Recording Requested By and When Recorded Return to:

481557

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

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

This instrument is an Environmental Covenant executed by US Silver Idaho Inc. (hereinafter "Owner"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the Successor Coeur d'Alene Custodial Work Trust (Coeur d'Alene Trust) pursuant to Idaho law including but not limited 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. US Silver Idaho Inc. is also the "holder" as defined in Idaho Code § 55-3002(6). Owner/Holder, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as Parcels # C00000204375 and C00000204400 (hereafter referred to as "the Property"). The legal description of the affected portion of the property is described in the attached Exhibit "A". Owner/Holder hereby represents and warrants to the other signatories to this instrument that he/she is the sole owner of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

Reason for Activity and Use Limitations.

The implementation of the Bunker Hill Superfund Site Paved Roadways Surface Remediation Program (Roads Program) accelerated the amount of bituminous course and durable construction wastes being generated in the Basin. Since much of the Paved Roads waste volume is dominated by relatively inert concrete and asphalt pavement that has contaminated base material adhered to it, IDEQ and EPA developed a policy for safely containing materials from the Roads Program in Limited Use Repositories (LUR). Disposal at the LUR is limited to asphalt and associated road base materials and any non-contaminated fill in order to facilitate compaction and close out within three years. Paved road waste from other remedial actions is also acceptable waste for LURs as long as it conforms to the standards provided in LUR Policy memorandum and waste acceptance criteria and design.

This instrument is necessary because the Agencies and the Coeur d'Alene Trust require access to construct a LUR on the Property. This instrument ensures Agencies and the Coeur d'Alene Trust has necessary access and requires that activities on the Property conform to the requirements herein.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene, Idaho 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Owner and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Agencies:

- 1. Access. A right of access is granted to the Agencies and the Coeur d'Alene Trust, their respective contractors and third parties authorized by them for the purpose of implementing the LUR from April 20, 2015 to September 20, 2018, and thereafter as necessary to ensure continued maintenance and repair of the work over the course of the construction of the LUR.
- 2. <u>Activity and Use Limitations.</u> By acceptance and recordation of this instrument, Owner, and any successors in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future for Residential Use unless such use has been expressly approved in writing by the Agencies. All activities on the Property are subject to the Institutional Controls Program.

<u>Grantor's Use of the Property.</u> Except as provided herein, Owner reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with the Agencies or the Coeur d'Alene Trust's rights herein granted.

Duration, Amendment and/or Termination by Consent. This Environmental Covenant shall be perpetual and may only be amended or terminated pursuant to Idaho Code §§ 55-3009 and 3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new Owner/Holder is an amendment requiring consent.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Owner/Holder by the Coeur d'Alene Trust in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the

copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

William K. Hasz wner/Holder US Silver Ida By: Jullin: K. Title:

STATE OF IDAHO

COUNTY OF Shoshone

On this <u>30</u>thday of <u>April</u>, 2015, before me, a Notary Public in and for said State, personally appeared, <u>Bill Has 2</u>, known or identified to me to be the General Marage Owner and the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

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Dated, 4/30 . 2015.

Un 2 Bay Notary Public for the State of Idaho Residing at: <u>Osburn</u>, ID My Commission Expires: <u>kolucio</u>

IDEQ By: Curt Fransen, Director

| STATE OF ID. | AHO |) |
|--------------|------|-------|
| | 12 0 |) ss. |
| COUNTY OF _ | Uda |) |

On this <u>II</u> day of <u>May</u>, 2015, 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.

481557

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



Tosu

Notary Public for the State of Idaho Residing at: , ID My Commission Expires: 11/21/2020 US Silver Idaho Inc.

copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

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Signature and Acknowledgments

Owner/Holder US Silver Idaho Inc. By: Jullin: K. (Seneral

STATE OF IDAHO

Title:

COUNTY OF Shoshore

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

| ************************************** | * |
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| CHERIL, BAYER | 1 |
| NOTARY PUBLIC | ł |
| STATE OF IDAHO | 3 |
| | + |

Dated, 4/30 ____,2015.

