

2024-037101

RECORDED

11/14/2024 10:58 AM



00838865202400371010140140

Recording Requested By and  
When Recorded Return to:

RICK HOGABOAM

CANYON COUNTY RECORDER

Pgs=14 PBRIDGES

\$49.00

MISC

FRANKLIN UNITED INC

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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**

Covey Run, LLC is the GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Covey Run, LLC is the GRANTEE.

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Covey Run, LLC, 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. Covey Run, LLC is a "holder" as defined in Idaho Code § 55-3002(6). Covey Run, LLC, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property at 702 1<sup>st</sup> Street South, Nampa, Idaho, County of Canyon, State of Idaho, legally described as Canyon County Parcel R13179, Original Lots 10 & 12, Block 2, T3N, R2W, Sec. 22 (hereafter referred to as "the Property"). The Property is legally described in the deed of the Property attached Schedule A. The Property and Restricted Area are depicted in a map and described by record of survey in the attached Schedule B.

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

Reason for Activity and Use Limitations. The Property is used as a petroleum fuel bulk storage and distribution facility. This Environmental Covenant is required because site assessments have demonstrated that residual concentrations of benzene, ethylbenzene, total xylenes, naphthalene, and ethylene dibromide in subsurface soil and benzene in groundwater underly the Property. These concentrations are above allowable risk-based concentrations 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. A copy of the United Oil Nampa Petroleum Release (Facility Identification 3-GR-0615), Electronic Data Management System record number 2022BAR60, can be found at the Boise Regional Office of the Department of Environmental Quality located at 1445 North Orchard Street in Boise, Idaho, 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Covey Run, 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 from the Restricted Area of the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Groundwater may only be extracted as part of an environmental investigation or remediation project.
2. No new enclosed buildings of any kind or nature shall be constructed on the Restricted Area of the Property as shown in Schedule B.
3. The Restricted Area of the Property 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.
4. There shall be no excavation of soil in the Restricted Area of the Property as shown on Schedule B without prior notification and approval from the Department.

Breach and Cure of Activity and Use Limitations. Covey Run, 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, Covey Run, 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 Covey Run, LLC, or any successors in interest, and Department.

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 this Environmental Covenant to a new holder is an amendment. The holder waives their right to sign the amendment as provided in Idaho Code § 55-3010(1)(c).

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. Covey Run, LLC, 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 soils and groundwater are at levels the Department deems in writing to be adequate for the Restricted Area of the Property to be developed for unrestricted use.

Upon a request and demonstration of the record for termination of the Environment Covenant,

the Department will take all reasonable steps to locate or identify holders to determine consent to terminate. If the Department finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence, the Holder waives their right to sign the termination as provided in 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 of Environmental Covenant. This Environmental Covenant and any amendment or termination of this 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. This Environmental Covenant or any amendment or termination shall be recorded by Covey Run, 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, Covey Run, 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 this recorded Environmental Covenant, or any amendment or termination, shall be provided by Covey Run, LLC, or by its successors in interest, to the following persons: (a) each person that signed this 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 this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Covey Run, LLC, or its 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 this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Covey Run, LLC, or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure of Covey Run, LLC, or its successors 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 Covey Run, LLC 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 Covey Run, 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 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 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 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 address as a party, or its successors to this Environmental Covenant, may designate in a written notice given to the other parties to this Environmental Covenant. 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: Christensen Incorporated or Covey Run, LLC  
1060 Jadwin, Suite 150  
Richland, WA 99352  
855 335-9448  
<https://christensenusa.com>

THE DEPARTMENT:  
Idaho Department of Environmental Quality  
**ATTN:** Assessment and Compliance Bureau Chief  
Waste Management and Remediation Division  
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 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 this 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 Consent Order or other agreement relating to remediation of the Property entered into between the Department and Covey Run, LLC, or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Covey Run, LLC, or any other responsible party under such 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:

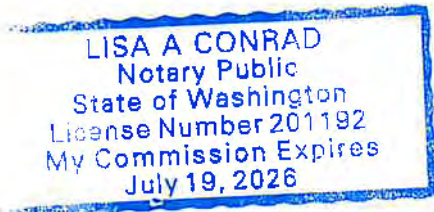
Property Owner

Signature: [Handwritten Signature]  
Printed Name: Brandon Z. Christensen  
Title: V.P. Physical Assets  
Date: 10-17-24

State of WA )  
County of Benton ) ss.

