Recording Requested By and
When Recorded Return to:

Sinclair Oil Corporation
c/o Scott K. Mayeda
550 E. South Temple
Salt Lake City, UT 84103

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=24 BONNIE OBERBILLIG
SINCLAIR TRANSPORTATION CO

2019-035208
04/30/2019 10:17 AM
AMOUNT:$79.00

00618224201900352080240241

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 Sinclair Transportation Company, (referred to as "OWNER" or "Sinclair" herein), 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 "Restricted Area" of the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Sinclair is a "Holder" as defined in Idaho Code § 55-3003(1). For purposes of Idaho Code § 55-3008, Sinclair, as the Owner is Grantor and as Holder, is also the Grantee. Sinclair, as the current property owner grants this Environmental Covenant to all other signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 712 North Curtis Road, Boise, Idaho 83706, County of Ada, State of Idaho, legally described as Ada County Parcel R7777814006, Blocks 13/20 of Scotts 3rd Subdivision, in Section 8, Township 3N, Range 2E of the Boise Meridian (hereafter referred to as "the Property"). The Property is legally described in Schedule A. The Property and Restricted Area are depicted in the map attached as is legally described in the attached Schedule B. Figure 1, in Schedule B, shows the Property with the Restricted Area outlined.

Property Ownership. 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 affected by a release of gasoline on January 9, 2013. On April 13, 2013, Sinclair entered into a Consent Order with the Department to remediate the Property. Sinclair subsequently implemented a corrective action plan ("CAP") on the Property. This Environmental Covenant is required because residual gasoline

constituents (specifically benzene, ethylbenzene, and naphthalene) remain in groundwater and soil underlying a portion of the Property referred to as the "Restricted Area", as shown on Schedule B. These concentrations in soil and groundwater exceed the allowable risk-based concentration 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 administrative record for the Property, Electronic Data Management System No. 2011BAZ782, and this specifically this release, 2013BAR1, can be found at the Idaho Department of Environmental Quality Boise Regional Office, located at 1445 N. Orchard St. Boise, ID 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, OWNER, 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:

1. There shall be no extraction of groundwater from the "Restricted Area" of the Property, as shown on Schedule B, for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Groundwater may be extracted as part of an environmental investigation or remediation project.

2. New commercial or industrial buildings shall not be constructed on the "Restricted Area" of the Property, as shown on Schedule B. Existing buildings and structures may be used, maintained, and repaired for commercial and industrial uses. Commercial or industrial structures that are not intended for human occupancy, such as pipes, pumps, storage tanks, or similar structures, may be constructed on the "Restricted Area" of the Property.

3. The "Restricted Area" of the Property may be used for commercial and industrial uses only. The Restricted Portion of 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 use.

4. There shall be no excavation of soil on the "Restricted Area" of the Property, as shown on Schedule B, unless the "Soil Management Plan" presented in Schedule C is utilized for soils within the Restricted Area.

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 Restricted Portion 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. The OWNER, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Restricted Portion of the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the existing record or by submitting additional information into the record, to the Department that contaminated groundwater and soils are at levels the Department deems in writing to be adequate for the "Restricted Area" of the Property as shown in Schedule B, 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 Restricted Area of the Property, and shall apply to and bind the respective successors in interest thereof unless terminated in accordance with the foregoing paragraph. Each and all of the Activity and Use Limitations are imposed upon the entire Restricted Area of the Property unless expressly stated as applicable to some other specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Restricted Area of the Property shall be deemed by their purchase, leasing, or possession of such Restricted Area of the Property, to be in accord with this Environmental Covenant and to agree for and among themselves, and their successors, that the Activity and Use Limitations, Compliance Reporting, and other ongoing obligations as herein established must be adhered to and that their interest in the Restricted Area of 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 Restricted Area 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 to the Restricted Portion of the Property, 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 in the Restricted Area of the Property and any other person using the Restricted Area of 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, and/or any party to this Environmental Covenant to require that the then-current owner 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 its successors-in-interest, 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, after providing reasonable notice to the owner(s) of the Property, 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 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: Sinclair Transportation Company
550 East South Temple
Salt Lake City, UT 84103
P.O. Box 30825
Salt Lake City, UT 84130

ATTN: General Counsel

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 Ada County Recorder's Office.

