

498094

Recording Requested By and
When Recorded Return to:

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 Polla Oil Company, Inc. (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of Mullan ("Holder") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, 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 parcel number A0100031023A (hereafter referred to as "the Property." The legal description of the affected portion of the property is described in the attached Exhibit "A". Grantor 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.

Property Ownership. Grantor 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 Grantor has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mining activity in the Coeur d'Alene Basin (hereinafter "Basin") has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to CERCLA, EPA and the Department have been implementing remedies throughout the Basin designed to protect human health and the environment. Certain aspects of these remedies are threatened by the potential for recontamination due to uncontrolled flooding. During these events, contaminated sediments from un-remediated areas may be deposited in already cleaned properties necessitating further remedial actions. This instrument is necessary because the EPA and/or the Department have implemented remedy protection measures on the Property which are intended to protect implemented remedies on the Property or other parcels of property in the vicinity. This instrument ensures EPA and the Department necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that have been implemented.

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 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, Grantor 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 Department:

1. **Access.** A right of access is granted to the Department and EPA, their respective contractors and third parties authorized by them for the purpose of the remedy protection work, and as necessary to ensure continued maintenance and repair of the work, as described in Exhibit "C" together with all necessary fixtures and appurtenances "facilities" on, over, across and under the Property shown on Exhibit "A" at the location shown on Exhibit "B". Holder, its contractors and third parties authorized by it shall have a perpetual right of access necessary to perform maintenance and repair of facilities constructed under this agreement.
2. **Activity and Use Limitations.** By acceptance and recordation of this instrument, Grantor, 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, in a manner that will materially interfere with or adversely affect the integrity or protectiveness of the remedy protection measures taken on the Property and as described in Exhibit C, unless such use has been expressly approved in writing by the Department.

Grantor's Use of the Property. Except as provided herein, Grantor 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 Department's, EPA's or the Holder's rights herein granted.

Amendment by Consent. This 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, Amendment and/or Termination by Consent. 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.

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. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Grantee by the Department 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).

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.

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.

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.

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

James J. Polla

Grantor/ Property Owner
By: James J. Polla

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On this 16 day of August, 2018, before me, a Notary Public in and for said State, personally appeared, James J. Polla, known or identified to me to be the Director of Polla Oil Company, Inc. and the person 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.



Trisha Crandall
Notary Public for the State of Idaho
Residing at: Mullan, ID
My Commission Expires: 3-7-2020

Dated, August 16th, 2018

Don R. Kotschevar

Holder

By: Don R. Kotschevar, City of Mullan Mayor

STATE OF IDAHO)
)ss.
COUNTY OF Blaine)

On this 21 day of August, 2018, before me, a Notary Public in and for said State, personally appeared, Don R. Kotschevar, known or identified to me to be the Mayor of the City of Mullan whose name is subscribed to the within instrument, and acknowledged to me that 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.



Trisha Crandall

Notary Public for the State of Idaho
Residing at: Mullan, ID
My Commission Expires: 3-7-2020

Dated, Aug 21st, 2018

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July 2018

John H. Tippetts 11/12/2018
IDEQ
By: John Tippetts, Director

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 12 day of October, 2018, before me, a Notary Public in and for said State, personally appeared, John Tippetts, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Rosie M. Alonzo
Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 11/21/2020

Dated, October 12, 2018

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July 2018

Sheryl Bilbrey
EPA

By: Sheryl Bilbrey, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 19 day of December, 2018, before me, a Notary Public in and for said State, personally appeared, Sheryl Bilbrey, 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.



Tina Young
Notary Public for the State of
Washington Residing at:
Seattle, Washington
My Commission Expires: 2-19-22

Dated, 19 Dec., 2018



Science & Engineering, Inc.

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LEGAL DESCRIPTION
Environmental Covenant
 (A0100031023A Polla Oil)

All that real property in the City of Mullan, lying within the Northwest 1/4 of Section 35, Township 48 North, Range 5 East, Boise Meridian, Shoshone County, Idaho, and being a portion of that certain Quitclaim Deed recorded as Instrument Number 397560 on 3/8/2001, and being a portion of that certain Quitclaim Deed recorded as Instrument Number 362977 on 7/27/1994, and being a portion of that certain Warranty Deed recorded as Instrument Number 362810 on 7/14/1994, in the Records of said county, described as follows:

ALL THAT PORTION of said Instrument Numbers 397560, 362977, and 362810 lying within the following described area:

