

Instrument # 854577

NEZ PERCE COUNTY

1-4-2018 12:39:44 PM No. of Pages: 23

Recorded for : PACIFIC STEEL & RECYCLING \*

PATTY WEEKS

Fee: 76.00

Ex-Officio Recorder Deputy

*Cindy A. Ocampo*

Index to: COVENANTS

Recording Requested By and  
When Recorded Return to:

\* **PACIFIC STEEL & RECYCLING**  
**P O BOX 1549**  
**GREAT FALLS, MT 59405**

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

### **ENVIRONMENTAL COVENANT**

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the **GRANTOR**, Pacific Hide & Fur Depot, Inc., ("Pacific"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Pacific, as the current property owner, grants this Environmental Covenant to all signatories to this instrument. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Pacific is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code §55-3008, Pacific Hide & Fur Depot Inc. as the holder is also the **GRANTEE**.

Property. This Environmental Covenant concerns real property 1533 & 1535 Main Street, Parcel Numbers RPL16800000200 and RPL16800000210, County of Nez Perce, State of Idaho, legally described in the attached Exhibit A.

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

Reason for Activity and Use Limitations. The Property described above was previously used to operate a recycling business, becoming contaminated with metals, primarily lead, polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs). On January 13, 2015, Pacific entered into a Consent Order with the Department to remediate the Property. Pacific implemented a remedial action plan ("RAP") on the Property. This Environmental Covenant is required because after the implementation of the RAP elevated residual concentrations of lead remains in subsurface soil on a portion of the Property depicted on Exhibit B as "Subsurface Soil High Lead Content Area". In addition, the metals arsenic, barium, cadmium, chromium, lead, and selenium were detected in ground water underlying the entire Property. These concentrations are above allowable risk-based concentration as determined by

the Department therefore future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the administrative record for the Pacific Hide & Fur Depot, Inc. site, TRIM Record No. 2011BAZ4969, for the property described above can be found at the Idaho Department of Environmental Quality, Lewiston Regional Office, 1118 "F" Street, Lewiston, Idaho, 83501.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Pacific, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. There shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Groundwater may be extracted as part of an environmental investigation or remediation project.
2. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.
3. There shall be no excavation of soil on the portion of the Property as labeled as "Subsurface Soil High Lead Content Area" on Exhibit B, unless the Department is notified in advance and all requirements by the Department are met prior to, during, and after any excavation in that area.

Breach and Cure of Activity and Use Limitations Pacific, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, Pacific or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by Pacific or any successors in interest, and the Department.

Amendment by Consent. The 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 and Termination. 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. Pacific, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

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 of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by Pacific, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, Pacific, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded 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 Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by Pacific, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. Pacific, or any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Pacific or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Pacific, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that Pacific, or its successor in interest, correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the Pacific or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

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.



Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Pacific or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER: Pacific Hide & Fur Depot, Inc.  
Attn: Kirby Farner  
5 River Drive South  
Great Falls, Montana 59403

THE DEPARTMENT:  
Idaho Department of Environmental Quality  
**ATTN:** State Response Program Manager  
1410 N. Hilton  
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the 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 Pacific or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Pacific 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.

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  
Accepted:

Idaho Department of Environmental Quality

Signature: *John H. Tippetts*

Printed Name: John H. Tippetts

Title: Director, Idaho Department of Environmental Quality

Date: 12/13/17

State of Idaho )

) ss.

County of Ada )

On this 13 day of December, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality 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 Idaho: *Rosie M. Alonzo*  
Residing at: *Dampa, Idaho*  
Commission Expires: *11/21/2020*

## Signature and Acknowledgments

Accepted:

Property Owner:

Signature: K. F.Printed Name: KIRBY FARNERTitle: 17 SET DIRECTORDate: 12/8/17

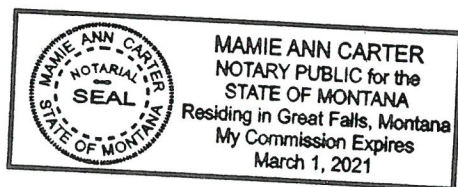
State of Montana)

) ss.

