

2015-011974

RECORDED

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Recording Requested By and
When Recorded Return to:



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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MISC

DEPT ENVIR QUALITY

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 Ovation Properties, 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. Ovation Properties, LLC is a "holder" as defined in Idaho Code § 55-3002(6). Ovation, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 720 (and/or 724) 12th Avenue Road, City of Nampa, County of Canyon, and State of Idaho, and is legally described in Exhibit A. (hereafter referred to as "the Property"). The Activity and Use Limitations restricting the Property to commercial and industrial uses and the excavation restriction applies to the entire property and is designated as Restricted Area 1. A portion of the Property, generally described as the northern half, has an additional building restriction applied designated as Restricted Area 2. The figure depicting Restricted Area 1 (the entire property) is attached as Exhibit B and Restricted Area 2 (the northern portion of the property) is attached as Exhibit C.

Property Ownership. Ovation 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 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 gas/service station, becoming contaminated with the following constituents: ethylbenzene, total xylenes, benzo(a)pyrene, and naphthalene. Soil sampling was conducted on the Property under the direction of the Department's Brownfields Program. The result of the

work performed indicated certain petroleum constituents were present above unrestricted use concentrations known as residential use screening levels. The activity and use limitations described in this covenant apply to soils. Groundwater restrictions are not required under this Environmental Covenant based on groundwater monitoring results. This Environmental Covenant is required because residual soil concentrations of the above mentioned petroleum constituents are above allowable risk-based concentration as determined by the Department in soils underlying the property. Therefore, future use of the Restricted Areas shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the January 5, 2015, Limited Phase II Environmental Site Assessment and Risk Evaluation and all related documents for the two Restricted Areas of this Property can be found in the Former Nampa Realty Folder (TRIM # 2014BBC10) at the Idaho Department of Environmental Quality, Boise Regional Office, 1445 North Orchard, Boise, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Ovation, 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. Restricted Area 1 of the Property (Exhibit B), and any portion thereof, may be used for commercial and industrial uses only. The Restricted Area 1 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.
2. Excavation or any other disturbances of soil on Restricted Area 1 of the Property (Exhibit B) are prohibited, except that soil may be excavated in conjunction with a soil management plan, (attached as Exhibit D) or other activities that are approved by the Department. The Department shall be notified prior to any excavation activities. Any deviations from the soil management plan must be approved by the Department prior to conducting excavation activities or continuing excavation activities until deviations are approved by the Department.
3. No buildings of any kind or nature shall be constructed or located in Restricted Area 2 depicted in Exhibit C, generally described as beginning at the Northwest corner of the property to the south for 60.00 feet, turning east and continuing 131.00 feet, turning north and continuing 60.00 feet and then turning west and continuing 131.00 feet to the point of the beginning. This Restricted Area 2 depicted in Exhibit C is a subset of Restricted Area 1 is depicted in Exhibit B. Restricted Area 1 covers the entire Property.

Breach and Cure of Activity and Use Limitations Ovation, or its successors in interest, shall be responsible for demonstrating that use in the Restricted Area 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, Ovation 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 Ovation 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. Ovation, 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:

1. Contaminated soils are at levels the Department deems in writing to be adequate for the Restricted Portion of the Property to be developed for unrestricted use.
2. To terminate the Activity and Use limitation regarding the construction of buildings in Restricted Area 1 or the construction of buildings in Restricted Area 2 of the Restricted Portion, risks from residual contamination, associated with vapor intrusion, are assessed and deemed by the Department in writing to be acceptable for the specified land use OR a vapor intrusion mitigation system, approved in writing by the Department, is designed, and constructed which demonstrates acceptable reduction in vapor intrusion risk for the specified use. The ability to operate and maintain the vapor mitigation system until such time as it is demonstrated to not be required for protection of human health must also be demonstrated to the satisfaction of the Department.

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 Ovation, 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, Ovation, 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 Ovation, 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. Ovation, 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 Ovation or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Ovation, 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 Ovation 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 Ovation 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 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 Ovation 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.

