Instrument # 251349
IDAHO CITY, BOISE COUNTY, IDAHO
07-08-2016 15:09:47 PM No. of Pages: 13
Recorded for: STEWART TITLE - EMERALD OFFICE
MARY T. PRISCO Fee: $46.00
Ex-Officio Recorder Deputy shirley george
Index to: MISCELLANEOUS
Electronically Recorded by Simplifile

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 JR Office Furniture & Equipment Company 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. JR Office Furniture & Equipment Company is a "holder" as defined in Idaho Code § 55-3002(6). JR Office Furniture & Equipment Company, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 7236 Highway 21 Lowman, County of Boise, State of Idaho, legally described within the property deed as identified in Attachment A (hereafter referred to as "the Property"). The Restricted Area of the property is a 50 foot radius from a point at Latitude 44.08066 and Longitude -115.62021 described in the map as part of Attachment B.

Property Ownership. JR Office Furniture & Equipment Company 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 JR Office Furniture & Equipment Company 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 the Southfork Lodge and fueling facility. During an underground petroleum storage tank removal in 1997 it was discovered that the soil under the tank basin was contaminated with benzene. The contaminated soil was removed that same year and the site closed. In 2016 a limited site assessment was conducted which identified benzene in the ground water that exceeded the standards. This Environmental Covenant is required because of the residual

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concentrations of benzene in ground water underlying the Restricted Area of the Property. These concentrations are above allowable risk-based concentration as determined by the Department therefore future use of the Restricted Area of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the Southfork Lodge file can be found at the DEQ Boise Regional Office 1445 N. Orchard St. Boise, ID 83706

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, JR Office Furniture & Equipment Company, and any successors in interest, are hereby restricted from using the Restricted Area 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.

Breach and Cure of Activity and Use Limitations JR Office Furniture & Equipment Company, 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 JR Office Furniture & Equipment Company 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 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. The JR Office Furniture & Equipment Company, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Restricted Area of the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

> Groundwater contaminated with levels of benzene that 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 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 JR Office Furniture & Equipment Company, 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, JR Office Furniture & Equipment Company, 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 JR Office Furniture & Equipment Company, 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. JR Office Furniture & Equipment Company, 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 JR Office Furniture & Equipment Company or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of JR Office Furniture & Equipment Company, 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 JR Office Furniture & Equipment Company 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 JR Office Furniture & Equipment Company 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:

L. Dianne Junior, President
JR Office Furniture & Equipment Co.
5614 NW 52nd Ave
Gainesville, FL 32653

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 JR Office Furniture & Equipment Company or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of JR Office Furniture & Equipment Company 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. Tippets
Title: Director, Idaho Department of Environmental Quality
Date: _____

State of Idaho)
) ss.
County of Ada)

On this 8 day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippets, 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.

ROSIE M. ALONZO
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public for Idaho: Rosie M. Alonzo
Residing at: Nampa, Idaho
Commission Expires: 11/21/2020

Signature and Acknowledgments

Accepted:

Property Owner JR Office Furniture & Equipment Co.

Signature: L. Dianne Junior
Printed Name: L. Dianne Junior
Title: President
Date: 7/7/16

State of Florida, county of Alachua ss.

On this 7 day of July, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared L. Dianne Junior, known or identified to me to be the President of JR Office Furniture & Equipment Co. that executed this Environmental Covenant, and acknowledged to me that JR Office Furniture & Equipment Co. 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: Lauren Macy
Residing at: 100 NW 43rd St
Commission Expires: 3-1-17

LAUREN MACY
Notary Public - State of Florida
My Comm. Expires Mar 1, 2017
Commission # EE 849373

Attachment A Legal Description and Deed of Property

Instrument # 251285
IDAHO CITY, BOISE COUNTY, IDAHO
06-30-2016 14:07:36 PM No. of Pages: 3
Recorded for: STEWART TITLE - EMERALD OFFICE
MARY T. PRISCO Fee: $16.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

3 pg

stewart title

01096 - 12835 LM

QUITCLAIM DEED

THIS INDENTURE, made this 6th day of May, 2016, between

L. Dianne Junior, an unmarried woman, as **GRANTOR(S) and**

JR Office Furniture & Equipment Co., a Florida Corporation , **GRANTEE(S)**

whose current address is 5614 NW 52nd Ave., Gainesville FL 32653

WITNESS, that said Grantor(s), for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel Number: RP09N07E277193

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

L. Dianne Junior

State of Florida

) ss.

County of Alachua

On this 6 day of May, 2016, before me, the undersigned, a Notary Public, in and for said State, personally appeared L. Dianne Junior, known to me, and or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: Justin Fleming
Notary resides: 35 5010 NW 43 ST - Gainesville FL 32606
My commission expires:

NOTARY PUBLIC
JUSTIN FLEMING
Notary Public, State of Florida
Commission # EE 858190
My comm. expires Dec. 13, 2016

