

Instrument # 861988

NEZ PERCE COUNTY

10-16-2018 04:53:35 PM No. of Pages: 13

Recorded for : MCKARCHER LAW ✖

PATTY WEEKS Fee: 46.00

Ex-Officio Recorder Deputy *Cindy J. Deampo*

Index to: COVENANTS

Recording Requested By and
When Recorded Return to:

Joshua McKarcher
McKarcher Law PLLC
537 6th Street
Clarkston, WA 99403

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**, Petro Properties, LLC ("OWNER") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Petro Properties, 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 "Restricted Area" of the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Petro Properties, LLC is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code §55-3008, Petro Properties, LLC, as the holder is also the **GRANTEE**.

Property. This Environmental Covenant concerns real property located at 815 Snake River Avenue, Parcel Number RPL15600000300, County of Nez Perce, State of Idaho, legally described as a parcel of land situated in Section 01, Township 35 North, Range 6 West, (hereafter referred to as "the Property"). The Property is legally described in Schedule B, (Deed). The "Restricted Area" of the Property is described in Schedule A. The Property is currently owned by Petro Properties, LLC. In 2017, substantially all the assets of SRA Holdings, Inc. (formerly known as Petro Concepts, Inc., doing business as Thiessen Oil Company) were sold to CityServiceValcon, LLC, which is now authorized to do business as Thiessen Oil Company.

Property Ownership. Petro Properties, LLC 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 Petro Properties, LLC has the power and authority to enter into this Environmental Covenant.

**✖ MCKARCHER LAW
VIA: VALLEY MESSENGER**

Reason for Activity and Use Limitations. The Property described above is used to operate a bulk fuel storage and distributing facility, which was contaminated with motor fuel. On April 22, 2010, Petro Concepts, Inc. entered into a Consent Order with the Department to remediate the Property. Petro Concepts, 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 benzene, toluene, ethylbenzene, xylenes, and naphthalene in groundwater and ethylbenzene, xylenes and naphthalene in subsurface soil underlying a portion of the Property referred to as the "Restricted Area", as shown on Schedule A, (Map). These concentrations in groundwater and soil exceed the allowable risk-based concentration as determined by the Department therefore, future use of the Restricted Area portion of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the administrative record for the Thiessen Oil Company site, Electronic Data Management System No. 2012BAZ48, for the property described above can be found at the Idaho Department of Environmental Quality, Lewiston Regional Office, 1118 "F" Street, Lewiston, Idaho, 83501.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Petro Properties, LLC, and any successors in interest, are hereby restricted from using the Restricted Area of 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 "Restricted Area" of the Property, as shown on Schedule A, for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Groundwater may be extracted as part of an environmental investigation or remediation project.
2. The "Restricted Area" of the Property, as shown on Schedule A, may be used for commercial and industrial uses only. The "Restricted Area" of 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. New commercial or industrial buildings shall not be constructed on the "Restricted Area" of the Property, as shown on Schedule A. Existing buildings and structures may be used, maintained, and repaired for commercial and industrial uses. Commercial or industrial structures that are not intended for human occupancy, such as pipes, pumps, storage tanks, or similar structures, may be constructed on the Restricted Area of the Property.
4. There shall be no excavation of soil on the "Restricted Area" of the Property, as shown on Schedule A, unless the Department is notified in advance and all requirements by the Department are met prior to, during, and after excavation in that area.

Breach and Cure of Activity and Use Limitations. Petro Properties, LLC, 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, Petro Properties, LLC 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 Petro Properties, LLC or any successors in interest, and the 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 Restricted Area of 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. Petro Properties, LLC, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Restricted Area of the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating, with the existing record or by submitting additional information into the record, to the Department that contaminated soils and groundwater are currently at levels the Department deems in writing to be adequate for the "Restricted Area" of the Property, as shown in Schedule A, 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 Restricted Area 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 Restricted Area of the 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 Restricted Area of Property shall be deemed by their purchase, leasing, or possession of such Restricted Area of the Property, to be in accord with this Environmental Covenant and to agree for and among themselves, and their successors, that the Activity and Use Limitations, Compliance Reporting, and other ongoing obligations as herein established must be adhered to and that their interest in the Restricted Area of 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 Restricted Area of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by Petro Properties, LLC, 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 Petro Properties, LLC, 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 Petro Properties, LLC, 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. Each year, the then-current owner of the Property (currently Petro

Properties, LLC) shall submit to the Department written documentation verifying that the activity and use limitations remain in place and the then-current owner's 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 Petro Properties, LLC or its successors-in-interest, including subsequent owners of the Restricted Area of the Property and any other person using the Property. Failure of Petro Properties, LLC, 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 then-current owner 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 Petro Properties, LLC 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, after providing reasonable notice to the owner(s) of the Property, 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-current 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 Petro Properties, LLC 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.

