

Instrument # 996684

Bonner County, Sandpoint, Idaho

12/02/2021 03:19:09 PM No. of Pages: 34

Recorded for: IDAHO DEPT OF ENVIRONMENTAL QUALITY/ STEVE GILL

Michael W. Rosedale Fee: \$0.00

Ex-Officio Recorder Deputy CB

Index to: MISC



SPACE ABOVE THIS LINE FOR RECORDER'S 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

Joslyn Manufacturing Company, LLC, OWNER and GRANTOR, grants this Environmental Covenant. As provided in Idaho Code § 55-3008, Joslyn Manufacturing Company, LLC, is also the GRANTEE.

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Joslyn Manufacturing Company, LLC, ("Joslyn"), 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. Joslyn is a "holder" as defined in Idaho Code § 55-3002(6). Joslyn, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property in Priest River, County of Bonner, State of Idaho, legally described as Parcel Nos. RP56N05W250501A and RPR00000250700A (hereafter referred to as "the Property"). The Property is legally described in attached Schedule A.

Property Ownership. Joslyn ("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 Joslyn has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used to operate a post and pole manufacturing and treatment facility, becoming contaminated with industrial materials and wood treatment chemicals such as polycyclic aromatic hydrocarbons. Joslyn entered into a Voluntary Remediation Agreement under the Voluntary Cleanup Program with the Department on April 8, 2019 to remediate the Property. Joslyn implemented a corrective action plan ("CAP") on the Property. This Environmental Covenant is required because the CAP resulted in residual concentrations of polycyclic aromatic hydrocarbons and metals in soil and groundwater underlying the Property. These concentrations are above allowable risk-based concentration as determined by the Department; therefore, future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the project file, Joslyn MFG LLC Priest River, Electronic Data Management System Number 2013BAZ304, can be found at the Department regional office located at 2110 Ironwood Parkway, Coeur d'Alene, ID 83814.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Joslyn, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. There shall be no extraction of groundwater from under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. However, groundwater may be extracted for environmental investigation or remediation purposes.
2. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.
3. There shall be no excavation or disturbance of soil within the Restricted Area of the Property, designated as DU1, legally described in attached Schedule B. Any future development (i.e., impervious cover/parking lot) in and/or on the Area designated as DU1 will require the current elevation of the ground surface in the DU1 area to be elevated using clean imported fill to an elevation adequate to assure that any needed drainage or utility lines to be installed in the DU1 area will be installed in clean fill. Except that soil may be excavated in conjunction with a soil management plan or other activities that are approved by the Department prior to conducting excavation activities. The soil management plan shall be submitted to the Department 30 days prior to excavation in the Restricted Area.
4. The Restricted Area of the Property, designated as DU1, legally described in Schedule B, must be inspected pursuant to the schedule and methods set forth

in the Operation and Maintenance Plan (set forth in attached Schedule C to this Environmental Covenant). Financial assurance (i.e., Letter of Credit) associated with meeting the procedures and requirements for the maintenance, repair, inspection and reporting associated with the areas designated as DU1, for a twenty year period, will be provided to IDEQ within a month of execution and includes the following:

- a. Semi-Annual Inspection/Annual Inspection Report = \$7,140/year
 - b. Potential Hardware Cloth Replacement at Year 10 = \$72,000
- Total Financial Assurance (20 year period) = \$214,800**

- 5. Any activity on the Property that may result in the release or exposure to the environment of a hazardous constituent that remains on the Property as part of the CAP is prohibited without prior written notice to the other parties and approval from the Department.

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 the 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. The HOLDER waives the right to sign any amendment that is to be effective more than 30 years from the date of execution of this document as provided in Idaho Code Section 55-3010(1)(c).

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 HOLDER waives their right to sign the termination for any termination more than 30 years after the date of execution of this document as provided in Idaho Code § 55-3010(1)(c). 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 and groundwater 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 Bonner county recorder's office in which 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.

Compliance Reporting. Joslyn, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place, the ongoing compliance with the activity and use limitations, and implementation of the DEQ-approved O&M plan. In the event there are any changes to the O&M Plan (e.g., inspection requirements are to be reduced if paving in DU1 is completed) then Joslyn and Department are to be notified within 30 days of any change.

Enforcement. The Department 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.

Non-Waiver. No failure on the part of the Department 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 Department's or any holder's rights to enforce such term.

Property Access. The Department 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 Conveyor of the Property, shall provide written notice to the Department 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 or the Department 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: Joslyn Manufacturing Company, LLC
 2200 Pennsylvania Avenue, NW
 Washington, D.C., 20037

THE DEPARTMENT:
 Idaho Department of Environmental Quality
 ATTN: State Response Program 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 a part of the Environmental Covenant.

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

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order 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 voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines 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.

Signature and Acknowledgments

Accepted:

Idaho Department of Environmental Quality

Signature: Jess Byrne

Printed Name: Jess Byrne

Title: Director, Idaho Department of Environmental Quality

Date: 11/30/2021

State of Idaho)

) ss.

County of Ada)

On this 30th day of Nov., in the year 2021, before me, a Notary Public in and for said County and State, personally appeared Jess Byrne, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality 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.

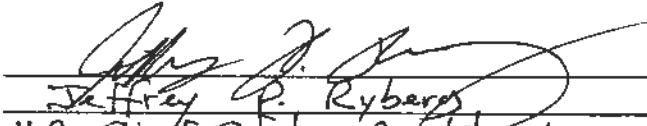


Notary Public for Idaho: Patricia Jordan
Residing at: Eagle, Idaho
Commission Expires: Nov. 13, 2025

Signature and Acknowledgments

Accepted:

Property Owner

Signature: 
Printed Name: Jeffrey P. Ryberg
Title: V.P., Chief Safety & Regulatory Assurance Officer
Date: 12 November, 2021

State of _____, County of _____, ss.

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said County and State, personally appeared _____, known or identified to me to be the _____ of Joslyn Manufacturing Company, LLC, that executed this Environmental Covenant, and acknowledged to me that Joslyn Manufacturing Company, LLC, 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 _____
Residing at: _____
Commission Expires: _____

California Notarial
Loose Certificate
attached

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

S.S.

