

Recording Requested By and
When Recorded Return to:

481350

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 Troy L. Fuller (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 a portion of Lot 22, Block 1, of Silver Meadows At Frost peak First Addition as shown on that plat filed with Shoshone County Recorder as Instrument No. 428849, and being a portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 48 North, Range 2 East, B.M. (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 ("Work") 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: Troy L. Fuller

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

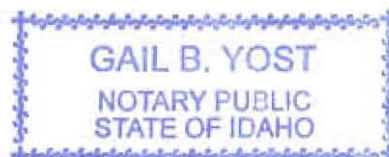
On this 11 day of May, 2015, before me, a Notary Public in and for said State, personally appeared, Troy L. Fuller, Grantor, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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: Pinehurst, ID
My Commission Expires: 7-21-18

Dated, May 11, 2015.



481350

May 5, 2015

Troy L. Fuller

Holder

By: Troy L. Fuller

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 11 day of May, 2015, before me, a Notary Public in and for said State, personally appeared, Troy L. Fuller, Holder, known or identified to me to be 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.

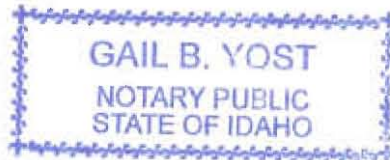
Gail B. Yost

Notary Public for the State of Idaho

Residing at: Pinehurst, ID

My Commission Expires: 7-21-18

Dated, May 11, 2015.



481350

April 30, 2015

Curt Fransen

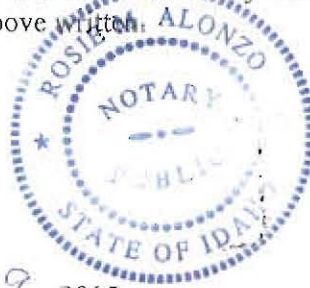
IDEQ

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: Damper, ID
My Commission Expires: 11/21/2020

Dated, May 19, 2015.

May 5, 2015

By: Richard Albright, Director Office of Environmental Cleanup



EXHIBIT A
LEGAL DESCRIPTION
FOR

An Environmental Covenant and Access Agreement for Construction Purposes

All that real property being a portion of Lot 22, Block 1, of Silver Meadows At Frost Peak First Addition, as shown on that plat filed with the Shoshone County Recorder as Instrument No. 428849, and being a portion of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, Idaho, described as follows:

Commencing at a 5/8" rebar with a yellow plastic cap marked "HODGE PLS 8575", at the southeast corner of said Lot 22, from which a 2" aluminum-cap monument marked "INITIAL POINT MT MEADOWS 2000 PLS 4458" at the southeast corner of Lot 1, Block 3, of Mountain Meadows, Phase 1 (as shown on that plat filed with the Shoshone County Recorder as Instrument No. 422281), bears North 89°29'59" East, 118.58 feet (shown as North 89°08'50" East, 118.60 feet on said plat); thence North 70°48'36" West, 66.25 feet to the **True Point of Beginning**;

1. thence South 65°28'23" West, 35.00 feet;
2. thence North 24°31'37" West, 75.00 feet;
3. thence North 65°28'23" East, 35.00 feet;
4. thence South 24°31'37" East, 75.00 feet to the **True Point of Beginning**.

Contains 2,625 square feet (0.060 acres), more or less.

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System (West Zone), NAD83 (2011)(Epoch 2010); distances shown are ground.

(Affects Tax Lot 031260010220)





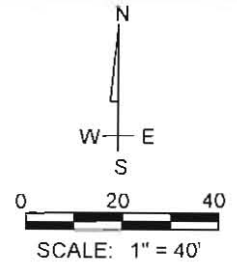
Kenneth Fisher, P.L.S.

5/5/15

Date

481350

IN THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$
OF SECTION 4,
T.48N., R.2E., B.M.
PAGE
SHOSHONE CO.
IDAHO



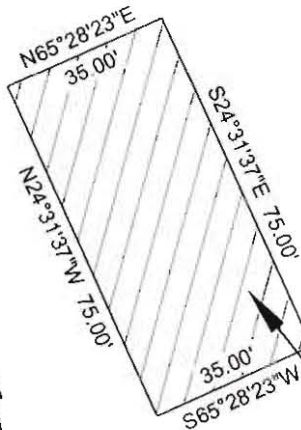
BLAZING SADDLE
COURT

LOWER PAGE ROAD

2

BLOCK 3
MOUNTAIN
MEADOWS, PH. 1
INST. #422281

O31260010220
INST. #480398
FULLER



P.O.B.

