



RECEIVED
JUN 10 2011
Office of the Attorney General
IDEQ

21 July 2011

Susan E. Hamlin Nygard
Deputy Attorney General
Office of the Idaho Attorney General
Environmental Quality Section
1410 N. Hilton
Boise, ID 83706

**RE: Recorded Environmental Covenant Form – Former ANR Trucking Facility
Twin Falls, Idaho**

Dear Ms. Hamlin Nygard:

El Paso Midwest Company (EPMC) is submitting the attached Recorded Environmental Covenant Form (ECF) for the Former ANR Trucking Facility in Twin Falls, Idaho, for your records. EPMC is currently preparing the site No Further Action request for submittal to the Idaho Department of Environmental Quality.

If you have any questions or need additional information, please call me at 970.927.6804.

Sincerely,

A handwritten signature in blue ink that reads "Robert M. Cornez".

Robert M. Cornez
Project Manager
Environmental Remediation

Enclosure: As stated

cc: Pat O'Rorke – IDEQ (Electronic)
Rick Jarvis – IDEQ (Electronic)

ORIGINAL

TWIN FALLS COUNTY

Recorded for:

EL PASO CORPORATION

1:38:37 pm 06-24-2011

2011-011936

No. Pages: 12 Fee: \$ 43.00

KRISTINA GLASCOCK

County Clerk

Deputy: SSNAPP

Recording Requested By and
When Recorded Return to:

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 P & R Property Management, LLC, an Idaho Corporation, ("P&R") 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. P&R is a "holder" as defined in Idaho Code § 55-3002(6). P&R, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property 560 3rd Street (Fairfield) West, County of Twin Falls, State of Idaho, legally described as Lots 9-16, Block 151 of the Twin Falls Town Site; NW ¼ SW ¼, Sec. 16, Twp 10 S, R 17 E (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A.

Property Ownership. P&R 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 P&R has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. A portion of the Property ("Restricted Portion") described and depicted in Exhibit "A" attached hereto and made a part hereof was previously used to operate a truck terminal and, through such use, became contaminated with hazardous materials, including, without limitation, benzene, toluene, total xylenes, and petroleum hydrocarbons. On April 26, 1993, El Paso Midwest Company ("EPMC," f/k/a/ ANR Freight Systems, Inc.) entered into a Consent Order with the Department to remediate the Property. EPMC implemented a corrective action plan ("CAP") on the Restricted Portion. This Environmental Covenant is required because, after the implementation of the CAP, there remains residual concentrations of petroleum constituents in soil and groundwater underlying

the Restricted Portion ("Residual Contamination"). The Residual Contamination may be at or above risk-based screening levels as determined by the Department and for which future use of the Restricted Portion shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the CAP can be found at the Twin Falls DEQ Office in Twin Falls, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, P&R, 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. The Restricted Portion, and any portion thereof, may be used for commercial and industrial uses only and only industrial building(s), such as a warehouse or other industrial building may be constructed thereupon ("Permitted Use"). The Restricted Portion shall not be used for residential purposes, agricultural purposes, school, day care facility, hospital or for any other purpose involving regular overnight human habitation (e.g., hotel or motel).
2. Other than for testing purposes, there shall be no extraction of ground water under the Restricted Area for any purpose including, without limitation, drinking by animals or human beings, irrigation for an industrial or commercial use.
3. Any activity on the Restricted Portion that may result in the release to the environment of Residual Contamination is prohibited without prior written approval from the Department. Human exposures during the construction of a commercial or industrial building as mentioned in item 1 shall be minimized to the maximum extent practicable and, in no event, shall be allowed to exceed applicable human health standards.

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

P&R, or its successors in interest, shall be solely responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations.

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.

Termination by Consent. The Activity and Use Limitations shall apply to the Restricted Portion of 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. P&R, or its successors in interest, may apply to the Department to terminate the Activity and Use Limitations that apply to the Restricted Portion of the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

- A. the Restricted Portion or subdivided portion thereof is shown in a Department-approved risk assessment not to contain Residual Contamination in the soils or groundwater in concentrations above regulatory action levels;

B. soils and groundwater are remediated to levels the Department deems in writing to be adequate for the Restricted Portion to be developed for any of the Restricted Uses; and

C. P&R, or its successor in interest, applies to the Department to have this Declaration removed with respect to all or part of the Restricted Portion pursuant to laws, rules and regulations then in effect, and a formal determination is made by the Department in writing to remove the land-use restrictions.

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 Restricted Portion, 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 Restricted Portion 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 Restricted Portion 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 Restricted Portion 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 P&R, 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, P&R, 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 P&R, 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. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against P&R or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of P&R, 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 for the purposes of ensuring compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Restricted Portion, 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 Restricted Portion or 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 P&R 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: P & R Property Management, LLC
3388 Anchor Lane
Twin Falls, ID 83301

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. This Declaration shall run with the land and be binding on P&R and its successors and assigns.

