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When Recorded Return to:

Boise County, Idaho  
PO Box 1300  
Idaho City, Idaho 83631

**Instrument # 226067**

IDAHO CITY, BOISE COUNTY, IDAHO  
12-22-2009 11:42:17 No. of Pages: 11  
Recorded for : ST. OF IDAHO DEPT. OF ENVIRO.  
CONSTANCE SWEARINGEN Fee: 0.00  
Ex-Officio Recorder Deputy *Shirley Stye*  
Index to: MISCELLANEOUS

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 **BOISE COUNTY**, ("COUNTY"), CENTRAL DISTRICT HEALTH DEPARTMENT ("DISTRICT"), 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 Used Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. DISTRICT is a "holder" as defined in Idaho Code § 55-3002(6). COUNTY, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

**Property.** This Environmental Covenant concerns real property located approximately three (3) miles northwest of Idaho City, Idaho, off Centerville Road (Forest Road 307), at 900 Centerville Road, County of Boise, State of Idaho, legally described as E ½ of the NW ¼ of Section 21, T6N, R5E B.M.; BEGINNING at the NW corner of said Section 21, thence South 89°46'00" East along the north boundary of said Section 21 for a distance of 1,304.51 feet to the REAL POINT OF BEGINNING; thence South 00°08'44" West for a distance of 1,970.73 feet; thence North 89°50'15" East 1,305.98 feet; thence North 00°06'19" East 1,961.70 feet; thence North 89°46'00" West along the north boundary of said Section 21 for a distance of 1,304.58 feet to the REAL POINT OF BEGINNING; containing 58.92 acres of land, more or less (hereafter referred to as "the Property"). The Property boundaries are shown on Sheet 1 of 5 in the attached Schedule A. A map depicting all disposal cells and storm water control features is attached as Schedule B.

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

**Reason for Activity and Use Limitations.** The Property is a parcel of land owned by Boise County that was a Municipal Solid Waste Landfill called the Warm Springs Ridge Landfill. Idaho Code Section 39-7415(c)(4) contains provisions for closing all MSWLF units. Central District Health certified final closure of the MSWLF on February 13, 2009. This Environmental Covenant is required to maintain the landfill cover system, storm water control systems, and to ensure public safety, protection of human health and the environment due to adverse conditions that may occur at closed solid waste landfills.

Name and Location of Administrative Record. A copy of the files related to the Warm Springs Municipal Solid Waste Landfill (MSWLF) in Boise County can be found at the Boise County Solid Waste Department office, 203 Emmett Road, Horseshoe Bend, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, COUNTY, 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. 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 unless specifically approved by the DEPARTMENT. Extraction of ground water is authorized if conducted for the purpose of ground water monitoring as approved in the Warm Springs Sanitary Landfill Operations and Maintenance Manual, dated October 1997.
2. No buildings of any kind or nature shall be constructed or located on the Property unless specifically approved in the Warm Springs Sanitary Landfill Operations and Maintenance Manual, dated October 1997. Existing buildings are to be identified in the closure/post-closure plan which stipulates the County's planned use of the property. If a new building is proposed, the post-closure plan must be amended, approved by the District and landfill gas monitoring incorporated.
3. There shall be no excavation of soil in the area identified as the cover system, storm water control system unless specifically approved in the Warm Springs Sanitary Landfill Operations and Maintenance Manual dated October 1997 and the updates contained in the approved Final Closure Construction for the Warm Springs Ridge Landfill revised August 6, 2008 and the Final Closure CQA Report for the Warm Springs Ridge Landfill dated January 21, 2009.
4. All uses, conditions and limitations specified in the Warm Springs Sanitary Landfill Operations and Maintenance Manual, dated October 1997, the approved Site Certification as a Tier II Non-municipal Solid Waste Transfer Station, and the Final Closure CQA Report for the Warm Springs Ridge Landfill dated January 21, 2009, are hereby incorporated by reference into this environmental covenant.

COUNTY, 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. The Activity and Use Limitations are imposed due to conditions resulting from former use for landfill purposes.

