



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 OfficeMax Incorporated, a Delaware corporation (“OfficeMax”), and Cloverdale Nursery and Turf Farm, Inc., an Idaho corporation (“Cloverdale”) 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 human health and the environment. Cloverdale is a “holder” as defined in Idaho Code § 55-3002(6). OfficeMax, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property in Government Lots 2, 3, and 4, Section 36, T14N, R3E, Cascade, Valley County, ID (hereafter referred to as “the Property”). The Property is legally described in the attached Schedule A.

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

Reason for Activity and Use Limitations. The Property described above was an industrial property previously used as a log yard for an adjacent sawmill, as well as a storm water drainage area. Soil sampling on the Property was conducted under the direction of the Department Brownfield response program. The result of work performed indicated certain substances were present above the Initial Default Target Levels (IDTLs) for those substances (Maxim, January 26, 2005). From 2004 to 2009, OfficeMax and Cloverdale implemented and completed a plan at the Property in which the log yard debris was removed from the site, screened, and processed for beneficial use. This Environmental Covenant is being filed out of an abundance of caution due to the former use of the Property and because of the

exceedances of the IDTLs, to ensure that future use of the Property is limited to protect human health and the environment from any residual concentrations in soil or shallow groundwater.

Name and Location of Administrative Record. A copy of the Maxim Technologies Site Investigation Report, dated January 26, 2005, can be found at the Idaho Department of Environmental Quality, Waste and Remediation Division, 1410 North Hilton St, Boise, Idaho.

Activity and Use Limitations. By accepting and recording this Environmental Covenant, OfficeMax and any successors in interest to the Property, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. There shall be no new ground water wells used for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use on the Property. Water maybe used from the existing wells at the time of the execution of this Environmental Covenant only with the Department's prior written approval once the then-current Property Owner conducts sampling and analysis of those wells to ensure the groundwater from those wells meets then current standards established in the Idaho Ground Water Quality Rules, IDAPA 58.01.11 and demonstrates to the Department that these standards have been met.
2. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital.

OfficeMax, or its successors-in-interest to the Property, shall be solely responsible for demonstrating that any use of the Property conforms with the Activity and Use Limitations.

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.

Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, unless OfficeMax, or its successors in interest, applies to the Department to have this Environmental Covenant terminated pursuant to Idaho Code § 55-3010 and demonstrates with the record before the Department that:

1. the Property or any subdivided portion thereof is shown in a Department-approved document not to contain contaminated soils or groundwater; or
2. contaminated soils and groundwater are 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 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 OfficeMax, 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, OfficeMax, 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 OfficeMax, 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. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The Department and any party to this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against OfficeMax or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of OfficeMax, 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, to require that the then-current Property Owner(s) correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, to file civil actions against the then-current Owner(s) as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of ensuring 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 of the Property, 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-current Owner(s) 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 OfficeMax, Cloverdale, their 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: OfficeMax Incorporated
Legal Department
1111 West Jefferson Street
Suite 510
Boise, ID 83702

HOLDER: Cloverdale Nursery & Turf Farm, Inc.
2528 N. Cloverdale Road
Boise, ID 83713

THE DEPARTMENT: Idaho Department of Environmental Quality
ATTN: Joe Nagel
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 OfficeMax or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OfficeMax 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.

ON THIS 12th day of November, 2009, before me, a notary public in and for said State, personally appeared and known to me to be the Terry Cook, President of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Amy M. Knight
Notary Public for Idaho
Residing at: Nampa, Idaho
My Commission Expires: 7-14-11

SCHEDULE A

FOX Land Surveys, Inc.