OWNER: Petro Properties, LLC
ATTN: Karen Denevan
 13586 Farm To Market Road
 McCall, Idaho 83638

THE DEPARTMENT: Idaho Department of Environmental Quality
ATTN: State Response Program Manager
 1410 North 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 Petro Properties, LLC or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Petro Properties, LLC 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 Nez Perce County Recorder's office.

Signature and Acknowledgments Accepted:

Signature and Acknowledgements

Accepted:

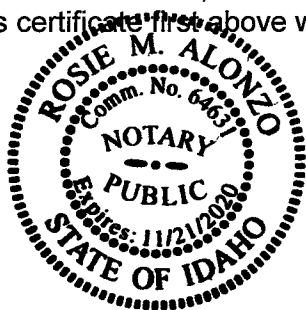
Idaho Department of Environmental Quality

Signature: *John H. Tippetts*
 Printed Name: John Tippetts
 Title: Director, Idaho Department of Environmental Quality
 Date: Sept. 26, 2018

State of Idaho)
) ss.
 County of Ada)

On this 26 day of September, in the year 2018, before me, a Notary Public in and for said County and State, personally appeared John 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

Signature and Acknowledgments

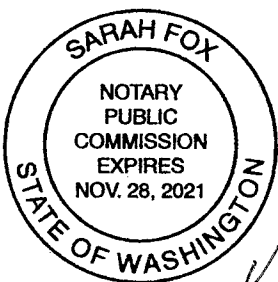
Accepted:

Property Owner: Petro Properties, LLC

Signature: [Handwritten Signature]
Printed Name: Tracy Popham
Title: Member
Date: 9/21/18

State of Washington)
County of Asotin) ss.

This record was acknowledged before me on September 21, 2018 by Tracy Popham, as a Member of Petro Properties, LLC.

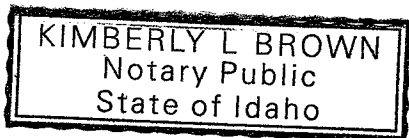


Sarah Fox
Notary Public for Washington
My commission expires: November 28, 2021

Signature: [Handwritten Signature]
Printed Name: Karen Denevan
Title: Member
Date: 9-24-18

State of Idaho)
County of Valley) ss.