Signature and Acknowledgments
Accepted:

Idaho Department of Environmental Quality

Signature: John H. Tippets
Printed Name: John H. Tippets
Title: Director, Idaho Department of Environmental Quality
Date: April 17, 2019

State of Idaho)
) ss.
County of Ada)

On this 17 day of April, in the year 2019, before me, a Notary Public in and for said County and State, personally appeared John H. Tippets, 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
Comm. No. 64631
NOTARY PUBLIC
Expires: 11/21/2020
STATE OF IDAHO

Notary Public for Idaho: Rosie M. Alonzo
Residing at: Nampa, Idaho
Commission Expires: 11/21/2020

Signature and Acknowledgments

Accepted:

Sinclair Transportation Company

Signature: _____

Printed Name: Mark A. Petersen

Title: President

Date: 4-11-19

APPROVED AS TO FORM

State of Utah)

) ss.

County of Salt Lake)

On this 11 day of April, in the year 2019, before me personally appeared Mark A. Petersen known or identified to me to be the President of the corporation that executed the instrument or the person 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.

Notary Public for Utah: Diane Burton

Residing at: Salt Lake City, UT

Commission Expires: 9-17-22

DIANE BURTON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/17/2022
Commission # 702424

SCHEDULE A

DEED/LEGAL DESCRIPTION

This document is being-recorded to correct the legal description of Parcel B

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 18.00 6
BOISE IDAHO 09/09/09 02:42PM
DEPUTY Bonnie B. Oberbillig
RECORDED-REQUEST OF
FIDELITY WEST BOISE/DOWNT
109104751

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 21.00 7
BOISE IDAHO 11/09/09 03:07PM
DEPUTY Bonnie B. Oberbillig
RECORDED-REQUEST OF
FIDELITY WEST BOISE/DOWNT
109126244

When recorded return to:

FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
60 E. Rio Salado Parkway, Suite 1110
Tempe, AZ 85281

Escrow No. z09-06660

1068451

QUIT-CLAIM DEED

This document is being re-recorded to correct
the legal description of Parcel B

When recorded return to:

FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
60 E. Rio Salado Parkway, Suite 1110
Tempe, AZ 85281

Escrow No. z09-06660

Recorded Electronically
ID 109104751
County ada
Date 9/9/09 Time 2:42
Simplifile.com 800.460.5657

1068451

QUIT-CLAIM DEED

QUIT-CLAIM DEED

THIS INDENTURE, made this 11th day of August, 2009, by and between THE SINCLAIR COMPANIES, a Wyoming corporation (f/k/a Sinclair Oil Corporation), successor in interest to Sinclair Marketing, Inc., a Delaware corporation ("***Grantor***"), and SINCLAIR TRANSPORTATION COMPANY, a Wyoming corporation ("***Grantee***"), having an address at 550 East South Temple, Salt Lake City, Utah 84130.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND QUIT-CLAIM unto the said Grantee, its successors and assigns, that certain real estate, situated in the County of Ada, and State of Idaho, more particularly described on Exhibit A attached hereto, together with the appurtenances, and all the estate, title, and interest of the said Grantor therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever.

[signature page to follow]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year above written.

THE SINCLAIR COMPANIES,
a Wyoming corporation

By: S. Holding
Stephen E. Holding, President

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12th day of August, 2009, by Stephen E. Holding, the President of The Sinclair Companies, a Wyoming corporation.