1515 South Shoshone St. Δ Boise, Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX

PARCEL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 2, 3 AND 4
IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
CASCADE, VALLEY COUNTY, IDAHO

A portion of Government Lots 2, 3 and 4 in Section 36, Township 14 North, Range 3 East, Boise Meridian, Cascade, Valley County, Idaho, more particularly described as follows;

Beginning at the found Brass Cap at the Section Corner common to Sections 30 and 31, Township 14 North, Range 4 East, and Sections 25 and 36, Township 14 North Range 3 East, Boise Meridian, from which a found Brass Cap at the ¼ Corner common to Sections 36 and 31 bears South 00° 25' 59" West, a distance of 2643.67 feet;

1. thence along the section line common to Sections 25 and 36, South 89° 16' 00" West, a distance of 2091.66 feet to a point on the easterly Right-of-Way of the Idaho Northern and Pacific Railroad;
2. thence North 56°09'19" East, a distance of 100.00 feet;
3. thence along a line parallel with and 100.00 feet east of the east Right-of-Way of the Idaho Northern and Pacific Railroad, South 33°50'41" East, a distance of 550.00 feet;
4. thence South 56°09'19" West, a distance of 100.00 feet to the east Right-of-Way of said Railroad;
5. thence along said Railroad Right-of-Way, South 33° 50' 41" East, a distance of 566.98 feet to the **TRUE POINT OF BEGINNING**;
6. thence North 56' 09' 19" East, a distance of 727.04 feet to the Ordinary High Water Line of the Right Bank of the Payette River;
7. thence along said Ordinary High Water Line the following courses and distances;

8. South 30° 52' 01" East, a distance of 85.88 feet;
9. South 40° 02' 52" East, a distance of 180.28 feet;
10. South 64° 28' 21" East, a distance of 129.09 feet;
11. South 15° 42' 58" East, a distance of 102.55 feet;
12. South 36° 44' 04" East, a distance of 195.91 feet;
13. South 38° 36' 28" East, a distance of 142.62 feet;
14. South 28° 33' 40" East, a distance of 115.12 feet.
15. South 44° 04' 34" East, a distance of 119.12 feet;
16. South 60° 31' 12" East, a distance of 61.86 feet.
17. South 47° 34' 16" East, a distance of 108.37 feet;
18. South 54° 06' 39" East, a distance of 88.61 feet;
19. thence leaving Ordinary High Water Line of the Right Bank of the Payette River, South 00° 25' 59" West, a distance of 949.36 feet;
20. thence South 88°45' 16" West, a distance of 685.21 feet to the East Right-of-Way of Highway 55;
21. thence along said Right-of-Way, North 43°35' 28" West, a distance of 225.83 feet to the East Right-of-Way of the Idaho Northern and Pacific Railroad, at the beginning of a non-tangent curve to the left;
22. thence along said Railroad Right-of-Way and non-tangent curve to the left, having a length of 1235.16 feet, a radius of 2914.90 feet, a central angle of 24° 16' 43", tangents of 626.99 feet, and a long chord which bears North 21° 42' 20" West, a distance of 1225.94 feet to a point of tangency;
23. thence continuing along the East Right-of-Way of the Idaho Northern and Pacific Railroad, North 33° 50' 41" West, a distance of 281.06 feet to the **TRUE POINT OF BEGINNING**

Containing 1.633,051 square feet (37.490 acres) more or less.

Subject to easements and rights-of-way of record or not of record.

Also subject to the following:

- The State of Idaho's claim to the lands easterly of the Ordinary High Water Line.
- The resolution of Railroad Right-of-Way and Boise Cascade Ownership deed call issues.

Any modification of this description shall render it null and void

Fox Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

END OF DESCRIPTION



TJF:taj
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Office of the Attorney General
IDEQ

DENNIS L. RADOCHA
Associate General Counsel
T 208 388 4184 F 630 647 3864
DennisRadocha@OfficeMax.com

December 1, 2009

Susan E. Hamlin Nygard
Deputy Attorney General
Idaho Department of Environmental Quality
1410 N. Hilton, 2nd Floor
Boise, ID 83706

Subject: Cloverdale Nursery

Dear Susan:

Enclosed is a copy of the recorded Environmental Covenant between Cloverdale Nursery, OfficeMax Incorporated, and Idaho Department of Environmental Quality. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis L. Radocha".

Dennis L. Radocha

DLR/gmc

Enclosure

{Env Team\171268:0000:00421989:}