Un 2 Bay Notary Public for the State of Idaho Residing at: <u>Osburn</u>, ID My Commission Expires: <u>Mkolzado</u>



www.terragraphics.com

EXHIBIT A LEGAL DESCRIPTION FOR

An Environmental Covenant and Access Agreement for Construction and Maintenance Purposes

All that real property being a portion of those parcels described in that deed recorded as Instrument No. 365613 with the Shoshone County Recorder, and being a portion of the Northwest Quarter (NW¼) of Section 20, Township 48 North, Range 4 East, B.M., in the City of Osburn, Shoshone County, Idaho, described as follows:

Beginning at an Idaho Transportation Department (I.T.D.) 3¹/₄" brass-cap monument (without any engineer's stationing indicated on it) that lies at the intersection of the southwesterly right-ofway line of U.S. Interstate Highway 90 and the south right-of-way line of Nuckols Gulch Road, as shown on that 1.T.D. map I-90-1(29)50, sheet 61, from which another I.T.D. 3¹/₄" brass-cap monument (without any engineer's stationing indicated on it) on said southwesterly right-of-way line, bears North 29°16'17" West, 84.69 feet; an 1.T.D. 3¹/₄" brass-cap monument, stamped "STA 4+29.86 60 L.T", on the north right-of-way line of said Nuckols Gulch Road, bears North 63°37'37" West, 442.47 feet;

- 1. thence along said southwesterly right-of-way line of U.S. Interstate Highway 90, South 29°16'17" East (shown as South 29°15'33" East on said I.T.D. map), 720.00 feet;
- 2. thence leaving said southwesterly right-of-way line, South 51°16'33 West, 77.91 feet to the nortbeasterly right-of-way line of Silver Valley Road (old Highway 10);
- thence along said northeasterly right-of-way line, North 48°32'57" West (shown as North 48°31'56" West on said I.T.D. map), 840.00 feet;
- 4. thence leaving said northeasterly right-of-way line, North 72°50'13" East, 80.64 feet;
- 5. thence North 01°27'36" West, 113.23 feet to said south right-of-way line of Nuckols Gulch Road, and the beginning of a non-tangent 632.96-foot radius curve to the left;
- thence easterly along said curve, through a central angle of 11°34'14", an arc length of 127.82 feet (the chord bears South 83°28'54" East, 127.61 feet);
- 7. thence South 89°16'02" East, 137.41 feet (shown as South 89°15'35" East, 137.60 feet on said I.T.D. map) to the Point of Beginning.

Contains 172,887 square feet (3.969 acres), more or less.

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (1992); distances shown are ground.

Offices also in: Boise, ID Helena, MT Deer Lodge, MT Las Vegas, NV

481557 April 13, 2015 EPA By: Richard Albright, Director Office of Environmental Cleanup STATE OF WASHINGTON)) SS. COUNTY OF) On this St day of ____ , 2015, before me, a Notary Public in and for said State, personally appeared, Richard Albright, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of Washington Residing at: Seattice, Washington My Commission Expires: (0 -1 - 2016

Dated 2015.



481557

(Affects Tax Lots C00000204375 and C00000204400)

