

Recording Requested By and  
When Recorded Return to:

# ACCOMMODATION

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

Property. This Environmental Covenant concerns real property at 500 West Main St., Emmett, Idaho 83617, County of Gem, State of Idaho. (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. A map of the property is provided in Schedule B.

Property Ownership. EMERALD FOREST PRODUCTS, INC. 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 EMERALD FOREST PRODUCTS, INC. has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used by Boise Cascade Corporation to operate a lumber mill, becoming contaminated with petroleum hydrocarbons. On July 7, 2004, Boise Cascade Corporation entered into a Voluntary Remediation Agreement ("VRA") with the Department to remediate the Property. Boise Cascade Corporation implemented a voluntary remediation workplan ("WORKPLAN") on the Property. The Property was subsequently purchased by EMERALD FOREST PRODUCTS, INC. This Environmental Covenant is required because implementation of the WORKPLAN

Recording Requested By and  
When Recorded Return to:

<b>Recorded Electronically</b>	
ID. <u>280177</u>	
County <u>Gem</u>	
Date <u>1/13/11</u>	Time <u>4:23 pm</u>
Simplifile.com 800.460.5657	

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

RECEIVED

JAN 13 2011

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DEPT. OF ENVIRONMENTAL QUALITY  
WASTE PROGRAM

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resulted in residual concentrations of petroleum hydrocarbons in soil underlying the Property. These concentrations are above concentrations suitable for residential use of the property as determined by the Department. Therefore future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the Boise Cascade Emmett Voluntary Cleanup Program (VCP) file can be found at the Department of Environmental Quality, 1410 North Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, EMERALD FOREST PRODUCTS, INC., 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. The Property, and any portion thereof, may be used for commercial and industrial uses only. 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.
2. Any activity on the Property that may result in the release or exposure to the environment of petroleum hydrocarbon constituents that remain on the Property as part of the WORKPLAN is prohibited without prior written approval from the Department.

EMERALD FOREST PRODUCTS, INC., or its successors in interest, shall be solely responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. The Activity and Use Limitations are imposed due to conditions resulting from former uses of the E Property. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, EMERALD FOREST PRODUCTS, INC. 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 EMERALD FOREST PRODUCTS, INC. 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. EMERALD FOREST PRODUCTS, INC., 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:

1. the Property or any subdivided portion thereof is shown in a Department-approved document not to contain contaminated soils or groundwater; or
2. 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 EMERALD FOREST PRODUCTS, INC., 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, EMERALD FOREST PRODUCTS, INC., 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 EMERALD FOREST PRODUCTS, INC., 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. EMERALD FOREST PRODUCTS, INC., or 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 EMERALD FOREST PRODUCTS, INC. or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of EMERALD FOREST PRODUCTS, INC., or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, to file civil actions against the Owner as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the 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 EMERALD FOREST PRODUCTS, INC. 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: Mr. Richard Vinson, President  
Emerald Forest Products, Inc.  
P.O. Box 1539  
Thompson Falls, Montana 59873

THE DEPARTMENT: Idaho Department of Environmental Quality  
**ATTN:** Keith Donahue, 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 remediation agreement relating to remediation of the Property entered into between the Department and Boise Cascade Corporation or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Boise Cascade Corporation or any other responsible party under such voluntary remediation agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

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



## Accepted:

Signature:

Title: Director, Idaho Department of Environmental Quality

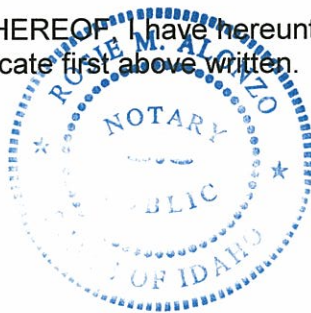
Date: 1/6/14

)

) SS.

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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, Idaho  
Commission Expires: 1/30/2015

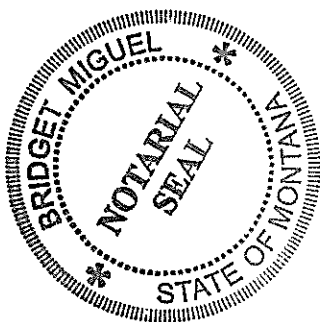
Signature and Acknowledgments  
Accepted:

Property Owner: Emerald Forest Products, Inc.

Signature: Richard Vinson  
Printed Name: Richard Vinson  
Title: President   
Date:

State of Montana )  
County of Sanders )ss.

On this 14 day of December, in the year 2010, before me, a Notary Public in and for said County and State, personally appeared Richard Vinson, known or identified to me to be the President of the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.



Notary Public Bridget Miguel  
Residing at Thompson Falls  
Commission Expires April, 14, 20



**SCHEDULE A   Legal Description of Emerald Forest Products, Inc. property at:  
500 West Main St. Emmett, Idaho 83617**

### **Tract I**

A portion of Government Lot 8 North of the Oregon Short Line Railroad Company Right-of-Way within Section 12, Township 6 North, Range 2 West, and a portion of Government Lot 3 North of the Oregon Short Line Railroad Company Right-of-Way within Section 7, Township 6 North, Range 1 West, Boise Meridian, Emmett, Gem County, Idaho, more particularly described as follows:

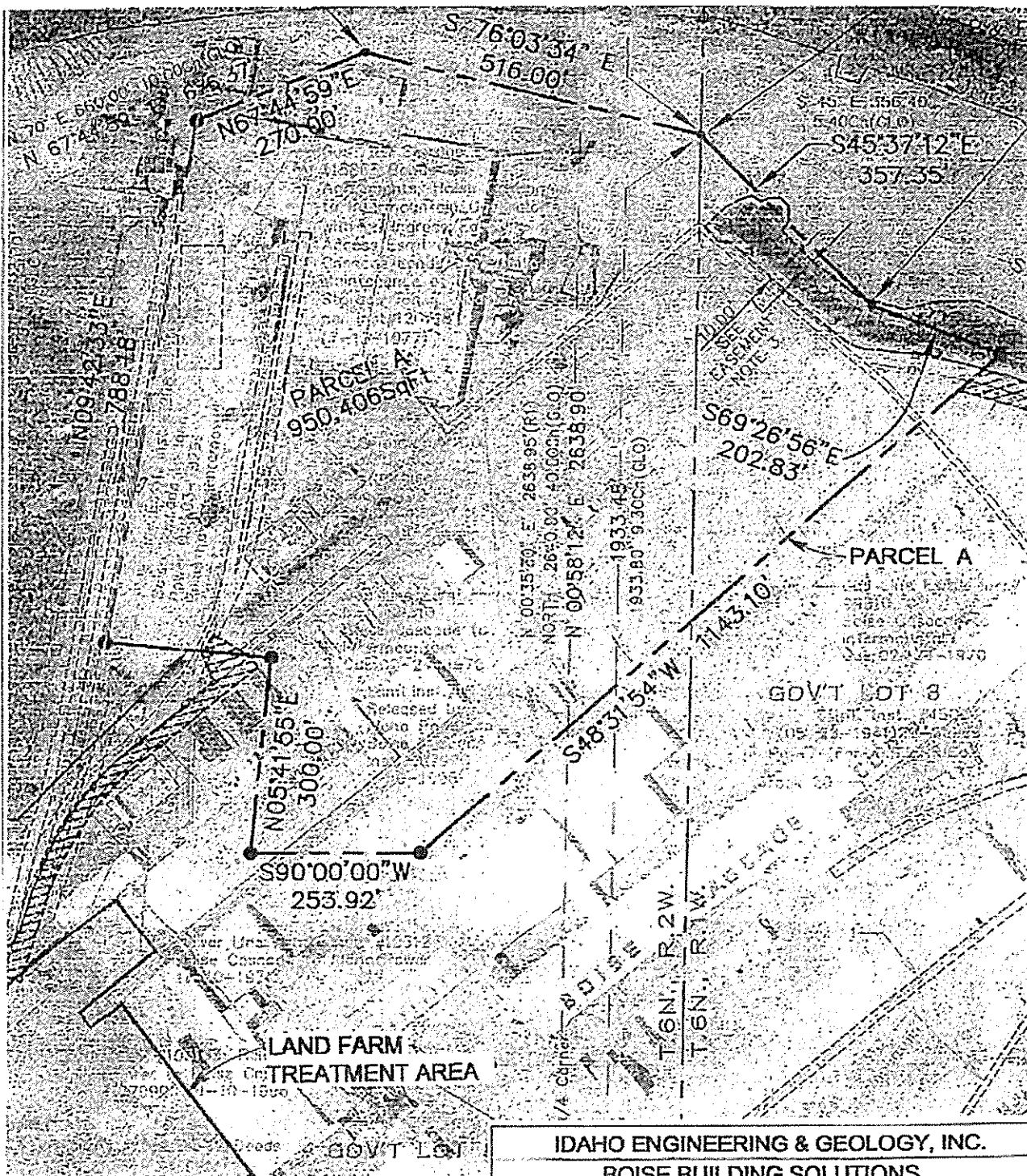
Beginning at a found 1/2 inch rebar with plastic cap stamped "FISCHER PLS 4108" at the 1/4 corner common to said Sections 12 and 7 from which a found brass cap monument at the South Section corner common to said Sections, bears South 00°32'34" West a distance of 2641.33 feet; thence along the section line common to said Sections 12 and 7 North 00°58'12" East a distance of 1933.48 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the TRUE POINT OF BEGINNING at a point on the Government Meander line of the left bank of the Payette River; thence along said Government Meander line of the left bank of the Payette River the following courses and distances: South 45°37'12" East a distance of 357.35 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; South 69°26'56" East a distance of 202.83 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence leaving said Government Meander line South 48°31'52" West a distance of 1143.09 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence South 90°00'00" West a distance of 253.92 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence North 05°41'55" East a distance of 300.00 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence North 84°18'05" West a distance of 249.51 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence North 09°42'33" East a distance of 788.18 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at a point on the said Government Meander line of the left bank of the Payette River; thence along said Government Meander line of the left bank of the Payette River North 67°44'59" East a distance of 270.00 feet to a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612"; thence continuing along said Government Meander line South 76°03'34" East a distance of 516.00 feet to the TRUE POINT OF BEGINNING.

**EXCEPT** for any manufactured home situated on the premises.

### **Tract II**

Ingress and egress easements as described in Access Easements recorded October 26, 2004, as Instrument Nos. 239663 and 239664, Official Records of Payette County, Idaho.

**SCHEDULE B            Map of Emerald Forest Products, Inc. property at:  
500 West Main St. Emmett, Idaho 83617**



IDAHO ENGINEERING & GEOLOGY, INC.

BOISE BUILDING SOLUTIONS  
FORMER PLYWOOD FACILITY  
EMMETT, IDAHO

PARCEL A  
RECORD AND SURVEY OF SITE

MARCH, 2004

FIGURE 1