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Instrument # 1762477
Bonneville County, Idaho Falls, Idaho
02/15/2024 03:31:56 PM No. of Pages: 12
Recorded for: RUBIK ENVIRONMENTAL INC
Penny Manning Fee: \$43.00
Ex-Officio Recorder Deputy _____
Index to: AGREEMENT *dm*

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

Parkland USA Corporation, GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Parkland USA Corporation is the GRANTEE.

This instrument is an Environmental Covenant (“Environmental Covenant”) executed by Parkland USA Corporation, (“Parkland”), 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. Parkland USA Corporation is a HOLDER as defined in Idaho Code § 55-3002(6). Nutrien Ag Solutions, Inc. (“Nutrien”) is also a HOLDER as defined in Idaho Code § 55-3002(6). Parkland, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property at 2144 West 65th South, County of Bonneville, State of Idaho, legally described as Parcel Numbers RP01N37E027023 and RP01N37E026787 (hereafter referred to as “the Property”). The Property is legally described in the attached Schedule A. The Property is depicted in the map attached as Schedule B.

Property Ownership. The Bonneville County Assessor identifies Conrad and Bischoff, LLC as the owner of the Property. Conrad and Bischoff, LLC is owned by Parkland, therefore Parkland owns the Property. Parkland 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 Parkland has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property was previously owned by Western Farm Service, Inc. (formerly Western Farmco, Inc.) and operated as an agricultural products distribution facility beginning in 1995. On August 16, 1996, Western Farm Service, Inc. entered into a Consent Order (“CO”) with the Department to address environmental contamination in soil

and groundwater at the fifteen (15) Western Farm Service, Inc. facilities in the State of Idaho, including the Property. Western Farm Service, Inc. later merged with Crop Production Services, Inc., which became Nutrien Ag Solutions, Inc. in 2018. Western Farm Service sold the Property to Conrad & Bischoff, Inc., a petroleum products company, in 2004. Conrad & Bischoff, Inc. was purchased by Parkland in 2020.

In accordance with the CO, Nutrien and its predecessors conducted site investigations and remediation of the Property under supervision of the Department. The Department has determined that environmental contamination in the soil from agricultural compounds has been adequately addressed. However, residual concentrations of nitrate in groundwater at on-Property monitoring wells exceed the maximum contaminant level (MCL) of ten (10) milligrams per liter.

This Environmental Covenant is required to prohibit the use of groundwater at the Property for potable purposes due to the residual nitrate concentrations exceeding the MCL.

Name and Location of Administrative Record. A copy of the project file, PARKLAND USA 6-GR-0140, Electronic Data Management System file number 2011BAZ7377, can be found at the Idaho Department Environmental Quality Idaho Falls Regional Office located at 900 N. Skyline Dr. in Idaho Falls, Idaho.

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

1. There shall be no extraction of groundwater under the Property for any potable purpose, including, without limitation, drinking by animals or human beings. Groundwater may be extracted as part of an environmental investigation or remediation project or for non-potable use. Any current or future water well at the Property that is constructed for non-potable purposes requires signage indicating that the extracted water is non-potable according to the Operation and Maintenance Plan incorporated into this Declaration and attached as Schedule C. If a well is installed to extract groundwater, Parkland, or its successor in interest, shall comply with the Operation and Maintenance Plan. The Operation and Maintenance Plan may be modified upon mutual consent from the Department and Parkland, or its successor in interest, as provided in the Uniform Environmental Covenants Act, Idaho Code § 55-3010.

Breach and Cure of Activity and Use Limitations. Parkland, 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, Parkland, 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 Parkland, or any successors in interest, and the Department.

Amendment by Consent. This 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 this Environmental Covenant to a new holder is an amendment. The HOLDERS waive their right to sign the amendment as provided in Idaho Code § 55-3010(1)(c).

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. Parkland, 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:

The concentrations of nitrate in the overall groundwater beneath the Property are adequate for unrestricted use, as confirmed in writing by the Department.