TIE
66.25'
N70°48'36"W

FD. 2" ALUM. CAP,
"INITIAL POINT MT
MEADOWS 2000
PLS 4458"

1

LOT 22, BLOCK 1
SILVER MEADOWS AT
FROST PEAK FIRST
ADDITION
INST. #428849

P.O.C.

FD. $\frac{5}{8}$ " IR W/YELLOW CAP,
"HODGE PLS 8575"

N89°29'59"E 118.58'
N89°08'50"E 118.60' (RECORD)

AREA OF ENVIRONMENTAL COVENANT &
ACCESS AGREEMENT FOR CONSTRUCTION
PURPOSES = 2,625 SQ.FT.

NOTES

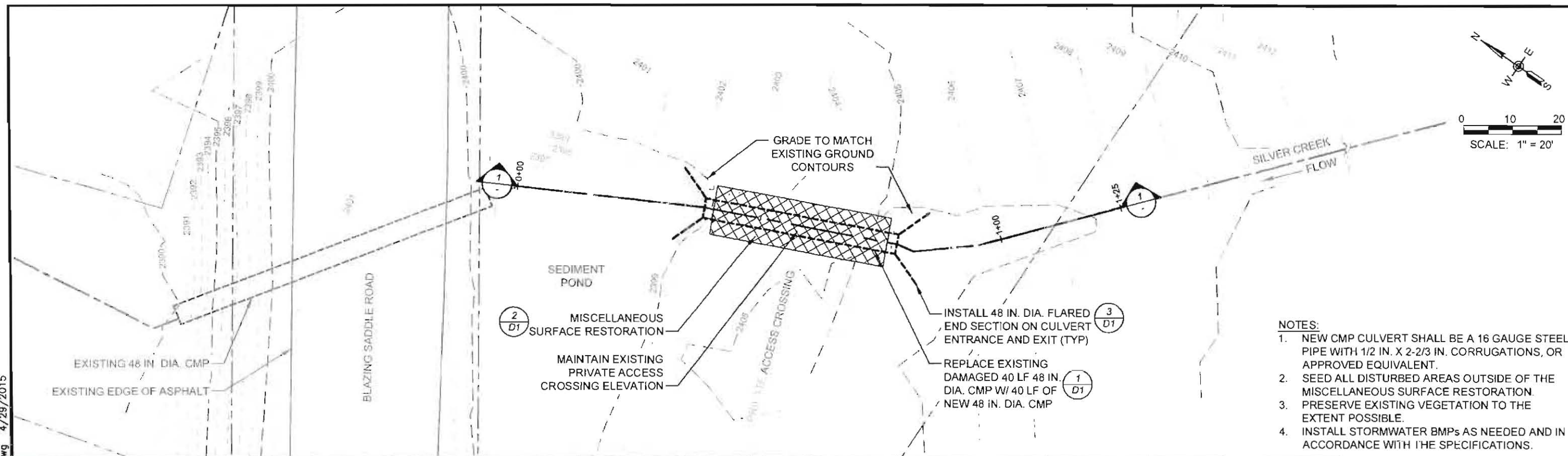
THIS EXHIBIT SHOWS THE LOCATION OF AN ENVIRONMENTAL COVENANT & ACCESS AGREEMENT TO THE E.P.A. AND I.D.E.Q. FOR CONSTRUCTION PURPOSES OF A PORTION OF SILVER CREEK FOR REMEDY PROTECTION PURPOSES. THE LOT AND BLOCK CONFIGURATIONS ARE BASED UPON DEEDS AND RECORD MAPS, AND ARE SHOWN FOR REFERENCE ONLY. GRID BEARINGS SHOWN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH 2010); DISTANCES SHOWN ARE GROUND.