County of Cascade)

On this day personally appeared before me Mamie Ann Carter, in the official capacity as Kirby Farnes, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of the Pacific Hide & Fur Depot, Inc. as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 Montana: Mamie Ann CarterResiding at: Great Falls, MontanaCommission Expires: March 1, 2021



**Exhibit A**  
**Legal Description**

## PROPERTY PROFILE



1230 Idaho Street  
Lewiston, Idaho 83501  
Phone: (208) 746-3513 Fax: (208) 746-5812

Prepared On: May 28, 2014

Prepared For:

Ken Hobart

Owner's Name: Pacific Hide & Fur Depot

Property Address: 1533 and 1535 Main St

Legal Description: See attached Warranty Deeds

Tax Parcel No: RPL168000000200 and RPL168000000210

Total Tax Amount: \$4,978.00

\*Residential Characteristics\*  
Year Built: Bedrooms: Bathrooms:

Square Footage: 0 Assessed Value: \$249,926.00

Enclosed Are Copies Of:

- ☒ The Last Deed Appearing Of Record.
- ☐ Deeds Of Trust Or Mortgages Which Appear To Be In Effect.
- ☒ A Plat Map.
- ☐ Covenants & Restrictions.
- ☒ Other: Aerial Photo

Thank you for calling LAND TITLE OF NEZ PERCE COUNTY for your PROPERTY PROFILE needs. If you have questions or comments regarding this profile, please do not hesitate to call our office at (208) 746-3513.

This property profile is furnished as public service. It is not the result of a title search based on a complete examination of the public records. It is not intended to be should it be relied on as an accurate representation of the status of title. LAND TITLE OF NEZ PERCE COUNTY disclaims any and all liability as to the validity, sufficiency, and/or effect of the documents described in this profile.

## Nez Perce County Parcel Profile



854577

1230 Idaho St,  
Lewiston, ID 83501  
Phone: (208) 746-3513  
Fax: (208) 746-5812

ParcelID: RPL16800000200

### Owner Information

Owner: PACIFIC HIDE & FUR DEPOT  
ATTN: ACCOUNTANT 1631903  
P O Box 1549  
Great Falls MT 59403

### Parcel Information

Site Address: 1535 Main St  
Lewiston ID 83501

Twn/Range/Section: T: 36N R: 05W S: 31

Waterfront:

### Assessor Information

Legal Description: 731.3-931.04 LEWISTON: THOMPSONS FIELD N OF MAIN  
#247

Zoning: C4 - GENERAL COMMERCIAL

Tax Code Area: 0010000

Property Code: VC - Vacant Commercial Land

Deeds: ROS 632444

Map Number: 10-A

Total Assessed Value: \$130,226

Tax Year: 2013

Taxes: \$2,594

### Assessor Categories

Category	Quantity	Unit	Value	Exemption
21	0		\$130,226	\$0

### Improvement Characteristics



**Land Information**

Category: 21	Size: 33825	Size Type: SI	Value: 130226	Appraisal Date: 20090901
Neighborhood Type: U	Asphalt/Concrete: 9	Gravel/Dirt: 0	Sidewalk: 9	Curbs/Gutters: 9
Alley:	Topography: F	Waterfront: G	Electricity: 9	Gas: 9
Public Water: 9	Private Well: 0	Public Sewer: 9	Septic: 0	View:

**Other Improvements**

Use Code	Description	Year Built	Base	SqFt
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Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

## Nez Perce County Parcel Profile



1230 Idaho St.  
 Lewiston, ID 83501  
 Phone: (208) 746-3513  
 Fax: (208) 746-5812

ParcelID: RPL16800000210

**Owner Information**

Owner: PACIFIC HIDE & FUR DEPOT INC  
 ATTN: ACCOUNTANT 1631903  
 P O Box 1549  
 Great Falls MT 59403

