

486835

Mill Creek

August 2016

Recording Requested By and
When Recorded Return to:

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 Jacqueline Miller (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the 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 # A01000090030 (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 they are 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, Grantors 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 1, 2016 to December 31, 2017, 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, Grantors, 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.

Grantors Use of the Property. Except as provided herein, Grantors 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 Grantors 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: Jacqueline Miller


Owner

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 29 day of August, 2016, before me, a Notary Public in and for said State, personally appeared, Jacqueline Miller, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they 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: Millan, ID
My Commission Expires: 3-7-2020

Dated, August 29th, 2016.

486835



Holder

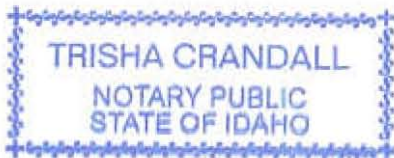
By: Don Kotschevar

Mayor, City of Mullan

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 29 day of August, 2016, 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.




Notary Public for the State of Idaho
Residing at: Mullan ID
My Commission Expires: 3-7-2020

Dated, August 29, 2016.

Project

486835

Date

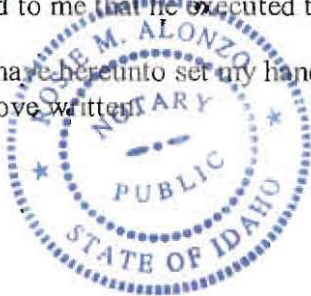
IDEQ

By: John H. Tippetts, Director

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 13 day of September, 2016, before me, a Notary Public in and for said State, personally appeared, John H. Tippetts, 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.



Rose M. Alonzo
Notary Public for the State of Idaho
Residing at: Pampa, Idaho, ID
My Commission Expires: 11/21/2020

Dated, September 13, 2016

Mill Creek

480835

Cami Grandinetti

EPA

By: Cami Grandinetti, Manager Remedial Cleanup Program, Office of Environmental Cleanup

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 21st day of September, 2016, before me, a Notary Public in and for said State, personally appeared, Cami Grandinetti, known or identified to me to be the Manager of Remedial 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, Sept 21, 2016.



EXHIBIT A
LEGAL DESCRIPTION
FOR
An Environmental Covenant and Access Agreement for Construction and
Maintenance Purposes

All that real property being a portion of Lot 3, Block 9, of the Village of Mullan (as shown on the official plat by Irving Anderson dated August 21, 1914), in the Northeast Quarter (NE¼) of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, Idaho, described as follows:

Beginning at a point on the South line of said Lot 3, from which the southwest corner of said lot bears South 76°35'00" West, 37.74 feet;

1. thence along said South line, North 76°35'00" East, 34.88 feet;
2. thence leaving said South line, North 03°43'11" West, 12.60 feet;
3. thence North 16°51'16" West, 12.60 feet to the North line of said Lot 3;
4. thence along said North line, South 76°35'00" West, 34.55 feet;
5. thence leaving said North line, South 09°32'09" East, 25.06 feet to the **Point of Beginning**.

Contains 886 square feet (0.020 acres), more or less.

Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(Epoch: 2010.00); distances shown are ground.

(Affects Tax Lot A01000090030)



