

472996

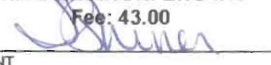
**Instrument # 472996**

WALLACE, SHOSHONE COUNTY, IDAHO

6-19-2013 10:06:00 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 10 10 06

472996

Recording Requested By and  
When Recorded Return to:

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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 City of Smelterville (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 Lot 8, Block 9 of First Addition to Smelterville, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is also known as Tax Parcel F0100009006A A as shown on Instrument No. 311930. 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**

Larry E Huber  
Grantor/ Property Owner

By: Mayor

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 6<sup>TH</sup> 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 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.





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Larry E Huber  
Holder  
By: Mayor

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 6<sup>TH</sup> 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*

472996

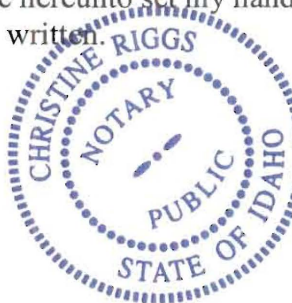
IDEQ

By: Curt Fransen, Director

STATE OF IDAHO )  
COUNTY OF Ada ) ss.

On this 10<sup>th</sup> 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, Idaho, ID  
My Commission Expires: 10-18-2020

Dated, May 10, 2013

By: Richard Albright, Director Office of Environmental Cleanup

472996

On this 20<sup>th</sup> 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.

Carolee H. Smith

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, 5-20-, 2013.





December 12, 2012  
Revised December 18, 2012  
Revised February 8, 2013

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## EXHIBIT A

**Legal Description by Hodge & Associates, Inc.**

**An environmental covenant and an access agreement for  
construction and maintenance purposes**

(Property Reference 1K)

An environmental covenant and an access agreement for construction and maintenance purposes, being located in a portion of Lot 8, Block 9 of First Addition to Smelterville, filed in 1916 under Instrument #41246, and being located in a portion of Government Lot 1, 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:

Beginning at the Northwest Corner of said Lot 8, Block 9 of First Addition to Smelterville, being the POINT OF BEGINNING of this covenant and agreement;

Thence along the northerly line of said Lot 8 as shown on Record of Survey for the City of Smelterville, by L. Hodge, PE/LS #3003, and filed in 2007 under Instrument #438261, N72°02'04"E, 8.17 feet;