OWNERS: Ovation Properties, LLC:
Stephen Taylor
P.O. Box 1545
Brush Prairie, WA 98606

Michael Meuret
P.O. Box 1240
Meridian, ID 83680

Teach Investments, LLC
Chris Taylor
366 SE 44th Ave.
Portland, OR 97215

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 Ovation or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Ovation 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:

Ovation Properties, LLC - Stephen Taylor

Signature: [Signature]

Printed Name: Stephen Taylor

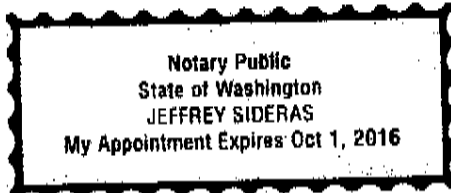
Title: Member

Date: 3/31/15

Washington ^{603/31/15}
State of ~~Idaho~~)
) ss.
County of Clark)

On this 31st day of March, 2015, before me, a Notary Public In and for said State, personally appeared Stephen Taylor, known or identified to me to be the member of Ovation Properties, LLC., the corporation that executed the instrument or the person who executed the instrument on behalf of such corporation and acknowledged to me that such 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.



Washington ^{603/31/15}
Notary Public for ~~Idaho~~: [Signature]
Residing at: Clark County
Commission Expires: October 1, 2016

Signature and Acknowledgments

Accepted:

Ovation Properties, LLC - Michael Meuret

Signature: [Signature]

Printed Name: Michael Meuret

Title: Member

Date: 3/27/15

State of Idaho)

) ss.

County of Ada)

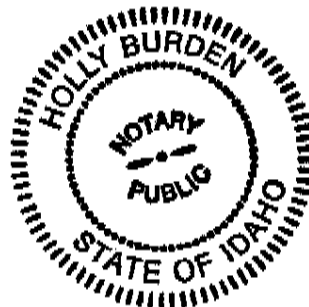
On this 27 day of March, 2015, before me, a Notary Public in and for said State, personally appeared Michael L. Meuret, known or identified to me to be the Member of Ovation Properties, LLC, the corporation that executed the instrument or the person who executed the instrument on behalf of such corporation and acknowledged to me that such 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: [Signature]

Residing at: 6620 N. Under Rd

Commission Expires: 10-16-18



Signature and Acknowledgments

Accepted:

Ovation Properties, LLC - Chris Taylor, Teach Investments, LLC

Signature: [Signature]

Printed Name: Chris S. Taylor

Title: Member

Date: MARCH 30, 2015

OREGON
State of ~~Idaho~~ Ore

) ss.

County of Multnomah

On this 30th day of March, 2015, before me, a Notary Public in and for said State, personally appeared CHRIS S. TAYLOR, known or identified to me to be the Member of Ovation Properties, LLC., the corporation that executed the instrument or the person who executed the instrument on behalf of such corporation and acknowledged to me that such 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.

OREGON
Notary Public for ~~Idaho~~ Ore Alonda Ann Whitney
Residing at:

Wells Fargo Commission Expires: 9/18/2015

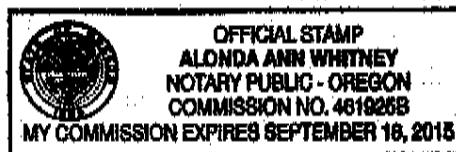


Exhibit A

Property Deed and Legal Description



TitleOne
a title & escrow co.

2014-013505

RECORDED

04/15/2014 02:17 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 MBROWN \$13.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

Order Number: 14233643 *ST/SD*

WARRANTY DEED

For Value Received,

Nampa Realty, inc., an Idaho corporation, the Grantor, does hereby grant, bargain sell and convey unto, Ovation Properties, LLC, an Idaho limited liability company, whose current address is 18462 Sand Hollow Road, Caidwell, ID 83607, the Grantee, the following described premises, in Canyon County, Idaho, To Wit:

Lots 4, 5 and 6 in Block 98 of the Amended Plat of Johnson's Subdivision to Nampa, according to the official plat thereof, filed in Book 3 of Plats at Page(s) 61, official records of Canyon County, Idaho.

EXCEPTING THEREFROM:

That portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed, recorded July 23, 1992 as Instrument No. 9216517, more particularly described as follows:

A parcel of land being on the Easterly side of the centerline of State Highway No. 45, Project No. HES-8313(100) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of Lot 6 in Block 98 of the Amended Plat of Johnson's Subdivision to Nampa, Idaho, according to the official plat thereof filed September 8, 1918 in Book 3 of Plats at Page 61 in the office of the County Recorder of Canyon County, Idaho, described as follows, to-wit:

Beginning at the Southwest corner of Block 98 of said Amended Plat of Johnson's Subdivision, Canyon County, Idaho, which bears North 89°38'30" East 39.90 feet from Station 419+45.14 of said State Highway No. 45, Project No. HES-8313(100) Highway Survey; thence South 89°48'00" East along the South line of said Block 98 a distance of 67.48 feet to a point which bears North 89°38'30" East 107.38 feet from Station 419+44.49 of said Highway Survey; thence North 84°33'13" West 43.34 feet to a point which bears North 89°38'30" East 64.26 feet from Station 419+48.87 of said Highway Survey; thence North 45°00'00" West 34.50 feet to a point in the West line of said Block 98 which bears North 89°52'34" East 40.0 feet from Station 419+73.58 of said Highway Survey; thence South 0°07'26" East along said West line 28.28 feet to the Place of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and

applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 3-19-14

Nampa Realty, Inc., an Idaho corporation

By: LeRoy M. Horne
LeRoy M. Horne, President

State of Idaho, County of Canyon, ss.

On this 19 day of March in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared LeRoy M. Horne, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Ward W. Pyles
Notary Public
My Commission Expires: 9/21/2014
(seal)

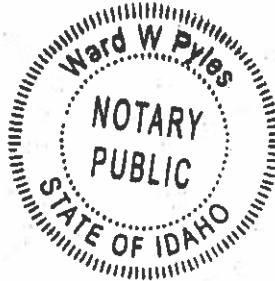


Exhibit B

Former Nampa Realty Property Restricted Area

Untitled Map

Write a description for your map.

