



Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Idaho Youth Ranch, Inc. ("Idaho Youth Ranch" or "Owner") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015 ("Act"). This Environmental Covenant sets forth restrictions and/or obligations (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. Idaho Youth Ranch is a "holder" as defined in Idaho Code § 55-3002(6). Idaho Youth Ranch, as the current property owner, grants this Environmental Covenant to all signatories to this instrument; provided, however, the rights of the Department and its successors are those of an agency as set forth in the Act. Neither the Department nor its successors own any interest in the Property.

Property. This Environmental Covenant concerns real property referred to as parcel R9426000225. This parcel address is 231 E 1st Street, Meridian, County of Ada, State of Idaho, and is legally described as in the attached deed (hereafter referred to as "the Property") in Schedule A. The Property is legally described in attached Schedule A and is shown on a map in attached Schedule B. The Activity and Use Limitations described in this Environmental Covenant apply to an approximate 100 foot by 125 foot rectangular portion of the Property referred to as the "Restricted Area", which is also shown in Schedule B

Property Ownership. Idaho Youth Ranch hereby represents and warrants that it is the sole owner of the property, holds fee simple title to the property and Idaho Youth Ranch 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 fueling facility, becoming contaminated with petroleum chemicals. Idaho Youth Ranch implemented a corrective action plan ("CAP") on the Property. This Environmental Covenant is required because at the completion of CAP remedial actions, residual concentrations of

benzene, naphthalene, and ethylbenzene in groundwater remain on a portion of the Property which are above allowable risk-based concentrations protective of unrestricted use as defined 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 Idaho Youth Ranch file can be found at the Boise Regional DEQ office located at 1445 North Orchard in Boise, Idaho.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, the following activity and use limitations apply to the Restricted Area of the Property as specifically set forth below:

1. There shall be no extraction of groundwater under the Restricted Area of the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or an industrial or commercial use.
2. The Restricted Area of the Property may be used for commercial and industrial uses only and 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.

Breach and Cure of Activity and Use Limitations The owner of the Property 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 of the Property 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 of the Property 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. The Department will not withhold its consent if the other parties agree to assignment of the Environmental Covenant to a new holder.

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. Any party to the Environmental Covenant and any person with an interest in the Property 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 groundwater is at concentrations the Department confirms in writing to meet standards 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 this Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to this Environmental Covenant is located. The owner of the Property shall record this Environmental Covenant, and any amendment or termination, within ten (10) days following receipt of the Department's signature thereon. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, the owner of the Property 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 thereof, 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 the owner of the Property 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 this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. The owner of the Property 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. An example compliance form is attached to this document and marked as Attachment 1.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the owner of the Property and any other person using the Property. Failure of the owner of the Property 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 of the Property 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 of the Property 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 owners and 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 the owner of the Property 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:

Rick Allis *Alis* (signature)
President & Chief Operating Officer
Idaho Youth Ranch, Inc.
5465 West Irving Street
Boise, ID 83706

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 the Idaho Youth Ranch or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of the Idaho Youth

Ranch, 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: *John H. Tippetts*
Printed Name: John H. Tippetts
Title: Director, Idaho Department of Environmental Quality
Date: June 22, 2016

State of Idaho)
) ss.
County of Ada)

On this 22nd day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

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



Notary Public for Idaho: *Helene E. Wolfgram*
Residing at: *Boise, Idaho*
Commission Expires: *10-31-2020*

Signature and Acknowledgments

Accepted:

Property Owner: Idaho Youth Ranch/Inc.

Signature:

Printed Name: Rick Allis Alis (M)

Title: President & Chief Operating Officer

Date: 6-14-16

State of Idaho)
) ss.
County of Ada)

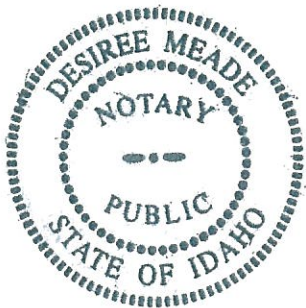
Alis

On this 14 day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared Rick Alis, known or identified to me to be the President & Chief Operating Officer of the Idaho Youth Ranch, Inc. that executed this Environmental Covenant, and acknowledged to me that the Idaho Youth Ranch, Inc. 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: Idaho Youth Ranch
Residing at: Boise Idaho
Commission Expires: 8/2/19

Desiree Meade
8/2/2019



**NOTICE OF ANNUAL COMPLIANCE REPORTING
FOR ENVIROMENTAL COVENANT**

This Notice of Annual Compliance Reporting for Environmental Covenant form is to assist property owners with the Compliance Reporting provision included in the Environmental Covenant. Owner[s] 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. This annual report requirement runs from the effective date of the Environmental Covenant, the date on which the Environmental Covenant was officially recorded with the property deed.

