

472997

Instrument # 472997

WALLACE, SHOSHONE COUNTY, IDAHO

6-19-2013 11:16:00 No. of Pages: 12

Recorded for : TERRAGRAPHS ENVIRON. ENG INC

PEGGY DELANGE-WHITE Fee: 43.00

Ex-Officio Recorder Deputy 

Index to: ENVIRONMENTAL COVENANT

2013 JUN 19 AM 11 16

March 14, 2013

Recording Requested By and
When Recorded Return to:

472997

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 CM² (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and City of Smelterville ("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 a part of real property located in a portion of Government Lot 2, Section 3, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is also known as Tax Parcel F00000030950 A as shown on Instrument No. 430270. The portion of the Property that is affected by this Environmental Covenant is legally 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.

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 described in 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.

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 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).

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.

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March 14, 2013

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

James C. Marshall
Grantor/ Property Owner
By: OWNER

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 2nd day of May, 2013, before me, a Notary Public in and for said State, personally appeared, James C Marshall, known or identified to me to be the person 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.

Mary Eixenberger
Notary Public for the State of Idaho
Residing at: Kellogg, ID
My Commission Expires: 1-3-2017

Dated, May 2, 2013.



Larry E Huber
Holder
By: Mayor

472997

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 6TH day of May, 2013, before me, a Notary Public in and for said State, personally appeared, Larry E. Huber, known or identified to me to be the Mayor of Smelterville, ID 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.

Mary Eixenberger
Notary Public for the State of Idaho
Residing at: Kellogg, ID
My Commission Expires: 1-3-2017

Dated, May 6, 2013.



Curt Fransen

472997

IDEQ

By: Curt Fransen, Director

STATE OF IDAHO

)

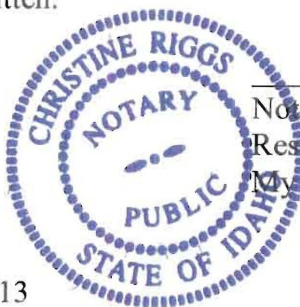
) ss.

COUNTY OF Ada

)

On this 10th day of May, 2013, before me, a Notary Public in and for said State, personally appeared, Curt Fransen, 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.



Christine Riggs
Notary Public for the State of Idaho

Residing at: BOISE, ID

My Commission Expires: 10-18-2020

Dated, May 10, 2013

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EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 20th day of May, 2013, 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 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.

Candace H Smith

Notary Public for the State of
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, 5-20, 2013.



472997

December 11, 2012
Revised December 18, 2012
Revised February 8, 2013

EXHIBIT A

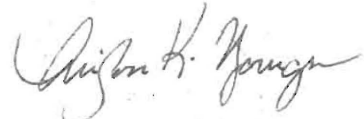
Legal Description by Hodge & Associates, Inc. An environmental covenant and an access agreement for construction and maintenance purposes (Property Reference 1C)

An environmental covenant and an access agreement for construction and maintenance purposes, being located in a portion Government Lot 2, Section 3, Township 48 North, Range 2 East, of the Boise Meridian, City of Smelterville, Shoshone County, Idaho, and being more particularly described as follows:

Commencing at the intersection of the centerline of "K" Street with the centerline of Old U.S. Highway 10 as shown on Record of Survey for the City of Smelterville, by L. Hodge, PE/LS #3003, and filed in 2007 under Instrument #438261, thence along the centerline of said Old U.S. Highway 10, as shown on said Record of Survey, S71°56'12"W, 413.98 feet, thence departing said centerline, S18°03'48"E, 30.00 feet, to the intersection with the southerly right-of-way of said Old U.S. Highway 10, point being the Northwest corner of that certain parcel of land described in Warranty Deed, Instrument #430270, thence along the westerly line of said certain parcel, S0°13'34"W, 84.29 feet, to the POINT OF BEGINNING of this covenant and agreement;