**Parcel Information**

Site Address: 1533 Main St  
 Lewiston ID 83501

Twn/Range/Section: T: 36N R: 05W S: 31

Waterfront:

**Assessor Information**

Legal Description: 731.3-931.04 LEWISTON: THOMPSONS FIELD N OF MAIN  
 #6706

Zoning: C4 - GENERAL COMMERCIAL

Tax Code Area: 0010000

Property Code: VC - Vacant Commercial Land

Deeds: WD 746757, ROS 632444, WD 418007, WD 373048

Map Number: 10-A

Total Assessed Value: \$119,700

Tax Year: 2013

Taxes: \$2,384

**Assessor Categories**

Category	Quantity	Unit	Value	Exemption
21	0		\$119,700	\$0

**Improvement Characteristics**

**Land Information**

Category: 21	Size: 31091	Size Type: SI	Value: 119700	Appraisal Date: 20090901
Neighborhood Type: U	Asphalt/Concrete: 9	Gravel/Dirt: 0	Sidewalk: 9	Curbs/Gutters: 9
Alley:	Topography: F	Waterfront: G	Electricity: 9	Gas: 9
Public Water: 9	Private Well: 0	Public Sewer: 9	Septic: 0	View:

**Other Improvements**

Use Code	Description	Year Built	Base	SqFt
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Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



17495

854577

746757

WARRANTY DEED

THIS INDENTURE Made this 23 day of July, 2007, by and between **SALMON PRAIRIE CORPORATION**, a Montana Corporation, party of the first part, hereinafter referred to as "Grantor", and **PACIFIC HIDE & FUR DEPOT, INC.**, a Washington corporation, party of the second part, hereinafter referred to as "Grantee", who has stated its current address to be: 1401 3rd ST NW,  
PO BOX 1549, GREAT FALLS, MT 59403

WITNESSETH, That

The said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations, lawful money of the United States of America to it in hand paid by the said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, and to its heirs and assigns, all of the following described real property, situate in the County of Nez Perce, State of Idaho, to-wit:

That portion of Thompson's Field North of Main, City of Lewiston, described as follows:

Commencing on the North line of the Lewiston and Lapwai Road at a distance of 600 feet at right angles from the East line of the City of Lewiston as established by the survey of said City made during the year 1874, being Easterly from said City line; thence Northerly and parallel with the said East line of said City of Lewiston to the South bank of the Clearwater Slough; thence Westerly along the South bank of said Slough 112 feet at right angles from said City line; thence Southerly and parallel with the said East line of the City of Lewiston to the North line of said Road; thence Easterly along the said road to the PLACE OF BEGINNING, EXCEPTING THEREFROM all that portion of the above-described property North of the South line of the Spokane & Palouse Railway Co. right-of-way.

SUBJECT TO an encroachment of Railroad Spur as disclosed by record of survey recorded May 27, 1998, as Instrument No. 632444 records of Nez Perce County, Idaho.

SUBJECT TO taxes and assessments for the current year and thereafter, and easements and restrictions of use and of public record.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity of the said Grantor.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the said Grantee and to its heirs and assigns forever.

746757

The said Grantor WARRANTS to the Grantee that it is lawfully seized of the above-described real property in fee simple, that the same is free and clear of any and all encumbrances of every kind and description, except as herein specified, and that the Grantor has lawful right to convey the said property.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand the day and year hereinabove first written.

SALMON PRAIRIE CORPORATION, a Montana Corporation

By Shirlee J. Thiebes, President  
Shirlee J Thiebes, President

STATE OF Montana )  
County of Flathead ) ss.

On this 25<sup>th</sup> day of July, 2007, before me, the undersigned, a notary public in and for said state, personally appeared Shirlee Thiebes, known or identified to me to be the President of Salmon Prairie Corporation, a Montana Corporation, the company that executed the within instrument, and acknowledged to me that she executed the same for and on behalf of said corporation.

