

473466

Instrument # 473466

WALLACE, SHOSHONE COUNTY, IDAHO

7-18-2013 02:37:00 No. of Pages: 9

Recorded for : TERRAGRAPHS ENVIRON. ENG INC

PEGGY DELANGE-WHITE

(Fee: 34.00)

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

2013 JUL 18 PM 2 37

Recording Requested By and
When Recorded Return to:

473466

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 Mullan (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and 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 # A010000D07AA (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.

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, 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 EPA, CDA Trust and Department, their respective contractors and third parties authorized by them for the purpose of performing the remedy protection work from June 15, 2013 to May 30, 2014, 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, CDA Trust'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 Grantor 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

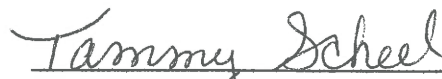

Grantor/ Property Owner

By: Michael Dunnigan, Mayor

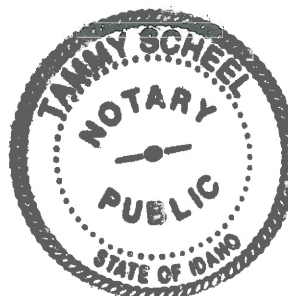
STATE OF IDAHO)
COUNTY OF Shoshone)ss.

On this 12 day of June, 2013, before me, a Notary Public in and for said State, personally appeared, Michael Dunnigan, known or identified to me to be the Mayor of Mullan, ID whose name is subscribed to the within instrument, and acknowledged to me that he/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.


Notary Public for the State of Idaho
Residing at: Mullan, ID
My Commission Expires: 1-29-2014

Dated, June 12, 2013.





Holder
By: Michael Dunnigan, Mayor

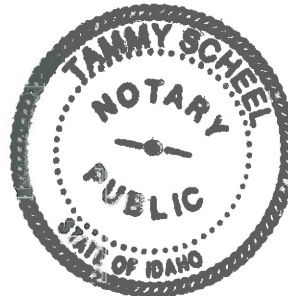
STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 12 day of June, 2013, before me, a Notary Public in and for said State, personally appeared, Michael Dunnigan, known or identified to me to be the Mayor of Mullan, ID and the person whose name is subscribed to the within instrument, and acknowledged to me that he/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.


Notary Public for the State of Idaho
Residing at: Mullan, ID
My Commission Expires: 1-29-2014

Dated, June 12, 2013.



Curt Fransen
IDEQ
By: Curt Fransen, Director

473466

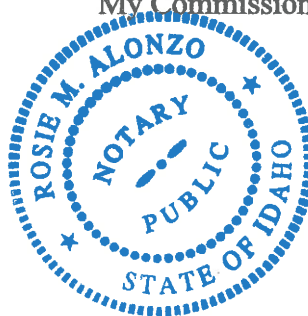
STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 8 day of July, 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.

Rosie M. Alonzo
Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 11/30/2015

Dated, July 8, 2013





EPA

By: Richard Albright, Director Office of Environmental Cleanup

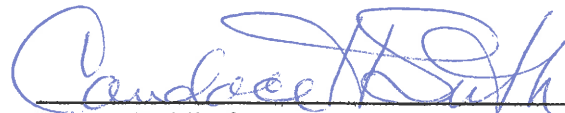
STATE OF WASHINGTON)

COUNTY OF) ss.

King)

On this 15th day of July, 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 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.

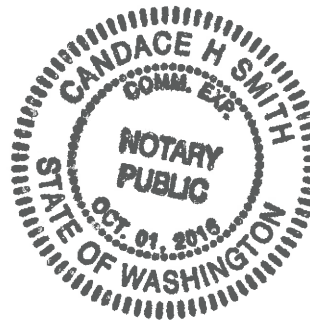


Notary Public for the State of
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, July 15, 2013.





TerraGraphics
Environmental Engineering, Inc.

473466

www.terragraphics.com

LEGAL DESCRIPTION

FOR

An Environmental Covenant and Access Agreement for Construction and Maintenance Purposes

All that real property being a portion of the Northwest Quarter (NW¼) of Section 34, Township 48 North, Range 5 East, B.M., Mullan, Shoshone County, Idaho, lying within a ten-foot (10') wide strip of land, five feet (5') on each side of the centerline described as follows:

Commencing at the southwest corner of Lot 7A of Block D of the City of Mullan, as shown on the 1914 Map of the Village of Mullan by Irving Anderson on file with the City of Mullan, from which a 1/2" rebar with a yellow plastic cap marked, "J. C. Pfahl PLS 4458", at the southeast corner of said Lot 7A (shown on that Record of Survey Map recorded January 12, 2010 in Instrument No. 455707), bears North 86°16'23" East, 27.78 feet (the bearing of said right-of-way line is shown as South 86°15'00" West on said Record of Survey Map); thence along the westerly line of said Lot 7A, North 05°18'37" West, 4.88 feet to the **True Point of Beginning**;

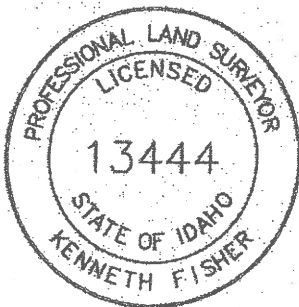
1. thence North 44°34'20" East, 6.24 feet to the end of this strip, and to a point to be called "Point A".

Together with a parcel of land described as follows:

Beginning at said "Point A";

1. thence North 45°25'40" West, 7.40 feet to said westerly line of Lot 7A;
2. thence along said westerly line, North 05°18'37" West, 3.40 feet;
3. thence leaving said westerly line, North 44°34'20" East, 7.81 feet;
4. thence South 45°25'40" East, 20.00 feet;
5. thence South 44°34'20" West, 10.00 feet;
6. thence North 45°25'40" West, 10.00 feet to said "Point A".

