

Recording Requested By and
When Recorded Return to:

NO. **630649**
AT THE REQUEST OF
Josh Kannenberg
DATE & HOUR
8/22/2023 10:33 AM
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ 40.00 BY: [Signature]
Deputy

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 the **GRANTOR**, Mr. Larry D. Germer, ("Mr. Germer") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Mr. Germer, as the current property owner grants this Environmental Covenant to all signatories to this instrument. 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. Mr. Germer is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code § 55-3008, Mr. Germer, as the holder, is also the **GRANTEE**.

Property. This Environmental Covenant concerns real property 2710 Highway 95 South, Moscow, County of Latah, State of Idaho, legally described as Parcel # RP39N05W197350 in Township 39 N, Range 05 West, Section 19 (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A.

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

Reason for Activity and Use Limitations. The Property described above was previously used to operate a bulk petroleum fueling facility, becoming contaminated with petroleum constituents including volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs). On May 19, 2015, Mr. Germer entered into a Voluntary Remediation Agreement with the Department to remediate the Property. Mr. Germer implemented a Voluntary Remediation Work Plan (VRWP) on the Property. This Environmental Covenant is required because residual concentrations of VOCs in groundwater and soil underlying the Property remain after completion of the VRWP. These concentrations are above allowable risk-based concentration as determined by the Department therefore future use of the Property shall be limited to protect human health and the

environment.

Name and Location of Administrative Record. A copy of the administrative record for the Property can be found at the Department's Lewiston Regional office located at 1118 "F" Street, Lewiston, Idaho. The project file is located in the Department's electronic data management system as file number 2011BAZ2529.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Mr. Germer, 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 exception of the current domestic drinking water well located on the Property (identified as by the Idaho Department of Water Resources as Well Number 39N 05W 19DAB1, and also as located on Figure 1 of Schedule A) there shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or an industrial or commercial use, without Department approval. Groundwater may be extracted as part of an environmental investigation or remediation project.
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.
3. There shall be no construction of human habitable structures over a portion of the Property labeled as "No Habitable Construction Area" on Figure 1 of Schedule A. The rectangular area originates at the northwest corner of the Property and extends 120 feet southward, adjacent, and parallel along the western property and 30 feet eastward, parallel with and adjacent to the northern Property from the northwestern Property boundary.

Breach and Cure of Activity and Use Limitations Mr. Germer, or his 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. The owner, 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 residual contaminated soil and groundwater is at levels the Department deems in writing to be adequate for the Property 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 Mr. Germer, or his 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, Mr. Germer, or his 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 Mr. Germer, or by his 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. Mr. Germer, 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 Mr. Germer or his successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Mr. Germer, or his 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, and/or any party to this Environmental Covenant 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, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against Mr. Germer or his 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 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 Mr. Germer or his 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: Mr. Larry Germer
1005 Zeitler Road
Moscow, Idaho 83843

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 Mr. Germer or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Mr. Germer or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance

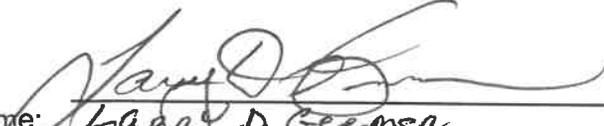
hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the Latah County Recorder's Office.

Signature and Acknowledgments

Accepted:

Mr. Larry D. Germer

Signature: 
 Printed Name: Larry D Germer
 Title: owner
 Date: 3/9/21

State of Idaho, county of Idaho, ss.

On this 9th day of March, in the year 2021, before me, a Notary Public in and for said County and State, personally appeared Larry D. Germer, known or 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: Mary Gregory
 Residing at: MOSCOW, Idaho
 Commission Expires: 7-18-24

01000

NOTARY PUBLIC - STATE OF IOWA
COMMISSION EXPIRES 12/31/2020
MARY GREGORY

630649

Schedule A

Property Legal Description and
Figure 1

630649 565971

QUITCLAIM DEED

THIS QUITCLAIM DEED made this 4th day of June, 2014, between Latah County, a

political subdivision of the State of Idaho, by and through the Board of Latah County

Commissioners, 522 S. Adams, Moscow, ID 83843, Grantor, for value received and having met

the statutory requirements does hereby convey, release, remise and forever quit claim unto:

Larry D. Germer, 1005 Zeitler Rd, Moscow.

