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DEPT. OF ENVIRONMENTAL QUALITY
WASTE PROGRAM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=12 RECORD2 \$43.00

MISC

DAVID WEITZ

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 Treasure Valley Manufacturing & Recycling Inc. ("TVM"), 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. TVM is also a "holder" as defined in Idaho Code § 55-3002(6). TVM, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 202 Albany, Caldwell, County of Canyon, State of Idaho, legally described in Exhibit A attached hereto (hereafter referred to as "the Property"). A map of the property is also attached.

Property Ownership. TVM 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 TVM has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above is used to operate a solid waste recycling facility. On October 22, 2009, the Department notified TVM of potential violations of the Idaho Rules and Standards for Hazardous Waste, Water Quality Standards, and Ground Water Quality Rule at the Property, through the issuance of a Notice of Violation ("NOV"). On August 13, 2010, TVM entered into a Consent Order with the Department to address the violations alleged in the NOV. Pursuant to the terms of the Consent Order, TVM prepared and performed multiple Site Investigation Work Plans and Reports, including the installation of three groundwater monitoring wells. This Environmental Covenant is required because the Site Investigation identified residual concentrations of arsenic, cadmium, chromium, lead, selenium, and mercury in soil within the Property, and benzene, arsenic,

chromium, MTBE and lead in groundwater underlying the Property. Benzene and MTBE are detected in concentrations above MCLs in groundwater. These concentrations are above allowable risk-based residential concentrations as determined by the Department. Therefore, future use of the Property shall be limited as described below to protect human health and the environment.

Name and Location of Administrative Record. A copy of the file containing TVM's Site Investigation Work Plans and Reports can be found at the Department Regional Office at 1445 N. Orchard, Boise, Idaho 83706 and State Office at 1410 N. Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, TVM, 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. With the exceptions of environmental assessment ~~of~~ or remediation purposes there shall be no extraction of groundwater from under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or an industrial or commercial use.
2. The Property, and any portion thereof, may be used for commercial and industrial uses only. 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.

Breach and Cure of Activity and Use Limitations. TVM, 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. For the purposes of amendment or termination by consent pursuant to Idaho Code § 55-3010, TVM, or its successors in interest, may obtain such consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, by demonstrating with the record before the Department that concentrations of contaminants within the Property's soils and groundwater are at levels the Department confirms in writing to be adequate for the Property (or any subdivided portion thereof) 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 TVM, 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, TVM, 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 TVM, 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. TVM, or its successors in interest, shall submit to the Department on an annual basis a written certification 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 TVM or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of TVM, 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, 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, to file civil actions against the Owner 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 TVM 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: Dave Weitz, President
Treasure Valley Manufacturing & Recycling Inc.
202 Albany
Caldwell, ID 83604

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 TVM or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of TVM 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 Fransen
 Title: Director, Idaho Department of Environmental Quality
 Date: 7/30/13

State of Idaho)
) ss.
 County of Ada)

On this 30 day of July, in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Curt 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.

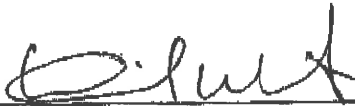


Notary Public for Idaho: Rosie M. Alonzo
 Residing at: Pampa, Idaho
 Commission Expires: 1/30/2015

Signature and Acknowledgments

Accepted:

Property Owner

Signature: 
 Printed Name: Dave Weltz
 Title: President, Treasure Valley Manufacturing & Recycling Inc.
 Date: 7/22/2013

STATE OF IDAHO)
) ss.
 County of Canyon)

On this 22nd day of July, 2013 before me Carol Bartles, personally appeared DAVE WEITZ, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of TREASURE VALLEY MANUFACTURING & RECYCLING INC., 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.

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: Wilder
 Commission Expires: 2-28-19

Exhibit A**Parcel 1:**

All that part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 22, Township and Range aforesaid; thence

South 0°04' East on the West boundary line of the said Section 22, a distance of 635.50 feet to the point of intersection with the Northeasterly boundary line of right-of-way for Oregon Short Line Railroad; thence

South 46°49' East, a distance of 24.85 feet along the said Northeasterly railroad line to the POINT AND PLACE OF BEGINNING; thence continuing

South 46°49' East, a distance of 108.85 feet along said Northeasterly railroad line to a point in the North boundary line of the Original Townsite of the City of Caldwell, Idaho, as shown on the Revised Maps thereof, on file in Book 1 of Plats, Page 1, and Book 1 of Plats, Page 20, records of Canyon County, Idaho; thence

North 89°34' East, a distance of 84 feet; thence

North 43°14' East, a distance of 443.8 feet; thence

North 46°49' West, a distance of 170 feet; thence

South 43°11' West, a distance of 501.39 feet to the POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM the Northeasterly 210 feet thereof.

Parcel 2:

A part of Lots 8, 9, 10, 11 and 12, Block 95, according to the Revised Map of Caldwell, Idaho, filed in Book 1 of Plats, Pages 5 and 20, records of Canyon County, Idaho, and a part of vacated alley adjacent to said Block 95 on the Southwesterly side thereof, particularly described as follows to-wit:

COMMENCING at the Southerly corner of Lot 12 of said Block 95; running thence

North 43°11' East a distance of 41.0 feet along the Southeasterly line of said Block 95; running thence

North 46°49' West a distance of 101.06 feet parallel with the Southwesterly line of said Block 95; running thence

South 43°11' West a distance of 57.0 feet parallel with the Southeasterly line of said Block 95 and to the point of intersection with the Southwesterly line of the vacated alley; running thence

South 46°49' East a distance of 101.6 feet along the Southwesterly line of said vacated alley; running thence

North 43°11' East a distance of 16 feet to the POINT OF BEGINNING.

