



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

October 21, 2014

CLOVERDALE NURSERY & TURF FARM INC
2528 N CLOVERDALE RD
BOISE ID 83713

RE: Notice of Change in Water Right Ownership No. 65-593, 65-594, 65-597, 65-7884 and 65-8003

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership on February 12, 2013 for the above mentioned water rights. After reviewing the request, it was determined that additional deeds were needed to complete this change.

An email was sent on July 23, 2013, requesting the additional information. A copy of that email is attached for your benefit. As of the date of this letter, no additional information has been received.

The Department is returning Notice of Change in Water Right Ownership and the attachments. You may re-submit the application in the future with the required documentation. I have requested a refund which you should receive within 10 days under separate cover from the State Controller's office. If you have any questions regarding this matter, please call me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley". The signature is written in dark ink and is positioned above the printed name and title.

Jean Hersley
Technical Records Specialist II

Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 12 2013

DEV

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 65-593 ✓	Yes ☐	PD 65-7884 ✓	Yes ☐		Yes ☐
PD 65-594	Yes ☐		Yes ☐		Yes ☐
PD 65-595 ✓	Yes ☐		Yes ☐		Yes ☐
PD 65-8003	Yes ☐		Yes ☐		Yes ☐
PD 65-597 ✓	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Officemax Incorporated
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Cloverdale Nursery & Turf Farm, Inc
Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

2528 N. Cloverdale Rd.

Mailing address

Boise

City

ID

State

83713

ZIP

208-375-5262

Telephone

bcook@cloverdalenursery.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 3rd of January, 2013.

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature:

7 Cook
Signature of new owner/claimant

President
Title, if applicable

2-12-13
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by MS

Date 2/12/13

Receipt No. W040862

Receipt Amt. 150-

Approved by

Processed by

Date

SPECIAL WARRANTY DEED

This instrument was prepared by:

Dennis Radocha, Esq.
OfficeMax Incorporated
1111 West Jefferson Street
Suite 510
Boise, ID 83702

After recording mail to:

Cloverdale Nursery & Turf Farm, Inc.
Attn.: Terry Cook
2528 N. Cloverdale Rd.
Boise, ID 83713

Tax Parcel No. _____

For Recorder's Use Only

SPECIAL WARRANTY DEED

(Valley County, Idaho)

This **SPECIAL WARRANTY DEED**, made this 3rd day of January, 2013, from **OFFICEMAX INCORPORATED**, a Delaware corporation, successor-in-interest to Boise Cascade Corporation, having an address of 263 Shuman Boulevard Naperville, Illinois 60563 ("Grantor"), to **CLOVERDALE NURSERY & TURF FARM, INC.**, an Idaho corporation, having an address of 2528 N. Cloverdale Rd., Boise, Idaho 83713 ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, does hereby grant, bargain, sell, convey and confirm unto Grantee, and the heirs or successors and assigns of Grantee:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Valley County, State of Idaho, as further described on "Exhibit A" attached hereto and made a part hereof (the "Property");

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, and all access rights of Grantor in and to the Property (collectively, the "Access Rights"); and

TOGETHER with the hereditaments and appurtenances and all the estate and rights of Grantor in and to the Property, including, without limitation, timber rights, mineral rights and water rights (collectively, the "Property Rights");

This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.

SPECIAL WARRANTY DEED

This instrument was prepared by:

Dennis Radocha, Esq.
OfficeMax Incorporated
1111 West Jefferson Street
Suite 510
Boise, ID 83702

After recording mail to:

Cloverdale Nursery & Turf Farm, Inc.
Attn.: Terry Cook
2528 N. Cloverdale Rd.
Boise, ID 83713

Tax Parcel No. _____

Submitted by: AMERITITLE

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ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Valley County, State of Idaho, as further described on "Exhibit A" attached hereto and made a part hereof (the "Property");

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, and all access rights of Grantor in and to the Property (collectively, the "Access Rights"); and

TOGETHER with the hereditaments and appurtenances and all the estate and rights of Grantor in and to the Property, including, without limitation, timber rights, mineral rights and water rights (collectively, the "Property Rights");