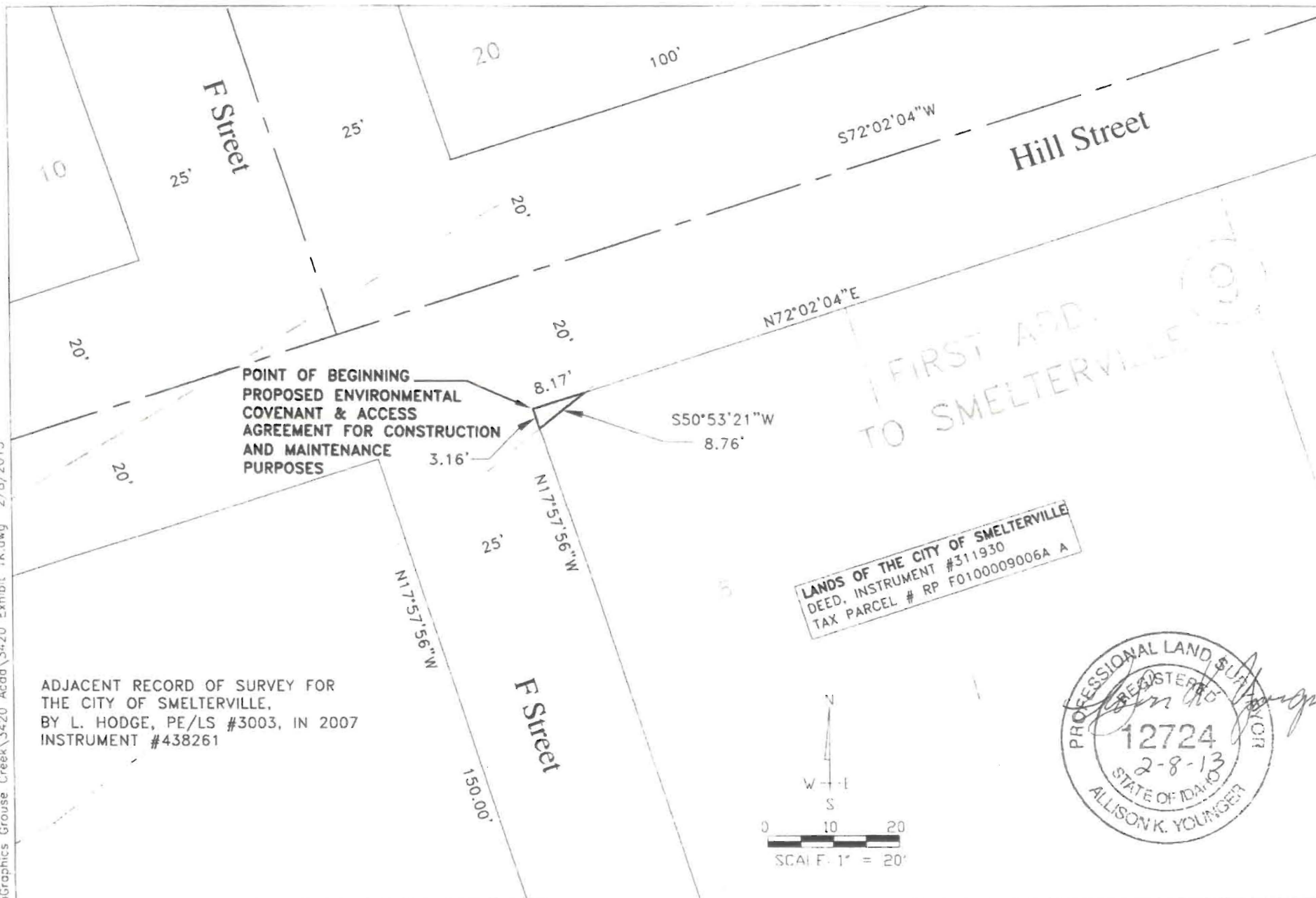
Thence departing said northerly line, S50°53'21"W, 8.76 feet, to the intersection with the westerly line of said Lot 8;

Thence along said westerly line, N17°57'56"W, 3.16 feet, to the POINT OF BEGINNING of this covenant and agreement.

The above described area contains, 13 sq. ft., more or less.



F:\3420-TerraGraphics Grouse Creek\3420 Acad\3420 Exhibit 1K.dwg 2/8/2013



**TerraGraphics**  
Environmental Engineering, Inc.

DRAWN BY  
A. K. Younger  
Hodge & Assoc. Inc.  
PROJECT MANAGER  
Scott Brown

PROJECT NO  
12034-05-03  
(3420-11-12)  
DATE: 12/12/2012  
REV: 12/18/2012  
REV: 2/08/2013

PROJECT NAME

Grouse Creek Remedy  
Protection Project

### EXHIBIT B

Property Reference 1K  
For Construction and Maintenance Purposes  
Section 3, Township 48 North, Range 2 East, BM  
City of Smelterville, Shoshone County, Idaho

472496



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NOTE:

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

LEGEND

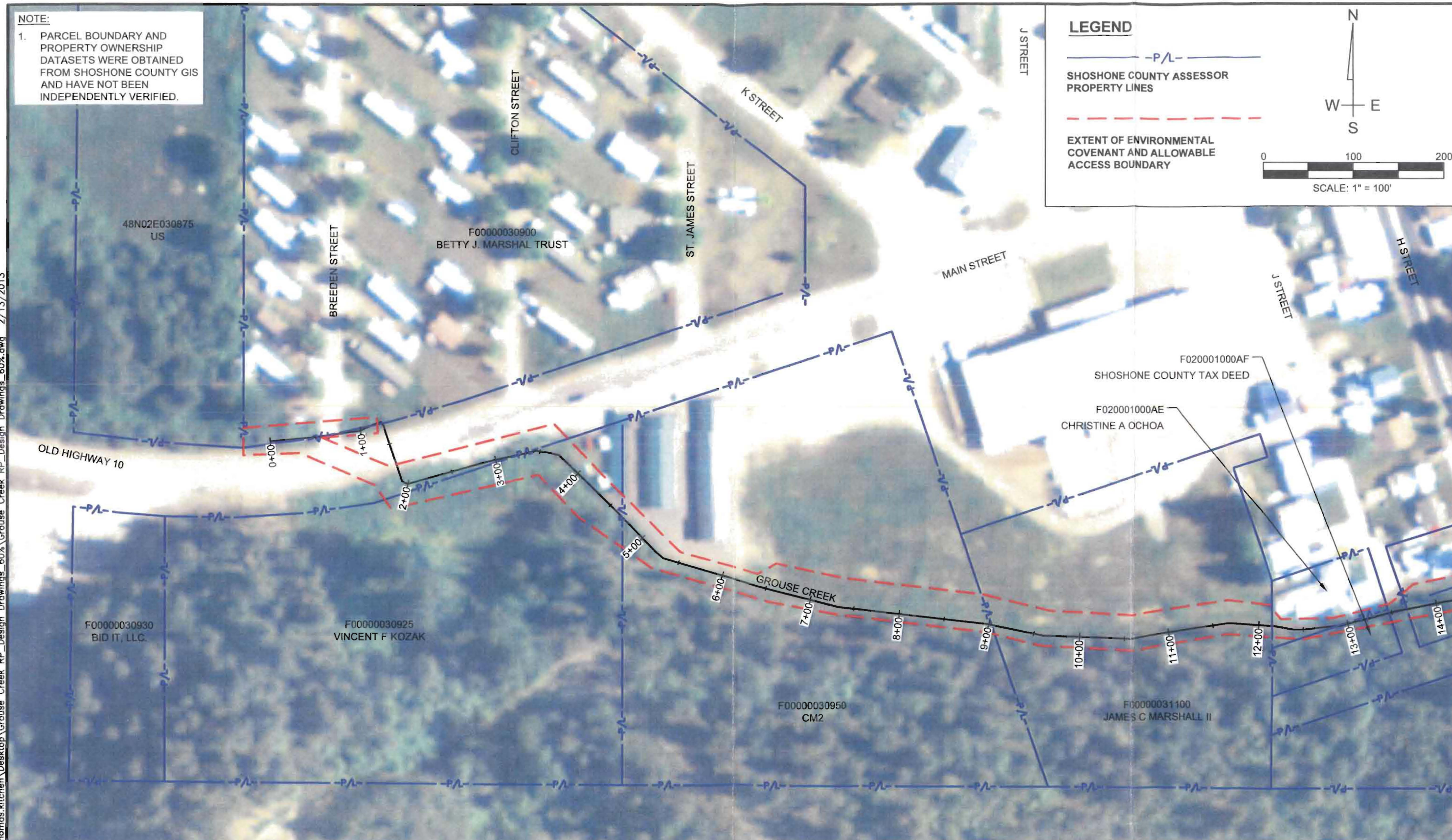
—P/L—  
SHOSHONE COUNTY ASSESSOR  
PROPERTY LINES

---  
EXTENT OF ENVIRONMENTAL  
COVENANT AND ALLOWABLE  
ACCESS BOUNDARY



SCALE: 1" = 100'

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NO.	DATE	REVISIONS	BY	CHK	DATE	DRAWN: C. HEWETT	COORDINATE SYSTEM: NAD83, ISP, WEST ZONE, US FT
						ENGINEER: S. BROWN	SCALE: 1" = 100'
						CHECKED:	APPROVED:
						DATE:	DATE:



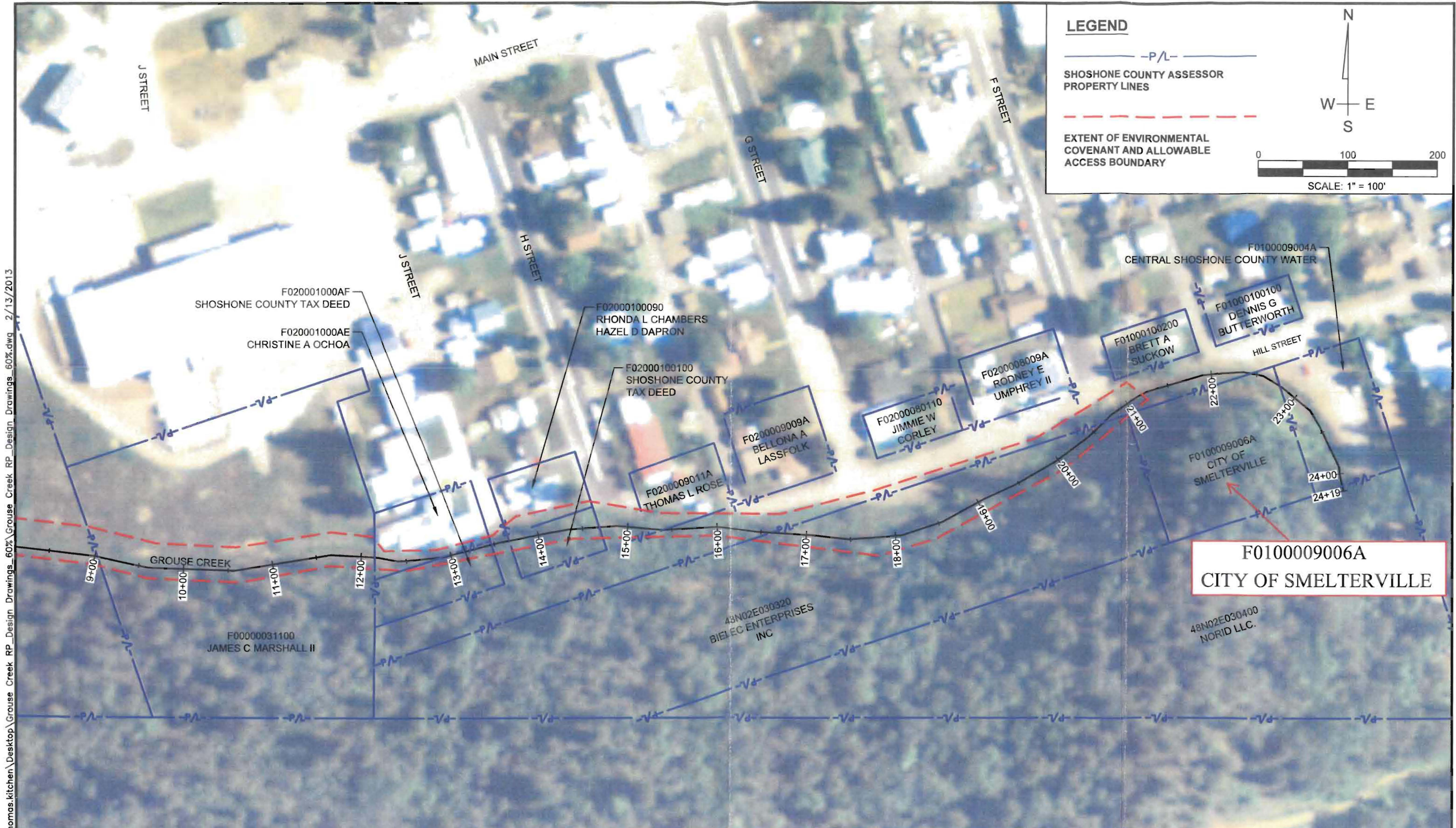
GROUSE CREEK  
REMEDY PROTECTION

EXHIBIT C

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

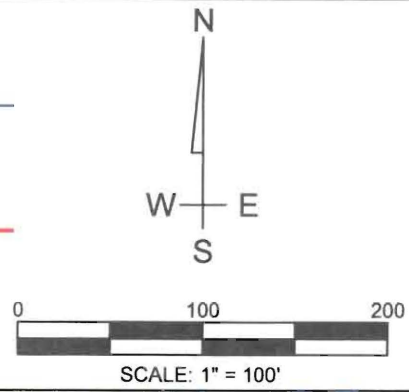


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**LEGEND**

- P/L- SHOSHONE COUNTY ASSESSOR PROPERTY LINES
- EXTENT OF ENVIRONMENTAL COVENANT AND ALLOWABLE ACCESS BOUNDARY



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NO.	DATE	REVISIONS	BY	CHK	DATE	DATE

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

**TerraGraphics**  
Environmental Engineering, Inc.

<b>GROUSE CREEK REMEDY PROTECTION</b>	<b>EXHIBIT C</b>	SHEET NAME:	EAST SECTION
		DATE:	2/13/2013
		PROJECT NO.:	7045-2
		SHEET:	2 OF 4



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**NOTES:**

1. SEE SHEET R1 FOR REMEDIATION DETAILS.
2. DESIGN STRUCTURE POINTS LISTED REFER TO THE TOP FACE OF EACH COMPONENT (CLOSEST TO THE CREEK CENTERLINE)

