

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 the **GRANTOR**, B Five Properties LLC ("OWNER") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. B Five Properties LLC, 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. B Five Properties LLC is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code §55-3008, B Five Properties LLC, as the holder is also the **GRANTEE**.

Property. This Environmental Covenant concerns real property located at 311 North Curtis Road, Parcel Number S1007449107, County of Ada, State of Idaho, legally described as a parcel of land situated in the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 7, Township 3 North, Range 2 East of the Boise Meridian, (hereafter referred to as "the Property"). The Property is legally described in Schedule B, (Deed). The Property is currently known as Baird Oil.

Property Ownership. B Five Properties LLC 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 B Five Properties LLC has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above is used to operate a bulk fuel storage and distributing facility, which was contaminated with diesel motor fuel. B Five Properties LLC subsequently implemented a remedial action on the Property. This Environmental Covenant is required because at the completion of the remedial action residual concentrations of ethylbenzene, naphthalene, benzo(a)anthracene and benzo(a) pyrene in

subsurface soil underlying a 50 foot by 50 foot square shaped portion of the Property referred to as the "Restricted Area", as shown on Schedule A, (Map). These concentrations in soil exceed the 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. In addition, detections of benzene and benzo(a)anthracene in residual soil underlying the release area exceed allowable risk based groundwater protection concentration as determined by the Department. Therefore, as an abundance of caution future use of groundwater from beneath the entire Property will be restricted.

Name and Location of Administrative Record. A copy of the project file (WR Baird's Oil 3-GR-0184, TRIM number 2017BAR24, 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, B Five Properties LLC, 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. Groundwater may be extracted as part of an environmental investigation or remediation project.
2. The "Restricted Area" of the Property as shown on Schedule A may be used for commercial and industrial uses only. The Restricted Area of 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.

Breach and Cure of Activity and Use Limitations B Five Properties LLC, 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, B Five Properties LLC 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 B Five Properties LLC 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. B Five Properties LLC, 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 soils and groundwater are currently at levels the Department deems in writing to be adequate for the Property to be developed for commercial 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 B Five Properties LLC, 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, B Five Properties LLC, 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 B Five Properties LLC, 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. B Five Properties LLC 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 B Five Properties LLC or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of B Five Properties LLC, 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 B Five Properties LLC 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.

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 B Five Properties LLC 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: B Five Properties LLC
 ATTN: Dennis Baird
 President and Property Owner
 311 North Curtis Road
 Boise, Idaho 83706

THE DEPARTMENT: Idaho Department of Environmental Quality
 ATTN: Derek Young
 1410 North Hilton
 Boise, Idaho 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 B Five Properties LLC or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of B Five Properties LLC 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 Ada County Recorder's office.

Signature and Acknowledgments
Accepted:

Idaho Department of Environmental Quality

Signature: *John H. Tippetts*
Printed Name: John Tippetts
Title: Director, Idaho Department of Environmental Quality
Date: December 7, 2017

State of Idaho)
) ss.
County of Ada)

On this 7 day of December, in the year 2017, 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: *Rosie M. Alonzo*
Residing at: *Nampa, Idaho*
Commission Expires: *11/21/2020*

Signature and Acknowledgments

Accepted:

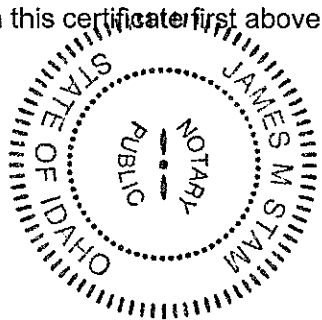
Property Owner: B Five Properties LLC

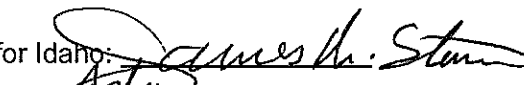

Signature: 
Printed Name: Dennis Baird
Title: President and Owner
Date: 11/27/2017

State of Idaho, county of, ss.

