

Recording Requested By and
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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

Tesoro Logistics Operations LLC (Tesoro), GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Tesoro is the GRANTEE.

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

Property. This Environmental Covenant concerns a portion of real property at 201 North Phillippi Street County of Ada, State of Idaho, legally described as S8 T3N R2E PAR #3921 OF LOTS 1-4 BLK 12 SCOTTS 3RD SUB #3920-B (hereafter referred to as "the Property"). The Property is legally described in the attached Exhibit A. The Property and Restricted Area are depicted in the map attached as Exhibit B.

Property Ownership. Tesoro 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 Tesoro has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above currently operates as a bulk fuel terminal. On January 9, 2024, an accidental surface release of gasoline occurred at the site that impacted soil. Petroleum compounds were discovered in soil exceeding risk-based screening levels. This Environmental Covenant is required because the subsequent site characterization and risk evaluation identified residual concentrations of benzene and xylenes in soil near the VRU (Restricted Area as depicted in Exhibit B). Results of the risk evaluation indicate that there are exceedances of target Risk, and no exceedances for Hazard Index, for potential future residential or non-residential receptors and no unacceptable risks to current or

future construction workers. Therefore, future use of the Restricted Area as depicted in Exhibit B of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the TESORO LOGISTICS BOISE TERMINAL FILE, Electronic Data Management System number 2011BAZ1180 can be found at the Idaho Department of Environmental Quality Boise Office located at 1445 N. Orchard Street, Boise ID 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Tesoro, 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. The Restricted Area of the Property, as shown in Exhibit B, may be used for commercial and industrial uses only. The Restricted Area 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.
2. There shall be no extraction of ground water 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.
3. Excavation or any other disturbances of soil in the Restricted Area of the Property are 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. Tesoro, 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, Tesoro, 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 Tesoro, 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. Tesoro, 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 ground water 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 Tesoro, 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, Tesoro, 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 Tesoro 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. Tesoro, 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 Tesoro, or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure

of Tesoro, 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 Tesoro 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 Tesoro, 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 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 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: Tesoro Logistics Operations LLC
 ATTN: MPLX Environmental for Boise Terminal
 825 N 300 W, NE-200
 Salt Lake City, UT 84103

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

EXHIBIT "A"

DESCRIPTION – PROPOSED V.R.U. SITE

TESORO LOGISTICS OPERATIONS LLC
 V.R.U. SITE

ADA COUNTY

A PORTION OF PARCEL 1 DESCRIBED IN SPECIAL WARRANTY DEED TO THE TESORO LOGISTICS OPERATIONS LLC, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER AT DOCUMENT NO. 113071831, SAID PARCEL LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, COUNTY OF ADA, STATE OF IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, BEING A FOUND 3.25 INCH BRASS CAP, MARKED A.C.H.D. SURVEY MARKER PLS 5291, THENCE NORTH 40°17'35" EAST, OVER AND ACROSS SOUTHWEST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 1197.73 FEET TO A SET NAIL WITH WHISKERS BEING THE SOUTHWEST CORNER OF THE HEREIN-DESCRIBED SITE AND **THE POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL 1 AND THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 00°44'32" EAST A DISTANCE OF 52.27 FEET TO A SET NAIL WITH WHISKERS;
2. NORTH 89°59'38" EAST A DISTANCE OF 55.85 FEET TO A SET NAIL WITH WHISKERS;
3. SOUTH 00°42'36" EAST A DISTANCE OF 53.04 FEET TO A SET NAIL WITH WHISKERS;
4. NORTH 89°14'11" WEST A DISTANCE OF 57.19 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 0.068 ACRES (2,976 SQUARE FEET) OF LAND, MORE OR LESS.



