

2009001363

RECORDED

2009 JAN 12 PM 2 18

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *[Signature]*

RECORDED
BY *[Signature]*
920

Recording Requested By and
When Recorded Return to:

CPS/WFS/UAP
Attn: Cate Patterson
7251 W. 4th St.
Greeley, CO 80634
(970) 347-1378

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

DECLARATION OF ENVIRONMENTAL COVENANT

This Declaration of Environmental Covenant (Declaration) made by Crop Production Services, Inc. ("CPS"), a Delaware Corporation, its successors and assigns, and the Idaho Department of Environmental Quality ("Department"), its successors and assigns, sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions") designed to protect natural resources and maintain air and water quality, upon and subject to which the Property (as identified below) and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed.

Each and all of the Restrictions are imposed pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015, and the Idaho Environmental Protection and Health Act, Idaho Code §§ 39-101 through 39-130. For purposes of this Declaration, the Department shall be a "holder" as defined in Idaho Code § 55-3002(6). CPS and the Department agree that each and all of the Restrictions are enforceable by the Department, against CPS.

Ownership. CPS is the fee simple owner of certain real property in the County of Canyon, State of Idaho, described as the Western Farm Service facility (hereafter referred to as "the Property") and is subject to this Declaration. The Property is legally described as follows:

That part of the North One-Half of the Northeast Quarter of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 4 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho; thence

South 108.5 feet along the West line of said Quarter to the intersection of said West line with the Southwesterly Right-of-Way line of the Oregon Short Line Railway Company, THE TRUE POINT OF BEGINNING; thence

South 19°17' East 1,262 feet along the Right-of-Way of said Railway; thence West 417 feet parallel to the North line of the North One-Half of the Northeast Quarter of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho to a point in the West line of the Northeast Quarter of the Northeast Quarter of said Section 29; thence

North 1,040 feet along said West line to a point 260.5 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 29; thence

North 19°17' West 276 feet parallel and 50 feet from the Southwesterly Right-of-Way line of aforesaid Railway, to a point on the North line of the North One-Half of the Northeast Quarter of said Section 29; thence

North 89°54' East 53 feet along the said North line to the intersection of said North line with the Southwesterly Right-of-Way line of the aforesaid Railway, a point 37.8 feet West of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 29; thence

South 19°17' East along the said Right-of-Way line 114.9 feet to the TRUE POINT OF BEGINNING.

The location of the Property is shown on Attachment 1.

Provisions to Run With the Land. Each and all of the Restrictions 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 Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of 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, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

Recording/Filing of Declaration. This Declaration and any amendment or termination of the Declaration shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Declaration is located. The Declaration shall be recorded within five (5) days of the effective date of this Declaration. CPS shall provide to the Department a copy of this Declaration evidencing its recording in compliance with this provision within ten (10) days of the effective date of this Declaration. In addition, a copy of the recorded Declaration shall be provided by CPS to the following persons: (a) each person that signed the Declaration; (b) each person holding a recorded interest in the real property subject to the Declaration; (c) each person in possession of the real property subject to the Declaration; (d) each municipality or other unit of local government in which real property subject to the Declaration is located; and (e) any other person the Department requires. The validity of the Declaration is not affected by failure to provide a copy of the Declaration as required under this section. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

Restricted Areas. Several areas of the Property, hereafter referred to as "the Restricted Areas" and depicted in Attachment 2, have become contaminated with nitrate, ammonia, dinoseb, and/or dieldrin due to previous surface spills of agricultural chemicals. On August 28, 2001, Western Farm Service, Inc., who had previously merged with CPS, entered into a Consent Order with the Department to remediate the Property, including the Restricted Areas. Nitrate,

ammonia, dinoseb, and dieldrin concentrations in the soil and/or groundwater are above site cleanup levels or remediation target levels as determined by the Department. For these reasons, future use of the Restricted Areas shall be limited to protect human health and the environment. Legal descriptions of the Restricted Areas are included in Attachment 2.

Limitations and Obligations. By acceptance and recordation of this Declaration, CPS, and any successors in interest, are hereby restricted from using the Restricted Areas, now or at any time in the future, as set forth below and shall comply with the obligations as set forth in this Declaration. CPS, and respective successors in interest, shall be responsible for demonstrating conformity with the following:

1. CPS may construct, remove or modify any new or existing structures or buildings on any portion of the Property outside the Restricted Areas without notice to, or approval from the Department. New buildings or structures of any kind or nature may be constructed or otherwise located on the Restricted Areas if the integrity of the surface caps is maintained and if prior written approval is obtained from the Department. Existing buildings in the Restricted Areas may be removed or modified if the integrity of the surface caps is maintained and if prior written approval is obtained from the Department. It is also permissible for the surface caps to fall within drive areas for site traffic on the Property if the integrity of the surface caps is maintained and if prior written approval is obtained from the Department. Other acceptable activities for the Restricted Areas include, but are not limited to, material placement and storage.
2. The Operation and Maintenance Plan for the engineering controls used in the Restricted Areas is attached to this Declaration as Attachment 3 and is incorporated into this Declaration. CPS, and any successors 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 CPS, or its successor in interest, as provided in the Uniform Environmental Covenants Act, Idaho Code § 55-3010.
3. The Restricted Areas may be used for commercial and industrial uses, so long as the activity is not precluded in the implementation of the attached Operations and Maintenance Plan. The Restricted Areas 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.
4. There shall be no excavation of soil in the Restricted Areas without prior written approval from the Department.
5. Except for the existing supply wells, 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 without prior written approval from the Department.
6. The northernmost (downgradient) existing supply well, the well location is shown on a site map in Attachment 1, shall be monitored on an annual basis for the presence of nitrate. Sampling results shall be submitted to the Department within twenty (20) days of receipt by CPS or any successors in interest. If the Department determines for good cause that the water from the supply well represents a threat to public health, based on water use, the Department shall provide written notification to CPS with a detailed explanation of its reasons for deeming the water from the supply well to be a threat to

public health. Upon receipt of written notification from the Department described above, CPS shall cease use of the existing supply wells until the intended use of water from the existing supply wells no longer represents a threat to public health.

7. Any activity on the Restricted Areas that may result in the release or exposure to the environment in the Restricted Areas is prohibited without prior written approval from the Department.
8. CPS shall establish, and CPS or its successor in interest shall maintain, an Irrevocable Letter of Credit for amount of Twenty-Four Thousand Dollars U.S. (\$24,000.00) for the specific purpose of future operation and maintenance costs associated with the engineering controls for this property. The Irrevocable Letter of Credit shall be maintained for the benefit of the State of Idaho for future use at the Property in case the Department determines that no viable responsible party is available to ensure compliance with this Declaration.

