

Recording Requested By and  
When Recorded Return to:

486314

---

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 Gary M. and Heather J. Garitone (hereinafter "Grantors"), 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.

**Property.** This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as Parcel # A010000K0040 (hereafter referred to as "the Property"). The legal description of the affected portion of the property is described in the attached Exhibit "A". Grantors hereby represents and warrants to the other signatories to this instrument that they are the sole owners of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

**Reason for Activity and Use Limitations.** 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 the Successor Coeur d'Alene Custodial and Work Trust ("CDA Trust") require access to implement remedy protection measures on the Property which are intended to protect implemented remedies on the Property or other parcels of property in the vicinity, and the EPA, Department, and Holder require access for continued maintenance and repair of the work. This instrument ensures EPA, the Trust, the Department, and the Holder necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that will be 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, Grantors 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 EPA, CDA Trust and Department, their respective contractors and third parties authorized by them for the purpose of performing the remedy protection work from May 1, 2016 to December 31, 2017, 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, Grantors, 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.

**Grantors Use of the Property.** Except as provided herein, Grantors 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, CDA Trust's or the Holder's rights herein granted.

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

**Recording/Filing.** This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Grantors 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).

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

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

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

**Signature and Acknowledgments**

Gary M. Garitone Heather J. Garitone

Grantor/ Property Owner

Grantor/ Property Owner

By: Gary M. Garitone

By: Heather J. Garitone

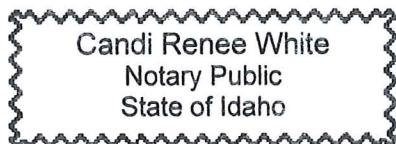
Owner

Owner

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 5<sup>th</sup> day of April, 2016, before me, a Notary Public in and for said State, personally appeared, Gary M. and Heather J. Garitone, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



Candi Renee White  
Notary Public for the State of Idaho  
Residing at: Wallace, ID  
My Commission Expires: 06/22/2021

Dated, 4/5, 2016.

1186314



Holder

By: Don Kotschevar

Mayor, City of Mullan


STATE OF IDAHO )

COUNTY OF Shoshone ) ss.

On this 7 day of April, 2016, before me, a Notary Public in and for said State, personally appeared, Don Kotschevar, known or identified to me to be the Mayor of the City of Mullan and the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



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

Dated, April 7, 2016.

486314

Mill Creek

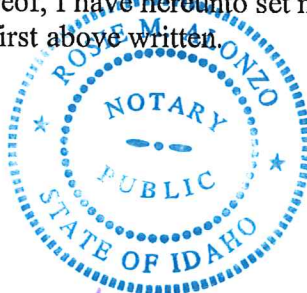
March 2016

John H. Tippetts  
IDEQ  
By: John Tippetts, Director

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Ada )

On this 1 day of June, 2016, 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, June 1, 2016

486314

Mill Creek

March 2016

Cami Grandinetti

EPA

By: Cami Grandinetti, Manager Remedial Cleanup Program, Office of Environmental Cleanup

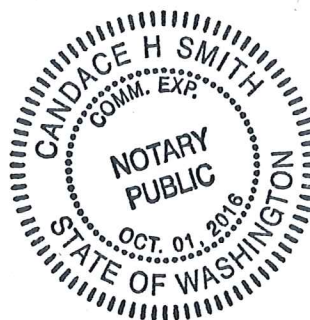
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 9th day of June, 2016, before me, a Notary Public in and for said State, personally appeared, Cami Grandinetti, known or identified to me to be the Manager of Remedial 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.

Candace H Smith  
Notary Public for the State of  
Washington Residing at:  
Seattle, Washington  
My Commission Expires: 10-1-16

Dated, June 9, 2016.







**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FOR**  
**An Environmental Covenant and Access Agreement for Construction and**  
**Maintenance Purposes**

All that real property being a portion of Government Lot 8 in the Northeast Quarter (NE¼) of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, Idaho, in the City of Mullan, described as follows:

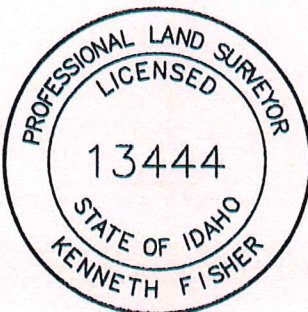
Beginning at Corner No. 6 of the Original Townsite of Mullan;

1. thence along the South line of said Original Townsite of Mullan, North 76°34'03" East, 40.58 feet;
2. thence leaving said South line, South 15°37'19" West, 13.04 feet;
3. thence South 27°23'08" West, 39.32 feet;
4. thence South 25°56'32" West, 10.89 feet;
5. thence South 77°38'25" East, 3.35 feet;
6. thence South 12°21'35" West, 20.51 feet;
7. thence North 77°38'25" West, 1.60 feet;
8. thence South 21°02'41" West, 40.58 feet to the northerly line of "Parcel 0050", as shown on that Record-of-Survey map on file with the Shoshone County Recorder as Instrument No. 462949;
9. thence along said northerly line, South 72°42'32" West, 2.58 feet to the West line of that parcel of land described in that deed recorded as Instrument No. 483250;
10. thence along said West line, North 03°32'18" East, 107.10 feet to the **Point of Beginning**.

