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June 2019

Recording Requested By and
When Recorded Return to:

Instrument # 500576
WALLACE, SHOSHONE COUNTY, IDAHO
8-27-2019 12:12:28 PM No. of Pages: 13
Recorded for : ALTA SCIENCE & ENGINEERING
TAMIE EBERHARD Fee: 46.00
Ex-Officio Recorder Deputy *S. Featherstone*
Index to: ENVIRONMENTAL COVENANT

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 Greg & Carmen Saranto (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), and the Idaho Department of Environmental Quality ("Department") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, as the current property owner grants this Environmental Covenant to all signatories to this instrument. Grantor is also the "Holder" of this Environmental Covenant.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as shown in Exhibit "D" (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.

Property Ownership. Grantor hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Grantor has the power and authority to enter into this Environmental Covenant.

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 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.
3. **Maintenance and Repair.** Current and future owners of the Property shall be responsible for maintenance and repair of the Work to ensure the integrity or protectiveness of the remedy protection measures taken on the Property.

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 or EPA's rights herein granted.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration, Amendment and/or Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

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).

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

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.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.


Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

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: Greg Saranto

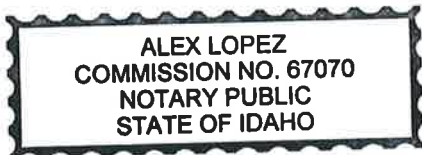



Grantor/Property Owner
By: Carmen Saranto

STATE OF IDAHO)
)ss.
COUNTY OF Kootenai)

On this 12th day of July, 2019, before me, a Notary Public in and for said State, personally appeared, Greg & Carmen Saranto, known or identified to me to be the property owners 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: Boise, Idaho ID
My Commission Expires: 1/29/2022

Dated, July 12, 2019

600576

June 2019

John H. Tippet
ID EQ
By: John Tippet, Director

7/23/2019

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 23 day of July, 2019, before me, a Notary Public in and for said State, personally appeared, John Tippet, 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.

Paula J. Wilson
Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 9/23/23

Dated, July 23, 2019.





Science & Engineering, Inc.

LEGAL DESCRIPTION

**Environmental Covenant and Access Agreement
for Construction and Maintenance Purposes
(Greg and Carmen Saranto)**

All that real property lying within the Josie and Chief Lodes of Mineral Survey No. 759, Plat approved in 1889, and lying within the un-surveyed Section 18 in Township 48 North, Range 5 East, Boise Meridian, Shoshone County, Idaho, described as follows:

ALL THAT PORTION lying within the Warranty Deed recorded as Instrument Number 445003 on 5/9/2008, and also lying within Lot 20 of Block 2 shown as "LOT 2-20" on the Corrected Amended Plat of Gem Townsite Record of Survey recorded as Instrument Number 340864 in 1990, filed in the records of said County, and lying within the following described Remedy Protection Limits:

COMMENCING at a 1/2" rebar with an illegible yellow plastic cap about 1' below grade at the northwest corner of Lot 14 in Block 5 shown as "LOT 5-14" on said Record of Survey filed as Instrument Number 445003, which bears North 44° 58' 49" East a distance of 4864.98 feet, from a 5/8" rebar with a yellow plastic cap marked PLS 4997 set in concrete, approximately 48' east of the SH-4 centerline and 55' north of a power pole north of the main entrance to the Lower Burke Canyon Repository in the Northeast 1/4 of Section 24 in Township 48 North, Range 4 East, Boise Meridian;

Thence North 59° 20' 18" East a distance of 152.13 feet, to a 1/2" rebar with no cap at grade at the southwest corner of Lot 21 in Block 2 shown as "LOT 2-21" on said Record of Survey filed as Instrument Number 445003;

Thence, South 48° 00' 12" West a distance of 1.35 feet, to the **POINT OF BEGINNING**;

Thence, North 31° 22' 21" West a distance of 121.71 feet;

Thence, North 00° 20' 06" East a distance of 37.03 feet;

Thence, North 29° 51' 47" East a distance of 18.62 feet;

Thence, North 17° 19' 59" East a distance of 17.00 feet;

Thence, North 72° 40' 01" West a distance of 24.00 feet;

alta-se.com

220 East Fifth Street
Suite 325
Moscow, Idaho 83843
208-882-7858

1220 Big Creek Road
Suite A
Kellogg, Idaho 83837
208-786-1206

988 South Longmont Avenue
Suite 200
Boise, Idaho 83706
208-336-7080

Thence, South 17° 19' 59" West a distance of 22.00 feet;