The foregoing limitations and obligations on use are herein referred to as the "Limitations and Obligations."

The Limitations and Obligations are imposed out of an abundance of caution due to the former use of the Restricted Areas and because certain environmental risk evaluations of the Restricted Areas indicate the presence of dinoseb, dieldrin, nitrate, and ammonia at various locations in the soils which may present a risk to human health and the air and water quality at the Property. CPS intends further that the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from releases or threatened release of hazardous substances.

Amendment by Consent. The Declaration may be amended by consent pursuant to Idaho Code § 55-3010.

Termination by Consent. The Limitations and Obligations set forth above shall apply to the Restricted Areas of the Property, or any subdivided portion thereof, unless CPS, or its successor in interest, applies to the Department to have this Declaration removed with respect to all or part of the Property and:

1. the Restricted Areas or subdivided portion thereof is shown in a Department approved investigation or risk assessment not to contain contaminated soil or groundwater; or
2. contaminated soil or groundwater is remediated to levels the Department deems in writing to be adequate for the Restricted Areas to be developed for unrestricted use.

Thereafter, the Declaration shall then be terminated pursuant to Idaho Code § 55-3010(1). When the Declaration has been terminated, the Irrevocable Letter of Credit will be cancelled and the remaining funds will be reimbursed to CPS or its successor.

Conveyance of Property. Within thirty (30) days of the closing of any sale, lease, or other conveyance of all or any portion of the Property, the former Owner (in the case of a sale) or Occupant (in the case of a lease) and the then current Owner or Occupant of the Property, or part thereof, conveyed shall provide written notice to the Department of 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 Declaration, have authority to approve, disapprove, or

otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law, or by administrative order.

Enforcement. Failure of CPS, or its successor in interest, to comply with any of the Limitations or Obligations set forth herein shall be grounds for the Department, or its successor, to require that the Owner modify or remove any improvements, including without limitation, all buildings, regradings, and subsurface structures or wells. Violation of this Declaration shall be grounds for the Department, or its successor, to file civil actions against the Owner of the Property at the time of such violation as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011. An Irrevocable Letter of Credit shall be available for future use at this site in case there is no viable responsible party to comply with the requirements of this Declaration.

Property Access. The Department shall have a right of reasonable access to the Property for the purposes of ensuring compliance with the Declaration and the Limitations and Obligations. The Department agrees to provide reasonable written notice to CPS of its intent to access the property

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 CPS 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.

CPS:

Crop Production Services, Inc.
7251 West 4th Street
Greeley, Colorado 80634
Attn: Kirk Williams

THE DEPARTMENT:

Idaho Department of Environmental Quality
1410 North Orchard
Boise, Idaho 83706
Att: Joe Nagel

Costs and Expenses. All costs of removing this Declaration, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, shall be borne by the party seeking such removal.

Partial Invalidity. If any portion of the Declaration 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 Declaration are solely for the convenience of the parties and are not a part of the Declaration.

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

Property Owner: Crop Production Services, Inc.

Signature: Kirk Williams
Printed Name: Kirk Williams
Title: Environmental Manager
Date: 10-7-08

State of COLORADO ss.
County of WELD

On this 7th day of Oct., in the year 2008, before me, a Notary Public in and for said County and State, personally appeared Kirk Williams (Insert name of officer of corporation), known or identified to me to be the Env. Mgr. (Insert title of officer of corporation) of the corporation that 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.

Notary Public for Idaho: Colorado Lyneth Scott
Residing at: Fort Collins, CO
Commission Expires: 09/06/2009



RECORDER SCAN

Attachment 1



Base map prepared from DeLorme 3-D TopoQuads (1999).



