

Recording Requested By and  
When Recorded Return to:

**TWIN FALLS COUNTY**

Recorded for:

**IDAHO STATE OF**

9:47:38 AM 09-19-2018

**2018-014734**

No. Pages: 9 Fee: \$

**KRISTINA GLASCOCK**

County Clerk

Deputy: BHUNTER

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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**

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the GRANTOR, Luke Holdings, LLC., ("OWNER") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Luke Holdings, LLC., as the current property owner, grants this Environmental Covenant to all signatories to this instrument. 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. Luke Holdings is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code § 55-3008, Luke Holdings, Inc., as the holder is also the GRANTEE.

Property. This Environmental Covenant concerns real property located at 483 Washington Street North, Parcel Number: RPT604100001F, City of Twin Falls, County of Twin Falls, Idaho (hereafter referred to as "the Property"). The Property is legally described in Exhibit A (Property Deed).

Property Ownership. Luke Holdings, Inc. 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 Luke Holdings, Inc. has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property was formerly utilized as a dry cleaner facility known as "Mr. A's". A common dry cleaning chemical, perchloroethylene (PCE), was detected in Property soil and groundwater at concentrations exceeding applicable risk standards. Luke Holdings, Inc., subsequently implemented a remedial action on the Property. This Environmental Covenant is required because at the completion of the remedial action residual concentrations of PCE and its daughter products in groundwater exceed allowable risk-based concentration as determined by the Department. Therefore, future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. The administrative record for the Property, Electronic Data Management System No. 2011BAX4609, can be found at the Idaho Department of Environmental Quality, Twin Falls Regional Office, located at 650 Addison Avenue West, Suite 110, Twin Falls, Idaho 83301.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Luke Holdings, Inc., 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. There shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or for industrial or commercial use. Groundwater may be extracted as part of an environmental investigation or remediation project.

Breach and Cure of Activity and Use Limitations. Luke Holdings, Inc., 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, Luke Holdings, Inc. 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 Luke Holdings, Inc. 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. Luke Holdings, Inc., or its 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 underlying the Property is currently at levels the Department deems in writing to be adequate 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 Luke Holdings, Inc., or its 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, Luke Holdings, Inc., or its 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 Luke Holdings, Inc., or by its 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.

Compliance Reporting. Luke Holdings, Inc., or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their 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 Luke Holdings, Inc. or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Luke Holdings, Inc., or its 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 Luke Holdings, Inc. 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 Luke Holdings, Inc. or its 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 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 Luke Holdings, Inc. or its 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.

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**OWNER:**

Luke Holdings, LLC  
ATTN: Arlo Luke  
2895 Shelly Place  
Pocatello, Idaho 83201

**THE DEPARTMENT:**

Idaho Department of Environmental Quality  
ATTN: State Response Program Manager  
1410 N. Hilton  
Boise, Idaho 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 Luke Holdings, Inc. or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Luke Holdings, Inc., 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 Twin Falls County Recorder's Office.

Signature and Acknowledgments  
Accepted:

Idaho Department of Environmental Quality

Signature: *John H. Tippetts*

Printed Name: John H. Tippetts

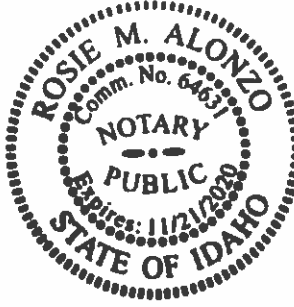
Title: Director, Idaho Department of Environmental Quality

Date: 9/11/2018

State of Idaho            )  
                                      ) ss.  
County of Ada            )

On this 11 day of September, in the year 2018, 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: *Pampa, Idaho*  
Commission Expires: *11/21/2020*

Accepted:

Luke Holdings, LLC

Signature:

[Handwritten Signature]

Printed Name: Arlo Luke

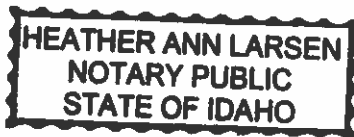
Title: Member

Date: 9/13/2018

State of Idaho )  
 ) ss.  
County of Bannock

On this day personally appeared before me before me Arlo Luke, in his official capacity of President of Luke Holdings, Inc., known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of Luke Holdings, Inc. as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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: [Handwritten Signature]  
Residing at: 947 McKinley Ave Redell ID  
Commission Expires: 12/8/2022

SCHEDULE  
Schedule A – Property Deed/Property Map

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**EXHIBIT A  
PROPERTY DEED**

**TWIN FALLS COUNTY**  
RECORDED FOR:  
ALLIANCE TITLE  
11:10:20 am 12-12-2007  
**2007-029688**  
NO. PAGES: 2 FEE: \$6.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: BRUNTER

## WARRANTY DEED

Order No.: AT-4070706943JT

FOR VALUE RECEIVED

David G. Anderson and Ramona Kay Anderson, Husband and Wife,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Luke Holdings, LLC, an Idaho Limited Liability Company

whose current address is

315 S 5th Avenue, Pocatello, ID, 83204,

the grantee(s), the following described premises, in Twin Falls County, Idaho, TO WIT:

The East one half (½) of Lot 1 of W.J. Young Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page(s) 27, Official Records of Twin Falls County, Idaho.

### EXCEPT

A portion of land in Lot 1 of W.J. Young Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page(s) 27, Official Records of Twin Falls County, Idaho, more particularly described as follows:

**BEGINNING** at the Northeast corner of Lot 1, W.J. Young Subdivision;  
**THENCE** South along the East boundary of Lot 1 a distance of 15.0 feet;  
**THENCE** Northwesterly a distance of 21.84 feet to a point on the North boundary of Lot 1, said point also being 15.0 feet West of the Northeast corner of Lot 1;  
**THENCE** East on the North boundary of Lot 1 a distance of 15.0 feet to the Northeast corner of Lot 1, said point also being the **POINT OF BEGINNING**.

### AND EXCEPT

A portion of Lot 1 of W.J. Young Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page(s) 27, Official Records of Twin Falls County, Idaho, more particularly described as follows:


**COMMENCING** at the Northeast corner of said Lot 1;  
**THENCE** South 0°28'00" West 15.00 feet (4.57 meters) along the East boundary of said Lot 1 to the **POINT OF BEGINNING**;  
**THENCE** continuing South 0°28'00" West 137.48 feet (41.90 meters) along the East boundary of said Lot 1 to the Southeast Corner of Lot 1;  
**THENCE** North 85°40'00" West 10.01 feet (3.051 meters) along the South boundary of Lot 1;  
**THENCE** North 0°28'00" East 127.18 feet (38.76 meters) on a line parallel with and 10.00 feet West (3.048 meters) of the East boundary;  
**THENCE** North 43°06'00" West 29.11 feet (8.87 meters);  
**THENCE** North 0°28'00" East 5.23 feet (1.59 meters) to the North boundary of said Lot 1;  
**THENCE** South 86° 40'00" East 21.76 feet (6.65 meters) to the **POINT OF BEGINNING**.



TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 6, 2007


  
David G. Anderson

  
Ramona Kay Anderson

State of Idaho                                 )  
  )ss  
County of Twin Falls                         )

On this 6 day of December, 2007, before me, a Notary Public in and for said state, personally appeared David G. Anderson and Ramona Kay Anderson, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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: Kimberly  
Commission Expires: 10/30/13

