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Instrument # 538702
MINIDOKA COUNTY, RUPERT, IDAHO
12-06-2016 01:13:42 PM No. of Pages: 13
Recorded for: FIRST AMERICAN TITLE AND ESCRO
PATTY TEMPLE Fee: \$46.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

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 CJSD Holdings, Inc., an Idaho corporation ("CJSD Holdings") 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 on real property designed to protect natural resources, human health, and the environment. CJSD Holdings is a "holder" as defined in Idaho Code § 55-3002(6). CJSD Holdings, 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 316 South Oneida, Rupert, Idaho in Minidoka County and legally described in the deed hereto and marked as Attachment A (hereafter referred to as "the Property"). The Restricted Area of the Property is illustrated on the map attached hereto and marked as Attachment B.

Property Ownership. CJSD Holdings 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 CJSD Holdings 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 former Stinker Station #52, becoming contaminated with petroleum hydrocarbon. On October 6, 2005, CJSD Holdings entered into a Consent Order with the Department to remediate the Property. CJSD Holdings implemented a corrective action plan ("CAP") on the Property. This Environmental Covenant is required because at the completion of the CAP remedial actions, residual concentrations of Benzene in groundwater remain underlying the Restricted Area of the Property. These concentrations are above allowable risk-based

concentrations as defined by the Department; therefore future use of the Restricted Area of the Property shall be limited to protect human health and the environment.

Current risk-based standards require that no individual carcinogenic contaminant exceed 1×10^{-6} risk and that the cumulative risk of all carcinogenic contaminants not exceed 1×10^{-5} , the hazard index of all noncarcinogenic chemicals not exceed 1; or that no contaminant exceeds their Residential Use Screening Level (RUSL) or Remedial Action Target Level (RATL).

The current highest sample concentration for the chemical of interest and the respective RUSL is shown in the table below.

Chemical of Interest	Groundwater RUSL mg/L	Groundwater 6-29-2016 mg/L
Benzene	0.005	0.011

Name and Location of Administrative Record. A copy of former Stinker Station #52 (Facility Identification Number 4-340034) administrative record can be found at the DEQ Twin Falls Regional Office, 650 Addison Avenue West, Suite 110, Twin Falls, ID 83301.

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

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. Ground water may be extracted as part of an environmental investigation or remediation project.

Breach and Cure of Activity and Use Limitations. CJSD Holdings, 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, CJSD Holdings 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 CJSD Holdings or any successors in interest, and the 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 Restricted Area of 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. CJSD Holdings, 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 groundwater is at levels the Department deems in writing to be adequate for the Restricted Area of 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 the county in which the Property subject to this Environmental Covenant is located. The owner of the Property shall record this Environmental Covenant, and any amendment or termination thereof, within ten (10) days following receipt of the Department's signature hereon. 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. CJSD Holdings, 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. An example compliance form is attached to this document and marked as Attachment 1.

Enforcement. The Department and any party to 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 or any other user 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 or user 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 or user 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 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 CJSD Holdings 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: CJSD Holdings, Inc.
ATTN: Charley Jones
PO Box 7627
Boise, ID 83707

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 CJSD Holdings or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of CJSD Holdings 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.


[signatures begin on next page]

Signature and Acknowledgments

Accepted:

CJSD Holdings, Inc.,
an Idaho corporation

Signature:


Charley D. Jones, President

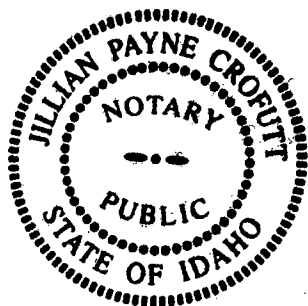
Date:

11.3.2016

State of Idaho)
) ss.
County of Ada)

On this 3rd day of November, 2016, before me, a Notary Public in and for said State, personally appeared Charley D. Jones known or identified to me to be the president of CJSD Holdings, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of such corporation, and acknowledged to me that the corporation 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: Jillian Payne Croft
Residing at: Carson County
Commission Expires: Nov 9th 2021

