

The Plan For Protection: Soil

Removal

- Millions of cubic yards of mine tailings and contaminated soil in Butte have been removed to prevent human exposure.
- Removals include contaminated yard soils and interior sources of lead such as lead paint and attic dust through Butte-Silver Bow's Residential Metals Abatement Program (RMAP).
- Removal actions are ongoing in Butte.

The RMAP Will:

- Sample and analyze your home and yard.
- Clean up contaminated attic dust, indoor dust, yards and lead paint if needed.
- Provide these services free and with minimal disruption to the home occupant.



Learn more about the program by calling 406-497-5040 or visiting the RMAP website.

Capping

- Potentially hazardous contaminated soil that is not removed is covered with a protective layer of clean soil.
- These "caps" are maintained by Butte-Silver Bow County and are monitored using the Butte Reclamation and Evaluation System to ensure they are protective.
- The Butte Reclamation and Evaluation System is:
 - * Implemented in cooperation with the Clark Fork Watershed Education Program.
 - * Responsible for evaluating all reclaimed areas (25 percent of all sites evaluated annually).
 - * Responsible for correcting protective cap problems under EPA approved work plans.

The Plan For Protection: Programs

Blood Lead Screening

- Available to all county residents at no charge through Butte-Silver Bow's Women, Infants, and Children Program (406-497-5060).



Public Education

- Projects are ongoing in Butte through community outreach by public, private, and non-profit groups.



Butte-Silver Bow Women, Infants, and Children Program

- Offers and encourages free blood-lead testing at the County Health Department.
- Reports all elevated results to the RMAP for further evaluation.
- Provides a range of resources to improve health and nutrition to women, infants, and children up to 5 years of age.



Be Contaminant Smart: Family

Contamination from historic mining will remain in Butte even after cleanup is complete. In addition to the cleanup measures, there are things you can do to for your family to be contaminant smart.

Choose a Healthy Diet

- Eat iron-rich foods. Normal iron levels protect the body from lead. Good sources of iron are lean meats, fortified cereals, and dried fruits.
- Eat calcium-rich foods. Calcium reduces lead absorption. Good sources of calcium are green leafy vegetables, milk, and cheese.
- Eat regularly. Children with empty stomachs absorb more lead. Provide children 4 to 6 small meals during the day.

Properly Prepare Garden Produce

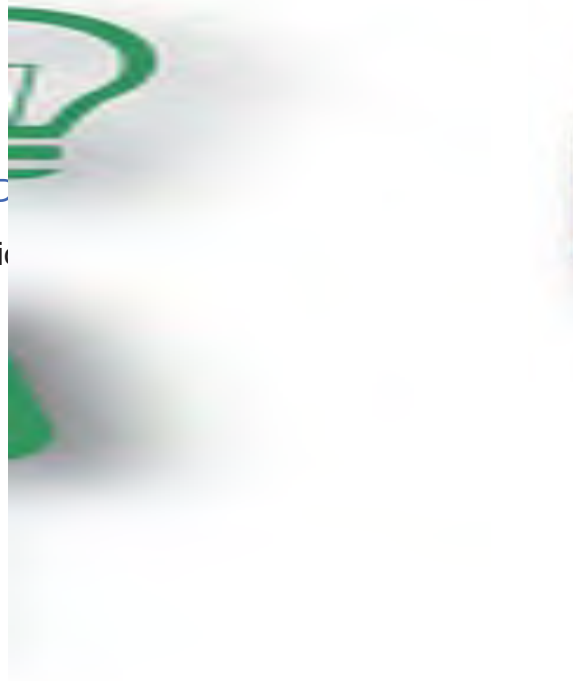
- Keep preparation surfaces clean.
- Wash produce to remove soil.
- Throw away the outer leaves of leafy vegetables and peel root crops to remove the skin and any residual soil.

Test Your Kids for Lead

- Enroll in the blood-lead testing program with Butte County's [Women, Infants, and Children Program](#) by calling 406-497-5060.

Stay Informed

- Read and follow the suggestions in the EPA's [Guide *Fight Lead Poisoning with a Healthy Diet*](#).
- Learn and educate others about lead, arsenic, and other contaminants in Butte.



Be Contaminant Smart: Home

Safety starts at home and there are important and simple practices you can follow to keep your family healthy.

Keep Things Clean

- Keep your home clean and dust-free. This will cut down on the amount of contamination present in the environment.
- Wash hands and toys frequently to help prevent spreading germs and cut down on colds.
- Keep painted surfaces in good condition and clean around painted areas where friction can generate dust, such as around doors, windows and drawers.



Understand and Identify Potential Sources

- Identify and limit exposure to products that may contain lead. These may include toys, cosmetics, crafts, and other items.
- If buying a home built before 1978, find out if it contains lead-based paint. A seller must disclose any known lead-based hazards.

Don't Create Unnecessary Exposures

- Practice safe do-it-yourself renovations. Read and follow guidance in the EPA pamphlet *Renovate Right*.

Stay Informed

- Read and follow the suggestions in EPA's brochure *Protect Your Family from Lead in Your Home*.
- Contact Butte-Silver Bow's [Residential Metals Abatement Program](#) to have your home tested for lead and arsenic (406-497-5040).

Web link to *Renovating Right*:

www.epa.gov/lead/lead-safe-certified-guide-renovate-right-2

Web link to *Protect Your Family from Lead in Your Home*:

www.epa.gov/lead/protect-your-family-lead-your-home

Be Contaminant Smart: Outside

Gardening is a fun and healthy hobby and there are contaminant smart tips to help keep gardening safe.

Don't Let Contamination Into Your Home

- Leave dirty shoes at the door.
- Reduce dirt brought in by pets.
- Wash children's hands, bottles, pacifiers and toys often especially if they contact soil.
- Avoid contact between gardening clothes and furniture.
- Wash garden produce thoroughly to remove soil completely.

Garden Carefully

- Wear gloves while gardening and when harvesting produce.
- Add organic materials, like compost, manure, leaves, or grass clippings to your garden. Organic compounds bind lead and make it less available to contaminate plants.
- Add mulch to the garden to reduce dust and prevent soil from splashing onto plants during irrigation or rainstorms.
- Locate your garden as far as possible from busy streets, highways, or old buildings. Traffic can spread dust contaminated with lead and old buildings may shed lead paint.
- Encourage kids to play away from the garden.
- Select plants with shallow roots to ensure that roots do not reach contaminated soil. Increase planting of fruits and vegetables that grow on vines and on fruit trees.
- Grow crops in containers filled with clean soil or build raised beds using safe materials.



Be Contaminant Smart: Taboos

Finally, there are some things to avoid to be contaminant smart and keep your family safe.

STOP!

- **DO NOT know what you have. Do not assume lead, arsenic or other potentially harmful contamination.**
- **DO NOT let children chew or put paint chips in their mouths.**
- **DO NOT let children eat dirt.**
- **DO NOT try to remove lead-based paint yourself. Call the RMA or use an EPA certified or approved contractor instead and follow the guidance of EPA's **Renovation, Repair and Painting Program**.**
- **DO NOT allow children to play in known lead-based paint or contaminated soil.**



Remember, the Butte-Silver Bow RMAP is your best resource for help with lead paint identification and removal and for dealing with attic dust. Their assistance is provided at no cost to you.