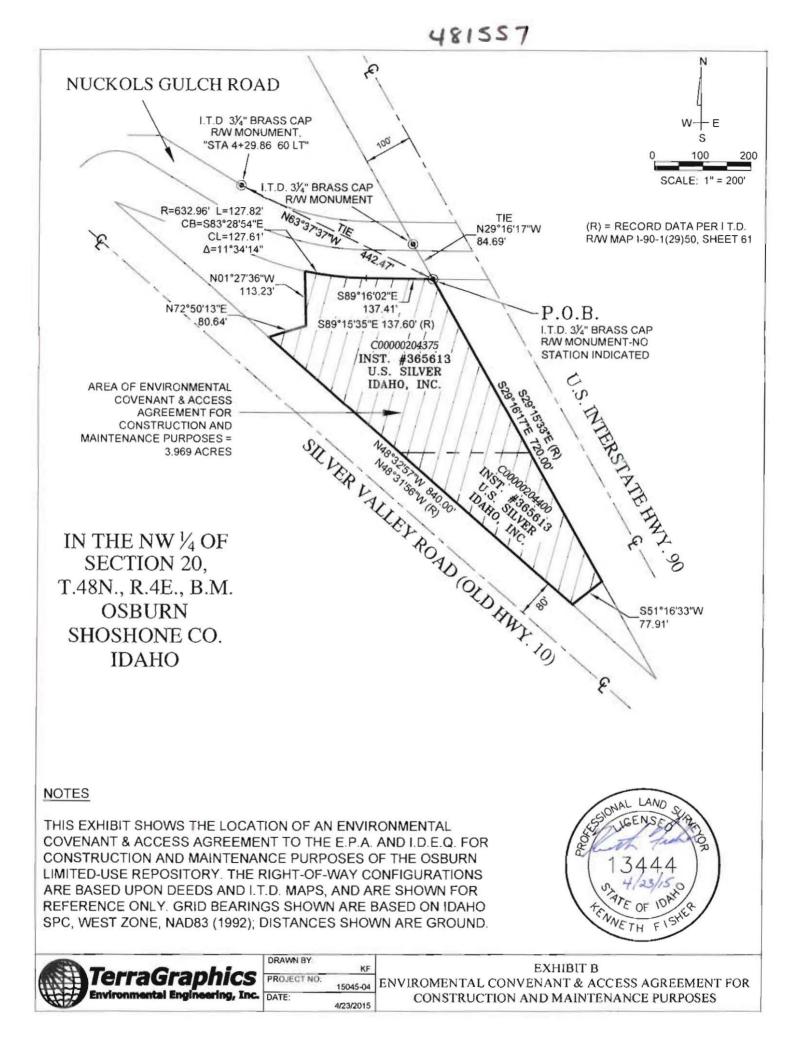
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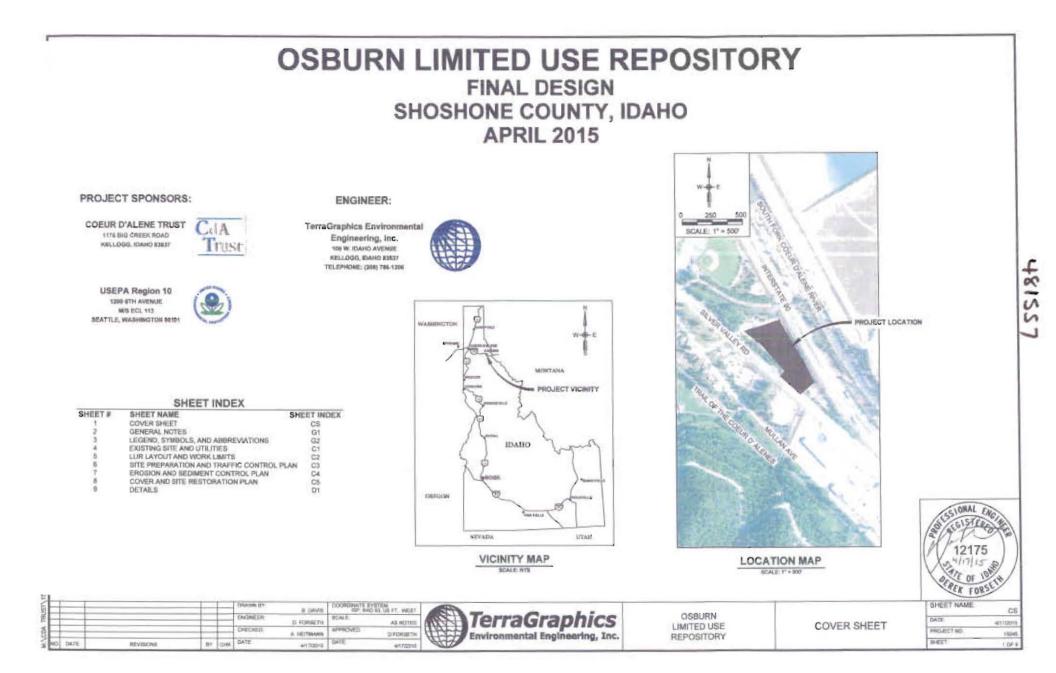


Kenneth Fisher, P.L.S.

