla Limited (“Hecla”), the United States Environmental Protection Agency (“EPA”), and the Idaho Department of Environmental Quality (“Department”) pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. 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. Hecla is a “Holder” as defined in Idaho Code § 55-3002(6). Hecla, as the current property owner, grants this Environmental Covenant to EPA and the Department.

Property. This Environmental Covenant concerns real property more particularly described as the surface rights only of Lot 6A; the W1/2 of Lot 11; and all of Lots 12, 13, 14 and 15, all in Block 10, Town of Burke, Section 10, Township 48 North, Range 5 East, B.M., Shoshone County, Idaho (the “Property”).

Property Ownership. Hecla hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the Property as of the date this Environmental Covenant is executed, and has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mine wastes have been identified on, or may exist on, certain portions of the Property. On September 8, 2011, Hecla entered into that certain Consent Decree entered in the United States District Court, District of Idaho, Case Nos. 96-0122-N-EJL, 91-0342-N-EJL, 94-0206-N-HLR (the “Consent Decree”), which provides for, or in the future may provide for, the remediation of certain portions of the Property. This Environmental Covenant is required because any remediation which is conducted may leave residual concentrations of lead, arsenic, cadmium and zinc in soil and residual concentrations of lead, cadmium and zinc in groundwater underlying the Property. This Environmental Covenant

ensures EPA and the Department necessary access and requires that activities on the Property protect and do not interfere with remedial actions.

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 Wallace Public Library, 415 River Street, Wallace, Idaho 83873 or EPA Field Office, 1910 Northwest Boulevard, Suite 208, Coeur d'Alene, Idaho, Idaho 83814.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Hecla, 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, as specifically set forth below unless such use has been expressly approved in writing by the Department:

1. A right of access is granted to the EPA, the Department, any party performing on behalf of the EPA or the Department and their respective representatives, employees and contractors for purposes of conducting any activity related to the Consent Decree, including, but not limited to, those activities listed in Paragraph 63(a-b) of the Consent Decree.

2. Except as otherwise provided in the Consent Decree, the Property will not be used in a manner that will materially interfere with or adversely affect the integrity or protectiveness of any removal or remedial measures.

3. Groundwater under the Property may not be used for drinking water or other purposes involving direct human contact, except in the exercise of a valid water right under Idaho law, with a priority date predating the execution of this environmental covenant and in accordance with any applicable regulatory requirements or except if treated, as necessary, to meet applicable drinking water standards or direct human contact standards.

4. The Property, and any portion thereof, may be used for commercial and industrial uses. Any portion of the Property that is identified for remediation or at which remediation has been completed shall not be used for residential uses or as a location of a children's school or daycare center unless site conditions at that portion of the Property are determined to be protective of human health.

Each owner of the Property, or any portion thereof, shall be solely responsible for demonstrating that his/her/its use at the time of his/her/its ownership is in conformity with the Activity and Use Limitations. The Activity and Use Limitations are imposed due to conditions resulting from identification of historic mine wastes on portions of the Property.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new Holder is an amendment requiring consent.

Termination by Consent. The Activity and Use Limitations shall apply to the Property or any subdivided portion thereof, unless Hecla, or its successors in interest, applies to EPA and the

Department to have this Environmental Covenant terminated pursuant to Idaho Code § 55-3010 and demonstrates that:

1. The Property or any subdivided portion thereof is shown in an EPA- or Department-approved document not to contain contaminated soils or groundwater; or
2. Any contaminated soils and groundwater are at levels the EPA and the Department deem in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenants. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded by the Property owner in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located, as required by Paragraph 63(c) of the Consent Decree. Within thirty (30) days of the recording of this Environmental Covenant, or any amendment or termination, the owner at that time shall provide to the EPA and the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded 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). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by the owner at that time to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The EPA, the Department, and any party to the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the owner(s) at the time of a violation of this Environmental Covenant and any other person(s) then using the Property. Failure to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the EPA, the Department, or their successors to require that the owner(s) at the time of the violation correct or remove any violations of this Environmental Covenant. Violation of this

Environmental Covenant shall be grounds for the EPA, the Department, or their successors, to file civil actions against the owner(s) at the time of the violation as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the conveyer of the Property shall provide written notice of the fact of conveyance to the EPA and the Department and each municipality or other local government in which the Property is located. Such notice shall include the name and address of all the then owners and/or occupants of the Property, or part thereof, conveyed. The EPA and the Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as Hecla or its successors, the EPA or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the others. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

Hecla:	Hecla Limited ATTN: General Counsel 6500 N. Mineral Dr., Suite 200 Coeur d'Alene, ID 83815-9408
EPA:	United States Environmental Protection Agency ATTN: Ted Yackulic 1200 Sixth Avenue, Suite 900 Seattle, Washington 98101
IDEQ:	Idaho Department of Environmental Quality ATTN: Rob Hanson, Mine Waste Remediation Manager 1410 N. Hilton Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the 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.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights by EPA and the Department, and Notice to Subsequent Owners.

Notwithstanding any provision of this Environmental Covenant, the EPA and the Department retain all of their access and enforcement authorities with respect to the Property under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the EPA's or the Department's ability to enforce the terms of the Consent Decree or any other future agreement relating to remediation of the Property. Nothing in this Environmental Covenant shall affect the obligations of Settling Companies under the Consent Decree or any other future agreement with EPA or the State. Nothing in this Environmental Covenant shall affect the Department's or EPA's ability to modify this covenant in accordance with the authorities set forth in the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015.

Reservation of Rights by Hecla. Hecla retains all of its rights in the Property to the extent that those rights are not affected by this Environmental Covenant or the Consent Decree.

No Third-Party Beneficiaries. This Environmental Covenant is solely for the benefit of EPA, the Department and Hecla and its successors to the Property. There are no other 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.

*[Signatures and Acknowledgments follow]*

493625

Accepted:

**FOR HECLA LIMITED**

Signature: \_\_\_\_\_

Printed Name: Lawrence P. Radford

Title: Vice President

Date: May 4, 2018

State of Idaho )

) ss.

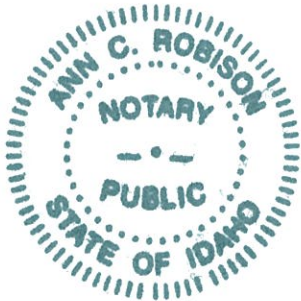
County of Kootenai )

On this 4<sup>th</sup> day of May, in the year 2018, before me, a Notary Public in and for said County and State, personally appeared Lawrence P. Radford, known or identified to me to be the Vice President of Hecla Limited, that executed this Environmental Covenant, and acknowledged to me that Hecla Limited, 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: Ann C Robison

Commission Expires: 10/31/2018



493625

Accepted:

**FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

Signature: Sheryl Bilbrey  
 Printed Name: Sheryl Bilbrey  
 Title: Director ECL  
 Date: 4/23/18

State of Washington ) ss.  
 County of King )

On this 23rd day of April, in the year 2018, before me, a Notary Public in and for said County and State, personally appeared Sheryl Bilbrey, known or identified to me to be the Director of ECL, who executed this Environmental Covenant, and acknowledged to me that the U.S. EPA, 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 Candace H. Smith  
 Commission Expires: 10-01-2020

