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Recording Requested By and
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Instrument # 452193

STATE OF IDAHO, PAYETTE COUNTY

8-18-2023 11:38:35 AM No. of Pages: 16

Recorded for : IDAHO DEPARTMENT OF ENVIRONMENTA

LINDSEY BRATCHER

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS TRANSACTION - MISC



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

Beverly J. Rayburn, GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Beverly Rayburn is the GRANTEE.

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

Property. This Environmental Covenant concerns real property 822 8th Avenue North, County of Payette, State of Idaho (hereafter referred to as "the Property"). The Property is legally described in the Property deed included as 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 property, holds fee simple title to the property and OWNER has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above is a residential property that was impacted by a release of heating oil from an above ground heating oil tank on or about December 8, 2018. A corrective action plan ("CAP") and clean up was conducted on the Property. The corrective action was not able to remove all impacted soil due to foundation integrity concerns of the Property's dwelling. Subsequent assessments determined the indoor air intrusion risk pathway to be complete with petroleum compounds being detected in crawlspace and indoor air above allowable risk-based. To minimize the indoor air risk installation of engineering controls which consist of a vapor barrier and crawlspace ventilation

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fan were installed under the dwelling on the Property. This Environmental Covenant is required because the engineering controls, necessary to prevent residual petroleum compounds in soil from impacting indoor air quality, require ongoing monitoring and maintenance.

Name and Location of Administrative Record. A copy of the Rayburn Property Heating Oil Release 3-GR-0251 file, Electronic Data Management System Number 2018BAZ250, can be found at the Boise Regional Office of the Department of Environmental Quality located at 1445 North Orchard Street in 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 Property, now or at any time in the future, as specifically set forth below:

The Property dwelling cannot be used for residential purposes unless the engineering controls: 1) a 6-millimeter plastic vapor barrier on the crawlspace floor, and 2) a ventilator fan installed in the crawlspace southern exterior wall so as to draw air from the crawlspace and vent it to the exterior of the Property dwelling are operated and maintained by the OWNER in accordance with the Department approved Operations and Maintenance Plan included as Schedule B.

Breach and Cure of Activity and Use Limitations OWNER, 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, 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. 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. Beverly J. Rayburn, in the role as the original designated holder to this Environmental Covenant, waives their right to sign the amendment as provided in Idaho Code § 55-3010(1)(c) if Beverly J. Rayburn is no longer owner of the property at the time of 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. Beverly J. Rayburn, in the role as the original designated holder to this Environmental Covenant, waives their right to sign the termination as provided in Idaho Code § 55-3010(1)(c) if Beverly J. Rayburn is no longer owner of the property at the time of termination. 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:

Petroleum contaminated soil and soil vapor are at levels the Department deems in writing to be adequate for the Property to be utilized for unrestricted use without the use of engineering controls listed above.

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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 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 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. OWNER, 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, 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 the OWNER 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.

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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 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 OWNER or its successors, [THIRD PARTY NAME] 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: Beverly L. Rayburn
822 8th Avenue North
Payette, Idaho 83661

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 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 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 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.

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Signature and Acknowledgments

Accepted:

Property Owner

Signature:



Printed Name:

Beverly J. Rayburn

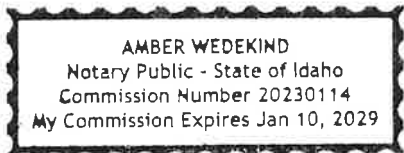
Date:

7-3-23

State of Idaho, county of, ss.

On this 3rd day of July, in the year 23, before me, a Notary Public in and for said County and State, Beverly J. Rayburn personally appeared, known or identified to me to be the person whose name executed this Environmental Covenant, and acknowledged to me that they 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: Amber Weckind
Residing at: 853 UPPER RD Weiser, Id 83072
Commission Expires: Jan, 10 2024

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Schedule A
Property Deed

WARRANTY DEED

For Value Received CHARLES OTT, also known as Charles William Francis Ott, also known as Charles W. Ott, and GLADYS OTT, also known as Gladys Ann Ott, also known as Gladys A. Ott, formerly husband and wife,

the grantee S do hereby grant, bargain, sell and convey unto HAROLD C. RAYBURN and BEVERLY J. RAYBURN, of 822 Eighth Avenue North, Payette, Idaho 83661,

the grantee S the following described premises, located in Payette County, Idaho, to-wit:

The North 150 feet of Block 127 of Riverside Addition to the City of Payette, as per Book 1, of Plat Records, Page 10, Payette County, Idaho.