Legend

Restricted Area 1

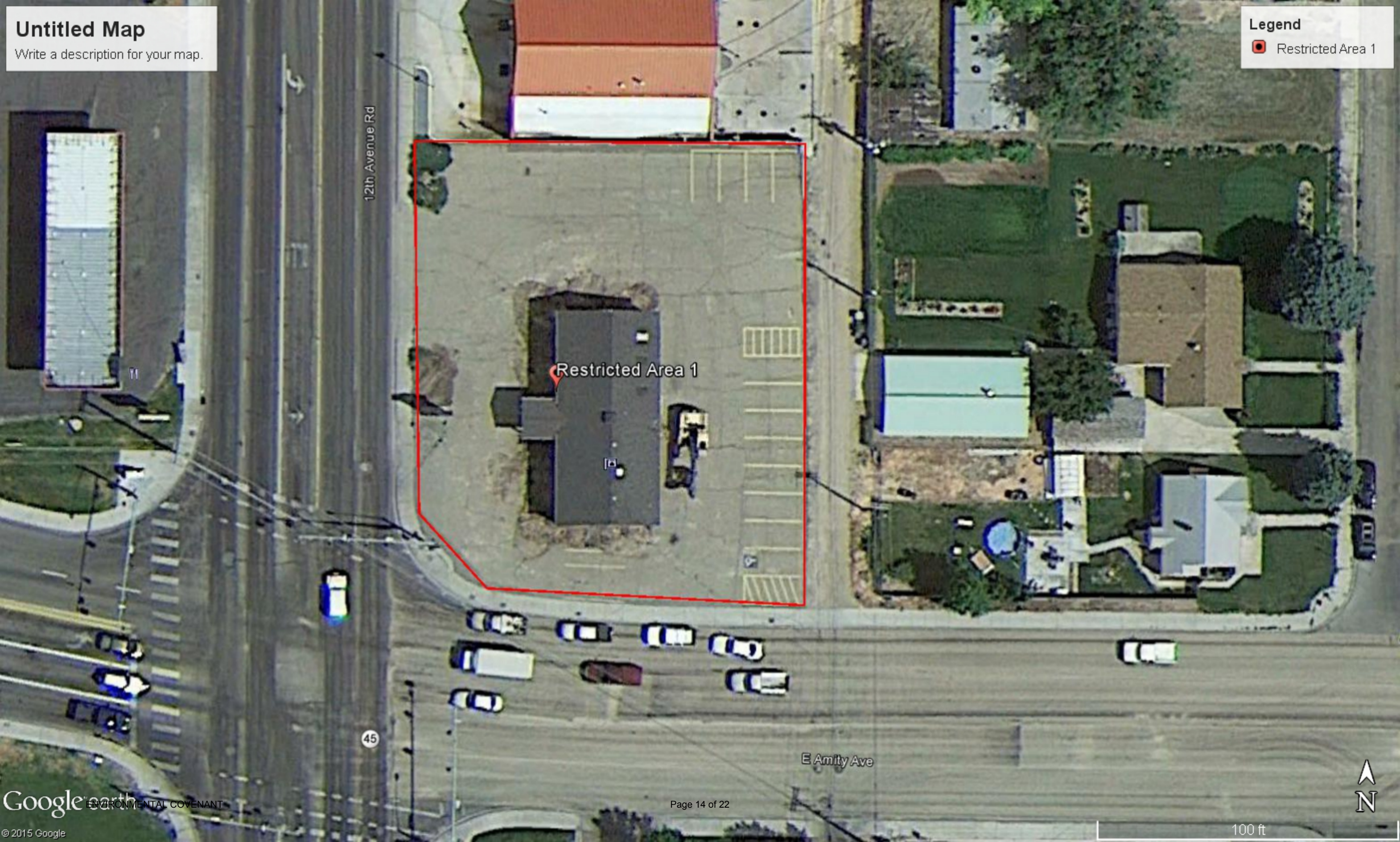
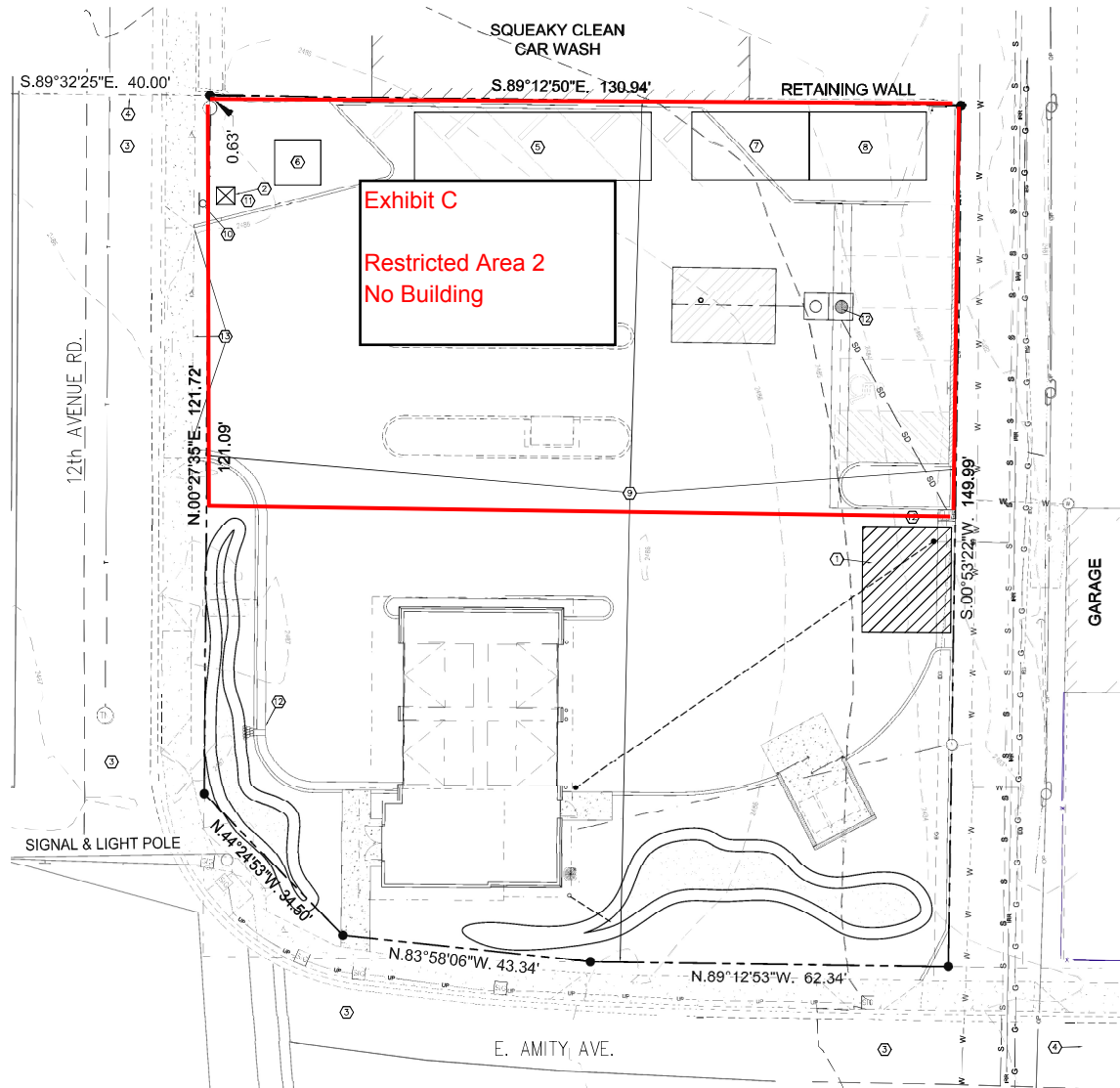