Contacts for More Information

Citizens for Labor and Environmental Justice

- www.facebook.com/Citizens-for-Labor-and-Environmental-Justice-860260360719942/
- 406-496-4228

Citizens Technical Environmental Committee

- www.buttectec.org
- 406-723-6247

City and County of Butte-Silver Bow

- www.co.silverbow.mt.us
- Health Department, 406-497-5020
- Women, Infants and Children Program, 406-497-5060
- Residential Metals Abatement Program, 406-497-5040

Montana Department of Environmental Quality

- www.deq.mt.gov/Land/fedsuperfund
- 406-444-6444

U.S. Environmental Protection Agency

- www.epa.gov/mt
- 406-457-5000

Appendix G

Institutional Controls Management System Plan

**SILVER BOW CREEK/BUTTE AREA NPL SITE
BUTTE PRIORITY SOILS OPERABLE UNIT**

Institutional Controls Management System

***Butte-Silver Bow County
and
Atlantic Richfield Company***

October 2019

SILVER BOW CREEK/BUTTE AREA NPL SITE BUTTE PRIORITY SOILS OPERABLE UNIT

Institutional Controls Management System

Prepared for:

Butte Silver Bow
Superfund Division
155 W. Granite
Butte, MT 59701

And

Atlantic Richfield Company
317 Anaconda Road
Butte, Montana 59701

Prepared by:

TREC Inc.
A Woodard and Curran Company
1015 S Montana St Suite C
Butte, Montana 59701

October 2019

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1 Introduction

1.1 Purpose

This Plan describes the Institutional Controls Management System (ICMS) that is currently being maintained by the City and County of Butte Silver Bow (BSB) to implement Institutional Controls (ICs) obligations required pursuant to the Institutional Controls Implementation and Assurance Plan (ICIAP). Implementation of this plan will provide the following benefits:

- Processes for the tracking of IC's and activities on the property.
- Improved visibility of activities taking place within the Butte Priority Soils Operable Unit (BPSOU) and adjacent areas.
- Controlled methods for the collection and reporting of data.

Currently the ICMS will evolve with technology and be updated as applicable.

1.2 Project Background

The BPSOU covers an area of approximately five square miles and is located a few miles west of the continental divide. Contaminants at the site, including arsenic and heavy metals such as copper, lead, mercury, and zinc, are the result of over 100 years of hard rock mining, smelting, milling, and other processing activities. Mining and ore-processing wastes represent the primary source materials. These wastes come in several different forms, including mill tailings, waste rock, slag, smelter fallout, and mixed combinations of each. Arsenic and metals contained in or released from these wastes to soil, surface water, and groundwater, may pose significant risks to human and ecological receptors without appropriate remediation as described in the BPSOU ROD.

1.3 Goals and Objectives

The ICMS is fundamental to Atlantic Richfield (AR) and BSB's ability to meet their IC responsibilities in an efficient and cost-effective manner. With the current rate of technological advancement in computer systems, this plan is written with flexibility for upgrades in technology that will occur over time. However, the core goals of the system will remain the same and are detailed below:

- Provide up-to-date, easy access to remedial data and Superfund activities to help promote development within the County, while also protecting Superfund remedies.
- Supply data and information to County residents and prospective property owners regarding remedial activities for all media (soil, water and dust) that have been performed on their property, both to ensure the integrity of the remedy and assure the protectiveness of human health.
- Provide up-to-date information to the Agencies about remedy management activities within BPSOU, including as-built information, if available for previously completed remedial activities.

- Provide a tracking system for Institutional Controls that is accessible, current, and reduces the time and effort required for reporting activities to the Agencies.

1.4 Plan Scope

The Plan scope is to describe how data will be updated, maintained and stored in the ICMS. The ICMS is a computer-based tool that is used for creating, documenting, saving, editing, analyzing, sharing, and displaying spatial data (data that is linked to a location). The ICMS provides an easy to use, quick, and efficient mechanism for querying data. The server aspect of the ICMS allows the data to be stored as a single database at a single location, but the data contained is available to identified users with an internet connection and valid access credentials.

The data that will be maintained in the ICMS include:

- All data and other information obtained in connection with Response Actions performed within BPSOU by Atlantic Richfield or BSB or any other Person or Governmental Entity;
- All data and other information obtained in connection with Operation and Maintenance Activities within BPSOU, performed by Atlantic Richfield or BSB (data will be recorded, stored, and managed in a separate database);
- All data and pertinent information compiled as part of the implementation of the Butte Reclamation and Evaluation System (“BRES”) including establishing an application that provides a mechanism for community members to report issues with capped areas or stormwater conveyance systems;
- All data and other information in connection with RMAP property investigations, including the ROD and ESD-required systematic sampling, assessment and abatement (if action levels are exceeded) of all residential properties with the BPSOU and attic dust in residential properties within the Butte Site along with tracking: 1) properties for which access has been obtained, properties sampled, and cleanup completed; 2) properties where access has been denied (and data for such properties); and 3) residential attics that would be cleaned up IF a pathway occurs in the future through remodeling;
- All data and information relating to applicable requirements under the Growth Policy and/or Zoning Ordinance;
- All data and information relating to CGWA.

2 ICMS overview

When managing information in the systems, BSB and Atlantic Richfield will be responsible for all reporting and accuracy assurance related to that information. BSB or Atlantic Richfield will not be held accountable for the accuracy of data obtained from third parties for use in the ICMS.

2.1 GIS Data

BSB is implementing a GIS platform suitable for the storage of all geospatial data required to implement and perform the ICs obligations. Currently that platform is ESRI’s ArcGIS online platform in conjunction with online accessible SQL databases. The data stored, updated and

maintained by BSB will include, but will not be limited to, superfund information (BRES property maintenance records, aerial photographs and information regarding property ownership, access rights, remedial actions and environmental sampling data), proprietary controls (including restrictive covenants), field data, and as-built engineering figures. In addition, this platform will contain overlays to be used in providing information related the Governmental controls including the areas described in the Growth Policy/Zoning ordinance, the Controlled Groundwater Area and other overlays described in the various other ordinances. This system is continually evolving and new functionality will be added as needs arise.

2.2 Analytical Laboratory Data

BSB currently maintains several databases related to ICs including the Residential Metals Abatement Program, Butte Reclamation Evaluation System, and Superfund Operations and Maintenance Database. Analytical Laboratory Data is currently stored in program-specific databases, once QA/QC has been completed. The platforms are SQL databases accessible online through web or desktop-facing portals. These platforms allow for the automated upload of analytical data which is associated with the property from which the sample was taken. The system includes the capability to provide reports and or tables based on the analytical data which in turn are included in the various documents provided to the landowners and Agencies and used to determine next steps in the abatement process.

2.3 CPMP Data

Information associated with implementation of the Community Protective Measures Program by BSB is available in the BSB ICMS. Information collected as part of this program includes geographic information, outreach tracking, access tracking, sample data, abatement status and documents associated with the property. The geographic information is stored in the above-mentioned ArcGIS online platform. The sample data and all other data, including copies of the various documents, are stored in the SQL/web based RMAP online portal. However, there still exists a number of residences that have been addressed in the past which will have hardcopy records stored at the RMAP office.