Thence, South 15° 31' 41" East a distance of 19.16 feet;

Thence, South 00° 20' 06" West a distance of 39.87 feet;

Thence, South 31° 22' 21" East a distance of 123.75 feet;

Thence, South 22° 08' 25" East a distance of 99.09 feet;

Thence, North 67° 51' 35" East a distance of 10.00 feet;

Thence, North 22° 08' 25" West a distance of 99.89 feet, to the **POINT OF BEGINNING**;

Containing the following areas, more or less:

Net Area: 0.052 Acres (2260 SF), within said Instrument Number 445003

Gross Area: 0.077 Acres (3375 SF), total as described

SUBJECT TO all easements, agreements, and provisions of record or disclosed.

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System, West Zone, NAD83 (2011) with a convergence angle of $-0^{\circ}05'03''$ and a combined scale factor of 0.99978039. Distances shown are at GRID.

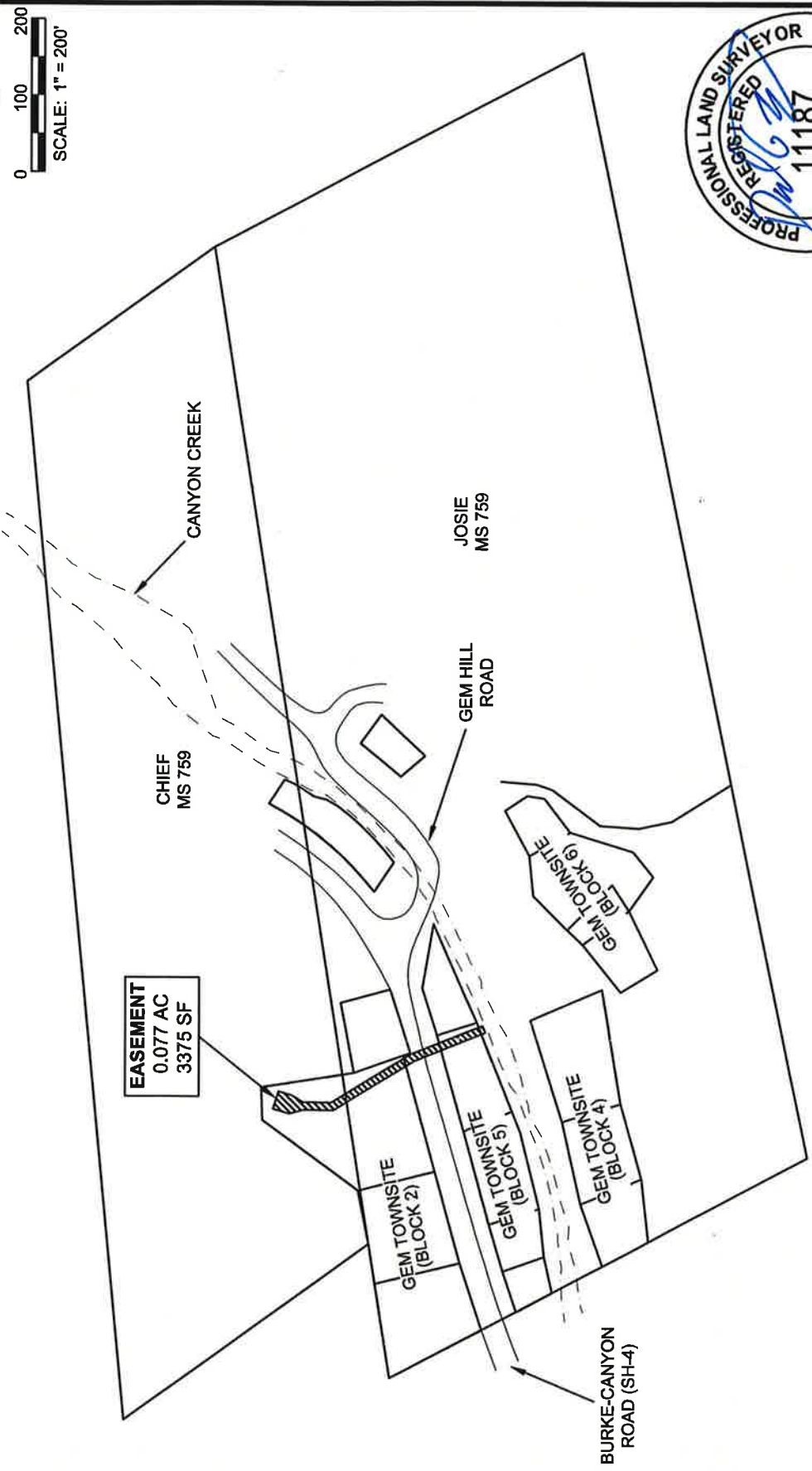
End of Description.