On 11/12/21 before me, AVNEET BEDI, NOTARY PUBLIC

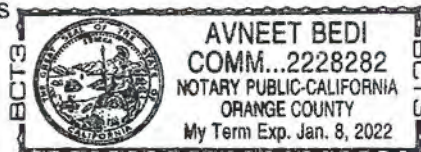
personally appeared JEFFREY PAUL RYBERG.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Avneet Bedi



OPTIONAL INFORMATION

Although the information on this section is not required by law, it is highly recommended that you provide a description of the instrument(s) to which this acknowledgment is attached, and also make a note of the date and time of the acknowledgment.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Environmental

Covenant
containing 8/8 pages, and dated 11/12/21

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

SCHEDULE A

RECORD OF SURVEY

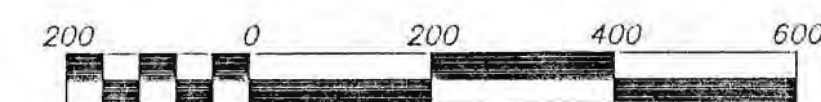
JOSLYN MANUFACTURING
SEC. 25, T. 56 N., R. 5 W. B.M.
PRIEST RIVER, BONNER COUNTY, IDAHO

LEGEND

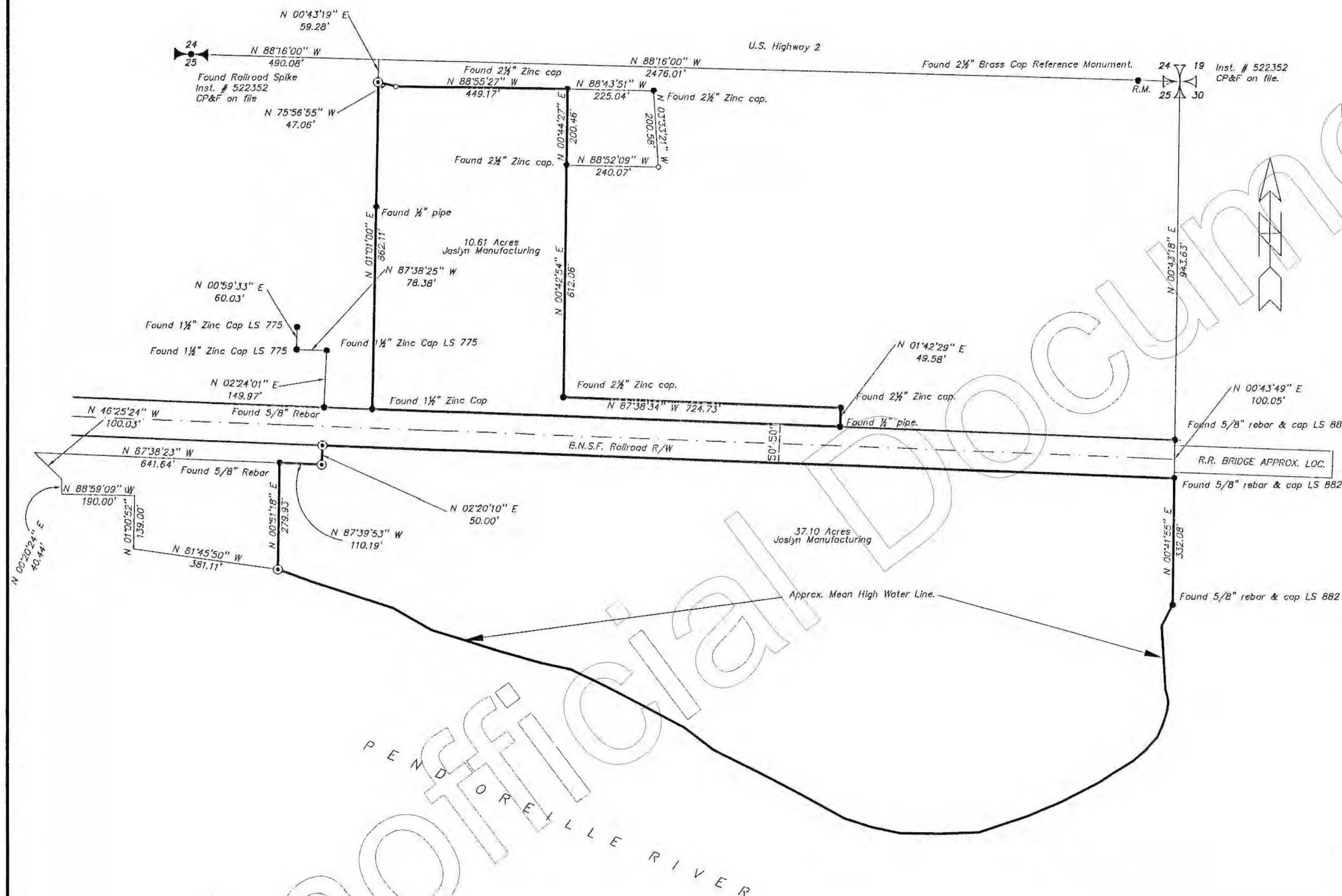
- Found as noted
- ⊙ Set 5/8" rebar & plastic cap PLS-5713
- ⊕ Section Corner Falls in Water
- Computed point, not set
- () Record per Record of Survey, Instrument Number 313233
- [] Record per Plat of Sherwood Beach Addition No. 3

BASIS OF BEARINGS

Per Record of Survey Inst. #304340
filed in Bonner County Idaho.



Scale 1" = 200'



SURVEYOR'S CERTIFICATE

I, Lawrence A. Glahe, P.L.S. 5713, do hereby certify that this Record of Survey has been prepared by me or under my direction in conformance to Chapter 19, Title 55 of the Idaho Code and that the map shown hereon is a true representation of a survey made by me on 12 day of Jan, 1998, at 8:32 o'clock A.m.



RECORDER'S CERTIFICATE

Filed this 12 day of Jan, 1998, at 8:32 o'clock A.m., at the request of Glahe & Associates, Inc., as Instrument Number 538254.