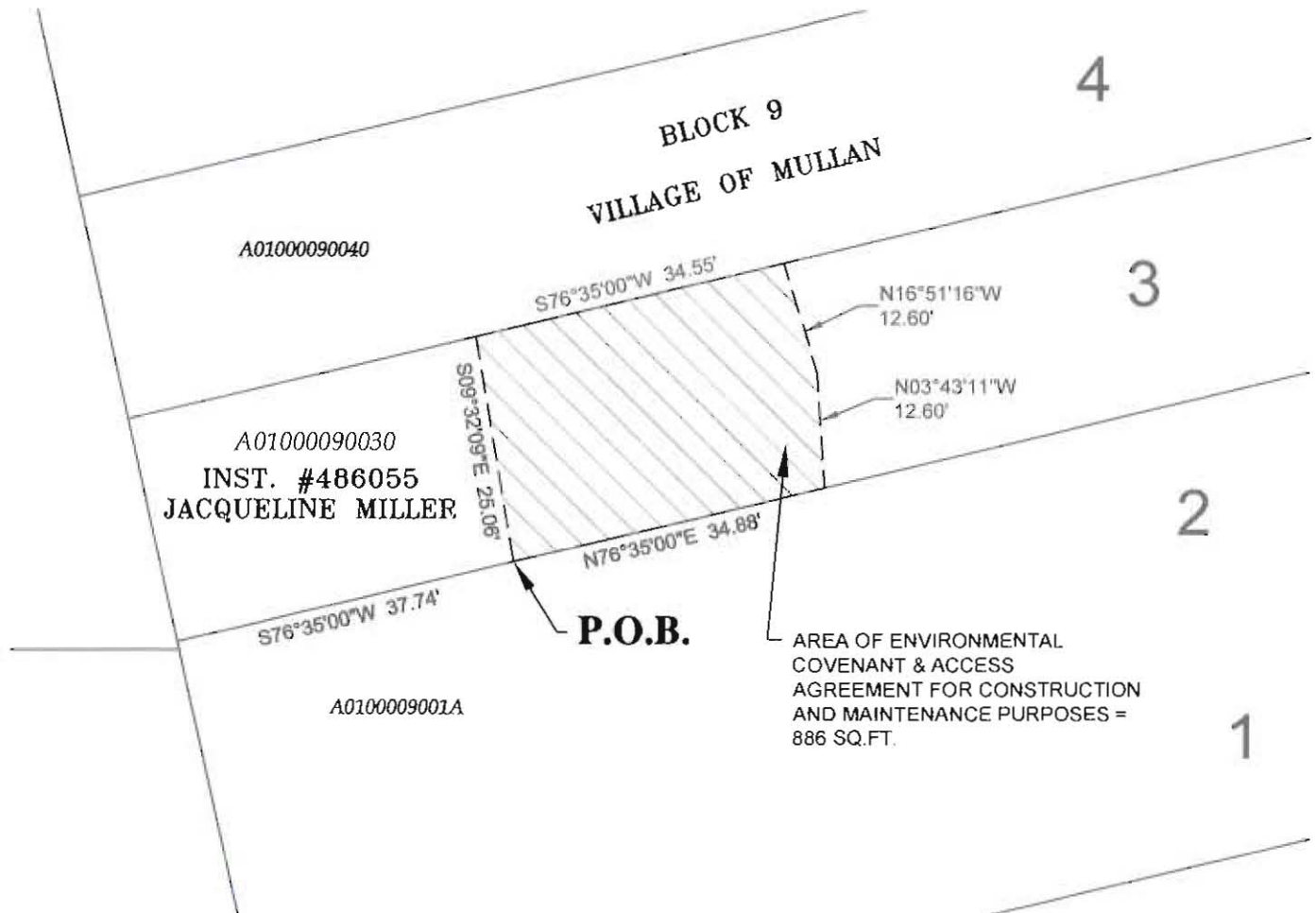
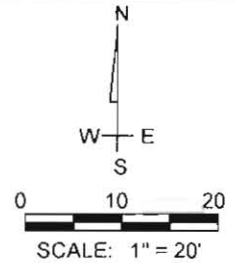
Kenneth Fisher, P.L.S.



Date

486835

BEING A PORTION OF THE
NE $\frac{1}{4}$ 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 FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF MILL CREEK FOR REMEDY PROTECTION PURPOSES. THE PROPERTY CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH2010); DISTANCES SHOWN ARE GROUND.



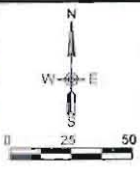
DRAWN BY: KF
PROJECT NO: 16006-02-02
DATE: 8/16/2016

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

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- LEGEND:**
- MILL CREEK THALWEG
 - EXISTING OVERFLOW PIPE
 - EXISTING FEATURE
 - DESIGN FEATURE
 - MULLAN PLAT LINES
 - - - EXTENT OF ENVIRONMENTAL COVENANT AND ALLOWABLE ACCESS BOUNDARY

