



Mayor Tammy de Weerd

City Council Members:

Keith Bird

Joe Borton

Charles Rountree

David Zarembo

March 24, 2008

Joe Nagel
Idaho Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706

Re: Declaration of Environmental Covenant City Hall Deed Restriction

Dear Mr. Nagel,

Enclosed you will find 1 Recorded original of the Declaration of Environmental Covenant City Hall Deed Restriction approved by City Council on February 19, 2008. This document was recorded on March 21, 2008.

Please feel free to contact our office with any questions at 208-888-4433.

Sincerely,

A handwritten signature in cursive script that reads "Tara Green".

Tara Green
Deputy City Clerk

enc.



108032422

Recording Requested By and
When Recorded Return to:

City Clerk
City of Meridian
33 East Idaho Avenue
Meridian, ID 83642

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

DECLARATION OF ENVIRONMENTAL COVENANT

This Declaration of Environmental Covenant (Declaration) made by the City of Meridian, an Idaho Municipal Corporation, ("Meridian") its successors and assigns, and the Idaho Department of Environmental Quality ("Department"), its successors and assigns, sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Restrictions") designed to protect natural resources, human health and the environment, upon and subject to which the Property (as identified below) and every portion thereof shall be improved, used, occupied, leased, encumbered and/or conveyed

Each and all of the Restrictions are imposed pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015, and the Idaho Environmental Protection and Health Act, Idaho Code §§ 39-101 through 39-130. For purposes of this Declaration, the Department shall be a "holder" as defined in Idaho Code § 55-3002(6). Meridian and the Department agree that each and all of the Restrictions are enforceable by the Department, against Meridian or successors in interest.

Ownership. Meridian is the fee simple owner of certain real property in the City of Meridian, County of Ada, State of Idaho, described as that portion of Block 1 of the Townsite of Meridian, according to the Amended Plat thereof (hereafter referred to as "the Property") and is subject to this Declaration. The Property is legally described in the attached Exhibit A.

Provisions to Run With the Land. Each and all of the Restrictions 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 Restrictions 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 Restrictions as herein established must be adhered to and that their interest in the Property shall be subject to the Restrictions contained herein.

Recording/Filing of Declaration. This Declaration and any amendment or termination of the Declaration shall be recorded in the county recorder's office of every county in which any

portion of the Property subject to the Declaration is located. The Declaration shall be recorded by Meridian within five (5) days of receipt of this Declaration signed by the Department. Within five (5) days of the recording of this Declaration Meridian shall provide to the Department a copy of this recorded Declaration evidencing compliance with this provision. In addition, a copy of the recorded Declaration shall be provided by Meridian to the following persons: (a) each person that signed the Declaration; (b) each person holding a recorded interest in the Property subject to the Declaration; (c) each person in possession of the Property subject to the Declaration; (d) each municipality or other local government in which the Property subject to the Declaration is located; and (e) any other person the Department requires. The validity of the Declaration is not affected by failure to provide a copy of the Declaration as required under this section. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Reason for Restrictions. The Property described above was previously developed by the Ada County Dairymen's Association as a creamery, becoming contaminated with petroleum hydrocarbons, volatile organic compounds (VOCs), and heavy metals. Meridian implemented a corrective action plan ("CAP") on the Property. This Declaration is required because the CAP resulted in residual concentrations of VOCs in soil and groundwater underlying the Property exceeding the Idaho Initial Default Target Levels (IDTLs) established by the Idaho Department of Environmental Quality (IDEQ) and published in their Risk Evaluation Manual (REM, July 2004). These concentrations may be at or above risk-based screening levels as determined by the Department and for which future use of the Property shall be limited to protect human health and the environment. A copy of the Site Closure Report may be found at the Idaho Department of Environmental Quality, Regional Office in Boise, Idaho.

Restrictions on Use. By acceptance and recordation of this Declaration, Meridian, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as set forth below. Meridian and respective successors in interest shall be solely responsible for demonstrating that use in the Property is in conformity with the following:

1. Any extraction of groundwater from under the Property for human consumption or irrigation is prohibited without prior written approval from the Department.
2. The Property shall not be used for residential purposes or any permanently occupied human habitation (including hotels or motels).

The foregoing restrictions on use are herein referred to as the "Restricted Uses."

The Restricted Uses are imposed due to conditions resulting from former uses of the Property, specifically the presence of VOCs in groundwater and soil which may present a risk to natural resources, human health and the environment at the Property.

Amendment by Consent. The Declaration may be amended by consent pursuant to Idaho Code § 55-3010.

Termination by Consent. The Restricted Uses set forth above shall apply to the Property, or any subdivided portion thereof, unless Meridian, or its successors in interest, applies to the Department to have this Declaration terminated with respect to all or part of the Property and:

1. The Property or any subdivided portion thereof is shown in a Department-approved document not to contain contaminated soils or groundwater; or
2. Contaminated soils and groundwater are remediated to levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Thereafter, the Declaration shall then be terminated pursuant to Idaho Code § 55-3010(1).