Contains 258 square feet (0.006 acres), more or less.



Kenneth Fisher

Kenneth Fisher, P.L.S.

5/30/13

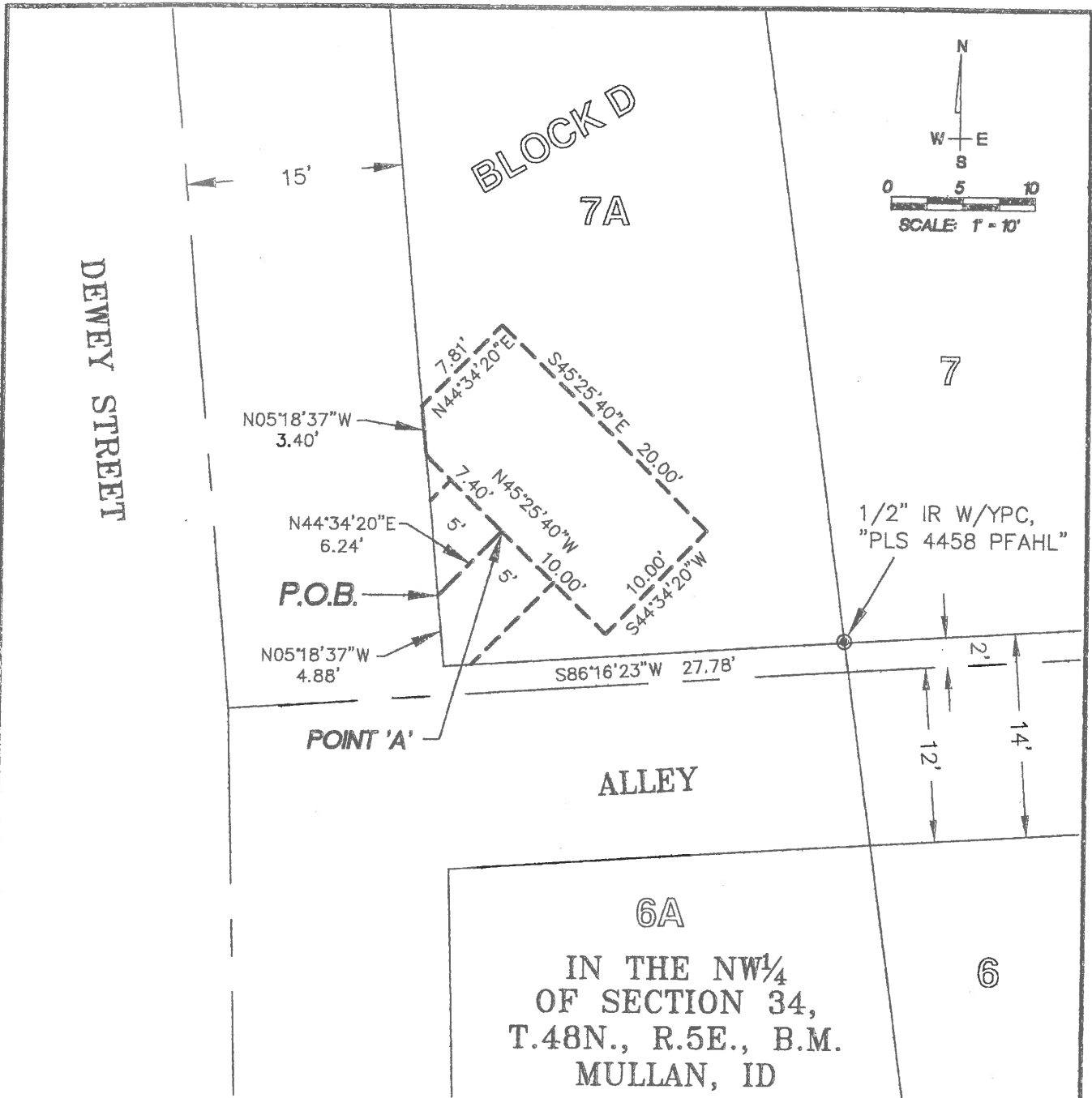
Date

Principal
108 West Idaho Avenue
Kellogg, Idaho 83837
(208) 786-1206
(208) 786-1209 (fax)

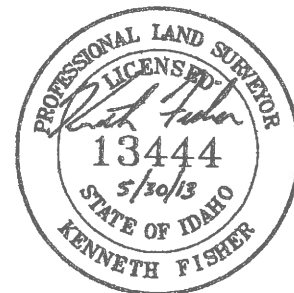
Offices also in:
Boise, ID
Helena, MT
Deer Lodge, MT
Las Vegas, NV

Corporate
121 South Jackson Street
Moscow, Idaho 83843
208-882-7858
208-883-3785 (fax)

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**NOTE**

THIS EXHIBIT SHOWS AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A STORM-DRAIN LINE TO THE CITY OF MULLAN AFFECTING LOT 7A, BLOCK D, OF SAID CITY. THE LOT AND BLOCK CONFIGURATIONS ARE BASED UPON THE 2010 RECORD OF SURVEY MAP BY J. CHRIS PFAHL RECORDED AS INST. # 455707. BEARINGS SHOWN ARE NAD83 GRID; DISTANCES SHOWN ARE GROUND.



TerraGraphics
Environmental Engineering, Inc.

DRAWN BY: KF
PROJECT NO: 1304-04-02
DATE: 5/30/2013

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

