

Recording Requested By and
When Recorded Return to:

Bi-Mart Corporation
Attn: Dan Chin
220 S. Seneca Road
Eugene, OR 97402

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 the **GRANTOR**, Bi-Mart Corporation (Bi-Mart) a California corporation and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Bi-Mart, as the current property owner, grants this Environmental Covenant to the Department. 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 Department is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code §55-3008, the Department is the **GRANTEE**.

Property. This Environmental Covenant concerns real property identified by parcel number RP06N01W181360 located at 179 W Highway 52, Emmett, Idaho, as a tract of land in the SW1/4 NE1/4 and the NW1/4 NE1/4 of Section 18, Township 6 North Range 1 West of the Boise Meridian in Gem County and legally described in Attachment A (hereafter referred to as "the Property"). The activity and use limitation described in this Environmental Covenant only impact a portion of the property described as the Restricted Area of the Property and designated in Attachment B (Restricted Area).

Property Ownership. Bi-Mart 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 Bi-Mart has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above consists of one building, parking lot, and vacant land to the north and the south comprising a total of 14.9 acres. A property located at a hydrogeological up-gradient location, the former Jarmin's Sinclair, operated as retail fuel dispensing and automobile repair facility. In 1992 gasoline was observed in utility excavations along the highway. Investigations indicated that the source of the release was product dispensing lines at the former Jarmin's Sinclair site. Site investigations indicated on-site and off-site soil and groundwater impacts. After remediation activities were conducted at the former Jarmin's Sinclair site, residual levels of benzene remain in the ground water below the Restricted Area of the

Property and are above risk based health standards on the Bi-Mart property. Therefore, as an abundance of caution future use of groundwater from beneath the Restricted Area of the Bi-Mart Property will be restricted to protect human health and the environment.

Name and Location of Administrative Record. A copy of the former Jarmin's Sinclair administrative record can be found at the DEQ Boise Regional Office, 1445 N. Orchard Boise, ID 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Bi-Mart, and any successors in interest, are hereby restricted from using the restricted area of the Property designated in Attachment B (Restricted Area), now or at any time in the future, as specifically set forth below:

There shall be no extraction of ground water under the Restricted Area of the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use. Ground water may be extracted as part of an environmental investigation or remediation project.

Breach and Cure of Activity and Use Limitations. Bi-Mart, or its successors in interest, shall be responsible for demonstrating that use on the Restricted Area of 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, Bi-Mart 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 Bi-Mart or any successors in interest, and the 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 Area 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. Bi-Mart, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Restricted Area of the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated groundwater is at levels the Department deems in writing to be adequate for the Restricted Area of 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 Restricted Area 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 Restricted Area of the 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 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 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 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 this Environmental Covenant shall be recorded in the County Recorder's Office of the county in which the Property subject to this Environmental Covenant is located. The owner of the Property shall record this Environmental Covenant, and any amendment or termination thereof, within ten (10) days following receipt of the Department's signature hereon. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, the owner of the Property 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 thereof, 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 the owner of the Property 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 this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Bi-Mart, 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 to the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the owner of the Property and any other person using the Restricted Area of the Property. Failure of the owner or any other user of the Restricted Area of the Property 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 owner or user of the Restricted Area of the Property 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 user of the Property 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 Bi-Mart, 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.

Bi-Mart:

ATTN: Dan Chin, Senior VP and CFO
220 S. Seneca Road.
Eugene, OR 97402

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment & Compliance Unit 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.

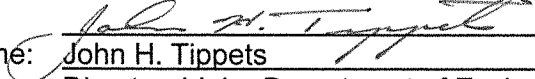
Idaho Code References. All references to the Idaho Code sections include successor provisions.

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. 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:

Idaho Department of Environmental Quality

Signature: 
Printed Name: John H. Tippet
Title: Director, Idaho Department of Environmental Quality
Date: 12/19/17

State of Idaho)
) ss.
County of Ada)

On this 19 day of December, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John H. Tippet, 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.