0 2000 4000
SCALE IN FEET

SLR

SLR International Corp

22122 20th AVE SE
BLDG. H, SUITE 150
BOTHELL, WA 98021

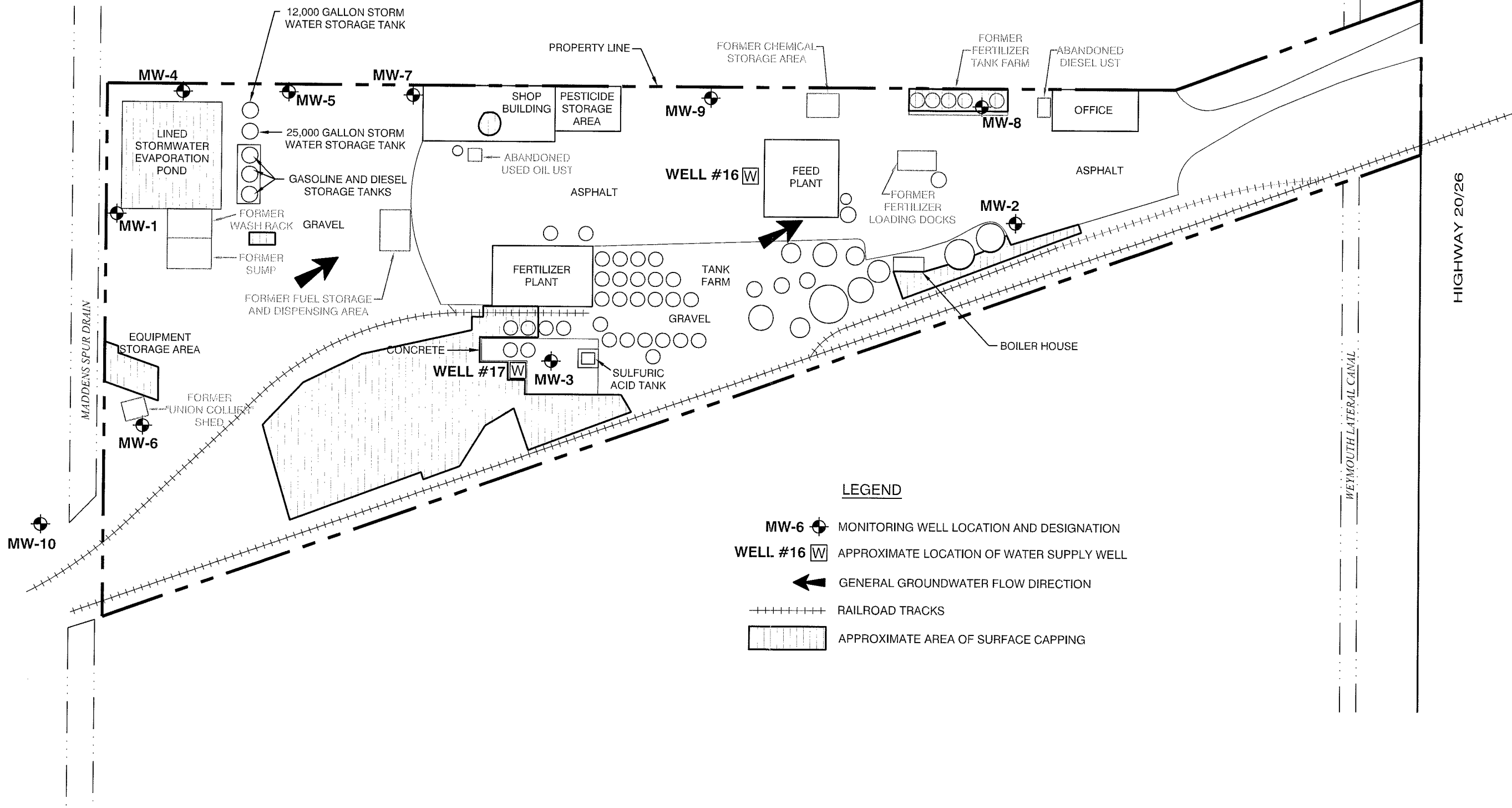
T: 425-402-8800
F: 425-402-8488

DATE 08/05
DWN. BDT
APPR. MDS
REVIS.
PROJECT NO.
001.0169.00005

FIGURE 1
WESTERN FARM SERVICE FACILITY
CALDWELL, IDAHO

SITE LOCATION MAP

C:\DRIVE_E\Clients\SLR\001\001.0169.00007\02-02.dwg, 7/9/2007 4:55:00 PM, BDT



RECORDER SCAN

Attachment 2

EXHIBIT 1
WESTERN FARM SERVICE FACILITY
RESTRICTED AREAS AT SITE
LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

HIGHWAY 20/26

S 89°46'24" W 1305.92'

20 21
29 28

MIDLAND BLVD.

E 1/16TH CORNER
SECTION 29



SCALE: 1" = 200'

U.P.R.R. R.O.W.

AREA 6

AREA 1

BUILDING

BUILDING

AREA 7

AREA 5

AREA 2

AREA 4
POND

AREA 3

SHEET INDEX

1 OF 8 SITE RESTRICTED AREAS

2 OF 8 AREA 1

3 OF 8 AREA 2

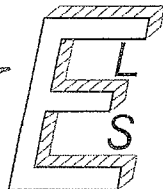
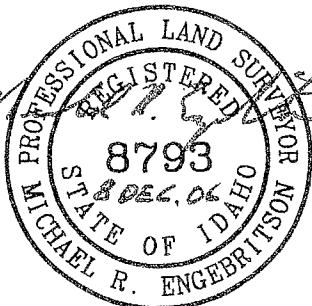
4 OF 8 AREA 3

5 OF 8 AREA 4

6 OF 8 AREA 5

7 OF 8 AREA 6

8 OF 8 AREA 7



ENGBRITSON LAND SURVEYS, INC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706

PHONE (208) 859-6032 FAX (208) 383-0892

PROJECT No. 2611073

1 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 1

RESTRICTED AREA 1

A tract of land situated within the NE ¼ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E 1/16th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North 89°-46'-24" East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South 68°-08'-50" West a distance of 1318.94 feet to the POINT OF BEGINNING.

Thence South 71°-18'-37" West a distance of 32.07 feet to a point;
Thence North 08°-38'-39" West a distance of 52.16 feet to a point;
Thence North 07°-37'-11" West a distance of 18.02 feet to a point;
Thence North 18°-26'-13" West a distance of 58.28 feet to a point;
Thence North 10°-29'-09" West a distance of 52.12 feet to a point;
Thence North 68°-43'-33" East a distance of 7.77 feet to a point;
Thence South 19°-59'-04" East a distance of 179.30 feet to the POINT OF BEGINNING.

See Exhibits 1 & 2 attached hereto and made part of.