500576

EXHIBIT B

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83 (2011). DISTANCES ARE AT GRID IN THE UN-SURVEYED SECTION 18, T48N, R5E, B.M.



Page 1

FIGURE: GEM AREA ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES

EXHIBIT B

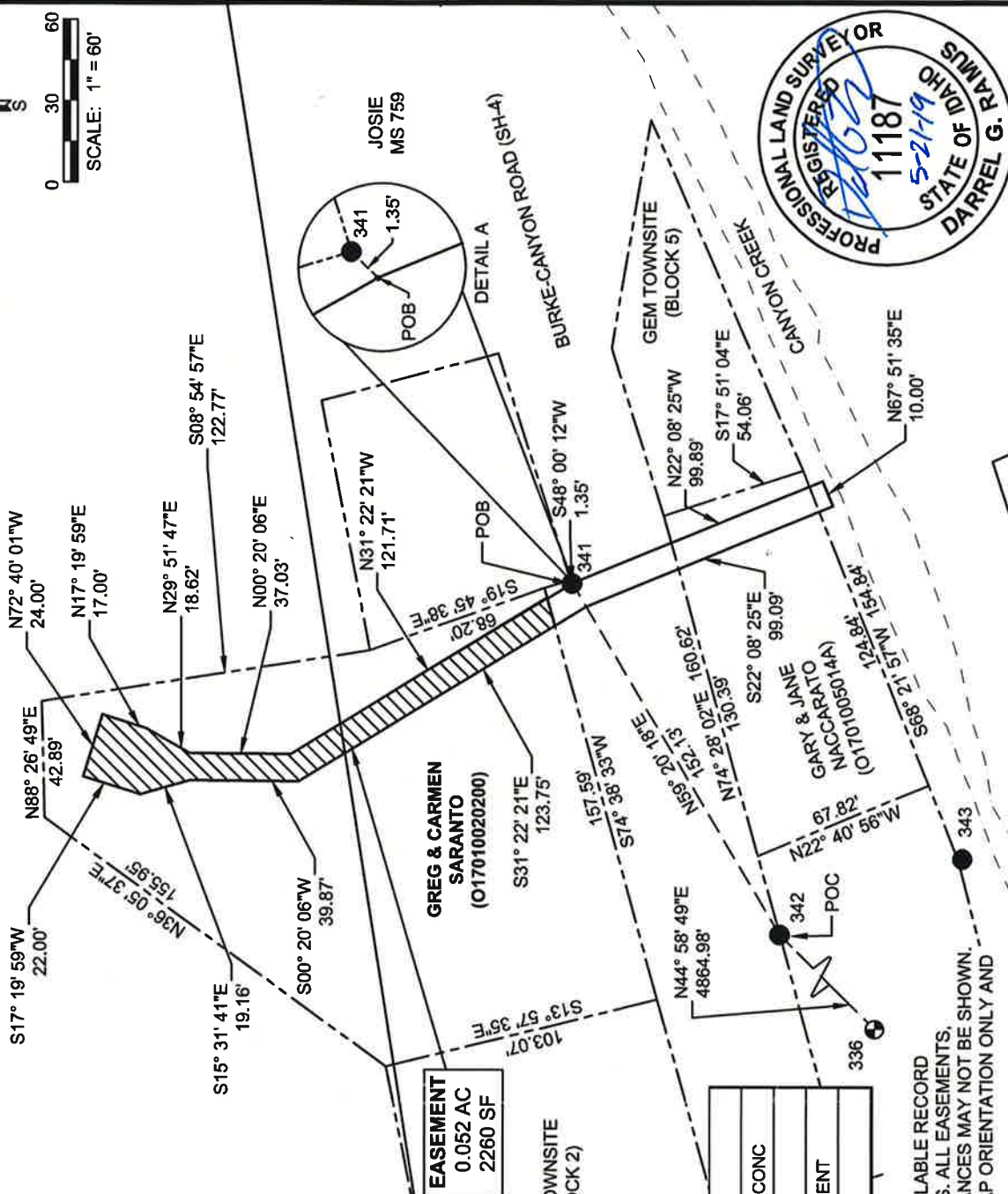
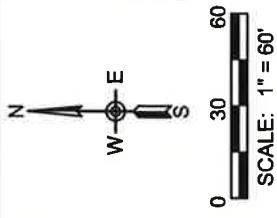
DRAWN BY: B. ROLLINS
PROJECT NO.: 19010-30-40
DATE: 5/21/2019