TYLER G. TRUJILLO
 PROFESSIONAL LAND SURVEYOR
 NO. L-13159, STATE OF IDAHO

FOR AND ON BEHALF OF
 SURVEYING AND MAPPING, LLC

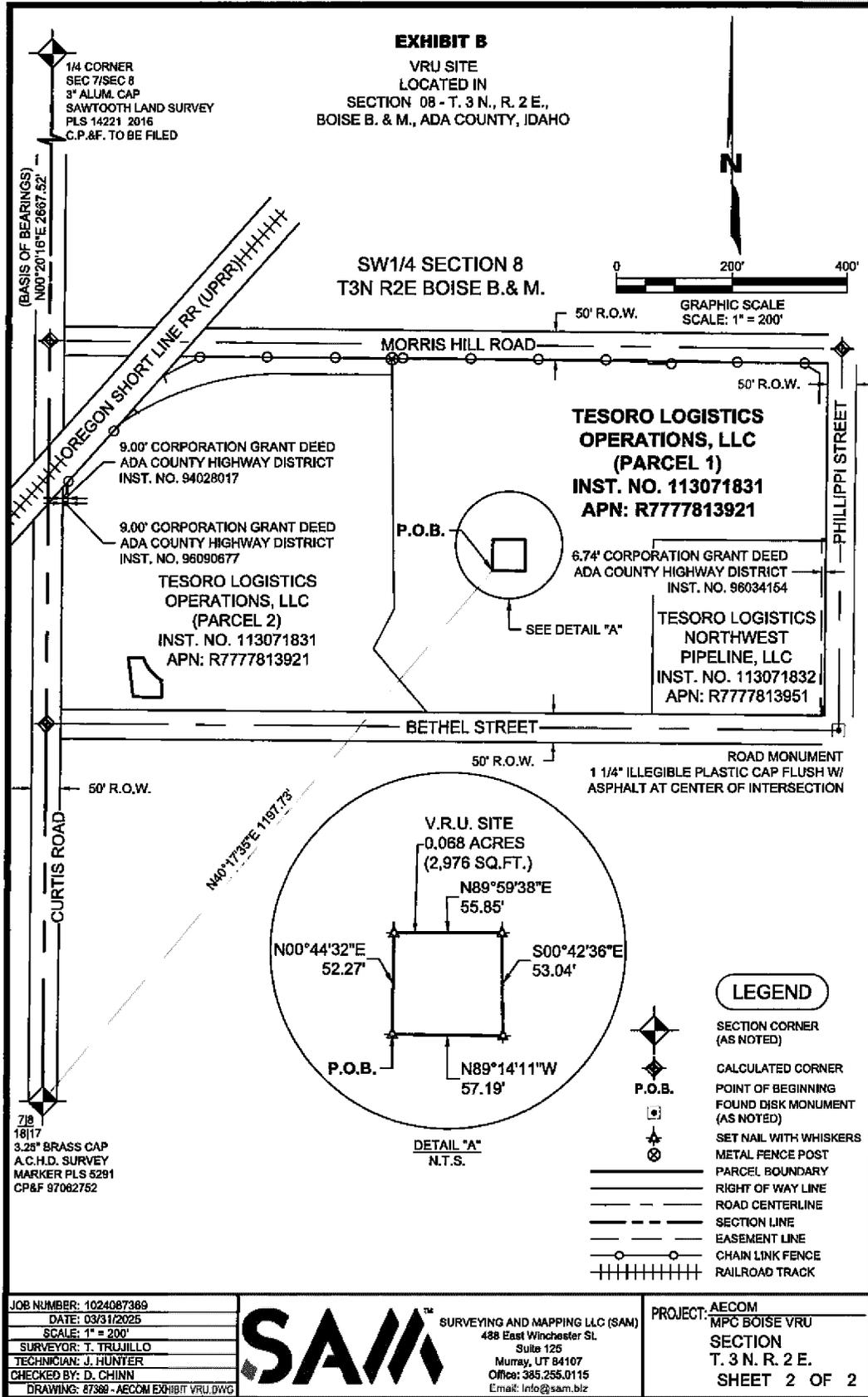


NOTES:

1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THE INTENT OF THIS DESCRIPTION IS TO DEFINE A PROPOSED SITE LOCATION FOR THE PURPOSE OF LANDOWNER NEGOTIATION, THE PREPARATION OF A TITLE COMMITMENT AND THE BASIS OF AN EVENTUAL SURVEY. THIS IS NOT INTENDED TO BE A BOUNDARY SURVEY.
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE SURVEYING AND MAPPING HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
4. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "IDAHO COORDINATE SYSTEM, NAD83, WEST ZONE, US SURVEY FOOT AND IS REFERENCED TO THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8, BASED ON THE SOUTHWEST CORNER OF SAID SECTION 8, BEING A FOUND 3.25 INCH BRASS MARKED "A.C.H.D. SURVEY MARKER PLS 5291" ON THE SOUTH AND THE WEST ONE-QUARTER CORNER OF SAID SECTION 8, BEING A FOUND 3 INCH ALUMINUM CAP MARKED "SAWTOOTH LAND SURVEY PLS 14221 2016" ON THE NORTH WHICH BEARS NORTH 00°20'16" EAST.

