

2011037396

RECORDED

2011 Sep 21 PM 2 29

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY C\_McLaughlin

Requestor Alliance Title - CW Moore

Type MISC

Fee \$40.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

Recording Requested By and  
When Recorded Return to:

# ACCOMMODATION

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING  
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL  
COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

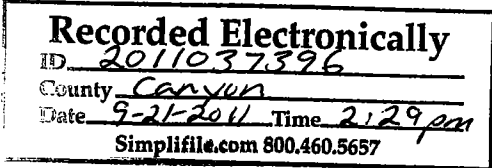
## **ENVIRONMENTAL COVENANT**

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

**Property.** This Environmental Covenant concerns real properties at **911 and 919 Blaine Street** County of Canyon, State of Idaho, legally described as **Lot 19, in Block 9 of Caldwell Original Townsite, According to the Official Plat thereof, filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho and Lots 13 to 18 in Block 9 of Caldwell Original Townsite, According to the Official Plat thereof, filed in Book 1 of Plats at Page 1, records of Canyon County, Idaho in the southwest quarter of the southeast quarter of the southwest quarter of Section 22, Township 4 North, Range West, Boise Meridian, Canyon County, Idaho** (hereafter referred to as "the Properties"). The Properties are legally described in the attached Schedule A.

**Property Ownership.** OWNER hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the properties, holds fee simple title to the properties and OWNER has the power and authority to enter into this Environmental Covenant.

**Reason for Activity and Use Limitations.** The Properties described above were previously used by previous owners to operate a pawn shop and automotive dealership and became contaminated with volatile and semi-volatile organic compounds. On February 18, 2008, **D.L. Evans** entered into the Voluntary Cleanup Program with the Department to remediate the Properties. **D.L. Evans** successfully implemented a Department approved Voluntary Remediation Work Plan (VRWP) for the Properties. Residual concentrations of 2,6-dinitrotoluene, nitrobenzene, benzo(a)pyrene, naphthalene, total xylenes and



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

pentachlorophenol in soils and groundwater are above allowable risk-based concentrations for residential uses and groundwater ingestion, as determined by the Department, remain under the properties. Therefore, this environmental covenant is needed to limit future use of the Properties to protect human health and the environment.

Name and Location of Administrative Record. A copy of the D.L. Evans\Former Lodge Brothers and Bullet Pawn Shop VRWP and Completion Report can be found at the Idaho Department of Environmental Quality Boise Regional Office or State Office at 1445 N. Orchard, Boise, Idaho 83706 and 1410 N. Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, OWNER, and any successors in interest, are hereby restricted from using the Properties, now or at any time in the future, as specifically set forth below:

1. There shall be no extraction of groundwater under the Properties for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
2. The Properties, and any portion thereof, may be used for commercial and industrial uses only. The Properties shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation, school, day care or hospital use.

Breach and Cure of Activity and Use Limitations OWNER, or its successors in interest, shall be responsible for demonstrating that use on the Properties 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 Properties, 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 Properties, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

1. the Properties 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 at levels the Department deems in writing to be adequate for the Properties 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 Properties, 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 Properties unless expressly stated as applicable to a specific portion of the Properties.

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 Properties, 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 Properties 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 Properties 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 Properties; (c) each person in possession of the Properties; (d) each municipality or other local government in which the Properties 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, 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 Properties 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 Properties, shall provide written notice to the Department and each municipality or other local government in which the Properties is located, the name and address of all the then Owners and/or Occupants of the Properties, 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 Properties 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: D.L. Evans Bank  
397 North Overland Avenue  
Burley, Idaho 83318

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 Properties, 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.

