

Recording Requested By and  
When Recorded Return to:

480892

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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 Jerry Brantz, Chief Financial and Operations Officer, Shoshone Medical Center (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of <sup>Kellogg</sup> ~~Pinehurst~~ ("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 Section 31, Township 49 North, Range 3 East, Boise Meridian, in the City of Kellogg, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is also known as Tax Lot D00000315200 as shown on Instrument No. 410500. 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

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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 25, 2015

**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/Shoshone Medical Center

By: Jerry Brantz, Chief Financial and Operations Officer

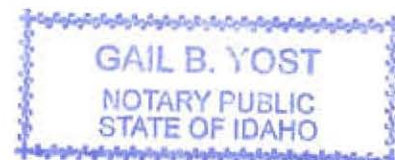
STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 26<sup>th</sup> day of March, 2015, before me, a Notary Public in and for said State, personally appeared, Jerry Brantz, known or identified to me to be the Chief Financial and Operations Officer for the Shoshone Medical Center, 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 Idaho  
Residing at: Pinehurst, ID  
My Commission Expires: 7-21-18

Dated, March 26, 2015.



March 25, 2015

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Mac Pooler

Holder/City of Kellogg

By: Mac Pooler, Mayor

STATE OF IDAHO )

COUNTY OF Shoshone ) ss.

On this 10<sup>th</sup> day of April, 2015, before me, a Notary Public in and for said State, personally appeared, Mac Pooler, known or identified to me to be the Mayor of the City of Kellogg 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.



Nila L. Jurkovich  
Notary Public for the State of Idaho  
Residing at: Osborne, ID  
My Commission Expires: 3/12/2018

Dated, 4/10, 2015.

March 25, 2015

1DEQ

By: **Curt Fransen**, Director

STATE OF IDAHO

)

)ss.

COUNTY OF

Ada

)

On this 20<sup>th</sup> day of April, 2015, 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.



Dated, April 16, 2015.

Christine Riggs

Notary Public for the State of Idaho

Residing at: Boise, ID

My Commission Expires: 10-18-2020

March 25, 2015

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EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF King )

On this 15<sup>th</sup> day of April, 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.

Candace H. Smith  
Notary Public for the State of Washington  
Residing at: Seattle, WA  
My Commission Expires: 10-1-2016

Dated, April 15, 2015.







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**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 Southwest Quarter (SW¼) of Section 31, Township 49 North, Range 3 East, B.M., in the City of Kellogg, Shoshone County, Idaho, described as follows:

Commencing at the Northwest corner of the West Shoshone Hospital District parcel as shown on that Record-Of-Survey Map recorded as Instrument No. 433699 with the Shoshone County Recorder; thence along the northerly line of said Hospital parcel, South 70°24'29" East, 94.75 feet to the **True Point of Beginning**;

1. thence leaving said northerly line, South 74°38'48" West, 131.96 feet to the westerly line of said Hospital parcel; the Point of Commencement bears North 29°39'31" East, 76.77 feet;
2. thence along said westerly line, South 29°39'31" West, 365.84 feet;
3. thence leaving said westerly line, North 61°50'32" East, 39.31 feet;
4. thence North 28°46'37" East, 220.78 feet;
5. thence North 47°06'28" East, 25.40 feet;
6. thence North 31°05'36" East, 38.19 feet to the beginning of a tangent 85.00-foot radius curve to the right;
7. thence along said curve through a central angle of 43°33'12", an arc length of 64.61 feet (the chord bears North 52°52'12" East, 63.07 feet);
8. thence North 74°38'48" East, 114.46 feet;
9. thence North 53°34'39" East, 12.68 feet to said northerly line of the Hospital parcel;
10. thence along said northerly line, North 70°24'29" West, 44.42 feet to the **True Point of Beginning**.

Contains 11,780 square feet (0.270 acres), more or less.

*(Affects Tax Lot D00000315200)*

Together with a parcel described as follows:

Commencing at the Northwest corner of the West Shoshone Hospital District parcel as shown on that Record-Of-Survey Map recorded as Instrument No. 433699 with the Shoshone County Recorder; thence along the westerly line of said Hospital parcel, South 29°39'31" West, 458.22 feet to the most easterly corner of that parcel described in that deed recorded in Instrument No.

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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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400123; thence along the northeasterly line of said parcel, North 55°01'23" West, 14.36 feet to the **True Point of Beginning**;


1. thence continuing along said northeasterly line, North 55°01'23" West, 10.30 feet to the most northerly corner of said parcel;
2. thence along the northwesterly line of said parcel, South 38°20'34" West, 23.05 feet;
3. thence leaving said northwesterly line, North 61°50'32" East, 25.79 feet to the **True Point of Beginning**.

Contains 119 square feet (0.003 acres), more or less.

*(Affects Tax Lot D00000315250)*

Bearings shown hereon are based on the City of Kellogg Coordinate System; distances shown are ground.



  
Kenneth Fisher, P.L.S.

