

Recording Requested By and
When Recorded Return to:

483670

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 the Idaho Department of Parks and Recreations (hereinafter "Grantor"), 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 # A00000341625 (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 they are 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.

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 July 15, 2015 to September 30, 2016, 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.

Restoration. Upon completion of the work contemplated in this Covenant, the Grantor's property will be restored in a manner consistent with the requirements of the Consent Decree entered in *United States of America and State of Idaho v. Union Pacific Railroad Company and Coeur d'Alene Tribe v. Union Pacific Railroad Company*, Case No. 99-0606-N-EJL.

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

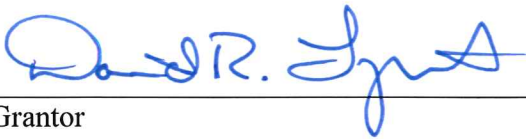
recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

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



Grantor

By: David Langhorst, Director
Idaho Department of Parks and Recreation

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 2nd day of December, 2015, before me, a Notary Public in and for said State, personally appeared, David Langhorst, known or identified to me to be the Director of the Idaho Department of Parks and Recreation and the person 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.



Betty A. Miller
Notary Public for the State of Idaho
Residing at: Buhl, ID
My Commission Expires: 6-17-2021

Dated, December 2, 2015.

Don Kotschevar

Holder

By: Don Kotschevar

Mayor, City of Mullan

STATE OF IDAHO)

)ss.

COUNTY OF Shoshone)

On this 18th day of August, 2015, 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 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.



T Crandall

Notary Public for the State of Idaho

Residing at: mullan, ID

My Commission Expires: 3/7/2020

Dated, Aug-18th, 2015.

So. Second Street

483670

July 8, 2015


IDEQ

By: John Tippets, Director

STATE OF IDAHO)

COUNTY OF Ada)

) ss.

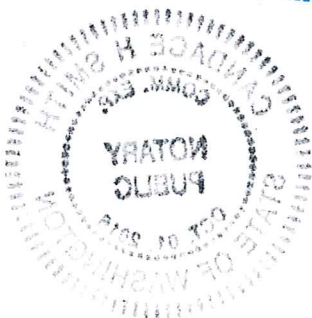
On this 23 day of September, 2015, before me, a Notary Public in and for said State, personally appeared, John Tippets, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed 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, September 23, 2015



483670

S. 2nd Street

July 8, 2015

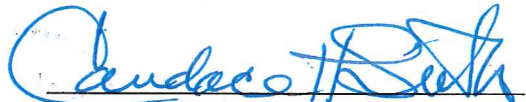

EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 10th day of November, 2015, before me, a Notary Public in and for said State, personally appeared, Richard Albright, 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.



Notary Public for the State of

Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, Nov 10th, 2015.

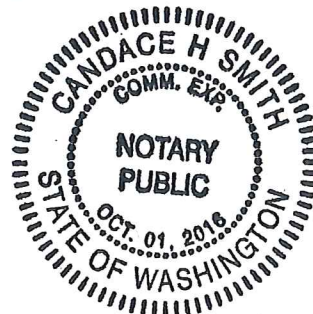




EXHIBIT A
LEGAL DESCRIPTION
FOR
An Environmental Covenant and Access Agreement for Construction and
Maintenance Purposes

All that real property being a portion of the Northeast Quarter (NE ¼) of Section 34, Township 48 North, Range 5 East, B.M., in the City of Mullan, Shoshone County, Idaho, lying within a ten-foot (10.00') wide strip of land, five feet (5.00') on each side of its centerline described as follows:

Commencing at a 5/8" rebar with a yellow plastic cap stamped, "J.C. PFAHL PLS 4458", on the southeasterly right-of-way line of River Road, and being the most southerly corner of those lots shown on that record-of-survey map recorded as Instrument No. 439929 with the Shoshone County Recorder; a 5/8" rebar with a yellow plastic cap stamped, "J.C. PFAHL PLS 4458", bears North 47°31'04" East, 217.00 feet (the record information per said map is North 47°24'53" East, 217.19 feet); thence South 68°26'48" West, 237.66 feet to the **True Point of Beginning**;

1. thence North 21°11'31" East, 201.98 feet;
2. thence North 30°25'11" East, 259.29 feet;
3. thence North 29°02'10" East, 243.93 feet;
4. thence North 76°06'06" East, 39.34 feet;
5. thence South 79°20'03" East, 51.93 feet to the terminus of this centerline. A railroad spike in the asphalt, as shown on said record-of-survey map, bears South 03°21'30" West, 205.67 feet.