Parcel 3:

The West Half of that portion of vacated 3rd Avenue between Blocks 94 and 95, according to the Revised Map of Caldwell, Idaho, filed July 29, 1891 in Book 1 of Plats, Page 20, records of Canyon County, Idaho, and between the Southwesterly boundary line of Albany Street and the Northeasterly right-of-way line of the Union Pacific Railroad Company.

Parcel 4:

A part of Lots 8, 9, 10, 11 and 12, Block 95, according to the Revised Map of CALDWELL, IDAHO, filed in Book 1 of Plats, Page 20, records of Canyon County, Idaho, and a part of the vacated alley adjacent to the said Block 95 on the Southwesterly side thereof, more particularly described to wit:

COMMENCING at the Southerly corner of Lot 12, Block 95, according to the Revised Map of CALDWELL, IDAHO; thence

North 43°11' East 41 feet along the Southeasterly line of the said Block 95 to the INITIAL POINT; thence

North 46°49' West 101.6 feet parallel to the Southwesterly line of the said Block 95; thence

South 43°11' West 57 feet parallel to the Southeasterly line of the said Block 95 to the point of intersection with the Southwesterly right of way line of vacated alley; thence

North 46°49' West 20 feet along the said Southwesterly right of way line; thence

North 43°11' East 205 feet parallel to the Southeasterly line of the aforesaid Block 95 to a point on the centerline of vacated Albany Street; thence

South 46°49' East 90.68 feet along the said centerline to a point on the Westerly right of way line of Boise Avenue; thence

South 0°21' East 44.89 feet along the said Westerly right of way line to its intersection with the Northwesterly line of 3rd Avenue; thence

South 43°11' West 115.46 feet along the said Northwesterly line to the INITIAL POINT.

EXCEPTING THEREFROM:

Spur Track No. 9 of Union Pacific Railroad Company and that certain easement as and for a right of way for trackage purposes as conveyed to the Oregon Short Line Railroad Company, a corporation, under Easement dated June 20, 1935, recorded July 15, 1935 as Instrument No. 211970, records of Canyon County, Idaho.

Parcel 5:

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 4 North, Range 3 West of the Boise Meridian, in Canyon County, Idaho, more particularly described to wit:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 22; thence South 0°04' East (formerly shown as South) a distance of 66 feet along the West line of said Section 22, to the point of intersection with the North boundary line of the original townsite of Caldwell, Idaho as shown on the revised maps thereof on file and of record in the office of the Recorder of Canyon County, Idaho in Book 1 of plats at Page 5, and in Book 1 of Plats at Page 20; thence North 89°46' East (formerly shown as North 89°34' East and as East and as South 89°10' East) a distance of 181.4 feet along the North boundary line of the original townsite of the aforesaid City of Caldwell, Idaho to the REAL POINT OF BEGINNING; thence North 43°14' East 443.27 feet (formerly shown as 443.8 feet) to the point of intersection with the Southwesterly boundary line of Belmont Street of the aforesaid City of Caldwell; thence South 46°49' East (formerly shown as South 46°35' East) a distance of 26.8 feet along the said Southwesterly boundary line of said Belmont Street, to the intersection of the Westerly boundary line of the right of way formerly occupied by the Boise Interurban Railroad, and now occupied by Boise Avenue of the City of Caldwell; thence Southerly 304.3 feet on a curve to the left with a radius of 1482.69 feet along the said westerly boundary line of the right of way formerly occupied by the Boise Interurban Railroad and now occupied by Boise Avenue of the City of Caldwell, with a chord which bears South 1°26'30" West a distance of 303.43 feet, to a point of intersection with the aforesaid North boundary line of the Original Townsite of Caldwell, Idaho; thence South 89°46' West (formerly shown as South 89°34' West and as North 89°10' West) a distance of 315.53 feet (formerly shown as 316.4 feet) to the REAL POINT OF BEGINNING.

Parcel 6:

A part of Block 95 and a part of Lot 10 of Block 105 and a part of vacated Albany Street and a party of a vacated alley in the City of Caldwell, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 22, Township 4 North, Range 3 West of the Boise Meridian, as

shown on the Revised Map of Caldwell, Idaho, on file and of record in the office of the Recorder of Canyon County, Idaho in Book 1 of Plats on Page 20 and more particularly described to wit:

Commencing at the South Corner of said Block 95, thence North $46^{\circ}49'$ West 121.6 feet along the Southwesterly line of said Block 95, to the INITIAL POINT; thence South $43^{\circ}11'$ West 16 feet to a point in the Southwesterly line of a vacated alley; thence North $46^{\circ}49'$ West 178.4 feet; thence North $43^{\circ}11'$ East 16 feet to the West corner of said Block 95; thence North $43^{\circ}11'$ East 85.39 feet (formerly shown as Northeasterly 84 feet), to a point in the North line of the Original Townsite of Caldwell, Idaho; thence North $89^{\circ}46'$ East (formerly shown as North $89^{\circ}34'$ East and as East and as South $89^{\circ}10'$ East) a distance of 265.81 feet, to a point on the Westerly right of way line of Boise Avenue as now constructed; thence South $0^{\circ}35'$ East (formerly shown as South $0^{\circ}21'$ East) a distance of 109.52 feet along the said Westerly right of way line of Boise Avenue, to a point in the centerline of vacated Albany Street; thence North $46^{\circ}49'$ West 90.45 feet along the said centerline of vacated Albany Street; thence South $43^{\circ}11'$ West 189 feet parallel to the Southeasterly line of said Block 95, to the INITIAL POINT.