Exhibit C

Einstein's Building Restriction



- KEYNOTES**
1. CONSTRUCT CONSTRUCTION ENTRANCE - SEE I.S.P.W.C. SD-1005
 2. SUGGESTED LOCATION FOR SANITARY FACILITY
 3. SWEEP THE STREET AS NEEDED TO KEEP THE "MUD TRACKING" TO A MINIMUM
 4. PROTECT EXIST. CATCH BASINS IN THE AFFECTED AREA. INSTALL CATCH BASIN INSERT OR EQUAL PRODUCT. PRODUCT MUST BE LISTED ON THE IDAHO TRANSPORTATION DEPARTMENT QUALIFIED PRODUCTS LIST (QPL)
 5. CONSTRUCTION WORKER PARKING AREA
 6. SUGGESTED LOCATION FOR CONCRETE CLEAN-OUT. SEE CONCRETE CLEAN-OUT DETAIL IN E.S.C. NARRATIVE APPENDIX
 7. SUGGESTED LOCATION FOR MATERIAL & EQUIPMENT STAGING AREA. RESPONSIBLE PERSON MAY REUSE THIS LOCATION. ANY REVISION TO THE LOCATION OF THE STAGING AREA SHOULD BE DOCUMENTED IN THE E.S.C. & INSPECTION FORMS. CONSTRUCT PER CONSTRUCTION ENTRANCE REQUIREMENTS.
 8. TEMPORARY STOCKPILE AREA. GRADE AREA TO BE SELF CONTAINED & TO PERCOLATE STORM WATER ON SITE. AREA MAY BE MOVED BY THE CONTRACTOR AS LONG AS THE STOCKPILE AREA IS NOT IN THE R-O-W OR OTHER SENSITIVE AREAS ON SITE, AS DETERMINED BY THE ON SITE RESPONSIBLE PERSON.
 9. DUST CONTROL LIMITS
 10. CITY OF Nampa ESC & SWPPP SIGN POSTING LOCATION
 11. SUGGESTED LOCATION FOR SPILL PREVENTION KIT
 12. AFTER NEW STORM DRAIN SYSTEM IS INSTALLED, PROTECT CATCH BASINS. INSTALL "ULTRA DRANGUARD" CATCH BASIN INSERT OR EQUAL PRODUCT. SEE "ULTRA DRANGUARD" DETAIL IN E.S.C. NARRATIVE APPENDIX.
 13. CONSTRUCTION INGRESS EGRESS ONTO 12th AVENUE RD. (HWY 45) IS PROHIBITED

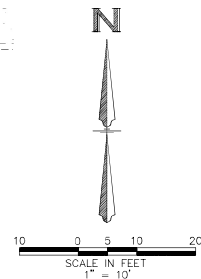
- EROSION CONTROL**
1. CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS IN THE ACCOMPANYING EROSION AND SEDIMENT CONTROL, NARRATIVE AND THIS E.S.C. PLAN.
 2. ALL RUNOFF FROM SITE CONSTRUCTION ACTIVITIES AND FROM RAINFALL EVENTS SHALL BE RETAINED ON SITE.
 3. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PREVENT:
 - TRACKING OF MUD AND DIRT ONTO ROAD. ROAD SWEEPING IS REQUIRED IF TRACKING OCCURS.
 - DISPOSAL OF SITE CONSTRUCTION WASTE IN STORM DRAIN SYSTEM.
 - ACCUMULATION OF CONSTRUCTION WASTE AND LITTER ON SITE.
 4. NO GRADING OR CONSTRUCTION ACTIVITIES SHALL OCCUR OUTSIDE OF THE PROPOSED IMPROVEMENTS SHOWN ON THE DEVELOPMENT PLANS FOR THIS SITE.
 5. REVEGETATION SHALL BE ACCOMPLISHED AS SOON AS PRACTICAL DURING CONSTRUCTION.
 6. STOCKPILE EXCAVATION MATERIALS SHALL BE PROTECTED FROM WATER AND WIND EROSION BY COVERING AS APPROPRIATE.
 7. SEE DEVELOPMENT PLANS OR PLAT FOR ALL SITE DIMENSIONS.
 8. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.
 9. PROTECTION OF EXISTING STORM DRAIN CATCH BASINS SHALL BE ESTABLISHED PRIOR TO CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN PAVED AND LANDSCAPING HAS BEEN ESTABLISHED.