COMMENCING at 2.5" aluminum cap on a 5/8" rebar marked PLS 5573 in a monument case located at the intersection of Earle Street and Second Street shown on the Record of Survey filed as Instrument Number 386026 on 11/13/1989;

Thence North 76°34'55" East a distance of 1080.05 feet, to a 2.5" aluminum cap on a 5/8" rebar marked PLS 5573 in a monument case located at the intersection of Earle Street and Fifth Street shown on said Instrument Number 386026;

Thence South 77°20'51" East a distance of 940.87 feet, to a 5/8" rebar with a yellow plastic cap marked PLS 4559 at the northwest corner of Lot 17, Block 31 of the Village of Mullan as shown on the Record of Survey filed as Instrument Number 369266 on 10/4/1995;

Thence along the north line of said Block 31 and the south line of Earle Street as shown on said Instrument Number 369266, the following courses:

1. South 82°47'29" East a distance of 75.28 feet;
2. Thence, South 80°09'15" East a distance of 150.47 feet, to the **POINT OF BEGINNING**;
3. Thence, South 80°09'15" East a distance of 11.49 feet, to a railroad spike located at the northeast corner of Lot 33, Block 31 as shown said Instrument Number 369266;

Thence along the east line of said Block 31, lying within the existing pavement of Eighth Street, as shown on said Instrument Number 369266, South 06°00'00" West a distance of 177.58 feet, to

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220 East Fifth Street
 Suite 325
 Moscow, Idaho 83843
 208-882-7858

1220 Big Creek Road
 Suite A
 Kellogg, Idaho 83837
 208-786-1206

988 South Longmont Avenue
 Suite 200
 Boise, Idaho 83706
 208-336-7080

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the north line of I-90B (River Street), as shown on the Record of Survey filed as Instrument Number 467798 on 6/18/2012;

Thence along said north line of I-90B (River Street), North 86°07'08" West a distance of 41.67 feet;

Thence leaving said north line of I-90B (River Street), North 09°13'21" East a distance of 91.27 feet;

Thence, North 58°18'05" East a distance of 21.93 feet;

Thence, North 09°53'54" East a distance of 42.04 feet;

Thence North 14°14'35" East a distance of 33.76 feet to the **POINT OF BEGINNING**;

Containing the following areas, more or less:

Net Area: 0.117 Acres (5106 SF),
within said Instrument Numbers 397560, 362977, and 362810

Gross Area: 0.117 Acres (5106 SF), total as described

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System, West Zone, NAD83 (2011) with a convergence angle of -0°1'55" and a combined scale factor of 0.99977952. Distances shown are at ground.