Outreach attempts are a large part of this system. The record for the property starts with the first outreach attempt where an outreach packet is sent to the residence and the property is assigned an identification number. The results of that attempt are recorded in the system for that property (i.e. access granted, denied, no response etc.) including any concerns expressed by the owner. If subsequent attempts are needed for a property those attempts are also recorded in the system. Once an access agreement is secured for the property the access status is recorded and a copy of the agreement is included in the record. From there, geographic layers are created for the property to help coordinate the sampling within the yard and to depict where samples were taken within the property; the data is the imported and stored in the ArcGIS online platform. Once analytical results are received from the lab, the results are entered into the system and an abatement plan is prepared and implemented, if needed. Copies of all documents prepared for the property are included as part of the property record and the current status of the property is indicated within the record.

2.4 Ownership and Land Usage

Butte-Silver Bow Land Records Department maintains a land records system that: a) provides a single point of contact for public access to information related to land records; b) provides and uses automated tools to manage the voluminous land records and furnish timely and accurate land information to facilitate decisions on land issues; and c) allows for timely and efficient data sharing within all offices and departments of the city-county. The Montana State Library maintains the Cadastral website and BSB regularly provides land ownership information to the Montana State Library for incorporation into the Montana Cadastral system, which enables the general public to access land records information. In addition to contributions to the Cadastral system, Land Records Department maintains information pertaining to parcels of real property including information regarding location, geocode, ownership, and land use.

2.5 Security and Access

The ICMS conforms to industry best practices regarding data management and security which includes user level log in criteria with different levels of access. These levels of access include administrative (data maintainers and gatekeepers), user (access to read only data and report), and guests (limited read only access to public information).

2.6 Backups

The ICMS will be appropriately backed up to mitigate the risk of data loss due to hardware or other system failure. The backup schedule and backup types will be aligned with best practices for the software on which the system is built.

2.7 Quality Management System

Computer hardware, and hardware/software configurations used in support of the ICMS will be installed, tested, used, and maintained as detailed in the Quality Management Plan (QMP) and Data Management Plan (DMP). Hardware/software configurations will be tested, and any issues resolved prior to use. Changes to hardware/software configurations and data storage will be assessed prior to implementation, and any changes will be documented to evaluate the impact of the change to the management system.

Appendix H

Example Deed Notice and Access Agreement Forms

Appendix H.1 RMAP Access Agreement Request

Appendix H.2 RMAP Residential Interior Dust Access Agreement Request

Appendix H.3 BRES Access Agreement Request

Appendix H.4 Agency Enforcement Letters

Appendix H.1 RMAP Access Agreement Request

RESIDENTIAL ACCESS AGREEMENT

_____ (“Owner”) and Butte-Silver Bow County (“BSB”) enter into this Residential Access Agreement (“Agreement”) this _____ day of _____.

RECITALS

A. BSB has received funding to conduct certain sampling and abatement activities on certain residential properties located in Butte-Silver Bow County.

B. BSB desires to conduct sampling and abatement activities on certain residential property owned by Owner on the terms and conditions set forth herein.

C. Owner is willing to permit BSB to conduct certain sampling and abatement activities on residential property owned by Owner on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Owner and BSB agrees as follows:

1. GRANT OF ACCESS. Owner hereby grants to BSB, EPA (Environmental Protection Agency), MDEQ (Montana Department of Environmental Quality), ATLANTIC RICHFIELD, and their representatives the right to enter Owner’s real property, as further described in Exhibit 1 hereto (the “Property”) for the purpose of conducting the sampling and abatement activities described in paragraph 2 below. Owner warrants and represents to BSB that, to the best of the Owner’s knowledge, Owner possesses ownership in the Property, except as follows:

and has the right to grant access to BSB to conduct the described activities.

2. WORK TO BE PERFORMED. Owner agrees to permit BSB and their respective representatives to conduct the sampling and abatement activities described in the Work Plan attached hereto as Exhibit 2 (the “Work”) on the Owner’s Property. The Work will consist of the following phases:

- a.) Initial assessment phase consisting of site and structure analysis, development of abatement strategy, and materials estimate.
- b.) Activities related to the excavation and removal of soils, monitoring and sampling of environmental media and conducting other information gathering activities such as field investigation, data collection, soil boring, testing and periodic monitoring.
- c.) Work phase consisting of the actual residential abatement process.
- d.) Follow up sampling procedure to take place approximately one year after completion of the abatement project.

BSB will make every reasonable effort to minimize any inconvenience to Owner during the performance of the Work on the Property and will work closely with Owner to address any concerns Owner may have about the Work. Unless otherwise agreed in writing by Owner and BSB, or required by EPA, all tools, equipment or other property taken or placed upon the Property by or at the direction of BSB shall remain the property of BSB and may be removed by BSB at any time within a reasonable period after completion of the Work.

- 3. FUTURE ACCESS. Owner hereby grants access to the Property at all reasonable times to BSB, EPA, MDEQ, ATLANTIC RICHFIELD and their representatives for the purpose of: (a) monitoring Property Owner's compliance with the Covenants set forth in Exhibit 4, (b) conducting any investigation, monitoring, sampling, or other activities with respect to the Property, or (c) undertaking any action that is deemed necessary or advisable with respect to the Property to address environmental conditions thereon.
- 4. PHOTOGRAPHIC DOCUMENTATION. Owner agrees to permit BSB to create a photographic/video record to document the initial condition of specific areas of the Property, as well as, the post-Work condition of the Property. Copies will be made available for review upon owner's request.
- 5. INDEMNIFICATION OF OWNER. BSB agrees to indemnify and hold harmless Owner from any and all actions, claims, demands, liabilities, losses, damages or expenses, including damage to property or for loss of use of property, which may be imposed on or incurred by Owner as a result of BSB's negligent, reckless, or willful acts or omissions while on the Property, except to the extent that such actions, claims, demands, liabilities, losses, damages or expenses result from the acts or omissions of the Owner. Owner and BSB agree that the Work described in Exhibit 2 shall not give rise to a claim for indemnification under this provision.
- 6. COVENANT NOT TO SUE AND RELEASE. Owner covenants not to sue BSB and Atlantic Richfield Company ("ATLANTIC RICHFIELD") for, and releases BSB and ATLANTIC RICHFIELD from any liability for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to Work described in Exhibit 2, provided that the Work is conducted in accordance with Exhibit 2.

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7. COVENANTS, NOTICE OF COVENANTS AND NOTICE OF COMPLETION.
Owner hereby agrees to abide by and impose the Covenants set forth in Exhibit 4. Contemporaneous with the execution of this Agreement, in order to provide notice of the Covenants and the Work performed, Owner also hereby agrees to execute the Notice of Covenants attached hereto as Exhibit 5. It is understood and agreed that the Work Plan attached hereto as Exhibit 2, together with any written modifications thereto, that are agreed upon by BSB and Owner following the execution of the Agreement, shall be attached to and made part of the Notice of Covenants. It is further understood and agreed that BSB shall promptly record the executed Notice of Covenants in the Butte-Silver Bow County real property records following the completion of the Work phase of the residential abatement process.
8. SALE, LEASE, OR OTHER CONVEYANCE OF PROPERTY. Owner agrees that if he/she sells, leases, or otherwise conveys any portion of his/her right, title, or interest in any portion of the Property that all the Covenants set forth in Exhibit 4 shall be included in or attached to the deed, lease, or other conveyance document. The Owner agrees that such Covenants shall be binding on all subsequent owners. If, for any reason, the Owner fails to either abide by the Covenants or include the Covenants in a subsequent sale, lease, or other conveyance of all or any part of the Property, then the indemnification provisions of this Agreement shall be void and of no further force and effect.
9. NOTICE. BSB shall provide Owner with either written or oral notice seven (7) days prior to first commencing the work described in Exhibit 2 on the Property.
10. DELIVERY OF NOTICE. All notices by or pertaining this Agreement shall be in writing and shall be sent to Owner and BSB at the respective addresses below. Either Owner or BSB may designate a different address for receipt of notice by providing written notice of such change to the other. All notices shall be sent by certified mail, return receipt requested to:

BSB: Chad Anderson
Butte-Silver Bow County
Residential Metals Program
345 Anaconda Rd. Butte, Montana 59701

OWNER: _____

11. RESTORATION OF PROPERTY. Upon completion of the Work described in Exhibit 2, BSB will, with the exception of the necessary abatement improvements, return the

Property to the condition it was in at the time BSB first entered the Property under this Agreement to the extent practicable, provided that such restoration is not inconsistent with the Work described in Exhibit 2.

