

JUL 24 2009

DEPT. OF ENVIRONMENTAL QUALITY

MEMORANDUM OF AGREEMENT FOR SITE ACCESS AND SOIL PLACEMENT

1. This Memorandum of Agreement For Site Access and Soil Placement (Agreement) is entered into by the Idaho Department of Environmental Quality (IDEQ) and Shoshone County, for the purpose of authorizing entry upon and access to the property described herein and for the purpose of placement of soils and fill materials associated with the Shoshone County Airport Expansion Project.
2. **Statement of Intent.** This Agreement is entered for the mutual purposes of facilitating the expansion of the Shoshone County Airport and the improvement of certain adjacent property owned by the IDEQ by bringing such property to grade conexistent with the airport property owned by Shoshone County so that the IDEQ property is available for future development by IDEQ.
2. **Description of Property to be Accessed.** The Agreement concerns a portion of certain real property located in Shoshone County, Idaho, and more particularly described as T49N R 32E Parcel 344900 (Property). Attached as Exhibit A is a diagram depicting the approximate areas subject to this Agreement.
3. **Authorization for entry.** In consideration of the mutual promises and covenants contained herein, the undersigned agrees to the terms of access regarding Shoshone County's entry onto the Property during the following purposes and subject to the following conditions:
 - A. **PURPOSE:** Shoshone County, its employees, agents and contractors are hereby authorized to enter upon the Property as reasonably necessary for the purpose of placement of soils and fill materials in the areas depicted in the attached Exhibit A.
 - B. **CONDITIONS:** Shoshone County shall have authorization to place soils and fill materials on the Property subject to the following conditions:
 1. Shoshone County shall at all times comply with the Institutional Controls Program of the Panhandle Health District.
 2. Shoshone County shall be responsible for obtaining any and all necessary permits or authorizations for the placement of soils and fill materials.
 3. Shoshone County shall be solely responsible for compliance with all Federal, State and Local laws, rules and ordinances related to the placement of soils and fill materials.
 4. Shoshone County shall assure that all soils and fill materials are placed in a manner that brings the state property to grade equal to adjacent airport poperties thereby making it more useable.
 5. Shoshone County shall assure that all soils and fill materials will be compatible with use for future development and shall be free from incompatible materials including but not limited to hazardous waste, trash and vegetative matter.

4. **Acceptance of placed soils:** IDEQ agrees to accept placement of any and all soils and fill material on the Property and Shoshone County shall relinquish any claim to such materials placed on the Property.
5. **Ownership of property.** This Agreement does not convey to Shoshone County any interest in the Property. All right, title and interest in and to the Property shall remain with IDEQ.
6. **Interference with IDEQ activities.** IDEQ, its employees, agents, contractors and invitees shall have full right and privilege to access and use the Property for any and all lawful purposes during the time period covered by this Agreement specified in paragraph 3, provided that such use shall not unreasonably interfere with the activities of Shoshone County.
7. **Interference with property use.** Except as reasonably necessary for carrying out the activities specified in paragraph 3, Shoshone County its agents, employees and contractors will not unreasonably interfere with the IDEQ's use and enjoyment of the Property including the conduct of any lawful business thereon.
9. **Indemnification.** Shoshone County shall indemnify, defend and hold harmless, the State of Idaho and DEQ, its employees, agents and contractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, caused by or arising out of the Shoshone County's performance of any act, failure to act or omission or the creation of any condition on the Property which leads to such claim or loss, including but not limited to any claims, losses costs or expenses associated with removal of or remediation of soils or fill materials placed on the Property pursuant to this Agreement.
9. **Warranty of Ownership or Authorization.** IDEQ hereby warrants that it is the legal and/or equitable owners of the Property for purposes of executing this Agreement and granting Shoshone County its agents and employees the right of access or entry and has full power to execute this document and authorize access to the Property including any necessary corporate or partnership authorization.
10. **Effective Date and Duration.** This Agreement shall be effective when all parties have executed this Agreement. This Agreement shall remain in effect until the actions specified in paragraph 3 are complete or if said actions are of a continuing nature, until this Agreement is terminated in writing by mutual agreement of the Parties hereto.
11. **Binding Effect.** This Agreement shall bind the Parties and each of their successors and assigns.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein. No agreements, representations, oral statements, understandings or course of conduct that are not

expressly set forth in this Agreement shall be implied or be binding upon the Parties unless made in writing signed by the Parties hereto.

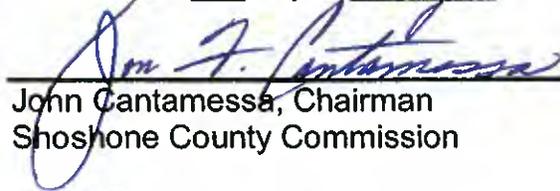
13. **Modification.** This Agreement may be amended or modified only by a writing signed by the Parties hereto and may not be modified or amended by any oral statement, communication or agreement or by any course of conduct.