On this 17 day of October, in the year 2024, before me a Notary Public in and for said County and State, personally appeared Brandon Christensen known or identified to me, to be an authorized agent of the above-named limited liability company that executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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 Lisa A. Conrad  
Residing at: Prosser, WA  
Commission Expires: July 19/2026

**Schedule A**  
**Property Deed**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2022-033167**  
RECORDED  
**17/01/2022 03:43 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=3 EHOWELL \$15.00  
TYPE: DEED  
FIRST AMERICAN TITLE AND ESCROW  
ELECTRONICALLY RECORDED

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

38489520-TD/MC

(Space Above For Recorder's Use)

**WARRANTY DEED**

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, FRANKLIN UNITED, INC., an Idaho corporation ("Grantor"), conveys, grants and warrants to COVEY RUN, LLC, a Washington limited liability company ("Grantee"), whose address is 1060 Jadwin Avenue, Ste. 150, Richland, WA 99352-3532 and its successors and assigns forever, the following described real property:

See **Exhibit A** attached hereto and incorporated herein by this reference for legal description. (the "Property")

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Property would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the Property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

*[remainder of page intentionally blank, signatures and notary  
acknowledgements on following pages]*

**WARRANTY DEED**  
(702 - 1<sup>st</sup> Ave S., Nampa, ID)

**RECEIVED IDEQ-BRO**

**MAR 06 2024**



**EXHIBIT A**

**Legal Description**

Surface rights and the first five hundred (500) feet below said surface of Lots 10 and 12, Block 2, AMENDED PLAT OF NAMPA ORIGINAL TOWNSITE, Nampa, Canyon County, Idaho, in Book 1 of Plats, Page 7, records of said County.

State of Idaho

) ss.