Thence departing said westerly line, S45°53'51"E, 101.35 feet;
Thence S74°14'44"E, 88.46 feet;
Thence N60°59'59"E, 23.52 feet;
Thence S77°40'12"E, 75.83 feet;
Thence S83°15'24"E, 155.46 feet;
Thence S76°06'46"E, 5.25 feet, to the intersection with the easterly line of said certain parcel;
Thence along said easterly line, S18°43'48"E, 46.77 feet;
Thence departing said easterly line, N75°58'17"W, 17.35 feet;
Thence N83°08'38"W, 166.73 feet;
Thence N79°15'15"W, 76.80 feet;
Thence N73°49'36"W, 135.13 feet;
Thence N55°17'38"W, 48.29 feet, to the intersection with the westerly line of said certain parcel;
Thence along said westerly line, N0°13'34"E, 59.59 feet, to the POINT OF BEGINNING of this covenant and agreement.

The above described area contains 16,326 sq. ft., more or less.



2-8-13

472997

NOTE:

1. PARCEL BOUNDARY AND PROPERTY OWNERSHIP DATASETS WERE OBTAINED FROM SHOSHONE COUNTY GIS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED.

LEGEND

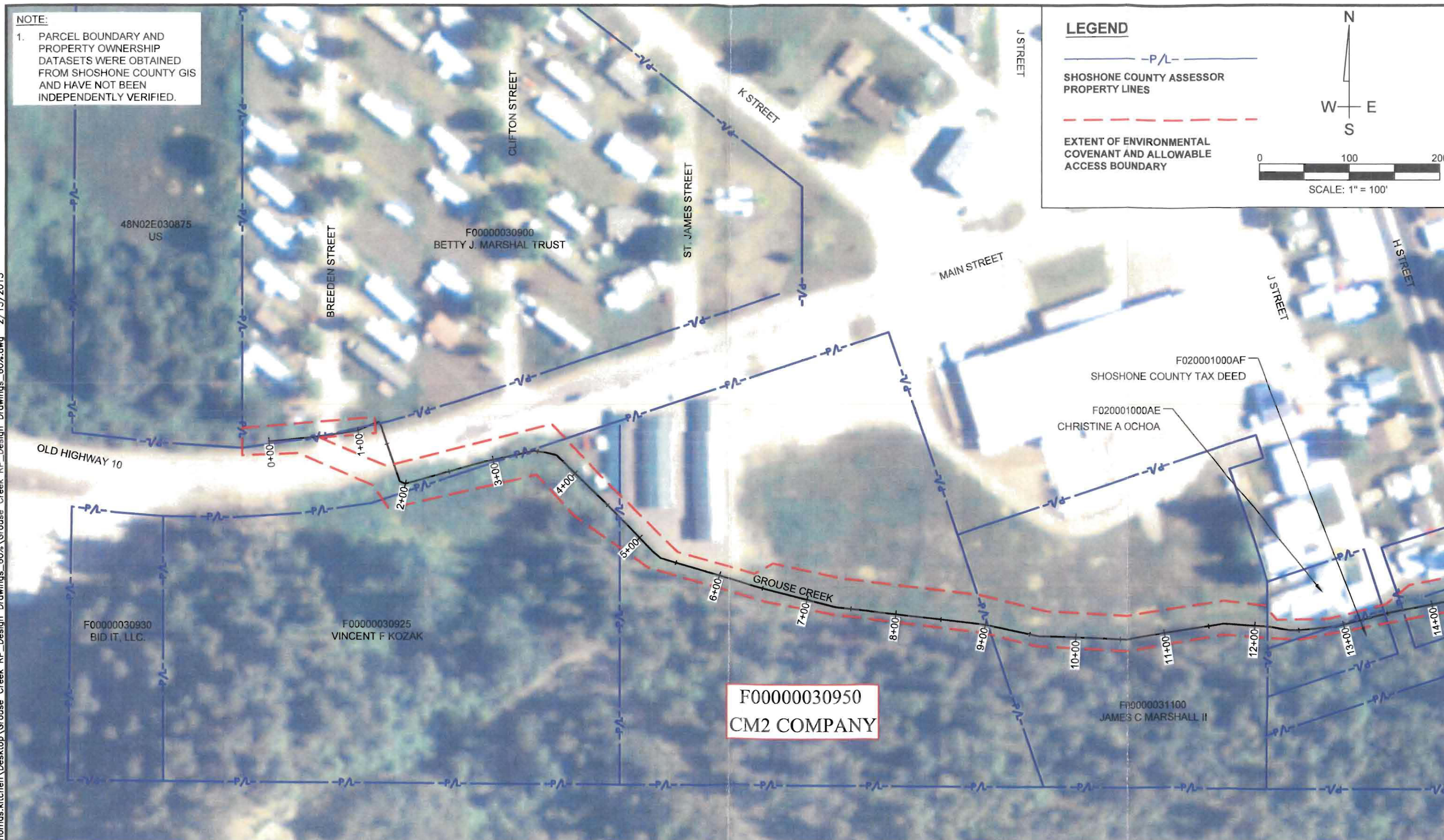
SHOSHONE COUNTY ASSESSOR
PROPERTY LINES

EXTENT OF ENVIRONMENTAL
COVENANT AND ALLOWABLE
ACCESS BOUNDARY



SCALE: 1" = 100'

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NO	DATE	REVISIONS	BY	CHK

DRAWN:	C. HEWETT	COORDINATE SYSTEM:	NAD83, ISP, WEST ZONE, US FT
ENGINEER:	S. BROWN	SCALE:	1" = 100'
CHECKED:		APPROVED:	
DATE:		DATE:	

