

**Instrument # 234564**

STATE OF IDAHO, COUNTY OF WASHINGTON

11-9-2017 04:27:43 PM No. of Pages: 8

Recorded for : JOHN SACTJEN

BETTY J THOMAS

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: MISC RECORDING

Recording Requested By and  
When Recorded Return to:

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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**

The Cambridge Fire Protection District, GRANTOR, grants this Environmental Covenant. As provided in Idaho Code § 55-3008, the Idaho Transportation Department is the GRANTEE.

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the Cambridge Fire Protection District ("the District") 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. This Environmental Covenant is intended, in part, as justification to terminate a 2001 Department Consent Order related to an old road salt site located within Cambridge city limits. Idaho Transportation Department ("ITD") is a "holder" as defined in Idaho Code § 55-3002(6).

Property. This Environmental Covenant concerns real property located on North Commercial Street, Cambridge, County of Washington, State of Idaho, legally described as:

In MOSES H. HOPPERS DIVISION of the City of Cambridge, Idaho, as the same appear on the official plat of said Division on file in the office of the County Recorder of Washington County, Idaho; Block 10: Lots 1, 2, and the northeasterly 45 feet of lot 3, more particularly described as follows: Beginning at the North corner common to Lots 3 and 4; Thence Northeasterly along Commercial Street 5 feet to the POINT OF BEGINNING; thence Southeasterly parallel to the lot line common to lots 3 and 4 a distance of 183.20 feet, more or less, to a point on the southeasterly boundary of said Lot 3; thence Northeasterly 145 feet along said boundary to the Northeast corner of Lot 1; thence Northwesterly 183.20 feet, more or less to the northwest corner of lot 1; thence southwesterly along Commercial Street 145 feet to the point of beginning.

(hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A (Municipal Deed transferring the property from the City of Cambridge to the District, recorded in Washington County as Instrument # 231284).

Property Ownership. The District 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 that the District has the power and authority to enter into this Environmental Covenant. The District intends to construct a fire station on the Property.

Reason for Activity and Use Limitations. The Property lies southeast of adjacent property that was previously used by the ITD as a maintenance and road salt site. The Property and the groundwater underlying the Property became contaminated with salt and/or its elemental constituents (sodium and chloride). In 2001, ITD entered into a Consent Order with the Department to remediate the ITD property. ITD implemented a corrective action plan ("CAP") on the Property. This Environmental Covenant is required because the CAP resulted in residual concentrations of chloride in the groundwater underlying the Property. These concentrations are above the National Secondary Drinking Water Regulations (NPDWR) Secondary Maximum Contaminate Level (SMCL) as determined by the Department; therefore future use of the Property shall be limited to protect human health and the environment. The District intends to construct a fire station on the Property. The new fire station will NOT draw water from the Property's groundwater, and will instead rely on water from the Cambridge city water system.

Name and Location of Administrative Record. A copy of the Consent Order can be found at the Idaho Department of Environmental Quality State Office, 1410 N Hilton St, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, the District, 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. Except for the purposes of environmental remediation or monitoring activities, there shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.

Breach and Cure of Activity and Use Limitations. The District, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the Activity and Use Limitations, the District or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the District or any successors in interest, and Department.

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.

Duration and Termination. 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. The District, or any successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated groundwater is 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 District, or any successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, the District, or any 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 District, or by any 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; (e) the Idaho Transportation Department; and (f) 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.

Compliance Reporting. If requested by the Department, the District, or any successors in interest, shall submit to the Department written documentation verifying that the activity and use limitations remain in place and its compliance with the Activity and Use Limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the District, or any successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of the District, or any successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the District correct or remove any violations

of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the District or any successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

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.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating 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 Conveyor 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 District or any successors, or the Department or its successors, may, from time to time, respectively, 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 DISTRICT: John Sachtjen  
Cambridge Fire Protection District  
PO Box 206  
Cambridge, ID 83610

ITD: Idaho Transportation Department  
**ATTN:** Victoria Jewell Guerra  
P.O. Box 7129  
Boise, ID 83707

THE DEPARTMENT: Idaho Department of Environmental Quality  
**ATTN:** Waste Management and Remediation Manager  
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 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 the District or any other responsible party (said enforcement being subject to release by the Department). Nothing in this Environmental Covenant shall affect the obligations of the District or any other responsible party under such voluntary consent order or other agreement (again, said enforcement being subject to release by the Department). 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: \_\_\_\_\_

Printed Name: John H. Tippetts

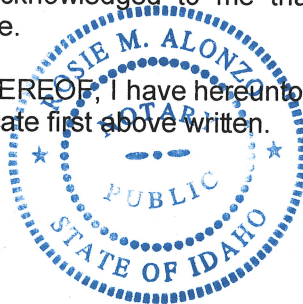
Title: Director, Idaho Department of Environmental Quality

Date: 10/27/17

State of Idaho )  
 ) ss.  
County of Ada )

On this 27 day of October, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, 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: Nampa, ID  
Commission Expires: 11/21/2020

Accepted:

Cambridge Fire Protection District

Signature: John SachtjenPrinted Name: John SachtjenTitle: Commission ChairmanDate: 10/17/17

State of Idaho )

) ss.

