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Recording Requested By and
When Recorded Return to:

Instrument # 230567

CLEARWATER COUNTY , OROFINO, IDAHO
3-16-2017 12:52:33 PM No. of Pages: 21
Recorded for : DEQ ST OF ID
CARRIE BIRD Fee: 0.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: COVENANTS, PROTECTIVE

return to Fish + Game

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 executed by the State of Idaho, Idaho Fish and Game 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. State of Idaho, Idaho Fish and Game is a "holder" as defined in Idaho Code § 55-3002(6). State of Idaho, Idaho Fish and Game, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property 803 Schmidt Mill Road County of Clearwater, State of Idaho, referred to as Parcel PR35N04E192401 and legally described in the warranty deed in Attachment A (hereafter referred to as "the Property"). The Restricted Area of the Property is illustrated in the map in Attachment B. The Restricted area will be limited to 100 feet either side of Latitude 46.368441 and Longitude 116.010862 running north from these east/west points to the Schmidt Mill Road and south to the high waterline of the Deyo Reservoir.

Property Ownership. State of Idaho, Idaho Fish and Game 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 State of Idaho, Idaho Fish and Game 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 fueling facility for the former Schmidt Mill site, becoming contaminated with benzene, ethylbenzene, zylenes, and Naphthalene. In 2009 the Department conducted a site assessment of the site when contamination was found. This Environmental Covenant is required because the residual concentrations of benzene, ethylbenzene, zylenes, and

Naphthalene were found in soil 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 Schmidt Mill file can be found at the DEQ Lewiston Regional Office 1118 "F" St. Lewiston, ID 83501.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, State of Idaho, Idaho Fish and Game, 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:

There shall be no extraction of groundwater under, the Restricted Area of the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.

Breach and Cure of Activity and Use Limitations State of Idaho, Idaho Fish and Game, 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 State of Idaho, Idaho Fish and Game, 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 restricted area of 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 State of Idaho, Idaho Fish and Game, 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, State of Idaho, Idaho Fish and Game, 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 State of Idaho, Idaho Fish and Game, 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. State of Idaho, Idaho Fish and Game, 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 and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against State of Idaho, Idaho Fish and Game or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of State of Idaho, Idaho Fish and Game, 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 State of Idaho, Idaho Fish and Game 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 Conveyer 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 State of Idaho, Idaho Fish and Game 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.

IDAHO DEPARTMENT OF FISH AND GAME:

Virgil Moore, Director
Idaho Department of Fish and Game
600 S. Walnut
P.O. Box 25
Boise, Idaho 83707

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 State of Idaho, Idaho Fish and Game or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of State of Idaho, Idaho Fish and Game 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: *John H. Tippetts*
Printed Name: John H. Tippetts
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this 10 day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, 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: *Rosie M. Alonzo*
Residing at: *Nampa, Idaho*
Commission Expires: *11/21/2020*

Attachment A Legal Description and Deed of Property

227897

71

JAN 05 2016

When Recorded Return to:
Katherine Cousins
Mitigation Staff Biologist
Idaho Department of Fish and Game
2885 W. Kathleen Avenue
Coeur d'Alene, ID 83815

Instrument # 227897
CLEARWATER COUNTY, OROFINO, IDAHO
12-30-2015 02:27:00 PM No. of Pages: 11
Recorded for : CCLT ✕
CARRIE BIRD Fee: 40.00
Ex-Officio Recorder Deputy *Carrie Bird*
Index to: DEED WARRANTY CORRECTION *return to **

This Correction Warranty Deed is being recorded to correct the legal description set forth in that certain Warranty Deed recorded June 11, 2008, as Instrument No. 209089, and the Correction Warranty Deed recorded July 1, 2015, as Instrument No. 226749, official records of Clearwater County, Idaho