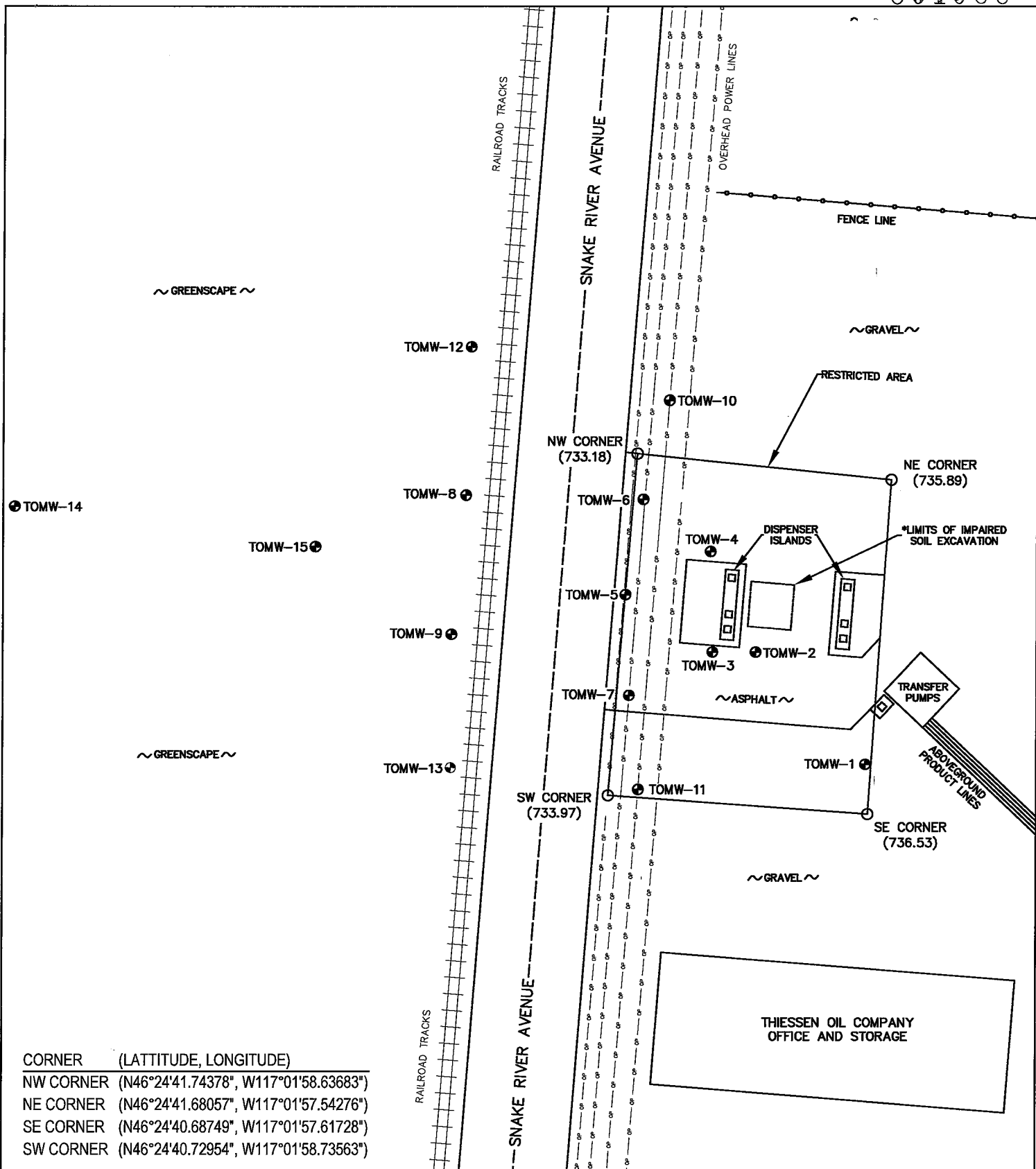
This record was acknowledged before me on Sept 24, 2018 by Karen Denevan, as a Member of Petro Properties, LLC.



Kimberly L Brown
Notary Public for Idaho
My commission expires: May 31, 2023

- SCHEDULES
- Schedule A – Restricted Area Map
- Schedule B – Deed

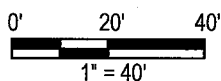
SCHEDULE A



CORNER	(LATTITUDE, LONGITUDE)
NW CORNER	(N46°24'41.74378", W117°01'58.63683")
NE CORNER	(N46°24'41.68057", W117°01'57.54276")
SE CORNER	(N46°24'40.68749", W117°01'57.61728")
SW CORNER	(N46°24'40.72954", W117°01'58.73563")

LEGEND

- Approximate Monitoring Well Location and Identification TOMW-1
- Survey Point Identification and Elevation SE CORNER (736.53)



MATERIALS TESTING & INSPECTION

2791 S. Victory View Way Phone: 208 376-4748
Boise, ID 83709-2835 Fax: 208 322-6515
E-mail: mti@mti-id.com

**Schedule A
Restricted Area Map**

Thiessen Oil Company
815 Snake River Avenue
Lewiston, Idaho
30 April 2018

SCHEDULE B

1106d

INDEXED (✓)
 FILMED (✓)
 DELIVERED ()
 MAILED A ()

MICROFILM NO. 671553
 INSTRUMENT NO. 671553
 FILED FOR RECORD
 REG. BY LAND TITLE

2002 JAN 31 P 3: 25

WARRANTY DEED

PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY Jeri Parr DEPUTY

For Value Received, RICHARD E. NELSON, a single man, as Grantor, does hereby grant, bargain, sell and convey unto PETRO PROPERTIES, LLC, an Idaho Limited Liability Company, the Grantee, whose current address is 875 SNAKE RIVER AVE, Lewiston, Idaho 83501, all of his interest in the following described premises situate in the County of Nez Perce, State of Idaho, to-wit:

Commencing at a point on the West line of Lot 10 of Acres a distance of 630 feet Northerly from the Southwest corner of said Lot 10 of Acres; thence East a distance of 228 feet; thence Northerly parallel to the West line of Lot 10 of Acres a distance of 275 feet; thence West a distance of 228 feet to the West line of Lot 10 of Acres; thence South along the West line of Lot 10 of Acres 275 feet to the POINT OF BEGINNING.