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 P&R or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of P&R 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: Tori Hardesty
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this 3rd day of June, 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.



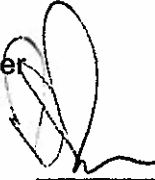
Notary Public for Idaho: Rosie M. Alonzo
Residing at: Nampa, Idaho
Commission Expires: 1/30/2015

Signature and Acknowledgments

MAY 16 2011

Accepted:

Property Owner



Signature:

Printed Name: Ray Perron

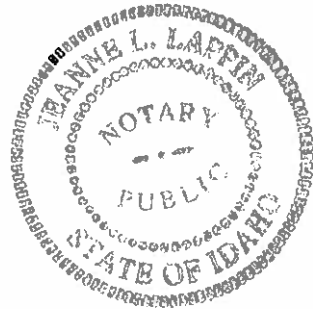
Title: Managing Member

Date: 4-29-11

State of Idaho, county of Twin Falls, ss.

On this 29 day of April in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Ray Perron, known or identified to me to be the Managing Member of P&R Property Management, LLC, an Idaho Corporation the corporation that executed this Declaration of Environmental Covenant, and acknowledged to me that the 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: Jeanne Lappin
Residing at: Twin Falls
Commission Expires: 2/2014



Signature and Acknowledgments

Accepted:

Property Owner

Signature:

Paul Ransom

Printed Name:

Paul Ransom

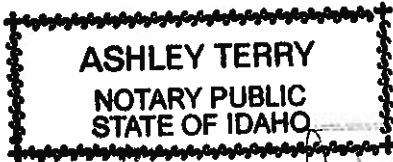
Title:

Date:

State of Idaho, county of Twin Falls, ss.

On this 17 day of May in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Paul Ransom known or identified to me to be the Partner of P&R Property Management, LLC, an Idaho Corporation the corporation that executed this Declaration of Environmental Covenant, and acknowledged to me that the 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: Twin Falls County
Residing at: Twin Falls County
Commission Expires: April 16, 2017

Ashley Terry

Twin Falls County, Idaho

Recorded for:
ALLIANCE TITLE

10:56am Jan. 09, 2004

2004 - 000499

Nb. of Pages: 1 Fee: \$2.00
KRISTINA GLASCOCK
County Clerk
Deputy: CD

CORPORATION DEED

Order No. 407032765

For Value Received

H.P. Enterprises, Inc., an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, Grantor,
does hereby Grant, Bargain, Sell and convey unto

P & R Property Management, L.L.C.

whose current address is: 1943 Laura Circle
Twin Falls, ID 83301

the following described real estate, to-wit:

Lots 9, 10, 11, 12, 13, 14, 15, and 16 in Block 151 of Twin Falls Townsite, Twin Falls
County, Idaho, according to the official plat thereof, recorded in the Office of the
County Recorder of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee(s), heirs and assigns forever. And the Grantor does hereby covenant to and with
the Grantee(s), that it is the owner of said premises; that they are free from all
encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions,
reservations, easements, rights and rights of way, apparent or of record.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of
Directors has caused its corporate name to be hereunto subscribed and its corporate seal
to be affixed January 7, 2004.

H.P. Enterprises, Inc.

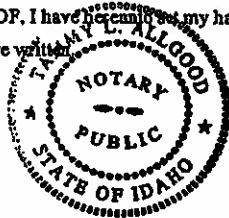
Max G. Humphries - President
By: Max G. Humphries, President

Jim Primm
By: Jim Primm, Vice President

State of Idaho)
County of Twin Falls) ss.

On this 7th day of January 2004, before me, a Notary Public in and for
said state, personally appeared Max G. Humphries and Jim Primm known to me to be the President and
Vice President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of
Directors, he/she/they executed the foregoing in said Corporation name.

