

Recording Requested By and  
When Recorded Return to:

486832

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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 John R. Andrasko (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 # A0100034008A (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 30, 2016 to December 31, 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, 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: John R. Andrasko


Owner

STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 22 day of June, 2016, before me, a Notary Public in and for said State, personally appeared, John Andrasko, known or identified to me to be the Owner and the person 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: Osburn, ID  
My Commission Expires: 6-16-2020

Dated, June 22, 2016.

Don Kotschevar

Holder

By: Don Kotschevar

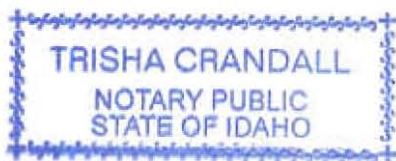
Mayor, City of Mullan

STATE OF IDAHO )

COUNTY OF Blaine ) ss.

On this 11 day of July, 2016, before me, a Notary Public in and for said State, personally appeared, Don Kotschevar, known or identified to me to be 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: 3-7-2020

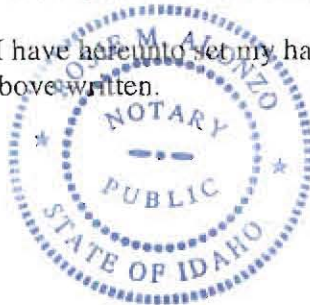
Dated, July 11<sup>th</sup>, 2016.


  
IDEQ  
By: John H. Tippetts, Director

STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF Ada                    )

On this 10 day of August, 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.



  
Notary Public for the State of Idaho  
Residing at: Dampa, ID, ID  
My Commission Expires: 11/21/2020

Dated, August 10, 2016

Cami Grandinetti

EPA

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 21<sup>st</sup> 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.

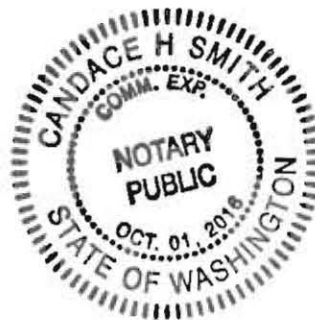
Candace H Smith

Notary Public for the State of  
Washington Residing at:

Seattle, Washington

My Commission Expires: 10-1-2016

Dated, 9-21-, 2016.



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


All that real property being a portion of Lot 8, Block 34, 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:

The south twenty feet (20.00 feet as measured along the sidelines) of said Lot 8.

Contains 598 square feet (0.014 acres), more or less.

*(Affects Tax Lot A0100034008A)*



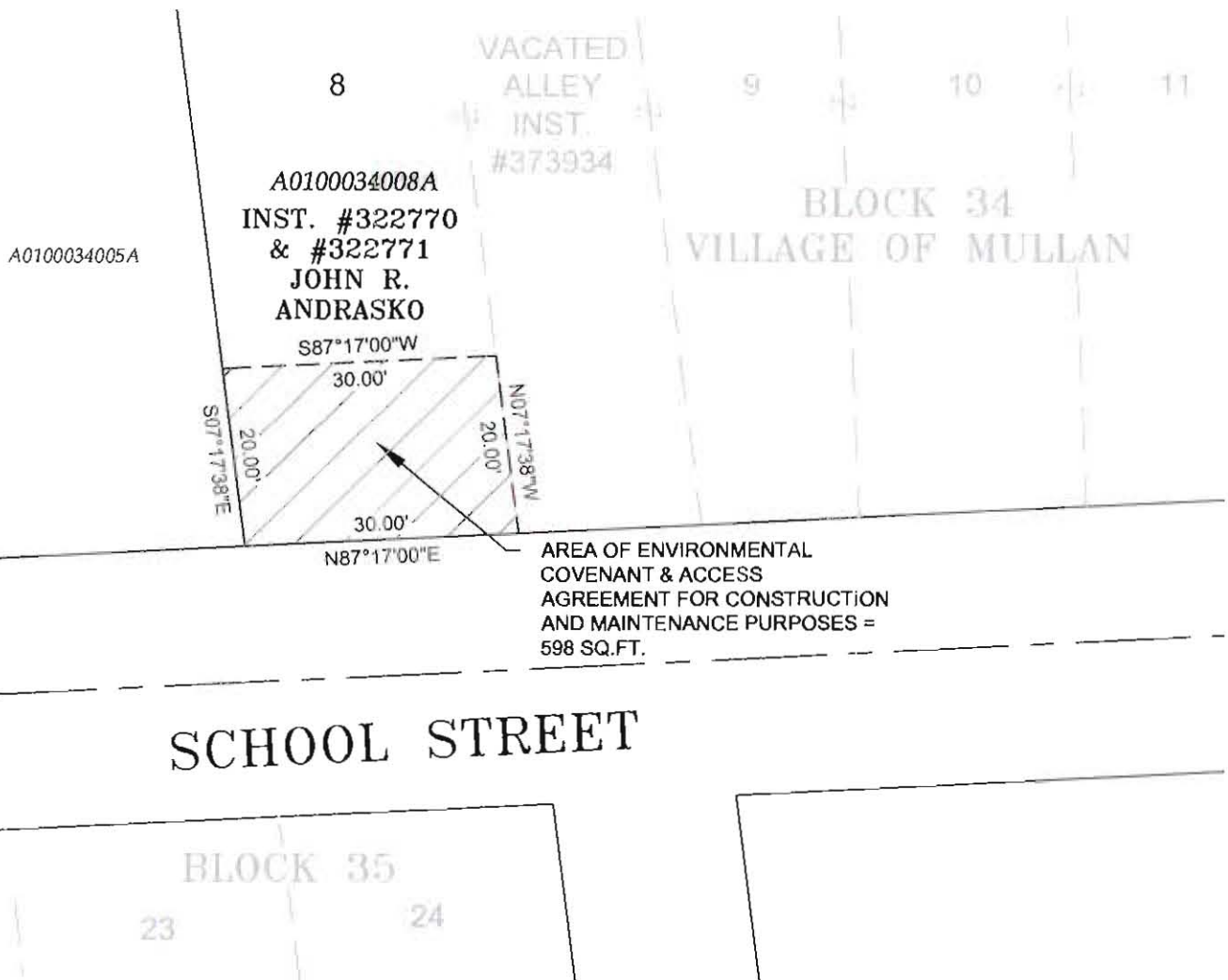
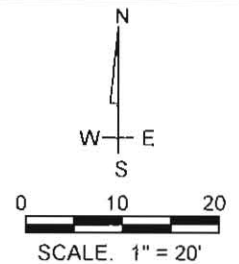
  