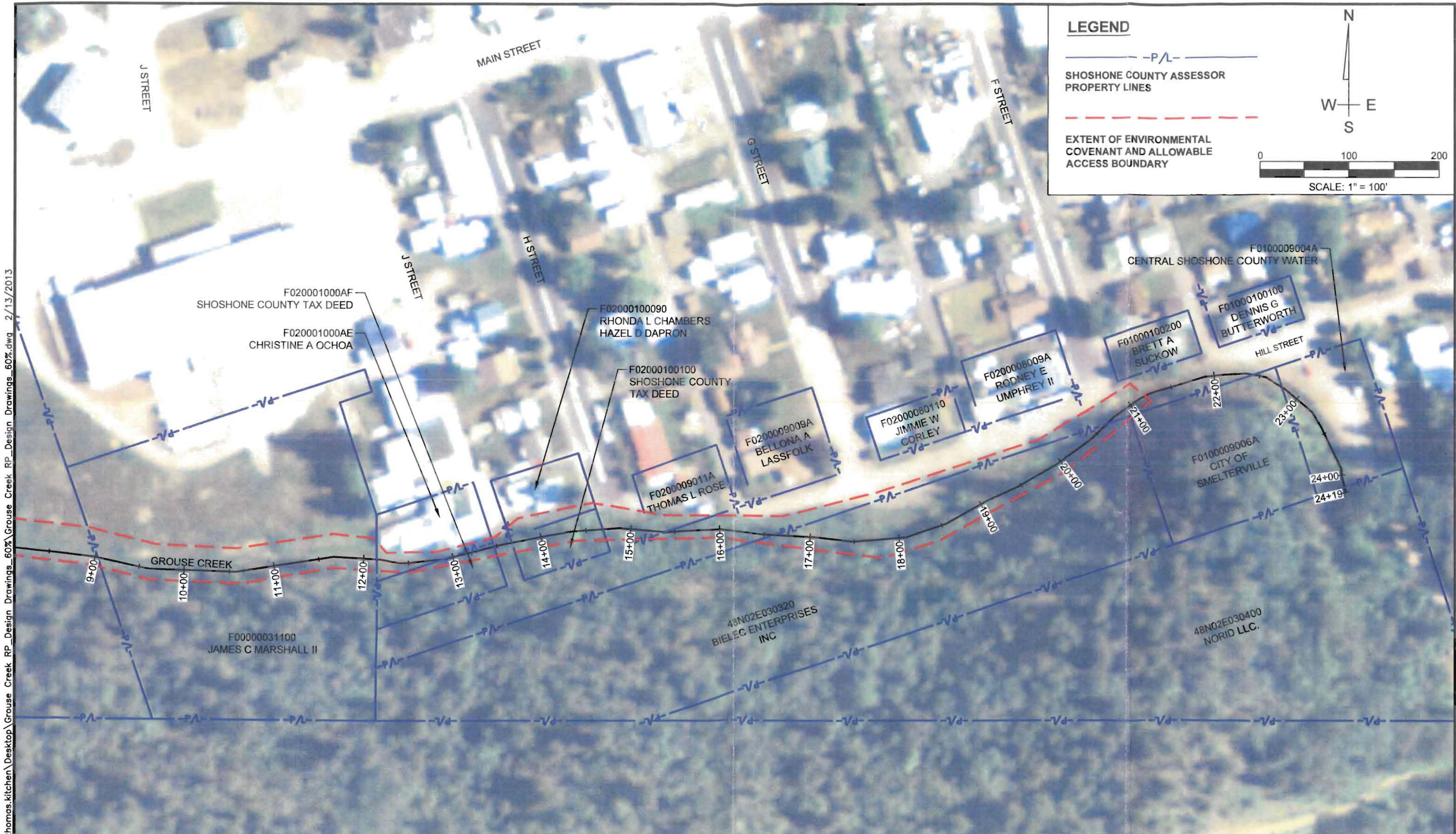


GROUSE CREEK
REMEDY PROTECTION

EXHIBIT C

SHEET NAME:	WEST SECTION
DATE:	2/13/2013
PROJECT NO.:	7045-2
SHEET:	1 OF 4

