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Regional Office

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BENEWAH COUNTY

J. MICHELE FORD, CLERK

Heidi Jean-Sept
Jim Scourey elo via Suchoski
1304 Main Ave
St. Maries ID 83861

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM
ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by James and Martha Scourey ("Scoureys"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. The Scoureys are a "holder" as defined in Idaho Code § 55-3002(6). The Scoureys, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property in the City of St. Maries, County of Benewah, State of Idaho, described as that portion of Lots 1,2,3,4, and 5; Tax no. 812; Block 4, GL6; Section 22, Rge 2W, Twp 46N (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. [attach map if available.]

Property Ownership. The Scoureys hereby represents and warrants to the other signatories to this Environmental Covenant that they are the sole owner of the property, holds fee simple title to the property and the Soureys have the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations.

The Property described above was previously used to operate a hardware store, becoming contaminated with petroleum and metals contaminants from an unknown source. On or about 12/16/08, the Scoureys entered into a

Consent Order with the Department to remediate the Property. The Scoureys implemented a corrective action plan ("CAP") on the Property. This Declaration is required because the CAP resulted in residual concentrations of petroleum constituents and metals in soil and groundwater underlying the Property. These concentrations may be at or above risk-based screening levels as determined by the Department and for which future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the Site risk assessment report may be found at the Idaho Department of Environmental Quality, Coeur d'Alene Regional Office in Coeur d'Alene, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, the Scoureys, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. Any extraction of groundwater from under the Property for human consumption is prohibited without prior written approval from the Department.
2. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.
3. There shall be no excavation of soil at, and there shall be no extraction of ground water under, the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
4. Any activity on the Property that may result in the release or exposure to the environment of a contaminant that remains on the Property as part of the CAP is prohibited without prior written approval from the Department.

The Scoureys, or their successors in interest, shall be solely responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. The Activity and Use Limitations are imposed due to conditions resulting from former contaminant impacts on the Property, specifically the presence of petroleum constituents and metals in groundwater and soil which may present a risk to natural resources, human health and the environment at the Property.

Amendment by Consent. The 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.

Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, unless the Scoureys, or their successors in interest,

apply to the Department to have this Environmental Covenant terminated pursuant to Idaho Code § 55-3010 and demonstrates that:

1. the Property or any subdivided portion thereof is shown in a Department-approved document not to contain contaminated soils or groundwater; and
2. contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

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 of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by the Scoureys, or their successors in interest, within five (5) days of receipt of this Environmental Covenant signed by the Department. Within five (5) days of the recording of this Environmental Covenant, or any amendment or termination, the Scoureys, or their successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded 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 Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by the Scoureys, or by their successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the Scoureys or their successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of the Scoureys, or their successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or successor, to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or successor, to file civil actions against the Owner as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Property Access. The Department shall have a right of access to the Property for the purposes of ensuring compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either the Soureys or their successors, or the Department or its successors, may designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

The Scoureys: James and Martha Scourey
502 N. Tenth
St. Maries, Idaho 83961

THE DEPARTMENT:
Idaho Department of Environmental Quality
ATTN: Joe Nagel
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the 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 the 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 the Soureys or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of the Soureys 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.

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
Accepted:

Idaho Department of Environmental Quality

Signature: *Toni Hardesty*

Printed Name: Toni Hardesty

Title: Director, Idaho Department of Environmental Quality

Date: 12/17/08

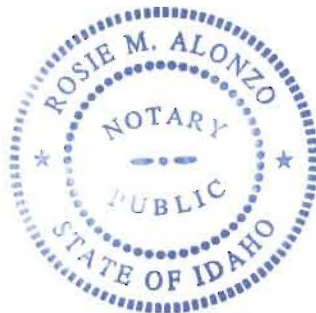
State of Idaho)

) ss.

County of Ada)

On this 17 day of December in the year 2008, before me, a Notary Public in and for said County and State, personally appeared Toni Hardesty, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality 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 Idaho: *Rosie M. Alonzo*

Residing at: *Pampa, Idaho*

Commission Expires: *1-30-09*

Signature and Acknowledgments

Accepted:

Property Owners

James Scourey 12/16/08
James Scourey Date

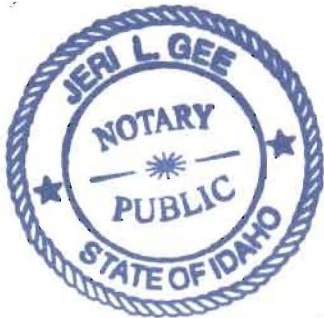
Martha Scourey 12/16/08
Martha Scourey Date

STATE OF IDAHO)

)ss.

COUNTY OF Benewah)

On Dec. 16, 2008, before me, the undersigned Notary Public, personally appeared James and Martha Scourey, known or identified to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.