The following described premises to wit:

A parcel of land in the East half of Section 19 Township 39 North, Range 5 W.B.M., and described as follows: beginning at a point in the East right-of-way boundary line of the North & South highway (US Highway No. 95) 2190 feet South and 814 feet West of the Northeast corner of said Section 19; thence Southward along the East right-of-way boundary of the North & South highway a distance of 396 feet to the true point of beginning; thence continuing Southward along the East right-of-way boundary of the North & South highway, a distance of 396 feet; thence Eastward, perpendicular to said highway right-of-way boundary line for 110 feet; thence Northward parallel to said highway right-of-way boundary 396 feet; thence Westward, perpendicular to said highway right-of-way boundary 110 feet to the true point of beginning.

Also including a parcel of land located in the East half of the Southeast quarter of Section 19, Township 39 North, Range 3 W.B.M., and more particularly described as follows: beginning at a point in the East right-of-way boundary line of the North and South highway (US. Highway No. 95), said point being 2190 feet South and 814 feet West of the Northeast corner of Section 19, Township 39 North, Range 5 West Boise Meridian, thence Southward along the East right-of-way line of said North and South highway a distance of 792 feet to the true point of beginning; thence continuing Southward along the East right-of-way boundary of the North and South highway, a distance of 164 feet; thence Eastward, perpendicular to said highway right-of-way boundary line for 110 feet; thence Northward, parallel to said highway right-of-way boundary line for 164 feet; thence Westward, perpendicular to said highway right-of-way boundary line 110 feet to the true point of beginning. Most commonly known as: 2710 Hwy 95 S., Moscow, ID 83843

These two parcel descriptions collectively constitute parcel number RP39N05W197350A.

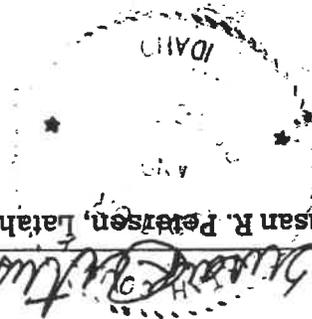
Subject to that certain easement reserved in the Warranty Deed recorded as instrument #215537, records of Latah County, Idaho.

IN WITNESS WHEREOF, Grantor(s) have hereunto set their hands on the 9th day of April, 2014

ATTEST:

Susan R. Petersen

Susan R. Petersen, Latah County Clerk



Board of Latah County Commissioners

By: *David McGraw*

David McGraw, Chair

ABSENT

By: Tom S. Stroschein, Commissioner

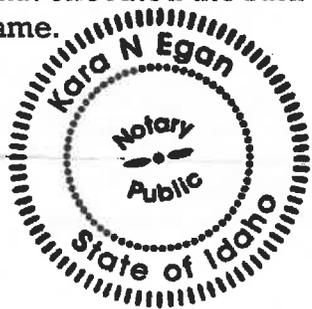
By: [Signature]
Richard Walser, Commissioner

State of Idaho

ss.