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

[Signature]  
Notary public in and for said State

Residing at: Kalispell, Montana

Commission expires: January 25, 2011



ALEANA SULLIVAN  
NOTARY PUBLIC-MONTANA  
Residing at Kalispell, Montana  
My Comm. Expires January 25, 2011

INST. NO. 746757  
FILED FOR RECORD **LAND TITLE**  
FEE 6.00 REC. BY [Signature]

2007 JUL 25 PM 3 18

PATTY O. WEEKS  
RECORDER, NEZ PERCE CO. ID.  
BY [Signature] DEPUTY

ADMINISTRATOR'S DEED

THIS INDENTURE, Made this 27th day of September, 1948, by and between E. G. WAGNER, the duly appointed, qualified and acting administrator of the Estate of Minnie E. Wagner, deceased, and E. G. WAGNER, individually and as the sole heir at law of Minnie E. Wagner, deceased, party of the first part, and PACIFIC HIDE & FUR DEPOT, INC., an Idaho corporation, both of Lewiston, Idaho,

WITNESSETH, that

AS,

WHERE/ pursuant to notice of sale duly and regularly published and posted as required by law, said E. G. Wagner, as administrator of the estate of Minnie E. Wagner, deceased, did sell, subject to confirmation by the Probate Court of Nez Perce County, Idaho, all of the right, title and interest of Minnie E. Wagner, and of her estate, in and to the hereinafter described real property for the sum of \$20,000.00 unto the said party of the second part, the said purchase price representing the appraised value of said property according to the inventory filed in said estate; and

WHEREAS, the said Probate Court upon the return of said sale and pursuant to notice of hearing said Return of Sale, given pursuant to the order of said Court and in accordance with law, did on September 27, 1948, make and enter its order confirming the said sale of said real property unto the party of the second part and did direct conveyance to be executed by said administrator, a certified copy of which Order of Confirmation was filed for record in the office of the County Recorder of Nez Perce County, Idaho, on September 28, 1948, and recorded therein in Book 12 of Orders Affecting Real Estate on page 637 thereof;

NOW, THEREFORE, the said E. G. Wagner, as administrator of the Estate of Minnie E. Wagner, deceased, and E. G. Wagner individually and as sole heir at law of Minnie E. Wagner, deceased, as party of the first part, pursuant to the order of confirmation of said sale, which order is hereby referred to and made a part of this deed by reference, and in consideration of the payment of the purchase price of \$20,000, receipt of which is hereby acknowledged by said administrator, does hereby grant and convey unto the party of the second part all of the right, title and interest and estate of Minnie E. Wagner, deceased, at the time of her death, and also all of the right, title and interest that said estate by operation of law, or otherwise, may have acquired, other than or in addition to that held by the deceased at the time of her death, in and to the following described real property situate in Lewiston, Nez Perce County, Idaho, to-wit:

Commencing on the North side of the Lewiston and Lapwai Road, or what is now known as "E" Street, 600 feet East of the Old City Line of Lewiston, as established by the official survey of the said City of Lewiston in the year 1871; thence Easterly along the North side of "E" Street or the Lapwai and Lewiston Road, 92 10/12 feet to the land owned by the Lewiston Mill and Lumber Company; thence North 7° and 45' East along said Mill Company's Land to the bank of the Clearwater River, being a distance of 528 feet; thence Westerly along the bank of said Clearwater River to a point 145 6/12 feet from the said Mill Company's Land, the said distance being on a line at right angles from said Western point herein described; thence 400 feet to the place of beginning, containing one and one-fifth acres more or less, EXCEPT Railroad right of way,

together with the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part.

IN WITNESS WHEREOF, the said party of the first part, as administrator of the estate of Minnie E. Wagner, deceased, and individually and as the sole heir at law of Minnie E. Wagner, deceased, has hereunto set his hand and seal the day and year hereinabove first written.