SUBJECT to the Environmental Covenants attached hereto in Exhibit B, attached hereto; and

SUBJECT to taxes, assessments and other governmental charges not yet delinquent, and the following exceptions, none of which, individually or in the aggregate, materially impair the current use (or materially detract from the value as currently used) of either the Property, the Access Rights or the Property Rights: (i) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other Contracts, conditions, restrictions or other matters which would be shown by a current title report or other similar report or listing; (ii) any conditions or questions regarding boundary or meander liens that may be shown by a current survey, title report or physical inspection; (iii) zoning, building and other similar restrictions; and (iv) such encroachments, boundary line disputes, access restrictions or absence of access, adverse possession claims, easements, covenants, use restrictions, zoning restrictions and other third-party rights which are common to commercial properties (collectively, the "Permitted Exceptions").

GRANTOR hereby binds itself and its successors to warrant and forever defend the right and title unto Grantee, its assigns and successors, subject to the Permitted Exceptions, for all purposes, against the claims of all persons owning, holding or claiming by, through or under Grantor, but against none other, and Grantor hereby represents and warrants further that it has no knowledge that such warranties are untrue as against the claims of any persons owning, holding or claiming, by, through or under any holders in title to the Property prior to Grantor.

TO HAVE AND TO HOLD the Property, the Access Rights and the Property Rights, unto Grantee, the heirs or successors and assigns of Grantee, forever.

(Signatures on Next Page)

IN WITNESS WHEREOF, Grantor has duly executed this deed by its duly authorized officer or representative on the day and year first above written.

OFFICEMAX INCORPORATED, a
Delaware corporation, successor-in-
interest to Boise Cascade Corporation

By: [Signature]
Name: Ernest McMillan
Its: Vice President

WITNESS:

By: [Signature]
Name: Barbara Layman

Corporate Seal:

By: [Signature]
Name: Cynthia Aicher

ATTEST:

By: [Signature]
Name: DENNIS L. RADOCHA
Its: Assistant Secretary

Mail Tax Bills To:

Cloverdale Nursery & Turf Farm, Inc.
Attn.: Terry Cook, President
2528 N. Cloverdale Rd.
Boise, Idaho 83713

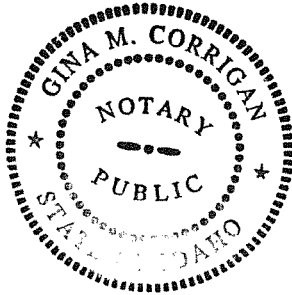
STATE OF IDAHO

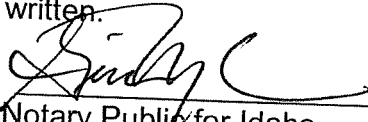
COUNTY OF ADA

)
) ss.
)

ON THIS 3rd day of January, 2013, before me, a notary public in and for the State of Idaho, H. Knox McMillan personally appeared and known to me to be Associate General Counsel and Vice President of OfficeMax Incorporated acknowledged to me that he executed this instrument for and on behalf of said corporation.

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 Boise, Idaho
My Commission Expires: 1/20/2017

COPY

SPECIAL WARRANTY DEED

This instrument was prepared by:

Dennis Radocha, Esq.
OfficeMax Incorporated
1111 West Jefferson Street
Suite 510
Boise, ID 83702

After recording mail to:

Cloverdale Nursery & Turf Farm, Inc.
Attn.: Terry Cook
2528 N. Cloverdale Rd.
Boise, ID 83713

Tax Parcel No. _____

READ AND APPROVED (Initials)
X
X



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TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, and all access rights of Grantor in and to the Property (collectively, the "Access Rights"); and

TOGETHER with the hereditaments and appurtenances and all the estate and rights of Grantor in and to the Property, including, without limitation, timber rights, mineral rights and water rights (collectively, the "Property Rights");

SUBJECT to the Environmental Covenants attached hereto in Exhibit B, attached hereto; and

SUBJECT to taxes, assessments and other governmental charges not yet delinquent, and the following exceptions, none of which, individually or in the aggregate, materially impair the current use (or materially detract from the value as currently used) of either the Property, the Access Rights or the Property Rights: (i) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other Contracts, conditions, restrictions or other matters which would be shown by a current title report or other similar report or listing; (ii) any conditions or questions regarding boundary or meander liens that may be shown by a current survey, title report or physical inspection; (iii) zoning, building and other similar restrictions; and (iv) such encroachments, boundary line disputes, access restrictions or absence of access, adverse possession claims, easements, covenants, use restrictions, zoning restrictions and other third-party rights which are common to commercial properties (collectively, the "Permitted Exceptions").