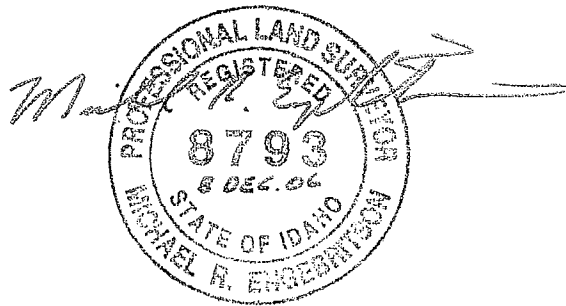


EXHIBIT 2

WESTERN FARM SERVICE FACILITY

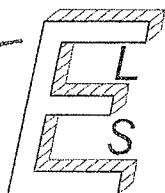
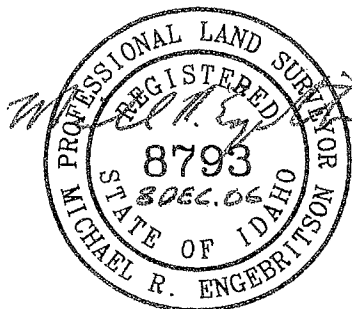
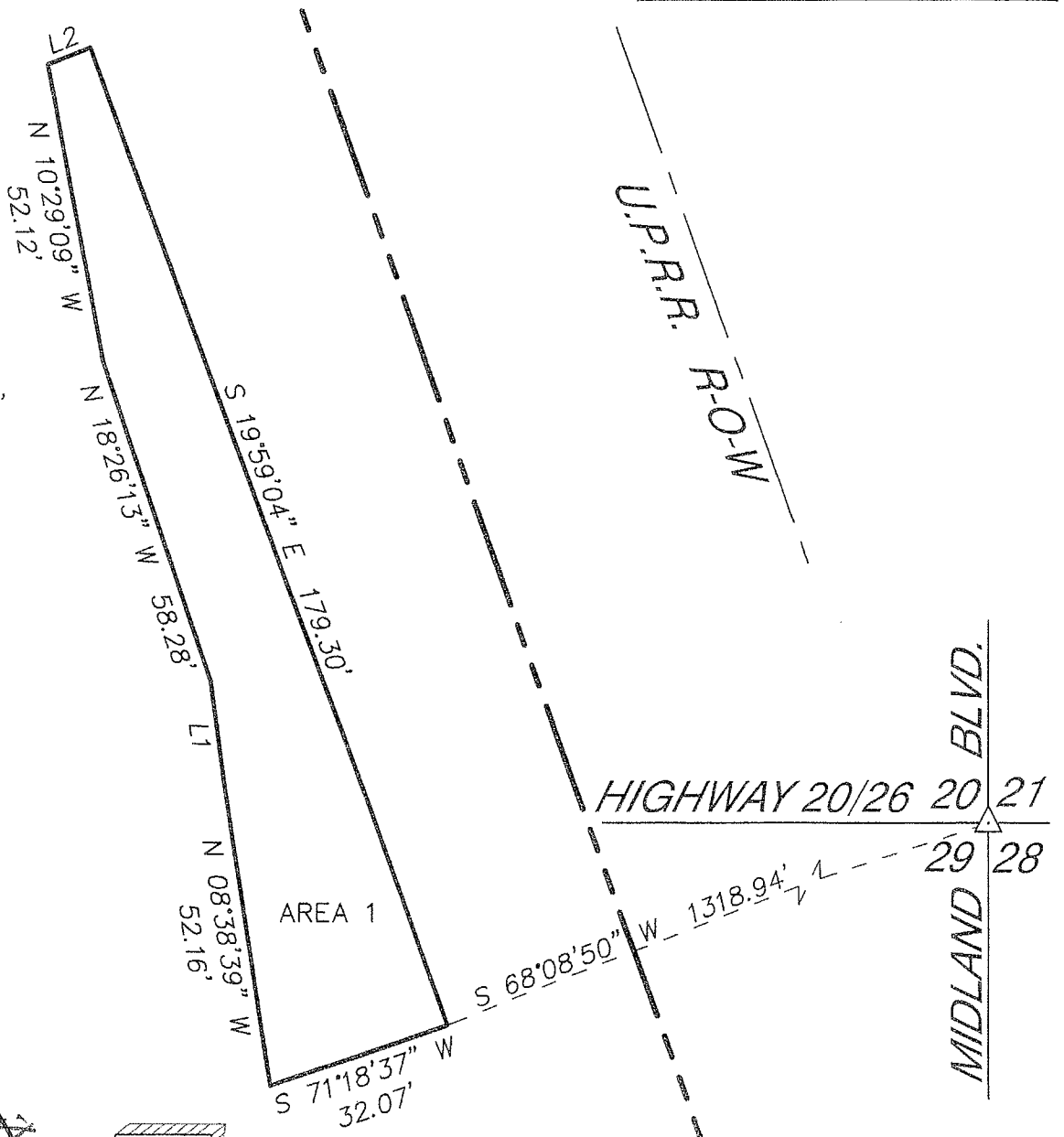
RESTRICTED AREA 1

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.02	N07°37'11"W
L2	7.77	N68°43'33"E



SCALE: 1" = 30'



ENGBRITSON LAND SURVEYS, INC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706

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PROJECT No. 2611073

2 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

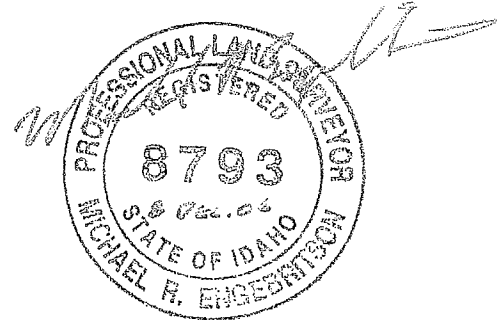
Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 2

RESTRICTED AREA 2

A tract of land situated within the NE ¼ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E 1/16th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North 89°-46'-24" East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South 65°-51'-37" West a distance of 1362.79 feet to the POINT OF BEGINNING.

Thence South 20°-11'-14" East a distance of 94.96 feet to a point;
Thence South 69°-14'-15" West a distance of 14.48 feet to a point;
Thence South 47°-44'-51" West a distance of 13.50 feet to a point;
Thence South 07°-47'-42" East a distance of 5.01 feet to a point;
Thence South 55°-03'-45" East a distance of 16.68 feet to a point;
Thence South 77°-31'-31" East a distance of 15.49 feet to a point;
Thence South 58°-19'-37" East a distance of 10.14 feet to a point;
Thence South 32°-35'-25" East a distance of 11.76 feet to a point;
Thence South 18°-45'-45" East a distance of 146.10 feet to a point;
Thence South 68°-54'-18" West a distance of 87.11 feet to a point;
Thence North 27°-05'-52" West a distance of 49.84 feet to a point;
Thence North 15°-59'-28" West a distance of 61.04 feet to a point;
Thence North 10°-56'-08" West a distance of 62.88 feet to a point;
Thence South 72°-17'-55" West a distance of 31.64 feet to a point;
Thence North 17°-42'-05" West a distance of 38.00 feet to a point;
Thence North 72°-17'-55" East a distance of 36.08 feet to a point;
Thence South 17°-42'-05" East a distance of 35.98 feet to a point;
Thence North 35°-28'-26" East a distance of 6.15 feet to a point;
Thence North 22°-32'-52" East a distance of 12.28 feet to a point;
Thence North 75°-54'-46" East a distance of 8.73 feet to a point;
Thence North 11°-12'-23" West a distance of 57.92 feet to a point;
Thence North 76°-55'-02" East a distance of 10.68 feet to a point;
Thence North 10°-37'-04" West a distance of 56.32 feet to a point;
Thence North 77°-39'-56" East a distance of 23.45 feet to THE POINT OF BEGINNING.



See Exhibits 1 & 3 attached hereto and made part of.