**DESIGN STRUCTURE POINT TABLE**

PT	NORTHING (FT)	EASTING (FT)
36	2141820.9	2518082.1
37	2141829.6	2518105.5

INSTALL NEW CHAIN LINK FENCE N. OF CHANNEL, SEE SHEET C20

PROPOSED TOB  
PROPOSED TOE

EX STRUCTURE

EX CONCRETE WALL

STA 20+75: END OF EX RETAINING WALL

STA 20+50 - 20+75: EXTEND RETAINING WALL AND TRANSITION WITH ROCK ARMORED CHANNEL BANKS

STA 20+00 - 20+50: TRANSITION FROM TRAPEZOIDAL CHANNEL WITH 18' BED WIDTH TO 12' BED WIDTH

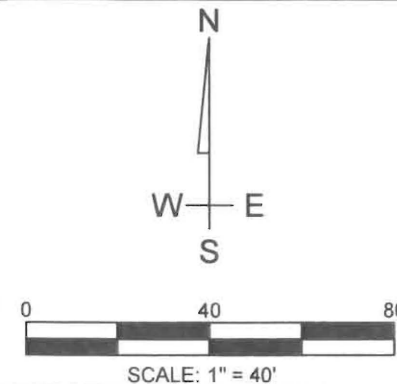
STA 16+70 - 20+00: TRAPEZOIDAL CHANNEL WITH 18' BED WIDTH

STA 16+50 - 20+75 (N. BANK): ROCK ARMORED CHANNEL BANKS

**CITY OF SMELTERVILLE**

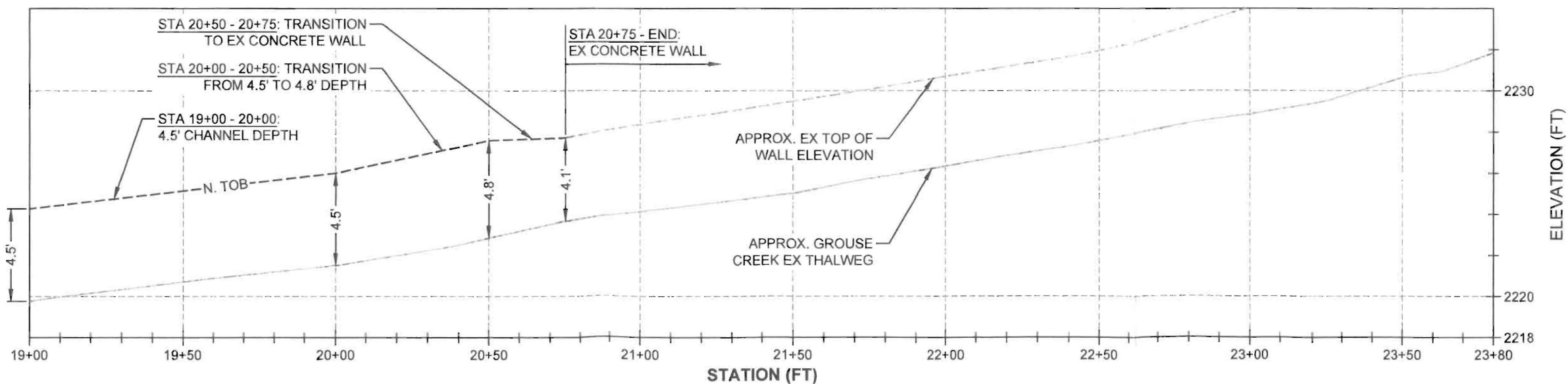
**PLAN VIEW**

SCALE: 1" = 40'