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

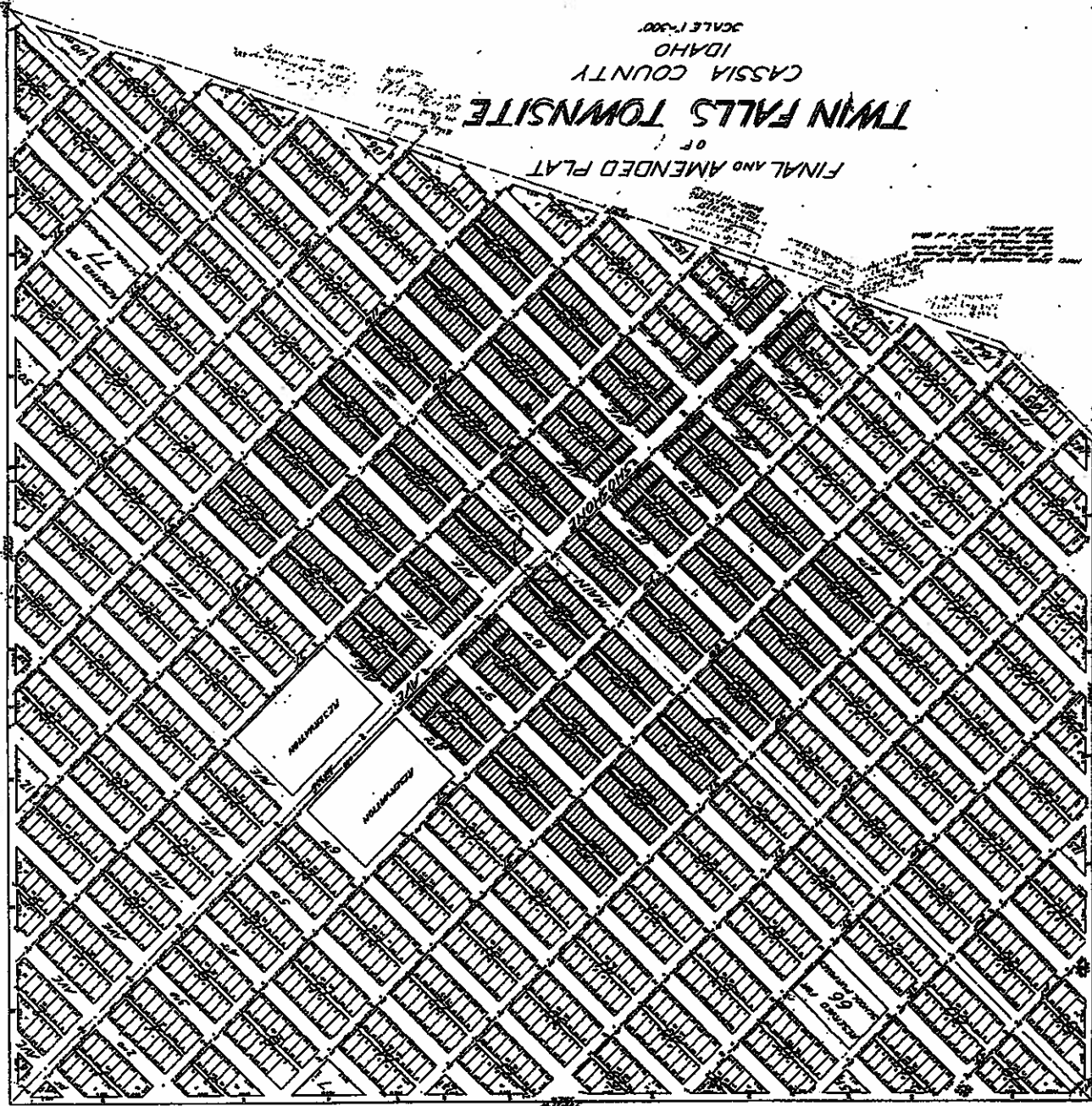


Tommy Allgood
Notary Public for the State of Idaho
Residing at: Twin Falls
Commission Expires:

11.03.07

FINAL AND AMENDED PLAT
OF
TWIN FALLS TOWNSITE
CASSIA COUNTY
IDAHO
SCALE 1"=300'

THIS PLAT SHOWS THE
TWIN FALLS TOWNSITE CO.
PLAT NO. 10000-00000



STATE OF IDAHO)
COUNTY OF CASSIA)
I, the undersigned, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the office of the County Clerk, and is now a part of the public records of said county.