County of Washington)

On this 17<sup>th</sup> day of October, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John Sachtjen, known or identified to me to be the Commissioner of the Cambridge Fire Protection District that executed this Environmental Covenant, and acknowledged to me that the Cambridge Fire Protection District 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: Dusti KindallResiding at: Cambridge, IDCommission Expires: 2/25/22

Accepted:

Idaho Transportation Department

Signature: Brian W. NessPrinted Name: Brian W. NessTitle: Director, Idaho Transportation DepartmentDate: 10/23/2017

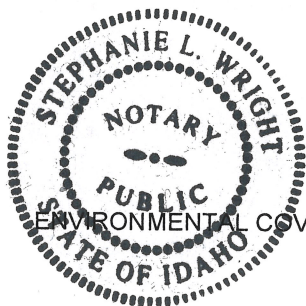
State of Idaho )

) ss.

County of Ada )

On this 23<sup>rd</sup> day of October, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared Brian W. Ness, known or identified to me to be the Director of the Idaho Transportation Department that executed this Environmental Covenant, and acknowledged to me that the Idaho Transportation Department 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: Stephanie L. WrightResiding at: Ada CountyCommission Expires: 12-18-22

MUNICIPAL DEED

COMES NOW THE CITY OF CAMBRIDGE, IDAHO, a municipal subdivision of the State of Idaho, and with these presents does hereby grant, bargain, convey, quit claim and set over, without warranty and without consideration, unto THE CAMBRIDGE FIRE PROTECTION DISTRICT, a municipal subdivision of the State of Idaho, whose address is: P.O. Box 206, Cambridge, Idaho 83610, all of its right, title and interest in and to that real property located in the City of Cambridge, Washington County, Idaho.

That real property described as: In MOSES H. HOPPERS DIVISION of the City of Cambridge, Idaho, as the same appear on the official plat of said Division on file in the office of the County Recorder of Washington County, Idaho; Block 10: Lots 1, 2, and the northeasterly 45 feet of lot 3, more particularly described as follows: Beginning at the North corner common to Lots 3 and 4; Thence Northeasterly along Commercial Street 5 feet to the POINT OF BEGINNING; thence Southeasterly parallel to the lot line common to lots 3 and 4 a distance of 183.20 feet, more or less, to a point on the southeasterly boundary of said Lot 3; thence Northeasterly 145 feet along said boundary to the Northeast corner of Lot 1; thence Northwesterly 183.20 feet, more or less to the northwest corner of lot 1; thence southwesterly along Commercial Street 145 feet to the point of beginning.

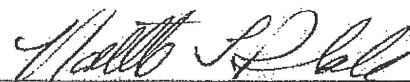
Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases, and any and all irrigation rights appurtenant to said lands or in anywise connected herewith. Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations, and mineral conveyances of record.

To have and to hold unto itself, its successors and assigns, forever.

Dated this 20<sup>th</sup> day of July, 2016.

The City of Cambridge, Grantor

By:



Nanette T. Rhodes, Mayor

Deed to Fire District

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SCHEDULE A

Instrument # 231284

STATE OF IDAHO, COUNTY OF WASHINGTON

7-20-2016 02:55:00 PM No. of Pages: 2

Recorded for: CITY OF CAMBRIDGE

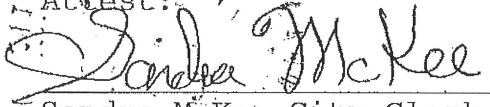
BETTY J THOMAS

Ex-Officio Recorder Deputy

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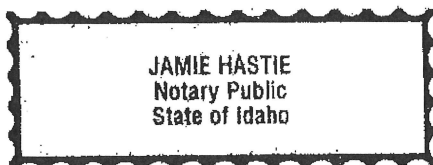
Fee: 0.00




Attest:  
  
Sandra McKee City Clerk

STATE OF IDAHO )  
: ss.  
County of Washington )

Personally appeared before me, a Notary Public, this 20 day of July, 2016, NANETTE T. RHODES and SANDRA MCKEE shown to me to be the persons whose names are subscribed hereto, and acknowledged to me that they executed the same for the City of Cambridge, Idaho, as the Mayor and the City Clerk.



  
Notary Public for Idaho  
Residing at: Cambridge, ID  
Comm. Expires: 10-7-20