

481349

Recording Requested By and  
When Recorded Return to:

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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 Antigone M. Twidt, a married woman who acquired title as Antigone M. Bircher an unmarried woman (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and the City of Wardner ("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 Lot 13, Block 20, in the City of Wardner, in the Northeast Quarter (NE ¼) of Section 7, Township 48 North, Range 3 East, Boise Meridian, Shoshone County, Idaho (hereafter referred to as "the Property"). The subject property is also known as Tax Lot E0050020013B as shown on Instrument No. 377636. 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.

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**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 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).

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May 05, 2015

**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.

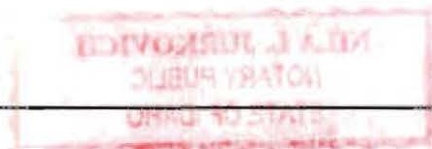
**No Third-Party Beneficiaries.** There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

**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

By: Antigone M. Twidt



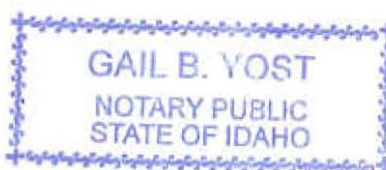
STATE OF IDAHO )  
 )ss.  
COUNTY OF Shoshone )

On this 14th day of May, 2015, before me, a Notary Public in and for said State, personally appeared, Antigone M. Twidt, a married woman who acquired title as Antigone M. Bircher an unmarried woman, known or identified to me to be the Grantor, 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: Finchcrest, ID  
My Commission Expires: 7-21-18

Dated, May 14, 2015.



May 05, 2015

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Joseph A. Guardipee

Holder/City of Wardner

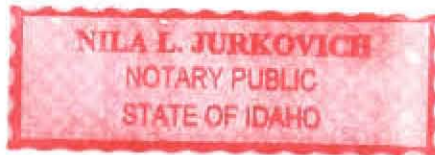
By: Joe Guardipee, Mayor

STATE OF IDAHO )

COUNTY OF Shoshone ) ss.

On this 15<sup>th</sup> day of May, 2015, before me, a Notary Public in and for said State, personally appeared, Joe Guardipee, known or identified to me to be the Mayor of the City of Wardner 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.



Nila L. Jurkovich  
Notary Public for the State of Idaho  
Residing at: Osburn, ID  
My Commission Expires: 3/12/2018

Dated, May 15, 2015.



481349

May 05, 2015

IDEQ

By: Curt Fransen, Director

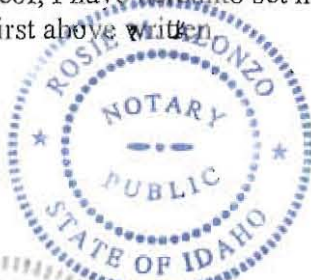
STATE OF IDAHO )

)ss.

COUNTY OF Ada )

On this 19 day of May, 2015, 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. Alonzo  
Notary Public for the State of Idaho  
Residing at: Nampa, ID  
My Commission Expires: 11/21/2020

Dated, May 19, 2015.



481349

May 05, 2015



EPA

By: Richard Albright, Director Office of Environmental Cleanup

STATE OF WASHINGTON )  
 )ss.

COUNTY OF King )

On this 8th day of June, 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, WA

My Commission Expires: 10-1-2016

Dated, 8th June, 2015.



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FOR**

**An Environmental Covenant and Access Agreement for Construction and  
Maintenance Purposes**

All that real property lying within two parcels of land, being a portion of Lot 13, Block 20, in the City of Wardner, in the Northeast Quarter (NE¼) of Section 7, Township 48 North, Range 3 East, B.M., Shoshone County, Idaho, described as follows:

**Parcel 1**

Commencing at a 5/8" rebar with a yellow plastic cap marked "PFAHL PLS 4458" on the northerly right-of-way line of Slaughterhouse Gulch Road, from which a 5/8" rebar with a yellow plastic cap marked "PFAHL PLS 4458", at the southwest corner of Lot 1, Block 25 of said City of Wardner (as shown on that Plat by Robert Sterling, City Engineer, on file with the Shoshone County Recorder in Book P, Page 84 of Miscellaneous Records, and on that Record of Survey map filed as Instrument No. 426554) bears North 56°23'46" West, 119.98 feet (the record data per said plat and said map is North 56°40'00" West, 120.00 feet); thence along the northerly right-of-way line of said Slaughterhouse Gulch Road, South 56°23'46" East, 89.80 feet; thence South 52°39'46" East, 116.89 feet; thence leaving said northerly right-of-way line, South 40°00'55" West, 11.15 feet to the southerly right-of-way line of said Slaughterhouse Gulch Road, and the True Point of Beginning of Parcel 1;

1. thence along said southerly right-of-way line, South 52°45'46" East, 79.47 feet, to a point hereafter called Point 'A';
2. thence leaving said southerly right-of-way line, South 27°23'45" West, 11.17 feet;
3. thence North 85°12'51" West, 76.04 feet;
4. thence North 33°20'03" West, 66.88 feet;
5. thence South 85°33'58" East, 54.57 feet to the True Point of Beginning.

Contains 3,893 square feet (0.089 acres), more or less.

**Parcel 2**

Commencing at said Point 'A' on the southerly right-of-way line of said Slaughterhouse Gulch Road; thence along said southerly right-of-way line, South 52°45'46" East, 108.16 feet to the True Point of Beginning of Parcel 2:

1. thence continuing along said southerly right-of-way line, South 52°45'46" East, 17.72 feet;
2. thence leaving said southerly right-of-way, South 26°20'19" West, 18.61 feet;
3. thence South 67°37'02" West, 32.49 feet;
4. thence North 58°34'47" West, 23.87 feet;
5. thence North 41°00'14" West, 30.36 feet;

**Principal**  
108 West Idaho Avenue  
Kellogg, Idaho 83837  
(208) 786-1206  
(208) 786-1209 (fax)

**Offices also in:**  
Boise, ID  
Helena, MT  
Deer Lodge, MT  
Las Vegas, NV

**Corporate**  
121 South Jackson Street  
Moscow, Idaho 83843  
208-882-7858  
208-883-3785 (fax)

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6. thence North  $60^{\circ}55'47''$  East, 46.45 feet to the True Point of Beginning.

Contains 2,586 square feet (0.059 acres), more or less.

