

Recording Requested By and
When Recorded Return to:

NO. 576056
AT THE REQUEST OF
KARIL GRAY
DATE & HOUR
12-4-15 9:30
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 37.00 BY: [Signature]

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 Graystone Farms LLC, ("Graystone Farms"), 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. Graystone Farms is a "holder" as defined in Idaho Code § 55-3002(6). Graystone Farms, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property 1320 Four Mile Rd, Viola County of Latah, State of Idaho. (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The restricted area is in the attached Schedule B.

Property Ownership. Graystone Farms 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 Graystone Farms has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used to operate a farm building, becoming contaminated with petroleum chemicals of concern. This Environmental Covenant is required because the site assessment conducted by DEQ indicated residual concentrations of petroleum chemicals of concern in soil and groundwater underlying the Property remaining after the property owner conducted source removal. 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.

Location of Administrative Record. A copy of the NAME OF THE DEQ FILE FOR THIS SITE can be found at the DEQ Lewiston Regional Office, 1118 "F" St. Lewiston, ID 83501.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Graystone Farms, 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 ground water under, the Property 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. There shall be no excavation of soil any deeper than 4 (four) feet without previous DEQ notification to address the possible exposure of contaminated soils.

Breach and Cure of Activity and Use Limitations Graystone Farms, 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 current property 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 current property 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. Graystone Farms, 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 Graystone Farms, 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, Graystone Farms, 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 Graystone Farms, 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. The current property 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 Graystone Farms or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Graystone Farms, 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 current property 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 Graystone Farms 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 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: Graystone Farms LLC
1042 Four Mile Road
Viola, ID 83872

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

Signature and Acknowledgments

Accepted:

Idaho Department of Environmental Quality

Signature:

Bary N. Bunnell for

Printed Name:

John H. Tippets

Title:

Director, Idaho Department of Environmental Quality

Date:

State of Idaho

)

) ss.

County of Ada

)

On this 1ST day of Dec, in the year 2015, 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.



Notary Public for Idaho:

Rosie M. Alonzo

Residing at:

Dampan, ID

Commission Expires:

11/21/20

Signature and Acknowledgments

Accepted:

Property Owner: Graystone Farms, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Karil M. Gray
KARIL M. GRAY
SOLE MEMBER
11/23/2015

State of Idaho, county of Latah, ss.

On this 23rd day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Karil Gray, known or identified to me to be a member of Graystone Farms LLC, that executed this Environmental Covenant, and acknowledged to me that Graystone Farms LLC 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: _____

Residing at: _____

Commission Expires: _____

Kelly M. Smith
Moscov, Latah
6/11/2020

Schedule A

576056

Dx

485755

AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
DATE & HOUR
5:29 PM 3/2/04
SUSAN PETERSEN
LATAH COUNTY RECORDER

QUIT CLAIM DEED

FEE \$ 6.00 BY *[Signature]*

The Grantor KARIL GRAY, LLC, AN IDAHO LIMITED LIABILITY COMPANY
for and in consideration of the sum of One Dollar (\$1.00) and other
valuable considerations, in hand paid, do hereby remise, release and
quit claim unto

Graystone Farms LLC

1042 Four Mile Road
Viola, Idaho 83872

the following described real estate situated in Latah County, Idaho:

Description as shown on Continued Schedule A attached.

Dated this 26th of March, 2004

KARIL GRAY, LLC an Idaho Limited Liability Company

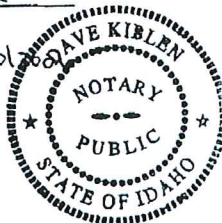
[Signature]
KARIL GRAY, member

STATE OF IDAHO)
COUNTY OF LATAH) ss.

On this 26 of March, 2004, before me, the undersigned, a
Notary Public, in and for said state, personally appeared KARIL GRAY,
member for KARIL GRAY, LLC, known to me to be the person whose name
is subscribed to the foregoing instrument and acknowledged to me that
she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal
on the date last above written.

[Signature]
Notary Public for: Idaho
Residing at: Moscow
My commission expires: 7/20/2006



CERTIFIED COPY

Continued Schedule A

The land referred to in this policy is situated in the State of Idaho, County of Latah and is described as follows:

SECTION 6, TOWNSHIP 40 NORTH, RANGE 5, W.B.M.

Government Lots 3 and 4 and that portion of Government Lot 5 lying North of Four Mile Road.

EXCEPTING THEREFROM the East 100.90 feet of said Lot 5.

ALSO EXCEPTING those parcels of land in deeds recorded under Recorder's Fee Nos. 350192, 381529, 427423, 456515, 457284, 467570 and E. Gray Addition under Fee No. 467687, all records of Latah County, Idaho.

SECTION 1, TOWNSHIP 40 NORTH, RANGE 6, W.B.M.

A parcel of land in the SE1/4NE1/4 of said Section 1, described as follows: Beginning at the Northeast corner of said NE1/4; thence S. 89° 56' 00" W. 714.70 feet along the North line of said NE1/4 to a point on the Easterly right of way of State Highway 95; thence S. 21° 03' 00" W. 699.71 feet along said right of way to the TRUE POINT OF BEGINNING; thence leaving said right of way, S. 54° 32' 36" E. 320.17 feet; thence S. 37° 37' 54" W. 149.51 feet; thence S. 0° 52' 09" E. 136.15 feet; thence S. 1° 31' 59" W. 226.60 feet to a point on the South line of said NE1/4; thence N. 89° 55' 30" W. 421.92 feet to a point on the Easterly right of way of said State Highway 95; thence along said right of way, N. 21° 03' 00" E. 713.87 feet to the TRUE POINT OF BEGINNING.

ALSO the South 145.23 feet of Government Lot 7.

TOGETHER WITH a 35 foot wide access easement centered over the following described line: Beginning at the point of intersection of the South line of Viola Road and the West line of Government Lot 6; thence N. 89° 58' 56" E. 17.50 feet to the TRUE POINT OF BEGINNING; thence S. 0° 01' 04" W. along a line 17.50 feet East of and parallel to the West line of said Lots 6 and 7 to a point 145.23 feet North of the South line of said Lot 7 and the end of this easement.

SECTION 31, TOWNSHIP 41 NORTH, RANGE 5, W.B.M.

SE1/4SW1/4, EXCEPTING THEREFROM those parcels of land as recorded in deeds recorded under Recorder's Fee Nos. 456515 and 457284.

ALSO Tracts 2 and 3 of the E. Gray Addition to Latah County, as shown by the recorded plat thereof.



CERTIFIED COPY

I do hereby certify that the foregoing is a true copy of the original document on record in this office. Dated this 16 day of November 20 15

Henrienne K. Westberg
Exofficio Auditor & Recorder
Latah County, Idaho

C. Sohm Deputy

