


Instrument # 544504

IDAHO COUNTY, IDAHO,
5-31-2024 01:59:15 PM No. of Pages: 14
Recorded for : JESSICA MONTGOMERY
KATHY M. ACKERMAN Fee: 49.00
Ex-Officio Recorder Deputy 

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

Jessica Montgomery, GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Jessica Montgomery is the GRANTEE.

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

Property. This Environmental Covenant concerns real property currently identified as Elk City General Store Inc. at 290 Main Street, Elk City, County of Idaho, State of Idaho, legally described as Parcel RP01150003005AA, LOTS 4, 5, 6, 7, and 8 of Block 3 of the Village of Elk City (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The Restricted Area of the Property is depicted in the professional survey attached as Schedule B.

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

Reason for Activity and Use Limitations. The Property described above is currently a general store and living quarter for the owner (second floor). The store previously had a gasoline dispensing system consisting of two underground storage tanks (USTs). One 1,000-gallon gasoline UST and one 6,000-gallon gasoline UST were removed 2008 and 2011, respectively. A petroleum release was confirmed in September 2011. Soil and soil vapor were sampled and

monitored between 2016 and 2022. In 2018, a Soil Vapor Extraction (SVE) system was installed to remediate the soil. Soil, soil vapor, and indoor air were sampled and monitored between 2016 and 2022. This Environmental Covenant is required because residual concentrations of benzene, toluene, ethylbenzene, xylenes, and naphthalene remain in soil underlying the Restricted Area of the Property. These concentrations are above allowable risk-based concentrations as determined by the Department therefore future use of the Restricted Area of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of Elk City General Store Inc., facility identification number 2-50008, administrative records can be found at the DEQ Lewiston Regional Office, 1118 "F" Street, Lewiston, ID 83501.

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

No buildings of any kind or nature shall be constructed or located on the Restricted Area of the Property.

Breach and Cure of Activity and Use Limitations. Montgomery, 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, Montgomery, 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 Montgomery, or any successors in interest, and Department.

Amendment by Consent. This 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 this Environmental Covenant to a new holder is an amendment. The holder waives their right to sign the amendment as provided in Idaho Code § 55-3010(1)(c).

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. Montgomery, 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:

Contaminated soil and soil vapor are at levels the Department deems in writing to be adequate for the Restricted Area of the Property to be developed for unrestricted use.

Upon a request and demonstration of the record for termination of the Environment Covenant, the Department will take all reasonable steps to locate or identify holders to determine consent to terminate. If the Department finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence, the holder waives their right to sign the termination as provided in Idaho Code § 55-3010.

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 this 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. This Environmental Covenant or any amendment or termination shall be recorded by Montgomery, 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, Montgomery, 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 this recorded Environmental Covenant, or any amendment or termination, shall be provided by Montgomery, or by its successors in interest, to the following persons: (a) each person that signed this 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 this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Montgomery, or 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 this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Montgomery, or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure of Montgomery, or its successors 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 Montgomery 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 Montgomery, 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 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 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 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 address as a party, or its successors to this Environmental Covenant, may designate in a written notice given to the other parties to this Environmental Covenant. 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:

ATTN: Jessica Montgomery
290 Main Street
Elk City, ID 83525

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment and Compliance Bureau Chief
Waste Management and Remediation Division
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 this 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 this 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 Consent Order or other agreement relating to remediation of the Property entered into between the Department and Montgomery, or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Montgomery, or any other responsible

party under such 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:

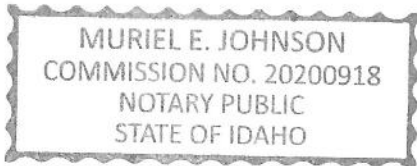
Jessica Montgomery

Signature: *Jessica Montgomery*
Printed Name: Jessica Montgomery
Title: Owner
Date: 3-13-24

State of Idaho, county of Idaho ss.