**LEGEND**

- P/L- SHOSHONE COUNTY ASSESSOR PROPERTY LINES
- EXTENT OF ENVIRONMENTAL COVENANT AND ALLOWABLE ACCESS BOUNDARY



**PROFILE VIEW**

SCALE: 1" = 40' HORIZONTAL, 1" = 6' VERTICAL

NO.	DATE	REVISIONS	BY	CHK	DATE	DATE:

DRAWN:	C. HEWETT	COORDINATE SYSTEM:	NAD83, ISP, WEST ZONE, US FT
ENGINEER:	S. BROWN	SCALE:	AS NOTED
CHECKED:		APPROVED:	
DATE:		DATE:	



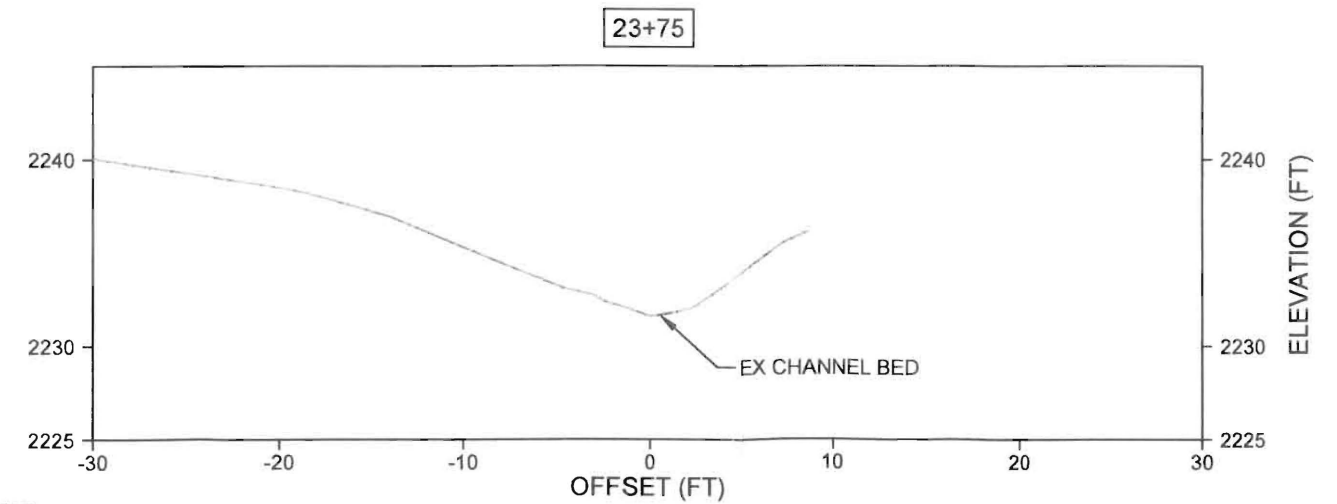
**GROUSE CREEK  
REMEDY PROTECTION**

**EXHIBIT C**

SHEET NAME:	C16
DATE:	2/4/2013
PROJECT NO.:	7045-2
SHEET:	3 OF 4



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**PROFILE VIEWS**  
SCALE: 1" = 10' HORIZONTAL, 1" = 10' VERTICAL

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