By Lawrence A. Glahe
County Recorder 13.02

1/4	SECTION	TOWNSHIP	RANGE		RECORD OF SURVEY FOR JOSLYN MANUFACTURING GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS Box 1863 Sandpoint, Idaho 83864 208-265-4474		SCALE 1" = 200'	
25	56	5	N				W	CHECKED BY LAC
PROJECT NUMBER 58110		FILE NAME JOSLYN		PLOT DATE 11/10/98		DATE OCT., 1998		SHEET 1 of 1

73866

Page 1. 65

WARRANTY DEED

THIS INDENTURE, Made this 31st day of December 1959
BETWEEN Schaefer-Hitchcock Company a cor-
poration created and existing under and by virtue of the
laws of the State of Idaho and doing business
in the State of Idaho party of the first part,
and Joslyn Mfg. and Supply Co. a cor-
poration created and existing under and by virtue of the
laws of the State of Illinois having its principal
office in Chicago, Illinois
party of the second part:

WITNESSETH, That the said party of the first
part, for and in consideration of the sum of One Hundred
(\$100.00) and No/100 Dollars in hand paid by the said party
of the second part, the receipt whereof is hereby acknowledged,
and the said party of the second part forever released and
discharged therefrom has granted, bargained, sold, remised,
released, conveyed, aliened and confirmed, and by these
presents does grant, bargain, sell, remise, release, convey,
alien and confirm, unto the said party of the second part,
and to its successors and assigns FOREVER, all the following
described lots, pieces, or parcels of land situated in the
City of , County of
Bonner and State of Idaho and known and
described as follows, TO WIT:

FILED FOR RECORD Dec. 31 - 1959 9:46 AM DEPT. OF CLERK, BONNER COUNTY RECORDER
DOUGLAS L. KIRBY, CLERK
By John L. Kirby, Deputy

Beginning at the point where the east line of Lot 6 of Section 25, T 56 N, R 5 W, Boise Meridian, intersects the south line of the Great Northern Railway right of way; thence westerly along said south line of said right of way 360 feet; thence southeasterly at an angle of 41 with the said south line of said right of way 100 feet; thence south 40 feet on a line running parallel with the east line of said Lot 6; thence due east 190 feet; thence south approximately 100 feet on a line running parallel with the east line of said Lot 6 to the north bank of the Pend Oreille River; thence southeasterly along the river bank to the east line of said Lot 6; thence north along the east line of Lot 6 to the point of beginning, all being situated in Lot 6 of Section 25, T 56 N, R 5 W, Boise Meridian, Bonner County, State of Idaho, subject to the following described easement:

Together with the use of a 20 foot right of way, in common with a prior grantor of the party of the first part, its successors and assigns, starting at the northwest corner of the above described property running thence north and northwesterly along side of and adjacent to the east and northeast boundary line of the property now owned by Wm. C. House.

Also, Lot 4 and that part of Lot 5 and the northeast quarter of the northeast quarter lying south of the Great Northern Railway right of way, all in Section 25, T 56 N, R 5 W, Boise Meridian, Bonner County, State of Idaho, subject to all existing easements and reservations.

Also, a parcel of land lying situate in the northeast quarter of Section 25, T 56 N, R 5 W, Boise Meridian, described as follows, to wit:

Beginning at a point which is approximately 985.3 feet east of the north quarter corner of Section 25, T 56 N, R 5 W, Boise Meridian and approximately 929.4 feet south of the section line common to Sections 24 and 25 of the above township and range which point of beginning is on the north right of way line of the Great Northern Railway; thence South 89° 08' East 725 feet along the north right of way line of the Great Northern Railway Company; thence north 50 feet; thence North 89° 08' West 725 feet; thence south 50 feet to the point of beginning, said parcel of land lying directly north of and parallel to the Great Northern Railway Company right of way, reserving, however, to the Kaniksu Forests Products, Inc., its successors and assigns, the right to cross such strip for railroad right of way purposes and to construct thereon, if necessary or desirable, a railroad spur track to connect with the Great Northern Railway Company railroad adjacent to said strip of land.

Also, a tract of land situated in Lot 5 of Section 25, T 56 N, R 5 W, Boise Meridian, Bonner County, State of Idaho, described as follows:

Beginning at a point on the south right of way line of the Power Line which is 490 feet east of the north quarter corner of Section 25, T 56 N, R 5 W, Boise Meridian, and 41 feet south of the section line between Sections 24 and 25, T 56 N, R 5 W, Boise Meridian; thence south 590.9 feet; thence South 89° 08' East 445.5 feet; thence north 601.4 feet to a point on the south line of the Power Line right of way, said point being 38.6 feet south of the said section line between Sections 24 and 25, T 56 N, R 5 W, Boise Meridian, and 935.3 feet east of the north quarter corner of said Section 25; thence west along the south line of the Power Line right of way South 89° 41' West 445.3 feet to the place of beginning and containing 6.13 acres.

TOGETHER WITH ALL AND SINGULAR The hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns, FOREVER.

AND The Said Schaefer-Hitchcock Company party of the first part, for itself and its successors, does covenant, grant, bargain and agree, to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

THIS DEED is executed pursuant to authority given by the Board of Directors of said Corporation.

IN TESTIMONY WHEREOF, the said Schaefer-Hitchcock Company a Corporation hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice-President, and attested by its Assistant Secretary, the day and year first above written.

Schaefer-Hitchcock Company

By P. W. Lotz Vice-President



By G. B. Sturtz Secretary



SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature] [Signature]

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

I, Bernice Lacina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that P. W. LOTZ, personally known to me to be the President of the Schaefer-Hitchcock Company, a corporation, and G. B. STURTZ, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of December, 1959.

