

Recording Requested By and
When Recorded Return to:

Instrument # 737788

BINGHAM COUNTY

10-1-2021 04:36:26 PM No. of Pages: 11

Recorded for : 1898 CRAIG TAYLOR LAW OFFICES

PAMELA W. ECKHARDT

Fee: 40.00

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 S 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the **GRANTOR**, Valley Wide Cooperative, Inc., ("Valley Wide"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Valley Wide, as the current property owner, grants this Environmental Covenant to all signatories to this instrument. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Valley Wide is also a "holder" as defined in Idaho Code § 55-3002(6). For recording indexing purposes the holder, Valley Wide, is the GRANTEE as provided in Idaho Code §55-3008.

Property. This Environmental Covenant concerns real property located at 270 N Main Street, Aberdeen, Idaho, in Bingham County, identified as Parcel Number RP3022400 and legally described in the deed attached hereto and marked as Attachment A (hereafter referred to as "the Property").

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

Reason for Activity and Use Limitations. The Property described above consists of a convenience store, fuel island, and bulk fuel aboveground storage tank (AST) facility. In March of 2000, a Petroleum Storage Tank Fund Pre-Claim Insurance investigation was conducted at the Property. Results of the investigation confirmed a petroleum release had occurred from the AST facility. During 2002, an additional 300-400 gallons of diesel fuel was spilled at the loading rack located on the south side of the convenience store. In January 2003, then Property owner, Corbridge Oil Company, Inc., entered into a Consent Order with the Department to address the petroleum release. Assessment and remediation activities were conducted throughout the years to present addressing the release. However, ground water sampling conducted in 2020

confirmed residual petroleum constituents remain in the ground water underlying the Property. This Environmental Covenant is required because concentrations of the petroleum constituents benzene and ethylbenzene in ground water underlying the Property are above allowable risk-based concentrations as determined by the Department. 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 administrative record (Corbridge Oil Company, Electronic Data Management System Number 2014BAZ53) can be found at the Department's Pocatello Regional Office, 444 Hospital Way Ste. 300, Pocatello, ID 83201.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Valley Wide, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

There shall be no extraction of ground water under 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.

Breach and Cure of Activity and Use Limitations. Valley Wide, 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, Valley Wide 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 Valley Wide or any successors in interest, and the 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. Valley Wide, 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 is at levels 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 this Environmental Covenant shall be recorded in the County Recorder's Office of the county in which the Property subject to this Environmental Covenant is located. The owner of the Property shall record this Environmental Covenant, and any amendment or termination thereof, within ten (10) days following receipt of the Department's signature hereon. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, the owner of the Property 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 thereof, 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 the owner of the Property 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 this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Valley Wide, 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 to the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the owner of the Property and any other person using the Property. Failure of the owner or any other user of the Property 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 or user of the 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 the owner or user of the Property 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 Valley Wide 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.

VALLEY WIDE:

ATTN: Ben Faulk
Valley Wide Cooperative, Inc.
2114 North 20th Street
Nampa, ID 93687

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment & Compliance Unit Manager
1410 N. Hilton
Boise, ID 8370

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 consent order or other agreement relating to remediation of the Property entered into between the Department and Valley Wide or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Valley Wide 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:

Idaho Department of Environmental Quality

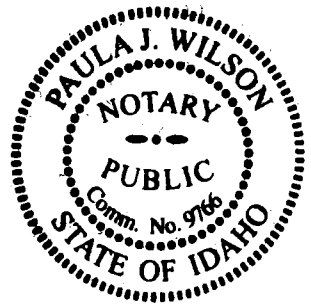
Signature: *Jess Byrne*
Printed Name Jess Byrne
Title: Director, Idaho Department of Environmental Quality
Date: 4/27/2021

State of Idaho)
County of Ada) ss.

On this 27th day of April in the year 2021, before me, a Notary Public in and for said County and State, personally appeared Jess Byrne, 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.

Notary Public for Idaho: *P. Wilson*
Residing at: Boise ID
Commission Expires: 9/23/23



Signature and Acknowledgments

Accepted:

Property Owner

Signature: David J. Holton

Printed Name: David J Holton

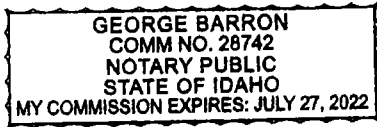
Title: CEO

Date: 4/8/2021

State of Idaho)
County of Canyon) ss.