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 Property, or any subdivided portion thereof, unless COUNTY, or its successors in interest, applies to the DEPARTMENT to have this Environmental Covenant terminated pursuant to Idaho Code § 55-3010 and demonstrates with the record before the DEPARTMENT that the Property or any subdivided apportion thereof is shown in a DEPARTMENT-approved document not to contain solid waste or contaminated ground water.

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 COUNTY, or its successors in interest, within ten (10) days of the 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, COUNTY, or its successors in interest, shall provide to the DEPARTMENT and DISTRICT 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 COUNTY, 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 the DISTRICT shall have authority to enforce the Activity and Use Limitations against COUNTY or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of COUNTY, 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, or the DISTRICT, or its successor, to require that the COUNTY correct or remove any violation of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the DEPARTMENT, or its successor, or the DISTRICT, or its successor, to file civil action against the COUNTY as provided by law or in equality, including without limitations, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Property Access. The DEPARTMENT and the DISTRICT 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 Property, or part thereof, the Conveyor of the Property, shall provide written notice to the DEPARTMENT, DISTRICT, 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 nor the DISTRICT 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 COUNTY or its successors, COUNTY or its successors, or the DEPARTMENT or its successors, or the DISTRICT, or its successor, 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 (3) days after the date of mailing thereof.

COUNTY: Boise County  
Attn: Chairman, Boise County Commissioners  
P.O. Box 1300  
Idaho City, ID 83631

THE DEPARTMENT: Idaho Department of Environmental Quality  
Attn: Joe Nagel  
1410 N. Hilton  
Boise, ID 83706

THE DISTRICT: Central District Health Department  
Attn: Mike Reno  
707 N. Armstrong Place  
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 relating to the 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, DISTRICT, and COUNTY or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of COUNTY 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: \_\_\_\_\_

Toni Hardesty

Title: \_\_\_\_\_

Director, Idaho Department of Environmental Quality

Date: \_\_\_\_\_

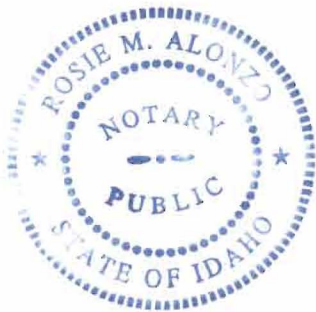
State of Idaho )

) ss.

County of Ada )

On this 9<sup>th</sup> day of December, in the year 2009, before me, a Notary Public in and for said County and State, personally appeared Toni Hardesty, know 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

Accepted:

Holder: Central District Health Department

Signature: 

Printed Name: Russell Duke

Title: Director, Central District Health Department

Date: 11-25-2009

State of Idaho )  
 ) ss.  
County of Ada )

On this 25<sup>th</sup> day of November, in the year 2009, before me, a Notary Public in and for said County and State, personally appeared Russell Duke, know or identified to me to be the Director of Central District Health Department that executed this Environmental Covenant, and acknowledged to me that the Central District Health Department 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: 

Residing at: Moscow, Idaho

Commission Expires: 07-26-2011





Signature and Acknowledgments

Accepted:

Property Owner: Boise County, Idaho

Signature:

Printed Name:

Title:

Date:

*Terry C. Day* Co-Chair  
~~Linda Zimmer~~ Terry C. Day  
Co-Chairman, Boise County Board of Commissioners  
\_\_\_\_\_

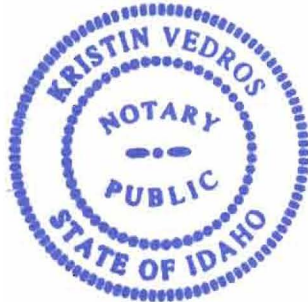
State of Idaho )

) ss.