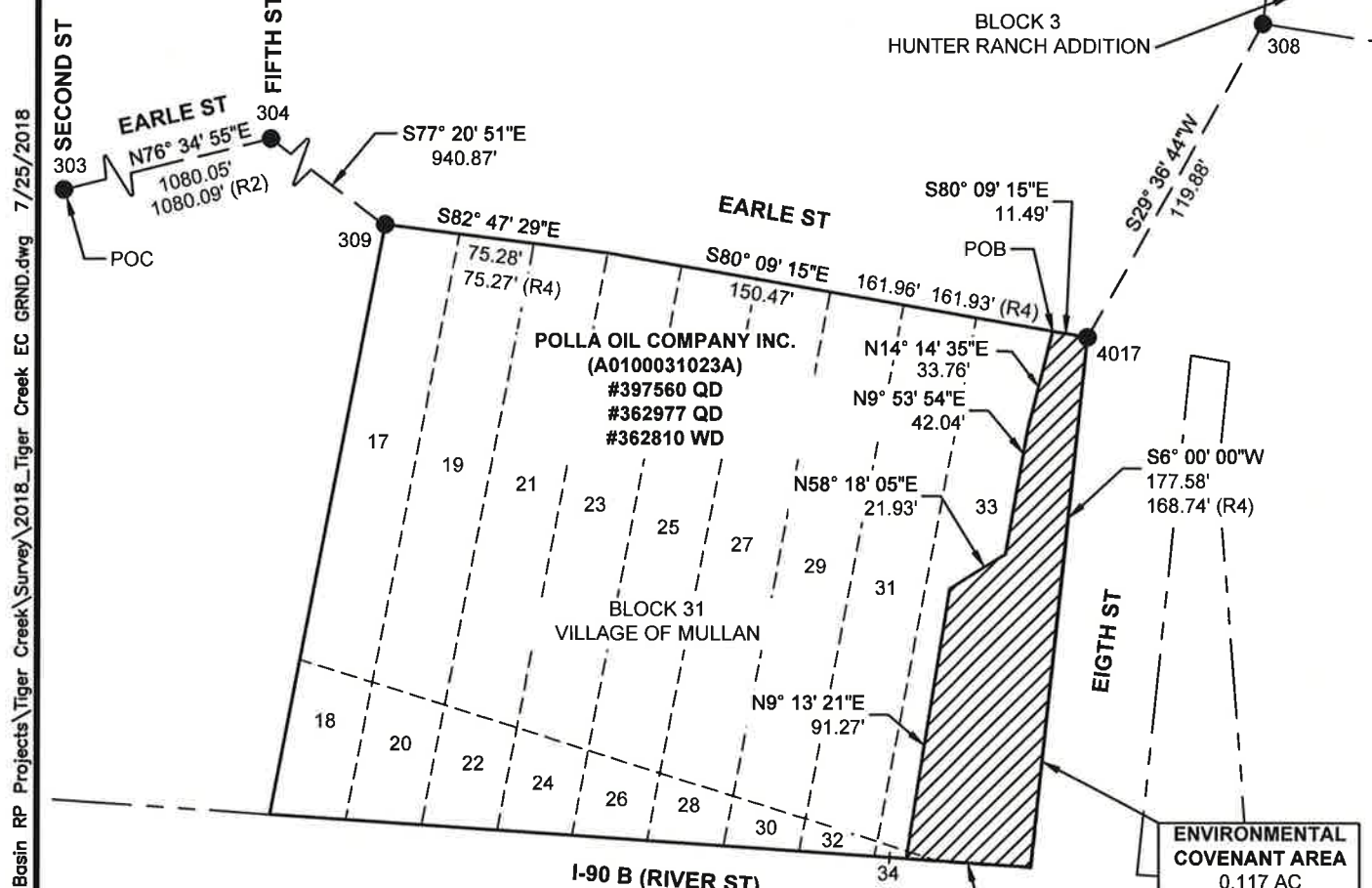
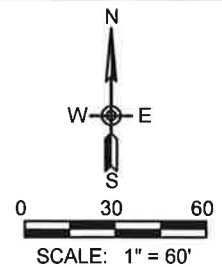
End of Description.



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EXHIBIT B

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83
(2011). DISTANCES ARE AT GROUND (CSF= 0.99977952)
IN THE NW ¼ OF SECTION 35, T48N, R5E, B.M.



POINT	DESCRIPTION
303	FND AC 2.5" PLS 5573 IN MON CASE
304	FND AC 2.5" PLS 5573 IN MON CASE
308	FND BRASS CAP 2.0" SW PLAT COR
309	FND 5/8 REBAR YPC PLS 4559
4017	FND RAILROAD SPIKE

REFERENCES:
 (M1) VILLAGE OF MULLAN STREETS, BLOCKS AND LOTS, 1914
 (P1) PLAT #227526, HUNTER RANCH ADDITION 1970
 (R2) RECORD OF SURVEY # 386026, 11/13/1998
 (R4) RECORD OF SURVEY #369266, 10/04/1996

NOTES:
 1. BOUNDARY LINES ARE BASED ON AVAILABLE RECORD DOCUMENTS AND FOUND MONUMENTS.
 2. ALL EASEMENTS, EXCEPTIONS AND OTHER ENCUMBERANCES MAY NOT BE SHOWN.
 3. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.



\\BARYTE\Kello\Projects\Engineering\Remedy Protection\2017 Basin RP Projects\Tiger Creek\Survey\2018_Tiger Creek EC GRND.dwg 7/25/2018