Jeri L. Gee
Notary Public for Idaho
Printed Name: Jeri L. Gee
Commission Expires: 3-23-2012
Residing at St. Maries

**FIRST COMMITMENT
SCHEDULE A**1. Commitment Date : **March 24, 2008 at 08:00 a.m.**

2. Policy or Policies to be issued:

Policy Amount Premium Amount**Owner's Policy**

Standard Owner's Policy (6/17/06) Form 1402-06

\$875,000.00**\$ 2426.25**

with applied credit of

\$ 72.50

Proposed Insured:

Patrick Suchoski, and/or assigns**Loan Policy**

Loan Policy (06/17/06) Form 1056-06

**\$To be
determined****\$**

with applied credit of

\$ None

Proposed Insured:

Endorsements:

\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

James R. Scourey and Martha J. Scourey, husband and wife

4. The land referred to in this Commitment is described as follows:

Parcel 1:

A part of LOTS 1,2,3,4,6,7,8 and 9, BLOCK 4, RAILROAD ADDITION TO ST. MARIES, according to the plat on file in Book B of Plats, at page 139, records of Benewah County, Idaho; and part of the ALLEY in BLOCK 4, said Plat, as vacated by City of St. Maries Vacation Ordinance No. 108; all situated in the E of section 22, Township 46 North, Range 2 West, Boise Meridian, Benewah County, Idaho; more particularly described as follows:

COMMENCING at the Northeast corner of said LOT 1, monumented with a drill steel;thence North 89°0150 West, 42.06 feet (of record as North 68°57 West) along the North line of said LOT 1, to an iron rod, 30 Inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766; thence continuing North 89°0150 West, 37.89 feet (of record as North 88°57 West) along said North line to a drill steel, the POINT OF BEGINNING;

thence South 10°3553 East, 11.73 feet (of record as South 1°38 East), and leaving said North line, to an iron rod, 34 inch diameter, no cap;

thence continuing South 1°35'53 East, 168.02 feet (of record as South 1°45'15 East, 168.85 feet and South 0°22 West, 162.70 feet and South 1°38 East) to a point on the northerly right-of-way line of MILL ROAD, as recorded December 20, 1911, in Book E of Deeds, at page 562, records of Benewah County, Idaho, said point monumented

with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence along said northerly right-of-way line, 99.72 feet (of record as 99.57 feet) along the arc of a 5959.65 foot radius curve left, through a central angle of 0°57'31", said curve having a chord bearing North 69°25'45" West, 99.72 feet (of record as North 69°27'00" West, 99.57 feet) distant, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°45'30" West, 105.21 feet (of record as North 10°46'45" West and North 00°22' East, 99.90 feet), and leaving said northerly right-of-way line, to an iron rod, 1/2 inch diameter, no cap;

thence continuing North 1°45'30" West, 14.83 feet (of record as North 1°48'45" West) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766; thence North 75°00'00" East, 95.28 feet to the POINT OF BEGINNING.

Parcel 2:

A part of LOTS 1, 2, 3, 4, and 5, BLOCK 4, RAILROAD ADDITION TO ST. MARIES, according to the plat on file in Book B of Plats, at Page 139, records of Benewah County, Idaho; situated in the E1/2 of Section 22, Township 46 North, Range 2 West, Boise Meridian, Benewah County, Idaho; more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, monumented with a drill steel;

thence South 1°38'26" East, 210.25 feet (of record as South 1°38' East) along the East line of said BLOCK 4, to a point on the northerly right-of-way line of MILL ROAD, as recorded December 20, 1911, in Book E of Deeds, at Page 562, records of Benewah County, Idaho, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence along said northerly right-of-way line, and leaving said East line, 86.98 feet along the arc of a 5959.65 foot radius curve left, through a central angle of 0°50'10", said curve having a chord bearing North 68°31'54" West, 86.98 feet distance, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 1°35'53" West, 168.02 feet (of record as North 1°45'15" West, 168.85 feet and North 0°22' East, 162.70 feet and North 1°38' West), and leaving said northerly right-of-way line, to an iron rod, 1/2 inch diameter, no cap;

thence continuing North 1°35'53" West, 11.73 feet (of record as North 1°38' West) to a point on the North line of said LOT 1, said point monumented with a drill steel;

thence South 89°01'50" East, 37.89 feet (of record as South 88°57' East) along said North line, to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