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(Signatures on Next Page)

IN WITNESS WHEREOF, Grantor has duly executed this deed by its duly authorized officer or representative on the day and year first above written.

OFFICEMAX INCORPORATED, a
Delaware corporation, successor-in-
interest to Boise Cascade Corporation

By: [Signature]
Name: Knox McMillan
Its: Vice President

WITNESS:

By: [Signature]
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Corporate Seal:

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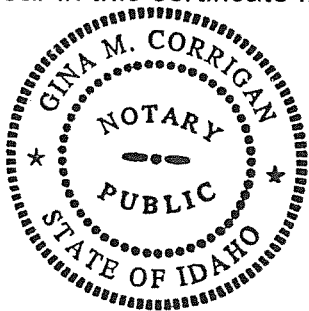
KNOX MEMPHIS

STATE OF IDAHO

COUNTY OF Ada

ON THIS 3 day of Jul, 2016, before me, a notary public in and for said State, personally appeared AKC, VPHR and known to me to be the of the corporation that executed this instrument or the persons 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.



Gina M. Corrigan
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 1/20/2017

EXHIBIT A – PROPERTY DESCRIPTION

FOX Land Surveys, Inc.

4696 W. Overland Rd. Ste 162 Δ Boise Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX

SAWMILL PARCEL:

A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 36 AND A PORTION OF GOVERNMENT LOT 11
AND ACCRETION LANDS THERETO IN SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, BOISE
MERIDIAN,
CASCADE, VALLEY COUNTY, IDAHO

A portion of Government Lots 2 and 3 in Section 36 and a portion of Government Lot 11 and
Accretion Lands thereto in Section 25, Township 14 North, Range 3 East, Boise Meridian,
Cascade, Valley County, Idaho, more particularly described as follows;

Beginning at the found Brass Cap at the Section Corner common to Sections 30 and 31,
Township 14 North, Range 4 East, and said Sections 25 and 36, Township 14 North Range 3
East, Boise Meridian from which a found Brass Cap at the ¼ Corner common to said Sections 36
and 31 bears South 00° 25' 59" West a distance of 2643.67 feet;

thence along the section line common to said Sections 25 and 36, South 89° 16' 00" West a
distance of 2091.66 feet to the **TRUE POINT OF BEGINNING** at a point on the easterly Right-
of-Way of the Idaho Northern and Pacific Railroad;

thence along said easterly Right-of-Way North 33° 50' 41" West a distance of 115.00 feet;

thence North 56° 09' 19" East a distance of 750.30 feet;

thence South 87° 55' 04" East a distance of 172.93 feet to the Right Bank Ordinary High Water
Line of the Payette River;

thence along said Right Bank Ordinary High Water Line of the Payette River the following
courses and distances:

South 02° 18' 44" West a distance of 190.95 feet;

South 34° 46' 46" East a distance of 67.91 feet;

South 26° 59' 39" East a distance of 108.86 feet;

South 57° 25' 13" East a distance of 67.38 feet;

South 33° 44'28" East a distance of 131.23 feet;

South 12° 29'32" East a distance of 78.26 feet;

South 05° 49'54" East a distance of 57.42 feet;

South 16° 41'11" East a distance of 95.97 feet;

South 26° 58'21" East a distance of 142.83 feet;

South 52° 39'18" East a distance of 103.45 feet;

South 39° 37'52" East a distance of 65.36 feet;

South 30° 52'01" East a distance of 87.44 feet;

thence leaving said Right Bank Ordinary High Water Line of the Payette River, South 56° 09'19" West a distance of 727.04 feet to the east Right-of-Way of said Railroad;

thence along said east Right-of-Way North 33° 50'41" West a distance of 566.98 feet;

thence North 56° 09'19" East a distance of 100.00 feet;

thence along a line parallel with and 100.00 feet easterly of said east Right-of-Way, North 33° 50'41" West a distance of 550.00 feet;

thence South 56° 09'19" West a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Containing 886,033 square feet, 20.341 Acres, More or Less.

