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When Recorded Return to:

DEPT. OF ENVIRONMENTAL QUALITY  
WASTE PROGRAM  
478340

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 the City of Pinehurst (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of 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 5, Township 48 North, Range 2 East, Boise Meridian, in the City of Pinehurst, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is located south of the Fairview Avenue right of way, and east of the right of way line of 'D' Street. 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).

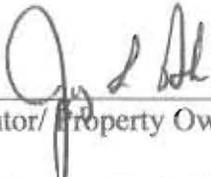
**Partial Invalidity.** If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

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**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: Mayor, City of Pinehurst

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 25 day of July, 2014, before me, a Notary Public in and for said State, personally appeared, Jay Huber known or identified to me to be the Mayor, City of Pinehurst 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.

Carla Ross  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Pinehurst, ID  
My Commission Expires: 8/26/2016

Dated, July 25, 2014.



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*J. Huber*

Holder  
By: Mayor, City of Pinehurst

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 25 day of July, 2014, before me, a Notary Public in and for said State, personally appeared Jay Huber, known or identified to me to be the Mayor of the City of Pinehurst, 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.

*Carla Ross*

Notary Public for the State of Idaho  
Residing at: Pinehurst, ID  
My Commission Expires: 8/26/2016

Dated, July 25, 2014.



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*CF*

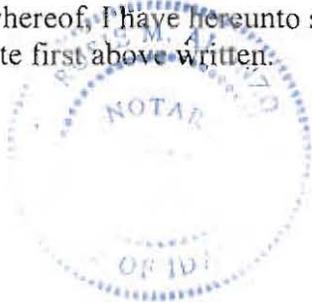
IDEQ

By: Curt Fransen, Director

STATE OF IDAHO )  
 )ss.  
COUNTY OF Ada )

On this 24 day of July, 2014, 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. Alongo  
Notary Public for the State of Idaho  
Residing at: Pampa, ID  
My Commission Expires: 11/30/2015

Dated, July 24, 2014.

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EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 10<sup>th</sup> day of July, 2014, 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, Washington

My Commission Expires: 10-1-2016

Dated, 10<sup>th</sup> July, 2014.





**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 5, Township 48 North, Range 2 East, B.M., in the City of Pinehurst, Shoshone County, Idaho, described as follows:

A strip of land lying southerly of the south right-of-way line of Fairview Avenue, easterly of the east right-of-way line of 'D' Street (as it is shown on the official plat of Gibson Townsite on file with the Shoshone County Recorder as Instrument No. 104306), westerly of the west line of Lots 1 & 2, Block 1, of Woodland Subdivision, Third Addition (as shown on the official plat on file with the Shoshone County Recorder as Instrument No. 225357), and northerly of the north line of that parcel on land described in that deed on file with the Shoshone County Recorder as Instrument No. 418475.

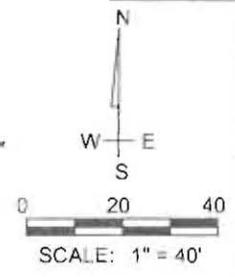
Contains 3,970 square feet (0.091 acres), more or less.



*Kenneth Fisher*  
Kenneth Fisher, P.L.S.

5/8/14  
Date

FAIRVIEW AVENUE



GIBSON  
TOWNSITE  
INST. #104306  
  
BLOCK D

'D' STREET

G08000010010  
INST. #461046  
NEARING FAMILY  
TRUST

1

AREA OF ENVIRONMENTAL COVENANT &  
ACCESS AGREEMENT FOR  
CONSTRUCTION AND MAINTENANCE  
PURPOSES = 3,970 SQ.FT.

G08000010020  
INST. #475019  
KOHAL

2

WOODLAND  
SUBDIVISION  
THIRD  
ADDITION  
INST. #225357

BLOCK 1

CAMUS  
STREET

G00000056860  
INST. #418475  
GRIGG

UNDERWOOD  
AVENUE

IN THE SW 1/4 OF  
SECTION 5,  
T.48N., R.2E., B.M.  
PINEHURST  
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 PINEHURST FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF LITTLE PINE CREEK FOR REMEDY PROTECTION PURPOSES. THE LOT AND BLOCK CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. BEARINGS SHOWN ARE NAD83 (2011) GRID; DISTANCES SHOWN ARE GROUND.



DRAWN BY:	KF
PROJECT NO:	13031-05-02
DATE:	2/25/2014

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



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**Instrument # 478340**

WALLACE, SHOSHONE COUNTY, IDAHO

8-16-2014 12:44:00 No. of Pages: 9

Recorded for : TERRAGRAPHICS ENVIRONMENTAL ENG.

PEGGY DELANGE-WHITE Fee: 34.00

Ex-Officio Recorder Deputy

Under to: ENVIRONMENTAL GOVERNMENT



2014 AUG 15 PM 12 44