DATED this 27 day of July, 2009.

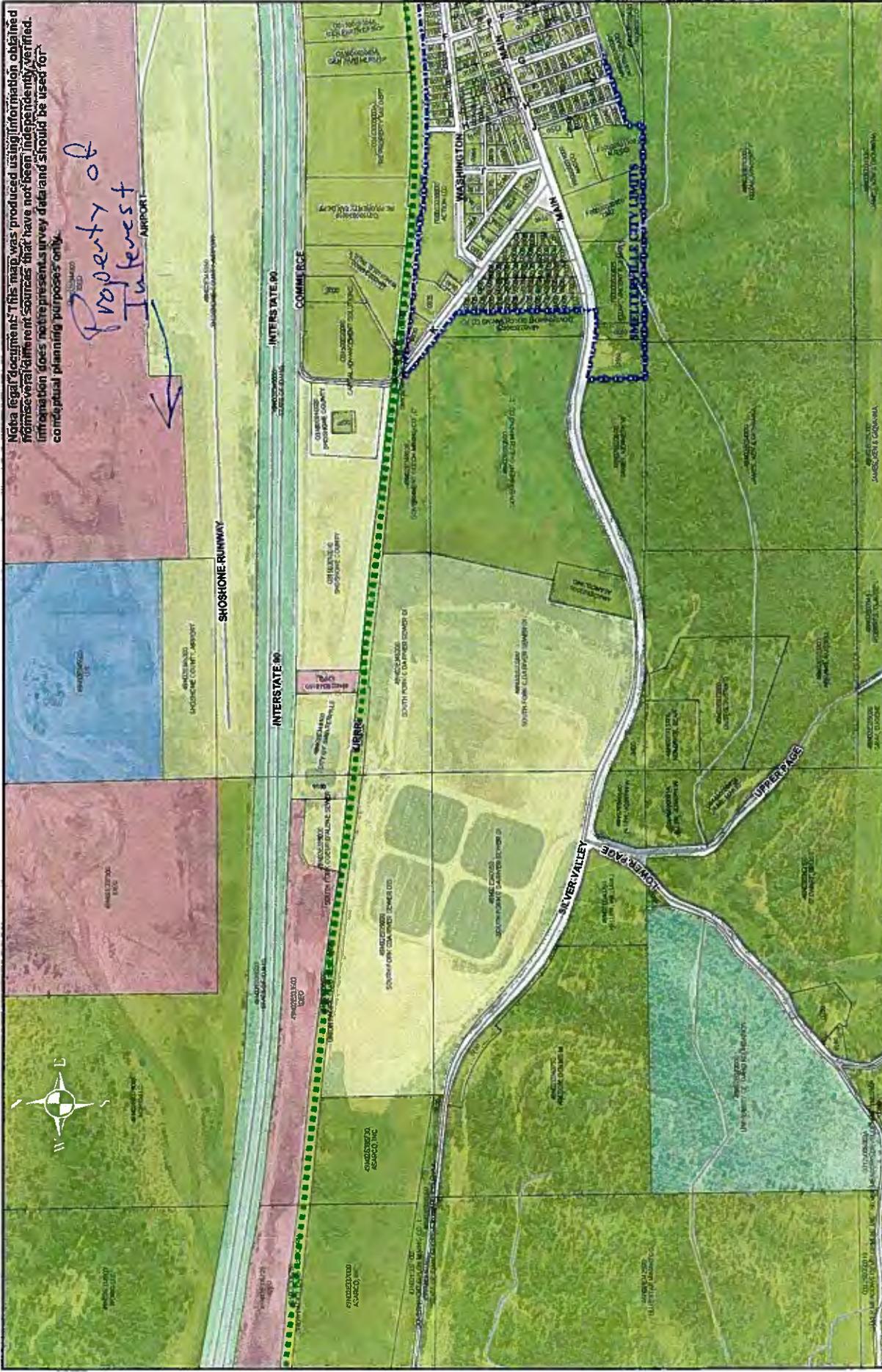


Deputy Director, IDEQ

DATED this 21st day of July, 2009.



John Cantamessa, Chairman
Shoshone County Commission



Nota legal document: This map was produced using information obtained from several different sources that have not been independently verified. Information does not represent survey data and should be used for conceptual planning purposes only.

Property of Interest

		Box OU2 Region Parcels and Ownership Classifications (Page 6) OWNERSHIP STATUS AS OF MARCH 2007 PARCEL BOUNDARIES CURRENT AS OF JUNE 2007
		PROJECT NAME Box ICP Database
FILE 01_Senior_OU2_6	REVISION S Spangler	PROJECT NUMBER 2005-2155
DATE June 28, 2007	PROJECT MANAGER S Spangler	CADDISTAN B Baker