

Recording Requested By and
When Recorded Return to:

TWIN FALLS COUNTY

Recorded for:

VALLEY CO-OOPS INC.
12:59:37 PM 03-28-2013

2013-006951

No. Pages:10 Fee: \$ 37.00

KRISTINA GLASCOCK

County Clerk

Deputy: **BHUNTER**

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 CO-OPS, INC., (“Owner”), 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. The Owner is also the “holder” as defined in Idaho Code § 55-3002(6). Owner, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at the intersection of Burley Avenue and Moon-Glo Road, City of Buhl, County of Twin Falls, State of Idaho, legally described as

TOWNSHIP 10 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO,

Section 1: A tract of land located in the Northeast corner of Lot 3, more described as beginning at the Northeast corner of Lot 3; THENCE South 89° 42’ West 425 feet, along the North line of Section 1; THENCE South 0° 12’ West, 625 feet; THENCE South 44° 42’ East 35.36 feet; THENCE North 89° 42’ East 400 feet to the North-South center line of Section 1; THENCE North 0° 12’ East 650 feet to the Point of Beginning.

(hereafter referred to as “the Property”). The deed and Twin Falls County parcel map of the property is provided in the attached Schedule A.

Property Ownership. According to the Certificate of Consolidation dated March 1, 1991, on file with the Idaho Secretary of State, VALLEY CO-OPS, INC is the new corporation that is the result of the consolidation of Idaho Grange Cooperative, Inc. and Wendell Grange Supply Company. By the effect of that consolidation, VALLEY CO-OPS, INC. is the owner of this property subject to this Environmental Covenant. VALLEY CO-OPS INC., owner, 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 Owner has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property was previously used to operate a fuel plant, becoming contaminated with petroleum on December 31, 1995. On November 20, 1996, Owner entered into a Consent Order with the Department to remediate the Property. Owner implemented a corrective action plan (“CAP”) on the Property. This Environmental Covenant is required because the CAP resulted in residual concentrations of benzene, ethylbenzene, total xylenes, MTBE, BTEX and naphthalene in groundwater underlying the Property. These concentrations are above allowable risk-based concentration 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 VALLEY CO-OPS, INC. Facility, Moon-Glo Road, Buhl, Idaho file containing the administrative record can be found at the Idaho Department of Environmental Quality, 1363 Fillmore Street, Twin Falls, Idaho 83301.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Owner, 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 groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.

Breach and Cure of Activity and Use Limitations Owner, 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, the Owner 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 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. The Owner, 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 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 Owner, 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, Owner, 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 Owner, 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.

Compliance Reporting. Owner, 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 of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Owner or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Owner, or its successor 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 Owner 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 Owner 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 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 Owner 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 CO-OPS, INC.
1833 South Lincoln
Jerome ID 83338

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

Accepted:

Idaho Department of Environmental Quality

Signature: 
 Printed Name: Curt A. Fransen
 Title: Director, Idaho Department of Environmental Quality
 Date: 3/21/13

State of Idaho)
) ss.
 County of Ada)

On this 21 day of March, in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Curt A. Fransen, 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.



Rosie M. Alonzo
 Notary Public for Idaho: _____
 Residing at: Dampana, Idaho
 Commission Expires: 1/30/2015

Accepted:

VALLEY CO-OPS, INC.
Property Owner

Signature: *Donn Bordewyk*

Printed Name: DONN BORDEWYK

Title: General Manager

Date: March 19, 2013

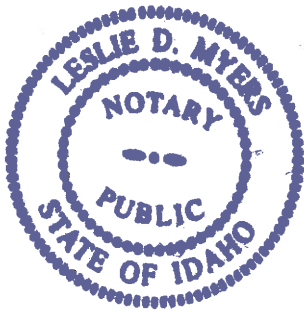
STATE OF IDAHO)

ss:

County of Jerome)

On this 19th day of March, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONN BORDEWYK, General Manager of VALLEY CO-OPS, INC, an Idaho corporation, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the corporation.

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



Leslie D. Myers
NOTARY PUBLIC for Idaho
Residing at Jerome, ID
Commission Expires: May 24, 2016

Schedule A

FOR CORP. WARRANTY DEED

FOR VALUE RECEIVED,
BUHL COOPERATIVE SUPPLY, INC.,

a corporation duly organized and existing under the laws of the State of Idaho
Grant, Bargain, Sell and Convey unto
IDAHO GRANGE COOPERATIVE, INC., an Idaho corporation
Box 2C, Shoshone, Idaho 83352

grantee, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

PARCEL I

Lots 25, 26, 27, 28, 29, 30 and 31 in Block 100 of BUHL TOWNSITE, Twin Falls County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County.

PARCEL II

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 1: A tract of land located in the Northeast corner of Lot 3, more described as beginning at the Northeast corner of Lot 3; THENCE South 89° 42' West 425 feet, along the North line of Section 1; THENCE South 0° 12' West, 625 feet; THENCE South 44° 42' East 35.36 feet; THENCE North 89° 42' East 400 feet to the North-South center line of Section 1; THENCE North 0° 12' East 650 feet to the Point of Beginning.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: September 5, 1985

By Dick Athurs
PRESIDENT.