Trudy G. Case
Notary Public

My Commission expires:
May 9, 2012

TRUDY G. CASE
NOTARY PUBLIC - STATE OF UTAH
550 EAST SOUTH TEMPLE
SALT LAKE CITY, UT 84102
My Comm. Exp. 05/09/2012

EXHIBIT A

Certain real property situated in Ada County, Idaho and more particularly described as follows:

PARCEL A
A tract of land in Block 20 of SCOTT'S THIRD SUBDIVISION, according to the official plat thereof, filed in Book 2 of Plats at Page 58, records of Ada County, Idaho, being more particularly described as follows:

Beginning at a brass cap near the intersection of North Curtis Road and Emerald Street, being the quarter corner common to Sections 7 and 8, Township 3 North, Range 2 East, Boise Meridian; thence
South 0°02'00" East, 37.55 feet; thence
South 89°56'00" East along the centerline of Emerald Street 582.40 feet; thence
South 0°02'00" East, 25 feet to a point on the South line of Emerald Street, being the REAL POINT OF BEGINNING; thence
South 0°02'00" East, 215.29 feet; thence
South 89°56'00" East, 200 feet; thence
North 0°02'00" West, 215.29 feet; thence
North 89°56'00" West along the South line of Emerald Street 200 feet to the REAL POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM that portion of said property conveyed to Ada County Highway District, by Warranty Deed recorded August 13, 1976, as Instrument No. 7632201, Official Records of Ada County, Idaho.

PARCEL B
A tract of land in Block 20 of SCOTT'S THIRD SUBDIVISION, according to the official plat thereof, filed in Book 2 of Plats at Page 58, records of Ada County, Idaho, being more particularly described as follows:

Beginning at a brass cap near the intersection of North Curtis Road and Emerald Street, being the quarter corner common to Sections 7 and 8, Township 3 North, Range 2 East, Boise Meridian; thence
South 0°02'00" East, 37.55 feet; thence
South 89°56'00" East along the centerline of Emerald Street 582.40 feet; thence
South 0°02'00" East, 25.00 feet to a point on the South line of Emerald Street; thence
South 89°56'00" East along the South line of Emerald Street 200.00 feet to a point being the REAL POINT OF BEGINNING; thence
South 0°02'00" East, 215.29 feet; thence
South 89°56'00" East, 200.00 feet; thence
North 0°02'00" West, 215.29 feet; thence
North 89°56'00" West along the South line of Emerald Street 200.00 feet to the REAL POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM that portion conveyed to Ada County Highway District by Warranty Deed recorded June 23, 1976 as Instrument No. 7624291, Official Records of Ada County, Idaho.

PARCEL D

Part of Section 8, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 7, 8, 17 and 18, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence
North 0°02' West along the section line 1129.84 feet to a point of intersection of said section line with the Northerly boundary of the Union Pacific Railroad right-of-way (spur); thence
North 41°32', East along said right-of-way 490.80 feet to a stake tack set in a lead plug which is set in a steel post foundation, the REAL PLACE OF BEGINNING; thence
North 0°02' West, 603.40 feet; thence
North 89°45' West, 300.65 feet to a point on the East side of Curtis Road; thence
North 0°02' West along the East side of Curtis Road 496.39 feet to a 3/4 inch bolt on the South side of Emerald Street; thence
South 89°56' East along the South side of Emerald Street 130.56 feet to a 3/4 inch bolt; thence
South 52°18' East along the Westerly bank of the Rust Lateral Canal 191.36 feet to a 3/4 inch bolt; thence
South 70°09' East along the Westerly bank of the Rust Lateral Canal 290.40 feet to a 3/4 inch bolt; thence
North 0°02' West, 215.29 feet to a point on the South side of Emerald Street; thence
South 89°56' East along the South side of Emerald Street 670.38 feet to a 3/4 inch bolt; thence
South 23°45' West, 122.80 feet to a 3/4 inch bolt on the Northerly boundary of the Union Pacific Railroad right-of-way (spur); thence
South 41°32' West along said right-of-way 1319.07 feet to the PLACE OF BEGINNING.