4/23/15

Date





| + | WASTE AUCEPTANCE UNITERIA | I.A. | GENERAL NOTES | | |
|-------------|---|---|---|--|---------------------------------------|
| | MATERIALS ACCEPTED SHALL BE IN COMPLIANCE WITH THE BUINER HILL WARTE ACCEPTANCE FORTH BY DECI AND EPA (APRL 2013) AND INCLUDE THE FOLLOWING ADDITIONS: | BUNKER HILL WASTE ACCEPTANCE ORITERUA SET LOWING ADOITHONS: | 1 THE CONTRACT (UNDER AND STREAME CONTRACT CONTRACT IN SO ABOVE IN THE CONTRACT INVESTIGATION SHARE TO CONTRACT CONTRACT IN CO | THE GENERAL MOTES AND SPECIFICATIONS ADDRESSED INERLIN ARE NOT COMPREHENSING TO THIS PROJECT THE CONTINUED BANJ, ALSO ARDER THE PHOLECT TECHNICAL SPECIFICATIONS IN THE CONTINUED DOCUMENTS UNDER SAND, ALSO ARDER THE PHOLECT TECHNICAL SPECIFICATIONS IN THE CONTINUED DOCUMENTS UNDER SAND, ALSO ARDER THE PHOLECT TECHNICAL SPECIFICATIONS IN THE CONTINUED | HIS PROJECT. RACT |
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| 2.1. | CONCRETE, AGPHALT AND ROAD BASE on 24 INCHES, IN ANY ONE DIMENSION, THAT CONTAINS COCH | ANY ONE DIMENSION, THAT CONTAMS COCA | CONTRACTOR SHALL LOCATE, PR ARPAGEROLIND AND BELOWGRO | CONTRACTOR BIALL LOCATE, PROTECT AND, IF DAMAGED OR ALTERED DURING CONSTRUCTION, REPARE ALL ARDVEGRIOUND AND BELOWIGICAND UTLITES INCLUDING GAS, ELECTRIC, SEPTIC, MATTER, SANTTARY, STOPIM | z |
| 2.4. | CONCRETE, ASPIALT, BRICK OR CANDER BLOCK MATERIALS ~ 12 INCHES THICK WHEN LAUD FLAT ON THE CERCI BUT AND 45 34 BACHES IN ANY OTHER PLATEMENTAL | ALS ~ 12 INCHES THICK WHEN LAUD FLAT ON THE | | RIGATION AND ETC. | |
| | | | CONTRACTOR SHALL PROTECT A DURING CONSTRUCTION. | CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES AND FOSH I S-UP FINAL FIXER LEWINGLE AND ACCESS OF DURING CONSTRUCTION. | |
| | ALENTING NUT MUCCETED INALUDE | | THE CONTRACTOR SHALL BE RES OTHER SURVEY MARKENS DURING | THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND ANY THEIR SURVEY MARKERS DURING CONSTRUCTION, ALL SUCH MONUMENTS ON MARVERS DESTROYED DURING OTHER SURVEY MARKERS DURING CONSTRUCTION, ALL SUCH MONUMENTS ON MARVERS DESTROYED DURING | 5 AND ANY ROYED DURING ACTORS |
| 32. | WATERLALS OVER 20,000 PPM LEAD | | CONSTRUCTION SHALL RE REPUR EXPENSE | CEU BY A PROFESSION CLASSIC SUCCESSION STATES | |
| 3.3. | PRINCEPAL THREAT MATERIALS (PTM) | | 7. A COPY OF THESE MPROVED PL | A CORY OF THESE APPROVED PLANS MUST RE ON THE JOB STE WHENEVER CONSTRUCTION IS IN PROORESS | N PROGRESS |
| 3.4. | PETROLEUM CONTAMINATED SOLLS (PCS) | | IF THE CONTRACTOR DISCOVERS EXISTING CONDITION ENCOUNTE | IF THE CONTRACTOR DISCOVERS ANY DISCREPANCIES RETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITION EMCOUNTERED, THE CONTRACTOR SAML NOTEY THE ENGINEER IMMEDIATELY. | NTS AND TELY. |
| 3.5 | BUILDING DEMOUTION OR REMODELING WASTE INCLUDING CARPETING, INSULATION, SIDING, SHINGLES, PIFES AND OTHER SOLD WASTES | ING CARPETING, INSULATION, SIDING, SHINOLES, | AT ALL TIMES DURING CONSTRU- DEVICES AS DETAILED IN THE ST PREVENTION PLAN. | AT ALL TIMES DURING CONSTRUCTION THE CONTRACTOR SMALL MUNTAIN ALL ENVIRONMENTAL PROTECTION DEVICES AS DETAILED IN THE SITE CONTROL PLAN AND THE EROSION CONTROL OR STORAMMATER POLLUTION PREVANTION PLAN. | ER POLUTION |