County of Boise )

On this 16<sup>th</sup> day of November, in the year 2009, before me, a Notary Public in and for said County and State, personally appeared Linda Zimmer, know or identified to me to be the Chairman, Boise County Board of Commissioners, that executed this Environmental Covenant, and acknowledged to me that Boise County 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: *Kristin Vedros*

Residing at: Idaho City

Commission Expires: 1-4-14

**Schedule A**  
**Environmental Covenant Exhibit for Boise County**

Contours of Original Ground, Sheet 1 of 5, 1/23/2009  
and  
Contours of Placed Top Soil, Sheet 3 of 5, 1/23/2009

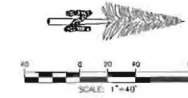
**Schedule B**  
**Environmental Covenant Exhibit for Boise County**

Site Map Depicting Disposal Cells and Storm Water Control Features



# WARM SPRINGS LANDFILL CLOSURE

## IDAHO CITY, IDAHO

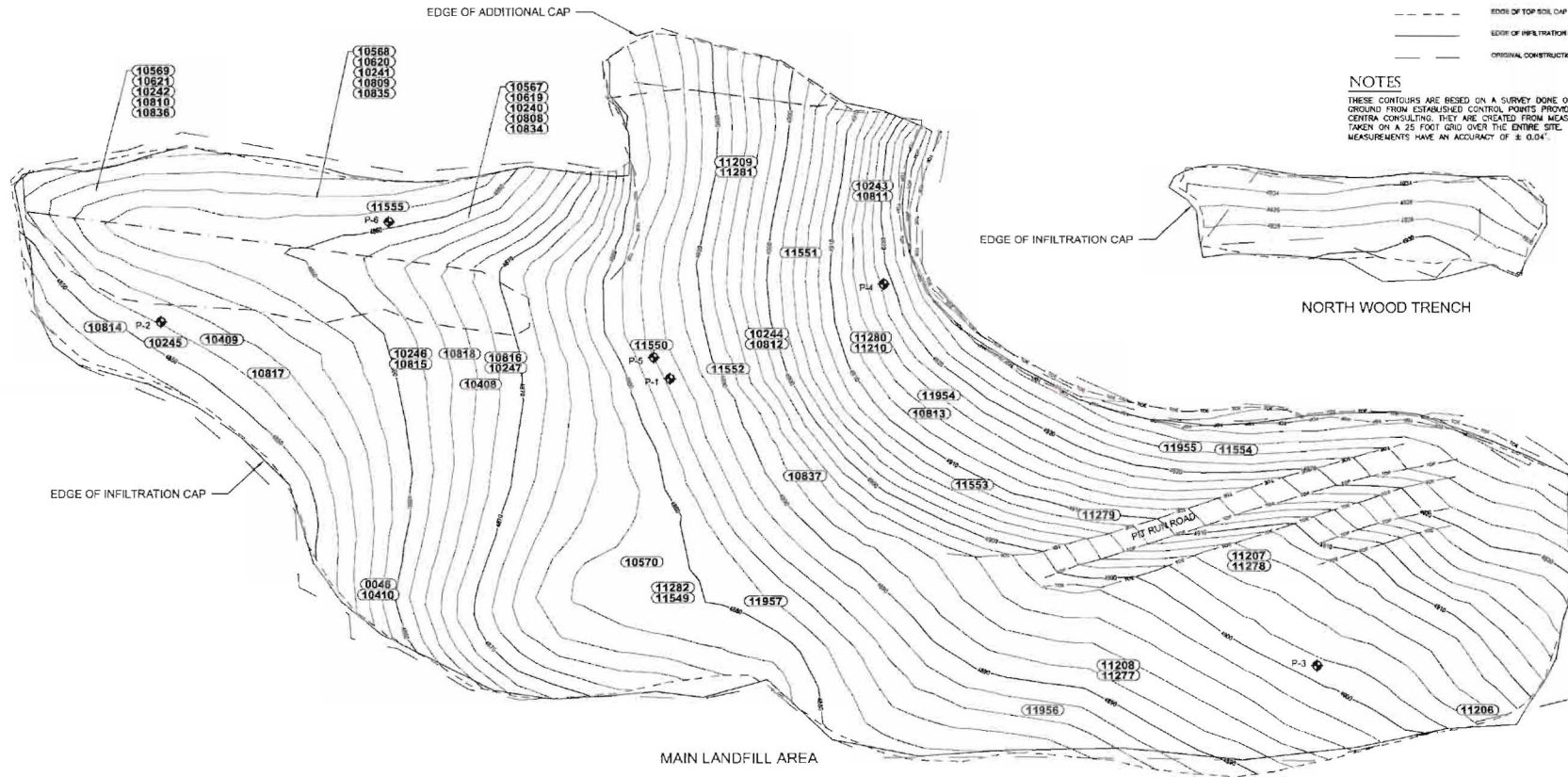


### LEGEND

- MAJOR CONTOUR
- MINOR CONTOUR
- DEPTH OF INFILTRATION LAYER
- EDGE OF AREA
- EDGE OF TOP SOIL CAP
- EDGE OF INFILTRATION CAP
- ORIGINAL CONSTRUCTION LIMITS