Alta
Science & Engineering, Inc.

NOTES:
1. BOUNDARY LINES ARE BASED ON AVAILABLE RECORD DOCUMENTS AND FOUND MONUMENTS. ALL EASEMENTS, EXCEPTIONS AND OTHER ENCUMBRANCES MAY NOT BE SHOWN.
2. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.

EXHIBIT B

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83 (2011). DISTANCES ARE AT GRID IN THE UN-SURVEYED SECTION 18, T48N, R5E, B.M.



POINT	DESCRIPTION
336	MON RB 5/8" YPC PLS 4997 IN CONC
341	MON RB 1/2" NO ID
342	MON RB 1/2" YPC ILLEGIBLE BENT
343	MON RB 1/2" YPC PLS 4458

NOTES:
 1. BOUNDARY LINES ARE BASED ON AVAILABLE RECORD DOCUMENTS AND FOUND MONUMENTS. ALL EASEMENTS, EXCEPTIONS AND OTHER ENCUMBRANCES MAY NOT BE SHOWN.
 2. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.

DRAWN BY: B. ROLLINS
 PROJECT NO.: 19010-30-40
 DATE: 5/21/2019



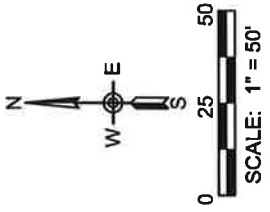
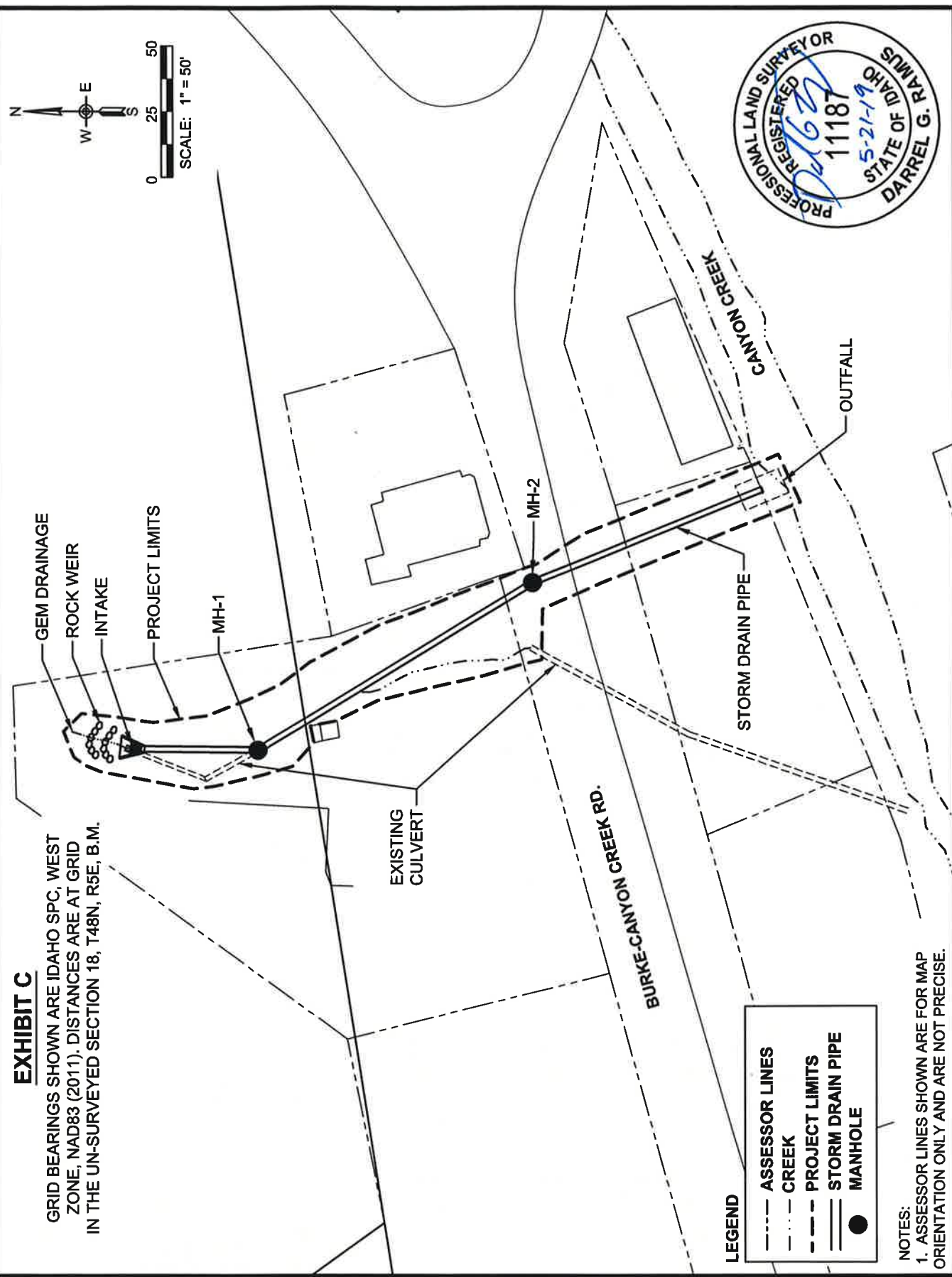
EXHIBIT B