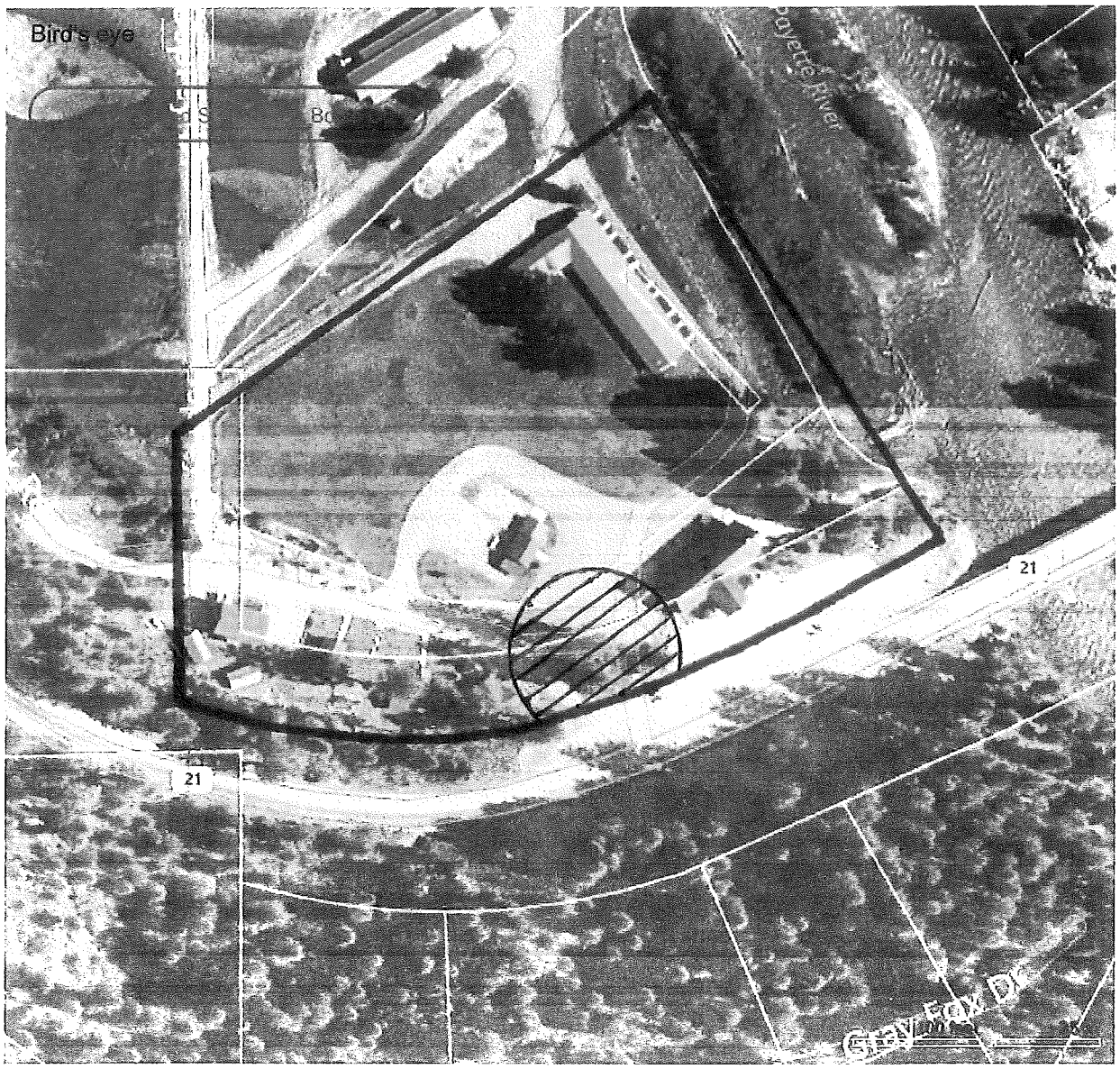
EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 3 of a Record of Survey, recorded October 8, 2008 as Instrument No. 220821, records of Boise County, Idaho more particularly described as follows:

A parcel of real property being a portion of Homestead Entry Survey (H.E.S.) No. 180, lying in the SW 1/4 of Section 27, Township 9 North, Range 7 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

COMMENCING at the Section Corner common to Sections 27, 28, 33 and 34, marked by a brass cap; Thence,
North 00°25'38" West, 1590.02 feet (formerly North 00°02' West 1595.22 feet) along the Section line common to said Sections 27 and 28 to Corner No. 1 of said H.E.S. No. 180, marked by a brass cap; Thence,
North 89°22'10" East, 168.00 feet, marked by an iron pin; Thence,
North 89°41'50" East, 479.21 feet, along the Southerly boundary line of South Fork Lodge River Front Home Sites, a subdivision, as recorded in Instrument No. 63861, records of Boise County, Idaho, marked by an iron pin; Thence continuing along said Southerly boundary line,
South 64°15'40" East, 569.87 feet, marked by an iron pin; Thence,
South 27°07'30" East, 536.14 feet, marked by an iron pin; Thence,
South 57°10'12" East, 237.24 feet, marked by an iron pin; Thence,
South 12°41'42" East, 118.70 feet, marked by an iron pin; Thence,
South 34°13'21" East, 97.19 feet to the POINT OF BEGINNING, said point being witnessed by an iron pin, which bears
South 53°30'38" West, 35.00 feet; THENCE,
South 34°13'21" East, 426.82 feet to the Northerly Right of Way line of State Highway 21 as shown in the plans for Project 25-A1, B1,L of Plan Set 5B24, marked by an iron pin; THENCE, along said Northerly Right of Way line,
South 62°59'54" West, 229.58 feet to the beginning of a tangent curve to the right, marked by an iron pin; THENCE, 413.34 feet along the arc of said curve, having a radius of 502.96, a central angle of 47°05'13" and a long chord which bears, South 86°32'31" West, 401.81 feet to the line between H.E.S. No. 180 Corner Nos. 4 and 5, marked by an iron pin; THENCE, along said line,
North 00°02'32" East, 211.09 feet, marked by an iron pin; THENCE,
North 53°30'38" East, 454.53 feet to the POINT OF BEGINNING.

Attachment B Map of Restricted Area



= Restricted Area

1