E.S.C. PLAN DESIGNER

JIM E. COSLETT
 LICENSE #0002-00323 EXPIRES 3/25/17

SIGNATURE _____ DATE _____



Revisions	
Date	Description
1	
2	
3	
4	

ROCK SOLID CIVIL
 Civil Engineering & Surveying
 181 East 50th Street, Garden City, ID 83714
 Office Phone: 208.943.3777

REUSE OF DRAWINGS
 THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE THE PROPERTY OF ROCK SOLID CIVIL, LLC AND ARE NOT TO BE USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF ROCK SOLID CIVIL, LLC

EINSTEINS OILERY

Project Name _____
 Sheet Name _____

EROSION & SEDIMENT CONTROL PLAN

Stamp _____

Project No. RSC-1415
 Drawn By: RLC
 Date: September 23, 2014
 Sheet No. **C4**
 4 of 4

Exhibit D

Soil Management Plan

March 11, 2015
File: BO14280C

Ms. Tina Elayer
Idaho Department of Environmental Quality
1445 North Orchard
Boise, Idaho 83706
tina.elayer@deq.idaho.gov

RE: **SOIL MANAGEMENT PLAN**
Proposed Einstein's Oillery
724 North 12th Avenue Road
Nampa, Idaho

Dear Ms. Elayer:

Strata, A Professional Services Corporation (STRATA) has prepared this soil management plan for the proposed Einstein's Oillery site located at 724 12th Avenue Road in Nampa, Idaho (site). The soil management plan is based on the findings and conclusions of our Limited Phase II Environmental Site Assessment (ESA) and Risk Evaluation¹ dated January 5, 2015; prepared for the Idaho Department of Environmental Quality (DEQ) under Contract No. C974 referencing Task Orders 15 and 15A, dated September 8, 2014, and October 28, 2014, respectively.

The Limited Phase II ESA identified site soil impacted by concentrations of ethylbenzene, total xylenes, benzo(a)pyrene, and naphthalene exceeding established regulatory screening levels. A site-specific risk evaluation was performed using the results of the Phase II ESA. The risk evaluation indicated that the cumulative risk for non-residential receptors did not exceed acceptable risk levels based on exposure via indoor inhalation of vapor emissions emanating from subsurface soil and groundwater pathways and direct contact of surface soil. Site risk was also determined to be acceptable for site construction workers based on direct contact exposure via vapor and particulate inhalation, dermal contact, and accidental ingestion.

Because the Phase II ESA could not assess environmental conditions across all portions of the property, particularly those areas targeted for construction, out of caution, this soil management plan is developed to address identification, proper handling and removal of impacted soil encountered during construction activities.

SOIL MANAGEMENT PLAN

The soil management plan outlines the actions to be taken if debris or contamination is encountered in the subsurface:

- A STRATA environmental professional will oversee infrastructure and foundation excavation activities in areas of known contamination. A copy of the proposed site plan is included as Figure 1.

- If the STRATA environmental professional is not onsite, and discolored soil is encountered: **Stop excavation activities** in the immediate area where suspected contamination is observed! Contact STRATA immediately and an environmental professional will visit the site within 4 hours of notification to observe the suspected contamination area.
- STRATA will screen potential petroleum contaminated soil (PCS) using a photo-ionization detector (PID) to evaluate whether additional screening for disposal is required. The screening will be conducted in areas with visible petroleum hydrocarbon impacts or odor. Screening samples will be collected from either the excavator bucket or directly from the excavation, if it is less than 4 feet in depth and safety allows. The soil will be collected in a capped brass tube and agitated prior to insertion of the PID intake. As determined by DEQ, a PID reading of 100 parts per million (ppm) will be the threshold determining additional screening. Soils exceeding 100 ppm PID readings will be stockpiled separately on two layers of 6-mil polyethylene sheeting to segregate the contaminated soils. The stockpile will be protected from wind and water erosion using polyethylene sheeting and a dirt berm around the stockpile.
- Up to 4 Total Petroleum Hydrocarbons (TPH) Gasoline Range Organics (GRO) grab samples; and 1 TPH- Diesel Range Organics (DRO) grab and 3 composite samples will be collected from the soil stockpile (based on 501 to 1,000 cubic yard volume). For the composite sample, a minimum of 4 aliquots will be collected from the stockpiles' four cardinal point sides (North, South, East and West), approximately 6 to 8 inches below the stockpile surface. If additional aliquots are required due to sample heterogeneity, the additional sampling points will be located midway between the original cardinal sampling points (approximately 45 degrees). The samples will be collected using a new, disposable spoon, placed in a new, food-grade plastic bag and mixed by hand manipulation, shaking, and rotating.

