

Recording Requested By and  
When Recorded Return to:

477892

Successor Coeur d'Alene Trust  
606 Columbia St NW  
Suite 212  
Olympia, WA 98501

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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 the owner Coeur d'Alene Custodial Work Trust ("OWNER"), the Idaho Department of Environmental Quality ("Department") and the United States Environmental Protection Agency ("EPA") pursuant 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. The Coeur D'Alene Custodial Work Trust is also the "holder" as defined in Idaho Code § 55-3002(6). OWNER, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property consisting of a portion of a patented mining claim located in the vicinity of the city of Smelterville, County of Shoshone, State of Idaho, and identified by the tax parcel identification number MC0001 (hereafter referred to as "the Property"). The Property is legally described in the attached Exhibit A and depicted on the map attached hereto as Exhibit B.

Property Ownership. OWNER hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and OWNER has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mine wastes have been identified and exist on certain portions of the Property. This Environmental Covenant is required because the remediation that was conducted left mine waste and residual concentrations of lead, arsenic, cadmium and zinc in soil. Excavation activities at the Bunker Hill Superfund Site are regulated by the Institutional Controls Program administered by the Panhandle Health District. This property is subject to the ICP rules. Historically the property has also been used by

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recreationists using motorbikes, ATVs and other equipment that can cause erosion and release of contaminants into the environment.

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, OWNER, and any successor in interest, is hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Property shall at all relevant times be governed by and remain in compliance with the Institutional Controls Program (ICP) administered by and through the Idaho Department of Environmental Quality under the authority of IDAPA58.01.17.027 or any successor authority.
2. Motorized access across the Property shall be restricted to the developed roadway depicted in Exhibit B.
3. OWNER and/or any successor in interest shall not modify, alter, damage or interfere with the existing stabilization structures (crib walls) located on the Property without permission of the Agencies. Crib walls are identified on the map attached hereto as Exhibit B.
4. All areas of the Property with slopes of 30% or greater shall be permanently maintained as open space and all development, use of construction equipment of any type, vegetation removal (except for forest health measures or noxious weed abatement), and or road development, shall be prohibited.

Breach and Cure of Activity and Use Limitations OWNER, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the Owner or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or any successors in interest, and Department.

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.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. The OWNER, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by



demonstrating with the record before the Department that:

Contaminated soils are at levels the Department deems 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 Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by OWNER, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, OWNER, or its successors in interest, shall provide to 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 Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by OWNER, or by its successors in interest, 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.

Enforcement. The Agencies and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against OWNER or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of OWNER, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the OWNER or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.



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Non-Waiver. No failure on the part of the Agencies or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Agencies' or any holder's rights to enforce such term.

Property Access. The Agencies shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

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 to the Agencies and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. 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 either OWNER or its successors, HOLDER or its successors, the Department or its successors, or EPA or its successors may, from time to time, respectively, designate in a written notice given to the other. 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.

OWNER/HOLDER: Successor CDA Custodial and Work Trust  
**ATTN:** Daniel J. Silver, Trustee  
606 Columbia St. NW, Suite 212  
Olympia, WA 98501

THE DEPARTMENT: Idaho Department of Environmental Quality  
**ATTN:** State Response Program Manager  
1410 N. Hilton  
Boise, ID 83706

EPA: U.S. EPA Region 10  
**ATTN:** Coeur d'Alene Team Leader  
1200 Sixth Ave, Suite 900  
Seattle, WA 98101-3140

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 a part of the Environmental Covenant.



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

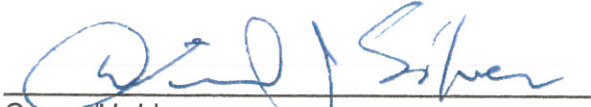
Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Agencies retain all of their respective access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Agencies' ability to enforce the terms of any order, judgment, decree or other agreement relating to remediation of the Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER or any other responsible party under such order, judgement, decree or other agreement. The Agencies' acceptance hereunder is based upon the information presently known or available to the Agencies with respect to the environmental condition of the Property, and the Agencies reserve the right to take appropriate action under applicable authorities in the event the Agencies determine new information warrants such action.