On this 27th day of November, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared Dennis Baird, known or identified to me to be the President and Owner of B Five Properties LLC that executed this Environmental Covenant, and acknowledged to me that B Five Properties LLC executed the same.

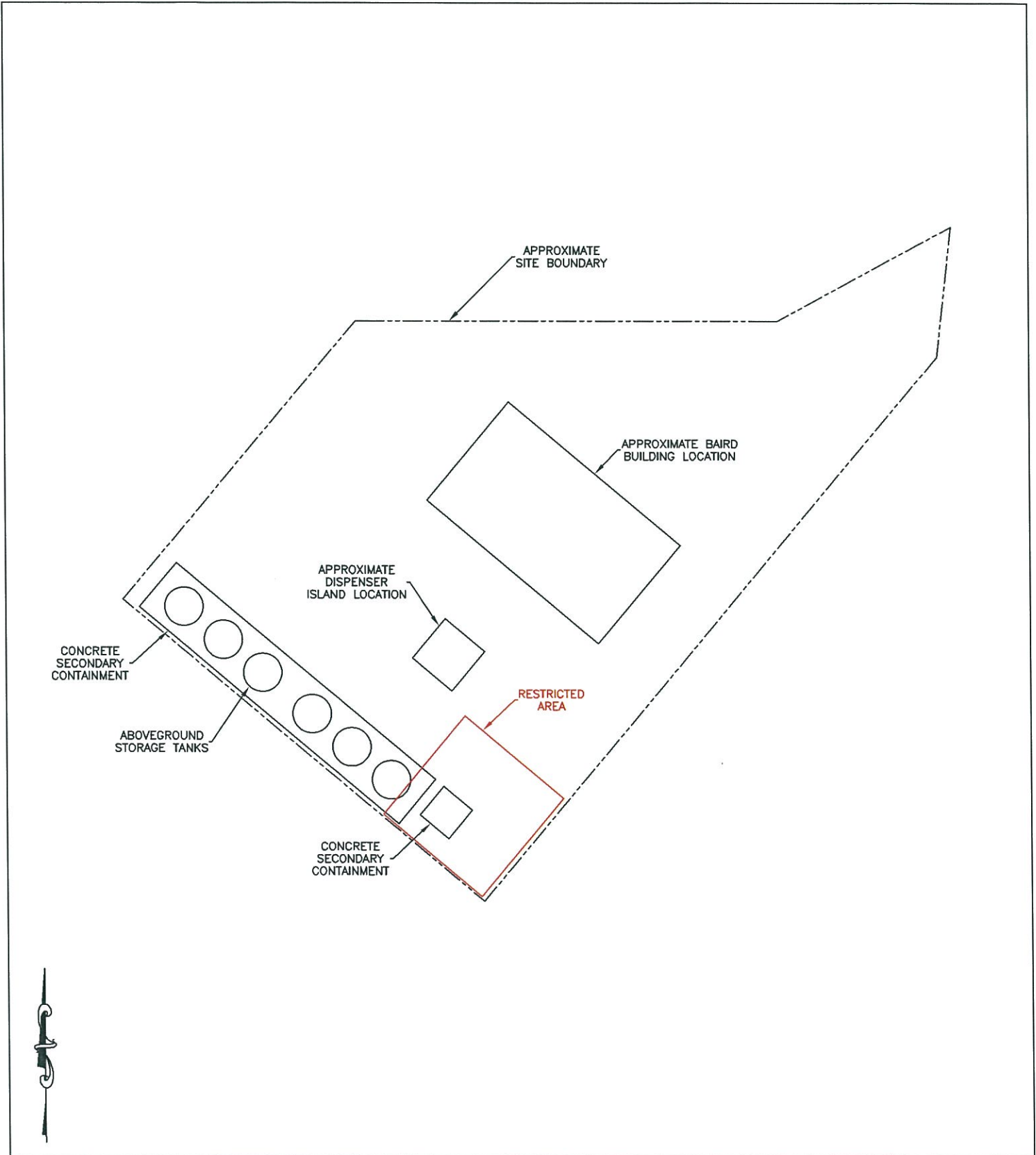
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho: 
Residing at: 
Commission Expires: 8-8-17

