

Recording Requested By and
When Recorded Return to:

481624

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 Peggy Zingler, PR of the estate of Robert E. Bumpus (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 # A00000344600 (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 May 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, 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: Peggy Zingler, PR of the Estate of Robert E. Bumpus

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 3 day of April, 2015, before me, a Notary Public in and for said State, personally appeared, Peggy Zingler, known or identified to me to be the PR of the Estate of Robert E. Bumpus 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: Osburn, ID
My Commission Expires: 1-16-2020

Dated, 3, April, 2015.

Don Kotschevar

Holder

By: Don Kotschevar

Mayor, City of Mullan

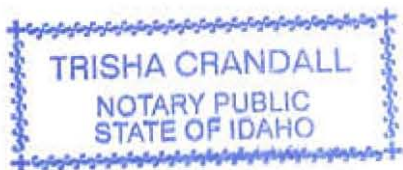
STATE OF IDAHO)

)ss.

COUNTY OF Shoshone)

On this 10 day of June, 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/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.



Trisha Crandall

Notary Public for the State of Idaho

Residing at: Mullan, ID

My Commission Expires: 3/17/2020

Dated, 6-10, 2015.

February 19, 2015

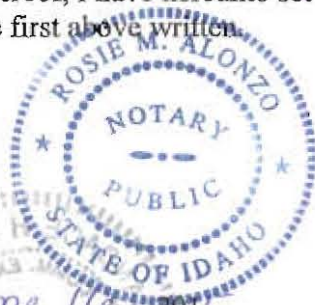
481624

Jess Byrne
IDBQ
By: Jess Byrne, Interim Director

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 16 day of June, 2015, before me, a Notary Public in and for said State, personally appeared, Jess Byrne, known or identified to me to be the Interim 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, ID
My Commission Expires: 11/21/2020

Dated, June 16, 2015.

481624

Mill Road

February 19, 2015


EPA


By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.

COUNTY OF King)

On this 1st day of July, 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, July 1, 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 Southwest Quarter (SW¼) 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:

Beginning at a point on the northerly right-of-way line of Mill Road, as shown on that Record-Of-Survey of Short Plat # 71-97 (called the Bumpus Short Plat), recorded as Instrument No. 379537 with the Shoshone County Recorder; said Mill Road is also shown on that Record-Of-Survey recorded as Instrument No. 479514; a 1/2" rebar with a yellow plastic cap marked, "J.C. Pfahl PLS 4458", at the southwest corner of the RV Park of said Bumpus Short Plat, bears South 69°44'23" West, 53.00 feet (the record bearing shown on said plat is South 69°44'00" West);

1. thence leaving said northerly right-of-way line, North 41°12'34" West, 47.00 feet to the terminus of this centerline.

Contains 470 square feet (0.011 acres), more or less.

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

(Affects Tax Lot A00000344600)



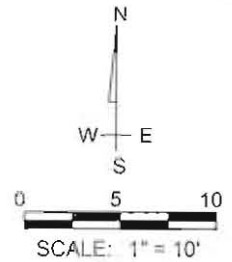
Kenneth Fisher

Kenneth Fisher, P.L.S.

2/17/15

Date

481624



48N05E344500
INST. #441836
Z STORAGE LLC

A00000344600
INST. #352498
BUMPUS

RV PARK
BUMPUS SHORT PLAT 71-87
RECORD OF SURVEY
INST. #379537
&
RECORD OF SURVEY
INST. #479514

AREA OF ENVIRONMENTAL COVENANT
& ACCESS AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE
PURPOSES = 470 SQ.FT.

P.O.B.

S69°44'23"W 53.00'
S69°44'00"W (RECORD)

MILL ROAD

FD. 1/2" IR W/YPC,
"J.C. PFAHL PLS 4458"

IN THE SW ¼ OF
SECTION 34,
T.48N., R.5E., B.M.
MULLAN
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 MULLAN FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A STORM DRAINAGE SYSTEM. THE PARCEL CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED UPON A GPS SURVEY (NAD83 [2011]), USING IDAHO STATE PLANE COORDINATES, WEST ZONE; DISTANCES SHOWN ARE GROUND.



TerraGraphics
Environmental Engineering, Inc.

DRAWN BY:	KF
PROJECT NO:	14122-03
DATE	2/3/2015

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

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.



TerraGraphics
Environmental Engineering, Inc.
www.TerraGraphics.com

FILE
Map00000344600_Bumpus
PRINT DATE
2/17/2015
PROJECT NUMBER
14122-03-01

REQUESTOR
J. Price
PROJECT MANAGER
D. McCracken
CARTOGRAPHER
J. Gilley

PROJECT NAME
Mill Road
Remedy Protection
Project

EXHIBIT C:
**Environmental Covenant & Access
Agreement (ECAA) Boundary**

481624

Instrument # 481624

WALLACE, SHOSHONE COUNTY, IDAHO

7-13-2015 01:19:00 PM No. of Pages: 9

Recorded for : TERRAGRAPHS ENVIRON ENG.

PEGGY DELANGE-WHITE Fee: 34.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

2015 JUL 13 PM 1 19