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.



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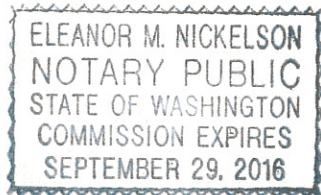
Signature and Acknowledgments

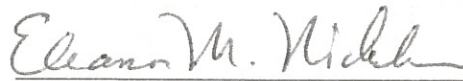
  
Owner/Holder  
By: Daniel J. Silver, Trustee, Successor CDA Custodial and Work Trust

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss.

On this 10<sup>th</sup> day of June, 2014, before me, a Notary Public in and for said State, personally appeared, Daniel J. Silver, known or identified to me to be the Trustee of the Successor CDA Custodial and 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.



  
Notary Public for the State of  
Washington Residing at:  
Lacey, Washington  
My Commission Expires: 9/29/2016

Dated, June 10, 2014.



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*CFF*

IDEQ

By: Curt Fransen, Director

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Ada )

On this 20 day of June, 2014, before me, a Notary Public in and for said State, personally appeared, Curt Fransen, 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: 1/30/2015

Dated, June 20, 2014



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EPA

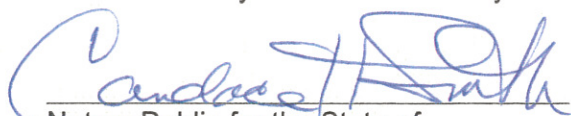
By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON )


COUNTY OF King ) ss.

On this 10<sup>th</sup> day of July, 2014, 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.

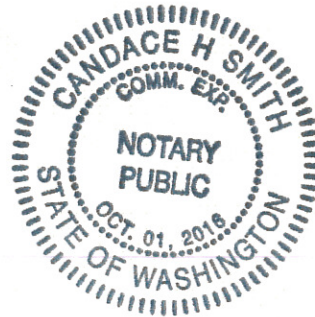
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public for the State of  
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016 

Dated, 10<sup>th</sup> July 2014.



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EXHIBIT A

LEGAL DESCRIPTION

Parcel Number MC0001, being a portion of Mineral Survey 2136 and Mineral survey 2185 in Sections 3, 4, 9, and 10, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho, and more particularly described as:

Beginning at the common corner of Sections 3, 4, 9 and 10, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho which is the identical corner to No. 1 of the Belle of the West, M.S 2185; thence

North 00 14'00" East along line 1-6 of said Bell of the West, M.S. 2185 a distance of 97.30 feet; thence

North 82 41'00" East along line 6-5 of said Bell of the West, M.S. 2185 a distance of 189.06 feet; thence