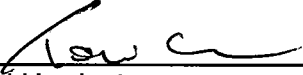
Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the

Properties 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 Properties, 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: Toni Hardesty  
Title: Director, Idaho Department of Environmental Quality  
Date: 9/9/11

State of Idaho            )  
  ) ss.  
County of Ada            )

On this 9<sup>th</sup> day of September, in the year 2011, before me, 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 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, ID  
Commission Expires: 1/30/2015

Signature and Acknowledgments

Property Owner: (Insert Name of Corp) D.L. Evans Bank

Signature: *Chad Hamilton*

Printed Name: Chad Hamilton

Title: V.P. Corporate Real Estate

Date: 9/21/11

State of ID )

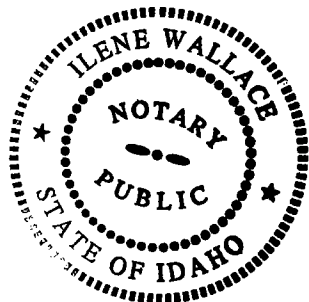
)ss.

County of Ada )

On this 21 day of Sept, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Chad Hamilton (Insert name of officer of corporation), known or identified to me to be the V.P. Corp Real Estate (Insert title) of the corporation that executed the instrument, 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: *Ilene Wallace*  
Residing at: Credence Id  
Commission Expires: 8/5/2014





## **SCHEDULE A**

5a

2008044235

WARRANTY DEED

RECORDED

FOR VALUE RECEIVED,

TitleOne Exchange Company, an Idaho corporation

The Grantor, does hereby grant, bargain sell and convey unto

D.L. Evans Bank

2008 AUG 13 PM 4 12

WILLIAM H. HURST  
CANYON CNTY RECORDER  
BY *Ma Brown*

the Grantee, whose address is 397 North Overland Avenue, Burley, Idaho 83318, the following described premises, in Canyon County, Idaho, TO WIT:

911 Blaine  
204623

Lot 19, in Block 9 of Caldwell Original Townsite, According to the Official Plat thereof, filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: 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 easements (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.

REQUEST  
TYPE *0* FEE *3.00*

TITLEONE

Dated: August 13, 2008

TitleOne Exchange Company

By: *[Signature]*  
Vice-President

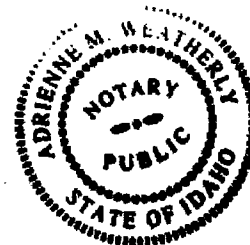
STATE OF IDAHO)

County of Ada)

On this 13th day of August, 2008, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Randy Rabehl, known or identified to me to be the Vice-President of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that such corporation executed it.

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

*[Signature]*  
NOTARY PUBLIC for Idaho  
Residing at: *Boise ID*  
My Commission Expires: *11/15/2010*



ba

2008044236

WARRANTY DEED

RECORDED

FOR VALUE RECEIVED,

TitleOne Exchange Company, an Idaho corporation

2008 AUG 13 PM 4 12

The Grantor, does hereby grant, bargain sell and convey unto

WILLIAM H. HURST  
CANYON CNTY RECORDER

D.L. Evans Bank

BY *Ma Brown*

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919 Blaine  
R04624

Lots 13 to 18 in Block 9 of Caldwell Original Townsite, According to the Official Plat thereof, filed in Book 1 of Plats at Page 1, records of Canyon County, Idaho.

REQUEST  
TYPE *Deed* FEE *3.00*

TITLEONE

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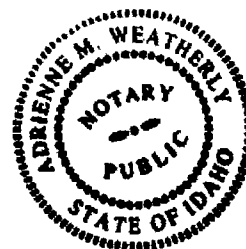
TitleOne Exchange Company  
By: *[Signature]*  
Vice-President

STATE OF IDAHO)  
County of Ada)