Attachment A Legal Description and Deed of Property

Instrument # 499700

MINIDOKA COUNTY, RUPERT, IDAHO
11-19-2008 03:30:13 No. of Pages: 3
Recorded for : FIRST AMERICAN TITLE
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy *DS*

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fearless Farris Service Stations, Inc., a dissolved Idaho corporation, as Grantor, does hereby grant, sell, convey, transfer and assign to CJSD Holdings, Inc., an Idaho corporation, as Grantee, whose address is Post Office Box 7627, Boise, Idaho, 83707, the following described real property in the County of Minidoka, State of Idaho:

All that certain real property particularly described on Schedule A attached hereto and incorporated herein by this reference.

Grantor is an Idaho corporation, duly dissolved pursuant to Idaho Code Section 30-1-1403, according to Articles of Dissolution filed on May 31, 2007, with the Secretary of State, State of Idaho. This grant was approved by the corporation's shareholders and directors under that certain resolution effective May 31, 2007, entitled Consent to Action of Sole Shareholder and Directors in Lieu of Special Meeting, which authorized the undersigned officer to convey the corporation's right, title and interest in the real property described above to CJSD Holdings, Inc., an Idaho corporation, pursuant to Idaho Code Section 30-1-1405, subject to CJSD Holdings, Inc.'s assumption of all liabilities related to this real property. This grant is expressly made subject to: (a) that certain Deed of Trust by, between and among Fearless Farris Service Stations, Inc., as grantor, and Land Title and Escrow, Inc., as trustee, and Brody & Whiting, Inc., as beneficiary, dated March 24, 1999 and recorded on March 25, 1999 as Instrument No. 440751, official records of Minidoka County, Idaho, together with all addendums and modifications thereto; (b) that certain Deed of Trust by, between and among Fearless Farris Service Stations, Inc., as grantor, and First American Title Insurance Company, as trustee, and Zions First National Bank, as beneficiary, dated November 18, 2002 and recorded on November 20, 2002 as Instrument No. 462223, official records of Minidoka County, Idaho, together with all addendums and modifications thereto; (c) that certain Deed of Trust by, between and among Fearless Farris Service Stations, Inc., as grantor, and First American Title Insurance Company, as trustee, and F. Scott Lind, Kent F. Lind, H. Kent Johnson and Julie A. (Lind) Johnson, as beneficiary, dated November 18, 2002 and recorded on November 20, 2002 as Instrument No. 462229, official records of Minidoka County, Idaho, together with all addendums and modifications thereto; and (d) other matters of record. This grant is effective as of May 31, 2007.

SCHEDULE A

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 29: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29; thence North for 437.8 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North for 40.5 feet;
Thence West for 182.5 feet, more or less, to a point on the South right of way line of U.S. Highway 30 North;
Thence South 31°37' West along the South right of way line of said U.S. Highway 30 North for 47.8 feet to a point due West of the Point of Beginning;
Thence East for 217.7 feet, more or less, to the TRUE POINT OF BEGINNING.

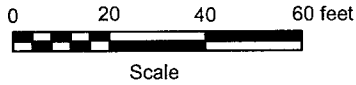
PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 29: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29; thence North for 478.3 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North for 146.7 feet;
Thence West for 92.1 feet, more or less, to a point on the South right of way line of U.S. Highway 30 North;
Thence South 31°37' West along said South right of way line of U.S. Highway 30 North for 172.3 feet, to a point due West of the Point of Beginning;
Thence East for 182.5 feet, more or less, to the TRUE POINT OF BEGINNING.

Attachment B Map of Restricted Area



3rd Street South

MW-6

MW-4
MW-3
MW-5
MW-2
MW-1
MW-7

South H Street

Groundwater Extraction Restricted Area

Kester Realty

Irrigation Well

Brewster Cheese West

MW-9

Oneida Street/Highway 24

Entrance

Entrance


MW-8

STINKER STORES, INC.
STORE 52
316 South Oneida

Landscaped

D.L. Evans Bank

LEGEND

 Monitoring Well Location