The samples will be submitted in an ice-filled cooler to Environmental Science Corporation Laboratory (ESC) in Mt. Juliet, Tennessee, on an expedited 24 to 48 hour turn-around-time to a laboratory for the following analyses:

- TPH-GRO by method NWTPH-Gx; and
- TPH-DRO by method NWTPH-Dx.

One composite sample (a minimum four point subsample) will be collected from the soil stockpiles' four cardinal point sides (North, South, East and West), approximately 6-inches beneath the stockpile surface.

Per local landfill (Pickles Butte in Canyon County) requirements, analytical results <200 ppm GRO, and <2,000 ppm DRO, the soil will not be considered PCS. Based on Pickles Butte criteria non-PCS soil can be disposed directly in the landfill, or used for daily cover. If considered PCS, the soil is treated in a separate cell prior to use as daily cover. Other locations acceptable to DEQ, might include properties agreeing to receive non-PCS soil as fill material.

- The laboratory-confirmed PCS stockpile will be sampled and analyzed for *Resource Conservation and Recovery Act* (RCRA) 8 metals by EPA Method 6010/7471 for waste



characterization purposes. One composite sample will be obtained from a minimum of 4 aliquots collected 6 to 8 inches below the stockpile surface. The samples will be collected using new, disposable equipment and laboratory-supplied sampling containers. The samples will be submitted in an ice-filled cooler to ESC on an expedited 24 to 48 hour turn-around-time.

The RCRA metals sample results will be compared to 20 times (20X) EPA's maximum concentration of contaminants for the toxicity characteristic as presented in 40 CFR 261.24. If metal concentrations exceed 20 times the toxicity characteristic, a Toxicity Characteristic Leaching Procedure (TCLP) may be submitted for analysis to verify the exceedance. If the metal concentrations exceed the TCLP value(s), the soil would require disposal as hazardous waste, and removed to a facility licensed to receive the material.

- Soil disposal will be documented on a waste manifest from the landfill and a copy included in a construction excavation report.
- Upon completion of construction excavation activities up to 6 confirmation soil samples will be collected from select area excavation limits (i.e. storm water swales, beneath proposed building, sand and grease trap), based on observed soil and field-screening results. The soil samples will be analyzed for the following:
 - Benzene, toluene, ethylbenzene, total xylenes, and naphthalene (BTEXN), methyl tert-butyl ether (MTBE), 1,2-dichloroethane (EDC), and 1,2-dibromoethane (EDB) by EPA Method 8260B, referencing Method 5035.
 - Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270C-SIM.

The confirmation soil sample analytical results will be compared to the Residential Use Screening Levels (RUSLs), or if an RUSL is not established for a given analyte, the Initial Default Target Levels (IDTLs). STRATA will present the analytical data to DEQ and consult as to whether further excavation is warranted. The samples will be collected using new, disposable sampling equipment and submitted on an expedited 24 to 48 hour turn-around-time.

- Confirmation soil and soil stockpile samples will be collected referencing the DEQ-approved Quality Assurance Project Plan (QAPP) authorized on February 24, 2015, for this project.

REPORT PREPARATION

A report documenting excavation activities, confirmation soil and stockpile soil sampling analytical results and locations, and soil disposal waste manifests will be submitted to DEQ.

LIMITATIONS

Conditions may vary from those encountered at specific excavations, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these



services. STRATA's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar situations in the same geographical area during the same time period. STRATA makes no warranties, either express or implied, regarding the findings, opinions, or recommendations. Please note STRATA does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These soil management services were performed in accordance with C974, Task Order 15B.

Findings, opinions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of service; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, non-detectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time, compared to current state and federal regulations, and within the scope of these services.

This report and its attachments have been prepared for the exclusive use of DEQ, the City of Nampa, Einstein's Oilery, and any authorization for use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of DEQ and STRATA. Any unauthorized distribution or reuse is at the client's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in this report

We appreciate the opportunity to assist you on this project. If you have any questions, please contact the undersigned at 208-376-8200.

Sincerely,
STRATA, Inc.



