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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions to Run with the Land (Declaration) made by Chevron Pipe Line Company, a Delaware Corporation, ("CPL"), its successors and assigns, Chevron U.S.A. Inc., a Pennsylvania Corporation, ("CUSA"), its successors and assigns, and the State of Idaho Department of Environmental Quality ("Department"), its successors and assigns, sets forth protective provisions, covenants, restrictions, conditions (collectively referred to as "Restrictions") designed to protect natural resources and maintain air and water quality, upon and subject to which the Property (as identified below) and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed.

Each and all of the Restrictions are imposed Pursuant to the Idaho Uniform Conservation Easement Act, Idaho Code 55-2101 through 2109, and the Idaho Environmental Protection and Health Act, Idaho Code 39-101 through 39-130, and Idaho Code 39-7202(1)(Supp. 1996). For purposes of this Declaration, the Department shall be a "holder" as defined in Idaho Code 55-2101(2). CPL and the Department agree that each and all of the Restrictions are enforceable by the Department against CPL, its successors and assigns.

Ownership. CPL is the current fee owner of certain real property ("Property") which is described as follows:

1) That real property which it acquired from CUSA in the City of Fruitland, County of Payette, State of Idaho, which real property is subject to this Declaration ("Property") and is legally described as follows:

That portion of the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 8 North, Range 5 West, Boise Base and Meridian, described as follows:

Beginning at point 975 feet West and 25 feet South of the Northeast corner of said Section 22, Township 8 north, Range 5 West, Boise Base and Meridian; running thence South 595.32 feet; thence West 324.32 feet; thence North along the Easterly boundary of the Payette Valley Railroad 595.32 feet; thence East along the South boundary of the County Road 324.32 feet, more or less, to the POINT OF BEGINNING, and containing 4.43 acres, more or less.

Excepting therefrom:

That portion of the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 8 North, Range 5 West, Boise Base and Meridian, described as follows:

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Beginning at point 975 feet West and 351.50 feet South of the Northeast corner of said Section 22, Township 8 north, Range 5 West, Boise Base and Meridian; running thence South 120.50 feet; thence West 170.82; thence North 120.50 feet; thence East 170.82 feet to the POINT OF BEGINNING, and containing 0.47 acres, more or less.

Together with all subsurface water rights and ditch rights-of-way thereunto now belonging; and,

2) That certain real property adjoining the real property which it acquired from CUSA in the City of Fruitland, County of Payette, State of Idaho, which real property is also subject to this Declaration and is legally described as follows:

That portion of the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 8 North, Range 5 West, Boise Base and Meridian, described as follows:

Beginning at point 975 feet West and 351.50 feet South of the Northeast corner of said Section 22, Township 8 north, Range 5 West, Boise Base and Meridian; running thence South 120.50 feet; thence West 170.82; thence North 120.50 feet; thence East 170.82 feet to the POINT OF BEGINNING, and containing 0.47 acres, more or less.

Together with all subsurface water rights and ditch rights-of-way thereunto now belonging.

Provisions to Run With the Land. Each and all of the Restrictions shall run with the land, and pass with the Restricted Portion, of the Property described below and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed only on the Restricted Portion of the Property.

Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Restricted Portion of the Property shall be deemed by their purchase, leasing, or possession of such Restricted Portion, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Restricted Portion of the Property shall be subject to the Restrictions contained herein.

Recording/Filing of Declaration. This Declaration shall be recorded in the county recorder's office in the county where the Restricted Portion is located within five (5) days of the effective date of this Declaration. CPL shall provide to the Department a copy of this Declaration evidencing its recording in compliance with this provision within ten (10) days of the effective date of this Declaration. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Restricted Portion.

Restricted Portion. A portion of the Property ("Restricted Portion") described and depicted in

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Exhibit "A" attached hereto and made a part hereof was previously used to operate a petroleum storage tank system, becoming contaminated with hazardous materials, including, without limitation, benzene, toluene, total xylenes, and petroleum hydrocarbons. In October 1997, CUSA, prior to transferring the Property to CPL, entered into a Consent Order with the Department to remediate the Restricted Portion. CUSA implemented a corrective action plan ("CAP") on the Restricted Portion. CUSA is currently in full compliance with the Consent Order and CAP. This Declaration is required because the CAP resulted in residual concentrations of petroleum constituents in soil and groundwater underlying the Restricted Portion. These concentrations may be at or above risk-based screening levels as determined by the Department and for which future use of the Restricted Portion shall be limited to protect human health and the environment.