Contains 7,965 square feet (0.183 acres), more or less.

Together with that parcel of land described as follows:

Commencing at said 5/8" rebar with a yellow plastic cap stamped, "J.C. PFAHL PLS 4458", on the southeasterly right-of-way line of River Road, and being the most southerly corner of those lots shown on that record-of-survey map recorded as Instrument No. 439929 with the Shoshone County Recorder; a 5/8" rebar with a yellow plastic cap stamped, "J.C. PFAHL PLS 4458", bears North 47°31'04" East, 217.00 feet (the record information per said map is North 47°24'53" East, 217.19 feet); thence South 77°05'29" West, 234.53 feet to the **True Point of Beginning**;

1. thence South 66°05'08" West, 27.27 feet;
2. thence South 20°31'13" East, 38.21 feet;
3. thence North 66°05'08" East, 32.67 feet;
4. thence North 28°36'43" West, 38.27 feet to the **True Point of Beginning**.

483670

Contains 1,143 square feet (0.026 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(EPOCH 2010); distances shown are ground.

(Affects Tax Lot A00000341625)



Kenneth Fisher

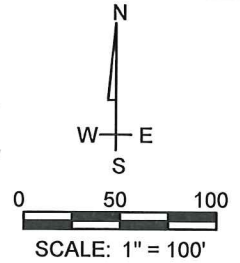
Kenneth Fisher, P.L.S.

5/20/15

Date

483670

IN THE NE ¼ OF
SECTION 34,
T.48N., R.5E., B.M.
MULLAN
SHOSHONE CO.
IDAHO



PARCEL 1: AREA OF ENVIRONMENTAL
COVENANT & ACCESS AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE
PURPOSES = 7,965 SQ.FT.

A00000341625
INST. #447167
IDAHO DEPARTMENT OF
PARKS & RECREATION

PARCEL 2: AREA OF
ENVIRONMENTAL
COVENANT & ACCESS
AGREEMENT FOR
CONSTRUCTION AND
MAINTENANCE
PURPOSES = 1,143
SQ.FT.

P.O.B. #2

P.O.B. #1

TRAIL OF THE COEUR D'ALENES

RIVER ST.

SOUTH FORK
C&A RIVER

RECORD OF SURVEY
INST. #439929

FD. 5/8" IR W/YPC
"PFAHL PLS 4458"

P.O.C.
FD. 5/8" IR W/YPC
"PFAHL PLS 4458"

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S66°05'08"W	27.27'
L2	S20°31'13"E	38.21'
L3	N66°05'08"E	32.67'
L4	N28°36'43"W	38.27'

NOTES

THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A. AND I.D.E.Q., FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A STORM DRAIN SYSTEM 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: 14122-04-04
DATE: 5/20/2015

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

483670

This map was produced using information obtained from several different sources that have not been independently verified. These sources have also not provided information on the precision and accuracy of the data. Information on this map is not a substitute for survey data.







COURT ST

SECOND ST

RIVER ST

A00000341625
Idaho Department of
Parks and Recreation

Legend

-  Catch Basin
-  Manhole
-  Culvert
-  ECAA Boundary
-  Storm Drain
-  Parcels

1:1,000
1 inch = 83 feet

0 25 50 100 Feet



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, XE, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

U:\Kellogg\Idaho\RemedyProgram\MXDs\om_insp_2nd20150617.mxd



TerraGraphics
Environmental Engineering, Inc.
www.TerraGraphics.com

PRINT DATE
Jun 17, 2015
PROJECT NUMBER
14122-04-04

REQUESTOR
J. Price
PROJECT MANAGER
C. Haley
CARTOGRAPHER
J. Gilley

PROJECT NAME
**S. 2nd Street
Remedy Protection**

**Environmental Covenant & Access
Agreement (ECAA) Boundary**

483670

Instrument # 483670

WALLACE, SHOSHONE COUNTY, IDAHO

1-7-2016 02:10:00 PM No. of Pages: 10

Recorded for : TERRAGRAPHS ENVIRON ENG.

PEGGY DELANGE-WHITE

Fee: 37.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

2016 JAN 7 PM 2 10

TERRAGRAPHS

108 WEST IDAHO

KELLOGG, ID 83837