Contains 2,138 square feet (0.049 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(Epoch: 2010.00); distances shown are ground.

(Affects Tax Lot A010000K0040)





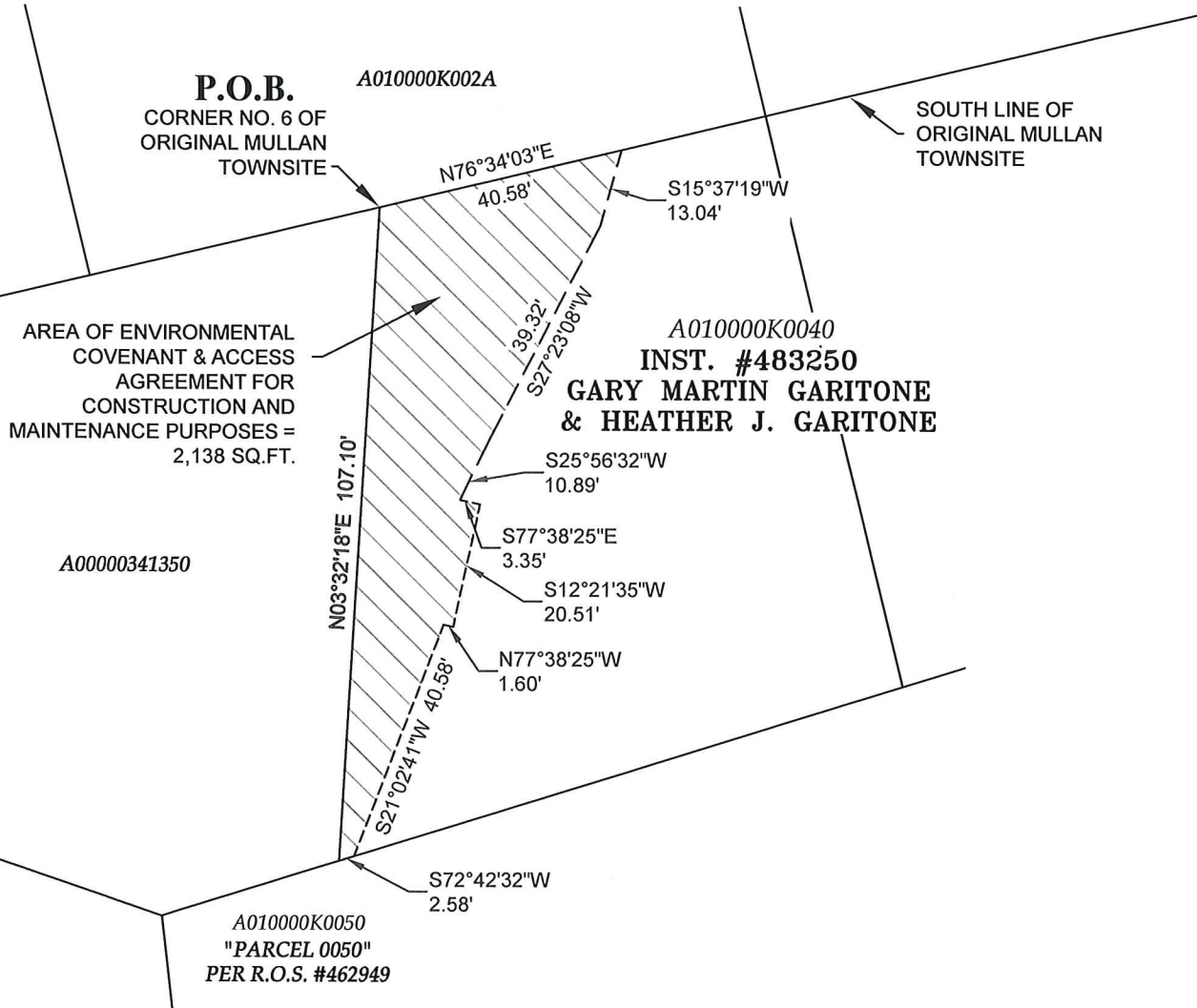
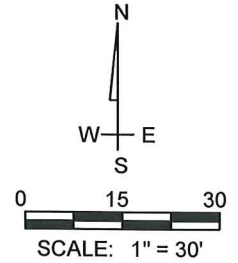
Kenneth Fisher, P.L.S.