Restrictions on Use. By acceptance and recordation of this Declaration, CPL, and any successors in interest to the Restricted Portion, are hereby restricted from using the Restricted Portion, now or at any time in the future, as set forth below. CPL, and respective successors in interest to the Restricted Portion, shall be solely responsible for demonstrating that use in the Restricted Portion is in conformity with the following:

1. No buildings of any kind or nature shall be constructed or located on the Restricted Portion.
2. The Restricted Portion, and any portion thereof, may be used for commercial and industrial uses only, including but not limited to a parking lot. The Restricted Portion 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.
3. There shall be no excavation of soil greater than ten (10) feet at, and there shall be no extraction of ground water under, the Restricted Portion for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. There shall be no storm water collection systems or other water infiltrations systems in the Restricted Portion.
4. Any activity on the Restricted Portion that CPL or the successors in interest to the Restricted Portion knows or should know may result in the release or exposure to the environment of a petroleum constituent that remains on the Restricted Portion as part of the CAP, is prohibited without prior written approval from the Department.

The foregoing restrictions on use are herein referred to as the "Restricted Uses."

The Restricted Uses are imposed out of an abundance of caution due to the former use of the Restricted Portion and because certain environmental risk evaluations of the Restricted Portion indicate the presence of petroleum hydrocarbons at various locations in the soils and groundwater which may present a risk to public health and the air and water quality at the Property. Further the Restrictions are imposed in furtherance of the public policy as stated in Idaho Code 39-7202(1)(Supp. 1996). CPL intends further that the Property shall be used in such a manner as to

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avoid potential harm to persons or property which may result from releases or threatened release of hazardous substances or petroleum hydrocarbons.

Variance and Termination. The Restricted Uses set forth above shall apply to the Restricted Portion, or any subdivided portion thereof, unless:

A. the Restricted Portion or subdivided portion thereof is shown in a Department approved risk assessment not to present a risk to human health or the environment;

B. contaminated soils and groundwater are remediated to, or through natural attenuation are at, levels the Department deems in writing to be adequate for the Restricted Portion to be developed for any of the Restricted Uses; or

C. CPL, or the successors in interest to the Restricted Portion, applies to the Department to have this Declaration removed with respect to all or part of the Restricted Portion pursuant to laws, rules and regulations then in effect, and a formal determination is made by the Department in writing to remove the land-use restrictions.

Conveyance of Property. Within thirty (30) days of the closing of any sale, lease, or other conveyance of all or any portion of the Restricted Portion of the Property, the former Owner (in the case of a sale) or Occupant (in the case of a lease) and the then current Owner or Occupant of the Restricted Portion of the Property, or part thereof, conveyed shall provide written notice to the Department of the name and address of all the then Owners and/or Occupants of the Restricted Portion of the Property, or part thereof, conveyed. The Department shall not, by reason of this Declaration, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Restricted Portion of the Property except as otherwise provided by law, or by administrative order.

Enforcement. Failure of CPL, or the successors in interest to the Restricted Portion, to comply with any of the Restrictions set forth herein shall be grounds for the Department, or its successor, to require that the Owner modify or remove any improvements, including without limitation, all buildings, regradings and subsurface structures or wells, constructed in violation of this Declaration. Violation of this Declaration shall be grounds for the Department, or its successor, to file civil actions against the Owner as provided by law or in equity, including without limitation, the Uniform Conservation Easement Act, Idaho Code 55-2101, *et. seq.*

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 CPL, or its successors, CUSA 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.