Bernice Lacina
Bernice Lacina

NOTARY PUBLIC

My Commission Expires:

April 23, 1963



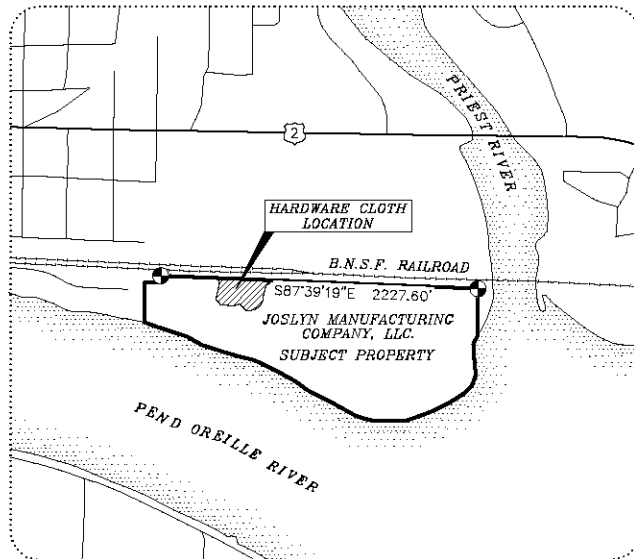
SCHEDULE B

EXHIBIT MAP

FOR
ERM

LYING IN A PORTION OF SECTION 25,
TOWNSHIP 56 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

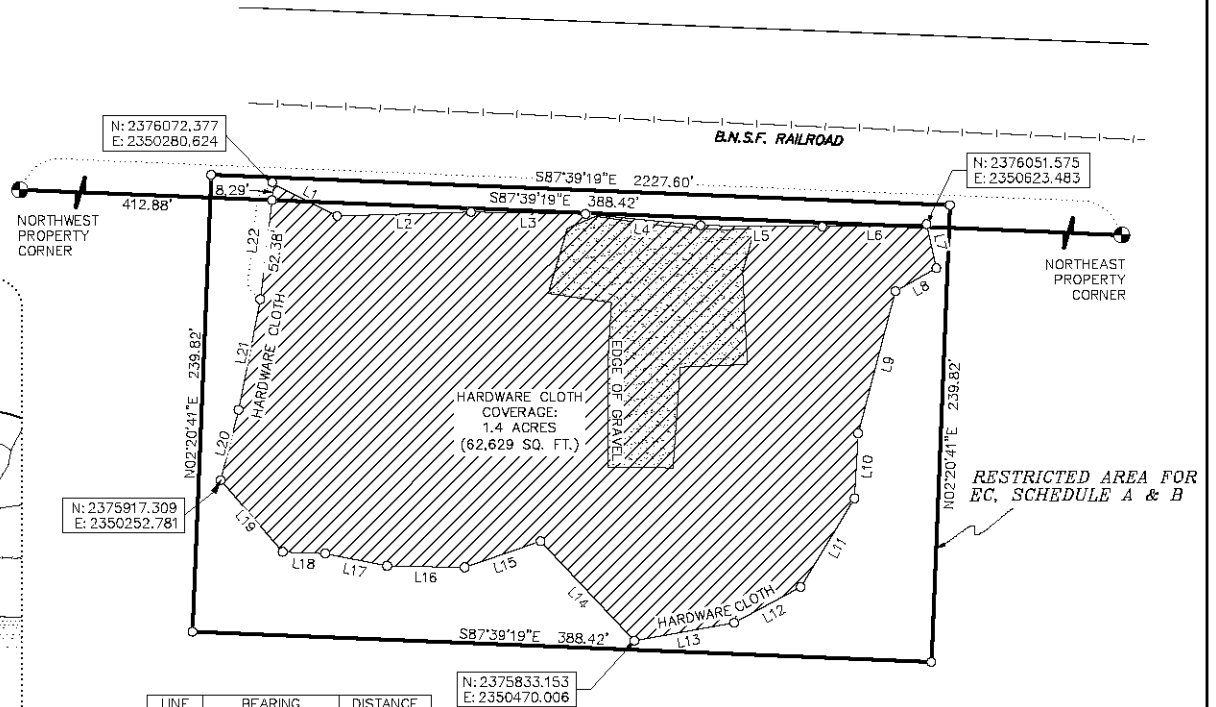
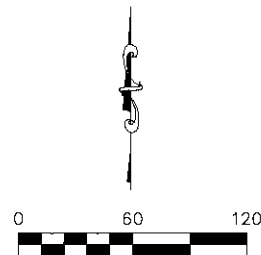
VICINITY MAP - NOT TO SCALE



LEGEND

- CALCULATED POINT, NOTHING SET
- ⊕ PREVIOUSLY FOUND PROPERTY CORNER

NOTE:
COORDINATES SHOWN
ARE GRID COORDINATES



LINE	BEARING	DISTANCE
L1	S63°35'22"E	37.18'
L2	N88°17'02"E	70.32'
L3	S89°00'56"E	60.18'
L4	S84°18'40"E	60.71'
L5	S89°23'08"E	63.88'
L6	N88°34'35"E	54.86'
L7	S12°19'37"E	23.61'
L8	S60°37'04"W	24.59'
L9	S14°39'58"W	77.14'
L10	S03°24'50"W	34.17'
L11	S31°18'36"W	54.31'
L12	S61°38'39"W	39.69'
L13	S79°54'37"W	53.22'
L14	N43°22'48"W	71.64'
L15	S71°07'06"W	42.17'
L16	N88°55'08"W	40.76'
L17	N78°42'06"W	33.14'
L18	N88°02'02"W	22.36'
L19	N40°47'41"W	49.82'
L20	N14°18'07"E	38.02'
L21	N11°06'23"E	59.09'
L22	N06°41'34"E	60.67'

N: 2375833.153
E: 2350470.006



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS AND COORDINATES REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.0000726850.

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
P.O. Box 1863
Sandpoint, ID 83864
208-265-4474

SCALE: 1"=60'
DRAWN BY: SWO
DATE: 9/14/2021
DWG: 18-079
SHEET 1 of 1

SCHEDULE C



Prepared for:

Joslyn Manufacturing Company, LLC

Operations and Maintenance Plan

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Priest River, Idaho

26 April 2021

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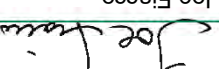
Operations and Maintenance Plan

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Priest River, Idaho

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Acronyms and Abbreviations

Name	Description
EC	Environmental covenant
ERM	ERM-West, Inc.
IDEQ	Idaho Department of Environmental Quality
Joslyn	Joslyn Manufacturing Company, LLC
O&M Plan	Operations and Maintenance Plan
PAH	Polycyclic aromatic hydrocarbons
SGMP	Soil and Groundwater Management Plan
Site	The former post and pole manufacturing and treatment facility near Highway 2 and East Railroad in Priest River, Idaho
VCP	Voluntary Cleanup Program

1. INTRODUCTION

ERM-West, Inc. (ERM) has prepared this Operations and Maintenance Plan (O&M Plan), which is included as an appendix to the VCP Remediation Completion Report (ERM 2021), on behalf of Joslyn Manufacturing Company, LLC (Joslyn) for the former post and pole manufacturing and treatment facility in Priest River, Idaho (Site; see Figure 1). The Site is identified by Bonner County tax parcel numbers RP56N05W250501A and RPR00000250700A.