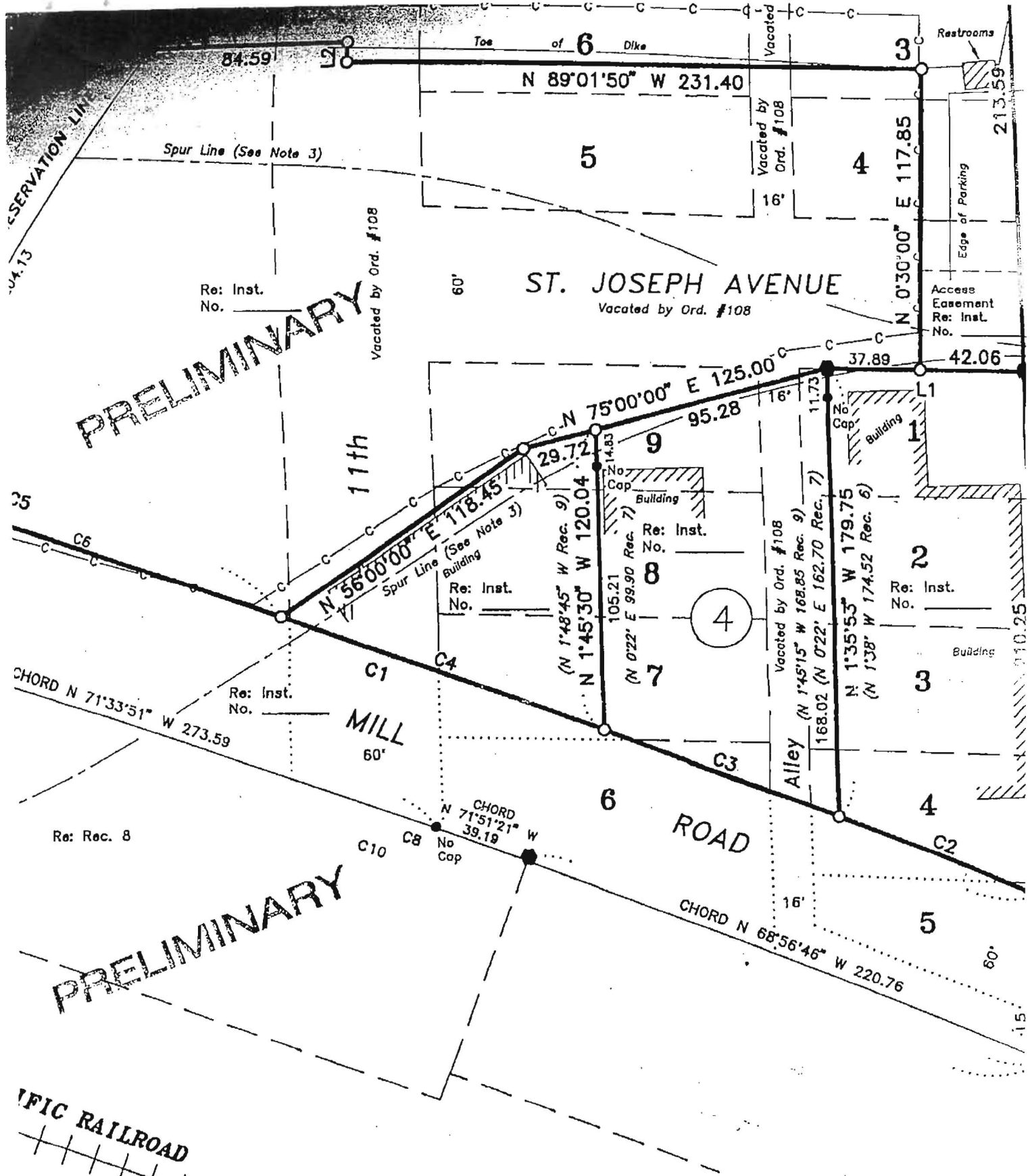
thence continuing South 89°01'50" East, 42.06 feet (of record as South 88°57' East) along said North line, to the POINT OF BEGINNING.



AND

A parcel in Government Lot 6 of Section 22, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho. Said parcel being a portion of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's station grounds. The boundary of this parcel is described as:

Beginning at the intersection point of the northeasterly boundary of said railroad station grounds with the west boundary of 10th Street as dedicated by the plat of Railroad Addition to the City of St. Maries, a recorded subdivision in Benewah County, Idaho. Running thence northwesterly, along said northeasterly station grounds boundary, on a 5,899.65 foot radius curve left, concave to the southwest, (said boundary runs parallel to and 170 feet offset northeasterly from the centerline of the former main line of said railroad), through a central angle of $02^{\circ} 07' 49''$, an arc distance of 219.35 feet to the northeast corner of a tract, described in Instrument Number 177592, Benewah County records. The chord of this curve segment bears $N 69^{\circ} 00' 00'' W$ 219.34 feet; thence $S 19^{\circ} 56' 00'' W$, on a radial line of this curve, along the easterly line of said tract, a distance of 91.34 feet to a point on another curve which runs parallel to and 78.66 feet offset northeasterly from said main line centerline; thence along said 5,808.31 foot radius curve right, concave to the southwest, through a central angle of $02^{\circ} 31' 43''$, an arc distance of 256.34 feet. The chord of this curve segment bears $S 68^{\circ} 48' 00'' E$ 256.32 feet to a point on said west line of 10th Street; thence $N 01^{\circ} 45' 15'' W$, along said west street line, a distance of 100.00 feet to the point of beginning. (This parcel has been assigned Benewah County Assessor's Tax # 812 for identification purposes only.)

Commonly known as: 502 N 10th St., St. Maries, ID 83861



	SCALE: 1" = 50'	DATE: FEB. 25, 2003		RE 711 C
	JOB No.: DOWNTOWN.*	DRAWN BY: J.V. WICKS		
	DWG FILE: POTL6.*	CHECKED:		