EXHIBIT 3 WESTERN FARM SERVICE FACILITY RESTRICTED AREA 2

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

HIGHWAY 20/26

20 21

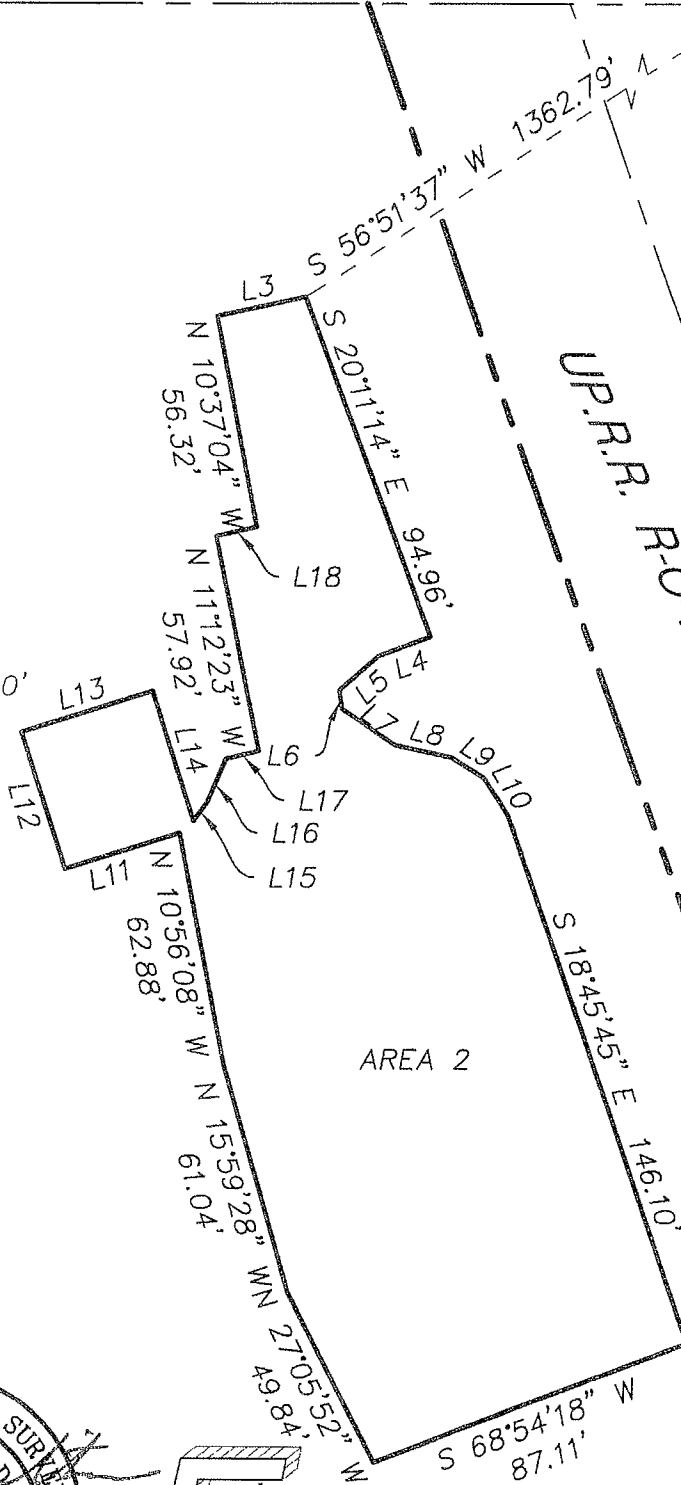
29 28

MIDLAND BLVD.

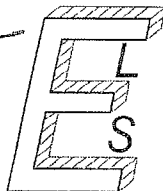
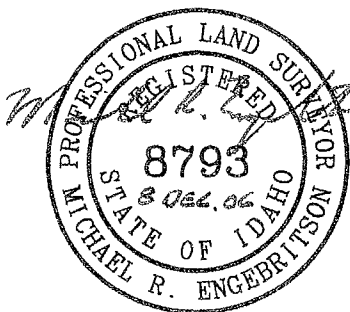
UP.R.R. R-O-W



SCALE: 1" = 50'



LINE TABLE		
LINE	LENGTH	BEARING
L3	23.45	N77°39'56"E
L4	14.48	S69°14'15"W
L5	13.50	S47°44'51"W
L6	5.01	S07°47'42"E
L7	16.68	S55°03'45"E
L8	15.49	S77°31'31"E
L9	10.14	S58°19'37"E
L10	11.76	S32°35'25"E
L11	31.64	S72°17'55"W
L12	38.00	N17°42'05"W
L13	36.08	N72°17'55"E
L14	35.98	S17°42'05"E
L15	6.15	N35°28'26"E
L16	12.28	N22°32'52"E
L17	8.73	N75°54'46"E
L18	10.68	N76°55'02"E



ENGBRITSON LAND SURVEYS, INC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706

PHONE (208) 859-6032 FAX (208) 383-0892

PROJECT No. 2611073

3 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 3

RESTRICTED AREA 3

A tract of land situated within the NE $\frac{1}{4}$ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E $\frac{1}{16}$ th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North $89^{\circ}-46'-24''$ East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South $43^{\circ}-21'-33''$ West a distance of 1627.82 feet to the POINT OF BEGINNING.

Thence South $13^{\circ}-38'-27''$ West a distance of 41.69 feet to a point;
Thence South $88^{\circ}-25'-22''$ West a distance of 46.03 feet to a point;
Thence North $01^{\circ}-19'-16''$ East a distance of 13.36 feet to a point;
Thence North $72^{\circ}-46'-46''$ East a distance of 9.65 feet to a point;
Thence North $34^{\circ}-24'-48''$ East a distance of 7.97 feet to a point;
Thence North $18^{\circ}-05'-54''$ East a distance of 27.46 feet to a point;
Thence South $77^{\circ}-56'-46''$ East a distance of 34.03 feet to the POINT OF BEGINNING.

See Exhibits 1 & 4 attached hereto and made part of.