LESS AND EXCEPTING a tract of land in Block 20 of SCOTT'S THIRD SUBDIVISION, according to the official plat thereof, filed in Book 2 of Plats at Page 58, records of Ada County, Idaho, being more particularly described as follows:

Beginning at a brass cap near the intersection of North Curtis Road and Emerald Street, being the quarter corner common to Sections 7 and 8, Township 3 North, Range 2 East, Boise Meridian; thence
South 0°02'00" East, 37.55 feet; thence
South 89°56'00" East along the centerline of Emerald Street 582.40 feet; thence
South 0°02'00" East, 25.00 feet to a point on the South line of Emerald Street being the REAL POINT OF BEGINNING; thence
South 0°02'00" East, 215.29 feet; thence
South 89°56'00" East, 529.81 feet to the Union Pacific Railroad right-of-way; thence
North 41°32'00" East along the Northerly boundary of said railroad right-of-way 137.23 feet; thence
North 23°45'00" East, 122.80 feet; thence
North 89°56'00" West along the South line of Emerald Street 670.38 feet to the REAL POINT OF BEGINNING.

LESS AND EXCEPT that portion conveyed to Ada County Highway District by Warranty Deed recorded 9-23-76 as **Instrument** No. 7637923.

ALSO LESS AND EXCEPTING THEREFROM that portion of said property conveyed to Ada County Highway District, by Warranty Deed recorded June 14, 1984 as Instrument No. 8429647 re-recorded July 24, 1984 as Instrument No. 8436666, Official Records of Ada County, Idaho.

ALSO LESS AND EXCEPTING THEREFROM that portion of said property conveyed to Ada County Highway District, by Warranty Deed recorded February 14, 1989 as Instrument No. 8906576, Official Records of Ada County, Idaho.

STATE OF IDAHO, COUNTY OF ADA, ss.

I, Christopher D. Rich, Recorder for Ada County, do hereby certify that the Annexed is a full, true and correct copy of Inst. No. 109126044
as it appears on record in Book _____ of _____
_____ at Page _____, Records of Ada County, State of Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this
26th day of Sept 20 B

