

Recording Requested By and
When Recorded Return to:

Instrument # 771624

BINGHAM COUNTY

6-13-2025 02:55:26 PM No. of Pages: 15

Recorded for : JOHN WYATT CROFT

PAMELA W. ECKHARDT

Fee: 52.00

Ex-Officio Recorder Deputy



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

Highway 26 Blackfoot Property, LLC, GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Highway 26 Blackfoot Property, LLC, is the GRANTEE.

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Highway 26 Blackfoot Property, LLC, ("Highway 26 Blackfoot") 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. Highway 26 Blackfoot is a "holder" as defined in Idaho Code § 55-3002(6). Highway 26 Blackfoot, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property currently identified as Bingham AG Blackfoot at 477 West Highway 26, Blackfoot, County of Bingham, State of Idaho, legally described as Parcel RP0338400, Township 2 South, Range 35 East, Section 32, Boise Meridian (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The Restricted Area of the Property is depicted in the professional survey attached as Schedule B.

Property Ownership. Highway 26 Blackfoot 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 Highway 26 Blackfoot has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above is occupied by Bingham Ag Services. Operations at the Property include a convenience store, gas station and miscellaneous agricultural services. A petroleum release was confirmed in October 2023 during the replacement of fuel supply piping located near the west-side fuel dispensers beneath the north dispenser canopy. The release was excavated to depths of 5-10 feet. Soils were sampled

in October 2023 and March 2024 to define the Restricted Area of the Property. This Environmental Covenant is required because residual concentrations of ethylbenzene, xylenes and naphthalene remain in soil underlying the Restricted Area of the Property. These concentrations are above allowable risk-based concentrations 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 Bingham AG Blackfoot, facility identification number 5-060137, administrative records can be found at the DEQ Pocatello Regional Office, 444 Hospital Way, #300, Pocatello, ID 83201.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Highway 26 Blackfoot, 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:

1. No buildings of any kind or nature shall be constructed or located on the Restricted Area of the Property.
2. Excavation of soil exceeding five (5) feet in depth in the Restricted Area of the Property is prohibited, except that soil may be excavated in conjunction with a soil management plan or other activities that are approved by the Department prior to conducting excavation activities. Soils management plan shall be submitted to the Department 30 days prior to excavation in the Restricted Area.

Breach and Cure of Activity and Use Limitations. Highway 26 Blackfoot, 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, Highway 26 Blackfoot, 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 Highway 26 Blackfoot, or any successors in interest, and Department.

Amendment by Consent. This 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 this Environmental Covenant to a new holder is an amendment. The holder waives their right to sign the amendment as provided in Idaho Code § 55-3010(1)(c).

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. Highway 26 Blackfoot, 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 soil and soil vapor are at levels the Department deems in writing to be adequate for the Restricted Area of the Property to be developed for unrestricted use.

Upon a request and demonstration of the record for termination of the Environment Covenant, the Department will take all reasonable steps to locate or identify holders to determine consent to terminate. If the Department finds that the person no longer exists or cannot be located or

identified with the exercise of reasonable diligence, the holder waives their right to sign the termination as provided in Idaho Code § 55-3010.

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 the Environmental Covenant is located. This Environmental Covenant or any amendment or termination shall be recorded by Highway 26 Blackfoot, 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, Highway 26 Blackfoot, 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 this recorded Environmental Covenant, or any amendment or termination, shall be provided by Highway 26 Blackfoot, or by its successors in interest, to the following persons: (a) each person that signed this 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. Highway 26 Blackfoot, or 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 this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Highway 26 Blackfoot, or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure of Highway 26 Blackfoot, or its successors 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 Blackfoot 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 Highway 26 Blackfoot, 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 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 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 address as a party, or its successors to this Environmental Covenant, may designate in a written notice given to the other parties to this Environmental Covenant. 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:

Highway 26 Blackfoot Property, LLC
ATTN: Chief Legal Officer
P.O Box 50620
Idaho Falls, ID 83405

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment and Compliance Bureau Chief
Waste Management and Remediation Division
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 this 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 this 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 Consent Order or other agreement relating to remediation of the Property entered into between the Department and Highway 26 Blackfoot, or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Blackfoot Property, or any other responsible party under such 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:

Highway 26 Blackfoot Property, LLC

Signature: [Signature]

Printed Name: Logan Hall

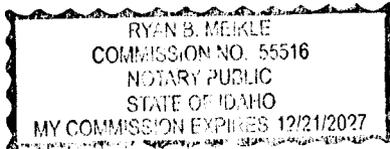
Title: President/Manager

Date: 5/27/2025

State of Idaho, county of Bonneville, ss.