E. G. Wagner, Administrator of the Estate of (SEAL)  
Minnie E. Wagner, Deceased

E. G. Wagner, Individually and as the sole heir at (SEAL)  
law of Minnie E. Wagner, Deceased

STATE OF I D A H O )  
County of Nez Perce ) ss

On this 28 day of September, 1948, before me, a Notary Public, appeared E. G. Wagner, known to me to be the person whose name is subscribed to the within instrument as administrator of the Estate of Minnie E. Wagner, Deceased, and acknowledged to me that he executed the same as such administrator.

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 seal)

Ray E. Durham, Notary Public in and for the State of Idaho,  
residing at Lewiston, therein.



**BURLINGTON**

## Main Street

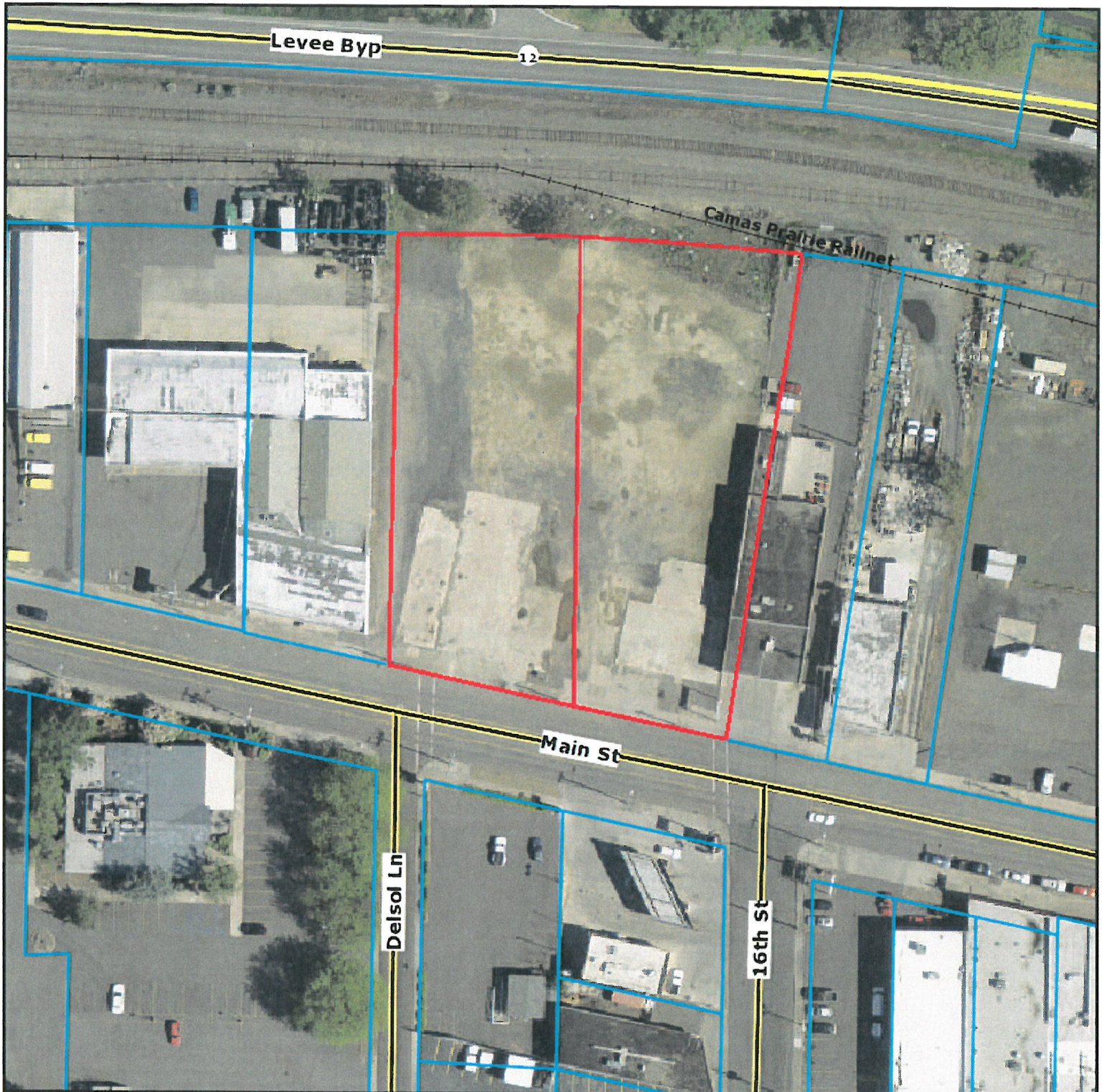
(1690)