PROJ. NO. 1024087369
 PREPARED BY: D. CHINN
 DATE PREPARED: 04/21/2025
 FOR AND ON BEHALF OF SURVEYING AND MAPPING, LLC
 488 EAST WINCHESTER ST., SUITE 125
 MURRAY UT, 84107 – 385.255.0115
 87369 - AECOM VRU_Desc.docx
 PRINTED 5/22/2025 8:09:00 AM Doug Chinn

REVISIONS			
NO.	DATE	BY	DESCRIPTION



Tesoro Logistics Operations LLC

201 North Phillip Street
Boise, ID 83706

SOIL MANAGEMENT PLAN

Introduction

This document presents a Soil Management Plan (SMP) to fulfill the Idaho Department of Environmental Quality (DEQ) requirement for a portion of the property located at 201 North Phillippi Street in Boise, Idaho. The purpose of the SMP is to have an established plan in-place so that if petroleum contaminated soil (PCS) is encountered during excavation activities, personnel associated with the project can manage it accordingly.

The Boise Terminal is an active bulk fuel terminal facility (the Site) owned by Tesoro Logistics Operations LLC and operated by Marathon Pipe Line LLC (MPL). On January 9, 2024, an accidental surface release of gasoline occurred at the site that impacted soil. Visually impacted soils in the release site were excavated where possible to a maximum depth of 3 feet due to the proximity of the heel of the concrete pad supporting the vapor recovery unit and associated piping located at the release source, and other utilities. The base and sidewalls of the excavated area were field screened with a photoionization detector (PID) and a proposed soil sampling and soil boring plan was agreed upon verbally between DEQ and MPL and was conducted in January 2024. Fate and Transport calculations conducted by AECOM concluded potentially unacceptable risks to future residential or non-residential receptors, but not to construction workers. Since the site is an active petroleum terminal, residential and non-residential receptors will not be exposed to site contaminants. Onsite work at the terminal can be considered consistent with a construction worker scenario. In addition, fate and transport modeling indicates that the concentrations expected to get to groundwater are negligible. As such, without additional remediation, the Site is not eligible for unrestricted use regulatory closure. However, the Site is suitable for restricted use closure through implementation of activity and use limitations as part of an Environmental Covenant (EC) to sever open exposure pathways.

The EC includes provisions to help prevent risk to potential receptors, such as limiting certain land uses in the Restricted Area and implementing an SMP for on-site workers near the former release site. Exhibit A includes the Site diagram and the outline of the Restricted Area. A report from a licensed surveyor that lists the coordinates of the four corners of the Restricted area is also included in Exhibit A.

This SMP includes basic procedures that MPL personnel or contractors must follow to identify, manage, stockpile, sample, and properly dispose of PCS if encountered. This SMP includes Health and Safety considerations and Best Management Practices (BMPs) that can be utilized based on project specific requirements. This document will be included as an appendix of the Environmental Covenant.

Worker Safety

Personnel assigned to the Site receive HAZWOPER training and are familiar with working around petroleum materials. Most of the affected soil associated with the release was removed from the site. However, if PCS is encountered in the Restricted Area, precautions are to be taken by on-site workers, as described herein. If excavation is anticipated to be performed in affected soil, preparations are to be made before subsurface work or digging in the restricted area occurs including appropriate one-call notifications, to protect worker health and prevent downtime of onsite activities. In that case, a Pre-job safety meeting will be conducted, and a site-specific Safe Work Permit will be prepared and reviewed before work begins to inform the site workers of the potential hazards associated with the PCS and other associated potential hazards. The Permit will include the following items at a minimum:

- A description of the work to be performed
- The potential chemical and physical hazards
- Locating and avoiding subsurface infrastructure
- Information on the effects and potential routes of exposure to PCS
- Worker training requirements (i.e., HAZWOPER, first aid)
- Emergency contact information (MPL and contractor personnel and emergency medical services)
- Procedures to follow in the event of an emergency or unplanned event. Procedures will include spill response measures, contacting emergency responders, and emergency site evacuation.
- Monitoring to assess potential exposure to volatile petroleum compounds, and
- Personal protective equipment

MPL may add additional requirements, at its discretion, including permits and monitoring, depending on the type of work being conducted.

