

Recording Requested By and
When Recorded Return to:

495409

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 Cantamessa's Food Center, LLC. (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of Wallace ("Holder") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as parcel number B0100017001A (hereafter referred to as "the Property." The legal description of the affected portion of the property is described in the attached Exhibit "A". Grantor hereby represents and warrants to the other signatories to this instrument that he/she is the sole owner of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

Property Ownership. Grantor hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Grantor has the power and authority to enter into this Environmental Covenant.

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

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Grantor and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Department:

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

Grantor's Use of the Property. Except as provided herein, Grantor reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with the Department's, EPA's or the Holder's rights herein granted.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration, Amendment and/or Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Grantee by the Department in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

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

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

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

495409

June 2018

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

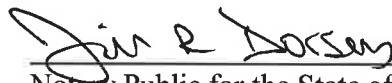


Grantor/ Property Owner
By: Joshua Edward Cantamessa

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

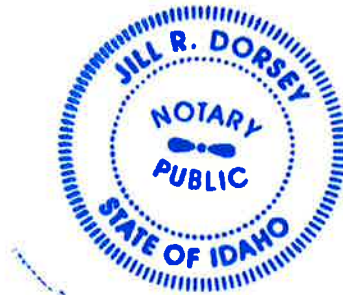
On this 24th day of July, 2018, before me, a Notary Public in and for said State, personally appeared, Joshua Edward Cantamessa, known or identified to me to be the president of Cantamessa's Food Center, LLC. whose name is subscribed to the within instrument, and acknowledged to me that he executed the 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.



Notary Public for the State of Idaho
Residing at: Kellogg, ID
My Commission Expires: 8/12/2021

Dated, July 24, 2018



495409

June 2018

Lynn Mogensen

Holder

By: Lynn Mogensen, City of Wallace Mayor

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 31 day of July, 2018, before me, a Notary Public in and for said State, personally appeared, Lynn Mogensen, known or identified to me to be the Mayor of the City of Wallace whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Kristina Larson
Notary Public for the State of Idaho
Residing at: Wallace, ID, ID
My Commission Expires: 8/4/23

Dated, July 31, 2018.



495409

June 2018

John A. Tippetts 8/17/2018
ID EQ
By: John Tippetts, Director

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 17 day of August, 2018, before me, a Notary Public in and for said State, personally appeared, John Tippetts, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

Dated, August 17, 2018



495409

June 2018

Sheryl Bilbrey

EPA

By: Sheryl Bilbrey, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 11 day of July, 2018, before me, a Notary Public in and for said State, personally appeared, Sheryl Bilbrey, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Tina Lyub

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

Dated, 11 July, 2018





Science & Engineering, Inc.

495409

EXHIBIT A

LEGAL DESCRIPTION
Storm Drainage Easement
Cantamessa's Food Center LLC

All that real property in the City of Wallace, lying within the Northeast 1/4 of Section 34, Township 48 North, Range 4 East, Boise Meridian, Shoshone County, Idaho, and being a portion of that certain Quitclaim Deed recorded as Instrument Number 494710 on 7/5/2018, and also being a portion of that certain Affidavit in Lieu of Administration recorded as Instrument Number 435159 on 12/22/2006, and also being a portion of that certain Letters Testamentary recorded as Instrument Number 443903 on 2/28/2008, and also being a portion of that certain Warranty Deed recorded as Instrument Number 143092 on 2/22/1949 in the Records of said county, and identified as Assessors Tax Parcel B0100017001A, described as follows:

ALL THAT PORTION of said Instrument Number 494710 lying within the following described easement:

COMMENCING at a 3" brass cap in a water valve case at the intersection of Cedar Street and 7th Street marked 1998 PLS 832, said point bearing South 21°14'16" East a distance of 173.72 feet from a 3.25" aluminum cap marked 1986 WC as a Witness corner to the Northeast Corner of said Section 34;

Thence South 36°14'00" East a distance of 587.72 feet, to a square metal bar below the pavement surface in a remnant metal casing in the centerline of Hotel Street;