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CUSA: Chevron U.S.A. Inc.
Attention: Dave Feiglstok
6001 Bollinger Canyon Road
San Ramon, California 94583

CPL: Chevron Pipe Line Company
Attention: George A. Adams
2875 S. Decker Lake Drive, Suite 150
Salt Lake City, Utah 84119

THE DEPARTMENT: Idaho Department of Environmental Quality
Regional office
1445 N. Orchard
Boise, Idaho 83706

Costs and Expenses. All costs of removing this Declaration, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, shall be borne by the party seeking such removal. This Declaration shall run with the land and be binding on CPL and its successors and assigns.

Partial Invalidity. If any portion of the Restrictions 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 Declaration are solely for the convenience of the parties and are not a part of the Declaration.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Declaration, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Declaration 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 CUSA or any other responsible party. Nothing in this Declaration shall affect the obligations of CUSA 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.

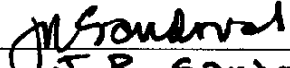
Effective Date. The effective date of this Declaration shall be the date of signature by the Department.

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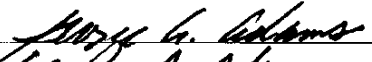
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Accepted:

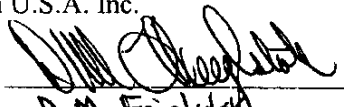
Idaho Department of Environmental Quality- Holder

By: 
Printed: J.R. Sandoval
Its: Chief of Staff
Date: 060805

Chevron Pipe Line Company- Property Owner

By: 
Printed: George A. Adams
Its: Right-of-Way Specialist
Date: June 6, 2005

Chevron U.S.A. Inc.

By: 
Printed: D.M. Feigelski
Its: G.M., North America Logistics
Date: 27 May 2005

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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

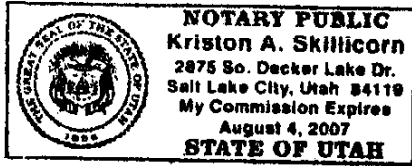
On the 10 day of June, 2005, personally appeared before me, George A. Adams, who, being by me duly sworn, did say that he is the Right-of-Way Specialist for Chevron Pipe Line Company, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said George A. Adams acknowledged to me that said corporation executed the same.

My commission expires:

Kriston A. Skillicorn
Notary Public

8/4/07

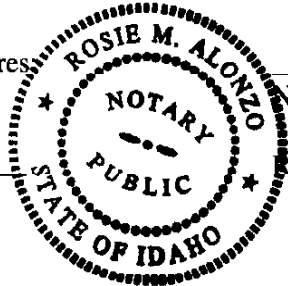
Residing at Salt Lake City



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On the 8th day of June, 2005, personally appeared before me JR. Sandoval, who duly acknowledged to me that he executed the foregoing as the Chief of Staff of The Idaho Department of Environmental Quality.

My commission expires:



Rosie M. Alonzo
Notary Public

1-30-09

Residing at Nampa, Idaho

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Contra Costa } ss.

On May 27, 2005 before me, Kathy Y. Tam, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared D.M. Feiglstok, Sr., North America Logistics
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathy Y. Tam
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

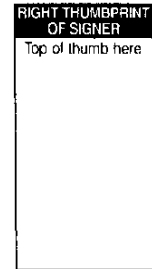
Title or Type of Document: Declaration of Restrictions
Document Date: May 27, 2005 Number of Pages: 8 (including Ack. form)
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: D.M. Feiglstok

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: himself



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EXHIBIT "A"

RESTRICTED PORTION

The restricted portion of the property is the area over the plume plus a ten-foot buffer on all sides. Figure 1 shows the entire Property including the conservative representation of the area of the plume. The restricted area is 1.56 acres located entirely within the 4.43 acre Property.

The Restricted Portion is described as follows.

That portion of the Property which is located 325' South of the North East corner of the Property on the fence line, continuing south for 100' along the fence line to a point 425' from the North East corner of the Property, turning west to a point located 425' South and 328' West from the North East corner, turning North for 268' to a point 157' South and 328' West from North East corner, turning east for 87' to a point 157' South and 241' West from the North East corner, turning South East for 294' to the initial point located 325' South of the North East corner of the Property on the fence line.