The subject property is subject to the following:

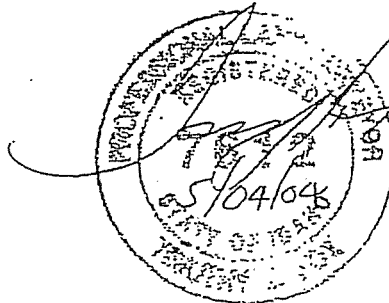
Subject to all easements and rights-of-way of record, and, not of record.

State of Idaho's claim to the lands easterly of the Ordinary High Water Line.

The resolution Railroad Right-of-Way and Boise Cascade Ownership deed call issues.

FOX Land Surveys Inc.

Timothy J. Fox, PLS 7612



W:\PROJECTS\2001\01-027.PR\PROJECT\DESCRIPTIONS\SAWMILL\PARCEL.DOC

ENVIRONMENTAL COVENANT

Instrument # 363781
 VALLEY COUNTY, CASCADE, IDAHO
 10-27-2011 09:40:28 No. of Pages: 10
 Recorded for : OFFICEMAX
 ARCHIE N. BANBURY Fee: 37.00
 Ex-Officio Recorder Deputy
 Index to MISCELLANEOUS RECORD

Recording Requested By and
 When Recorded Return to:

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 OfficeMax Incorporated, a Delaware corporation ("OfficeMax"), 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 human health and the environment. OfficeMax is a "holder" as defined in Idaho Code § 55-3002(6). OfficeMax, as the current property owner, grants this Environmental Covenant to the Department.

Property. This Environmental Covenant concerns real property in Government Lots 2, 3, Section 36, and Government Lot 11, Section 25, T14N, R3E, Cascade, Valley County, ID (hereafter referred to as "the Property"). The Property is legally described and a site map of the parcel is in the attached Schedule A.

Property Ownership. OfficeMax hereby represents and warrants to the Department that it is the sole owner of the property, holds fee simple title to the property and OfficeMax has the power and authority to enter into this Environmental Covenant. As used in this Environmental Covenant, "OfficeMax" includes its corporate successors in interest and successors in interest to all or any portion of or interest in the Property

Reason for Activity and Use Limitations. The Property was an industrial property on which a sawmill operated. After closure of the industrial operations, soil sampling on the Property indicated certain substances (petroleum hydrocarbons and pentachlorophenol) were above allowable concentrations (Kleinfelder, March 23, 2004). OfficeMax, as a participant in the Voluntary Cleanup Program, from 2004 to 2010, successfully implemented and completed a Voluntary Remediation Workplan at the Property. The cleanup involved the excavation and treatment or removal of petroleum and pentachlorophenol contaminated soils, groundwater

monitoring, and screening and processing of log yard debris for beneficial use. The residual concentrations of petroleum hydrocarbons and pentachlorophenol in the soil are above concentrations determined by the Department to be protective for unrestricted use. Therefore, in order to ensure protection of human health and the environment, the parties agree to limit future use of the Property as outlined herein.

Name and Location of Administrative Record. A copy of the Kleinfelder Phase II Environmental Site Assessment, dated March 23, 2004, and all documents submitted by OfficeMax pursuant to the Voluntary Cleanup Program can be found at the Idaho Department of Environmental Quality, 1410 North Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By accepting and recording this Environmental Covenant, OfficeMax and any successors in interest to the Property, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

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.