FIGURE: GEM AREA
 ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES

500576

EXHIBIT C

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83 (2011). DISTANCES ARE AT GRID IN THE UN-SURVEYED SECTION 18, T48N, R5E, B.M.



LEGEND

- ASSESSOR LINES
- - - CREEK
- - - PROJECT LIMITS
- STORM DRAIN PIPE
- MANHOLE

NOTES:
 1. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.

DRAWN BY:	DPBLR
PROJECT NO.:	19010-90
DATE:	5/21/2019

FIGURE:

Alta
Science & Engineering, Inc.

**GEM DRAINAGE REMEDY PROTECTION - BURKE, ID
 ENVIRONMENTAL COVENANT MAP**

445003
WARRANTY DEED

CK
GS

Order No.: 2040806309MH

FOR VALUE RECEIVED

Robert Kilmer and Pamela Kilmer, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Greg Saranto and Carmen Saranto, Husband and Wife

whose current address is 130 King St
Wallace, ID 83873

the grantee(s), the following described premises, in Shoshone County, Idaho, TO WIT:

A tract of land known as Lot 20 of Block 2 of Gem Townsite as per Record of Survey Instrument No. 338992, located in the Chief Lode and the Josie Lode of Mineral Survey 759, unsurveyed Section 18, Township 48 North, Range 5 East B.M., Shoshone County, Idaho; more particularly described as follows:

Beginning at a point from whence Corner 6 of the Chief Lode Mineral Survey 759 bears South 78°26'12" West, a distance of 72.41 feet; thence

North 35°55'18" East, a distance of 155.95 feet to a point; thence

North 88°16'30" East, a distance of 42.89 feet to a point; thence

South 09°05'16" East, a distance of 122.77 feet to a point; thence

South 19°55'53" East, a distance of 68.20 feet to a point; thence

South 74°28'07" West, a distance of 157.59 feet to a point; thence

North 14°08'07" West, a distance of 103.07 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 7, 2008

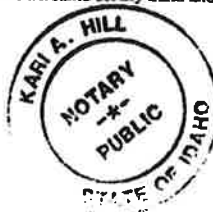
[Signature]
Robert Kilmer

[Signature]
Pamela Kilmer

State of Idaho)
County of Shoshone)ss

On this 9th day of May 2008, before me, a Notary Public in and for said state, personally appeared Robert Kilmer + Pamela Kilmer known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged to me that they executed 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. 445003



[Signature]
Notary Public for the State of Idaho
Residing at: Wallace
Commission Expires: 7/14/11

Instrument # 445003
WALLACE, SHOSHONE COUNTY, IDAHO
5-8-2008 02:27:00 No. of Pages: 1
Recorded for: ALLIANCE TITLE
PEGGY DELANGE-WHITE Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

2008 MAY 9 PM 2 27