

Recording Requested By and
When Recorded Return to:

Microfilm No. **562904**
4 Day **Apr** 20**17**
At **2:43** O'Clock **P** M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ **52.00** Deputy
Recorded at Request of
State of Idaho Dept

RECEIVED

APR 03 2017

DEQ-IDAHO FALLS

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 Valley View Rental and Sales, LLC ("Valley View") 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. Valley View is a "holder" as defined in Idaho Code § 55-3002(6). Valley View, as the current property owner, grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 5160 N HWY 20 Island Park, Idaho in Fremont County and is legally described in the deed attached hereto and marked as Attachment A (hereafter referred to as "the Property"). The Restricted Area of the Property is illustrated on the map attached hereto and marked as Attachment B.

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

Reason for Activity and Use Limitations. The Property described above was and is currently used to operate a gas station. The Property had (9) underground storage tanks removed in the mid to late 1990's resulting in the discovery of petroleum contamination (Benzene, Toluene, Ethylbenzene, Xylenes, MTBE, and Naphthalene) in soil and groundwater. Past owners implemented a corrective action plan on the Property that included the operation of an air sparge / vapor extraction system which operated until 2010 but which failed to address identified contamination. DEQ conducted additional remedial activities between August 2012 and November 2014 which resulted in significant decreases in groundwater and soil vapor concentrations. This Environmental Covenant is required because the residual concentrations of Benzene and Ethylbenzene found in groundwater underlying a portion of the Property, designated as the Restricted Area and marked in Attachment B, 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 the Henry's Lake Station (Facility Identification Number 6-220613) administrative record can be found at the DEQ Idaho Falls Regional Office 900 N. Skyline Drive, Suite B Idaho Falls, ID 83402

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Valley View, 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 except for environmental assessment and remediation purposes.

Breach and Cure of Activity and Use Limitations Valley View 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 View 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. Valley View, 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:

Contaminated groundwater are at levels 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 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 View, 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 View 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: Valley View Rental and Sales, LLC
ATTN: Wendell Winegar
PO Box 144
Island Park, ID 83429

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 Valley View or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Valley View 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: *John H. Tippetts*

Printed Name: John H. Tippetts

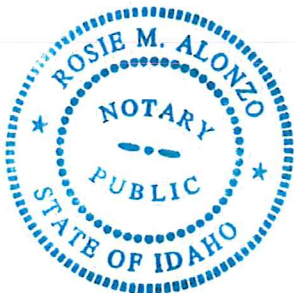
Title: Director, Idaho Department of Environmental Quality

Date: 3/30/2017

State of Idaho)
) ss.
County of Ada)

On this 30 day of March, in the year 2017, 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, Idaho*
Commission Expires: *11/21/2020*

Signature and Acknowledgments

Accepted:

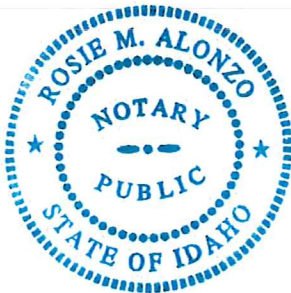
Property Owner Valley View Rental and Sales, LLC

Signature: Wendell WinegarPrinted Name: Wendell Winegar Wendell WinegarTitle: OwnerDate: 3/28/17

State of Idaho, County of Fremont, ss.

On this 28 day of March, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared Wendell Winegar, known or identified to me to be the owner of the Valley View Rental and Sales, LLC that executed this Environmental Covenant, and acknowledged to me that the Valley View Rental and Sales, LLC 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. AlonzoResiding at: Nampa, IdahoCommission Expires: 11/21/2020

**NOTICE OF ANNUAL COMPLIANCE REPORTING
FOR ENVIRONMENTAL COVENANT**

This Notice of Annual Compliance Reporting for Environmental Covenant form is to assist property owners with the Compliance Reporting provision included in the Environmental Covenant. Owner[s] 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. This annual report requirement runs from the effective date of the Environmental Covenant, the date on which the Environmental Covenant was officially recorded with the property deed.

MAIL ANNUAL NOTICE TO:

Idaho Department of Environmental Quality
State Response Program Manager
1410 N. Hilton
Boise, ID 83706

CURRENT PROPERTY OWNER NAME: _____

DATE OF ANY OWNERSHIP CHANGES THIS PAST YEAR:

PROPERTY NAME AND ADDRESS:

ENVIRONMENTAL COVENANT

COUNTY RECORDERS INSTRUMENT NUMBER:

GENERAL DESCRIPTION OF ACTIVITY AND USE LIMITATION(S):

***OWNER(S) VERIFIES COMPLIANCE WITH THE ACTIVITY AND USE LIMITATIONS IDENTIFIED IN THE
ABOVE REFERENCED ENVIRONMENTAL COVENANT IN THIS ANNUAL REPORT FILED WITH THE IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY.***