On this 8th day of April, in the year 2021, before me, a Notary Public in and for said County and State, David J Holton personally appeared, known or identified to me to be the persons whose names executed this Environmental Covenant, and acknowledged to me that they 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: [Signature]
Residing at: Gem County
Commission Expires: 7-27-2022

Attachment A: Legal Description and Deed of Property

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 727226
BINGHAM COUNTY, IDAHO
2021-01-15 04:35:14 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFOOT
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Smp/41e

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **944227-B (jcm)**

Date: **January 08, 2021**

For Value Received, **Kristian M. Corbridge and Lana Jolyn Corbridge, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Valley Wide Cooperative, Inc., an Idaho corporation**, hereinafter called the Grantee, whose current address is **2114 North 20th Street, Nampa, ID 93687**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, BLOCK 63, ABERDEEN TOWNSITE, NOW CITY OF ABERDEEN, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED APRIL 14, 1914, IN BOOK 3 OF PLATS, PAGE 54.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Attachment B Map of Restricted Area

EAST CASSIA STREET

NORTH MAIN STREET

PROPERTY BOUNDARY

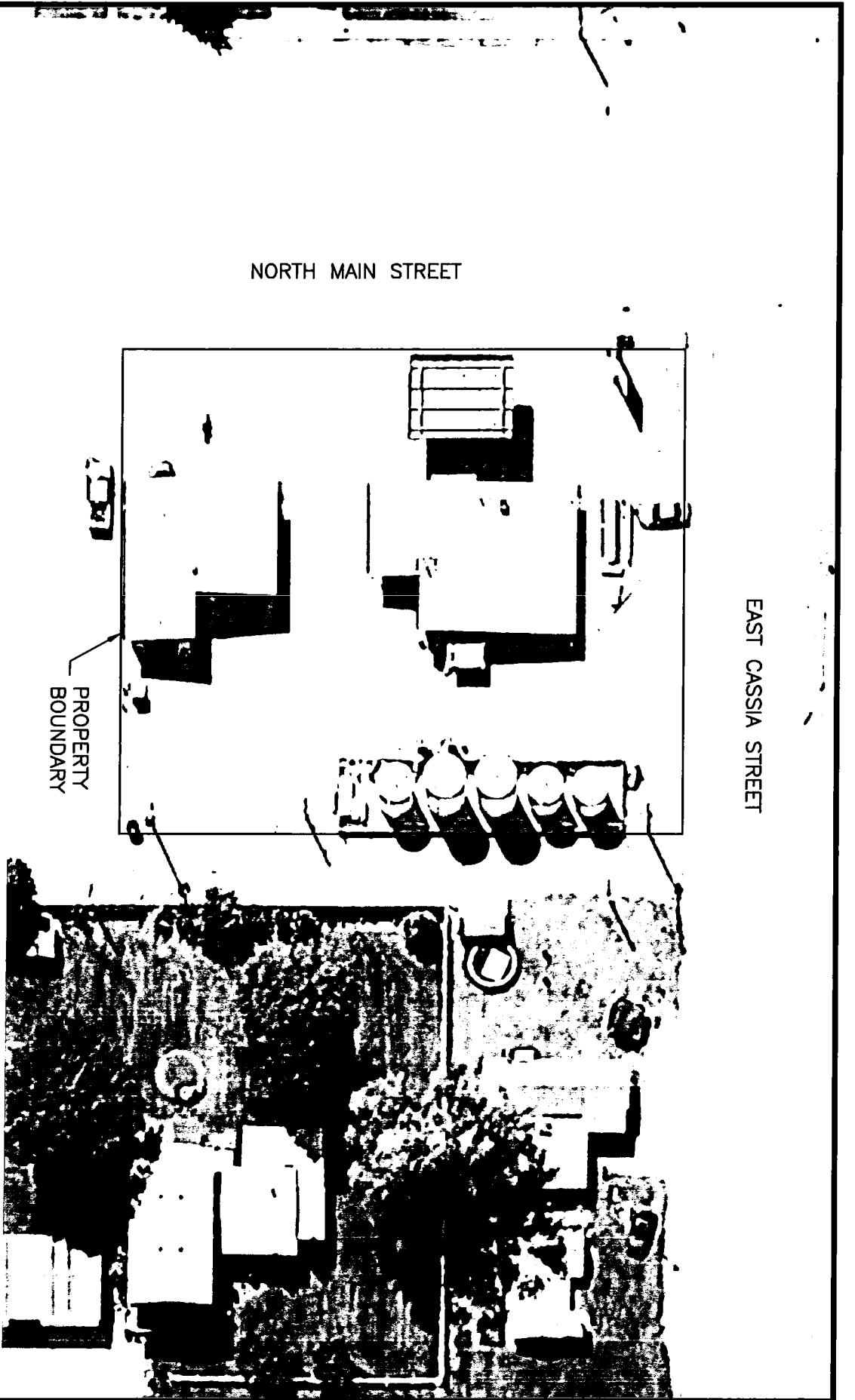


Figure 1. Site Map

(SCALE AND LOCATIONS ARE APPROXIMATE)
(SOURCE: Google Earth Pro Image June 2016, ©2020 Google™)

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