CORRECTION WARRANTY DEED

HOWARD BIRD, whose address is 1276 Twin Ridge Road, Orofino, ID 83544 ("Grantor"), previously conveyed to the STATE OF IDAHO, IDAHO FISH AND GAME COMMISSION ("Grantee") that certain property described by Warranty Deed recorded June 11, 2008, as Instrument No. 209089 official records of Clearwater County, Idaho. By this CORRECTION WARRANTY DEED, Grantor and Grantee hereby correct such conveyance to revise the legal description contained in the previously recorded Warranty Deed attached hereto as EXHIBIT B. This CORRECTION WARRANTY DEED is also correcting the CORRECTION WARRANTY DEED recorded July 1, 2015, as Instrument No. 226749.

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Grantor and Grantee hereby intend to correct the legal description previously recorded and as shown on EXHIBIT B, and hereby sets forth that certain revised legal description described on EXHIBIT A attached hereto and by this reference made a part hereof.

IN ALL OTHER RESPECTS, the Warranty Deed attached hereto as EXHIBIT B shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed this 30 day of December, 2015.

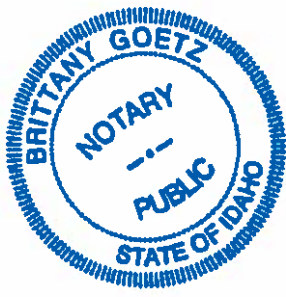
Dated: 12/30/15

Howard Bird
Howard Bird
Grantor

STATE OF Idaho)
SS.
COUNTY OF Clearwater)

On this 30th day of December, 2015, before me, a Notary Public in and for said State, personally appeared **Howard Bird** known or identified to me 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.

Signature
Brittany Goetz
Printed
Notary Public of Idaho
Residing at: Orofino
Commission Expires: 8/01/17



Acceptance of the Deed for the Idaho Fish and Game Commission

Dated: 12/18/2015

Virgil Moore
Virgil Moore, Director as Secretary of the Commission
(Grantee)

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this 18th day of December, 2015, before me, a Notary Public in and for said State, personally appeared Virgil Moore, known or identified to me 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.

Mary C. Boyer
Signature
Mary C. Boyer
Printed
Notary Public of State of Idaho
Residing at: Boise
Commission Expires: My Commission Expires
August 31, 2017

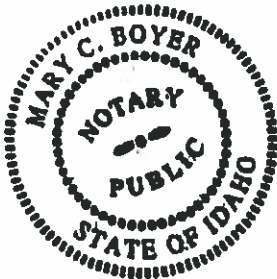


Exhibit A

Corrected Legal Description

A parcel of land situate in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 35 North, Range 4 East, Boise Meridian, Clearwater County, State of Idaho, and more particularly described as follows:

Beginning at a found $\frac{5}{8}$ " diameter rebar with a PLS 3003 cap marking the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 19, said point bears North $89^{\circ}59'38''$ East a distance of 2709.31 feet (2710.27 feet record distance) from a found $\frac{5}{8}$ " diameter rebar with a PLS 3003 cap marking the Northwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 19, said point is the **TRUE POINT OF BEGINNING**; thence South $00^{\circ}00'20''$ West, along the East boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, a distance of 133.74 feet to a found $\frac{5}{8}$ " diameter rebar with a PLS 3003 cap; thence South $00^{\circ}00'20''$ West, along the East boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, a distance of 56.10 feet to the point of intersection with an existing fence line; thence generally following along said fence line the following courses:

thence North $61^{\circ}35'35''$ West a distance of 5.84 feet to an angle point in said fence line;
thence North $77^{\circ}46'32''$ West a distance of 230.05 feet to an angle point in said fence line;
thence North $88^{\circ}20'14''$ West a distance of 279.23 feet to an angle point in said fence line;
thence South $82^{\circ}26'45''$ West a distance of 204.06 feet to an angle point in said fence line;
thence North $87^{\circ}39'16''$ West a distance of 334.06 feet to an angle point in said fence line;
thence North $70^{\circ}33'24''$ West a distance of 112.17 feet to an angle point in said fence line;
thence North $53^{\circ}33'48''$ West a distance of 102.26 feet to an angle point in said fence line;
thence North $75^{\circ}26'38''$ West a distance of 84.43 feet to an angle point in said fence line;
thence North $86^{\circ}13'40''$ West a distance of 185.54 feet to an angle point in said fence line;
thence South $25^{\circ}38'15''$ West a distance of 266.31 feet to an angle point in said fence line;
thence South $14^{\circ}51'58''$ West a distance of 221.08 feet to an angle point in said fence line;
thence South $62^{\circ}12'20''$ West a distance of 36.10 feet to an angle point in said fence line;
thence North $79^{\circ}48'29''$ West a distance of 35.81 feet to an angle point in said fence line;
thence North $41^{\circ}47'34''$ West a distance of 105.83 feet to an angle point in said fence line;
thence North $54^{\circ}48'26''$ West a distance of 214.73 feet to an angle point in said fence line;
thence North $29^{\circ}54'00''$ West a distance of 138.32 feet to an angle point in said fence line;
thence South $84^{\circ}57'44''$ West a distance of 239.49 feet to an angle point in said fence line;
thence North $46^{\circ}41'19''$ West a distance of 254.19 feet to the point of intersection with the North boundary of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19;

thence, following along the North boundary of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, North $89^{\circ}59'38''$ East a distance of 1126.14 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19; thence North $89^{\circ}59'38''$ East, following along the North boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, a distance of 51.30 feet to a found $\frac{5}{8}$ " diameter rebar with a PLS 3003 plastic cap; thence North $89^{\circ}59'38''$ East, following along North boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, a distance of

Exhibit A - continued

1300.24 feet to a found 5/8" diameter rebar with a PLS 3003 cap marking the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 19, said point being the **TRUE POINT OF BEGINNING**.

Containing 9.34 acres, more or less.

Exhibit B

Instrument # 200089
CLEARWATER COUNTY, OROFINO, IDAHO
6-34-2008 TDS-22 No. of Pages 6
Recorded by: IDAHO FISH AND GAME
KATHERINE COUSINS Fax: 838
Ex-Officio Recorder Deputy
Name: DIED, CLAY-CLAN

2008089
QUITCLAIM DEED

RECEIVED INDEXED
FILMED DEIVERED
TE MAILED

FOR VALUE RECEIVED and other considerations, Howard Bird, whose address is 4062 Canyon Creek Road, Orofino, Idaho 83544 does hereby convey, release, remise, and forever quitclaim unto the STATE OF IDAHO, Idaho Fish and Game Commission and its heirs, successors and assigns the following described property:

A parcel of land containing 8.93 acres, more or less, in the South 1/2 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 35 North, Range 4 East, Boise Meridian, Clearwater County, State of Idaho, and more particularly described in Exhibit A.

This gift is for the State to use the described property as a permanent flood and public access area, for the purpose of ingress, egress, brush clearing, trail development, occupation and development of a recreational fishing reservoir. State will clear the gifted land of brush and trees prior to inundation.

The construction of the reservoir must be completed on or before December 31, 2010. If the State does not use the gifted property as a recreational fishing reservoir, then the property will revert back to Howard Bird.

Howard Bird will also have for a period of fifteen (15) years the first right of refusal should the State, after developing a recreational fishing reservoir, decide to sell all or part of the property described within Exhibit A.

TOGETHER with all and singular the tenements, hereditaments, water rights, and appurtenances thereto belonging or in anywise appertaining to, the reversion and reversions, remainder and remainders, rents, issues, and profits.