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12. SOIL SAMPLES. BSB agrees to use its' best efforts to provide, upon Owner's prior written request, a portion of any sample taken on Owner's Property. A "SAMPLE REQUEST" form, attached as Exhibit 3 for Owner's use to request a sample portion has been provided to Owner by BSB.
13. MISCELLANEOUS
 - a. Effect of Agreement. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed as a waiver of any right, claim, or defense by any party to this Agreement against the other or against any other person or entity under CERCLA or any other law, or as creating any right or benefit in favor of any person or entity. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and BSB and their respective assigns and successors in interest.
 - b. Negation of Agency Relationship. The Agreement shall not be construed to create, either expressly or by implication the relationship of agency or partnership between Owner and BSB. Neither Owner nor BSB is authorized to act on behalf of the other in any manner related to the subject matter of this Agreement, and neither shall be liable for acts, errors, or omissions of the other entered into, committed, or performed with respect to or in the performance of this Agreement.
 - c. Termination. Except with respect to paragraph three (3) on page one, this Agreement will terminate following BSB's written notification that work described in Exhibit 2 is complete.
 - d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana and will be in the State of Montana.
 - e. Construction. Whenever possible, each provision hereof will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or such invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.
 - f. Entire Agreement. This Agree embodies the entire agreement of Owner and BSB with respect to the subject matter hereof, and no prior oral or written

representation shall serve to modify or amend this Agreement. This Agreement may not be modified, except by written agreement signed and duly authorized by Owner and BSB.

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IN WITNESS WHEREOF, Owner and BSB have executed this Agreement effective as of the first date written above.

OWNER:

Date_____

Title: Owner

BUTTE-SILVER BOW:

Date_____

Title: Superfund Representative

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EXHIBIT 1 TO RESIDENTIAL ACCESS AGREEMENT

DESCRIPTION OF PROPERTY

That certain real property as more fully described in the attached deed dated

_____.

Recorded at Roll _____, Card _____ in the records of Silver Bow County, Montana.

EXHIBIT 2 TO RESIDENTIAL ACCESS AGREEMENT

WORK PLAN

EXHIBIT 4 TO RESIDENTIAL ACCESS AGREEMENT

COVENANTS

- A. CREATION OF CONVENANTS. The following covenants shall burden the Property (described as Exhibit A) and are intended to be covenants of the Property Owner and the Property Owner's successors in interest, assigns, and transferees:
1. No Mining. There shall be no exploration for or mining, milling, processing, drilling, or any other method of development and/or production of any veins, loads, or mineral deposits (including, without limitation, hard rock minerals, sand, gravel, clay or other similar naturally occurring substances) on the Property. All other uses of the Property shall be permitted in accordance with and in a manner consistent with the requirements of applicable laws.
 2. Future Development. The Property Owner shall secure written approval and requisite permits from BSB prior to allowing any development of any kind on the Property, including, without limitation, ground water well drilling or any action that will alter, disturb or otherwise interfere with the Work (described in Exhibit B) performed on the Property. BSB shall approve the proposed development if the Property Owner provides acceptable assurances that the proposed development will be undertaken in accordance with the requirements of all applicable laws including, without limitation, the requirements of the Butte-Silver Bow Reclaimed Areas Guidebook and any applicable ground water control area.
 3. Maintenance. In order to protect and preserve the Work performed on the Property, the Property Owner will keep the Property in good repair, normal wear and tear expected, and will notify BSB of any problems that may arise with the Work. Owner further agrees to provide access to the Property at reasonable times in the future to verify compliance with this Covenant.
 4. Sale, Lease, or Other Conveyance. The Property Owner will disclose the nature of the Work performed on the Property and the terms of these Covenants to any future purchaser, lessee or other occupant of the Property. If the Property Owner sells, leases, or otherwise conveys any portion of his/her right, title or interest in any portion of the Property, the Covenants set forth herein shall be included in or attached to the deed, lease or other conveyance documents. The Property Owner shall also notify BSB of any sale, lease, or other conveyance of the Property.
 5. Obligation to Comply with Residential Access Agreement. The terms and conditions of that certain Residential Access Agreement dated _____ shall be binding upon the Property Owners, successors, and assigns and all future purchasers, lessees, or other occupants of the Property.

- B. BENEFITED PROPERTIES - BENEFITS. The Benefited Properties shall include all properties adjacent to or contiguous with the Property. The benefits from the Covenants include: (i) the reduction or minimization of potential risk associated with environmental conditions on, or, under, near, or associated with the Property, and (ii) the maintenance, use, and potential development of the Property in such a manner to allow economic benefits to accrue to the Benefited Properties.
- C. ENFORCEMENT RIGHTS - COVENANTS. BSB, EPA, MDEQ, and each of the Owners (as the same may appear from time to time) of the Benefited Properties shall have the right, but not the obligation, to enforce the Covenants. Each Covenant shall be enforceable, in perpetuity, to the fullest extent permitted by Montana law. All remedies available, at law, or in equity, shall be available for the enforcement of the Covenants. The selection of remedies shall be within the sole discretion of the party entitled to enforce the Covenants. The prevailing party in any action to enforce the Covenants shall be entitled to reasonable attorney's fees and costs incurred in such action.

EXHIBIT 5 TO RESIDENTIAL ACCESS AGREEMENT

NOTICE OF COVENANTS

The following property owner(s) hereby agree to have the "Covenants" attached and denoted as Exhibit 'A' imposed upon their property and to run with the land.

Legal description: _____, _____,
 _____ Assessor Code: _____.

IN WITNESS WHEREOF, _____
Print Name

has executed this notice on the ____ day of ____.

Property owner signature: _____

STATE OF MONTANA)
 : SS
County of Butte-Silver Bow)

On this _____ day of _____, 20____, before me,

_____, a Notary Public for the State of _____,

Notary State

personally appeared _____, and is personally known to me or

Property Owner (s)

thru government-issued identification, the person(s) described in and whose name(s) is/are

subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate above written.

SEAL

SIGNATURE OF NOTARY PUBLIC

PRINT NAME OF NOTARY PUBLIC

FOR THE STATE OF

RESIDING AT _____

MY COMMISSION EXPIRES _____

EXHIBIT 6 TO RESIDENTIAL ACCESS AGREEMENT

STATEMENT OF COMPLETION

Owner hereby acknowledges, by signing this Statement of Completion, that work performed by Residential Metals Program was conducted as stated in the Work Plan (Exhibit 2) and completed to the satisfaction of the Owner.

We, the undersigned, agree to the terms of this agreement.