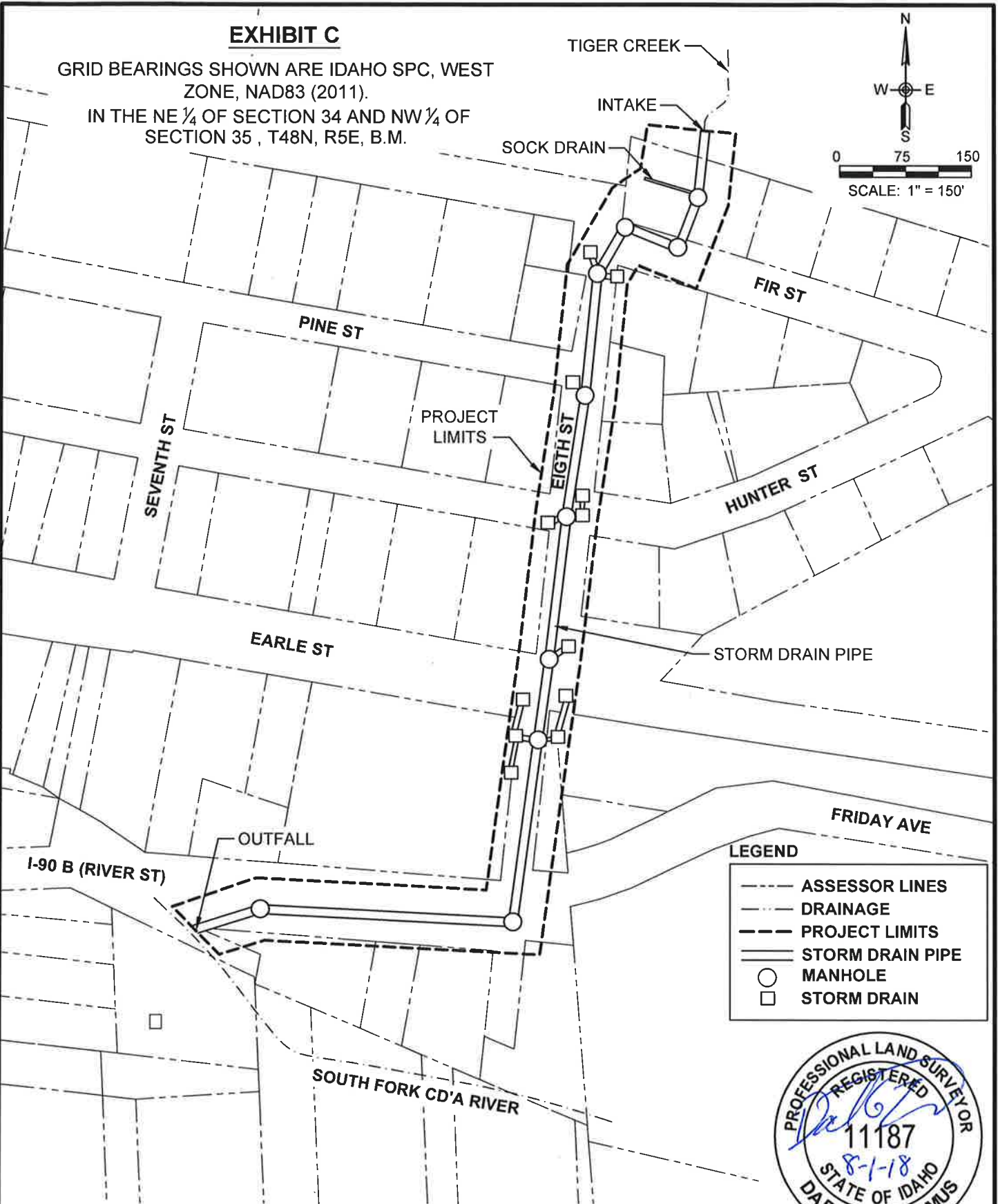
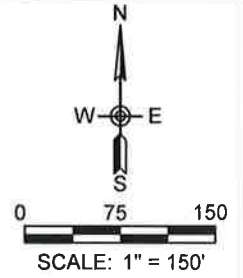
DRAWN BY: DGR/BLR
 PROJECT NO.: 18014-04
 DATE: 7/25/2018

FIGURE: **TIGER CREEK - MULLAN, ID ENVIRONMENTAL COVENANT MAP**

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EXHIBIT C

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83 (2011).
IN THE NE ¼ OF SECTION 34 AND NW ¼ OF SECTION 35, T48N, R5E, B.M.



LEGEND

- ASSESSOR LINES
- DRAINAGE
- PROJECT LIMITS
- ===== STORM DRAIN PIPE
- MANHOLE
- STORM DRAIN



NOTES:
1. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.

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DRAWN BY:	DGR/BLR
PROJECT NO.:	18014-04
DATE:	7/31/2018

FIGURE:

TIGER CREEK - MULLAN, ID ENVIRONMENTAL COVENANT MAP

Instrument # 498094

WALLACE, SHOSHONE COUNTY, IDAHO

1-17-2019 09:25:00 AM No. of Pages: 11

Recorded for : ALTA SCIENCE & ENGINEERING

TAMIE EBERHARD

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

Fee: 40.00



498094 '19 JAN 17 AM 9:25