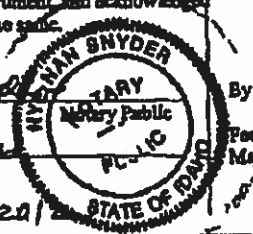
Dated: 6/11/08

Howard Bird Howard Bird

STATE OF Idaho
COUNTY OF Clearwater
On this 11th day of June
2008, before me, a notary public in and for said State personally appeared

Howard Bird
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Dyckman Snyder
Residing at Orofino
Comm. Expires: 08-21-2011



STATE OF IDAHO, COUNTY OF CLEARWATER
I hereby certify that this instrument was filed for record at the request of the Idaho Fish and Game Commission at ___ minutes past ___ o'clock __m., on ___ 20___, in my office, and duly recorded in Book of Deeds at page

By _____ Ex-Officio Recorder
Deputy

*IDAHO DEPT OF FISH AND GAME
KATHERINE COUSINS
2885 W KATHLEEN AVE
COEUR D'ALENE, ID 83815

Exhibit B – continued

Exhibit A

A parcel of land containing 8.93 acres, more or less, in the South ½ of the Northeast ¼ and the North ½ of the Southeast ¼ of the Northwest ¼ of Section 19, Township 35 North, Range 4 East, Boise Meridian, Clearwater County, State of Idaho, and more particularly described as follows:

Commencing at a found 5/8" diameter rebar with a PLS 3003 cap marking the Northwest corner of the Southeast ¼ of the Northeast ¼ of said Section 19, said point bears South 89°59'38" West a distance of 2710.27 feet from a found 5/8" diameter rebar with a PLS 3003 cap marking the Northwest corner of the Southeast ¼ of the Northwest ¼ of said Section 19 and has a reference elevation of 2996.65; thence South 00°00'20" West a distance of 133.74 feet to a found 5/8" diameter rebar with a PLS 3003 cap; thence South 00°00'20" West a distance of 52.65 feet to a point; thence generally following along a mean elevation line of 3004 feet (using a local vertical datum based on the above referenced benchmark elevation of 2996.65 feet) the following courses:

**thence North 79°19'35" West a distance of 18.03 feet to a point;
thence North 74°43'22" West a distance of 3.16 feet to a point;
thence North 80°17'58" West a distance of 72.45 feet to a point;
thence North 80°15'01" West a distance of 9.83 feet to a point;
thence North 67°27'26" West a distance of 36.86 feet to a point;
thence North 82°12'45" West a distance of 12.29 feet to a point;
thence North 88°29'50" West a distance of 21.43 feet to a point;
thence North 84°37'19" West a distance of 8.90 feet to a point;
thence South 87°49'11" West a distance of 7.20 feet to a point;
thence North 81°13'54" West a distance of 3.64 feet to a point;
thence North 89°58'40" West a distance of 3.32 feet to a point;
thence North 74°01'57" West a distance of 10.08 feet to a point;
thence North 63°24'46" West a distance of 8.05 feet to a point;
thence North 63°24'46" West a distance of 6.81 feet to a point;
thence North 69°45'11" West a distance of 5.60 feet to a point;
thence North 83°58'08" West a distance of 10.58 feet to a point;
thence North 89°05'47" West a distance of 17.99 feet to a point;
thence South 88°53'13" West a distance of 41.91 feet to a point;
thence South 80°42'44" West a distance of 17.11 feet to a point;
thence South 82°01'58" West a distance of 15.93 feet to a point;
thence North 85°02'09" West a distance of 73.90 feet to a point;
thence North 72°37'26" West a distance of 4.64 feet to a point;
thence South 85°26'54" West a distance of 6.94 feet to a point;
thence South 81°02'58" West a distance of 10.65 feet to a point;
thence North 89°58'40" West a distance of 22.42 feet to a point;
thence North 63°24'46" West a distance of 1.86 feet to a point;
thence North 81°47'33" West a distance of 25.27 feet to a point;
thence North 85°00'29" West a distance of 12.78 feet to a point;**