| 3.6 | WOOD OR ORGANIC WASTES | | 10. THE CONTRACTOR SHALL BE RE | THE CONTRACTOR SIMUL BE RESPONSIBLE FOR PROVEMO ADECUNTE SAFE(URDS, SAFETY DEVICES, | DEVICES. |
| 3.7. | METAL WASTES INCLUDING REBAR, PIPES , CULVERTE, METAL BRIDGEWORKS | METAL BRIDGEWORKS | PROTECTIVE EQUEMENT, FLAGS SAFETY OF THE PUBLIC AND TO COVERED BY THE CONTRACT. | неописатие вошинант, FLAGGERS, AND ANY OTHER ACTION MEETALL TO PROTECT THE CHEMICATE OF WORK SAFETY OF THE QUARTIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTINUE. | OF WORK |
| 3.6. | PUTRIFIABLE SOLID WASTES AND TRASH | | 11. DECONTAMINATION OF EQUIPAGE | DEDON/TAMINATION OF EQUIPMENT AND PERSONNEL IS REQUIRED FOR ACTIVITIES THAT WORLDE CONTACT | VE CONTACT |
| 3.9. | LIGUE WASTES INCLUDING STREET SWEEPING FOR SEMER CLEANOUT | MER CLEANOUT | WITH CONTAMINATED BOIL | | 100 C 100 C |
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| - | WASTE MATTERIAL, ICONTAINING LESS THAN 5% ROCK LARGER THAN 12 INCHES) SHALL BE PLACED IN 12-INCH THECK LOOSE LIFTS. | IN THAM 12 INCHES) SHALL BE PLACED IN 12-INCH | 13. OSHA REQUIREMENTS SHALL BE TO BE FAMILIAR WITH AND IMPL. | OSHA REQUIREMENTS SHALL BE MET ON EXCREDED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND MPLEMENT ALL CURRENT SAFETY REQUIREMENTS AND STANDARDS. | EBPONSIBUTY |
| 2 | VARGTE MATERIAL (DOWTAWING MONE THAN 5% ROCK LARGER THAN 12 INCHES) SHALL BE PLACED IN LOOGE LIFTS ND LARGER THAN 1.5 THIES THE LARGEST ROCK DIAMETER, WITH ND LIFT GREATER THAN 24 INCHES. | ER THAN 12 INCHES) SHALL BE PLACED IN LOOSE ETER, WITH NO LIFT GREATER THAN 24 INCHES. | | | |
| 3 11 | EACH LAYER SHALL BE COMPACTED TO A FIRM, UNYEILDING SURFACE WITH A MINIMUM OF 3 PASSES USING A 10-TON VIBRATORY ROLLER. | 3 SURFACE WITH A MINIMUM OF 3 PASSES USING A | | | IIII |
| 40 | CONTRACTOR MAY PROPOSE ALTERNATE EQUIPMENT AND COMPACTION TECHNIQUES FOR APPROVAL BY CDA TRUST AND ENGINEER. PROPOSED METHODS SHALL STILL PRODUCE A FIRM, UNYTELDIG SUBFACE. | COMPACTION TECHNIQUES FOR APPROVAL BY CDA PRODUCE A FIRM, UNYTELDING SURFACE. | | | 100151000 1401 |
| ्य स vi | EARTHMORK SHALL BE SUSPENDED WHEN UNSATISFACTORY RESTATS OCCURIDUE TO POOR SITE CONDITIONS | IY RESULTS OCCURIDUE TO POOR WEATHER OR | | | P 12175 |
| | WASTE SHALL BE PLACED TO ALLOW POSITIVE DRAINAGE OF STORMWATER TOWMADS DESIGNATED BAPL. | F STORMWATER TOWARDS DESIGNATED BAPL | | | 1 2 |
| × × | VASTE PLACEMENT AND COMPACTION TECHNIQUES SHALL BE FIELD TESTED, VERIFIED, DOCUMENTED AND APPROVED BY COA TRUST OR EMDINEER PROOF TO FULL OPERATIONS BEGINNING. | BE FIELD TESTED, VERBIED, DOCUMENTED AND ERATIONS BEGINNING | | | PARK FORSEL |
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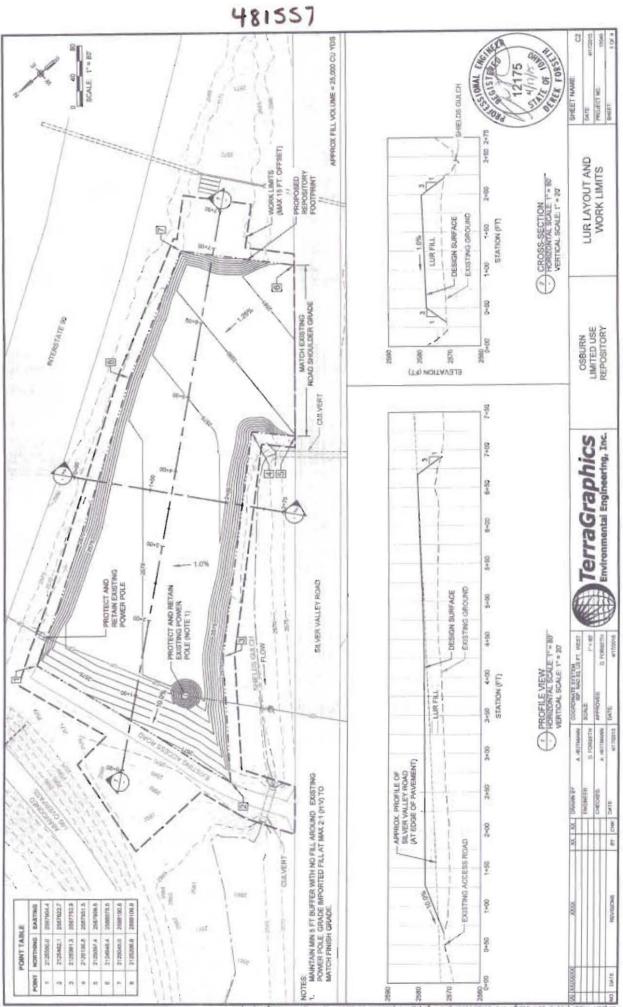
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EMERGENCY CONTACT AND UTILITY INFORMATION ABBREVIATIONS

