

Instrument # 282676

MURPHY, OWYHEE, IDAHO
11-25-2013 10:30:47 No. of Pages: 14
Recorded for : CITY OF GRAND VIEW
ANGELA BARKELL Fee: 49.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: AFFIDAVIT

Recording Requested By and
When Recorded Return to:

STATE OF IDAHO }
County of Owyhee } ss

I hereby certify that the foregoing
instrument is a true and correct copy of the
original as it appears _____

Record of Owyhee County

Dated *November 25, 2013*

Title *City of Grand View*

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 City of Grand View ("OWNER or "Grand View"), 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. Grand View is a "holder" as defined in Idaho Code § 55-3002(6). OWNER, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property at 615 Riverside Avenue the County of Owyhee, State of Idaho, legally described as Parcel #RPD0000015540A in the northwest quarter of the southwest quarter of Section 15, Township 5 south, Range 3 east (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The Restricted Area of the Property that the Activity and Use limitations described in this Environmental Covenant applies to is depicted on the figure in attached Schedule B (hereby referred to as "Restricted Area"). The Restricted Area as depicted in Schedule B consists of the northern 275 feet of the Property and is approximately 105 feet wide at the northern extent and 85 feet wide at the southern extent.

Property Ownership. OWNER 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 OWNER has 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 retail fueling business, a bulk fuels, oils and lubricants distribution business, and an automotive repair business, becoming contaminated with petroleum compounds. On July 23, 2013 the City of Grand View entered into a Consent Order with the Department to remediate

the Property. The City of Grand View implemented a corrective action plan ("CAP") approved by the Department on the Property. This Environmental Covenant is required because after implementation of the CAP residual concentrations of benzene, toluene, and benzo(a)anthracene remain in soil above their respective risk based screening levels based on groundwater protection. The residual concentrations for benzo(a)pyrene in soil are above their respective risk based screening levels based on direct contact. The residual concentrations of ethylbenzene, naphthalene, and xylenes in soil are above their respective risk based screening levels based on vapor intrusion. Ethylbenzene was detected in groundwater underlying the Property above the maximum contaminant level for drinking water. These concentrations are above 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. A copy of the former Goodman Oil assessment and remediation documents can be found at the Department's Boise Regional Office located at 1445 N. Orchard in Boise, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, OWNER, and any successors in interest, are hereby restricted from using the restricted Area of the Property depicted on the figure in attached Schedule B, 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 except for the purpose of environmental assessment or remediation, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
2. The Restricted Area, and any portion thereof, may be used for commercial and industrial uses only, including a park. The Restricted Area 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 depths greater than 9 feet below ground surface without prior written authorization from the Department within the Restricted Area.

Breach and Cure of Activity and Use Limitations OWNER, 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 Owner 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 Owner 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 OWNER, 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 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 OWNER, 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, OWNER, 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 OWNER, 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. Owner[s], 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 OWNER or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of OWNER, 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 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 the OWNER 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 OWNER 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: City of Grand View
 P.O. Box 69
 Grand View, ID. 83624

THE DEPARTMENT:
 Idaho Department of Environmental Quality
 ATTN: State Response Program 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.

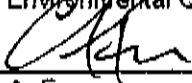
Idaho Code References. All references to the Idaho Code sections include successor provisions.

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 OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER 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: 
Printed Name: Curt A. Fransen
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this 21 day of November, in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Curt A. Fransen, 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, Idaho
Commission Expires: 11/30/2015

Signature and Acknowledgments

Accepted:

City of Grand View

Property Owner

Signature: Opal Ward
Printed Name: Opal Ward
Title: Mayor
Date: 11-6-13

State of Idaho, county of Owyhee, ss.

On this 6TH day of NOVEMBER in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Opal Ward, known or identified to me to be the Mayor of the City of Grandview that executed this Environmental Covenant, and acknowledged to me that the City of Grandview 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: Owyhee County
Residing at: 135 STATE ST. GRANDVIEW, IDAHO
Commission Expires: 8/27/2019



Schedule A

I hereby certify that the foregoing instrument is a true and correct copy of the original as it appears

Record of Owyhee County

Dated June 10th 2013

Title Quitclaim Deed

QUITCLAIM DEED

THIS INDENTURE, made this 7th day of June, 2013, between Goodman Oil Company, an Idaho corporation, who acquired title as Goodman Oil Company, a co-partnership, under Warranty Deed recorded June 16, 1945, in Book 34 of Deeds, page 472 Owyhee County records, the Grantor, of P.O. Box 4004, Boise, Idaho 83711, and the City of Grand View, Idaho, a municipal corporation of the County of Owyhee, State of Idaho, of P.O. Box 69, Grand View, Idaho 83624, the Grantee.