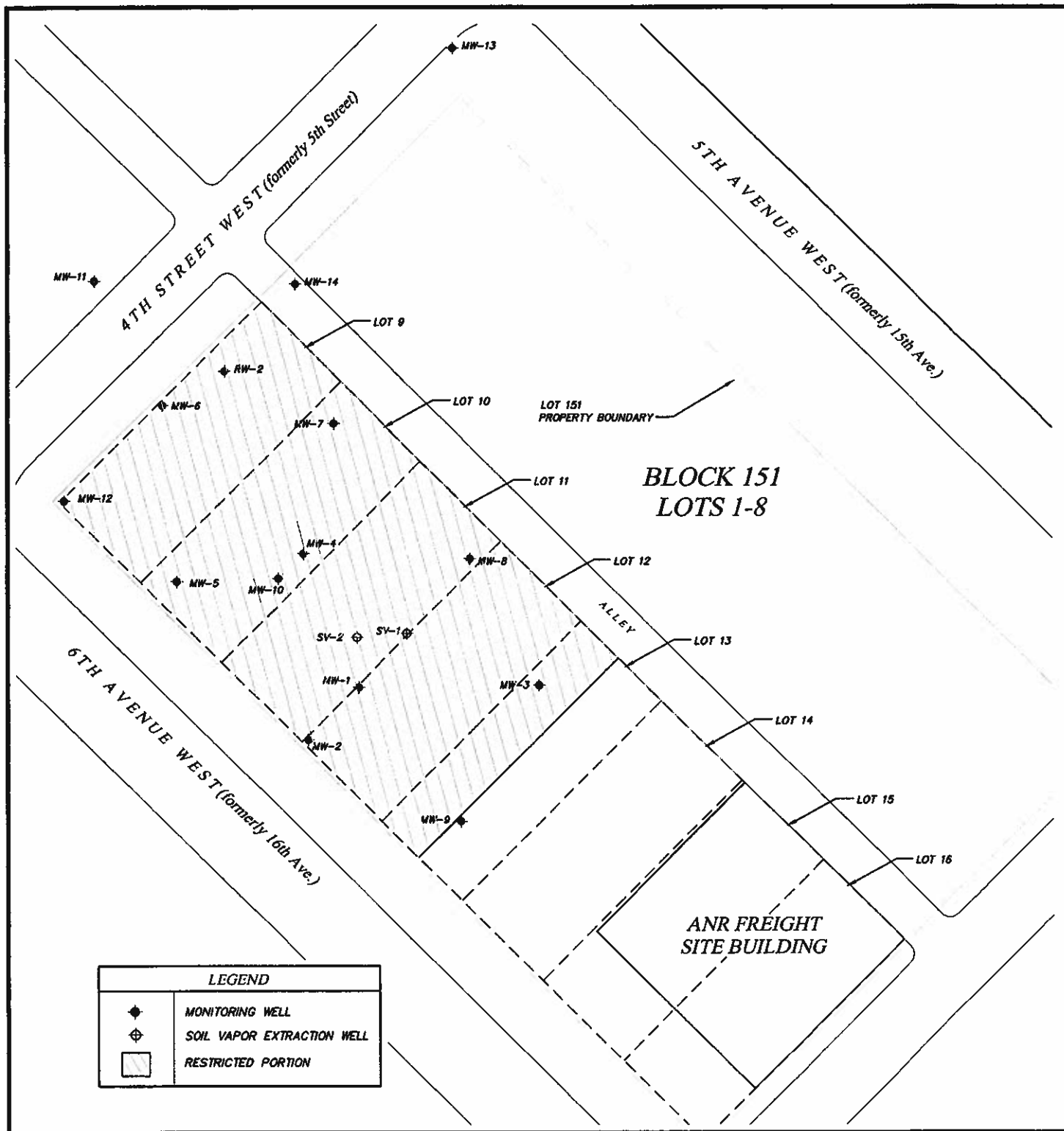
WITNESSED my hand and the seal of said county at Twin Falls, Idaho, this 1st day of _____, 19__.

County Clerk

STATE OF IDAHO)
COUNTY OF CASSIA)
I, the undersigned, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the office of the County Clerk, and is now a part of the public records of said county.

WITNESSED my hand and the seal of said county at Twin Falls, Idaho, this 1st day of _____, 19__.

County Clerk



LEGEND	
◆	MONITORING WELL
⊕	SOIL VAPOR EXTRACTION WELL
▨	RESTRICTED PORTION

BROWN AND CALDWELL
Boise, Idaho

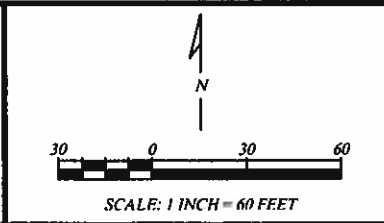


EXHIBIT A
RESTRICTED PORTION
ANR FREIGHT FACILITY
3rd STREET WEST
TWIN FALLS, IDAHO



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

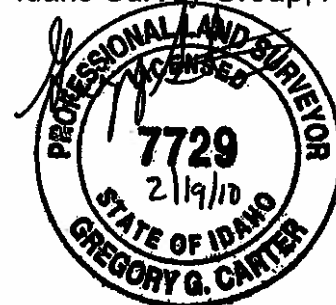
Phone (208) 846-8570
Fax (208) 884-5399

February 19, 2010

**DESCRIPTION FOR
ANR FREIGHT FACILITY
DEQ RESTRICTION AREA**

Lots 9, 10, 11, 12, and the northwesterly 24.00 feet of Lot 13, Block 151 of Twin Falls Townsite, Twin Falls County Idaho according to the official plat thereof recorded in the office of the Twin Falls County Recorder.

Prepared By:
Idaho Survey Group, P.C.



Gregory G. Carter, PLS