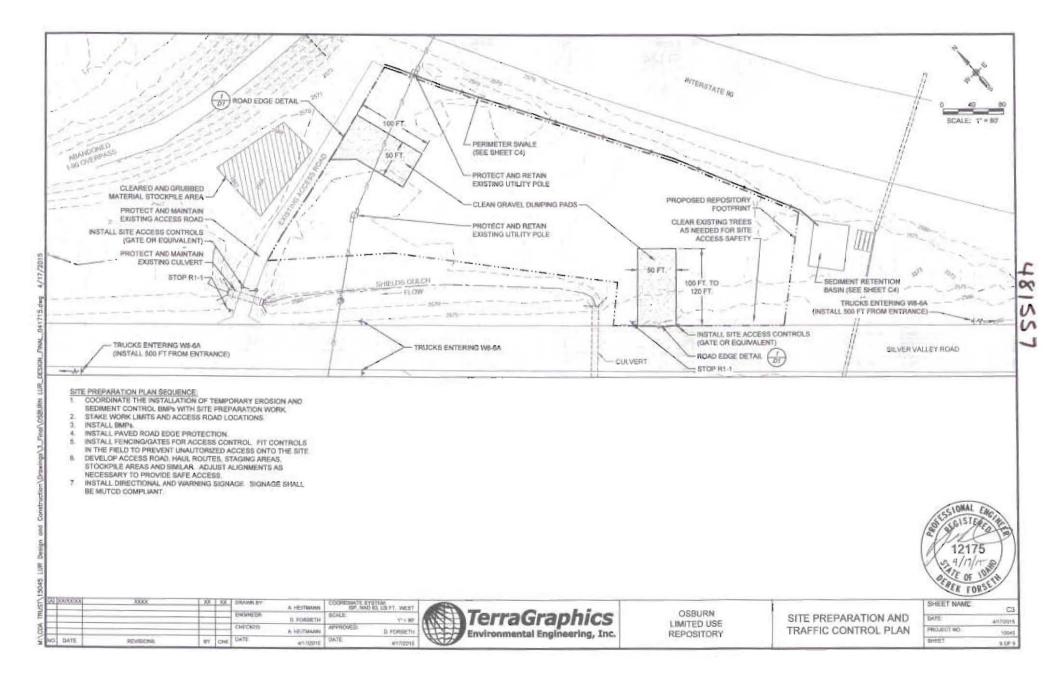
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|-------|---|---|--|---------------------------------|---------|-----------------|------------------------------------|--------------|
| | EMERGENCY | FRONTIER (PHONE) | G | AT | 15P | IDAHO STATE PL | ANE | |
| | 911 | 1-877-462-8188 | 8 | AND | LF. | LINEAR FEET | | |
| | AMBULANCE: NOTIFICATION | LOCAL CONTACT: STEVE SMITH 208-782-4180 | - | LESS THAN OR EQUAL TO | LUR | LIMITED USE REI | POSITORY | |
| | 14 W. MARKET AVENUE | KEVIN STEVENS 208-818-0439 | APPROX. | APPROXMATELY | MIN. | MINIMUM | | |
| | KELLOGG, ID 83837 208-784-1188 | STEVE SMITH@FRONTIER.COM | BH | BLINKER HILL | MAX | MAACIMUM | | |
| | | POLICE | BMP | BEST MANAGEMENT PRACTICES | MUTCO | MANUAL OF UNI | FORM TRAFFIC CONTROL DEVICES | |
| | AVISTA (ELEC. & GAS) 1-800-227-9187 | SHOSHONE COUNTY SHERIFF | CDA | COEUR D'ALENE | N | NORTHING | | |
| | LOCAL CONTACTS: | 208-556-1114 | CO | COUNTY | NAD | NORTH AMERIC | | |
| | GAS - DAVE MCGREGOR 208-786-6932 | PUBLIC WATER | COCs | CONTAMINANTS OF CONCERN | NAVD | NORTH AMERIC | AN VERTICAL DATUM | |
| | ELECTRIC - ALLISON SIEVERDING 208-786-6931 | CENTRAL SHOSHONE CO. WATER DISTRICT | CP | CONTROL POINT | NO. | NUMBER | | |
| | 200-100-0001 | BARNEY NORRIS 208-786-8823 | CU YOS | CUBIC YARDS | ATTS | NOT TO SCALE | | |