  
Date



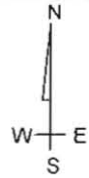
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49N03E31.45/5  
INST. #160460  
SCHOOL DISTRICT #391

P.O.C.  
NW CORNER OF  
HOSPITAL PARCEL

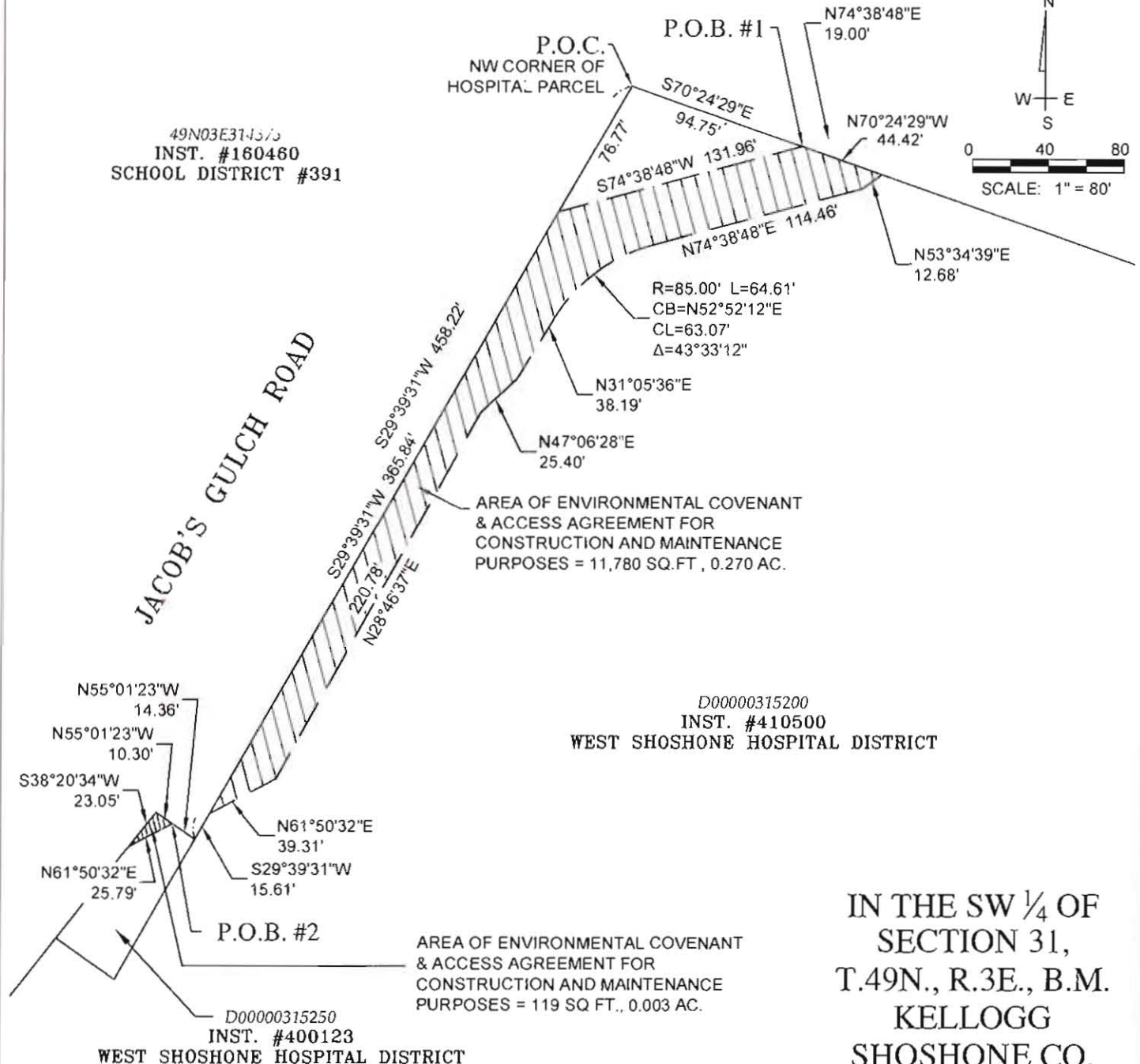
P.O.B. #1

N74°38'48"E  
19.00'



0 40 80  
SCALE: 1" = 80'

JACOB'S GULCH ROAD



IN THE SW ¼ OF  
SECTION 31,  
T.49N., R.3E., B.M.  
KELLOGG  
SHOSHONE CO.  
IDAHO

### NOTES

THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A., I.D.E.Q., AND THE CITY OF KELLOGG FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF JACKASS CREEK FOR REMEDY PROTECTION PURPOSES. THE PROPERTY LINE CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. BEARINGS SHOWN ARE BASED ON THE CITY OF KELLOGG COORDINATE SYSTEM; DISTANCES SHOWN ARE GROUND.