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

Signature and Acknowledgments

Accepted:

Bi-Mart Corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

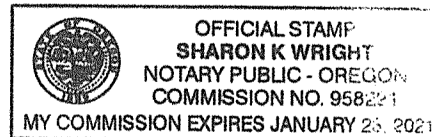
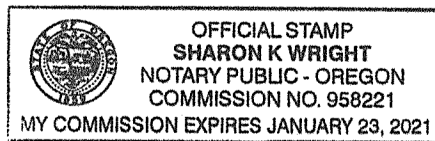
Dan Chin
DAN CHIN
SVP & CFO
12-6-2017

State of Oregon, county of Lane, ss.

On this 6th day of December, in the year 2017, before me, a Notary Public in and for said County and State, Dan Chin Lane Co, OR personally appeared Dan Chin, known or identified to me to be the SVP & CFO of Bi-Mart Corporation that executed this Environmental Covenant, and acknowledged to me that Bi-Mart 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 Oregon: Sharon K. Wright
Residing at: Eugene
Commission Expires: 1-23-2021



Signature and Acknowledgments

Accepted:

Coyote Investments, LLC

Signature: Laura Hansen

Printed Name: Laura Hansen

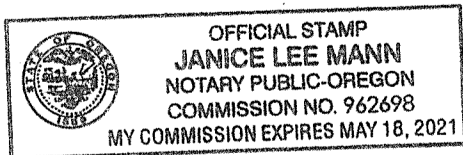
Title: Manager

Date: 1-5-18

State of OR, County of GACKAMAS

On this 5 of January, in the year 20148, before me, JANICE LEE MANN
a Notary Public in and for said County and State, personal appeared
LAURA HANSEN, known or identified to me to be the Manager of
Coyote Investment LLC. that executed this Environmental Covenant, and acknowledged to me that
Coyote Investments Inc. 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 Janice Lee Mann
Residing at 11902 OR
Commission Expires 5-18-2021

Attachment A

A tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho, and is more particularly described as follow:

BEGINNING at the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 0°04'08" East along the West boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 329.41 feet: to the Real Point of Beginning; thence continue North 0°04'08" East along the West boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 1004.14 feet to a point on the Southerly right of way boundary of State Highway 52, which point is 15.00 feet Northerly of the Northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 89°23'42" East along said Southerly right of way boundary which is parallel with the North boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 684.50 feet to a point which is 40.00 feet Westerly of the centerline of Washington Avenue; thence South 0°07'42" East along a line parallel with and 40.00 feet Westerly of said centerline of Washington Avenue, a distance of 1004.56 feet; thence North 89°21'47" West along a line parallel with the South boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 688.07 feet to the POINT OF BEGINNING.


EXCEPT that portion described as follows:

A parcel of land as evidenced by the Warranty Deed recorded as Instrument No. 185730 of the records on file in the office of Gem County Recorder, Gem County, Idaho, said parcel being in a portion of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 6 North, Range 1 West, B.M., Gem County, Idaho and said parcel of land being more particularly described as follows:

COMMENCING from the Northwest corner of the Commercial Subdivision as recorded in Book 2 at Page 28 of the plat records on file in said office of Gem County Recorder, thence South 00°10'06" East, on the West line of said Subdivision, a distance of 19.75 feet to the POINT OF BEGINNING; thence South 00°10'06" East, on said West line, a distance of 237.01 feet; thence North 89°30'19" West, leaving said West line, a distance of 156.08 feet, thence North 00°08'09" West, a distance of 257.06 feet to a point on the South right of way line of State Highway No. 52; thence South 89°23'42" East, on said right of way line, a distance of 136.14 feet to the beginning of a curve to the right, having a radius of 20.00 feet and being subtended by a chord which bears South 44°46'54" East, a distance of 28.12 feet; thence Southeasterly on said curve, a distance 31.18 feet to the POINT OF BEGINNING.

Bi-Mart
Restricted Area outlined in Red

Legend

 Restricted Area