South 09 57'02" East a distance of 323.73 feet; thence

South 03 09'36" East a distance of 506.63 feet; thence

South 29 28'03" West a distance of 356.78 feet; thence

South 88 01'42" West a distance of 115.75 feet; thence

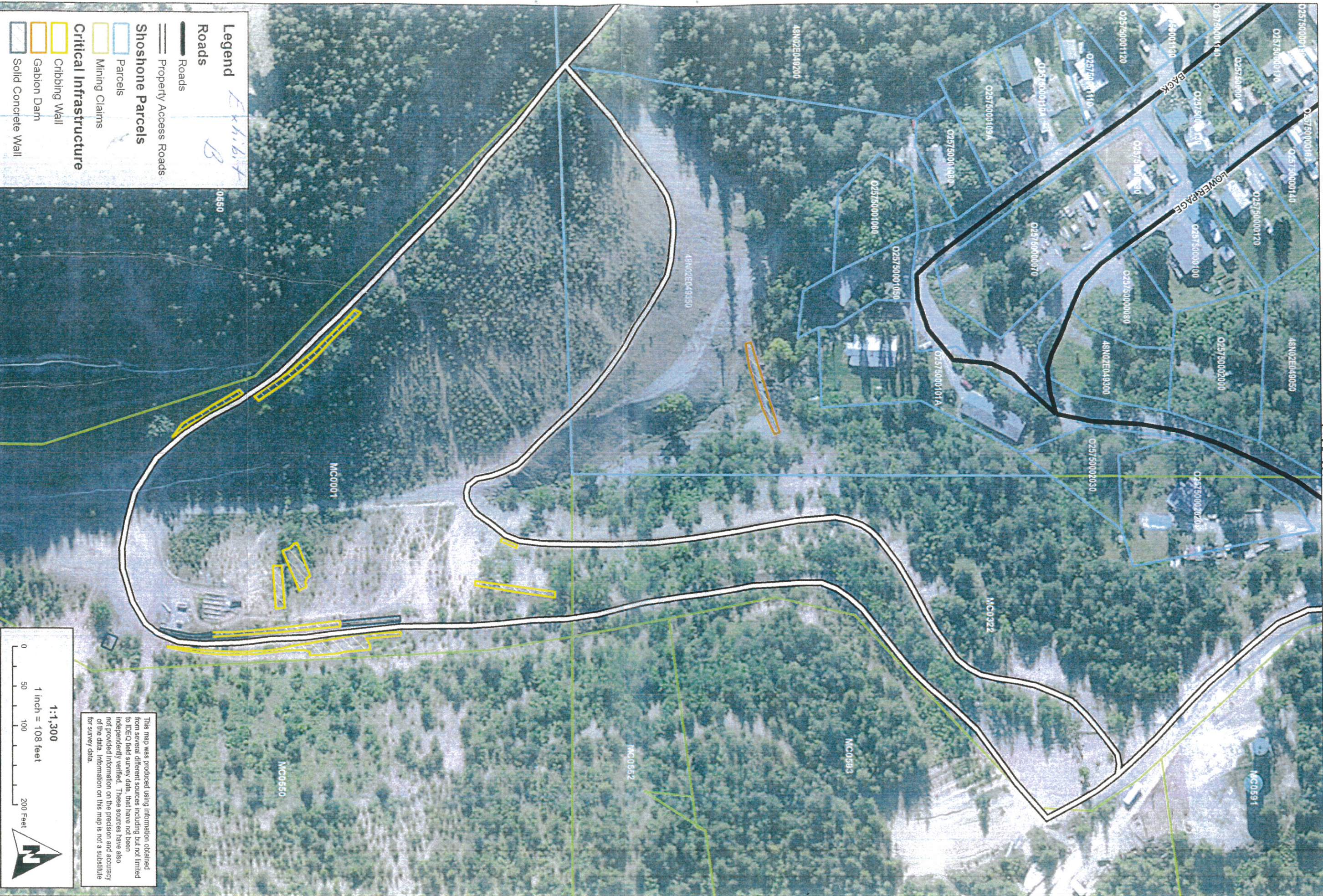
North 00 54'39" East a distance of 250.92 feet; thence

North 17 57'19" West a distance of 284.66 thence; thence

North 44 49'22" West a distance of 547.82 feet to a point on line 2-1 of said Bell of the West, M.S. 2185; thence

North 87 57'48" East along line 2-1 of said Bell of the West, M.S. 2185 a distance of 505.39 feet to the point of beginning.







TERRAGRAPHS ENVIRON. ENG.  
ATTN: JILL DORSEY  
108 W. IDAHO  
KELLOGG, ID 83837

(3)

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Instrument # 477892  
WALLACE, SHOSHONE COUNTY, IDAHO  
7-15-2014 10:16:00 No. of Pages: 10  
Recorded for : TERRAGRAPHS ENVIRONMENTAL ENG.  
PEGGY DELANGE-WHITE Fee: 37.00  
Ex-Officio Recorder Deputy  
Index to: ENVIRONMENTAL COVENANT

2014 JUL 15 AM 10 16