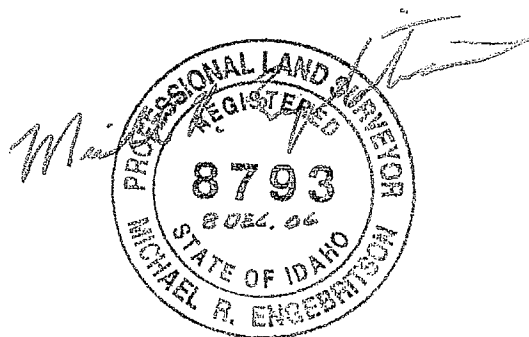


EXHIBIT 4

WESTERN FARM SERVICE FACILITY

RESTRICTED AREA 3

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

LINE TABLE		
LINE	LENGTH	BEARING
L19	7.97	N34°24'48"E

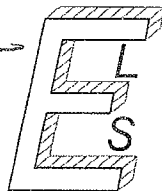
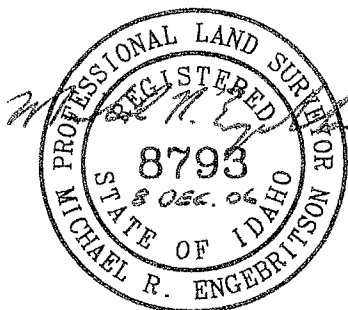
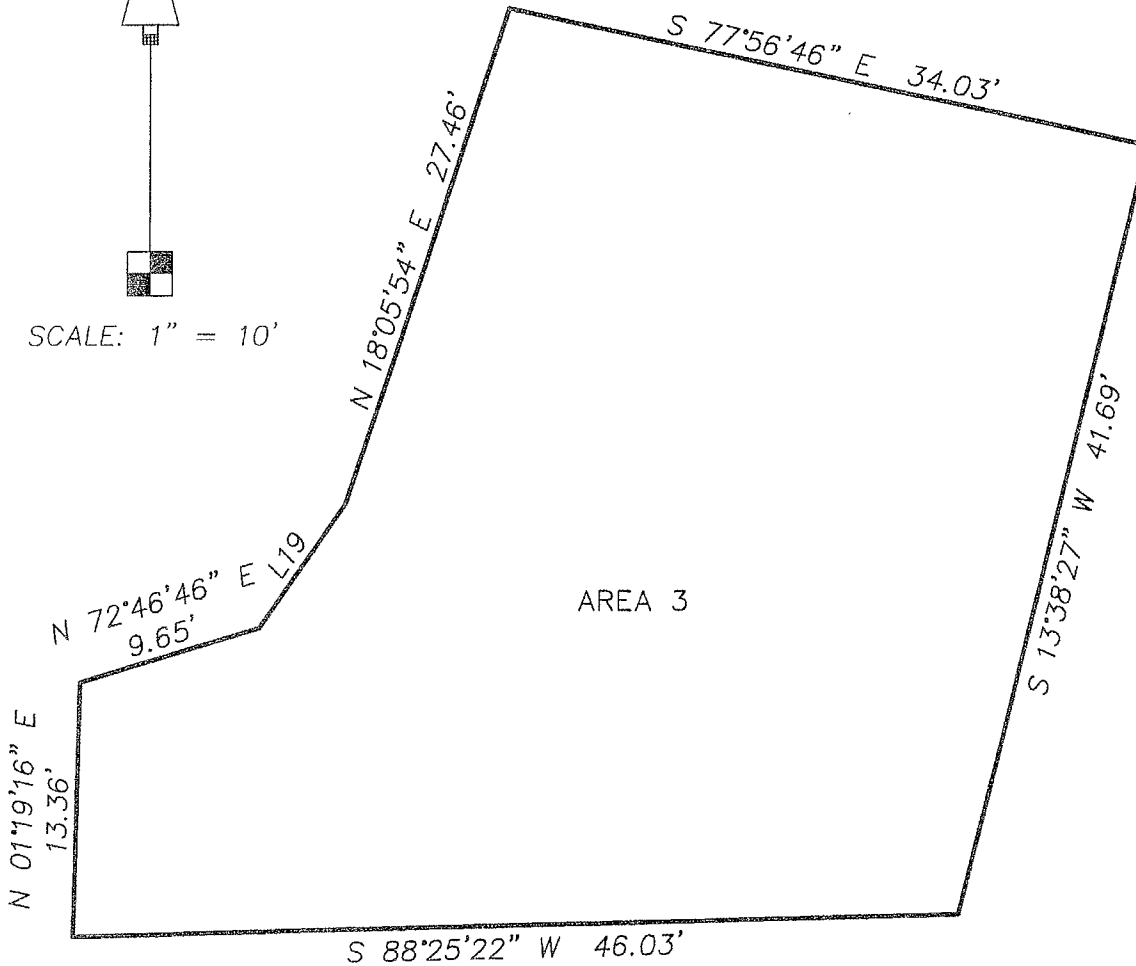
HIGHWAY 20/26 20 21

29 28

MIDLAND BLVD.



SCALE: 1" = 10'



ENGEBRITSON LAND SURVEYS, INC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706

PHONE (208) 859-6032 FAX (208) 383-0892

PROJECT No. 2611073

4 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 4

RESTRICTED AREA 4

A tract of land situated within the NE ¼ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E 1/16th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North 89°-46'-24" East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South 47°-19'-45" West a distance of 1789.85 feet to the POINT OF BEGINNING.

Thence South 88°-23'-02" West a distance of 94.38 feet to a point;
Thence North 01°-58'-23" West a distance of 107.87 feet to a point;
Thence South 88°-49'-38" East a distance of 110.86 feet to a point;
Thence South 07°-04'-51" West a distance of 103.67 feet to the POINT OF BEGINNING.

See Exhibits 1 & 5 attached hereto and made part of.

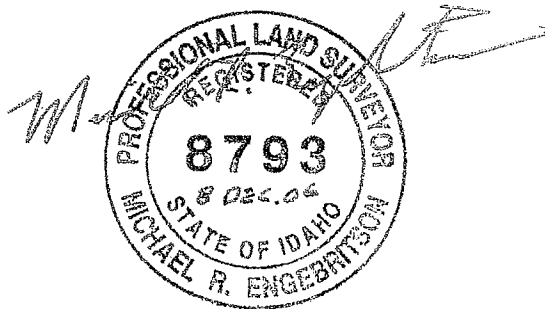
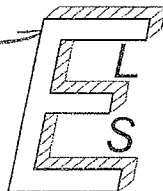
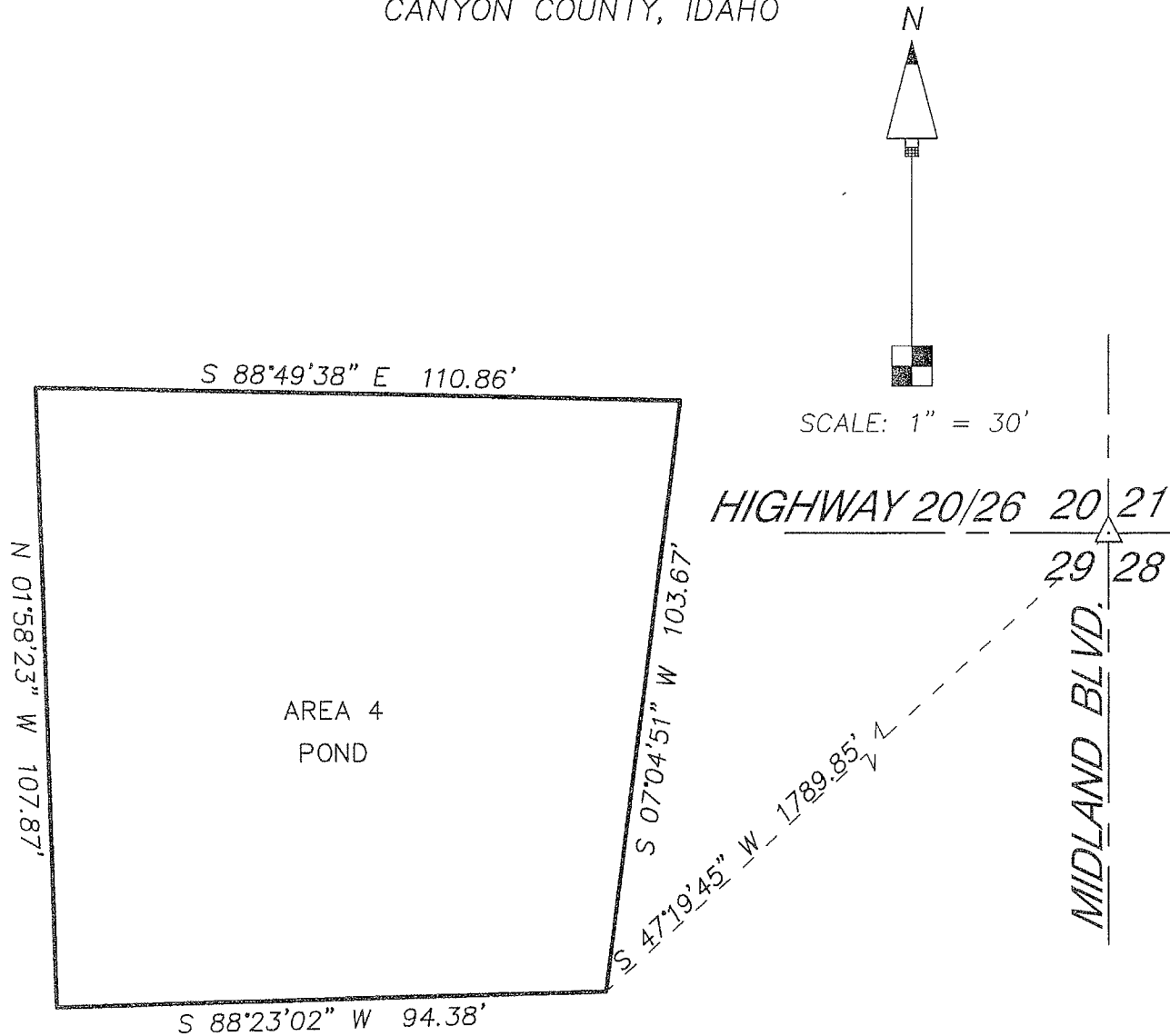