DRAWN BY: KF  
PROJECT NO: 14019-05-03  
DATE: 3/25/2015

EXHIBIT B

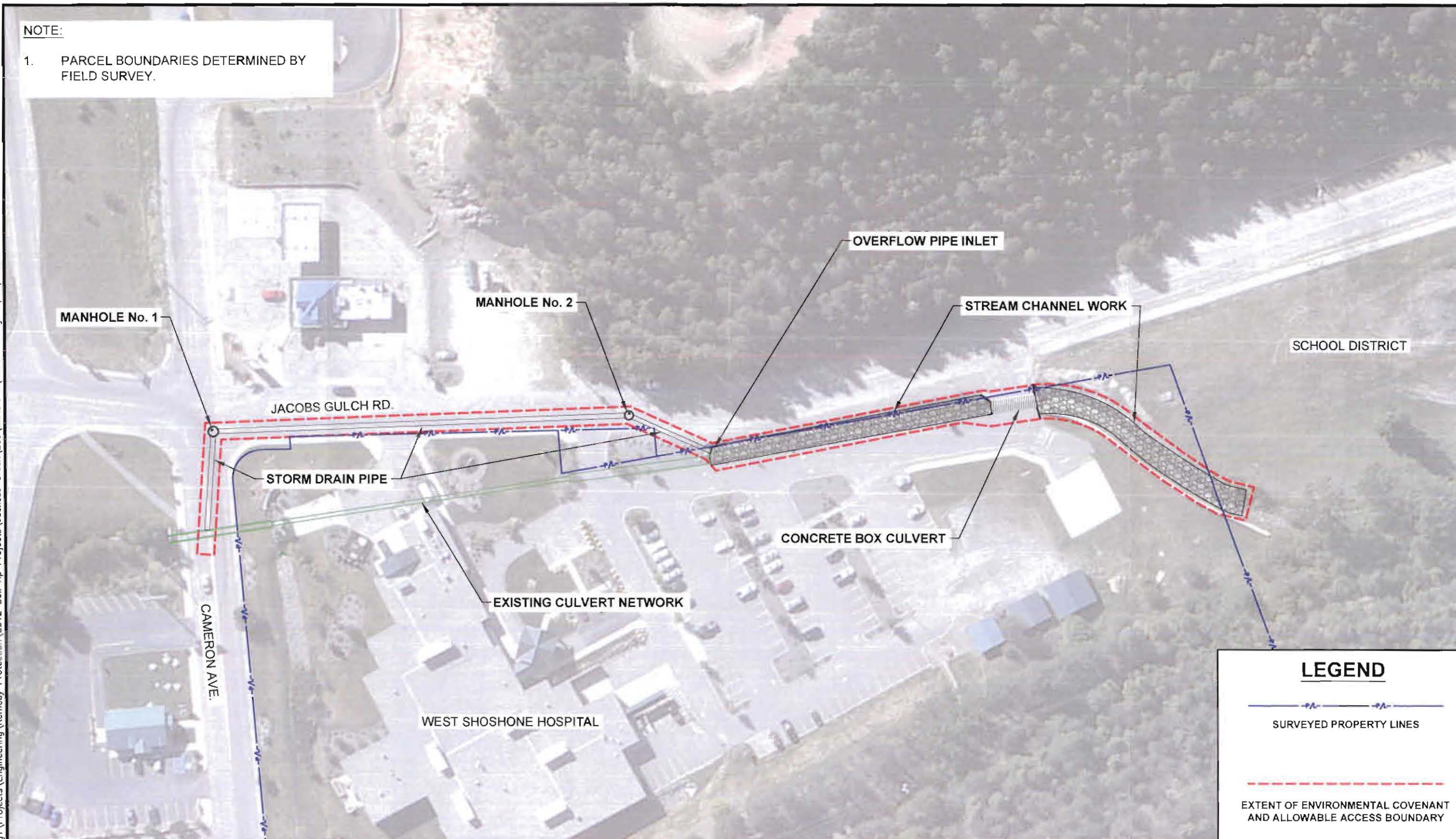
ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR  
CONSTRUCTION AND MAINTENANCE PURPOSES



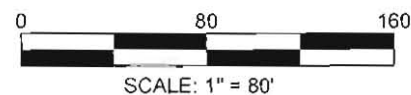
\\BARYE\Kellogg1\Projects\Engineering\Remedy Protection\2012 Box Rp Projects\Jackass Creek\ECs\Exhibit C.dwg 3/25/2015

**NOTE:**

1. PARCEL BOUNDARIES DETERMINED BY FIELD SURVEY.



FILE	SEE LEFT BORDER	REQUESTOR	S. BROWN
PRINT DATE	3/25/2015	PROJECT MANAGER	S. BROWN
PROJECT NUMBER	14019-05-03-01	DRAWN BY	J. WINKELSETH



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.

PROJECT NAME

**JACKASS CREEK REMEDY  
PROTECTION PROJECT**

**EXHIBIT C**



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**Instrument # 480892**

WALLACE, SHOSHONE COUNTY, IDAHO

4-29-2015 12:35:00 PM No. of Pages: 10

Recorded for : TERRAGRAPHS ENVIRONMENTAL ENG

PEGGY DELANGE-WHITE Fee: 37.00

Ex-Officio Recorder Deputy *Bamini*

Index to: ENVIRONMENTAL COVENANT

2015 APR 29 PM 12 35