Together with any and all water and water rights, ditches and ditch rights, used thereon or appertaining thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees their heirs and assigns forever. And the said GrantorS do hereby covenant to and with the said Grantee S that they are the owner S in fee simple of said premises; that they are free from all incumbrances.

and that they will warrant and defend the same from all lawful claims, whatever.

Charles Ott (SEAL)
By Bert L. Osborn - His Attorney in Fact (SEAL)
Gladys Ott (SEAL)
Dated: October 7th, 1979.

STATE OF IDAHO, COUNTY OF Payette) ss.

On this 7th day of October, 1979, before me, a notary public in and for said State, personally appeared Bert L. Osborn, as attorney in fact of Charles Ott, aka Charles William Francis Ott, aka Charles W. Ott, and appeared GLADYS OTT, aka Gladys Ann Ott, aka Gladys A. Ott,

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that they executed the same, as principal, & Attorney in fact, and individually by Gladys Ott.

Notary Public for Idaho
Receiving at
Comm. Expires June 1 - 1980

STATE OF IDAHO, COUNTY OF Payette

I hereby certify that this instrument was filed for record at the request of Welch & Osborn

at 4 minutes past 4 o'clock P.M. this 7th day of November 1980, in my office, and duly recorded in Book 48 of Deeds at page 186633

Ex-Officio Recorder
By E. C. Clark Deputy
Fees \$ 2.00

INSTRUMENT NO. 186633

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Appendix A
Tjernlund Products, Inc. Model V1D Crawlspace
Fan Specifications

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Schedule B

Operations and Maintenance Plan

The following steps should be performed to ensure proper operations and maintenance for Engineering Controls installed under the Rayburn home, located at 822 8th Avenue North in Payette, Idaho (Property):

1. The 6-millimeter plastic vapor barrier in the homes crawlspace, at the Property, should be inspected annually for tears, worn sections, and other indications that that barrier itself is not continuous.
 - a. The plastic barrier should extend completely across the crawlspace floor such that no underlying soil is exposed. Open sections within or around the vapor barrier may allow vapors to enter the crawlspace and ultimately the overlying home. The vapor barrier should be repositioned, or replaced, as appropriate, whenever the above conditions are noted during the annual inspection.
2. The crawl space ventilator fan installed in a crawlspace vent on the southern exterior wall is a Model V1D manufactured by Tjernlund Products, Inc. The fan was placed so as to exhaust air from the crawlspace area which is refreshed by other crawlspace vents surrounding the home. To be effective the fan should be running nearly continuously to refresh crawlspace air. However, to prevent freezing temperatures from impacting exposed water piping in the crawlspace the ventilator fan includes a thermostat to shut it off at temperatures below 35 degrees Fahrenheit (°F), and restart the fan when temperatures exceed 50°F.
 - a. As ambient outdoor temperature dictates, the fan should be confirmed to be off during temperature below 35°F. This check of the ventilator fan's thermostat should be performed periodically as outdoor ambient temperatures fall below 35°F. Ventilation during freezing temperatures may adversely impact water pipes below the house.
3. The crawlspace ventilator fan should otherwise be checked monthly to ensure that it is operating correctly. The fans operation can be checked by visually inspecting the exterior of the fan on the outside of the crawlspace wall located on the southern side of the home. By placing a hand near the vent, air should be flowing from the vent due to the fan operation. Should the crawlspace ventilator be found to be non-operational, repair or replacement should be performed as soon as feasible. Appendix A provides more information on the Tjernlund Products, Inc. Model V1D Crawlspace Ventilator fan specifications.



TJERNLUND PRODUCTS, INC.