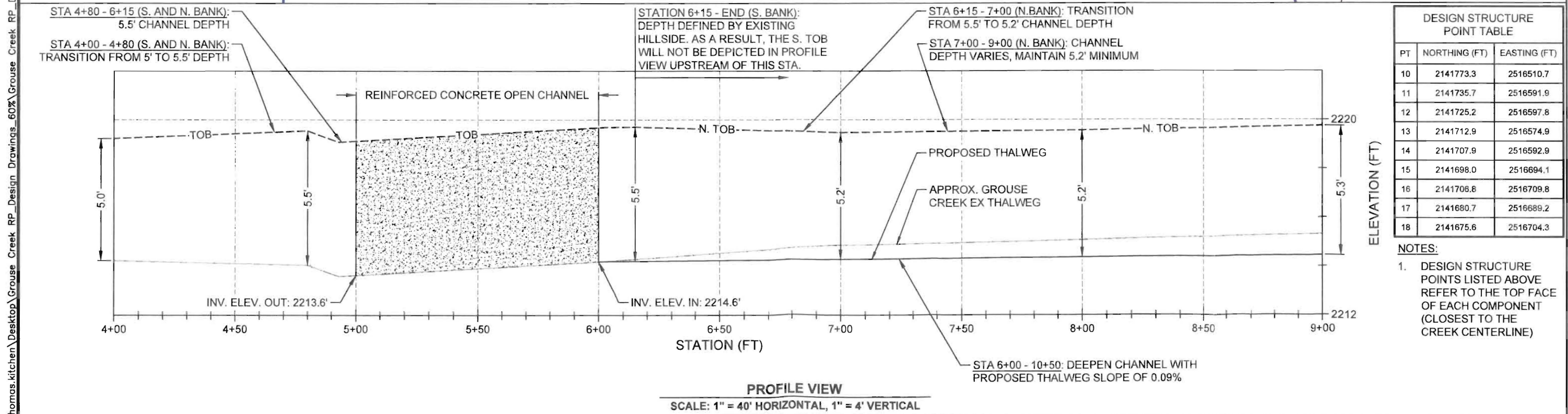
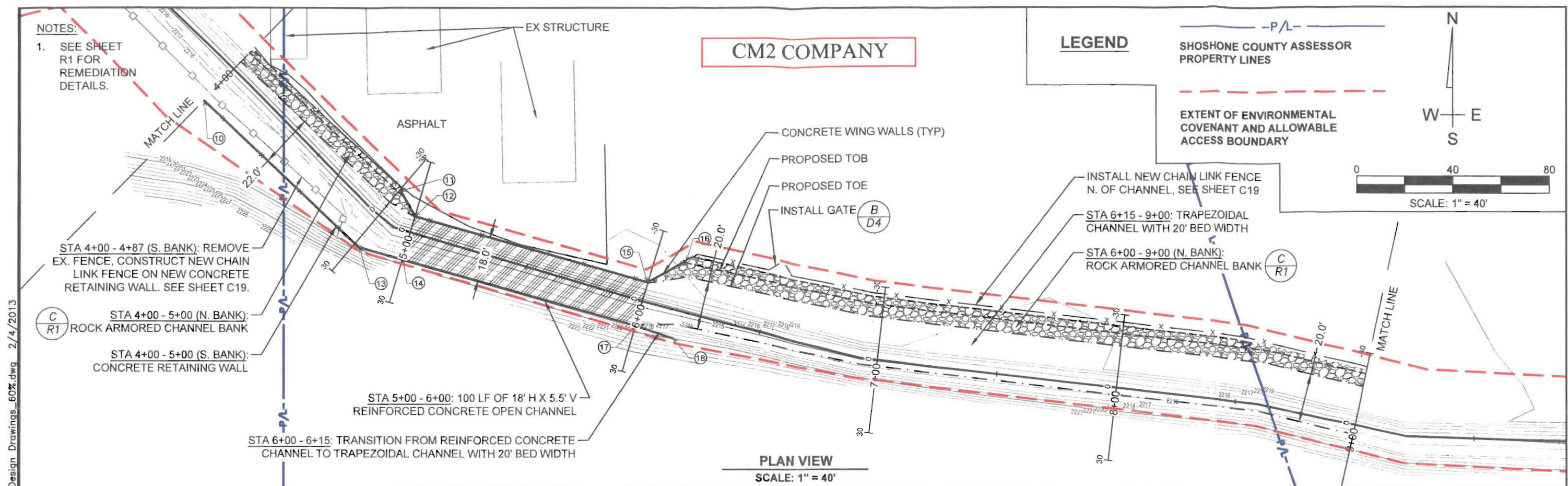
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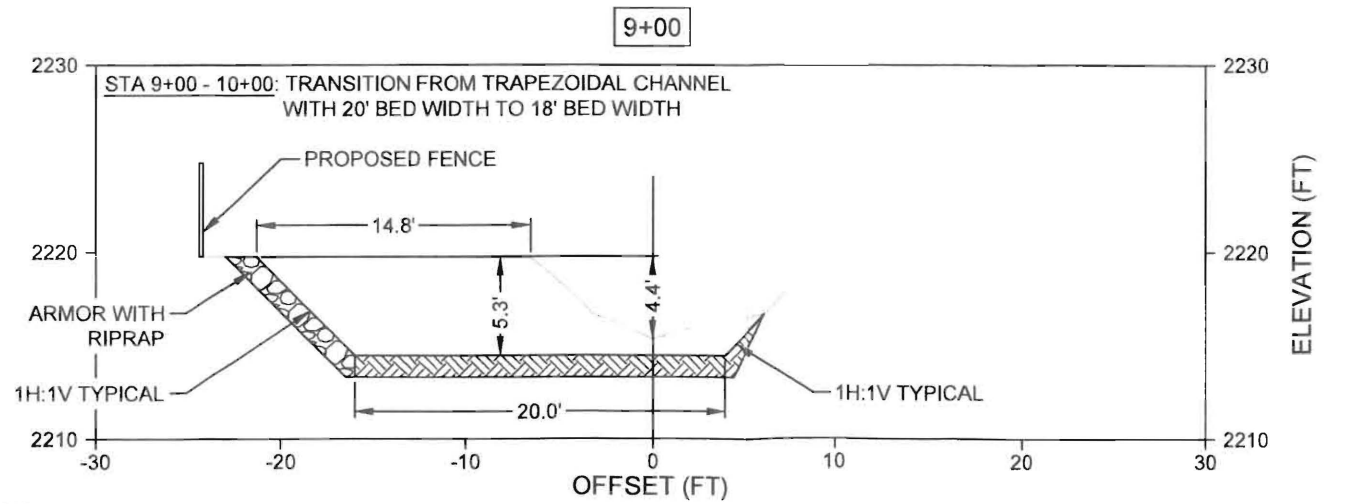