Exhibit B - continued

thence North 82°37'32" West a distance of 8.65 feet to a point;
thence North 89°58'40" West a distance of 8.86 feet to a point;
thence North 87°02'32" West a distance of 10.81 feet to a point;
thence South 83°40'55" West a distance of 7.52 feet to a point;
thence North 88°36'50" West a distance of 11.63 feet to a point;
thence South 82°42'59" West a distance of 10.88 feet to a point;
thence South 87°31'58" West a distance of 19.12 feet to a point;
thence South 74°46'01" West a distance of 3.16 feet to a point;
thence South 83°10'56" West a distance of 30.21 feet to a point;
thence North 89°58'40" West a distance of 3.04 feet to a point;
thence South 80°14'23" West a distance of 8.15 feet to a point;
thence South 79°53'51" West a distance of 7.87 feet to a point;
thence South 75°59'09" West a distance of 6.85 feet to a point;
thence South 83°40'55" West a distance of 2.51 feet to a point;
thence South 70°39'48" West a distance of 10.86 feet to a point;
thence South 86°26'45" West a distance of 4.44 feet to a point;
thence South 73°21'41" West a distance of 39.58 feet to a point;
thence South 59°03'30" West a distance of 1.61 feet to a point;
thence South 09°26'24" East a distance of 1.68 feet to a point;
thence South 29°01'57" East a distance of 2.85 feet to a point;
thence South 45°01'20" West a distance of 1.57 feet to a point;
thence South 71°35'14" West a distance of 1.75 feet to a point;
thence North 89°58'40" West a distance of 3.60 feet to a point;
thence South 78°23'19" West a distance of 9.61 feet to a point;
thence North 71°32'34" West a distance of 1.75 feet to a point;
thence North 86°09'49" West a distance of 4.16 feet to a point;
thence South 87°31'58" West a distance of 6.37 feet to a point;
thence North 81°50'52" West a distance of 1.96 feet to a point;
thence South 83°40'55" West a distance of 5.01 feet to a point;
thence North 89°58'40" West a distance of 3.04 feet to a point;
thence North 83°07'29" West a distance of 106.71 feet to a point;
thence South 87°54'04" West a distance of 7.48 feet to a point;
thence North 86°47'53" West a distance of 4.99 feet to a point;
thence North 81°13'54" West a distance of 3.64 feet to a point;
thence North 89°58'40" West a distance of 13.56 feet to a point;
thence North 86°47'53" West a distance of 4.99 feet to a point;
thence North 78°40'04" West a distance of 2.82 feet to a point;
thence North 63°24'46" West a distance of 1.86 feet to a point;
thence North 00°01'20" East a distance of 0.28 feet to a point;
thence North 52°08'50" East a distance of 3.16 feet to a point;
thence North 63°24'46" West a distance of 0.62 feet to a point;
thence North 80°53'15" West a distance of 7.01 feet to a point;
thence North 75°56'30" West a distance of 2.28 feet to a point;

