

Recording Requested By and  
When Recorded Return to:

Charley Jones  
3184 Elder St.  
Boise, Idaho 83705

**Instrument # 398422**  
VALLEY COUNTY, CASCADE, IDAHO  
06-31-2016 16:24:47 No. of Pages: 13  
Recorded for: FIRST AMERICAN TITLE AND ESCROW C  
DOUGLAS A. MILLER Fee: \$46.00  
Ex-Officio Recorder Deputy: TP  
Electronically Recorded by Simplifile

**ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.**

*WILD-MLL*

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. ("CJSD Holdings" or "Owner"), 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. 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.

Property. This Environmental Covenant concerns real property referred to as parcel RPD00000152401. The parcel address is 119 West Roseberry Road, Donnelly, County of Valley, State of Idaho, and is described as a parcel of land in the NE1/4 of the NW1/4 section 15, Township 16 North, Range 3 East, (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The Activity and Use Limitations described in this Environmental Covenant apply to a portion of the Property which is referred to as the Restricted Area. A map identifying the Restricted Area is in attached Schedule 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 is an operating retail gas station and convenience store, known as Stinker Station #78, which became contaminated with a petroleum release discovered during an UST decommissioning in September 1992. Source removal was performed in the former UST basin and ground water has been pumped and removed from the impacted area. This Environmental Covenant is required because a final

assessment conducted by URS, Inc. for the Department in 2014 identified residual concentrations of benzene, toluene, ethylbenzene, total xylenes, and naphthalene in ground water and soil vapor underlying the Property which are above risk-based concentrations determined by the Department to be suitable for unrestricted use. 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 Stinker Station #78 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, CJSD Holdings and any successors in interest, are hereby restricted from using the Restricted Area, 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 (see schedule B).
2. The Restricted Area 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 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. 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. 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:

Contaminated groundwater and soil vapor are at concentrations the Department deems in writing to be adequate 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 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[s], 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.

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 Owner 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  
P.O. 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.

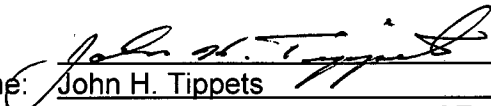
Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and 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.

Signature and Acknowledgments  
Accepted:

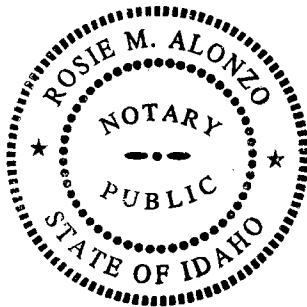
Idaho Department of Environmental Quality

Signature:   
Printed Name: John H. Tippetts  
Title: Director, Idaho Department of Environmental Quality  
Date: May 4, 2016

State of Idaho            )  
  ) ss.  
County of Ada            )

On this 4 day of May, 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: Rosie M. Alonzo  
Residing at: Nampa, ID  
Commission Expires: 11/21/2020

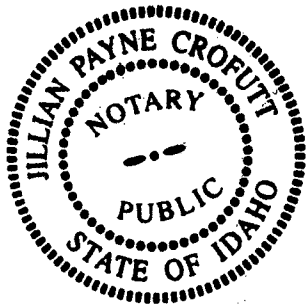
Signature and Acknowledgments  
Accepted:

Property Owner: C.JSD Holdings, Inc.  
Signature: [Handwritten Signature]  
Printed Name: Charley Jones  
Title: PRESIDENT  
Date: 4-29-16

State of Idaho            )  
  ) ss.  
County of Ada            )

On this 29th day of April, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared Charley Jones, known or identified to me to be the President of C.JSD Holdings, Inc. that executed this Environmental Covenant, and acknowledged to me that C.JSD Holdings, 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: Jillian Payne Crofutt  
Residing at: Canyon County  
Commission Expires: 11/09/2021

Schedule A    Legal Description and Deed  
of Property

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271010

Instrument # 336714

VALLEY COUNTY, CASCADE, IDAHO  
11-19-2008 03:59:49 No. of Pages: 3  
Recorded for: FIRST AMERICAN TITLE  
ARCHE N. BANBURY Fee: 3.00  
Ex-Officio Recorder Deputy *Archie N. Banbury*  
Index to: DEEDS

### 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 Valley, 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 Mountain Title & Escrow Company, Inc., as trustee, and John B. Pyle and Barbara G. Pyle, Co-Trustees of the Pyle Family Trust, as beneficiary, dated March 5, 1999 and recorded on March 5, 1999 as Instrument No. 238786, official records of Valley 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. 266999, official records of Valley 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 Sinclair Oil Corporation, as beneficiary, dated February 1, 2006 and recorded on February 6, 2006 as Instrument No. 305646, official records of Valley County, Idaho, together with all addendums and modifications thereto; and (d) other matters of record. This grant is effective as of May 31, 2007.

DATED this 14<sup>TH</sup> day of OCTOBER, 2008.

GRANTOR:

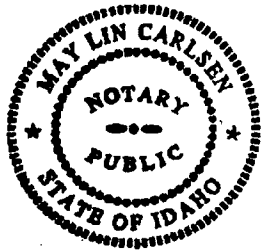
Fearless Farris Service Stations, Inc.,  
a dissolved Idaho corporation

By Charley D. Jones  
Charley D. Jones, President

STATE OF IDAHO )  
                              : ss.  
County of Ada     )

On this 14<sup>TH</sup> day of OCTOBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Charley D. Jones, the President of Fearless Farris Service Stations, Inc., a dissolved Idaho corporation, known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



May Lin Carlsen  
Notary Public for Idaho  
Residing at Boise, ID  
Commission expires 4-8-2012

**SCHEDULE A**

**A PARCEL OF LAND IN THE NE1/4 OF THE NW1/4 SECTION 15, TOWNSHIP 16 N., RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO:**

**BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE N. 89° 14.8' W., A DISTANCE OF 32.15 FEET MORE OR LESS TO THE INTERSECTION OF THE WESTERLY BOUNDARY OF STATE HIGHWAY 55 AND THE NORTH BOUNDARY LINE OF THE NE1/4 NW1/4 OF SAID SECTION 15, SAME BEING THE REAL POINT OF BEGINNING;**

**THENCE N. 89° 14.8' W., 150.0 FEET; THENCE S. 0° 25.3' E., 264.0 FEET; THENCE S. 89° 14.8' E., 232.44 FEET TO THE WEST BOUNDARY LINE OF STATE HIGHWAY 55; THENCE ON THE WEST BOUNDARY LINE OF STATE HIGHWAY 55, ON A CURVE TO THE RIGHT OF RADIUS 606.0 FEET, DELTA OF 26° 32.3 FEET, 280.69 FEET, TO THE POINT OF BEGINNING.**

**STORE #78 - Schedule A**

# Schedule B Map of Restricted Area

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Parcel  
RPD00000152401  
Restricted Area