County of Latah

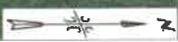
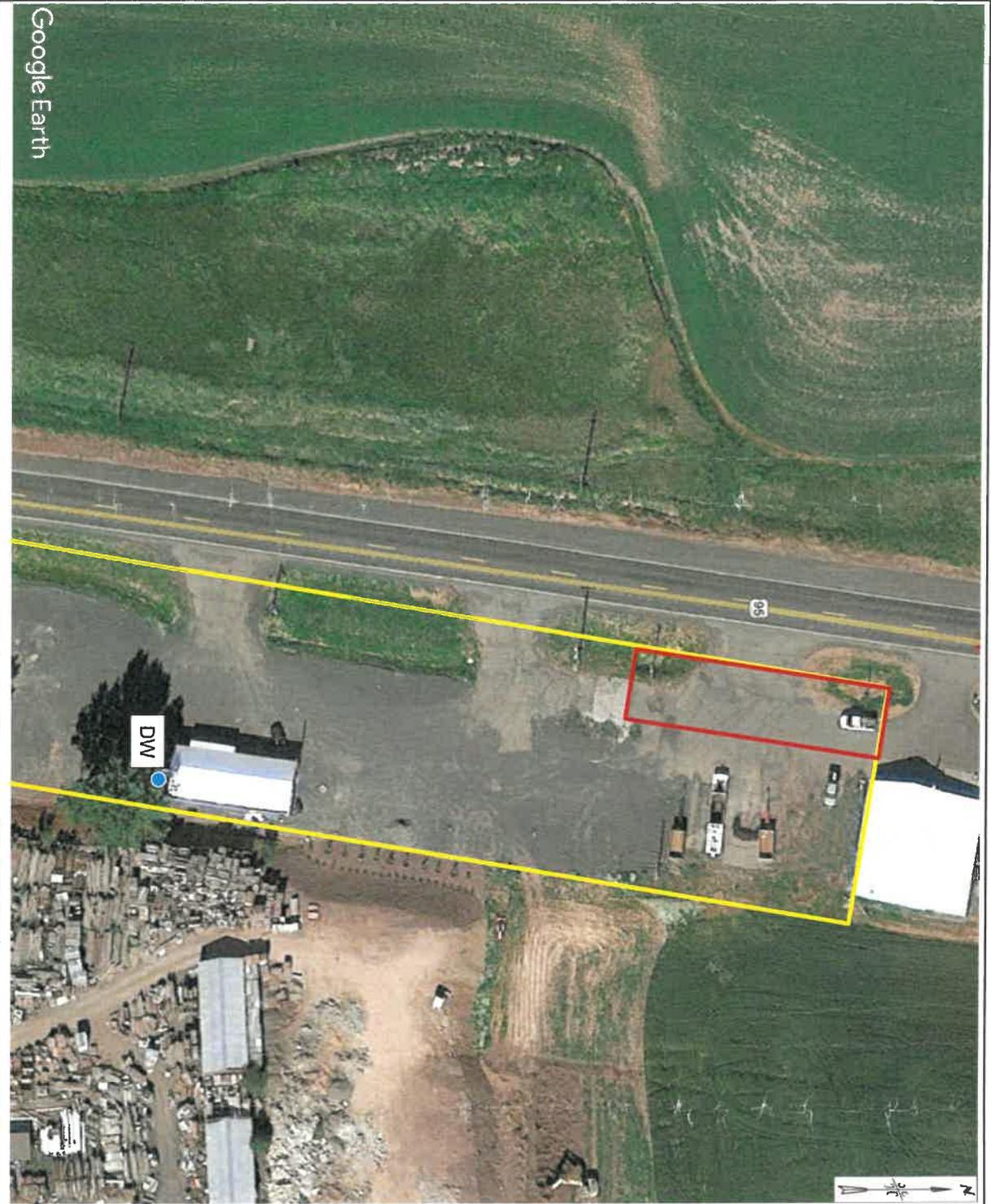
On this 4th day of June, 2014, before me, a Notary Public, personally appeared David McGraw, ~~Tom S. Stroschein~~ and Richard Walser, known to me to be the County Commissioners of Latah County, that executed the said instrument, and acknowledged to me that such Latah County executed the same.



[Signature]
Notary Public for Idaho
Commission Expires: 01-13-17

565971

NO. _____ AT THE REQUEST OF:
LARRY GEMMEL
DATE & HOUR
6.4.14 11:22
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 13.00 BY [Signature]



LEGEND



Approximate Property Boundary



DW
Domestic Well
39N 05W 19DAB1



Proposed Area of Building Restriction for EC

 <p>GeoProfessional Innovation.</p>	<p>Environmental Covenant Map Former Goodman Oil Company 2710 Highway 95 Moscow, Idaho</p>
	<p>MO15039D</p>

Figure 1