Breach and Cure of Activity and Use Limitations. The Property owner shall be responsible for ensuring that use of the Property conforms 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 Property owner shall notify the Department within thirty (30) days of becoming aware of the event or action, and the Property owner 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 OfficeMax 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 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. Prior to seeking consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, the Property owner, pursuant to Idaho Code § 55-3010, must demonstrate 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 petroleum and pentachlorophenol contaminated soils; or
2. petroleum and pentachlorophenol contaminated soils 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 OfficeMax within ten (10) days of receipt of such document signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, OfficeMax, or its successors in interest, or the Property owner 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 OfficeMax, or by its successors in interest, or the Property owner 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. The Activity and Use Limitations set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Enforcement. The Department and any party to this Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the Property owner and/or any other person using the Property. Failure of the Property owner 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 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, to file civil actions against the then-current Owner(s) 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 ensuring 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 of the Property, 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-current Owner(s) 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 OfficeMax, 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: OfficeMax Incorporated
Legal Department
1111 West Jefferson Street
Suite 510
Boise, ID 83702

With a copy to: OfficeMax Incorporated
Attention: General Counsel
263 Shuman Boulevard
Naperville, IL 60563

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

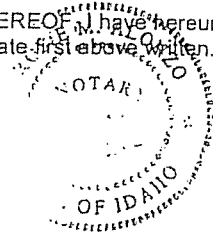
Idaho Department of Environmental Quality

Signature: [Signature]
Printed Name: Toni Hardesty
Title: Director, Idaho Department of Environmental Quality
Date: 10/13/11

State of Idaho)
) ss.
County of Ada)

On this 13 day of October, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Toni Hardesty, 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.

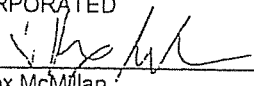


Notary Public for Idaho: Rosie M. Along
Residing at: Nampa, Idaho
Commission Expires: 1/30/2015

Signature and Acknowledgments

Accepted:

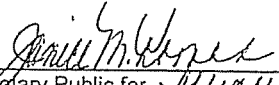
OFFICEMAX INCORPORATED

Signature: 
Printed Name: Knox McMillan
Title: Associate General Counsel, Vice President, Human Resources
Date: October 5, 2011

State of Illinois

County of Adams

This instrument was acknowledged before me on this 5th day of October 2011 by KNOX MCMILLAN, known to me to be the Associate General Counsel, Vice President, Human Resources, of OfficeMax Incorporated, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same..


Notary Public for Adams - DuPage County
Residing at Yorkville, IL
My Commission expires 1/13/2014