Exhibit B - continued

thence North 86°09'49" West a distance of 4.16 feet to a point;
thence South 84°49'40" West a distance of 3.06 feet to a point;
thence South 88°03'55" West a distance of 121.59 feet to a point;
thence North 82°54'04" West a distance of 56.17 feet to a point;
thence North 74°04'42" West a distance of 47.49 feet to a point;
thence North 68°03'22" West a distance of 24.47 feet to a point;
thence North 62°21'53" West a distance of 20.30 feet to a point;
thence North 57°03'14" West a distance of 57.55 feet to a point;
thence North 62°13'09" West a distance of 23.77 feet to a point;
thence North 53°43'26" West a distance of 20.60 feet to a point;
thence North 44°58'40" West a distance of 10.96 feet to a point;
thence North 67°08'39" West a distance of 22.83 feet to a point;
thence North 63°24'46" West a distance of 14.85 feet to a point;
thence North 71°32'34" West a distance of 21.01 feet to a point;
thence North 76°21'03" West a distance of 37.60 feet to a point;
thence North 89°58'40" West a distance of 9.96 feet to a point;
thence North 85°27'50" West a distance of 42.20 feet to a point;
thence North 89°58'40" West a distance of 8.86 feet to a point;
thence South 82°53'50" West a distance of 8.93 feet to a point;
thence South 86°45'06" West a distance of 77.63 feet to a point;
thence North 86°24'05" West a distance of 17.75 feet to a point;
thence South 55°30'49" West a distance of 21.50 feet to a point;
thence South 49°25'15" West a distance of 20.42 feet to a point;
thence South 36°53'32" West a distance of 5.54 feet to a point;
thence South 15°58'03" West a distance of 8.06 feet to a point;
thence South 23°59'05" West a distance of 21.81 feet to a point;
thence South 28°37'58" West a distance of 13.87 feet to a point;
thence South 32°17'52" West a distance of 24.88 feet to a point;
thence South 00°01'20" West a distance of 2.21 feet to a point;
thence South 24°17'22" West a distance of 114.16 feet to a point;
thence South 24°38'45" West a distance of 29.23 feet to a point;
thence South 20°09'31" West a distance of 35.38 feet to a point;
thence South 26°35'14" West a distance of 9.90 feet to a point;
thence South 19°40'34" West a distance of 16.46 feet to a point;
thence South 11°47'26" West a distance of 27.14 feet to a point;
thence South 14°03'30" West a distance of 31.96 feet to a point;
thence South 11°44'50" West a distance of 59.93 feet to a point;
thence South 14°03'30" West a distance of 18.26 feet to a point;
thence South 21°23'34" West a distance of 27.35 feet to a point;
thence South 26°35'14" West a distance of 9.90 feet to a point;
thence South 79°24'09" West a distance of 36.05 feet to a point;
thence North 66°20'54" West a distance of 19.34 feet to a point;
thence North 89°58'40" West a distance of 4.43 feet to a point;

Exhibit B - continued

thence North 71°32'34" West a distance of 21.01 feet to a point;
thence North 50°10'20" West a distance of 8.65 feet to a point;
thence North 37°32'47" West a distance of 54.48 feet to a point;
thence North 18°24'46" West a distance of 10.50 feet to a point;
thence North 31°35'07" West a distance of 16.90 feet to a point;
thence North 46°42'49" West a distance of 25.85 feet to a point;
thence North 64°30'52" West a distance of 25.75 feet to a point;
thence North 60°55'24" West a distance of 34.20 feet to a point;
thence North 66°00'55" West a distance of 10.90 feet to a point;
thence North 58°32'54" West a distance of 23.36 feet to a point;
thence North 54°59'09" West a distance of 27.03 feet to a point;
thence North 63°24'46" West a distance of 19.81 feet to a point;
thence North 79°29'11" West a distance of 30.40 feet to a point;
thence North 41°09'49" West a distance of 23.54 feet to a point;
thence North 14°54'33" West a distance of 17.19 feet to a point;
thence North 20°32'02" West a distance of 9.46 feet to a point;
thence North 04°47'09" East a distance of 13.33 feet to a point;
thence South 75°56'30" East a distance of 4.57 feet to a point;
thence North 00°01'20" East a distance of 4.43 feet to a point;
thence North 21°25'32" West a distance of 33.31 feet to a point;
thence North 29°13'36" West a distance of 31.72 feet to a point;
thence North 31°35'07" West a distance of 16.90 feet to a point;
thence North 61°10'01" West a distance of 25.27 feet to a point;
thence North 74°01'57" West a distance of 16.12 feet to a point;
thence North 69°59'41" West a distance of 12.96 feet to a point;
thence North 83°58'08" West a distance of 21.15 feet to a point;
thence North 79°21'29" West a distance of 18.02 feet to a point;
thence North 89°58'40" West a distance of 7.75 feet to a point;
thence North 80°30'56" West a distance of 6.73 feet to a point;
thence North 45°01'20" East a distance of 3.13 feet to a point;
thence North 71°35'14" East a distance of 10.50 feet to a point;
thence North 71°35'14" East a distance of 3.50 feet to a point;
thence North 45°01'20" East a distance of 4.70 feet to a point;
thence North 26°35'14" East a distance of 2.48 feet to a point;
thence North 75°59'09" East a distance of 4.57 feet to a point;
thence North 56°19'56" East a distance of 3.99 feet to a point;
thence North 00°01'20" East a distance of 3.32 feet to a point;
thence North 29°01'57" West a distance of 11.40 feet to a point;
thence North 30°56'30" West a distance of 12.91 feet to a point;
thence North 18°24'46" West a distance of 7.00 feet to a point;
thence North 26°32'34" West a distance of 7.43 feet to a point;
thence North 89°58'40" West a distance of 6.64 feet to a point;
thence South 78°42'44" West a distance of 5.65 feet to a point;