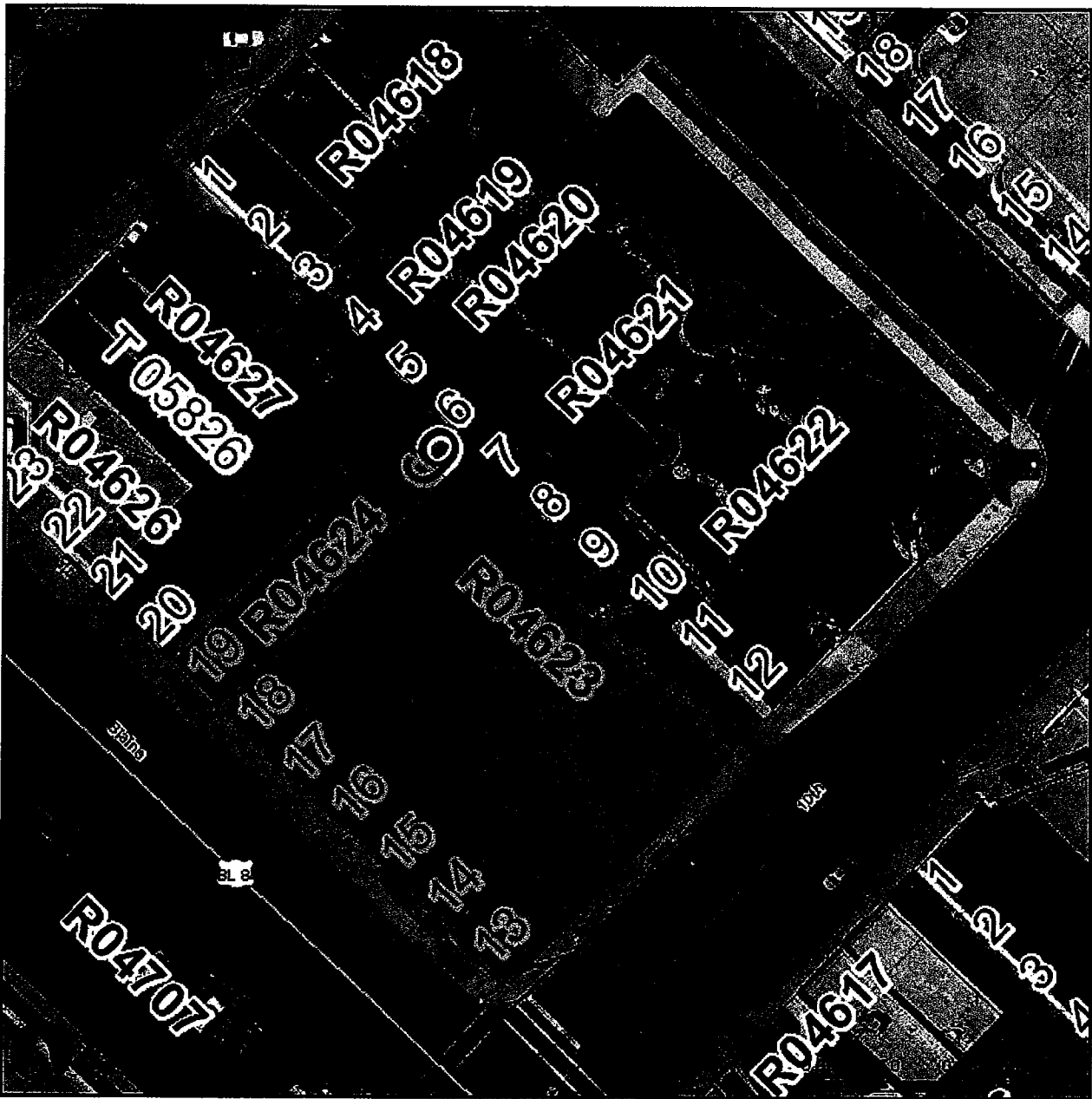
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho  
Residing at: *[Signature]*  
My Commission Expires: *7/20/2010*



# Canyon County Assessor Mapping



Tax Parcels



Tax Parcels



Tax Parcels



Tax Parcels



Tax Parcels

Highway

Interstate

Major Roads

Highway

Snake River



Snake River