WITNESSETH: That the said Grantor, for the purpose of making a gift to the Grantee and for other good and valuable consideration, does by these presents remise, release, convey and forever quitclaim, unto the said Grantee, and to its successors and assigns, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property located in the County of Owyhee, State of Idaho, and particularly described as follows:

A parcel of land commencing at a point where the South line of Main Street intersects the Snake River; thence southwesterly along the southeast line of Main Street to the intersection of Riverside Avenue; thence in a southeasterly direction along the northeast line of Riverside Avenue to the Snake River; thence in a northwesterly direction along the bank of Snake River to the point of beginning in the Townsite of Grandview, Owyhee County, Idaho, together with and in addition thereto, the north forty feet (40') of vacated Main Street from the northeast boundary of Riverside Avenue to the highwater mark of the Snake River, all located in Section 15, Township 5 South, Range 3 East, Boise Meridian, in the City of Grand View, Owyhee County, Idaho.

This deed is made expressly subject to Grantee's agreement that Grantor shall be released from any future liability associated with the property hereby conveyed and in consideration of the gift of the property to Grantee, Grantee shall release and indemnify Grantor from any and all such future liability.

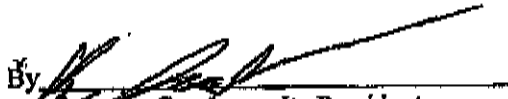
Instrument # 281145
MURPHY, OWYHEE, IDAHO
6-10-2013 10:25:23 No. of Pages: 4
Recorded for: CITY OF GRAND VIEW
ANGELA BARKELL Fee: 12.00
Ex-Officio Recorder Deputy
Insee to: DEED, QUIT-CLAIM

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

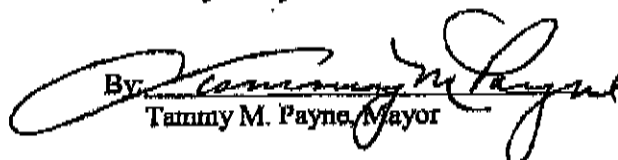
Goodman Oil Company,
an Idaho corporation,

By: 
Royce A. Goodman, Its President

ATTEST:

By: 
Royce A. Goodman, Its Secretary

CITY OF GRAND VIEW, IDAHO
a municipal corporation,

By: 
Tammy M. Payne, Mayor

ATTEST:

By: 
Teena Lewis, City Clerk

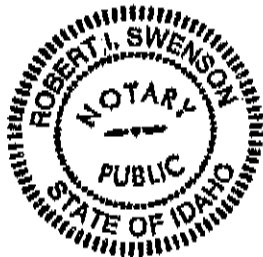
STATE OF IDAHO

COUNTY OF BLAINE)

) ss.

On this 7 day of JUNE, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Royce A. Goodman, known or identified to me to be the president and secretary of Goodman Oil Company, the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation 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.

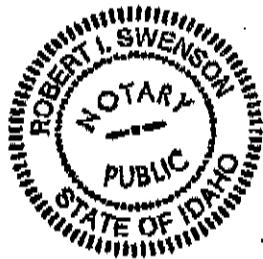


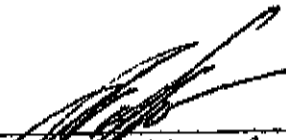

Notary Public for Idaho,
Residing at: BLAINE, Idaho.
My commission expires: 12/12/2013

STATE OF IDAHO)
COUNTY OF Blaine) ss.

On this 7 day of June, 2013, before me, the undersigned, a Notary Public in and for said State personally appeared Tammy M. Payne and Teena Lewis, known to me to be the Mayor and Clerk respectively of the City of Grand View, Idaho, the municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal corporation executed the same.

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




Notary Public for Idaho,
Residing at: Grand View, Idaho.
My commission expires: 12/12/2013

Schedule B



Restricted Area

River Side Ave

Maple St

Newport St

S

© 2013 Google
SBOT IMAGE

Imagery Date: 10/5/2012

42°59'21.60" N 116°05'33.24" W elev 235

Google



Restricted Area

State St

Main St

Riverside Ave

Main Ave

1st St

Boise Ave

299 ft

© 2013 Google
© SPOT IMAGE

Google earth

Imagery Date: 10/5/2012 42°59'21.60" N 116°05'33.24" W elev 2355 ft eye alt 3699 ft