SIGNED: _____
Owner

DATE: _____

SIGNED: _____
BSB Representative

DATE: _____

BSB RESIDENTIAL METALS PROGRAM

STATEMENT OF RECOGNITION

Owner hereby acknowledges, by signing this Statement of Recognition, that the work performed by the BSB Residential Metals Program will be conducted as follows: Insulation, debris, boxes, wood, and miscellaneous items left in the attic will be removed and disposed of unless previous arrangements are made with the BSB Residential Metals Program. The attic will only be re-insulated after all electrical in the attic space(s) is brought up to code, bathroom fan is vented properly, and the attic venting has been addressed by the owner (If necessary). The BSB Metals Program will only re-insulate with fiberglass blown-in and/or fiberglass rolls. All other work to be performed is stated in the Work Plan (Exhibit 2) of the Access Agreement and will be completed to the satisfaction of the Owner.

We, the undersigned, agree to the terms of this agreement.

SIGNED: _____
Owner

DATE: _____

SIGNED: _____
BSB Representative

DATE: _____

Appendix H.2 RESIDENTIAL ACCESS AGREEMENT

RESIDENTIAL ACCESS AGREEMENT

_____ (“Owner”) and Butte-Silver Bow County (“BSB”) enter into this Residential Access Agreement (“Agreement”) this ____ day of _____.

RECITALS

A. BSB has received funding to conduct certain residential interior dust sampling and abatement activities on certain residential properties located in Butte-Silver Bow County.

B. BSB requests to conduct certain residential interior dust sampling and abatement activities on certain residential property owned by Owner on the terms and conditions set forth herein.

C. Owner is willing to permit BSB to conduct certain residential interior dust sampling and abatement activities on residential property owned by Owner on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Owner and BSB agrees as follows:

1. GRANT OF ACCESS. Owner hereby grants to BSB, EPA (Environmental Protection Agency), MDEQ (Montana Department of Environmental Quality), ATLANTIC RICHFIELD, and their representatives the right to enter Owner’s real property, as further described in Exhibit 1 hereto (the “Property”) for the purpose of conducting the residential interior dust sampling and abatement activities described in paragraph 2 below. Owner warrants and represents to BSB that, to the best of the Owner’s knowledge, Owner possesses ownership in the Property, except as follows:

and has the right to grant access to BSB to conduct the described activities.

2. WORK TO BE PERFORMED. Owner agrees to permit BSB and their respective representatives to conduct the residential interior dust sampling and abatement activities described in the Work Plan attached hereto as Exhibit 2 (the “Work”) on the Owner’s Property. The Work will consist of the following phases:

- a.) Initial assessment phase consisting of site and structure analysis, development of abatement strategy, and materials estimate.
- b.) Activities related to abatement project, monitoring and sampling of environmental media and conducting other information gathering activities such data collection and testing and periodic monitoring.
- c.) Work phase consisting of the actual residential interior dust abatement process.

BSB will make every reasonable effort to minimize any inconvenience to Owner during the performance of the Work on the Property, and will work closely with Owner to address any concerns Owner may have about the Work. Unless otherwise agreed in writing by Owner and BSB, or required by EPA, all tools, equipment or other property taken or placed upon the Property by or at the direction of BSB shall remain the property of BSB and may be removed by BSB at any time within a reasonable period after completion of the Work.

- 3. PHOTOGRAPHIC DOCUMENTATION. Owner agrees to permit BSB to create a photographic/video record to document the initial condition of specific areas of the Property as appropriate, as well as, the post-Work condition of the Property. Copies will be made available for review upon owner's request.
- 4. INDEMNIFICATION OF OWNER. BSB agrees to indemnify and hold harmless Owner from any and all actions, claims, demands, liabilities, losses, damages or expenses, including damage to property or for loss of use of property, which may be imposed on or incurred by Owner as a result of BSB's negligent, reckless, or willful acts or omissions while on the Property, except to the extent that such actions, claims, demands, liabilities, losses, damages or expenses result from the acts or omissions of the Owner. Owner and BSB agree that the Work described in Exhibit 2 shall not give rise to a claim for indemnification under this provision.
- 5. COVENANT NOT TO SUE AND RELEASE. Owner covenants not to sue BSB and Atlantic Richfield Company ("ATLANTIC RICHFIELD") for, and releases BSB and ATLANTIC RICHFIELD from any liability for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to Work described in Exhibit 2, provided that the Work is conducted in accordance with Exhibit 2.
- 6. COVENANTS, NOTICE OF COVENANTS AND NOTICE OF COMPLETION. Owner hereby agrees to abide by and impose the Covenants set forth in Exhibit 4. Contemporaneous with the execution of this Agreement, in order to provide notice of the Covenants and the Work performed, Owner also hereby agrees to execute the Notice of Covenants attached hereto as Exhibit 5. It is understood and agreed that the Work Plan attached hereto as Exhibit 2, together with any written modifications thereto, that are agreed upon by BSB and Owner following the execution of the Agreement, shall be attached to and made part of the Notice of Covenants. It is further understood and agreed that BSB shall promptly record the executed Notice of Covenants in the Butte-Silver

Bow County real property records following the completion of the Work phase of the residential interior abatement process.

7. **SALE, LEASE, OR OTHER CONVEYANCE OF PROPERTY.** Owner agrees that if he/she sells, leases, or otherwise conveys any portion of his/her right, title, or interest in any portion of the Property that all the Covenants set forth in Exhibit 4 shall be included in or attached to the deed, lease, or other conveyance document. The Owner agrees that such Covenants shall be binding on all subsequent owners. If, for any reason, the Owner fails to either abide by the Covenants or include the Covenants in a subsequent sale, lease, or other conveyance of all or any part of the Property, then the indemnification provisions of this Agreement shall be void and of no further force and effect.
8. **NOTICE.** BSB shall provide Owner with written notice seven (7) days prior to first commencing the work described in Exhibit 2 on the Property.
9. **DELIVERY OF NOTICE.** All notices by or pertaining this Agreement shall be in writing and shall be sent to Owner and BSB at the respective addresses below. Either Owner or BSB may designate a different address for receipt of notice by providing written notice of such change to the other. All final notices shall be sent by certified mail, return receipt requested to:

BSB: Chad Anderson
Butte-Silver Bow County
Residential Metals Program
345 Anaconda Rd. Butte, Montana 59701

OWNER: _____

10. **RESTORATION OF PROPERTY.** Upon completion of the Work described in Exhibit 2, BSB will, with the exception of the necessary abatement improvements, return the Property to the condition it was in at the time BSB first entered the Property under this Agreement to the extent practicable, provided that such restoration is not inconsistent with the Work described in Exhibit 2.
11. **MISCELLANEOUS**
 - a. **Effect of Agreement.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed as a waiver of any right, claim, or defense by any party to this Agreement against the other or against any other person or entity under CERCLA or any other law, or as creating any right or benefit in favor of any person or entity. This Agreement and the rights

and obligations created hereby shall be binding upon and inure to the benefit of Owner and BSB and their respective assigns and successors in interest.

- b. Negation of Agency Relationship. The Agreement shall not be construed to create, either expressly or by implication the relationship of agency or partnership between Owner and BSB. Neither Owner nor BSB is authorized to act on behalf of the other in any manner related to the subject matter of this Agreement, and neither shall be liable for acts, errors, or omissions of the other entered into, committed, or performed with respect to or in the performance of this Agreement.
- c. Termination. Except with respect to paragraph three (3) on page one, this Agreement will terminate following BSB's written notification that work described in Exhibit 2 is complete.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana and will be in the State of Montana.
- e. Construction. Whenever possible, each provision hereof will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or such invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.
- f. Entire Agreement. This Agreement embodies the entire agreement of Owner and BSB with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified, except by written agreement signed and duly authorized by Owner and BSB.