Christopher D. Rich, Recorder
By _____, Deputy

KC01DOCS\964492.1

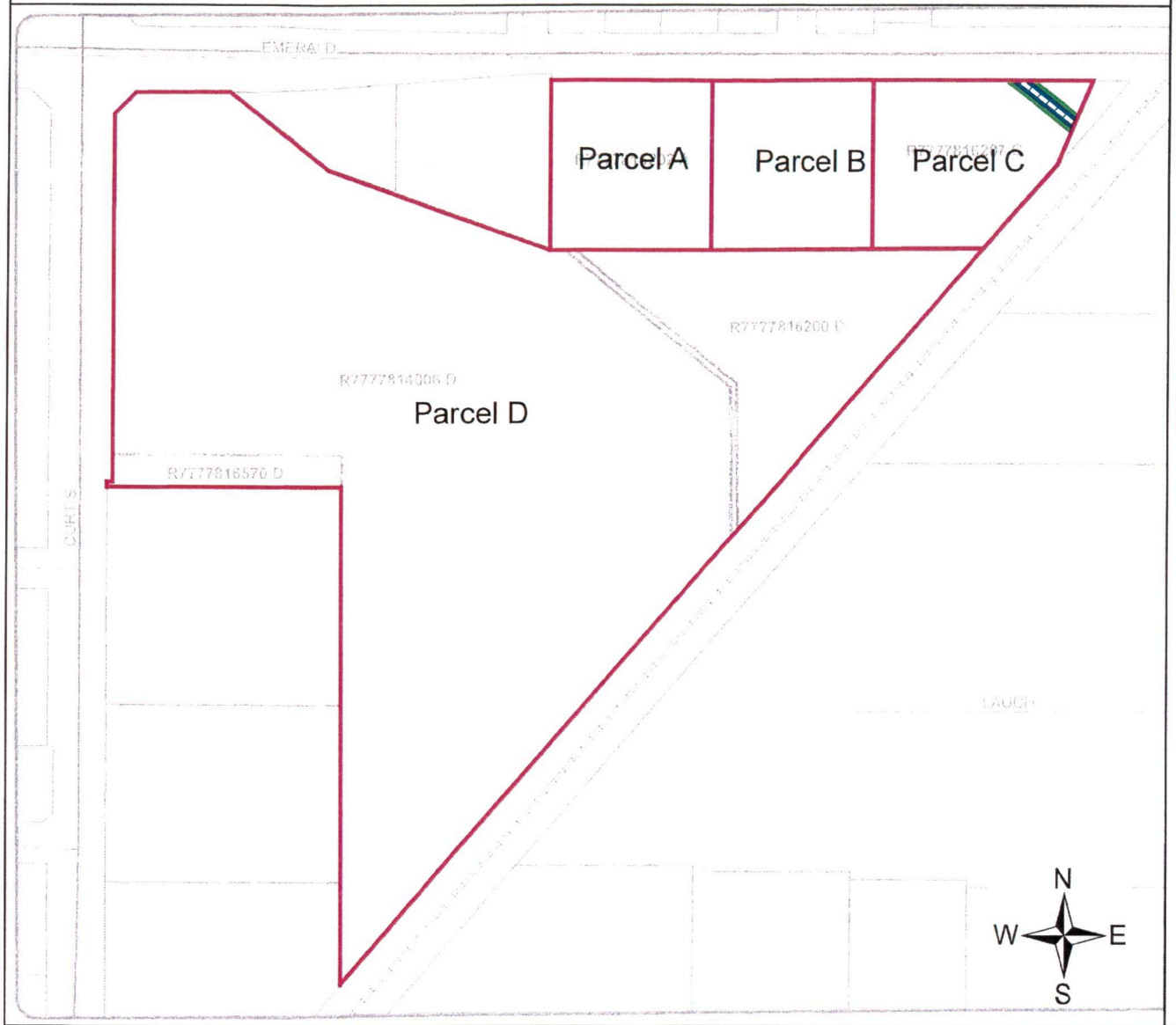
SCHEDULE B

SITE MAP & RESTRICTED AREA

First American Title Company

Reference No.: 629780

County: Ada



Plotted Easements

Legend

- Parcel A
- Parcel B
- Parcel C
- Parcel D
- #7637923 (Storm Drain)
- #7637923 (Temporary Construction)

Tax ID: Please Refer to Commitment for the List of APN's

Short Legal: A Portion of County of Ada

Map Not To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Source: Ada County

N

TETRA TECH

Restricted Use Area

Figure 1
Site Boundary and Restricted Area Map
Ada County Parcel R7777814006
Sinclair Boise Products Terminal
Boise, ID

IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

November 7, 2018

Maureen McGraw, Ph.D., PE
Senior Hydrologist/Civil Engineer
Tetra Tech | Complex World, Clear Solutions™
3380 Americana Terrace, Suite 201
Boise, ID 83706

RE: Proposed Use Restriction Area Survey
Boise Products Terminal
712 N. Curtis Rd.
Boise, ID

Dear Maureen:

As requested, Idaho Survey Group used our Leica GPS survey equipment to take measurements at the 4 corners of the proposed "Restricted Use Area" at the Boise Products Terminal. This survey was performed on November 11, 2018. The results of our survey are listed below in US Survey feet, Idaho West Zone State Plane coordinates, NAD'83 latitude and longitude, and the elevation datum is NAVD'88.

PNT #	NORTHING	EASTING	ELEV.	DESC.	NAD'83 LATITUDE	NAD'83 LONGITUDE
5000	708838.69	2491691.66	2721.44	NWC	43° 36' 38.26220" N	116° 15' 07.54121" W
5001	708629.59	2491687.81	2722.28	SWC	43° 36' 36.19678" N	116° 15' 07.57639" W
5004	708842.19	2491774.84	2719.41	NEC	43° 36' 38.30169" N	116° 15' 06.41085" W
5005	708630.69	2491774.43	2719.43	SEC	43° 36' 36.21286" N	116° 15' 06.39900" W

Thank you for the opportunity to work with you on this project.