Exhibit B – continued

thence South 60°16'38" West a distance of 8.93 feet to a point;
thence South 33°42'44" West a distance of 11.98 feet to a point;
thence South 33°42'44" West a distance of 3.99 feet to a point;
thence South 18°24'46" East a distance of 3.50 feet to a point;
thence South 44°58'40" East a distance of 1.57 feet to a point;
thence South 00°01'20" West a distance of 5.54 feet to a point;
thence South 14°03'30" West a distance of 4.57 feet to a point;
thence South 26°35'14" West a distance of 4.95 feet to a point;
thence South 00°01'20" West a distance of 3.32 feet to a point;
thence South 44°58'40" East a distance of 7.83 feet to a point;
thence South 26°32'34" East a distance of 4.95 feet to a point;
thence South 08°09'08" West a distance of 7.83 feet to a point;
thence South 51°21'45" West a distance of 14.18 feet to a point;
thence South 78°42'44" West a distance of 5.65 feet to a point;
thence North 89°58'40" West a distance of 9.96 feet to a point;
thence North 44°58'40" West a distance of 9.39 feet to a point;
thence North 53°06'28" West a distance of 5.54 feet to a point;
thence North 71°32'34" West a distance of 7.00 feet to a point;
thence South 85°26'54" West a distance of 27.77 feet to a point;
thence North 47°33'38" West a distance of 6.57 feet to a point;
thence South 26°35'14" West a distance of 9.90 feet to a point;
thence South 21°49'25" West a distance of 5.96 feet to a point;
thence South 63°27'26" West a distance of 2.48 feet to a point;
thence North 89°58'40" West a distance of 2.21 feet to a point;
thence North 63°24'46" West a distance of 2.48 feet to a point;
thence North 38°38'15" West a distance of 7.09 feet to a point;
thence North 11°17'16" West a distance of 11.29 feet to a point;
thence North 26°32'34" West a distance of 4.95 feet to a point;
thence North 11°17'16" West a distance of 22.58 feet to a point;
thence North 33°40'04" West a distance of 15.97 feet to a point;
thence North 82°22'59" West a distance of 16.75 feet to a point;
thence South 45°01'20" West a distance of 12.53 feet to a point;
thence South 75°59'09" West a distance of 4.57 feet to a point;
thence North 26°32'34" West a distance of 4.95 feet to a point;
thence North 18°24'46" West a distance of 7.00 feet to a point;
thence North 39°47'00" West a distance of 8.65 feet to a point;
thence North 63°24'46" West a distance of 27.23 feet to a point;
thence North 52°21'50" West a distance of 85.26 feet to a point;
thence North 59°57'34" West a distance of 42.05 feet to a point;
thence North 89°59'38" East a distance of 2427.13 feet to a found 5/8" diameter rebar with a PLS 3003 cap and the REAL POINT OF BEGINNING.

Attachment B Map of Restricted Area

To obtain a customized map please contact the Clearwater County GIS Department.




Parcel ID PR35NO4E192401

SCHMIDT MILL

POVERTY CREEK

Schmidt Mill

RESTRICTED AREA 

THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.