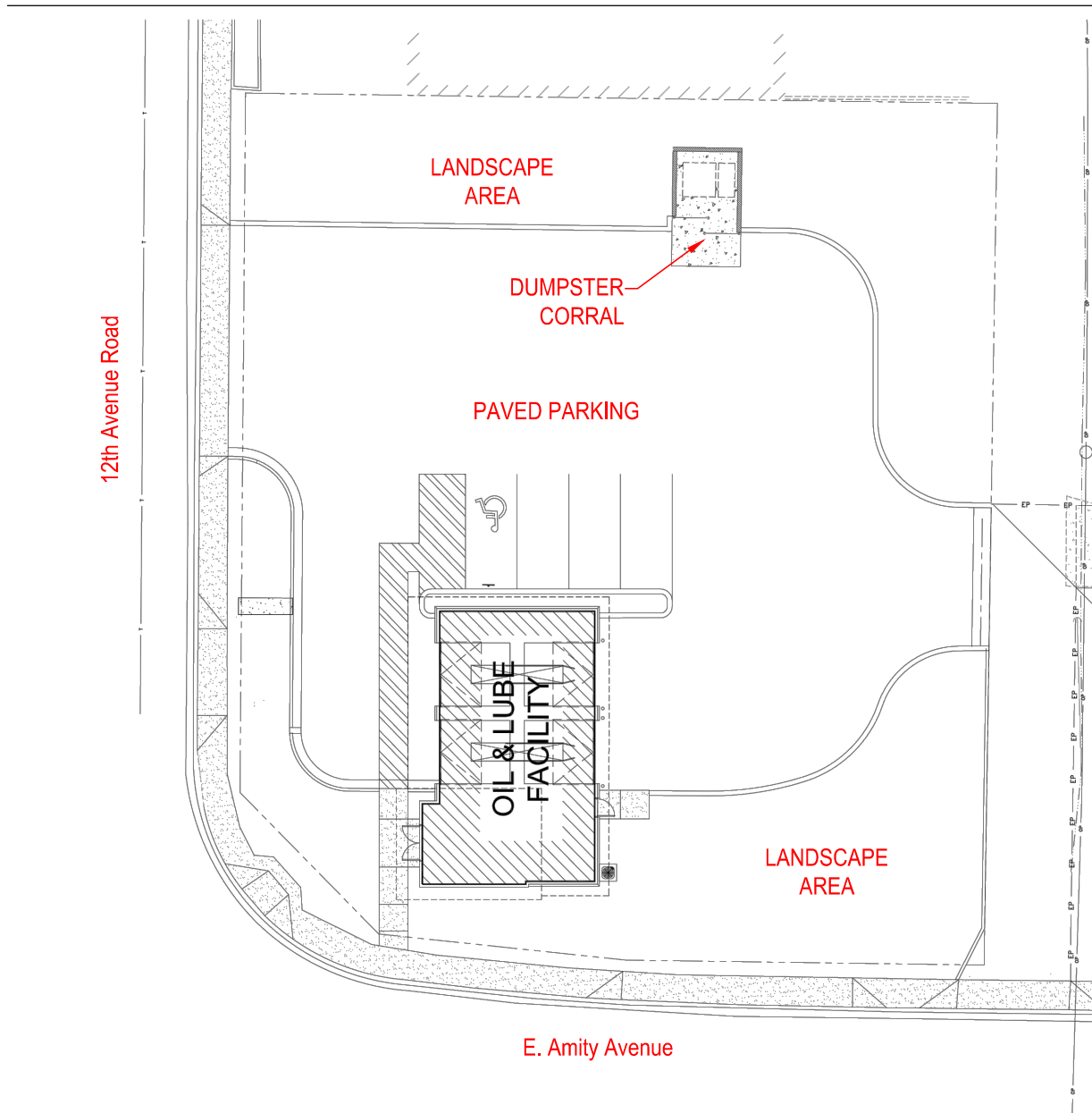
Andrew Provant, P.G.
Environmental Project Manager



Cristina Brischler
Environmental Department Manager

Attachment: Figure 1. Proposed Site Plan





PROPOSED SITE PLAN
Soil Management Plan
Proposed Einstein's Oilery
724 12th Avenue Road
Nampa, Idaho



SCALE: 1 inch = 30 feet



DRAWING DATE: 3-11-2015

DRAWING BY: DMS

CHECKED BY: AP

Client IDAHO DEPT. OF
ENVIRONMENTAL QUALITY

Project No. BO14280C

FIGURE 1