IN WITNESS WHEREOF, Owner and BSB have executed this Agreement effective as of the first date written above.

OWNER:

Date_____

Title: Owner

BUTTE-SILVER BOW:

Date_____

Title: Superfund Representative

EXHIBIT 1 TO RESIDENTIAL ACCESS AGREEMENT

DESCRIPTION OF PROPERTY

That certain real property as more fully described in the attached deed dated

_____.

Recorded at Roll _____, Card _____ in the records of Silver Bow County, Montana.

EXHIBIT 2 TO RESIDENTIAL ACCESS AGREEMENT
WORK PLAN

EXHIBIT 3 TO RESIDENTIAL ACCESS AGREEMENT

SAMPLE REQUEST

I, the undersigned, am the owner, his/her legal representative, or otherwise control the Property described herein. I have granted access to BSB and their representatives, to enter the Property and to take samples of environmental media from the Property.

I hereby request BSB provide to me a report of the results of that sampling.

Signature of person making request (if made on behalf of another person or company, please identify that party also):

Signature

Date_____

Print Name: _____

The following is the address at which the requesting party may be contacted and/or the sample portion delivered:

Phone_____

EXHIBIT 4 TO RESIDENTIAL ACCESS AGREEMENT

COVENANTS

- A. CREATION OF CONVENANTS. The following covenants shall burden the Property (described as Exhibit A) and are intended to be covenants of the Property Owner and the Property Owner's successors in interest, assigns, and transferees:
1. Maintenance. In order to protect and preserve the Work performed on the Property, the Property Owner will keep the Property in good repair, normal wear and tear expected, and will notify BSB of any problems that may arise with the Work.
 2. Sale, Lease, or Other Conveyance. The Property Owner will disclose the nature of the Work performed on the Property and the terms of these Covenants to any future purchaser, lessee or other occupant of the Property. If the Property Owner sells, leases, or otherwise conveys any portion of his/her right, title or interest in any portion of the Property, the Covenants set forth herein shall be included in or attached to the deed, lease or other conveyance documents. The Property Owner shall also notify BSB of any sale, lease, or other conveyance of the Property.
 3. Obligation to Comply with Residential Access Agreement. The terms and conditions of that certain Residential Access Agreement dated _____ shall be binding upon the Property Owners, successors, and assigns and all future purchasers, lessees, or other occupants of the Property.
- B. BENEFITED PROPERTIES - BENEFITS. The Benefited Properties shall include all properties adjacent to or contiguous with the Property. The benefits from the Covenants include: (i) the reduction or minimization of potential risk associated with environmental conditions on, or, under, near, or associated with the Property, and (ii) the maintenance, use, and potential development of the Property in such a manner to allow economic benefits to accrue to the Benefited Properties.
- C. ENFORCEMENT RIGHTS - COVENANTS. BSB, EPA, MDEQ, and each of the Owners (as the same may appear from time to time) of the Benefited Properties shall have the right, but not the obligation, to enforce the Covenants. Each Covenant shall be enforceable, in perpetuity, to the fullest extent permitted by Montana law. All remedies available, at law, or in equity, shall be available for the enforcement of the Covenants. The selection of remedies shall be within the sole discretion of the party entitled to enforce the Covenants. The prevailing party in any action to enforce the Covenants shall be entitled to reasonable attorney's fees and costs incurred in such action.

EXHIBIT 6 TO RESIDENTIAL ACCESS AGREEMENT

STATEMENT OF COMPLETION

Owner hereby acknowledges, by signing this Statement of Completion, that work performed by Residential Metals Abatement Program was conducted as stated in the Work Plan (Exhibit 2) and completed to the satisfaction of the Owner.

We, the undersigned, agree to the terms of this agreement.

SIGNED: _____
Owner

DATE: _____

SIGNED: _____
BSB Representative

DATE: _____

Appendix H.3 BRES Access Agreement Request

BRES ACCESS AGREEMENT

_____ (“Owner”) and Butte-Silver Bow County (“BSB”) enter into this Residential Access Agreement (“Agreement”) this _____ day of _____.

RECITALS

A. BSB has received funding to conduct certain inspection, monitoring and maintenance work required pursuant to the Butte Reclamation and Evaluation System (“BRES Work”) on certain properties located in Butte-Silver Bow County.

B. BSB desires to conduct BRES Work on certain property owned by Owner on the terms and conditions set forth herein.

C. Owner is willing to permit BSB to conduct certain BRES Work on property owned by Owner on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Owner and BSB agrees as follows:

1. **GRANT OF ACCESS.** Owner hereby grants to BSB, EPA (Environmental Protection Agency), MDEQ (Montana Department of Environmental Quality), Atlantic Richfield Company, and their representatives the right to enter Owner’s real property, as further described in Exhibit 1 hereto (the “Property”) for the purpose of conducting all activities and work described in the BRES Site Work Plan attached as Exhibit 2 hereto which may, including without limitation, excavation and/or removal of soils, monitoring and sampling of environmental media, ingress and egress of equipment, machinery and personnel, staging and temporary storage of equipment, and conducting other information gathering activities such as field investigation, data collection, surveys and testing (collectively referred to as the “BRES Work”). Owner warrants and represents to BSB that, to the best of the Owner’s knowledge, Owner possesses ownership in the Property, except as follows:

—

—

BSB will make every reasonable effort to minimize any inconvenience to Owner during the performance of the BRES Work on the Property, and will work closely with Owner to address any concerns Owner may have about the BRES Work. Unless otherwise agreed in writing by Owner and BSB, or required by EPA, all tools, equipment or other property taken or placed upon the Property by or at the direction of BSB shall remain the property

of BSB and may be removed by BSB at any time within a reasonable period after completion of the BRES Work.

2. PHOTOGRAPHIC DOCUMENTATION. Owner agrees to permit BSB to create a photographic/video record to document the initial condition of specific areas of the Property as appropriate, as well as, the post-BRES Work condition of the Property. Copies will be made available for review upon Owner's request.
3. INDEMINIFICATION OF OWNER. BSB agrees to indemnify and hold harmless Owner from any and all actions, claims, demands, liabilities, losses, damages or expenses, including damage to property or for loss of use of property, which may be imposed on or incurred by Owner as a result of BSB's negligent, reckless, or willful acts or omissions while on the Property, except to the extent that such actions, claims, demands, liabilities, losses, damages or expenses result from the acts or omissions of the Owner. Owner and BSB agree that the BRES Work shall not give rise to a claim for indemnification under this provision.
4. COVENANT NOT TO SUE AND RELEASE. Owner covenants not to sue BSB and Atlantic Richfield Company for, and releases BSB and Atlantic Richfield Company from any liability for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to BRES Work conducted on the Property in accordance with this Agreement.
5. COVENANTS, NOTICE OF COVENANTS AND NOTICE OF COMPLETION. Owner hereby agrees to abide by and impose the Covenants set forth set forth in Exhibit A to the Notice of Covenants attached as Exhibit 3 to this Agreement. Contemporaneous with the execution of this Agreement, in order to provide notice of the Covenants, Owner also hereby agrees to execute the Notice of Covenants attached hereto as Exhibit 5. It is understood and agreed that the BRES Site Work Plan attached hereto as Exhibit 2, together with any written modifications thereto, that are agreed upon by BSB and Owner following the execution of the Agreement, shall be attached to and made part of the Notice of Covenants. It is further understood and agreed that BSB shall promptly record the executed Notice of Covenants in the Butte-Silver Bow County real property records following the completion of the BRES Work.
6. SALE, LEASE, OR OTHER CONVEYANCE OF PROPERTY. Owner agrees that if he/she sells, leases, or otherwise conveys any portion of his/her right, title, or interest in any portion of the Property that all the Covenants set forth in Exhibit A to the Notice of Covenants attached as Exhibit 3 to this Agreement shall be included in or attached to the deed, lease, or other conveyance document. The Owner agrees that such Covenants shall be binding on all subsequent owners. If, for any reason, the Owner fails to either abide by the Covenants or include the Covenants in a subsequent sale, lease, or other conveyance of all or any part of the Property, then the indemnification provisions of this Agreement shall be void and of no further force and effect.