Date

486314

BEING A PORTION OF GOV'T. LOT 8  
IN THE NE ¼ OF SECTION 34,  
T.48N., R.5E., B.M.  
MULLAN  
SHOSHONE CO.  
IDAHO



**NOTES**

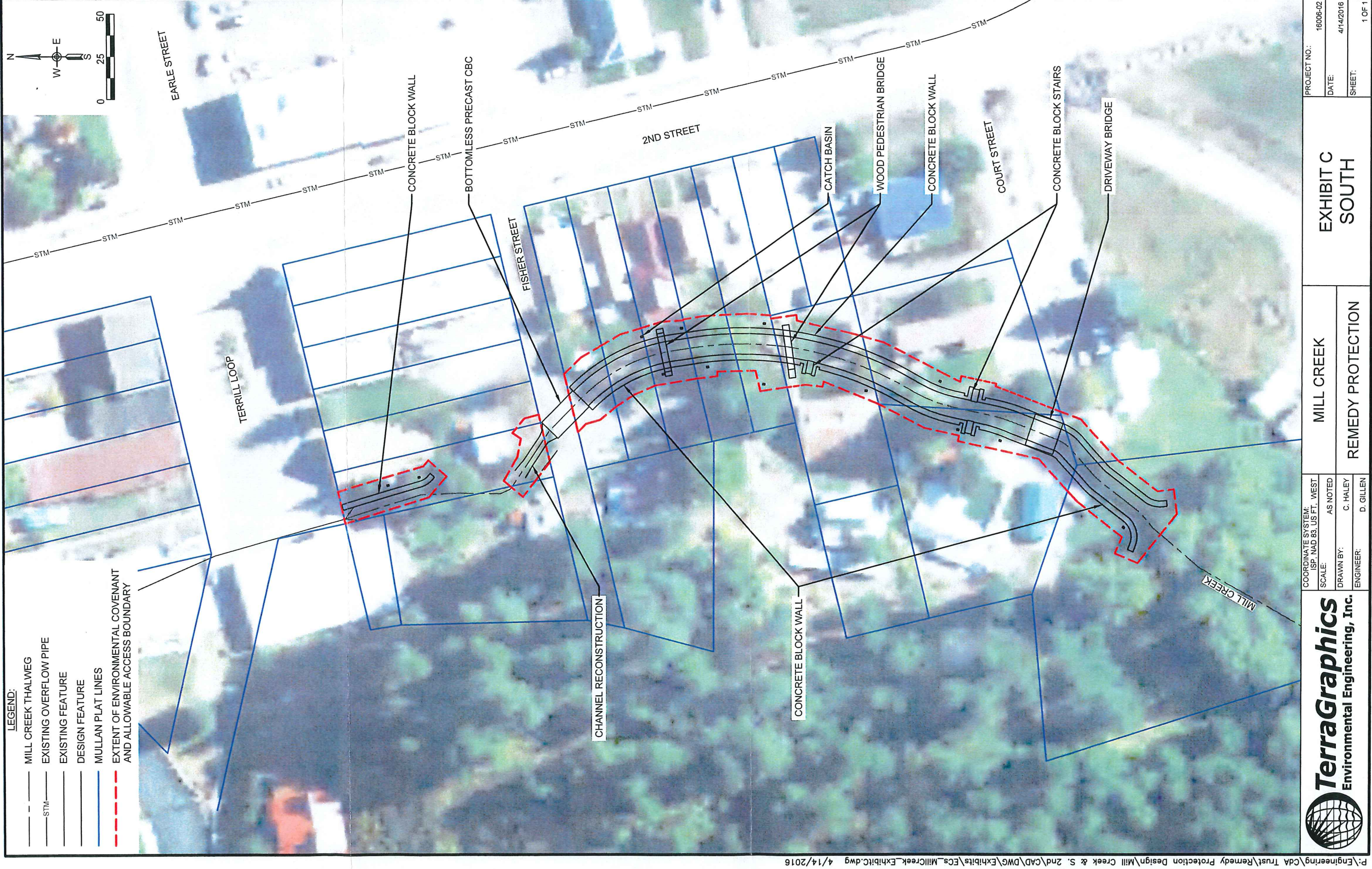
THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF MILL CREEK FOR REMEDY PROTECTION PURPOSES. THE PROPERTY CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH2010); DISTANCES SHOWN ARE GROUND.



DRAWN BY: KF  
PROJECT NO: 16006-02-02  
DATE: 2/29/2016

EXHIBIT B  
ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR  
CONSTRUCTION AND MAINTENANCE PURPOSES






P:\Engineering\Cda Trust\Remedy Protection Design\Mill Creek & S. 2nd\CAD\DWG\Exhibits\ECs\_MillCreek\_ExhibitC.dwg 4/14/2016



486314

Instrument # 486314  
WALLACE, SHOSHONE COUNTY, IDAHO  
8-29-2016 02:43:00 PM No. of Pages: 9  
Recorded for : TERRAGRAPHICS  
PEGGY DELANGE-WHITE  
Ex-Officio Recorder Deputy  Fee: 34.00  
Index to: ENVIRONMENTAL COVENANT

2016 AUG 29 PM 2 43