On this 13 day of March, in the year 2024, before me, a Notary Public in and for said County and State, personally appeared Jessica Montgomery, identified to me to be the person that executed this Environmental Covenant.

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: *Muriel E. Johnson*
Residing at: 328 Main St. Elk City, Id. 83525
Commission Expires: 3-9-26

Attachment A Legal Description and
Deed of Property

482703

Instrument # 482703

IDAHO COUNTY, IDAHO,

2-7-2012 01:15:55 No. of Pages: 3

Recorded for : IDAHO CO TITLE

KATHY M. ACKERMAN

Fee: 16.00

Ex-Officio Recorder Deputy

(Signature)

WARRANTY DEED

THIS INDENTURE made this 7 day of February, 2012, by and between SPENCER PARTON, an unmarried man, party of the first part, hereinafter called the "Grantor," and JESSICA MONTGOMERY, an unmarried woman, party of the second part, hereinafter called the "Grantee," who has stated her current address to be: 129 Bullock Lane, Elk City, Idaho 83525.

WITNESSETH, That

The said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in lawful money of the United States of America, and other valuable considerations, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, and to her heirs and assigns forever, all of the following described real estate, situate in the County of Idaho, State of Idaho, to wit:

Lots 4, 5, 6, 7, and 8 of Block 3 of the Village of Elk City, Idaho County, State of Idaho, according to the recorded plat thereof.

SUBJECT TO taxes and assessments for the current year and thereafter, and easements, restrictions and encroachments of use or of public record.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said Grantor.

WARRANTY DEED

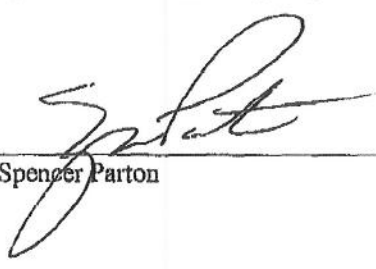
- 1

LAW OFFICES OF
CLARK AND FEENEY
LEWISTON, IDAHO 83801

J.M.

TO HAVE AND TO HOLD All and singular the above-mentioned and described premises, together with the appurtenances, unto the Grantee and to her heirs and assigns forever; and the Grantor, and his heirs and assigns, forever, the said premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against the said Grantor, and his heirs and assigns and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND; EXCEPT a *Deed of Trust*, in favor of ELK CITY STORE, INC., in the original amount of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00), which said encumbrances, liens, and said *Deed of Trust*, and the indebtedness secured thereby the Grantee has now assumed and by the acceptance of this deed does assume and agree to pay according to the terms and tenor thereof, and at her own expense to save and hold Grantor entirely harmless from any liability accruing thereon or thereunder subsequent to the date hereof, and to defend Grantor from any suit or proceeding arising out of or in any way connected with such indebtedness or said *Deed of Trust*, whether well founded or not.

IN WITNESS WHEREOF the Grantor has hereunto set his hand the day and year hereinabove first written.



Spencer Parton

WARRANTY DEED

- 2

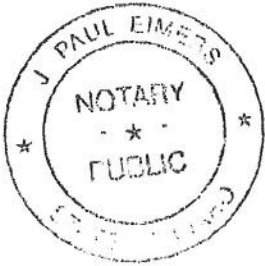
LAW OFFICES OF
CLARK AND FEENEY
LEWISTON, IDAHO 83501


J.M.

STATE OF IDAHO)
) ss.
County of Idaho)

On this 7th day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared SPENCER PARTON, known or identified to me to be the person whose name is subscribed to within this instrument, and acknowledged to me that he 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 THE STATE OF IDAHO
Residing at: Bozemanville
My commission expires: 6-24-2017

Attachment B Map of Restricted Area



Bradley C. Cuddy, PLS 9165

Ronald P. Perkins, PLS 7878

PO. Box 64, Orofino, ID 83544

(208)476-4643

bradcuddy@cebridge.net

Environmental Covenants Boundary 1,516 Square Feet

A parcel of land situate in the Northwest $\frac{1}{4}$ of Section 26, Township 29 North, Range 8 East, Boise Meridian, Idaho County, State of Idaho more particularly described as follows:

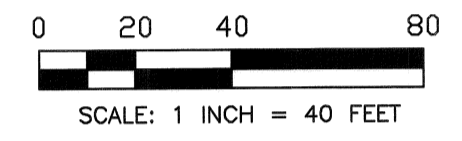
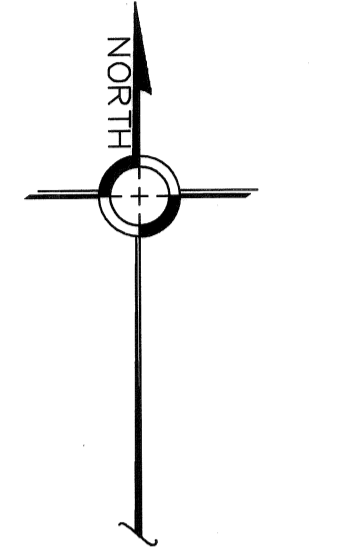
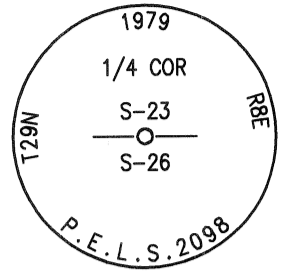
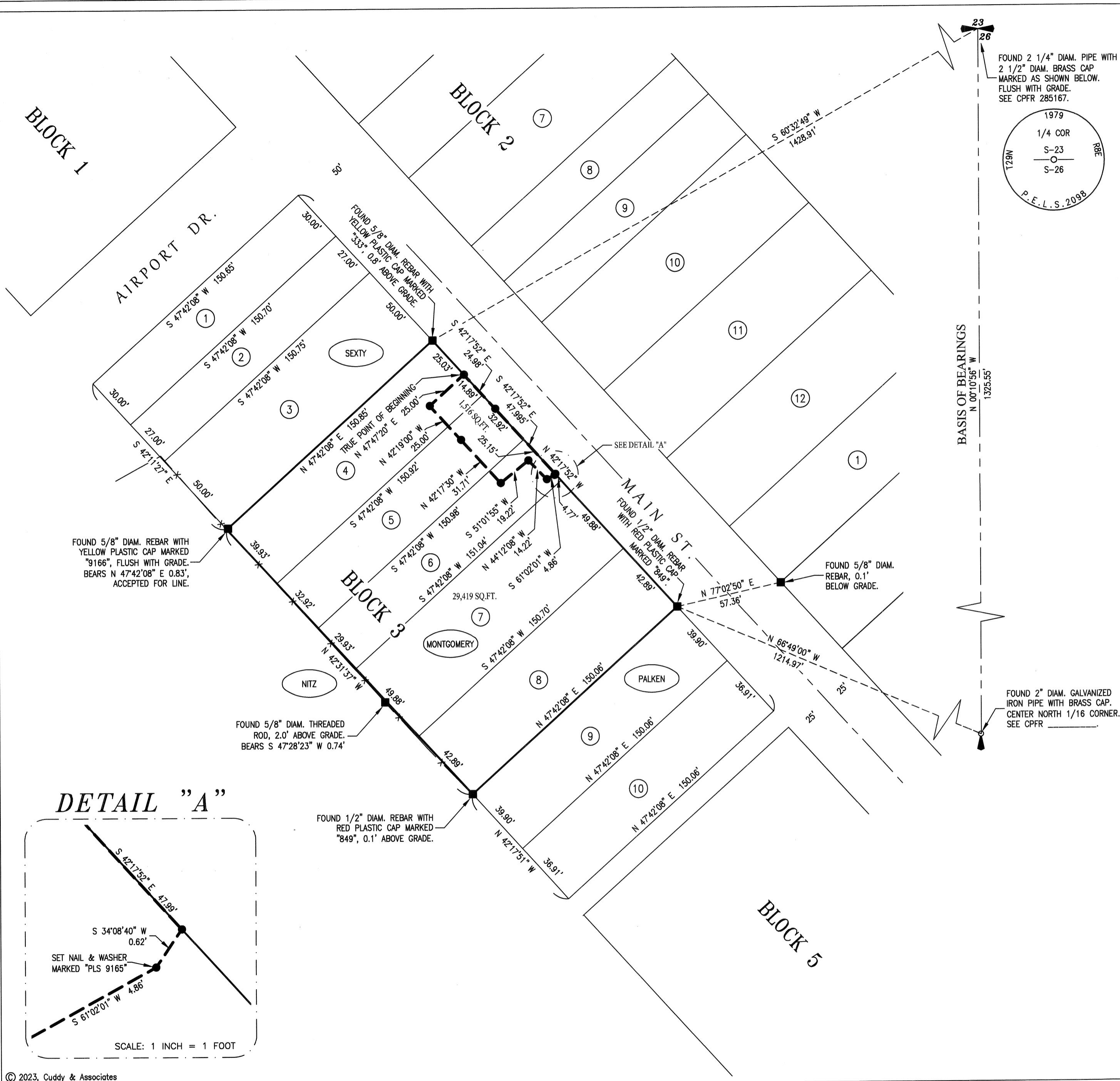
Commencing at a found 2 $\frac{1}{4}$ " diameter pipe with 2 $\frac{1}{2}$ " diameter brass cap stamped "1/4 COR" and "S-23/S26" and "1979" and "P.E.L.S. 2098" marking the North $\frac{1}{4}$ corner of said Section 26, from which point a found 2" diameter galvanized iron pipe with brass cap marking the Center North $\frac{1}{16}$ corner of said Section 26 bears South $00^{\circ}10'56''$ East a distance of 1325.55 feet; thence, South $60^{\circ}32'49''$ West a distance of 1428.91 feet to the North corner of Lot4 of Block 3, Plat of Elk City Idaho, said point being marked by a found $\frac{5}{8}$ " diameter rebar with yellow plastic cap stamped "333"; thence, following along the Northeast lines of Lots 4, 5, and 6 of said Block 3, South $42^{\circ}17'52''$ East a distance of 25.03 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap, said point being the **TRUE POINT OF BEGINNING**; thence, South $42^{\circ}17'52''$ East a distance of 24.98 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, South $42^{\circ}17'52''$ East a distance of 47.995 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, leaving said Northeast lines, South $34^{\circ}08'40''$ West a distance of 0.62 feet to a set nail and washer marked "PLS 9165"; thence, South $61^{\circ}02'01''$ West a distance of 4.86 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, North $44^{\circ}12'08''$ West a distance of 14.22 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, South $51^{\circ}01'55''$ West a distance of 19.22 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, North $42^{\circ}17'30''$ West a distance of 31.71 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, North $42^{\circ}19'00''$ West a distance of 25.00 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 9165 plastic cap; thence, North $47^{\circ}47'20''$ East a distance of 25.00 feet to the **TRUE POINT OF BEGINNING**.