1601 Ninth Street • White Bear Lake, MN 55110-6794
PHONE (800) 255-4208 • (651) 426-2993 • FAX (651) 426-9547
Visit our web site • www.tjernlund.com

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CRAWL SPACE VENTILATOR MODELS V1, V1D, V2D

**READ OWNERS INSTRUCTIONS CAREFULLY PRIOR TO INSTALLATION.
THESE INSTRUCTIONS MUST REMAIN WITH EQUIPMENT. DO NOT DESTROY.**



MODEL V1



MODEL V1D



MODEL V2D

DESCRIPTION

The Tjernlund UnderAire™ Series Crawl Space Ventilators are designed to circulate fresh outdoor air underneath homes and porches. Excessive humidity levels in Crawl Spaces is the leading cause of premature rotting of support columns, joists, floors and beam supports. Humidity can promote fungus growth and increased termite activity. Humidity may cause plumbing failures due to rust and corrosion. Constant operation helps vent radon gases, treated wood off-gasses and other odors that might migrate into living areas.

All Ventilator models are equipped with a factory installed and pre-wired thermostat which will prevent operation of the below 35°F. Deluxe models (V1D & V2D) are controlled by a dehumidistat which actuates the fan if the relative humidity rises above the selected set-point.

SPECIFICATIONS

MODEL V1 Ventilator:

Capacity: 110 CFM
Motor: 115 Volts ~ 50/60 Hz
0.30 amps maximum
Thermostat: On at 50°F
Off at 35°F
Dimensions: 14 3/8" x 6 7/8" x 2"

MODEL V1D Ventilator:

Capacity: 110 CFM
Motor: 115 Volts ~ 50/60 Hz
0.30 amps maximum
Thermostat: On at 50°F
Off at 35°F
Dehumidistat: 20% - 80% RH Range
Dimensions: 18" x 9" x 2"

MODEL V2D Ventilator:

Capacity: 220 CFM
Motors: 2 @ 115 Volts ~ 50/
0.60 amps maximum
Thermostat: On at 50°F
Off at 35°F
Dehumidistat: 20% - 80% RH R
Dimensions: 18" x 9" x 2"

GENERAL INFORMATION

Each UnderAire™ Crawl Space Ventilator is electrically factory line tested before shipment.

After opening carton, inspect thoroughly for shipment damage. Fan should rotate freely and all electrical wires and connections should be secured. If any damage is found, notify freight carrier and your distributor immediately and file a concealed damage claim.

RECOMMENDED VENTILATION RATE

Calculate the cubic area of the crawl space by multiplying the length x width x height. Divide this number by 15 to determine the minimum CFM necessary to fully ventilate the space in 15 minutes. Example: 20' wide x 40' long x 3' high crawl space 2,400 cubic ft. 2400 cubic ft. divided by 15 minutes = 160 CFM of ventilation. Choose two V1 or V1D ventilators or one ventilator.

▲ WARNING

The Crawl Space Ventilator must be installed by a qualified installer in accordance with these instructions and all local codes or in their absence in accordance with the latest editions of the International Residential Code and International Electrical Code. Improper installation can create a hazardous condition such as fire, electric shock or personal injury. To reduce these risks significantly, use this unit only in the manner intended by the manufacturer. If you have questions, contact Tjernlund Products. Always disconnect the Crawl Space Ventilator from its power source before installation and servicing.

CAUTION: For general ventilation use only. Do not use to exhaust hazardous or explosive materials and vapors.

WARNING: To reduce the risk of fire or electric shock, do not use this fan with any solid-state speed control device.

TOOLS REQUIRED

- 5/16" Nut Runner or Flat Head Screw Driver
- Drill with 5/16" Masonry Bit if mounting on brick or foundation block
- Grounded Electrical Outlet within 6 feet of Ventilator location (Models V1D & V2D). Model V1 must be hard wired.