On this 27 day of MAY, in the year 2025, before me, a Notary Public in and for said County and State, personally appeared Logan Hall, identified to me to be the person that executed this Environmental Covenant.

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: [Signature]

Residing at: Bonneville County

Commission Expires: 12/21/27

Schedule A - Legal Description
and Deed of Property

Recording Requested By and
When Recorded Return to:

Maynard, Cooper & Gale, P.C.
Attn: Lee L. Sheppard, Esq.
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203

563714

Instrument # 736575

BINGHAM COUNTY, IDAHO
2021-08-31 04:47:21 PM No. of Pages: 4
Recorded for: ALLIANCE TITLE - POCA TELLO OFF
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy RWixom
Index To: DEED
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

CHS INC., a Minnesota cooperative corporation, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration paid by **HIGHWAY 26 BLACKFOOT PROPERTY, LLC**, an Idaho limited liability company ("Grantee"), whose address is 1568 E 17TH STREET, IDAHO FALLS, ID 83404, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Bingham County, Idaho, as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, together with all appurtenances thereon or in any way relating thereto and all improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Premises").

This conveyance, however, is made and accepted subject to the following exceptions:

- 1) The lien of ad valorem real property taxes not yet due and payable.
- 2) All easements, covenants, conditions, restrictions, and other matters set forth in the County land records.

TO HAVE AND TO HOLD the Premises unto Grantee and Grantee's successors and assigns forever.

Grantor hereby covenants with Grantee that said Premises are free from all encumbrances made by it other than those expressly referenced herein and that it will warrant and defend said Premises against the lawful claims of all persons claiming by or through Grantor, but no others.

EXECUTED this 25 day of AUGUST, 2021.

[Signature page follows.]

GRANTOR:

CHS INC.

By: *Richard Dusek*
Name: Richard Dusek
Title: Executive Vice President

By: *Nanci L. Lilja*
Name: Nanci L. Lilja
Title: Assistant Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

On this 25 day of AUGUST, 2021, before me, a Notary Public in and for said State, personally appeared Richard Dusek and Nanci L. Lilja, known or identified to me to be the persons whose names are subscribed to the within Instrument as the Executive Vice President and Assistant Secretary, respectively, of CHS INC., a Minnesota cooperative corporation, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same on behalf of the corporation.



Martha Jane Magnuson
Notary Public of Minnesota
Residing at: ROSEMOUNT MN
Commission Expires: 01/31/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I:

Part of the Northwest Quarter Northwest Quarter of Section 32, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho described as:

BEGINNING at a point that is North 89°53'41" East 536.66 feet along the Section line to the Southwesterly right-of-way of State Highway 26 and South 54°41'35" East 406.77 feet along said Southwesterly right-of-way to the TRUE POINT OF BEGINNING from the Northwest corner of said Section 32 and running; Thence South 54°41'35" East 124.48 feet along said Southwesterly right-of-way to the Northwest corner of Deed Instrument No. 157006; Thence South 00°25'18" West 202.22 feet to the Southwest corner of said Deed Instrument No. 157006; Thence North 89°59'49" West 2.16 feet to the Northeast corner of Deed Instrument No. 159641; Thence South 00°25'55" West 377.90 feet to the Southeast corner of said Deed Instrument No. 159641; Thence North 89°59'49" West 571.92 feet to the Southwest corner of said Deed Instrument No. 159641; Thence North 00°57'14" West 149.26 feet; Thence North 89°53'41" East 475.56 feet; Thence North 00°25'55" East 501.902 feet to the POINT OF BEGINNING.

Parcel II:

A portion of the West Half Northwest Quarter of Section 32, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

BEGINNING at a point which is South 0°57'45" East 25.00 feet and North 89°53'15" East 357.0 feet from the Northwest corner of said Section 32, and running; Thence North 89°53'15" East parallel to the North line of said Section 32, 20.0 feet; Thence South 00°57'45" East along a fence 484.0 feet; Thence along a fence North 89°59'45" East to the Southwest right of way line of the State Highway 868.15 feet; Thence South 54°41'35" East along said Southwest Highway

Right of Way line 89.2 feet; Thence South $00^{\circ}25'29''$ West along a fence 1353.34 feet to the Oregon Shortline Railroad Co. Right of Way line; Thence North $73^{\circ}52'15''$ West along said Railroad Company Right of Way line 1343.46 feet; Thence along a fence North $00^{\circ}57'45''$ West 1030.47 feet; Thence North $89^{\circ}53'15''$ East 357.0 feet; Thence North $00^{\circ}57'45''$ West 484.0 feet to the POINT OF BEGINNING.