PROPERTY OWNER REPRESENTATIVE (PRINT/TYPE)

TITLE

SIGNED

DATE

Attachment A Legal Description and Deed of Property

First American Title Company

138863-Rx

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, ALAN PLACEY and
 DEBBIE PLACEY, husband and wife, and GREG CORIELL, a single person, the
 Grantors, do hereby grant, bargain, sell and convey unto VALLEY VIEW RENTAL
 AND SALES, LLC, a Utah limited liability company, the Grantee, whose address is 5152
 Highway 20, Island Park, ID 83429, the following described real property situated in
 Fremont County, State of Idaho, to- wit:

JAX
1886

Beginning at a point that is S 89°51'E. 929.09 feet and
 N. 10°55'E. 625.0 feet from the SW corner of the
 NW1/4 of Section 13, Township 15 North, Range 43
 E.B.M., Fremont County, Idaho; and going thence N.
 80°13'W. 408.0 feet to the E. right-of-way of U.S.
 Highway 191, thence Northeasterly around a curve
 concave to the Southeast having a radius of 3720 feet;
 a distance of 450.0 feet; thence S. 80°13'E. 332.54
 feet; thence S. 10°55'W 441.86 feet to the point of
 beginning.

SUBJECT TO, all easements, rights of way, covenants, restrictions,
 reservations, applicable building and zoning ordinances and use
 regulations and restrictions and accrued and accruing taxes.

TO HAVE AND TO HOLD the said premises with their tenements,
 hereditaments and appurtenances thereunto belonging, unto the said Grantee, its
 successors and assigns forever. Grantors do hereby covenant to and with the said Grantee
 that they are the owners in fee simple of said premises and that they will warrant and
 defend the same from all lawful claims whatsoever.

- 1 -

500216
 Microfilm No. 19 Day Jan 20 2006
 At 12:12 O'Clock P. M.
 ABIE MACE
 FREMONT CO. RECORDER
 Fee \$15.00
 Recorded at Request of
 First American Title Company

~~500216~~

warrant and defend the same from all lawful claims whatsoever.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED this 11th day of January, 2006.

ALAN PLACEY

DEBBIE PLACEY



GREG CORIELL

~~500216~~

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED this 18 day of January, 2006.


ALAN PLACEY


DEBBIE PLACEY

GREG CORIELL

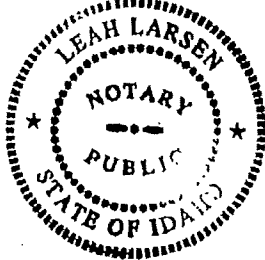
500216

STATE OF IDAHO)
) ss.
County of)

ON THIS 18th day of January, 2006, before me, Leah Larsen
_____, a Notary Public in and for said State, personally appeared
ALAN PLACEY and DEBBIE PLACEY, known or identified to me to be the persons
whose names are subscribed to the within and foregoing instrument 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.

S
E
A
L



Leah Larsen

Notary Public for Idaho
Residing at: Meridian
My Commission Expires: 3/12/11

STATE OF IDAHO)
) ss.
County of)

ON THIS _____ day of January, 2006, before me, _____
_____, a Notary Public in and for said State, personally appeared
GREG CORIELL, known or identified to me to be the person whose name is subscribed
to the within and foregoing instrument and acknowledged to me that he 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.

S
E
A
L

Notary Public for Idaho
Residing at:
My Commission Expires:

~~500216~~

STATE OF IDAHO)
) ss.
 County of)

ON THIS _____ day of January, 2006, before me, _____
 _____, a Notary Public in and for said State, personally
 appeared ALAN PLACEY and DEBBIE PLACEY, known or identified to me to
 be the persons whose names are subscribed to the within and foregoing instrument
 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.

S

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 Notary Public for Idaho
 Residing at:
 My Commission Expires:

STATE OF IDAHO)
) ss.
 County of)

ON THIS 17 day of January, 2006, before me, Maria
Hirsche, a Notary Public in and for said State, personally
 appeared GREG CORIELL, known or identified to me to be the person whose
 name is subscribed to the within and foregoing instrument and acknowledged to
 me that he executed the same.

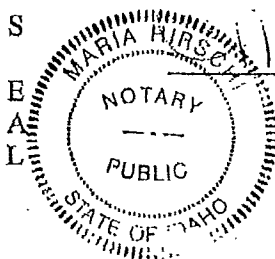
IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year in this certificate first-above written.

S

E

A

L



 Notary Public for Idaho
 Residing at: Notary Public for the State of Idaho
 My Commission Expires: Residing in Madison County
 Commission Expires 02-04-2006

Attachment B Map of Restricted Area