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 Declaration, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Enforcement. Failure of Meridian, or its successor in interest, to comply with any of the Restrictions set forth herein shall be grounds for the Department, or its successor, to require that the Owner modify or remove any groundwater wells constructed in violation of this Declaration. Violation of this Declaration 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.

Property Access. The Department shall have a right of access to the Property for the purposes of ensuring compliance with the Declaration and the Restricted Uses.

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 Meridian 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.

CITY OF MERIDIAN: City Clerk
 33 East Idaho Avenue
 Meridian, ID 83642

THE DEPARTMENT: Idaho Department of Environmental Quality
 ATTN: Joe Nagel
 1410 N. Hilton
 Boise, ID 83706

Costs and Expenses. All costs of terminating this Declaration, including the cost of any remediation or abatement of any environmental condition related to restrictive uses of or pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Declaration 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 Declaration are solely for the convenience of the parties and are not a part of the Declaration.

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

Reservation of Rights. Notwithstanding any provision of this Declaration, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Declaration 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 Meridian or any other responsible party. Nothing in this Declaration shall affect the obligations of Meridian 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 Declaration shall be the date of signature by the Department.

ACCEPTED:

Idaho Department of Environmental Quality - Holder

Signature: _____
Printed Name: Toni Hardesty
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this 11 day of March, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Toni Hardesty, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Declaration of 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 first above written.

(SEAL)



Rosie M. Alonzo
Notary Public for Idaho
Residing at: Dampa, Idaho
Commission Expires: 1-30-09

CITY OF MERIDIAN

By: Tammy de Weerd
Printed: Tammy de Weerd
Its: Mayor
Date: _____

ATTEST:

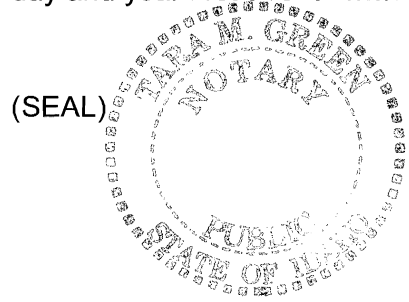
Jaycee Holman
William G. Berg, Jr., City Clerk
Jaycee Holman



STATE OF IDAHO,)
 :) ss.
County of Ada)

On this 19th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Tammy de Weerd and ~~William G. Berg, Jr.~~ Jaycee Holman, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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



Tara M. Green
Notary Public for Idaho
Residing at: Chidwell, ID
Commission Expires: 10-1-11

EXHIBIT A

LEGAL DESCRIPTION:

Parcel I:

Lots 1 through 9 in Block 1 of the Townsite of Meridian, according to the Amended plat thereof, filed in Book 2 of Plats at Page 61, Records of Ada County, Idaho.

Also including:

A parcel being part of the alley adjacent to Lots 1 through 9 and Lots 22 through 30 of the Amended Plat of Block No. 1 of the Townsite of Meridian, as shown in Book 2 of Plats at Page 61, in the office of the Recorder, Ada County, Idaho, and being located in the Southwest Quarter of Section 7, of Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, as evidenced by Vacation and Abandonment, recorded June 1, 2006, as Instrument No. 106086913, and more particularly described as follows:

Commencing at a brass cap monument marking the Northwest corner of said Southwest Quarter (1/4 corner), from which a brass cap monument marking the Southwest corner of said Southwest Quarter (section corner), bears South 0°17'15" West a distance of 2652.58 feet; thence South 0°17'15" West along the Westerly boundary of said Southwest Quarter a distance of 866.45 feet to a point; thence leaving said Westerly boundary South 89°48'49" East a distance of 40.00 feet to the Northwest corner of said Lot 1 of the Amended Plat of Block No. 1 of the Townsite of Meridian and the POINT OF BEGINNING; thence North 0°17'15" East along the Easterly right of way of N. Meridian Road a distance of 16.00 feet to a point marking the Southwest corner of said Lot 30; thence South 89°48'49" East along the Southerly boundary of said Lot 22 through 30 a distance of 266.13 feet to a point marking the Southeast corner of said Lot 22; thence South 0°17'15" West a distance of 16.00 feet to a point marking the Northeast corner of said Lot 9; thence North 89°48'49" West along the Northerly boundary of said Lots 1 through 9 a distance of 266.13 feet to the POINT OF BEGINNING.

Parcel II:

Lots 23 through 30 in Block 1 of the Townsite of Meridian, according to the Amended plat thereof, filed in Book 2 of Plats at Page 61, Records of Ada County, Idaho.

Parcel III:

That portion of the now vacated Railroad Avenue, lying between Lots 1 through 9 and the North line of the railroad right of way, according to the Amended plat in Block 1 of the Townsite of Meridian, filed in Book 2 of Plats at Page 61, Records of Ada County, Idaho.

Parcel IV:

Together with those easement rights as set forth in Easement Agreements, recorded July 26, 1979, as Instrument No.'s 7941053 and 7941054, Records of Ada County, Idaho.

Parcel V:

Lot 22 in Block 1 of the Townsite of Meridian, according to the Amended plat thereof, filed in Book 2 of Plats at Page 61, Records of Ada County, Idaho.