SCHEDULES
Schedule A – Restricted Area Map
Schedule B –Deed

SCHEDULE A



LEGEND



SCALE: 1" = 50'



254 SOUTH COLE ROAD, BUILDING 7
 BOISE, IDAHO 83709 USA
 PHONE: (208) 214-3888

Schedule A

Restricted Area Map
 (Environmental Covenant)

Baird Oil Company
 311 North Curtis Road
 Boise, Idaho 83706

SCHEDULE B

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/05/08 12:01 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Bart Harwood

AMOUNT 9.00 3

108025693

QUITCLAIM DEED

FOR VALUE RECEIVED, CLAUDE A. BAIRD AND GERALDINE T. BAIRD, husband and wife, ("Grantors") hereby quitclaim, transfer and convey to B FIVE PROPERTIES LLC ("Grantee") an Idaho limited liability company, whose current address is P.O. Box 1658, Boise, ID 83701, all of Grantor's right, title and interest in and to the real property situate in Ada County, Idaho, described below, subject to all easements, liens, and restrictions of record, and subject further to all encumbrances of record which the Grantee hereby assumes and agrees to perform according to terms:

PARCEL ONE:

The premises commonly known as 311 N. Curtis Road, Boise, County of Ada, State of Idaho, and more particularly described as follows:

A parcel of land situated in the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 7, Township 3 North, Range 2 East of the Boise Meridian in Ada County, Idaho, and being more particularly described as follows:

Beginning at the section corner common to Sections 7, 8, 17 and 18, Township 3 North, Range 2 East, B.M.; thence North 0°02' East along the section line 1332.10 feet to the South 1/16 corner between Sections 7 and 8; thence North 88°35' West, 25 feet; thence South 0°02' West along the West line of Curtis Road, 232.70 feet more or less to the point of intersection of the Northerly right-of-way line of the Union Pacific Railway with the West right-of-way line of Curtis Road, said point being a T-bar and the real point of beginning; thence North 0°02' East along the West right-of-way line of Curtis Road for a distance of 47.10 feet to a steel pin; thence South 59°20'19" West for a distance of 110.26 feet to a steel pin; thence North 88°33'58" West for a distance of 134.94 feet to a steel pin; thence South 41°35' West for a distance of 174.68 feet to a steel pin; thence South 48°25' East for a distance of 168.00 feet to a steel pin located on the Northerly right-of-way line of the Union Pacific Railway; thence North 41°35' East along said Northerly right-of-way line for a distance of 100.97 feet to a T-bar; thence continuing North 41°35' East along said Northerly right-of-way line for a distance of 230.48 feet (formerly 230.50 feet) to the point of beginning.

PARCEL TWO:

The premises commonly known as 234 W. Franklin Rd., Meridian, Ada County, State of Idaho, Tax Parcel R8342000205 and more particularly described as:

Lots 3 and 4, Taylor Subdivision, according to the official plat thereof, filed in Book 11 of Plats at Page 637, records of Ada County, Idaho.

ADA COUNTY RECORDING
200 W. Front Street
Room 1207
Boise ID 83702

Receipt #: 256276
Station: 14

Receipt Date: 01/04/2018 10:23 AM
Cashier: DAN RYALLS

Receipt Name: B FIVE PROP

3181.36
Recording Fee
Hundert
Baird Oil EC

Comments:

RECORDING

Document #	Recording Date	Doc Type	Doc Fee	Add A/R	Other	Total
2018-001102	01/04/2018 10:22:54 AM	REC-505: AGREEMENTS GENERAL	40.00			\$40.00
Totals:			\$40.00	\$0.00	\$0.00	\$40.00

Thank You

Receipt Total \$40.00
CASH \$40.00