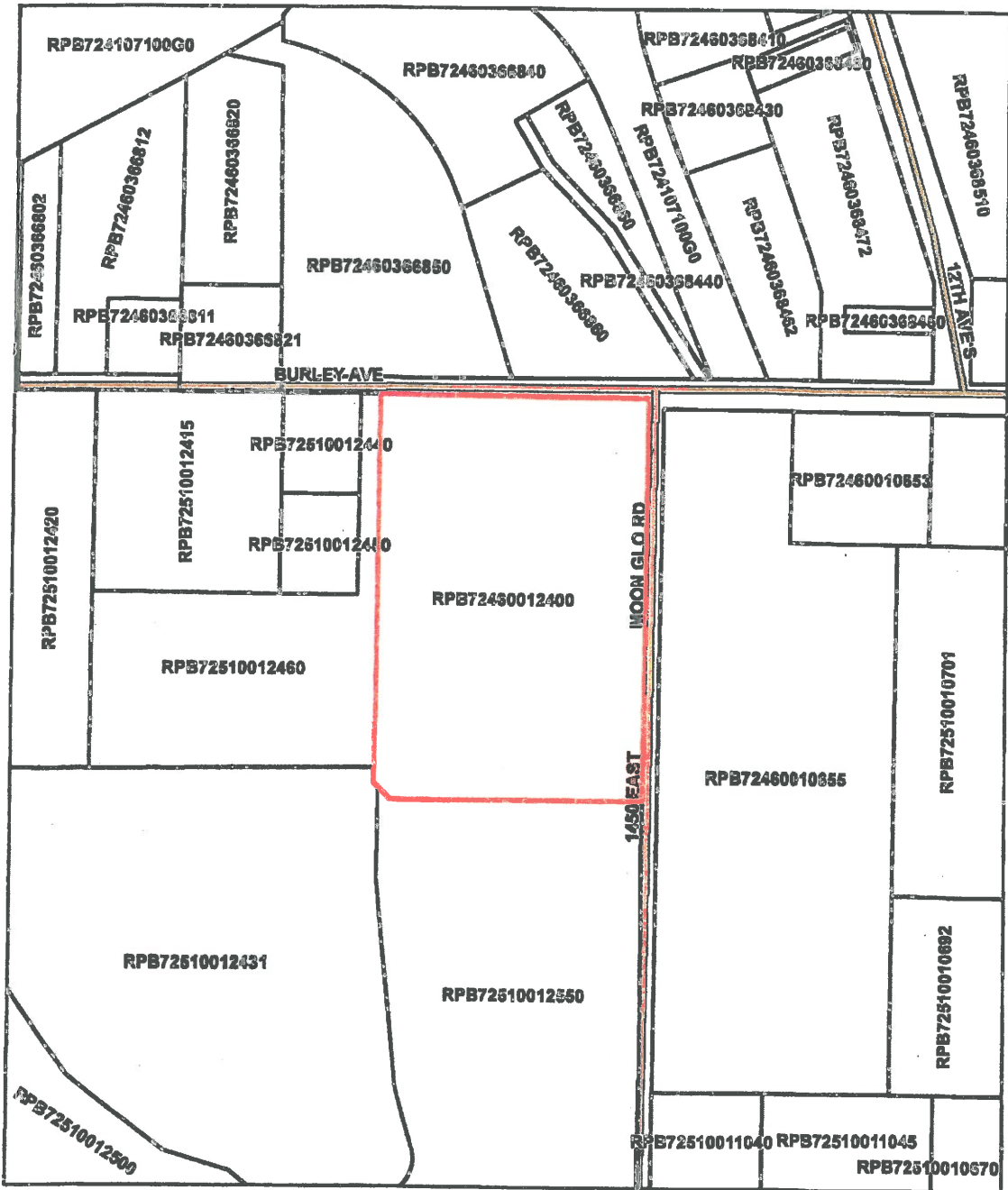
ATTEST:
Melvin Jorgels
SECRETARY.


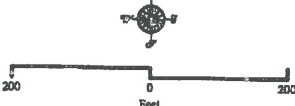
STATE OF IDAHO.
County of Latah ss.
On this 5th day of September, 1985
before me, a Notary public in and for said State, personally
appeared Dick Athurs and
Melvin Jorgels known to me to
be the President and Secretary of the corporation
that executed this instrument or the persons who executed
the instrument on behalf of said 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.
David DeLuight
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

STATE OF IDAHO.
County of TWIN FALLS, IDAHO
I hereby certify that this instrument was filed for record at
the request of SAFECO Title
at 30 minutes past 3 o'clock PM,
this 5 day of SEP 1985
19 in my office, and duly recorded in Book
of Deeds at Page RICHARD A. PENCE
Ex-Officio Recorder.
By Margaret Ann
Deputy.
Fees \$ 2.00
Mail to:

Instrument No. 887458

Twin Falls County Local Parcel Map



<p>Legend</p> <p>— Parcel Boundary</p> <p>— Subject Parcel</p>			<p>** For reference purposes only. Twin Falls County is not responsible for any inaccuracies herein contained.</p>
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