5/8 Inch Rebar
and 5/8 Inch Rebar

nd Section Monument as Noted
ulated Position,
Monument Found or Set
ndary Line

ing Boundary Line
ement Line

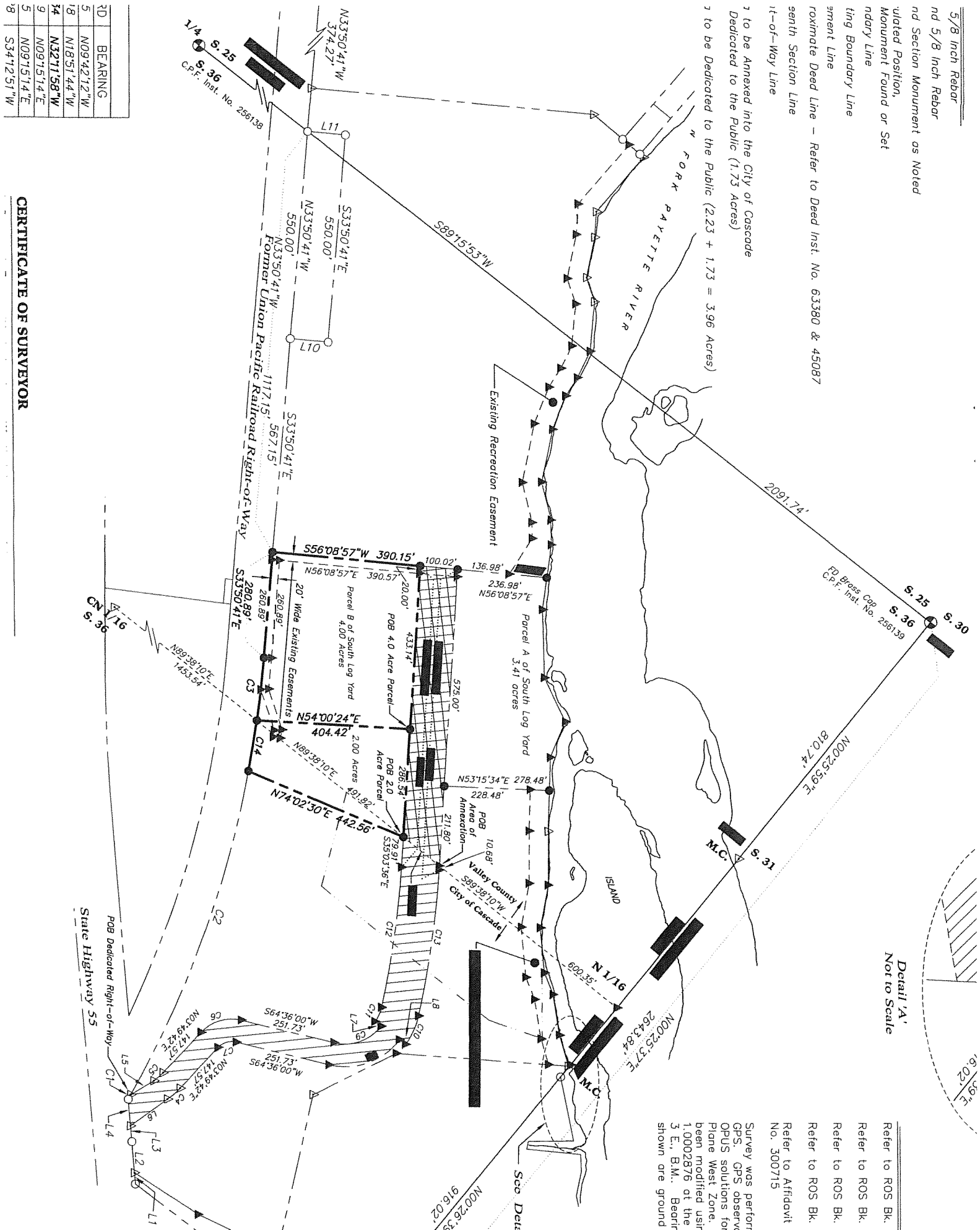
roximate Deed Line - Refer to Deed Inst. No. 63380 & 45087
enth Section Line
it-of-Way Line

7 to be Annexed into the City of Cascade
Dedicated to the Public (1.73 Acres)

7 to be Dedicated to the Public (2.23 + 1.73 = 3.96 Acres)

ID	BEARING
5	N09°42'12"W
18	N18°51'44"W
34	N32°11'58"W
9	N09°15'14"E
5	N09°15'14"E
8	S34°12'51"W

CERTIFICATE OF SURVEYOR



Detail 'A'
Not to Scale

Refer to ROS Bk. ()
Refer to ROS Bk. ()
Refer to ROS Bk. ()
Refer to ROS Bk. ()
Refer to Affidavit ()
No. 300715

Survey was performed
GPS, GPS observa
OPUS solutions for
Plane West Zone.
been modified usin
1,0002876 of the
3 E., B.M.. Bearin
shown are ground