EXHIBIT 5
WESTERN FARM SERVICE FACILITY
RESTRICTED AREA 4

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO



ENGBRITSON LAND SURVEYS, INC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706

PHONE (208) 859-6032 FAX (208) 383-0892

PROJECT No. 2611073

5 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 5

RESTRICTED AREA 5

A tract of land situated within the NE ¼ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E 1/16th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North 89°-46'-24" East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South 49°-52'-14" West a distance of 1667.58 feet to the POINT OF BEGINNING.

Thence South 02°-15'-39" East a distance of 34.45 feet to a point;
Thence South 87°-06'-12" West a distance of 12.88 feet to a point;
Thence North 02°-33'-01" West a distance of 34.50 feet to a point;
Thence North 87°-18'-48" East a distance of 13.06 feet to the POINT OF BEGINNING.

See Exhibits 1 & 6 attached hereto and made part of.

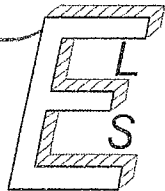
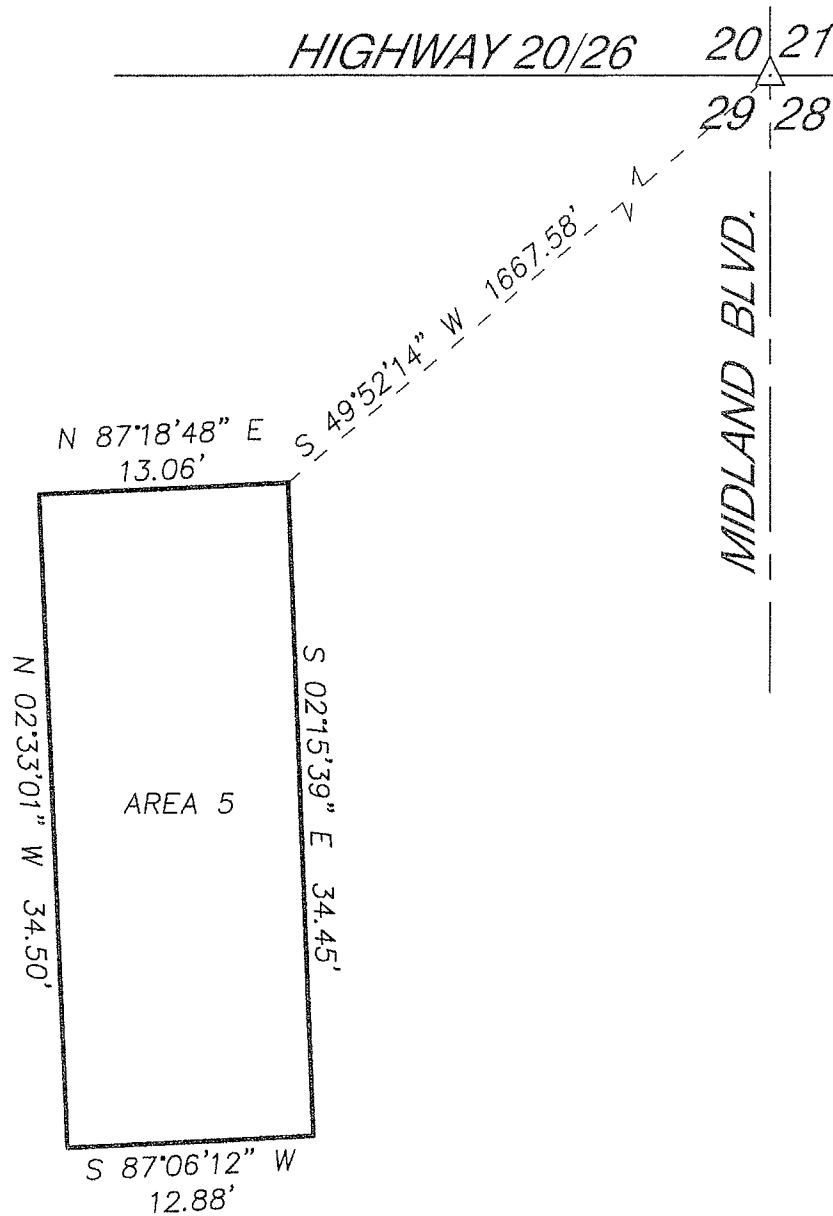


EXHIBIT 6
WESTERN FARM SERVICE FACILITY
RESTRICTED AREA 5

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO



SCALE: 1" = 10'



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6 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 6

RESTRICTED AREA 6

A tract of land situated within the NE $\frac{1}{4}$ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E $\frac{1}{16}$ th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North $89^{\circ}-46'-24''$ East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South $74^{\circ}-07'-53''$ West a distance of 1438.93 feet to the POINT OF BEGINNING.

Thence South $00^{\circ}-22'-29''$ East a distance of 90.03 feet to a point;
Thence North $89^{\circ}-59'-12''$ West a distance of 25.71 feet to a point;
Thence North $00^{\circ}-20'-06''$ East a distance of 89.31 feet to a point;
Thence North $88^{\circ}-19'-50''$ East a distance of 24.61 feet to the POINT OF BEGINNING.