Thence South 76° 16' 23" West a distance of 1012.26 feet, to a 1/2" rebar with a yellow plastic cap marked PLS 4458 at the southwest corner of Lot 4 in Block E of the City of Wallace as shown on the Record of Survey filed as Instrument Number 392195 on 1/6/2000;

Thence South 69° 41' 09" East a distance of 52.31 feet, to the **POINT OF BEGINNING** at the northwest corner of the herein described easement;

Thence South 81° 38' 49" East a distance of 36.00 feet;

Thence South 08° 21' 11" West a distance of 20.00 feet;

Thence South 13° 15' 08" West a distance of 35.13 feet;

Thence North 81° 38' 49" West a distance of 30.00 feet;

alta-se.com

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

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

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

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Thence North $03^{\circ} 27' 15''$ East a distance of 35.13 feet;

Thence North $08^{\circ} 21' 11''$ East a distance of 20.00 feet to the **POINT OF BEGINNING**;

Containing the following areas, more or less:

Net Area: 0.026 Acres (1118 SF),
within said Instrument Number 494710

Gross Area: 0.043 Acres (1875 SF), total easement as described

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System, West Zone, NAD83 (2011) with a convergence angle of $-0^{\circ}7'38''$ and a combined scale factor of 0.99980869. Distances shown are at ground.

End of Description.



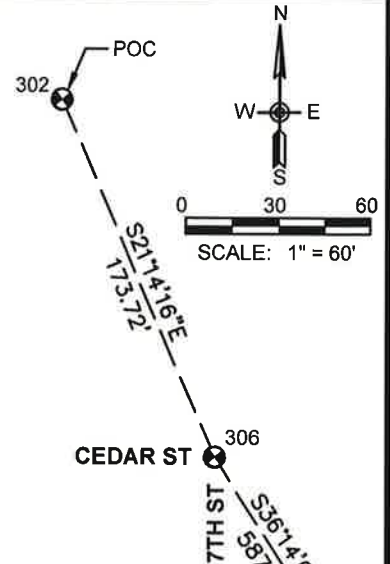
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EXHIBIT B