County of Canyon

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED 3-4-2024

RICK HOGASOAM, Clerk of the District Court  
and Ex Officio Recorder

By [Signature]  
Deputy

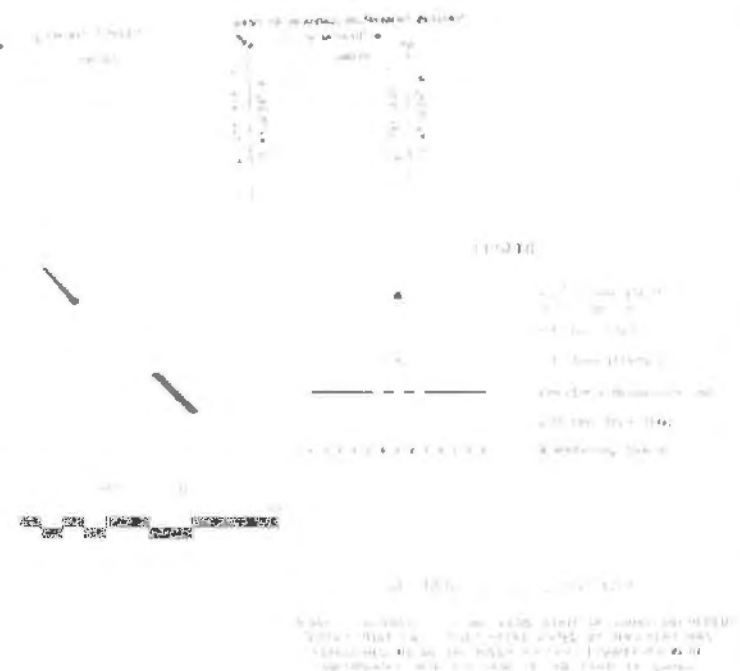
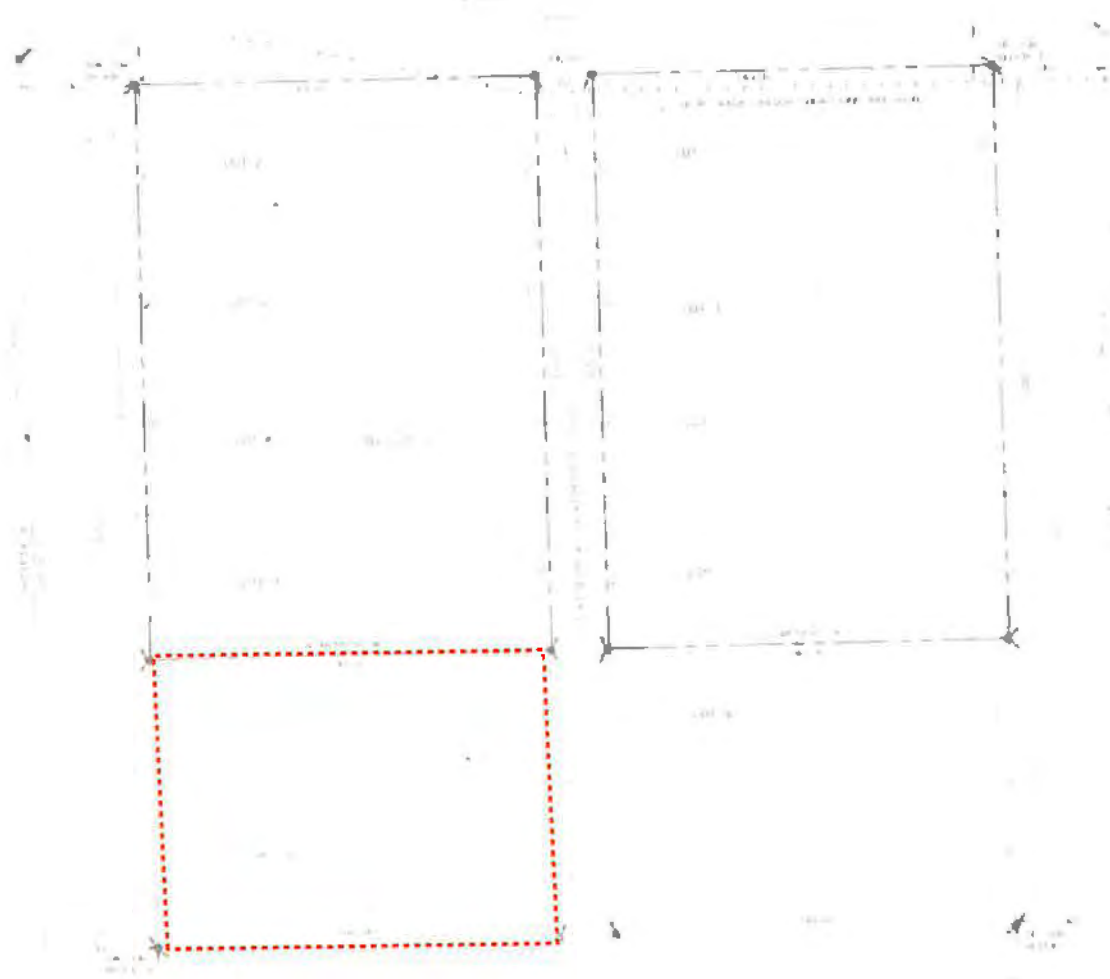


Attached to Inst #  
2022-033167

# **Schedule B**

**Record of Survey  
and  
Figure 1 (Restricted Area)**

RECORD OF SURVEY  
 BLOCK 3, AMENDED PLAT OF NAMPA  
 AS RECORDED IN BOOK 1 OF PLATS, PAGE 13  
 SITUATED IN THE NW 1/4 SE 1/4, NE 1/4 SW 1/4  
 SECTION 22, T3N, R2W, B.M.  
 CANYON COUNTY, IDAHO



BENCHMARK CONSTRUCTION	
BLAKLEY, BUTURLA CONSULTING ENGINEERS	
DATE: 01/15/2014	SCALE: AS SHOWN
PROJECT: 14-001	DATE: 01/15/2014
BY: [Signature]	CHECKED: [Signature]

THIS SURVEY WAS MADE BY THE SURVEYOR AND ENGINEER, AND THE ACCURACY OF THE SAME IS GUARANTEED TO THE BEST OF HIS ABILITY AND KNOWLEDGE. THE SURVEYOR AND ENGINEER ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

**FIGURE 1**  
**ENVIRONMENTAL COVENANT**  
702 1ST STREET SOUTH, NAMPA, IDAHO 83651  
CANYON COUNTY PARCEL: R13179, 0.32 +/- ACRES  
ORIGINAL LOTS 10 & 12, BLOCK 2, T3N, R3W, SECTION 22