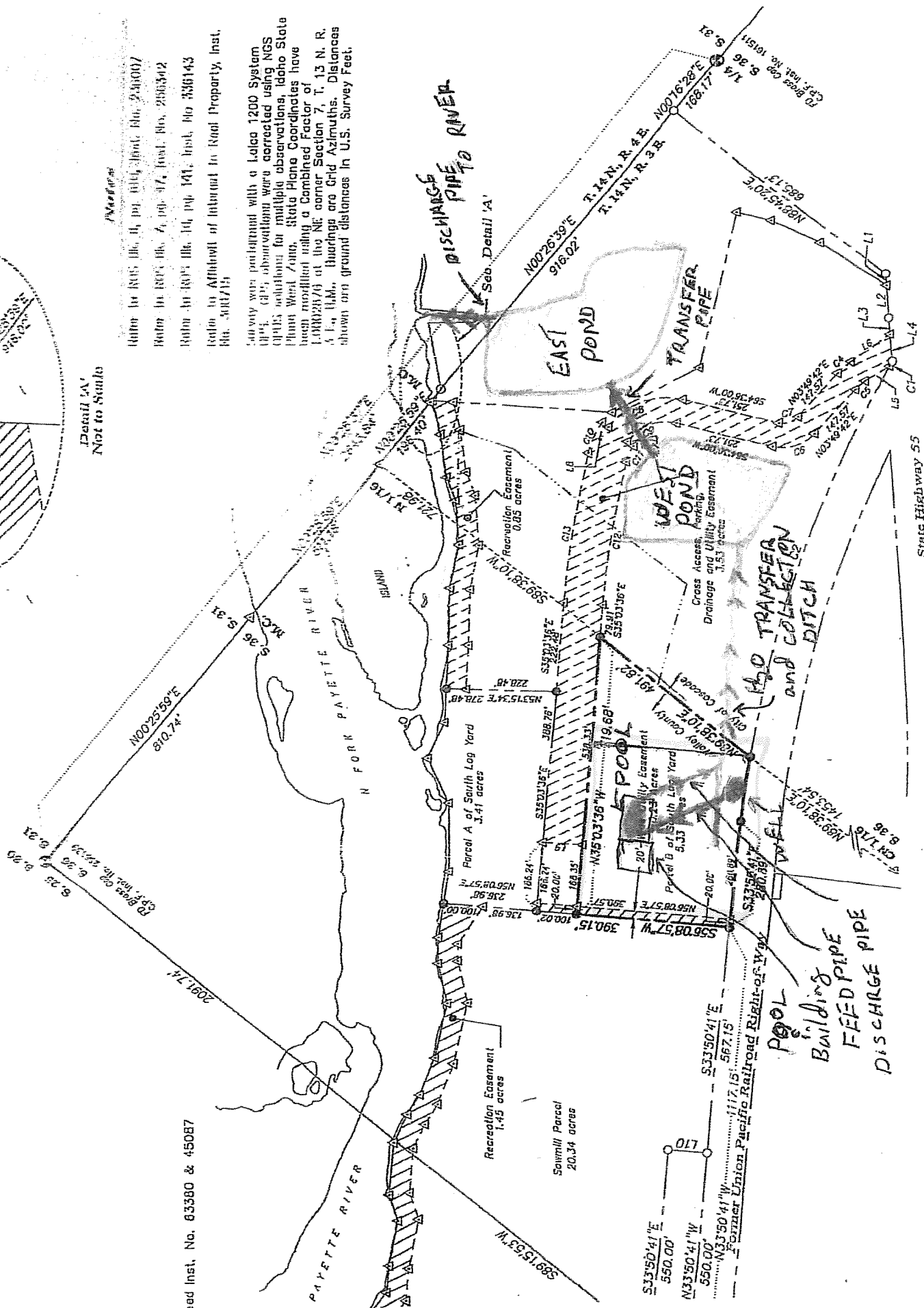
2010年10月10日

Editor: Dr. Robert H. Schuchman, Esq., 47, Canal St., New York, N.Y. 10013

Section to Affidavit of Interest in Real Property, Inst.
No. 50874

Survey were performed with a Leica 1200 System (1994). All observations were corrected using NGS techniques for multiple observations, Idaho State Plane West Zone, State Plane Coordinates have been modified using a Combined Factor of 1.0002674 of the NE corner Section 7, T. 13 N. R. 4 S. E. 1, 1/4, T.M., Township 642 Azimuths. Distances shown are ground distances in U.S. Survey Feet.

Read Inst. No. 83380 & 45087



State Highway 55

DRAFT WATER MANAGEMENT PLAN

CERTIFICATE OF SURVEYOR

George J. Bowers IV de herbario cartif. det. 1

Sommer, Rachel

From: Cloverdale Nursery [clovernu@cloverdalenursery.com]
Sent: Friday, February 22, 2013 2:50 PM
To: Sommer, Rachel
Cc: bcook@cloverdalenursery.com
Subject: Certified Copy of Land Sale w/Office Max
Attachments: Cascade Deed0001.pdf

Hi Rachel,

Attached is the certified copy of the Land Sale with Office Max. Please let me know if you need any additional information.

Thank you,

Cristin Cook
Cloverdale Nursery
208-375-5262