This O&M Plan sets forth the procedures and requirements for the maintenance, repair, inspection, and reporting associated with the remedial systems constructed at the Site, which are summarized in Section 1.3 below and are documented in VCP Remediation Completion Report (ERM 2021). The property owner or a duly authorized representative shall provide a copy of this O&M Plan to parties engaging in activities documented in this document. The property owner or a duly authorized representative shall adhere to this O&M Plan except in the case of a superseding federal, state, and/or local law or regulation.

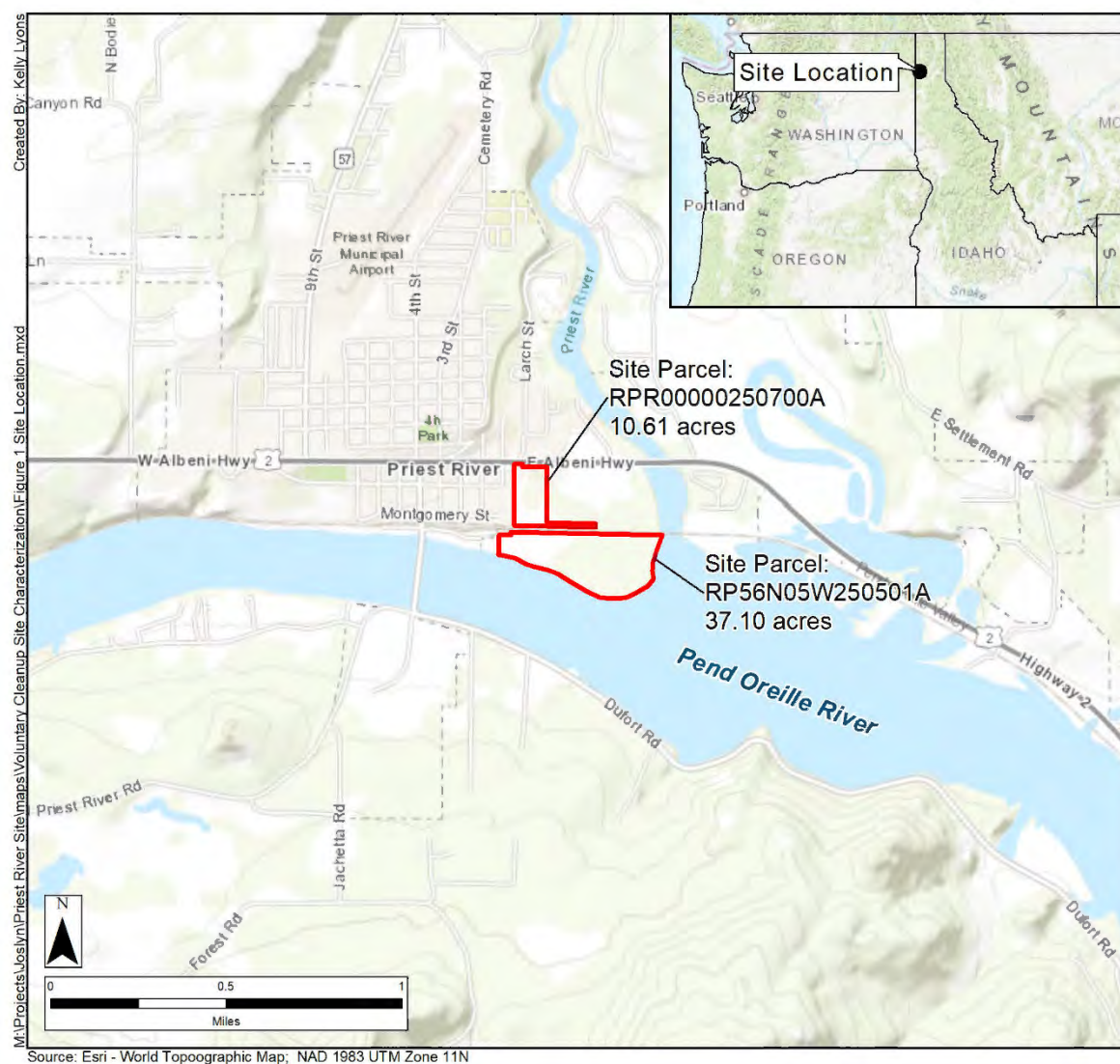


Figure 1: Site Location Map

1.1 Roles and Responsibilities

This section lists the various Site stakeholders, and their roles and responsibilities for successful implementation of this O&M Plan:

IDEQ	IDEQ is currently acting as the lead regulatory agency overseeing the investigation and remediation of the Site. In the event that IDEQ ends its involvement, a successor agency will be named as the lead regulatory oversight agency responsible for this Site.
ERM	ERM is the environmental consulting firm that prepared this O&M Plan. ERM supported Joslyn on the Site investigation and remediation.
Joslyn	Current property owner of the Site, responsible for the Site investigation and remediation.
Future Property Owner	The Property Owner at the time that any activities covered by this O&M Plan are performed at the Site. The Property Owner is responsible for ensuring that any O&M activities performed on the Site by Property Owner or its contractors are completed in accordance with this O&M Plan.

1.2 Site History

The southern parcel was formerly operated as a post and pole manufacturing and creosote wood treating facility from approximately 1920 through 1958; the northern parcel has always remained undeveloped and was used to access the southern parcel (ERM 2018). Joslyn acquired the Site from Schaefer and Hitchcock in 1959, after manufacturing operations ceased. Some of the former treatment plant facilities remained after the sale but were removed by 1966, including the sorting racks, rail system, steam building, creosote aboveground storage tanks, storage buildings, office, and incisor buildings (ERM 2018). The Site has remained vacant and undeveloped since the removal of the former treatment plant facilities. Historical Site features are shown on Figure 2.