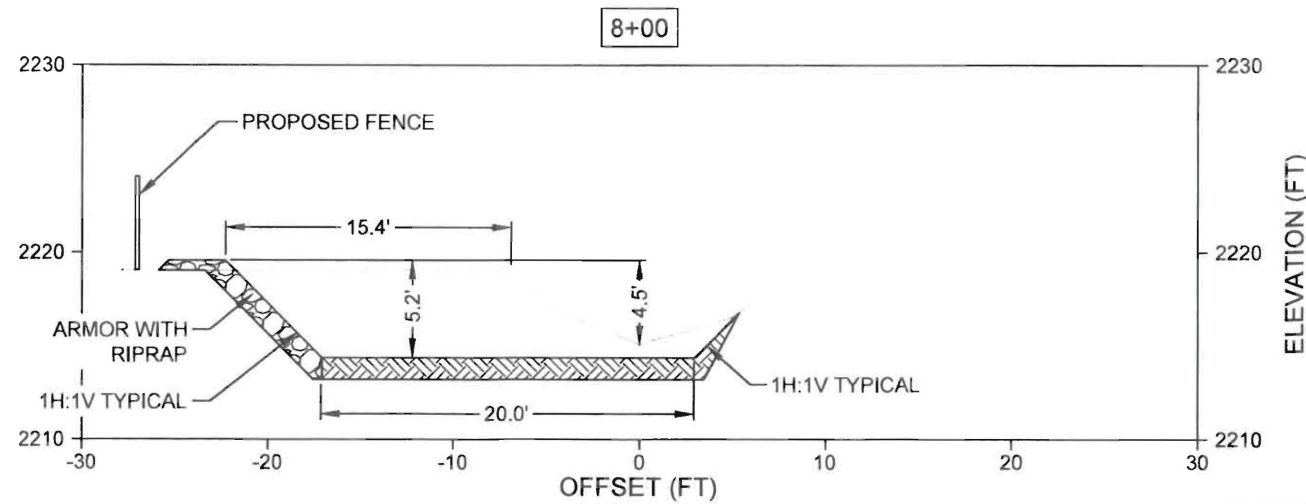
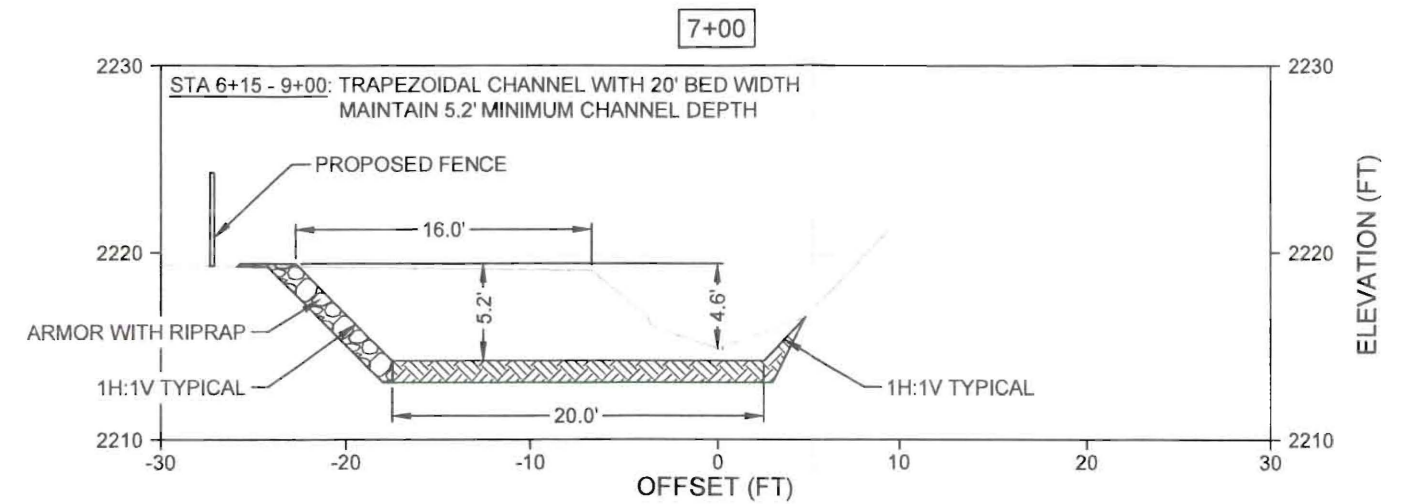
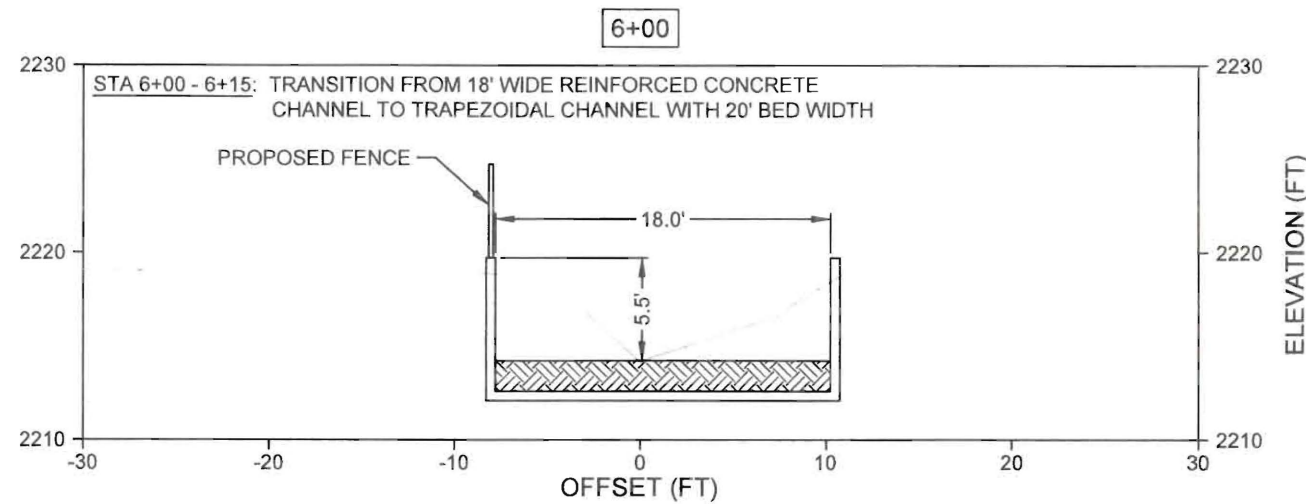
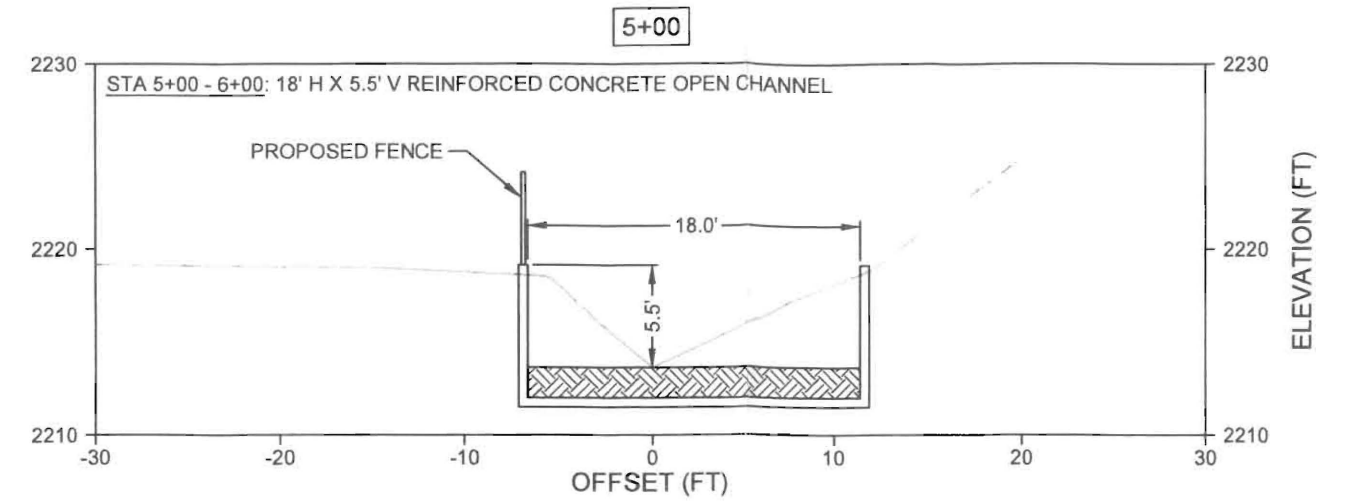