Subject to any easements, written or unwritten, recorded or unrecorded.

Said parcel contains 1,516 square feet, more or less.

RECORD OF SURVEY

Section 26, Township 29 North, Range 8 East,
Boise Meridian, Idaho County, Idaho



LEGEND:

Found as noted.	Description	Set as noted.
	1/4 section corner	
	1/16 section corner	
	Rebar - found	
	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165", unless noted otherwise.	
	Calculated point. Nothing found or set this survey.	
DIAM.	Diameter	
CPFR	Corner Perpetuation and Filing Record (w/ instrument #)	
(M)	Measured	
(R1)	Reference R1	
	Section line/Section subdivision line	
	Boundary of subject property	
	Environmental Covenants Boundary	
	Centerline	
	Fence	
	Tie lines	
	Detail	

NARRATIVE:

The purpose of this survey was to monument and document the boundary of the subject property and to monument an Environmental Covenants boundary. Lines shown on this survey were established or reestablished as follows:

- 1). All four monuments controlling the boundary of the subject property were recovered and held.
- 2). The Environmental Covenants boundary was laid out and monumented per direction from the client.

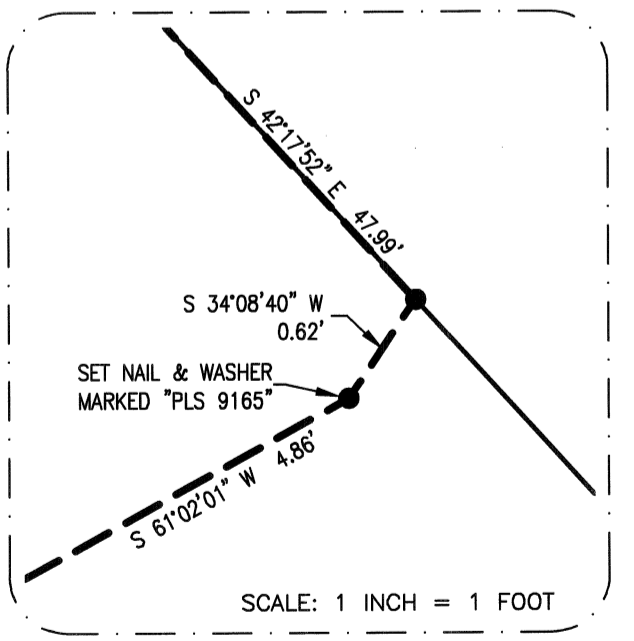
NOTES:

- 1). The Basis of Bearings for this survey is N00°10'56"W along the North-South center of section line of Section 26 between the monuments found at the North 1/4 corner and the Center North 1/16 corner, as shown hereon.
- 2). This survey was performed using a Topcon Hiper V GPS with a Topcon FC-5000 data collector, and a Topcon QS3A total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

REFERENCES:

No.	Document	By	Inst. No.	Date
R1	Plat of Elk City		Bk. 2, Pg. 4	
R2	Dependent Resurvey and Monumentation of Elk City	Carl V. Edwards	308978	September, 1983
R3	Record of Survey	Frank W. Gentry	373973	December, 1993
R4	Record of Survey	Hunter J. Edwards	493370	January, 2014
R5	Record of Survey	Greg L. Skinner	501187	August, 2015
R6	Record of Survey	Hunter J. Edwards	510809	September, 2017
R7	Corner Perpetuation & Filing Record		285167	

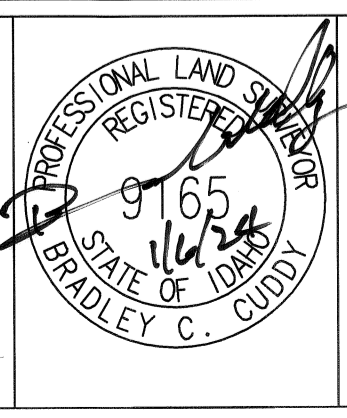
DETAIL "A"



© 2023, Cuddy & Associates

RECORDER'S CERTIFICATE
STATE OF IDAHO } ss
COUNTY OF IDAHO }
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____
BY _____ COUNTY RECORDER
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE
BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF ALTA SCIENCE AND ENGINEERING.
BRADLEY C. CUDDY, RLS 9165
DATE 11/24



DOCUMENTS PREPARED WITH THIS SURVEY
Legal Description for the Environmental Covenants Boundary.

C UDDY & ASSOCIATES, Inc.
Licensed Surveyors
13950 Highway 12
Oradino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Alta Science and Engineering	DRAWN BY: JPF
SURVEY COMPLETED: 11/1/2023	CHECKED BY: BCC
FILE LAST MODIFIED: 11/1/2023	SHEET: 1 OF 1
FILE NAME: Alta Science-Elk City.dwg	
LOCATION: S.26, T.29N., R.8E., B.M., Idaho Co. Idaho.	