In 2018, ERM identified the presence of an underground storage tank (Figure 2) that, according to local officials, previously contained gasoline and/or diesel (ERM 2018). ERM removed this tank in 2019 (ERM 2019b). Between 2019 and 2020, ERM completed additional Site characterization activities in order to fully delineate impacts to groundwater and evaluate impacts to surficial soil (ERM 2020a).

The Site has remained vacant and undeveloped since the removal of the former treatment plant facilities except for groundwater monitoring wells. Historical Site features and existing Site features (i.e., groundwater monitoring well network) are shown on Figure 2. The Pend Oreille River and Priest River are adjacent to the southern and eastern edges of the Site, respectively.

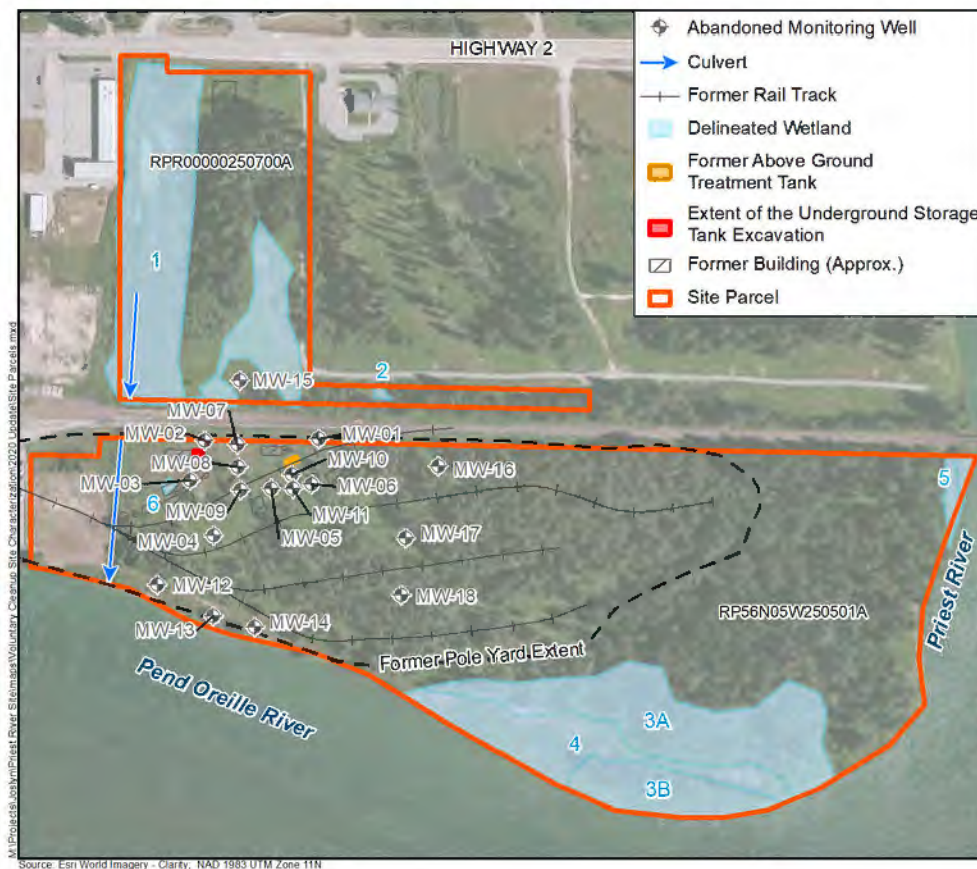


Figure 2: Site Features

1.3 Idaho Department of Environmental Quality-Approved Remedial Actions

Between 27 October 2020 and 12 February 2021, Joslyn completed remediation activities at the Site in accordance with the Idaho Department of Environmental Quality (IDEQ)-approved Voluntary Cleanup Program (VCP) Remediation Work Plan (ERM 2020b).

The IDEQ-approved remedial alternative included an excavation of shallow soils and emplacement of a hardware cloth and cover system, and the recording of an environmental covenant (EC) to limit use of groundwater and soil management. The area where remedial measures were constructed is shown on Figure 3. Additional details regarding the implementation of the IDEQ-approved remedial alternative are included in the VCP Remediation Completion Report (ERM 2021).

Details regarding historical Site activities and results can be found in the following reports:

- 2018 Phase I Environmental Site Assessment Report (ERM 2018)
- 2019 Voluntary Cleanup Program Site Characterization Work Plan (ERM 2019a)
- 2019 Phase II Environmental Site Assessment Report (ERM 2019b)
- 2020 Voluntary Cleanup Program Site Characterization Completion Report (ERM 2020a)
- 2020 Revised Voluntary Cleanup Program Remediation Work Plan (ERM 2020b)
- 2020 Human Health and Ecological Risk Assessment (ERM 2020c)

■ 2021 Voluntary Cleanup Remediation Completion Report (ERM 2021)

1.4 Definitions

Definitions used in this O&M Plan include:

- Cover System: A 0.5-foot thick layer of clean imported soil overlying a hardware cloth, which were installed to prevent direct contact with soils containing polycyclic aromatic hydrocarbons (PAHs).
- Clean Imported Soil: Top soil or gravel that has been imported and does not exceed the IDEQ screening values for the intended land use.
- Hardware Cloth: $\frac{3}{4}$ -inch thick 20-gauge steel wire mesh acting as a barrier to burrowing animals, physical deterrent to further excavation, and visual indicator that contaminated soil may exist below.
- Residual Impacts: contamination from former pole treatment operations, primarily PAHs, that remains in soil and/or groundwater.
- Plan Area: The portion of the Site where remedial measures were constructed in order to mitigate risk associated with residual impacts to future receptors (Figure 3).
- Work: Any activity within the Plan Area that exposes impacted soil and/or groundwater. Also, any activity that penetrates the Cover System.