7. NOTICE. BSB shall provide Owner with written notice seven (7) days prior to first commencing the BRES Work on the Property.
8. DELIVERY OF NOTICE. All notices by or pertaining to this Agreement shall be in writing and shall be sent to Owner and BSB at the respective addresses below. Either Owner or BSB may designate a different address for receipt of notice by providing written notice of such change to the other. All final notices pertaining to this Agreement shall be sent by certified mail, return receipt requested to:

BSB: Butte Silver Bow Superfund Division;
 Attn: Julia Crain_____
 Butte-Silver Bow County
 155 West Granite Room 112_____
 _____, Butte, Montana 59701

OWNER: _____

9. RESTORATION OF PROPERTY. Upon completion of the BRES Work, BSB will, with the exception of the necessary BRES Work, return the Property to the condition it was in at the time BSB first entered the Property under this Agreement to the extent practicable, provided that such restoration is not inconsistent with the BRES Work.

10. MISCELLANEOUS

- a. Effect of Agreement. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed as a waiver of any right, claim, or defense by any party to this Agreement against the other or against any other person or entity under CERCLA or any other law, or as creating any right or benefit in favor of any person or entity. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and BSB and their respective assigns and successors in interest.
- b. Negation of Agency Relationship. The Agreement shall not be construed to create, either expressly or by implication the relationship of agency or partnership between Owner and BSB. Neither Owner nor BSB is authorized to act on behalf of the other

in any manner related to the subject matter of this Agreement, and neither shall be liable for acts, errors, or omissions of the other entered into, committed, or performed with respect to or in the performance of this Agreement.

- c. Termination. This Agreement will terminate following BSB's written notification to Owner that the BRES Work is complete.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana and will be in the State of Montana.
- e. Construction. Whenever possible, each provision hereof will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or such invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.
- f. Entire Agreement. This Agreement embodies the entire agreement of Owner and BSB with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified, except by written agreement signed and duly authorized by Owner and BSB.

IN WITNESS WHEREOF, Owner and BSB have executed this Agreement effective as of the first date written above.

OWNER:

Date_____

Title: Owner

BUTTE-SILVER BOW:

Date_____

Title: Superfund Representative

EXHIBIT 1 TO BRES ACCESS AGREEMENT

DESCRIPTION OF PROPERTY

That certain real property as more fully described in the attached deed dated

_____.

Recorded at Roll _____, Card _____ in the records of Silver Bow County, Montana.

EXHIBIT 2 TO BRES ACCESS AGREEMENT

BRES SITE WORK PLAN

**EXHIBIT 3 TO BRES ACCESS AGREEMENT
NOTICE OF COVENANTS**

The following property owner(s) hereby agree to have the "Covenants" attached and denoted as Exhibit 'A' imposed upon their property and to run with the land.

Legal description: _____,
Assessor Code: _____.

IN WITNESS WHEREOF, _____ has
executed this notice at Butte, Montana on the ____ day of _____.

NAME OF PROPERTY OWNER (S)

=====

STATE OF MONTANA)
 : ss
County of Butte-Silver Bow)

On this ____ day of _____, 20____, before me,
_____, a Notary Public for the State of Montana,
Notary
personally appeared _____, and is personally known to me or
Property Owner (s)
thru government-issued identification, the person(s) described in and whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal the day and year in this certificate above written.

SEAL

SIGNATURE OF NOTARY PUBLIC

PRINT NAME OF NOTARY PUBLIC

FOR THE STATE OF _____

RESIDING AT _____

MY COMMISSION EXPIRES _____

EXHIBIT A TO NOTICE OF COVENANTS

COVENANTS

- A. CREATION OF CONVENANTS. The following covenants shall burden the Property and are intended to be covenants of the Property Owner and the Property Owner's successors in interest, assigns, and transferees:
1. Future Development. The Property Owner shall secure written approval and requisite permits from BSB prior to allowing or conducting any development of any kind on the Property including, without limitation, ground water well drilling or any action that will alter, disturb or otherwise interfere with the remedial work that has been performed on the Property, which is more particularly described in the BRES Site Work Plan attached as Exhibit B hereto (the "Remedial Work").
 2. Maintenance. In order to protect and preserve the Remedial Work performed on the Property, the Property Owner will keep the Property in good repair, normal wear and tear expected, and will notify BSB of any problems that may arise with the remedial Work.
 3. Sale, Lease, or Other Conveyance. The Property Owner will disclose the nature of the Remedial Work performed on the Property and the terms of these Covenants to any future purchaser, lessee or other occupant of the Property. If the Property Owner sells, leases, or otherwise conveys any portion of his/her right, title or interest in any portion of the Property, the Covenants set forth herein shall be included in or attached to the deed, lease or other conveyance documents. The Property Owner shall also notify BSB of any sale, lease, or other conveyance of the Property.
 3. Obligation to Comply with Residential Access Agreement. The terms and conditions of that certain BRES Access Agreement dated _____ shall be binding upon the Property Owners, successors, and assigns and all future purchasers, lessees, or other occupants of the Property. A copy of the BRES Access Agreement may be obtained from BSB upon request.
- B. BENEFITED PROPERTIES - BENEFITS. The Benefited Properties shall include all properties adjacent to or contiguous with the Property. The benefits from the Covenants include: (i) the reduction or minimization of potential risk associated with environmental conditions on, or, under, near, or associated with the Property, and (ii) the maintenance, use, and potential development of the Property in such a manner to allow economic benefits to accrue to the Benefited Properties.
- C. ENFORCEMENT RIGHTS - COVENANTS. BSB, EPA, MDEQ, Atlantic Richfield Company and each of the Owners (as the same may appear from time to time) of the Benefited Properties shall have the right, but not the obligation, to enforce the Covenants.

Each Covenant shall be enforceable, in perpetuity, to the fullest extent permitted by Montana law. All remedies available, at law, or in equity, shall be available for the enforcement of the Covenants. The selection of remedies shall be within the sole discretion of the party entitled to enforce the Covenants. The prevailing party in any action to enforce the Covenants shall be entitled to reasonable attorney's fees and costs incurred in such action.