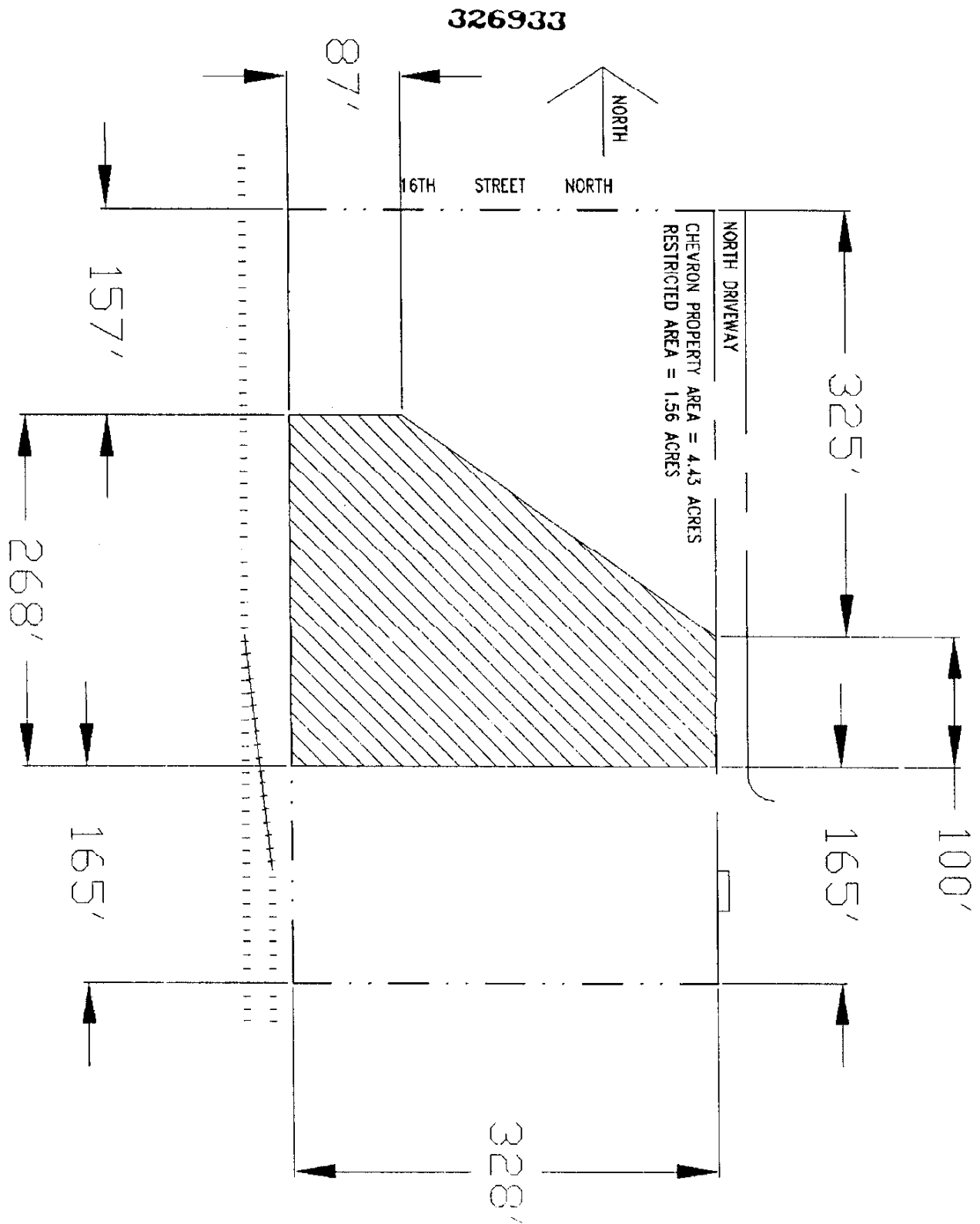


Figure 1

Instrument # 326933

PAYETTE COUNTY

2005-06-14

09:50:00 No. of Pages: 10

Recorded for : STEPHEN COE

BETTY J DRESSEN

Fee: 30.00

Ex-Officio Recorder Deputy

Index to: PROTECTIVE COVENANTS

Ruth Ann
MIS