\_\_\_\_\_  
Kenneth Fisher, P.L.S.

5/18/16  
\_\_\_\_\_  
Date



486832

BEING A PORTION OF THE  
NE 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 FOR CONSTRUCTION AND MAINTENANCE PURPOSES FOR REMEDY PROTECTION PURPOSES. THE PROPERTY CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. BEARINGS & DISTANCES SHOWN ARE BASED ON THE OFFICIAL PLAT OF THE VILLAGE OF MULLAN BY IRVING ANDERSON DATED AUGUST 21, 1914.



|             |             |
|-------------|-------------|
| DRAWN BY:   | KF          |
| PROJECT NO: | 16006-03-02 |
| DATE        | 5/19/2016   |

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.

A0100029010A  
Jack E. and  
Marie G. Douglas

A010003002AA  
Donald S. Polla

A0100030002A  
Ninette Reitz

RIVER ST

A0100034003A  
Forrest and Nellie  
M. Greenfield

A0100034001A  
R. Berneice  
Trogden

A0100034005A  
Trustee, Betty  
Murinko Living Trust

A0100034008A  
John R.  
Andrasko

A0100034013A  
Peter R.  
Dufresne, Jr.

A0100034015A  
Peter R.  
Dufresne

FIFTH ST

SCHOOL ST

COPPER ST

A0100035001A  
Peter R. Dufresne  
and John Andrasko

A0100035017A  
Steven Hall

PARK ST

A0100035013A  
Silver Valley Rental  
Properties c/o Steven G. Hall

A0100035009B  
Steve  
Hall

A0100035009A  
State of  
Idaho

A0100035009C  
State of Idaho

### Legend

- ECAA Boundary
- Parcels

1:600

1 inch = 50 feet

0 25 50 Feet



**TerraGraphics**  
Environmental Engineering, Inc.  
www.TerraGraphics.com

|                |  |                 |              |
|----------------|--|-----------------|--------------|
| FILE           | isohelRemedyPrograms\0025<br>ECAA_Silver_Valley\01160526.mxd | REQUESTOR       | J. Price     |
| PRINT DATE     | 5/26/2016  | PROJECT MANAGER | D. McCracken |
| PROJECT NUMBER | 16006-03-02  | CARTOGRAPHER    | J. Gilley    |

PROJECT NAME  
Copper St. & Boulder Cr.  
Remedy Protection  
Project

EXHIBIT C:

**Environmental Covenant & Access  
Agreement (ECAA) Boundary**

4186832

**Instrument # 486832**

WALLACE, SHOSHONE COUNTY, IDAHO

9-29-2016 10:10:00 AM No. of Pages: 9

Recorded for : TERRAGRAPHICS

PEGGY DELANGE-WHITE

Fee: 34.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

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