INSTALLATION

LOCATION

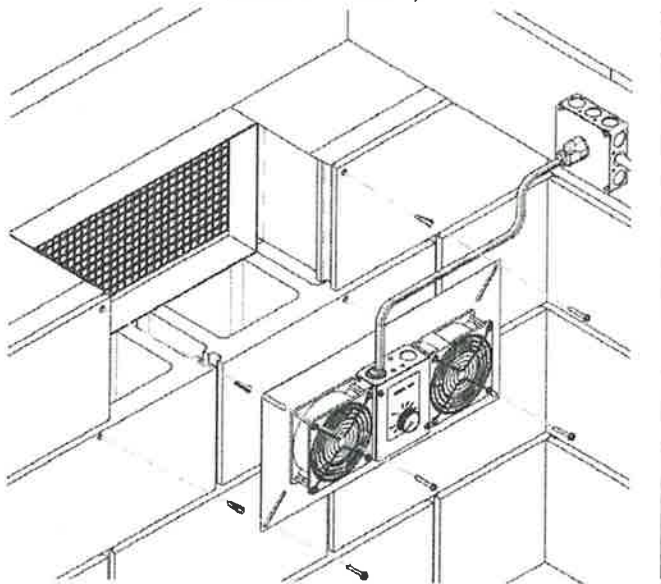
Mount Crawl Space Ventilator inside the crawl space behind existing foundation ventilation openings. Ventilation openings shall be within three feet of each corner of the building.

NOTE: Crawl Space Ventilator must be mounted with the electrical control box and motor facing the interior of the crawl space

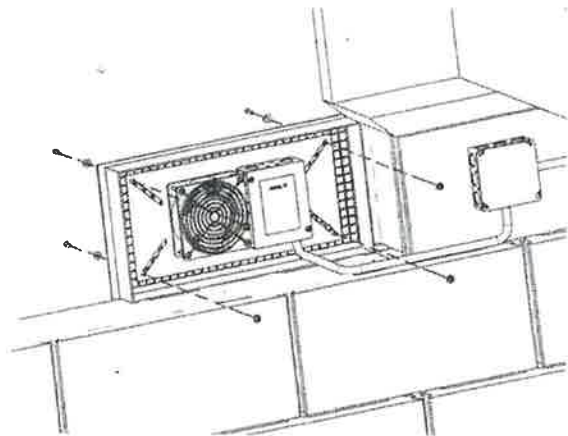
1. Remove existing doors or covers on ventilation openings around the perimeter of the building.
2. Position the Crawl Space Ventilator over the ventilation opening.
3. If installing on foundation block or brick, mark location in the four corners of the metal face plate and drill 5/16" holes with masonry bit. Install wall anchors into openings and secure Crawl Space Ventilator to the wall with four screws.

If installing on a wood header, rim joist or mesh on existing crawl space vent, secure Crawl Space Ventilator with screws, washers and nuts in the four corners of the Ventilator metal face plate.

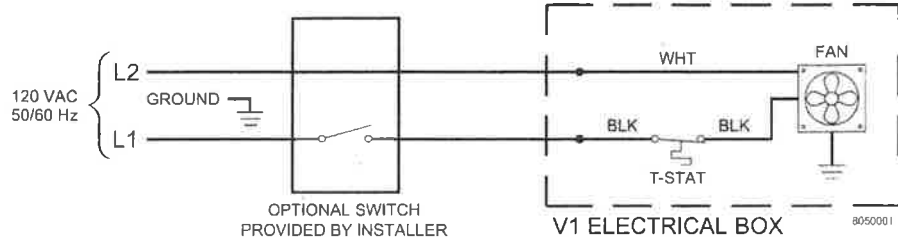
TYPICAL MODEL V1D & V2D MOUNTING
(Model V2D Shown)