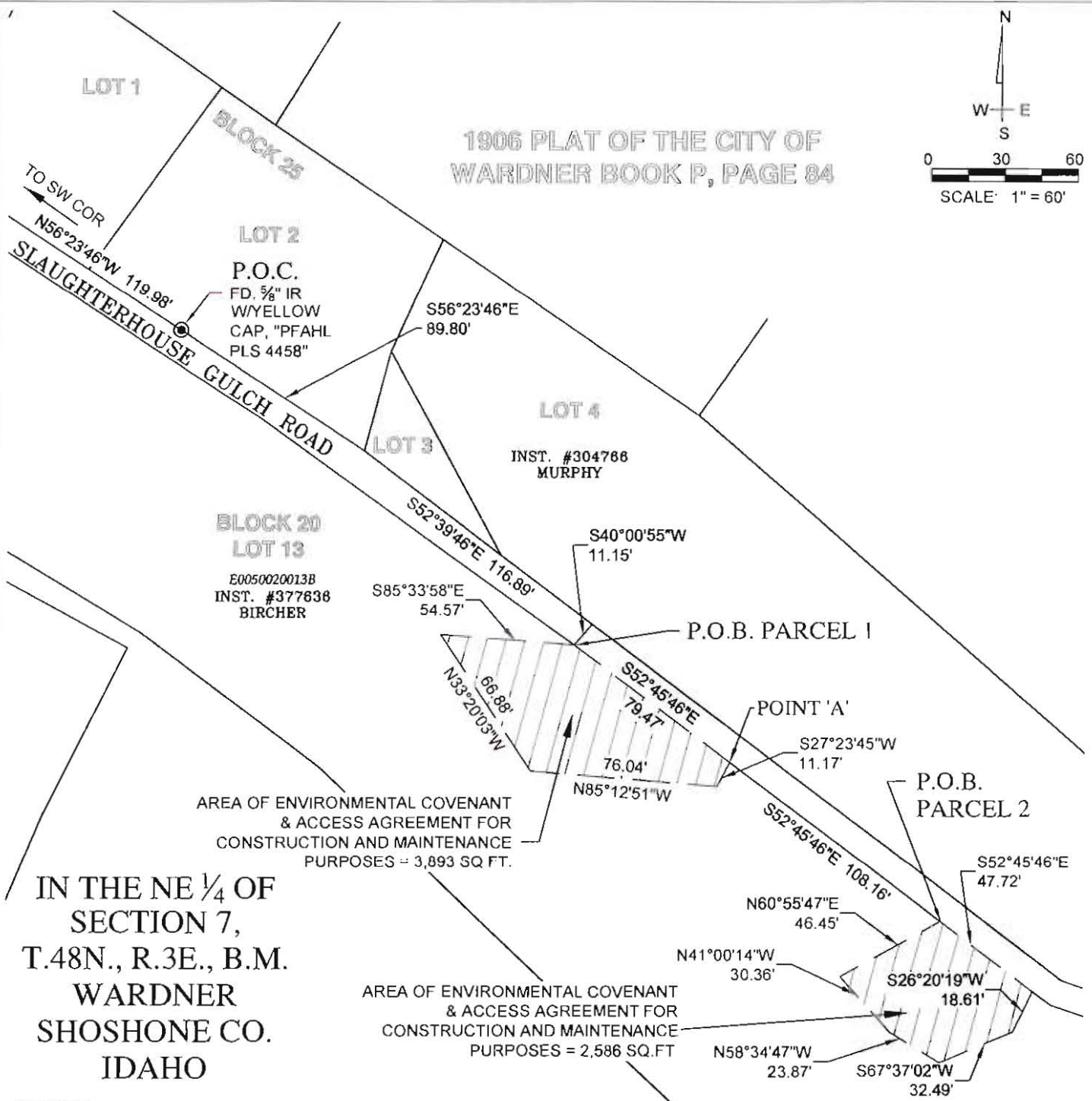
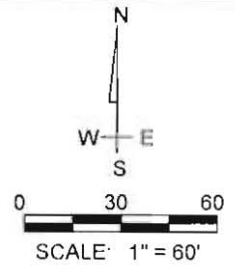
Bearings shown hereon are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (1999); distances shown are ground.



Kenneth Fisher  
Kenneth Fisher, P.L.S.

4/30/15  
Date

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1906 PLAT OF THE CITY OF  
WARDNER BOOK P, PAGE 84NOTES

THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A. AND I.D.E.Q., FOR CONSTRUCTION AND MAINTENANCE PURPOSES OF A PORTION OF SLAUGHTERHOUSE GULCH 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 (1999); DISTANCES SHOWN ARE GROUND.



DRAWN BY: KF  
PROJECT NO: 14019-05-02-03  
DATE: 4/30/2015

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

M:\Bunker Engineering\Remedy Protection\Bios Design\Slaughterhouse Gulch\CAD\Final\SHG\_Final\_Design.dwg 4/29/2015