Sincerely,

David Riley

David Riley
Manager-Principal

SCHEDULE C

SOIL MANAGEMENT PLAN

Introduction

This document presents a Soil Management Plan (SMP) to fulfill the Idaho Department of Environmental Quality (DEQ) requirement for a portion of the property located at 712 North Curtis Road in Boise, Idaho. The purpose of the SMP is to have an established plan in-place so that if petroleum contaminated soil (PCS) is encountered during excavation activities, personnel associated with the project can manage it accordingly.

The Boise Tank Farm is an active petroleum storage facility (Facility) owned by Sinclair Transportation Company. In January 2013, an accidental surface release of gasoline occurred at the site that impacted soil and groundwater. Extensive remediation has been conducted at the site that has included soil excavation, operation of a soil vapor extraction system, air sparging, and hydraulic control and treatment of impacted groundwater with a pump/treat system (air stripper). The remediation efforts were successful. Although extensive soil excavation was performed, it is possible that residual petroleum affected soil could exist in areas that were difficult to excavate, within a designated portion of the Facility. Such areas would include under pipe racks or at the edges of existing bulk storage tanks.

Remediation of the Site was conducted through an agreement between DEQ and Sinclair (Consent Order). Since cleanup objectives have been met and any remaining on-site risk can be managed, Sinclair is pursuing closure of the Consent Order through an Environmental Covenant (EC). The EC includes provisions to help prevent risk to potential receptors, such as limiting certain land uses in the Restricted Area and implementing an SMP for on-site workers near the former release site. Figure 1 in Schedule B shows the Facility and the outline of the Restricted Area. A report from a licensed surveyor that lists the coordinates of the four corners of the Restricted Area is also included in Schedule B.

This SMP includes basic procedures that Sinclair personnel or contractors can follow to identify, manage, stock pile, sample, and properly dispose of PCS if encountered. This SMP includes Health and Safety and Best Management Practices (BMPs) that can be utilized based on project specific requirements. This document will be included as an appendix of the Environmental Covenant.

Worker Safety

Personnel assigned to the Facility receive HAZWOPER training and are familiar with working around petroleum materials. Most of the affected soil associated with the release was removed from the site. However, if petroleum affected soil is encountered in the Restricted Area, precautions are to be taken by on-site workers, as described herein. If excavation is anticipated to be performed in affected soil, preparations are to be made before subsurface work or digging in the restricted area occurs, to protect worker health and prevent down time of onsite activities. In that case, a site-specific safety and health plan (SSHP) is to be prepared to inform the site workers of the potential hazards associated with the petroleum affected soil and other associated potential hazards. The plan is to include the following items at a minimum:

- A description of the work to be performed;
- The potential chemical and physical hazards;
- Locating and avoiding subsurface infrastructure;
- Information on the effects and potential routes of exposure to PCS;
- Worker training requirements, for example HAZWOPER and first aid;

- Emergency contact information (for Sinclair, the contractor, and emergency medical services);
- Procedures to follow in the event of an emergency or unplanned event. Procedures will include spill response measures, contacting emergency responders, and emergency site evacuation;
- Monitoring to assess potential exposure to volatile petroleum compounds; and
- Personal protective equipment.

Sinclair may add additional requirements, at its discretion, including permits and monitoring, depending on the type of work being conducted.

The physical setting of the Restricted Area should also be considered during the planning stage. The restricted area is located within the bulk petroleum storage area and is surrounded by a containment berm that is approximately six feet high. Petroleum vapors are heavier than air and will tend to accumulate near the ground surface or accumulate in excavations or trenches. The presence of the containment berm may tend to slow the dispersion of petroleum vapors from the work area. The berm also tends to hide the work area from the surrounding area, which should also be considered since the property is fenced with an electronic security gate to prevent unauthorized access to the tank farm. Therefore, arrangements should be made to provide first responders with access to the site in the event of an emergency,

PCS Identification

PCS is typically identified by the presence of a petroleum odor, free product, staining, or a combination. A photoionization detector (PID) or equivalent may be used in the field to screen for the presence of volatile organic compounds at the site. Free product would be residual gasoline in the soil that has not drained. The appearance of soil staining may or may not represent petroleum products at the site because of the potential for natural staining and degradation of organic material. Staining associated with old petroleum contamination may appear greenish, but can also be brown or black. If there is still a question about whether PCS is encountered after field screening, a soil sample can be collected for laboratory analysis.