Also, a portion of the Northwest Quarter Northwest Quarter of Section 32:

COMMENCING at the Northwest corner of said Section 32; Thence North $89^{\circ}53'15''$ East along the North line of said Section, 377 feet; Thence South $0^{\circ}57'45''$ East 509 feet; Thence North $89^{\circ}59'45''$ East 868.15 feet to the Southwest State Highway Right of Way line which point is the TRUE POINT OF BEGINNING; Thence North $54^{\circ}41'35''$ West 349.9 feet; Thence South $0^{\circ}25'29''$ West 202.3 feet; Thence North $89^{\circ}59'45''$ East 287.03 feet to the REAL POINT OF BEGINNING.

Excepting therefrom:

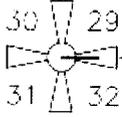
BEGINNING at a point which is South $0^{\circ}57'45''$ East 509.0 feet and North $89^{\circ}53'15''$ East 377.0 feet from the Northwest corner of said Section 32, and running along a fence North $89^{\circ}59'45''$ East 581.06 feet; Thence South $0^{\circ}25'29''$ West 377.90 feet; Thence South $89^{\circ}59'45''$ West 571.92 feet; Thence North $0^{\circ}57'45''$ West 377.94 feet to the POINT OF BEGINNING.

Also excepting:

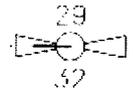
BEGINNING at a point that is South $0^{\circ}28'37''$ East along the North-South Quarter Section line 1506.18 feet and North $54^{\circ}41'35''$ West 1627.16 feet from the North Quarter Section corner of said Section 32, said POINT OF BEGINNING on the South line of U.S. Highway No. 26 and 1320 feet West from said North-South quarter section line; Thence South $0^{\circ}28'37''$ East 1356.20 feet to the North line of the Union Pacific Railroad right of way; Thence North $73^{\circ}52'15''$ West 26.10 feet to a fence line established as the property line; Thence North $0^{\circ}08'53''$ West 1361.16 feet to the South Right of way line of U.S. Highway No. 26; Thence South $54^{\circ}41'35''$ East 21.20 feet to the POINT OF BEGINNING.

Schedule B – Map of Restricted
Area

BRAD HALL COMPANIES-FUEL SPILL LIMITS



Found Aluminum Cap
per C.P.&T. #716262



Found Aluminum Cap
per C.P.&T. #731314



LEGEND

- Section Line
- Section Tie
- Right-of-Way Line
- Fuel Canopy
- Fuel Pumps
- Fuel Spill Limits
- Overhead Power Line
- Bore Hole
- Power Pole
- Existing Concrete
- Existing Asphalt



Existing Building

Edge of Pavement
Concrete Wall

±449.92 Sq. Feet
±0.01 Acres

N 00°01'37" W
12.22'

S 57°09'57" E
10.08'

S 22°07'29" E
22.34'

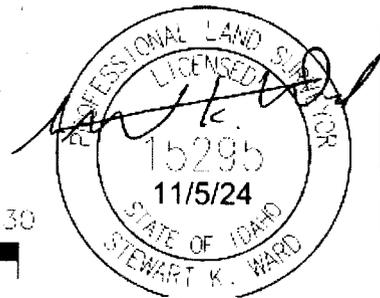
S 75°35'32" W
33.91'

S 03°19'11" W
381.44'

S 59°40'19" E 2645.99'

1065.52'

1580.47'



DIOPTRA

4880 Clover Del Rd.
Chubbuck, ID 83202
Ph. 208-237-7373
www.dioptrageomatics.com

Bingham Country - Fuel Spill

Client: Brad Hall Companies Project: 24103

Date: 10-7-24 Drawn By: S-W Scale: 1"=15'



**Brad Hall Companies
Bingham County Fuel Spill Limits**

Part of Section 32, Township 2 South, Range 35 East Boise Meridian, Bingham County, Idaho, more particularly described as;

Commencing at the Northwest corner of Section 32, Township 2 South, Range 35 East and running thence S 89°40'49" E 1065.52 feet along the north line of said Section 32, thence S 00°19'11" W 381.44 feet to a bore hole, being the **True Point of Beginning**;

Thence S 75°35'32" W 33.01 feet to a bore hole,

Thence S 32°07'29" E 22.34 feet to a bore hole,

Thence S 57°09'57" E 10.08 feet to a bore hole,

Thence N 00°01'37" W 12.22 feet, to a bore hole,

Thence N 29°43'07" E 23.47 feet to the **Point of Beginning**.

Parcel contains ±450.0 Sq. Ft. or ±0.01 acres

November 5, 2024

Z:\projects\2024 Projects\24103-Bingham Co-Op Survey\Legals\Fuel Spill Limits.docx