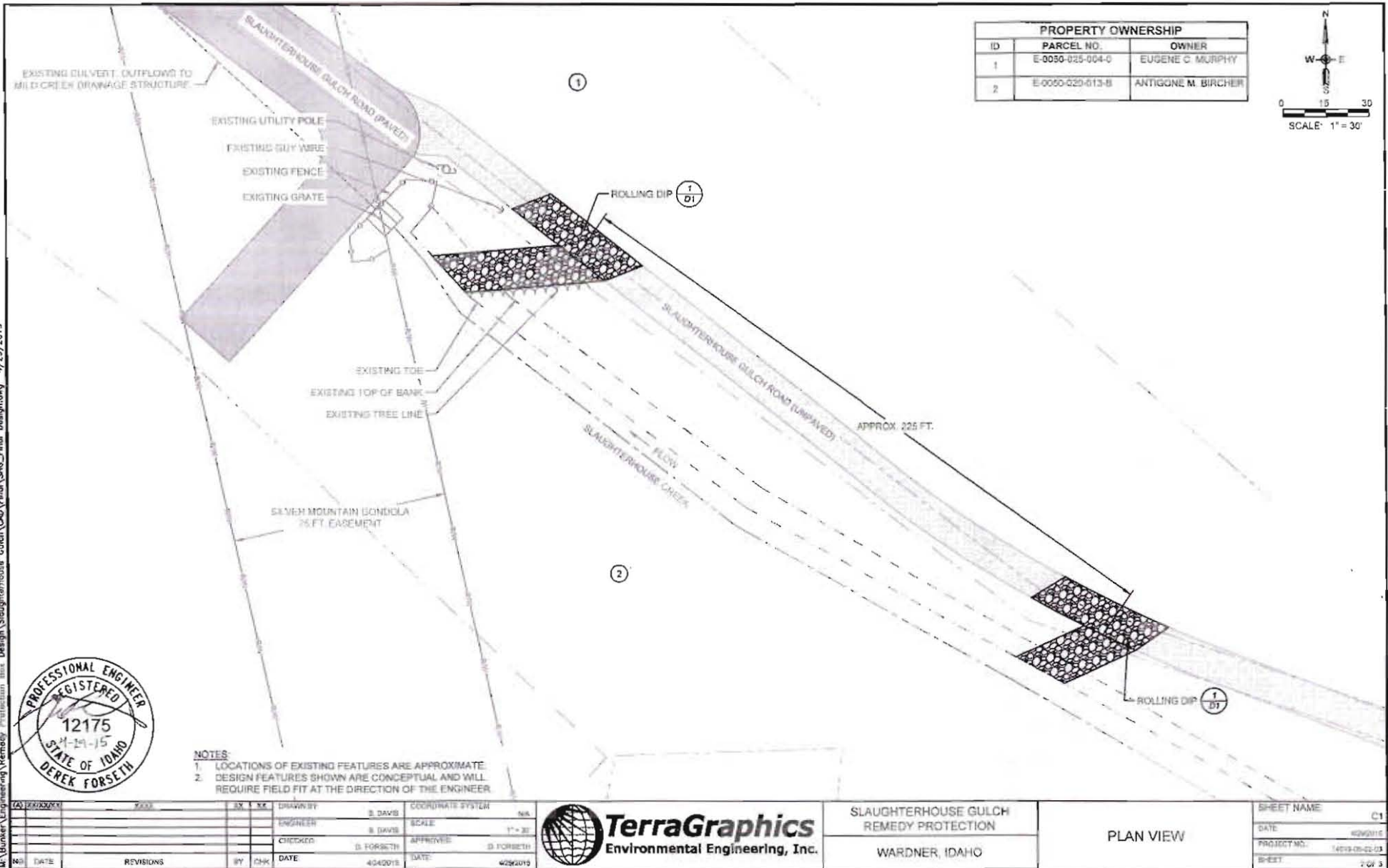


EXHIBIT C

481349

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**Instrument # 481349**

WALLACE, SHOSHONE COUNTY, IDAHO

6-16-2015 12:24:00 PM No. of Pages: 10

Recorded for : TERRAGRAPHS ENVIRONMENTAL ENG

PEGGY DELANGE-WHITE Fee: 37.00

Ex-Officio Recorder Deputy *Peggy Delange-White*  
Index to: ENVIRONMENTAL COVENANT

2015 JUN 16 PM 12 24

**TERRAGRAPHS**  
**108 WEST IDAHO**  
**KELLOGG, ID 83837**

(2)