AND ALSO, commencing at a point on the West line of Lot 10 of Acres, a distance of 630 feet Northerly from the Southwest corner of said Lot 10 of Acres; thence East a distance of 228 feet; thence Northerly parallel to the West line of Lot 10 of Acres a distance of 275 feet as THE TRUE POINT OF BEGINNING; thence East a distance of 50 feet; thence Southerly and parallel to the West line of Lot 10 of Acres a distance of 150 feet; thence West a distance of 50 feet; thence Northerly and parallel to the West line of Lot 10 of Acres a distance of 150 feet TO THE POINT OF BEGINNING.

SUBJECT TO Deed of Trust dated September 22, 1992, executed by RICHARD E. NELSON, a single man, as Grantor, to LAND TITLE OF NEZ PERCE COUNTY, as Trustee for SEAPORT CITIZENS BANK, as Beneficiary, recorded September 28, 1992 as Instrument No. 565327, records of Nez Perce County, Idaho. Said Deed of Trust was amended or modified by instrument dated April 16, 1993 and recorded April 20, 1993 as Instrument No. 571777, records of Nez Perce County, Idaho. Grantee, by accepting delivery of and recording this Deed, agrees to assume and pay said Deed of Trust, according to its terms, and further guarantees to save and hold Grantor herein safe and harmless therefrom.

SUBJECT TO Easement for right-of-way, including its terms, covenants and provisions, as discussed by instrument to THE WASHINGTON WATER POWER COMPANY, recorded April 25, 1973 as Instrument No. 367546, records of Nez Perce County, Idaho.

SUBJECT TO Reservations as disclosed in Bargain and Sale Deed, including any provisions and limitations thereof, wherein MOBIL OIL CORPORATION, is Grantor, and GEORGE R. THIESSEN, a married man, is Grantee, recorded May 18, 1979 as Instrument No. 425202, records of Nez Perce County, Idaho.

SUBJECT TO Deed of Trust dated June 14, 1995, executed by RICHARD E. NELSON, a single man, as Grantor, to LAND TITLE OF NEZ PERCE COUNTY, as Trustee for SEAPORT CITIZENS BANK, as Beneficiary, recorded June 19, 1995 as Instrument No. 598650, records of Nez Perce County, Idaho. Grantee, by accepting delivery of and recording this Deed, agrees to assume and pay said Deed of Trust, according to its terms, and further guarantees to save and hold Grantor herein safe and harmless therefrom.

SUBJECT TO Deed of Trust dated July 17, 1996, executed by RICHARD E. NELSON, as Grantor, to LAND TITLE OF NEZ PERCE COUNTY, as Trustee for SEAPORT CITIZENS BANK, as Beneficiary, recorded July 23, 1996 as Instrument No. 611218, records of Nez Perce County, Idaho. Grantee, by accepting delivery of and recording this Deed, agrees to assume and pay said Deed of Trust, according to its terms, and further guarantees to save and hold Grantor herein safe and harmless therefrom.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that he is the owner in fee simple of said premises; that they are free from all encumbrances except those set forth above, and taxes, levies and assessments for 2002 and thereafter; and that he will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this

30th day of January, 2002.

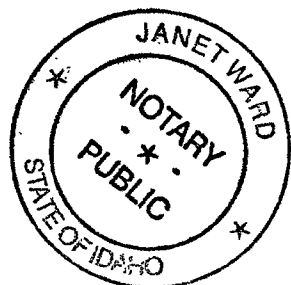
GRANTOR:


RICHARD E. NELSON

STATE OF IDAHO)
 : ss
County of Nez Perce)

On this 30th day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RICHARD E. NELSON, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Ward
Notary Public in and for the State of Idaho,
residing at Leurston.

My commission expires 9/24/03.