### NOTES

THESE CONTOURS ARE BASED ON A SURVEY DONE ON THE GROUND FROM ESTABLISHED CONTROL POINTS PROVIDED BY CENTRA CONSULTING. THEY ARE CREATED FROM MEASUREMENTS TAKEN ON A 25 FOOT GRID OVER THE ENTIRE SITE. MEASUREMENTS HAVE AN ACCURACY OF  $\pm 0.04'$ .



TOP SOIL LAYER VOLUME MAIN AREA			
SURFACE TYPICAL TOP SOIL		SURFACE TYPICAL TOP SOIL	
CUT CU. YDS	FILL CU. YDS	NET CU. YDS	METHOD
293	4554	4322 (F)	GRID
251	4588	4337 (F)	COMPOSITE
293	5151	4858 (F)	END AREA
262	5145	4883 (F)	PRISMATICAL

TOP SOIL LAYER VOLUME SCRAP WOOD AREA			
SURFACE TYPICAL SCRAP WOOD TOP SOIL		SURFACE TYPICAL SCRAP WOOD TOP SOIL	
CUT CU. YDS	FILL CU. YDS	NET CU. YDS	METHOD
1	294	293 (F)	GRID
1	298	298 (F)	COMPOSITE
1	308	308 (F)	END AREA
1	308	308 (F)	PRISMATICAL



CONTOURS OF  
PLACED TOP SOIL

WARM SPRINGS LANDFILL  
CENTRA CONSULTING, INC.  
413 WEST IDAHO SUITE 302  
IDAHO CITY, IDAHO 83402  
PHONE 208-738-9400  
FAX 208-738-9400  
DATE 11/15/05  
BY JLS