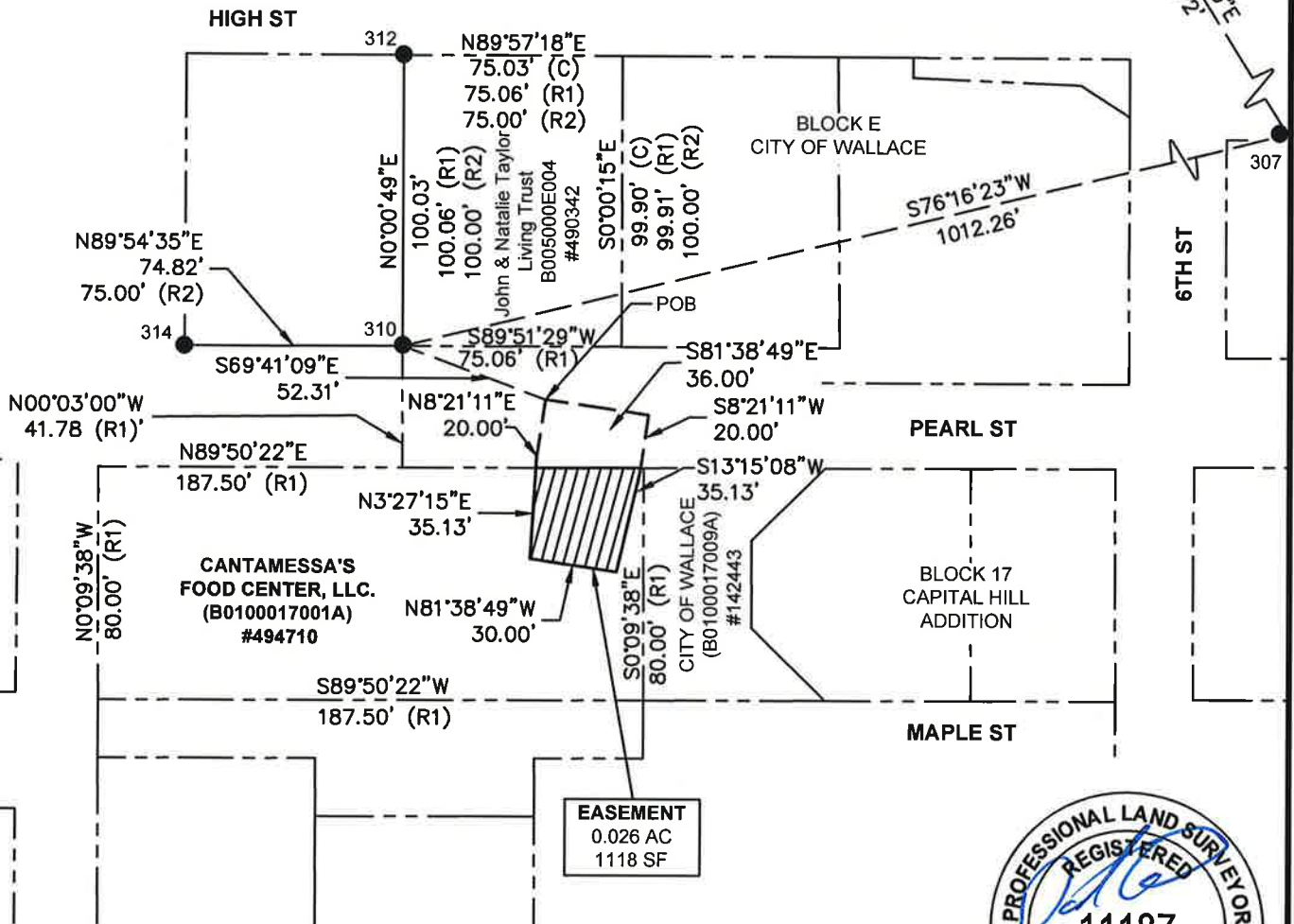
EXHIBIT MAP

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83 (2011). DISTANCES ARE AT GROUND IN THE NE 1/4 OF SECTION 34, T48N, R4E, B.M.

POINT	DESCRIPTION
302	FND 3 1/4" ALUMINUM CAP 1986 WC TO SECTION CNR
306	FND 3" BRASS CAP 1998 PLS 832 CITY MON
307	FND SQUARE METAL BAR BELOW PAVEMENT AT CITY MON
310	FND REBAR 1/2" PLS 4458
312	FND NAIL IN RETAINING WALL
314	FND REBAR 1/2" PLS 4458



REFERENCES:
 (C) CALCULATED
 (R1) RECORD OF SURVEY #392195
 (R2) RECORD OF SURVEY #388740



EASEMENT
 0.026 AC
 1118 SF



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



DRAWN BY: DGR/BLR
 PROJECT NO.: 18014-02
 DATE: 6/12/2018

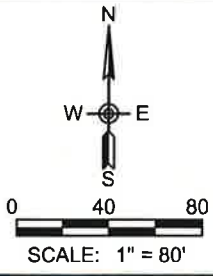
FIGURE:

CITY OF WALLACE
 PRINTERS CREEK EASEMENT

\\BARYTE\Kellogg1\Projects\Engineering\Remedy Protection\2015 Basin RP Projects\Printer's Creek\Survey\2018_Printers Creek Easements.dwg 6/12/2018

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EXHIBIT MAP C



V:\Engineering\Remedy Protection\2015 Basin RP Projects\Printer's Creek\Survey\2018_Printers Creek_EC_Exc.dwg 6/21/2018



DRAWN BY:	DGR/BLR
PROJECT NO.:	18014-02
DATE:	6/21/2018

FIGURE:

**CITY OF WALLACE
PRINTERS CREEK EASEMENT**

495409 '18 AUG 22 PM 3:39

Instrument # 495409

WALLACE, SHOSHONE COUNTY, IDAHO

8-22-2018 03:39:00 PM No. of Pages: 11

Recorded for : ALTA SCIENCE & ENGINEERING

PEGGY DELANGE-WHITE Fee: 40.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