Management of PCS

If unanticipated PCS is encountered while work is occurring in the restricted area, work is to cease, and prompt notification made to the Terminal Manager or his specified designee. The terminal manager may then then contact Sinclair environmental and safety personnel for support with follow-up actions.

Such follow-up is to evaluate worker safety as a primary consideration. Other factors to consider before allowing the work to continue include:

- If PCS will need to be removed from the subsurface, the procedures to stockpile, characterize, and treat or dispose of the soil described below will need to be followed;
- The adequacy of monitoring equipment to survey the atmosphere in the work area;
- If the workers are sufficiently trained to recognize the hazards;
- An evaluation of the adequacy of the current level of personal protective equipment;
- Other items that are deemed significant depending on the work being conducted.

Excavation, Stockpiling and Disposal Logistics

The following elements should to be considered when the excavation of PCS is to be performed, and used to develop a plan for proceeding with work within the restricted area.

- Excavation or management of PCS is to be performed by personnel with appropriate training.
- Select location to stockpile PCS soil that considers how excavated soil will be managed to avoid:
    - Critical infrastructure (e.g. distribution lines),
    - Monitoring wells,
    - Low lying areas where water may collect,
    - Protects surface water (e.g. irrigation canal),
    - Need for security fence if outside fenced Facility, and
    - Safe access in and out of the area.
- Evaluate path from excavation area to stockpiling location, including:
    - Are the surfaces paved or dirt?
    - Are the driving services appropriate for the equipment being used?
    - What are the current and forecasted weather conditions?
    - Is dust control necessary?
    - Is there potential to track soil or mud out of the area on the wheels of the trucks? Onto main roads? Is a cleaning area needed before the trucks exit the main gate?
- PCS soils generated by excavation are to be properly managed on-site by doing the following:
    - Place PCS on plastic tarps or equivalent,
    - Construct a one-foot high berm around the stock piled soil to prevent stormwater run-on/run-off, and
    - Tarp stockpiles in the event of a precipitation event or high winds.
- Determine permitted disposal facility options for PCS, which may include:
    - PCS treatment facility,
    - Disposal facility, and/or
    - Landfill.
- Determine characterization requirements for the disposal facility selected, which may include analysis of:
    - Total petroleum hydrocarbons (TPH),
    - Volatile organic compounds (VOC),
    - Flammability/ignitability,
    - RCRA metals, and/or
    - Moisture content.
- Determine laboratory to conduct analysis of PCS and turnaround time required for the analysis.
- Determine the number of samples required per volume of soil and method (e.g. discrete versus composite).
- Determine type and quantity of clean soil that will be required to backfill the excavation. PCS may not be used for backfilling.

- Nuisance dust and odors may need to be controlled, which may include:
    - Reviewing the weather before activities commence,
    - Evaluating the wind direction on potential receptors,
    - Using water for dust control when conditions are dry,
    - Scheduling work to minimize impacts,
    - Working in sections,
    - Monitoring vapors with a photoionization detector or equivalent to evaluate when odors may be a problem,
    - Placing PCS soil in trucks or covered piles as qui9ckly as possible, and/or
    - Chemical foam to seal the odor in the soil piles.

Regulatory Notifications

The Idaho Department of Environmental Quality is to be notified if PCS is encountered associated with the release, and a decision is made to excavate the soil. This notification will be made by Sinclair corporate personnel, and will be made via telephone to Derek Young, the DEQ Voluntary Cleanup Program Manager at 208-373-0525. Mr. Young's complete contact information is:

Derek Young
Idaho DEQ Voluntary Cleanup Program Manager
1410 North Hilton, Boise, ID 83706
derek.young@deq.idaho.gov