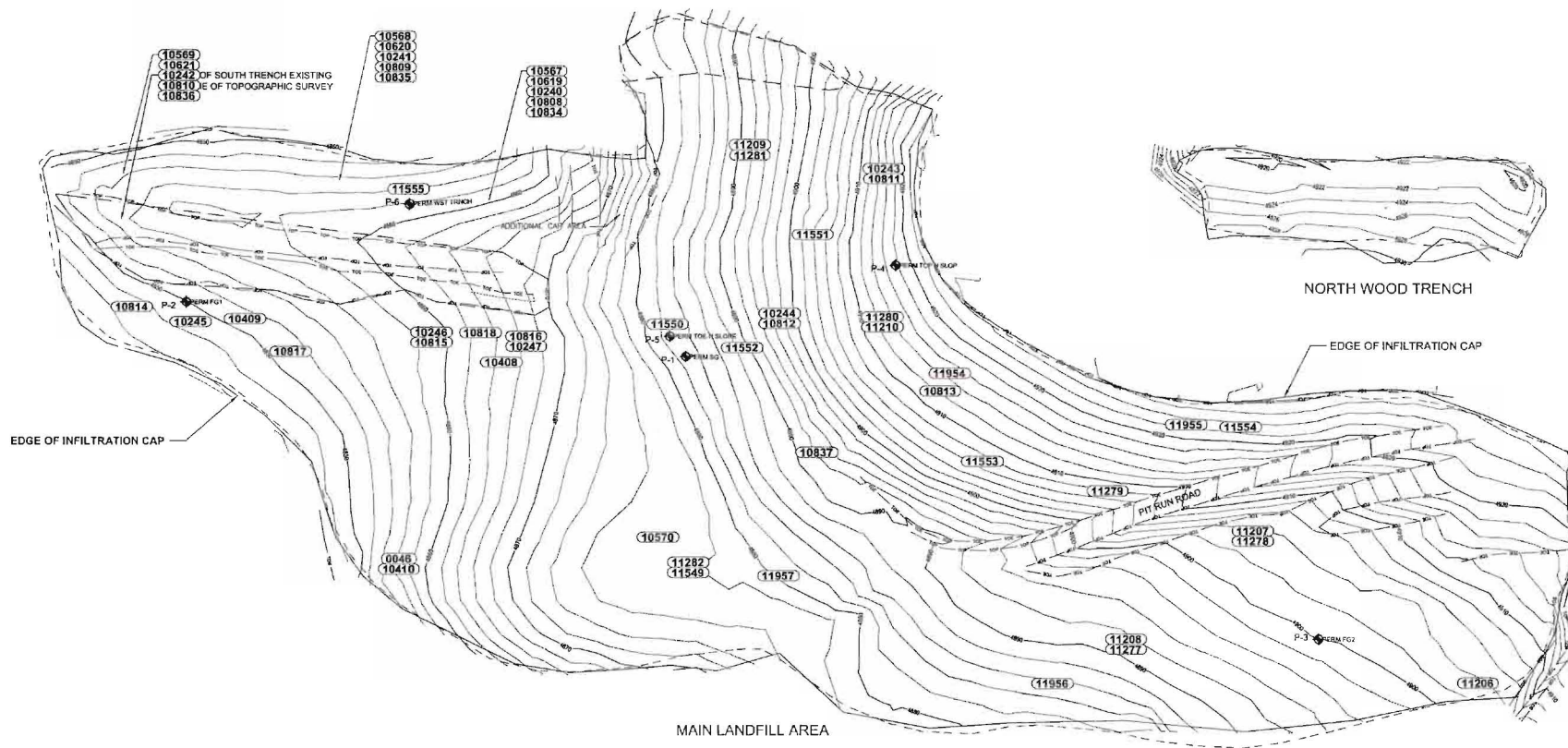
REVISIONS

SCALE: 1" = 40'  
DATE: 11/15/05  
BY: JLS

Figure 1 is a schematic diagram of a cross-section of a road and its drainage system. The diagram shows a road surface with a central gutter. Below the gutter is a drainage ditch. The road is labeled "X=1.132". The drainage ditch is labeled "X=1.132". The diagram includes labels for "MAJOR CONTOUR", "MINOR CONTOUR", "DEPTH OF INFILTRATION LAYER", "EDGE OF AREA", "EDGE OF TOP SOIL CAP", "EDGE OF INFILTRATION CAP", and "ORIGINAL CONSTRUCTION LIMITS".

1. THE CONTOURS ON THIS MAP HAVE BEEN ADJUSTED TO REMOVE THE SOUTH TRENCH AREA EXISTING AT THE TIME OF THE ORIGINAL TOPOGRAPHIC SURVEY PER REQUEST OF KENNETH S. SOBENIAF, P.E.

2. THESE CONTOURS ARE BASED ON A SURVEY DONE ON THE GROUND FROM ESTABLISHED CONTROL POINTS PROVIDED BY CENTRA CONSULTING. THEY ARE CREATED FROM MEASUREMENTS TAKEN ON A 25 FOOT GRID OVER THE ENTIRE SITE. MEASUREMENTS HAVE AN ACCURACY OF  $\pm 0.04'$



AREAS		
AREA	SQ. FT	ACRES
OWS INFIL. CAP AREA	348480	8.08
NDL. INFIL. CAP AREA	5600	0.13
SOUTH TRENCH	17459	0.40
NORTH WOOD TRENCH	17950	0.41
TOTAL INFIL. AREA CAPABLE	372230	8.55
TOP SOIL CAP. MAIN	353830	8.15
TOP SOIL CAP. NORTH WOOD TRENCH	18101	0.37
TOTAL TOP SOIL AREA	372021	8.49



**TIMBERLINE**  
**SURVEYING**

CONTOURS OF  
ORIGINAL  
GROUND

OWEN, BARRY J. (P)  
CENTRA CONSULTING INC  
413 WEST IDAHO SUITE 302  
BOISE, IDAHO 83702  
PHONE (208) 338-9400

REVISIONS				

SCALE	SEITZ INDEX
100 = 100%	100 = 100%