| | CALL BEFORE YOU DIG | SOUTH FORK COEUR | DIA | DIAMETER | OSHA | OCCUPATIONAL | L SAFETY AND HEALTH ADMINISTRATION | |
| | SHOSHONE ONE CALL 1-800-398-3285 | D'ALENE RIVER SEWER DISTRICT 1020 POLARIS AVENUE | E | EASTING | PERF | PERFORATED | | |
| | rine-stersters | OSBURN, ID 83849 | ELEC. | ELECTRIC | PCS | | ONTAMINATED SOILS | |
| | CITY OF OSBURN | ROSS STOUT 208-753-8041 | ELEV | ELEVATION | PLS | PROFESSIONA | L LAND SURVEYOR | |
| | PUBLIC WORKS CHARLIE MOONEY 208-752-0001 | WALLACE SCHOOL DISTRICT | FD | FOUND | PPM | PARTS PER MIL | | |
| | GRANLIE NOUNEY 208-752-0001 | 1 MINERS ALLEY | FT. | FEET | PTM | PRINCIPAL THE | REAT MATERIALS | INNAL C |
| | | WALLACE, ID 83873 | GPS | GEOGRAPHIC POSITIONING SYSTEM | PVC. | POLYVINYL CH | LORIDE | STURNL AMO |
| | | 208-753-5315 | 1-90 | INTERSTATE 90 | ROW | RIGHT OF WAY | 1 | a ALGISTERED |
| | | | ICP | INSTITUTIONAL CONTROL PROGRAM | STA | STATION | | 1ª Walter |
| | | | mp | IDAHO TRANSPORTATION DEPARTMENT | TYP | TYPICAL | | 12175 |
| | | | iD. | IDAHO | US | UNITED STATE | s | 1 10/153 |
| | | | IN. | INCH | VEG | VEGETATION | | OFEDI |
| | | | INC. | INCORPORATED | WSE | WATER SURF | NCE ELEVATION | EREK FORSE |
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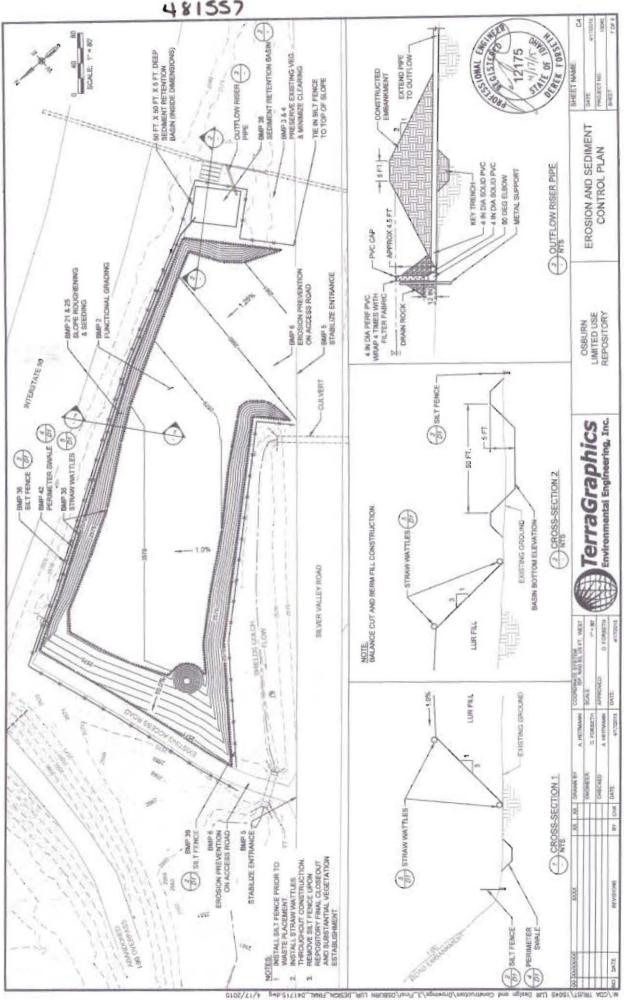