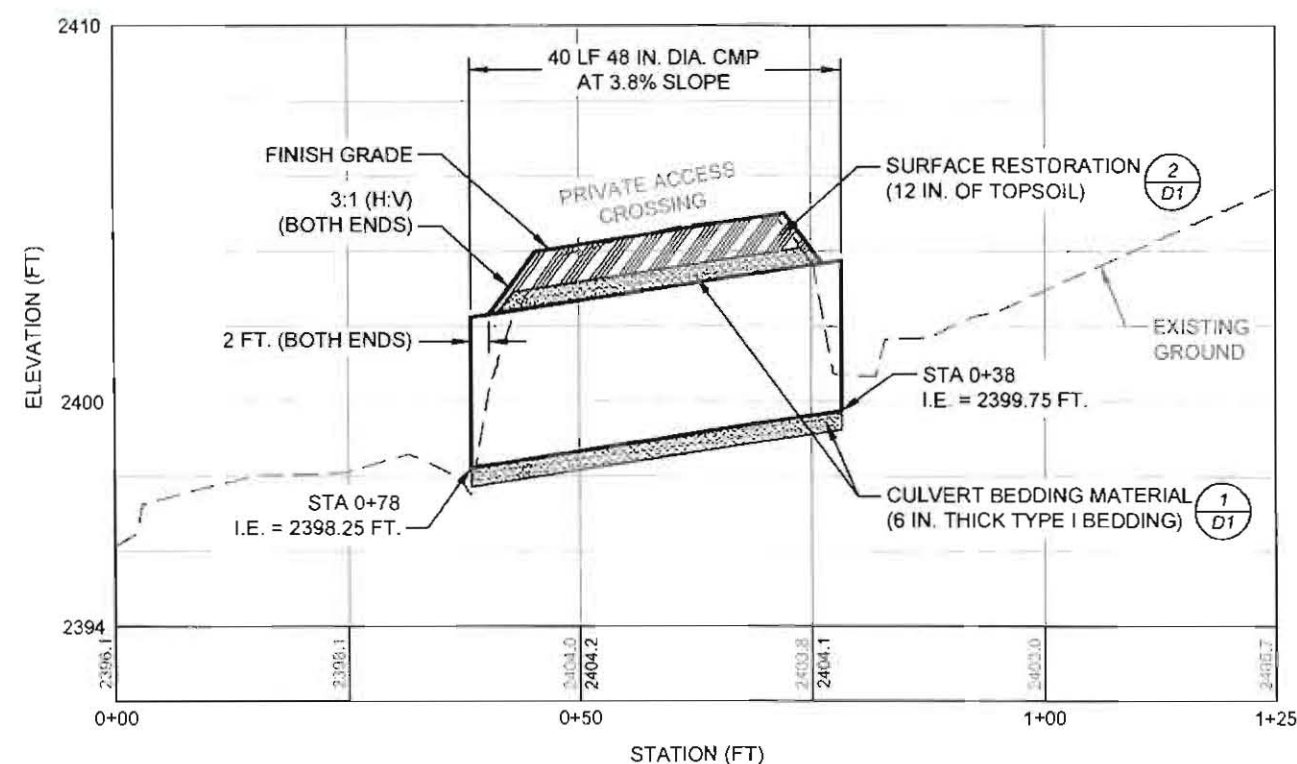
DRAWN BY: KF
PROJECT NO: 14019-05-02-03
DATE: 4/30/2015

EXHIBIT B
ENVIRONMENTAL COVENANT & ACCESS AGREEMENT
FOR CONSTRUCTION PURPOSES

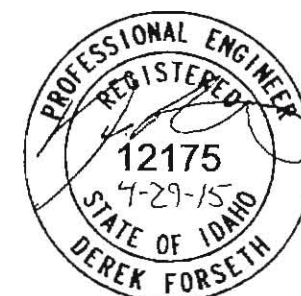
M:\Bunker\Engineering\Remedy Protection Box Design\Silver Creek\CAD\Final\SilverCreek_Final_Design.dwg 4/29/2015
481350



- NOTES:
1. NEW CMP CULVERT SHALL BE A 16 GAUGE STEEL PIPE WITH 1/2 IN. X 2-2/3 IN. CORRUGATIONS, OR APPROVED EQUIVALENT.
 2. SEED ALL DISTURBED AREAS OUTSIDE OF THE MISCELLANEOUS SURFACE RESTORATION. PRESERVE EXISTING VEGETATION TO THE EXTENT POSSIBLE.
 3. INSTALL STORMWATER BMPs AS NEEDED AND IN ACCORDANCE WITH THE SPECIFICATIONS.



1 PROFILE
SCALE: 1" = 20' HORIZONTAL, 1" = 5' VERTICAL



(A) XXXXX/XX	XXXX	XX	XX	DRAWN BY:	B DAVIS	COORDINATE SYSTEM:	ISP, NAD 83, US FT, WEST
				ENGINEER:	B DAVIS	SCALE:	1" = 20'
				CHECKED:	D. FORSETH	APPROVED:	D. FORSETH
				DATE:	4/24/2015	DATE:	4/26/2015
NO	DATE	REVISIONS	BY	CHK			



SILVER CREEK
REMEDY PROTECTION
PAGE, IDAHO

PLAN AND PROFILE

SHEET NAME:	C2
DATE:	4/29/2015
PROJECT NO.:	14015-05-02-03
SHEET:	3 OF 4

481350

Instrument # 481350

WALLACE, SHOSHONE COUNTY, IDAHO

6-16-2015 12:25:00 PM No. of Pages: 10

Recorded for : TERRAGRAPHS ENVIRONMENTAL ENG

PEGGY DELANGE-WHITE Fee: 37.00

Ex-Officio Recorder Deputy

Index to: ENVIRONMENTAL COVENANT

2015 JUN 16 PM 12 25