Upon a request and demonstration of the record for termination of the Environment Covenant, the Department will take all reasonable steps to locate or identify HOLDERS to determine consent to terminate. If the Department finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence, the Holder waives their right to sign the termination as provided in Idaho Code § 55-3010.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of this Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. This Environmental Covenant or any amendment or termination shall be recorded by Parkland, 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, Parkland, 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 this recorded Environmental Covenant, or any amendment or termination, shall be provided by Parkland, or by its successors in interest, to the following persons: (a) each person that signed this Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Parkland, 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 this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Parkland, or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure of Parkland, 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, and/or any party to this Environmental Covenant to require that Parkland 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 Parkland, 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 for the purpose 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 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 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 address as a party, or its successors to this Environmental Covenant, may designate in a written notice given to the other parties to this Environmental Covenant. 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: Parkland USA Corporation
ATTN: General Manager PNW ROC
2251 N. Holmes Ave
Idaho Falls, ID 83401

HOLDER: Nutrien Ag Solutions, Inc.
ATTN: Legal Department
3005 Rocky Mountain Avenue
Loveland, CO 80538

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment and Compliance Bureau Chief
Waste Management and Remediation Division
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 this 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 this 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 Consent Order or other agreement relating to remediation of the Property entered into between the Department and Parkland USA Corporation, or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Parkland, or any other responsible party under such consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments
Accepted:

Property Owner: Parkland USA Corporation

Signature: 
Printed Name: TRENT EDWARDS
Title: GENERAL MANAGER
Date: 1-3-24

State of Idaho, county of, ss.

On this 3 day of January, in the year 2024, before me, a Notary Public in and for said County and State, personally appeared Trent Edwards known or identified to me to be the General Manager that executed this Environmental Covenant, 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 Idaho: Jared Stubbs
Residing at: Lindber, Utah
Commission Expires: 7/19/27



Signature and Acknowledgments
Accepted:

Holder: Nutrien Ag Solutions, Inc.

Signature:

Printed Name:

Title:

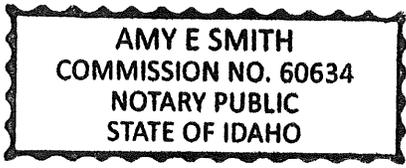
Date:

Jeremy Jensen
Div. Mgr.
11/10/2023

State of Idaho, county of Jerome, ss.

On this 10th day of November in the year 2023, before me, a Notary Public in and for said County and State, personally appeared Jeremy Jensen, known or identified to me to be the Division Manager/Company Rep. that executed this Environmental Covenant, 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 Idaho: Amy E. Smith
Residing at: Jerome, ID
Commission Expires: 11/15/2024

SCHEDULE A

SCHEDULE A

Property Description

BONNEVILLE COUNTY, STATE OF IDAHO

TRACT 1:

Beginning at a point which is North 89°37'45" West 1174.61 feet along the Section line and North 29°30' East 649.03 feet along the Southeasterly right of way line of the Union Pacific Railroad, from the Southeast corner of the SW 1/4 of Section 2, Township 1 North, Range 37 East of the Boise Meridian; thence North 29°30' East along said right of way line 600.00 feet; thence South 60°30' East 350.00 feet; thence South 29°30' West 1014.31 feet to the Northerly right of way line of York Road; thence North 89°37'45" West 34.34 feet; thence North 29°30' East 431.03 feet; thence North 60°30' West 320 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 433237, records of Bonneville County, Idaho.

TRACT 2:

Beginning at a point that is N89°37'45" W 1174.61 feet along the Section line from the South Quarter Corner of Section 2, Township 1 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N29°30'00" E 649.03 feet; thence S60°30'00" E 320.00 feet; thence 29°30'00" W 470.70 feet; thence N89°37'45" W 366.34 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 456873, records of Bonneville County, Idaho.
- b. That certain property conveyed to the State of Idaho for roadway purposes by that certain Corporation Warranty Deed recorded as Instrument No. 1045832, records of Bonneville County, Idaho.

SCHEDULE B

SCHEDULE C

OPERATION AND MAINTENANCE PLAN

Use of groundwater from beneath the Property has been restricted to non-potable uses only due to concentrations of nitrate in the groundwater exceeding the MCL. Groundwater may be used for non-potable purposes only if the provisions contained in this operation and maintenance (O&M) plan are implemented.

The Property Owner shall ensure that any well installed on the Property for extraction of groundwater is clearly labeled at the well head (either on the well itself or on the structure or cap enclosing the well head) and that water from the well is intended for non-potable use only. An example of an OSHA-format non-potable water sign is provided on the following page for reference.

In addition to signage at the well head, any location where access to water from the well is provided should also contain the same signage. This includes, but is not limited to, interior and exterior water spigots, hose bibs, faucets, sinks, etc.

All non-potable signage must be posted at any existing non-potable well and access points and at the time of installation of a new well and/or well water access point. The signage must be maintained until the well is decommissioned.

The Property Owner shall provide written notification to the Idaho Department of Environmental Quality prior to the installation of any well on the Property:

Idaho Department of Environmental Quality
ATTN: Assessment and Compliance Bureau Chief
Waste Management and Remediation Division
1410 N. Hilton
Boise, ID 83706

NOTICE



**NON-POTABLE
WATER
DO NOT DRINK**