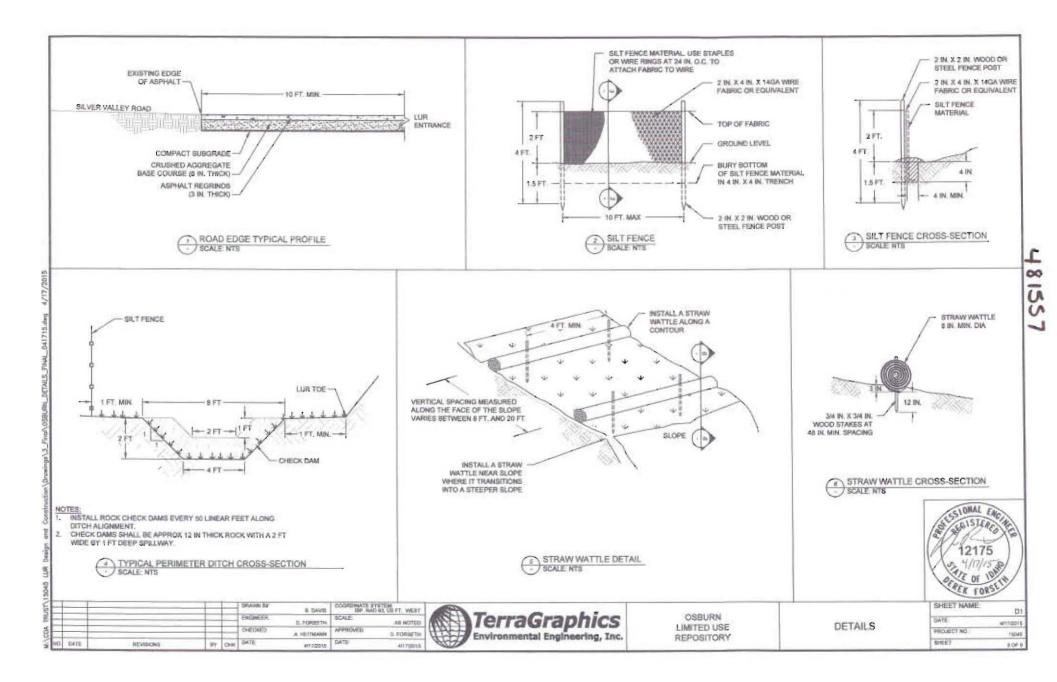
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