MAIL ANNUAL NOTICE TO:

Idaho Department of Environmental Quality
State Response Program Manager
1410 N. Hilton
Boise, ID 83706

CURRENT PROPERTY OWNER NAME: _____

DATE OF ANY OWNERSHIP CHANGES THIS PAST YEAR: _____

PROPERTY NAME AND ADDRESS: _____

ENVIRONMENTAL COVENANT

COUNTY RECORDERS INSTRUMENT NUMBER: _____

GENERAL DESCRIPTION OF ACTIVITY AND USE LIMITATION(S):

OWNER(S) VERIFIES COMPLIANCE WITH THE ACTIVITY AND USE LIMITATIONS IDENTIFIED IN THE ABOVE REFERENCED ENVIRONMENTAL COVENANT IN THIS ANNUAL REPORT FILED WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

PROPERTY OWNER REPRESENTATIVE (PRINT/TYPE)

TITLE

SIGNED

DATE

Schedule A

Legal Description and Deed of Property

Schedule A

P-135507 JB/HH

95016003



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

Reviewed and approved by: *[Signature]*

APPROVED BY
J. DAVID BOWEN
BOISE ID
PIONEER TITLE CO.

'95 MAR 9 PM 2 22

FEE 300
RECORDED IN THE OFFICE OF

1845001558

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED ^{CHAFFEE} SUSAN/BROWN*AND BRUCE C. JONES, AS PERSONAL REPRESENTATIVES OF THE ESTATE OF GEORGE B. DAVIS, DECEASED *(formerly known as Susan Brown)
GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto IDAHO YOUTH RANCH, INC.

GRANTEE(S), whose current address is: P.O. Box 8538, Boise, ID 83707
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

LOTS 1 THRU 12 IN BLOCK 3 OF WILLIAMS ADDITION TO MERIDIAN, IDAHO, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 3 OF PLATS AT PAGE 127, RECORDS OF ADA COUNTY, IDAHO.

EXCEPT THE WEST 10 FEET OF SAID LOT 12.

ALSO LOTS 28, 29 AND 30 IN BLOCK 1 OF BOWER'S ADDITION TO MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 2 OF PLATS AT PAGE 62, RECORDS OF ADA COUNTY, IDAHO.

NOTE: GRANTEE HAS ACCEPTED THE LEVEL I INSPECTION AND AGREES TO HOLD GRANTOR (THE ESTATE OF GEORGE B. DAVIS, THE PERSONAL REPRESENTATIVES OF SAID ESTATE, AND ALL OF ITS AGENTS, INCLUDING ATTORNEYS AND REALTORS) HARMLESS FROM ANY LIABILITY WHATSOEVER ARISING FROM ANY GASOLINE OR PETROLEUM PRODUCTS STORAGE TANKS ON SAID PROPERTY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 24, 1995

Susan Chaffee (Brown)
SUSAN (BROWN) PERSONAL REPRESENTATIVE (formerly known as Susan Brown)
Bruce C. Jones
BRUCE C. JONES, PERSONAL REPRESENTATIVE

STATE OF IDAHO, County of Ada, ss.

On this 9th day of February March, in the year of 1995, before me
JANET L. BLOSSOM, ^{CHAFFEE} a notary public.

personally appeared SUSAN (BROWN) AND BRUCE C. JONES
known or identified to me to be the person whose name is subscribed to the within instrument as
Personal Representatives and acknowledged to me that they executed the same as such
(Trustee, sheriff, etc.)

Personal Representatives
(Trustee, sheriff, etc.)

Notary Public: *Janet L. Blossom*

Residing at: BOISE, IDAHO

Commission Expires: 3/17/99

Schedule B

Map of the Property and Restricted Area

Schedule B