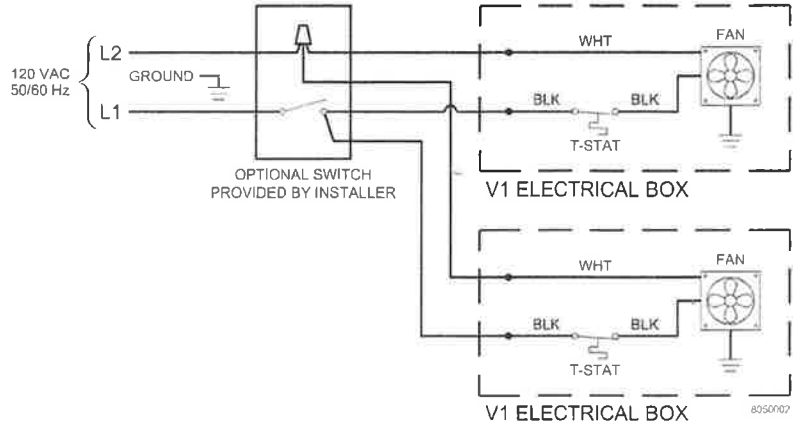
TYPICAL MODEL V1 MOUNTING



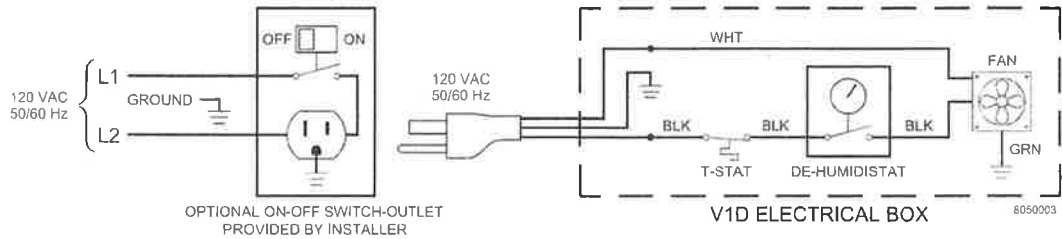
WIRING A SINGLE MODEL V1



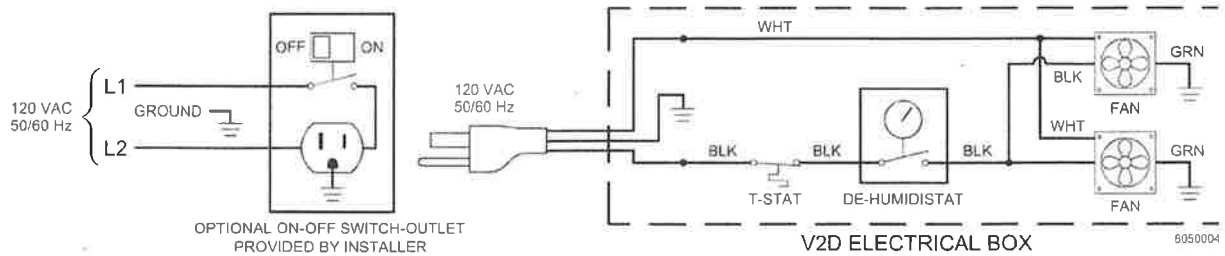
WIRING MULTIPLE MODEL V1's



MODEL V1D INTERNAL WIRING



MODEL V2D INTERNAL WIRING



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REPLACEMENT PARTS

<u>Component</u>	<u>Part Number</u>
Dehumidistat	DH10
Thermostat	950-8302
Fan	950-0020

WARRANTY

TJERNLUND LIMITED ONE YEAR WARRANTY

Tjernlund Products, Inc. warrants to the original purchaser of this product that the product will be free from defects due to faulty material or workmanship for a period of (1) year from the date of original purchase or delivery to the original purchaser, whichever is earlier. Remedies under this warranty are limited to repairing or replacing, at our option, any product which shall, within the above stated warranty period, be returned to Tjernlund Products, Inc. at the address listed below, postage prepaid. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND TJERNLUND PRODUCTS, INC. EXPRESSLY DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THIS PRODUCT. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND NO AGENT IS AUTHORIZED TO ASSUME FOR US ANY LIABILITY ADDITIONAL TO THOSE SET FORTH IN THIS LIMITED WARRANTY. IMPLIED WARRANTIES ARE LIMITED TO THE STATED DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitation on how long an implied warranty lasts, so that limitation may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so that above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from State to State. Send all inquiries regarding warranty work to Tjernlund Products, Inc. 1601 9th Street, White Bear Lake, MN 55110-6794. Phone (651) 426-2993 • (800) 255-4208 • Fax (651) 426-9547 • Email fanmail@tjfans.com.