The physical setting of the Restricted Area should also be considered during the planning stage. The Restricted Area is in a level surface area around the perimeter of the Vapor Recovery Unit and associated piping. Petroleum vapors are heavier than air and will tend to accumulate near the ground surface or accumulate in excavations or trenches. The presence of a containment berm along the southern edge of the restricted area may tend to slow the dispersion of petroleum vapors from that portion of the work area. The property is fenced with electronic security gates to prevent unauthorized access to the site. Therefore, arrangements should be made to provide access for first responders with access to the site in the event of an emergency.

PCS Identification

PCS is typically identified by the presence of a petroleum odor, free product, staining, or a combination of all. A PID or equivalent may be used in the field to screen for the presence of volatile organic compounds at the site. Free product would include residual gasoline, distillate or jet fuel in the soil that has not drained. The appearance of soil staining may or may not represent petroleum products at the site because of the potential for natural staining and degradation of organic material. Staining associated with old petroleum contamination may appear greenish but can also be brown or black. If there is still a question about whether PCS is encountered after field screening, a soil sample can be collected for laboratory analysis.

Management of PCS

If unanticipated PCS is encountered while work is occurring in the Restricted Area, work is to cease, and prompt notification made to the Area Manager or his specified designee. The Area Manager may then contact MPL environmental, remediation and safety personnel for support with follow-up actions.

Such follow-up is required to evaluate worker safety as a primary consideration. Other factors to consider before allowing the work to continue include:

- If PCS will need to be removed from the subsurface, the procedures to stockpile, characterize, and treat or dispose of the soil described below will need to be followed.

- The adequacy of monitoring equipment to survey the atmosphere in the work area.
- If the workers are sufficiently trained to recognize the hazards
- An evaluation of the adequacy of the current level of personal protective equipment
- Other items that are deemed significant depending on the work being done.

Excavation, Stockpiling and Disposal Logistics

The following elements will be considered when the excavation of PCS is to be performed, and used to develop a plan for proceeding with work within the Restricted Area.

- Excavation or management of PCS is to be performed by personnel with appropriate training.
- Select location to stockpile PCS that considers how excavated soil will be managed to:
 - Avoid critical infrastructure (i.e., distribution lines)
 - Avoid monitoring wells
 - Avoid low lying areas where water may collect.
 - Protect surface water (i.e., storm drains), and
 - Provide safe access in and out of the area
- Evaluate path from excavation area to stockpiling location, including:
 - Are the surfaces paved or dirt?
 - Are the driving surfaces appropriate for the equipment being used?
 - What are the current and forecasted weather conditions?
 - Is dust control necessary?
 - Is there potential to track soil or mud out of the area on the wheels of the equipment? Onto main roadways? Is a cleaning area needed before the equipment exits the main gate?
- PCS soils generated by excavation are to be properly managed on-site by performing the following:
 - Place PCS on plastic tarps, vis queen or equivalent
 - Construct a sufficiently high berm around the stockpiled soil to prevent stormwater run-on/run-off, and
 - Cover stockpiles in the event of a precipitation event or high winds
- Determine permitted disposal facility options for PCS, which may include:
 - PCS treatment facility
 - Disposal facility, and/or
 - Landfill
- Determine characterization requirement for the disposal facility selected, which may include analysis of:
 - Total petroleum hydrocarbons (TPH)
 - Volatile or semi-volatile organic components (VOC, SVOC)
 - Flammability/ignitability
 - RCRA metals and/or
 - Moisture content
- Determine laboratory to conduct analysis of PCS and turnaround time required for the analysis.

- Determine the number of samples required per volume of soil and method (i.e., grab versus composite)
- Determine type and quantity of clean soil that will be required to backfill the excavation. PCS may not be used for backfilling.
- Nuisance dust and odors may need to be controlled, which may include:
 - Reviewing the weather before activities commence.
 - Evaluating the wind direction on potential receptors.
 - Using water for dust control when conditions are dry.
 - Scheduling work to minimize impacts.
 - Working in sections.
 - Monitoring vapors with a photoionization detector or equivalent to evaluate when odors may be a problem.
 - Placing PCS in trucks or covered piles as quickly as possible, and/or
 - Chemical treatment to seal the odor in the soil piles.

Regulatory Notifications

The Idaho Department of Environmental Quality is to be notified if PCS is encountered associated with the release, and a decision is made to excavate the soil. This notification will be made by authorized MPL personnel, and will be made by telephone to Derek Young, the DEQ Voluntary Cleanup Program Manager at 208-373-0525. Mr. Young's contact information is:

Derek Young
Idaho DEQ Voluntary cleanup Program Manager
1410 North Hilton, Boise, ID 83706
derek.young@deq.idaho.gov