00A

008

# TEST





**Land  
T Title**  
Of Nez Perce County

1230 Idaho St.  
Lewiston, ID 83501  
Phone: (208) 746-3513  
Fax: (208) 746-5812

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

**geoAdvantage**  
[www.digitshare.org](http://www.digitshare.org) 208.777.1252

**Exhibit B**  
**Subsurface Soil High Lead Content Area**

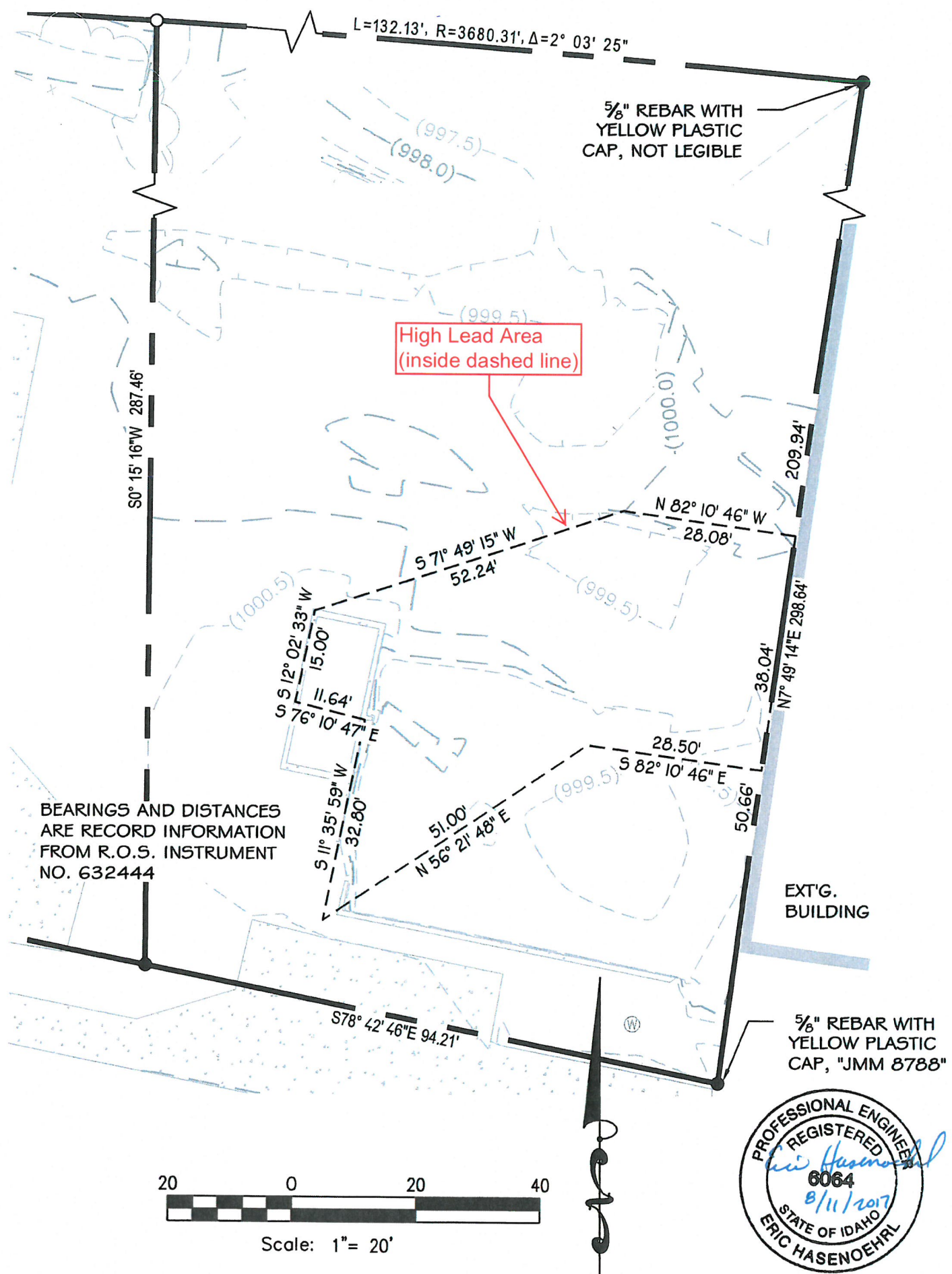


## RESTRICTED USE EASEMENT

A RESTRICTION OF USE EASEMENT located in Government Lot 8, Section 31, Township 36 North, Range 5 West, Boise Meridian, City of Lewiston, Idaho, and being more particularly described as follows:

BEGINNING at the Northeast corner of the Pacific Steel and Recycling parcel identified as Parcel No. 1600000210A on the Record of Survey recorded under Instrument No. 632444 of Nez Perce County records; Thence South  $07^{\circ}49'14''$  West, a distance of 209.94 feet to the TRUE POINT OF BEGINNING; Thence North  $82^{\circ}10'46''$  West, a distance of 28.08 feet; Thence South  $71^{\circ}49'15''$  West, a distance of 52.24 feet; Thence South  $12^{\circ}02'33''$  West, a distance of 15.00 feet; Thence South  $76^{\circ}10'47''$  East, a distance of 11.64 feet; Thence South  $11^{\circ}35'59''$  West, a distance of 32.80 feet; Thence North  $56^{\circ}21'48''$  East, a distance of 51.00 feet; Thence South  $82^{\circ}10'46''$  East, a distance of 28.50 feet; Thence North  $07^{\circ}49'14''$  East, a distance of 38.04 feet to the POINT OF BEGINNING.