EXHIBIT B TO NOTICE OF COVENANTS

BRES SITE WORK PLAN

Appendix H.4 Agency Enforcement Letters

BRES Access and Maintenance

BRES Access and Inspection

RMAP Residential Access



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8, MONTANA OFFICE**

FEDERAL BUILDING, 10 West 15TH Street, Suite 3200
Helena, MT 59626-0096
Phone 866-457-2690
www.epa.gov/region8

Ref: 8 ORC-LEP/MO

DRAFT

9/16/2019 EPA

DATE

URGENT: FINAL OPPORTUNITY. PLEASE READ AND RESPOND.

Ref: 8EPR-SR

NAME

ADDRESS

CITY, STATE, ZIP

Re: PROPERTY LEGAL DESCRIPTION: _____

Dear Property Owner:

The U.S. Environmental Protection Agency (EPA) has been informed by Butte Silver Bow County that a mine waste cap and/or Superfund storm water structure on your property is in need of repair *or* is not being used appropriately by you. The cap/structure was implemented pursuant to the federal Superfund law known as the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Under CERCLA, mine waste caps/structures are required to be maintained periodically *or* must not be used for grazing *etc.* to ensure that the caps are stable, vegetation is adequate to allow for cap stability, and structures are maintained.

You were previously contacted by (Butte Silver Bow County) *or* (the Atlantic Richfield Company) for such repairs *or* regarding such land use issues in letters dated _____. An affirmative reply to those requests has not been received.

This is your final opportunity to provide voluntary access for repair and/or to commit you will refrain from the any inappropriate land use so that the cap stability can be maintained as required by CERCLA. If you do not provide an affirmative response regarding your property by _____, you may be directly responsible for any future cleanup, restoration or maintenance of the cap.

The cap/structure repair *or* land use restriction will protect human health and meet objectives of the final remedy as defined in the EPA's Butte Priority Soils Record of Decision as amended. If the EPA is unable to obtain the needed repairs *or* confirm appropriate land use for the cap, a copy of this letter will be recorded by EPA or the State of Montana in the chain of title for your property in the Butte-Silver Bow County real property records to inform future potential owners of your property that remediation of existing mine waste on the property has not been appropriately maintained as required by CERCLA.

To respond affirmatively to this notice, please call an EPA representative at _____ or return the enclosed form in the postage-paid return envelope **to the EPA by _____.**

After the inspection is complete, you will receive a letter from the Butte Silver Bow County documenting the result of the inspection. Thank you for considering this opportunity. Please contact the Nikia Greene at 406 457-5019 if you have any questions or concerns.

Sincerely,

Site Attorney, BPSOU

Enclosures: Access form and return envelope



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8, MONTANA OFFICE**

FEDERAL BUILDING, 10 West 15TH Street, Suite 3200
Helena, MT 59626-0096
Phone 866-457-2690
www.epa.gov/region8

Ref: 8 ORC-LEP/MO

DRAFT

9/16/2019 EPA

DATE

URGENT: FINAL OPPORTUNITY. PLEASE READ AND RESPOND.

Ref: 8EPR-SR

NAME

ADDRESS

CITY, STATE, ZIP

Re: PROPERTY LEGAL DESCRIPTION: _____

Dear Property Owner:

The U.S. Environmental Protection Agency (EPA) requests access to your property to enable the inspection *or* repair of a previously placed mine waste cap on your property. The mine waste cap was placed on your property pursuant to the federal Superfund law known as the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Under CERCLA law, mine waste caps are required to be inspected periodically to ensure that the caps are stable and vegetation is adequate to allow for cap stability.

You were previously contacted by (Butte Silver Bow County) *or* (the Atlantic Richfield Company) for such access in letters dated _____. An affirmative reply to those requests has not been received.

This is your final opportunity to provide voluntary access so that the cap inspection *or* repair can occur as required by CERCLA. If you do not provide access to your property by _____, you may be responsible for any future cleanup or maintenance of the cap.

The cap inspection will protect human health and meet objectives of the final remedy as defined in the EPA's Butte Priority Soils Record of Decision as amended. If the EPA is unable to complete the investigation of your property *or* the repair of the mine waste cap on your property, a copy of this letter will be recorded by EPA or the State of Montana in the chain of title for your property in the Butte-Silver Bow County real property records the status of your property will be recorded and maintained by Butte Silver Bow County and the State of Montana to inform future potential owners of your property that existing mine waste on the property has not been appropriately remediated from existing mine waste on your property.

To grant access for investigation of your property, please call an EPA representative at _____ or return the enclosed access form in the postage-paid return envelope **to the EPA by _____.** **We will attempt to schedule the cap inspection *or* repair at a time that is convenient for you; however, it must be scheduled by _____.**

After the inspection is complete, you will receive a letter from the Butte Silver Bow County documenting the result of the inspection. Thank you for considering this opportunity. Please contact the Nikia Greene at 406 457-5019 if you have any questions or concerns.

Sincerely,

Site Attorney, BPSOU

Enclosures: Access form and return envelope



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8, MONTANA OFFICE**

FEDERAL BUILDING, 10 West 15TH Street, Suite 3200
Helena, MT 59626-0096
Phone 866-457-2690
www.epa.gov/region8

Ref: 8 ORC-LEP/MO

DRAFT

9/16/2019 EPA

DATE

URGENT: FINAL OPPORTUNITY. PLEASE READ AND RESPOND.

Ref: 8EPR-SR

NAME

ADDRESS

CITY, STATE, ZIP

Re: PROPERTY LEGAL DESCRIPTION: _____

Dear Property Owner:

The U.S. Environmental Protection Agency (EPA) requests access to your property for environmental assessment, including the collection and analysis of samples of exterior yard soils, interior living space dust and attic dust if exposure pathways are identified. These activities are components of the Multi-Pathway Residential Metals Abatement Program (RMAP) which is designed to mitigate potentially harmful residential exposures to sources of lead, arsenic and mercury contamination. The RMAP is being implemented pursuant to EPA's authority under the federal Superfund law known as the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

You were previously contacted by (Butte Silver Bow County) *or* (the Atlantic Richfield Company) for such access in letters dated _____. An affirmative reply to those requests has not been received.

This is your final opportunity to provide voluntary access to your residential property so that the environmental assessment and abatement activities, if required, can occur as required by CERCLA. If you do not provide access to your property by _____, you may be responsible for any future assessment and cleanup of your property.

Assessment and abatement actions, if indicated by the sampling results collected during the initial assessment, will protect human health and meet objectives of the final remedy as defined in the EPA's Butte Priority Soils Record of Decision, as amended. If the EPA is unable to complete the investigation of your property, a copy of this letter will be recorded by be advised that EPA or the State of Montana have authority to and will consider recording a copy of this letter in the chain of title for your property in the Butte-Silver Bow County real property records. The purpose of such recording is to inform future potential owners of your property that your existing mine waste on the property has not been assessed and appropriately remediated, as indicated by the results of sampling conducted in the course of the RMAP assessment.

To grant access for assessment of your property, please call an EPA representative at _____ or return the enclosed access form in the postage-paid return envelope **to the EPA by _____ . We will attempt to schedule the RMAP inspection and future abatement activities, if required based upon the results of the initial environmental assessment activities, at a time that is convenient for you; however, the assessment and sampling of your property must be scheduled by _____ .**

After the inspection and assessment of your property is complete, including the receipt of any sampling results, you will receive a letter from the Butte Silver Bow County documenting the results of the environmental assessment inspection. Thank you for considering this opportunity. Please contact the Nikia Greene at 406 457-5019 if you have any questions or concerns.

Sincerely,

Site Attorney, BPSOU

Enclosures: Access form and return envelope