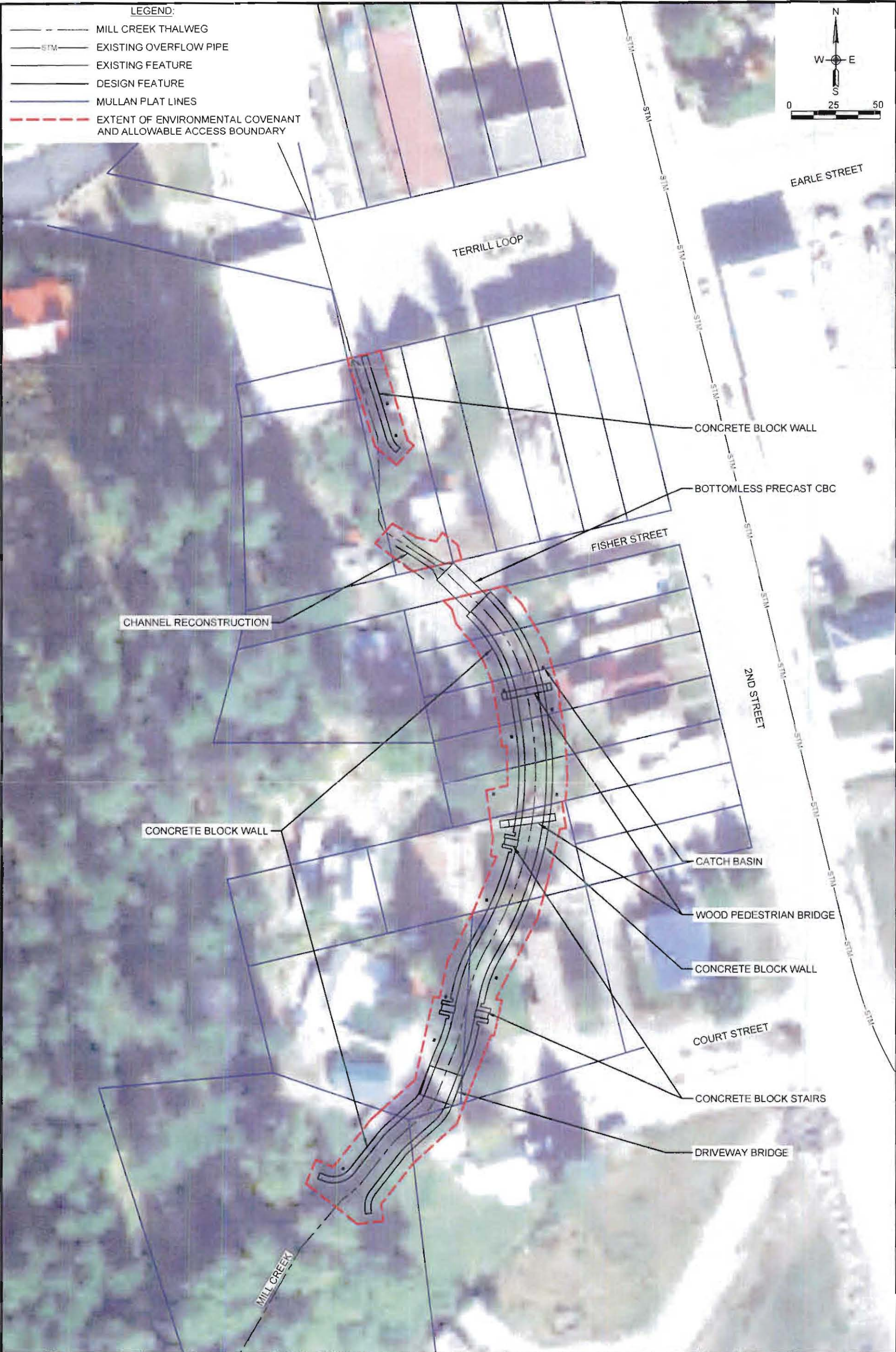


B:\Engineering\046 Truck\Remedy Protection Design\Mill Creek & S. 2nd\DWG\DWG\ExhibitC.dwg 4/14/2016



COORDINATE SYSTEM NAD 83 U.S. FT. WEST	MILL CREEK	EXHIBIT C SOUTH	PROJECT NO. M006-02
SCALE AS NOTED	REMEDY PROTECTION		DATE 4/14/2016
DRAWN BY C. HALEY			SHEET 1 OF 1
ENGINEER D. GALEN			

486835



P:\Engineering\Cda Trust\Remedy Protection Design\Mill Creek & S. 2nd\CAD\DWG\Exhibits\ECs_MillCreek_ExhibitC.dwg 4/14/2016



COORDINATE SYSTEM:	ISP NAD 83 US FT, WEST
SCALE:	AS NOTED
DRAWN BY:	C. HALEY
ENGINEER:	D. GILLEN

MILL CREEK
REMEDY PROTECTION

EXHIBIT C
SOUTH

PROJECT NO.	18006-02
DATE	4/14/2016
SHEET.	1 OF 1

Instrument # 486835

WALLACE, SHOSHONE COUNTY, IDAHO
9-29-2016 10:12:00 AM No. of Pages: 10
Recorded for : TERRAGRAPHERS
PEGGY DELANGE-WHITE Fee: 37.00
Ex-Officio Recorder Deputy
Index to: ENVIRONMENTAL COVENANT

[Handwritten signature]

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