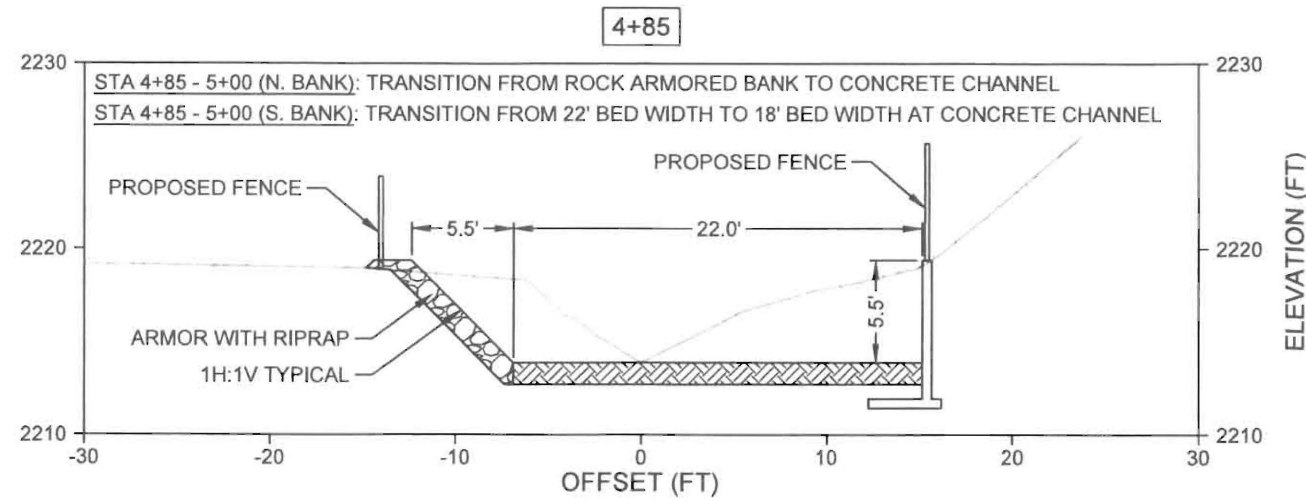
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PROFILE VIEWS

SCALE: 1" = 10' HORIZONTAL, 1" = 10' VERTICAL

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NO.	DATE	REVISIONS	BY	CHK	DATE	DRAWN: C. HEWETT	COORDINATE SYSTEM: NAD83, ISP, WEST ZONE, US FT
						ENGINEER: S. BROWN	SCALE: AS NOTED
						CHECKED:	APPROVED:
						DATE:	DATE:



GROUSE CREEK
REMEDY PROTECTION

EXHIBIT C
SECTIONS
4+00 - 9+00

SHEET NAME:	C11
DATE:	2/4/2013
PROJECT NO.:	7045-2
SHEET:	4 OF 4