BEARINGS AND DISTANCES  
ARE RECORD INFORMATION  
FROM R.O.S. INSTRUMENT  
NO. 632444



# Parcel Map Check Report

Date: 8/7/2017 4:20:31 PM

---

Parcel Name: ORIG TOPO - Property : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

**Client:**

**Prepared by:**

North: 7,472.5979'

East: 2,639.0872'

Segment# 1: Line

Course: S7° 49' 14"W

Length: 38.04'

North: 7,434.9117'

East: 2,633.9110'

Segment# 2: Line

Course: N82° 10' 46"W

Length: 28.50'

North: 7,438.7898'

East: 2,605.6761'

Segment# 3: Line

Course: S56° 21' 48"W

Length: 51.00'

North: 7,410.5396'

East: 2,563.2152'

Segment# 4: Line

Course: N11° 35' 59"E

Length: 32.80'

North: 7,442.6697'

East: 2,569.8104'

Segment# 5: Line

Course: N76° 10' 47"W

Length: 11.64'

North: 7,445.4502'

East: 2,558.5074'

Segment# 6: Line

Course: N12° 02' 33"E

Length: 15.00'

North: 7,460.1201'

East: 2,561.6369'

Segment# 7: Line

Course: N71° 49' 15"E

Length: 52.24'

North: 7,476.4185'

East: 2,611.2694'

Segment# 8: Line

Course: S82° 10' 46"E

North: 7,472.5976'

Length: 28.08'

East: 2,639.0882'

Perimeter: 257.29'

Error Closure: 0.0011

Error North : -0.00033

Area: 2,937.55Sq.Ft.

Course: S72° 29' 53"E

East: 0.00106

Precision 1: 233,909.09