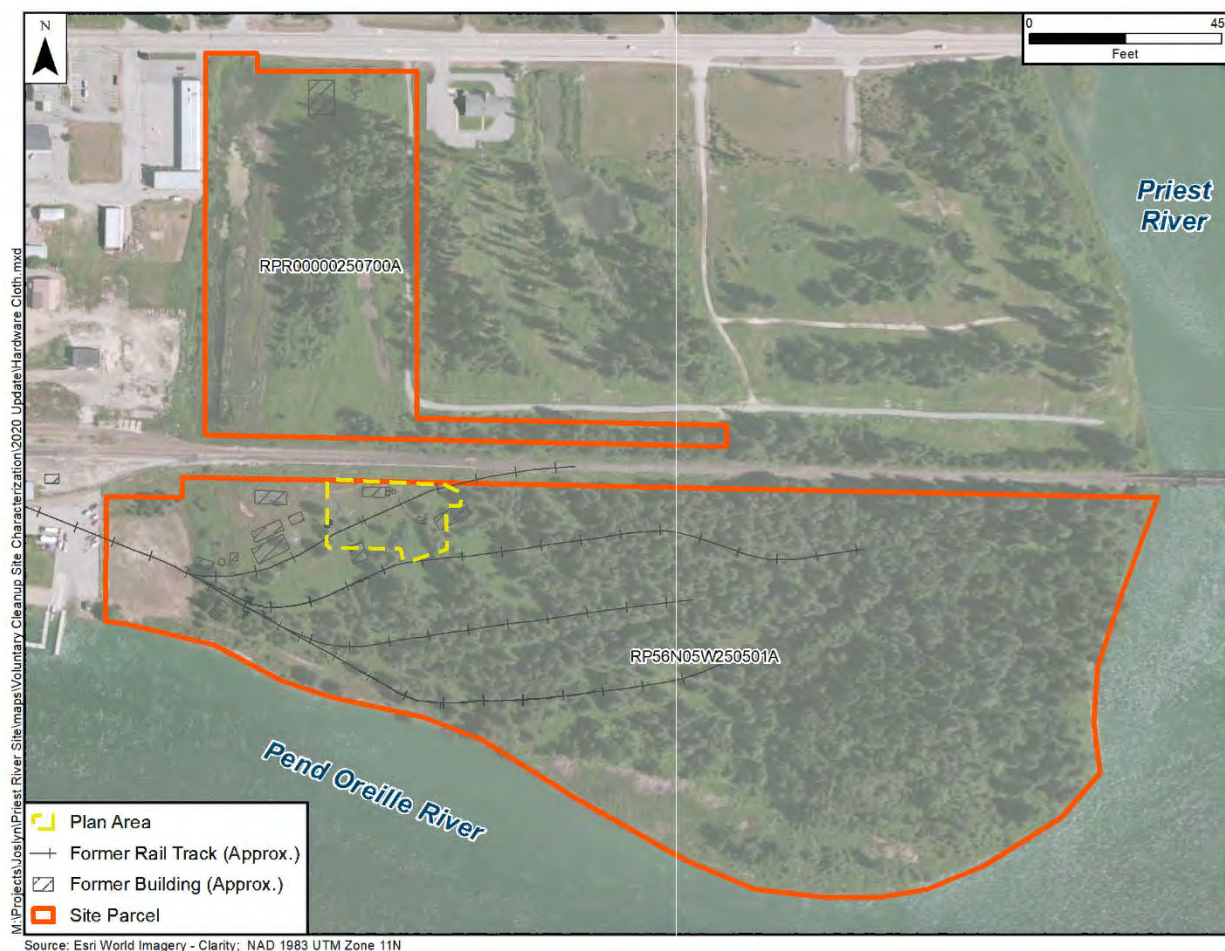


Figure 3: Plan Area

2. SITE INSPECTION, MAINTENANCE, AND REPORTING REQUIREMENTS

2.1 Semi-annual Inspections

As noted above, the property owner has entered into an EC with IDEQ. The EC stipulates that the compliance reporting requirements set forth by this O&M Plan must be completed on a semi-annual basis.

Property owner personnel, or their representative, should conduct semi-annual (spring and fall) Site inspections to assess the condition of the Cover System installed during the Site remediation activities. Site inspections should identify damage, failure, or imminent threats to the Cover System that require a response. If response actions are required as a result of an inspection, the property owner or duly authorized representative will notify IDEQ that adverse impacts to the Cover System were observed within 15 days after completion of the inspection.

2.1.1 Features to Inspect

An inspection checklist is provided in Attachment A. The items listed in the inspection checklist are intended to protect human health and the environment by limiting direct contact with Residual Impacts in the Plan Area. The property owner may elect to add items to the checklist, but if this occurs, they shall notify Joslyn and IDEQ within 30 days of making any such changes.

Property owner personnel or their representatives should visually inspect the Plan Area at a time when surface features are readily visible (e.g., clear of snow). Inspections should be non-destructive and consist of a visual assessment done by walking over and around the Plan Area.

If any work is conducted within the Plan Area, property owner personnel or their representative, must inspect the work area and complete the inspection checklist prior to project closure. In addition, IDEQ may call for unscheduled inspections in response to a significant event (e.g., catastrophic weather event or fire).

2.1.2 Response Actions

In the event that any wear or damage (as described in Section 2.3) is identified to the Cover System or any other protective feature within the Plan Area, the property owner shall undertake response actions to correct or restore the wear or damage.

Public access shall not be allowed in the portion of the Plan Area where wear or damage has occurred until the appropriate corrective action is taken.

2.2 Routine Maintenance

Routine maintenance is intended to preserve the integrity of the Cover System and is necessary to address anticipated issues that may arise during the normal course of events and use of the Site. Routine maintenance activities described in this section are intended for proactive management of the Site. All maintenance activities should be documented in a maintenance log (see Attachment B). Personnel conducting routine maintenance should be familiar with the Site and have proper training related to the Site hazards. Routine maintenance activities may be coupled with regular inspection activities at the discretion of the property owner; however, the actual maintenance frequency will depend on inspection observations.

2.3 Repair and Restoration

Best management practices should be used to stabilize exposed soils within the Plan Area and to prevent contaminating other areas while repairs are made.

Repairs and restoration activities may be required due to the following potential issues:

- Mass movement of materials caused by catastrophic rainfall/runoff events.
- Damage to vegetation due to fire, drought, or extreme use.
- Growth of woody vegetation, such as trees or bushes that could damage the Hardware Cloth.
- Evidence of burrowing animals within the Plan Area.

The following measures should be taken in the event that a significant repair is necessary:

- Backfill and grade any eroded areas with clean soil and restore the grade to match the original design grade. Gravel and soil materials may be reused if there are no apparent signs of contact with contaminated soils and the material can be recovered without intermixing with contaminated soils.
- Gravel and soil areas should be compacted to form a firm stable surface. Large areas may require multiple passes with a riding compactor. Compaction shall continue until indentations from the compactor are no longer noticed. Water may be added in small amounts to aid compaction.
- Remove woody vegetation by cutting the plant at the ground surface, but not removing the root structure.
- Re-seed vegetated areas with a native seed mix during the spring or fall.

Access to repaired areas should be restricted until such time that vegetation has grown and is deemed, through inspection, to be robust and healthy.

All repairs shall provide the same protection for human health and ecological receptors as the original design.

2.4 Notification and Documentation of Work

The party conducting Work shall provide written notice to Joslyn and IDEQ at least 30 days prior to any planned Work¹. If emergency Work is required that does not allow for the 30-day prior notice described above, the party conducting the Work shall provide written notice as far in advance as reasonably possible under the circumstances. At minimum, the written notice shall include:

- Identification of the contractor(s) who will complete the work and their qualifications to complete work in an area containing Residual Impacts;
- A description of the planned Work, including estimated start and completion dates of the work, areas, and depths of trenches or excavations;
- A map showing location(s) of the planned Work;
- Estimated volume of soil to be excavated and/or groundwater to be dewatered for construction, if appropriate;
- A description of how the excavated soil and/or groundwater shall be managed, if appropriate;

¹ For minor repairs (i.e., re-vegetation), the property owner is not required to contact IDEQ prior to implementing the repairs, though they may choose to do so.

- Name(s) of the disposal facility(ies) where the excavated soil and/or groundwater shall be transported for disposal or discharge, if appropriate; and
- A description of how the Hardware Cloth and Cover System will be repaired.

Within 30 days after completing the Work, the party conducting the Work shall provide written documentation of the Work to IDEQ, including manifests or shipping papers documenting soil and water disposal, Hardware Cloth and/or Cover System repair, and photographs showing the post-activity condition of the Plan Area.

Notification to Digline, Inc. is required prior to any subsurface Work. The Plan Area is identified in the publically recorded EC, and calling 811 will trigger an alert sent to individuals performing Work at the Site.

2.4.1 Annual Inspection Report

As required by the EC, the property owner or duly authorized representative shall submit to IDEQ an annual inspection report documenting the semi-annual inspections by 15 January of each year. The annual inspection report will include the following information:

- Inspection dates;
- Inspector's name and affiliation;
- Summary of observations;
- Summary of any repairs made or Work conducted; and
- Completed semi-annual inspection forms.

3. SOIL AND GROUNDWATER MANAGEMENT

The Soil and Groundwater Management Plan (SGMP), included as an appendix to the VCP Remediation Completion Report (ERM 2021), provides a framework for managing potentially impacted soil and groundwater within the Plan Area during subsurface activities, such as utility work, construction, or dewatering. The property owner or a duly authorized representative shall provide a copy of the SGMP to parties engaging in Work activities that involve handling potentially impacted soil and/or groundwater. Workers shall adhere to the SGMP except in the case of a superseding federal, state, and/or local regulation.

4. SITE HEALTH AND SAFETY

The property owner or duly authorized representative, project engineer, or contractors must adhere to all applicable federal, state, and local regulations and codes related to health and safety as they apply to activities within the Plan Area. All personnel contracted to handle potentially contaminated soil or groundwater shall be certified under the federal Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) as specified by OSHA standards 1910.120(a)(1)(i-v) and 1926.65(a)(1)(i-v).

5. NOTIFICATIONS

Parties conducting the Work shall notify IDEQ using the following contact information:

IDEQ Contact Information

Steve Gill
IDEQ Brownfields Analyst
2110 Ironwood Parkway
Coeur d'Alene, Idaho 83814

steve.gill@deg.idaho.gov
(208) 666-4632 (Office)
(208) 215-5986 (Cell)

If contact information should change, then new contact information shall be incorporated as an addendum to this O&M Plan.

6. REFERENCES

ERM-West, Inc. (ERM). 2018. Phase I Environmental Site Assessment Report.

_____. 2019a. Voluntary Cleanup Program Site Characterization Work Plan.

_____. 2019b. Phase II Environmental Site Assessment Report.

_____. 2020a. Voluntary Cleanup Program Site Characterization Completion Report.

_____. 2020b. Revised Voluntary Cleanup Program Remediation Work Plan.

_____. 2020c. Human Health and Ecological Risk Assessment.

_____. 2021. VCP Remediation Completion Report.

ATTACHMENT A SEMI-ANNUAL INSPECTION FORM

Attachment A - Semiannual Inspection Form

Date of Inspection:

Inspected By:

Weather Conditions:

Reviewed By:

Former Joslyn Priest River Site						
Location	Feature	Description	Inspected	Notes/Description	Recommendation	
					No Action	Repair
Cover System	Cover Soil	Does the cover soil appear to be unstable or have sloughing or sliding material?				
		Are there rills or washout from runoff water?				
		Is there evidence of burrowing animals?				
	Vegetation	Does grass appear healthy and cover vegetated all areas?				
		Are there any weeds or woody vegetation growing on cover system?				
Hardware Cloth	Steel Wire Mesh	Is the steel wire mesh visible in any areas?				
		If visible, does the steel wire mesh appear to be good in condition?				
	Metal Tacks and Rings	Are any metal tacks and rings visible in any areas?				
		If visible, do the metal tacks and rings appear to be secure/fastened to the ground surface?				
		Inspector Signature:				Date:
		Reviewer Signature:				Date:

ATTACHMENT B MAINTENANCE LOG

Attachment B - Maintenance Log

Date of Maintenance:

Maintenance Performed By:

Weather Conditions:

Reviewed By:

Former Joslyn Priest River Site				
Location	Feature	Description of Maintenance Peformed	Date Maintenance Performed	Notes/Description
Cover System	Cover Soil			
	Vegetation			
Hardware Cloth	Steel Wire Mesh			
	Metal Tacks and Rings			
Maintainer Signature:			Date:	
Reviewer Signature:			Date:	