See Exhibits 1 & 7 attached hereto and made part of.

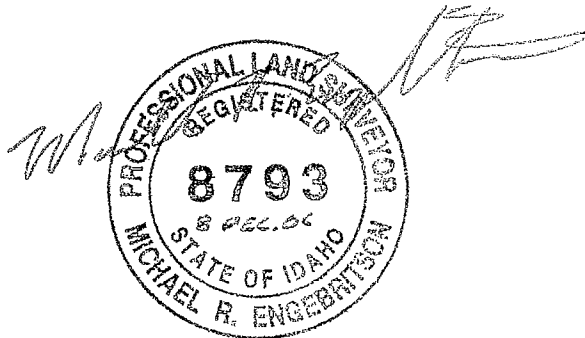
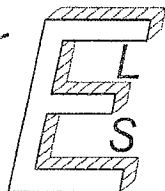
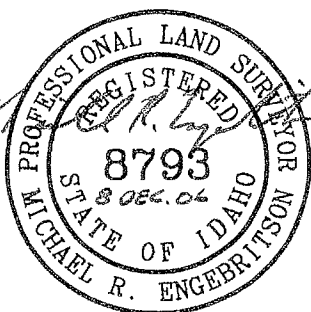
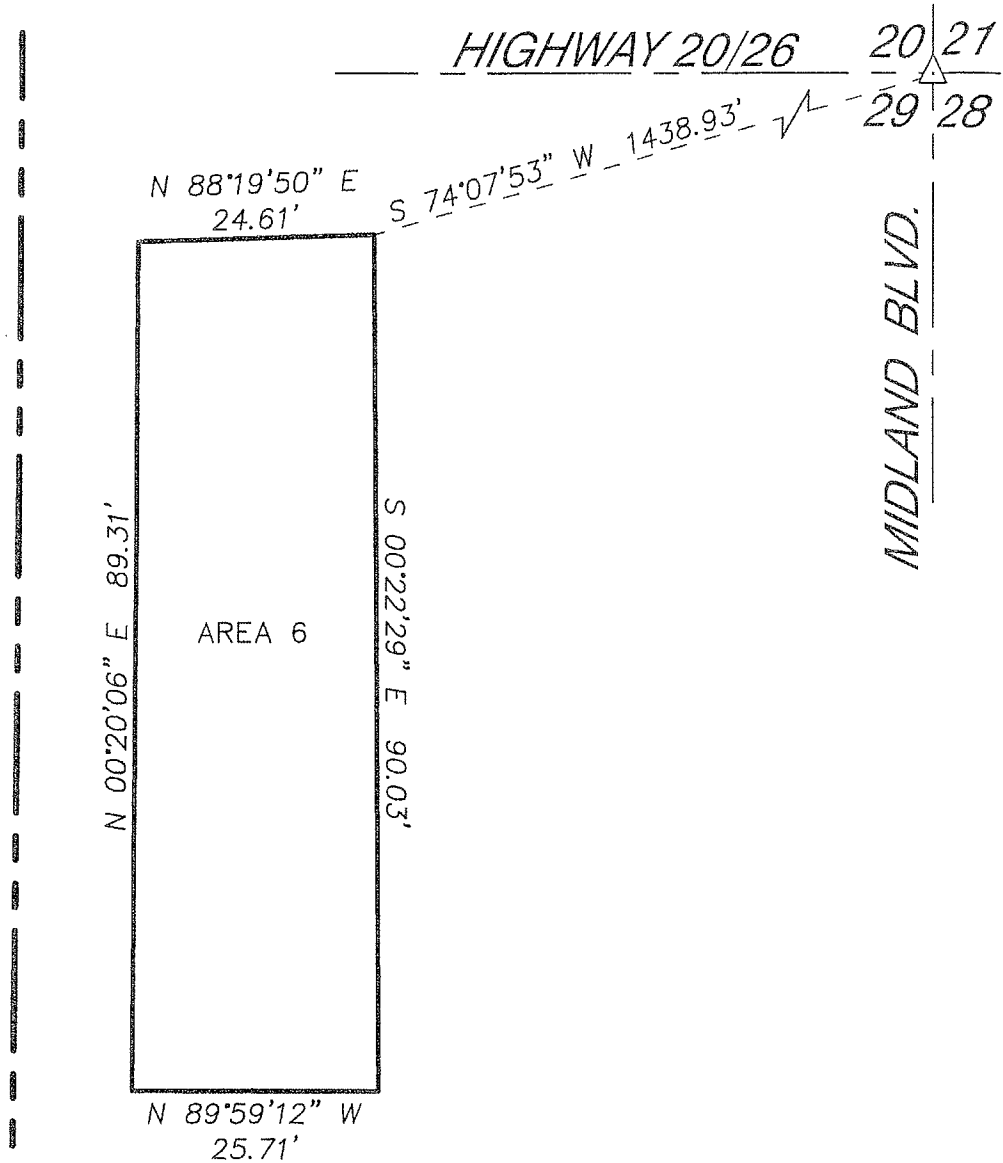


EXHIBIT 7
WESTERN FARM SERVICE FACILITY
RESTRICTED AREA 6

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO



SCALE: 1" = 20'



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PROJECT No. 2611073

7 OF 8

ELS ENGBRITSON LAND SURVEYS, INC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 Fax (208) 383-0892

1 December 2006

Project No. 2611073
Western Farm Service Facilities
10257 Hwy. 20/26
Impacted Soil Area 7

RESTRICTED AREA 7

A tract of land situated within the NE ¼ of Section 29, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

Commencing at the E 1/16th corner of said Section 29 on the center line of State Highway 20/26 thence easterly along said center line and the northerly line of said Section 29 North 89°-46'-24" East a distance of 1305.92 feet to the NE corner of said Section 29 and the center line intersection of Midland Boulevard and said State Highway 20/26; thence South 56°-18'-10" West a distance of 1640.90 feet to the POINT OF BEGINNING.

Said POINT OF BEGINNING the center of a 20.00 foot radius circle.

See Exhibits 1 & 8 attached hereto and made part of.

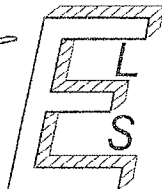
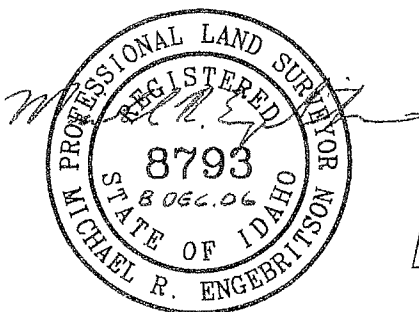
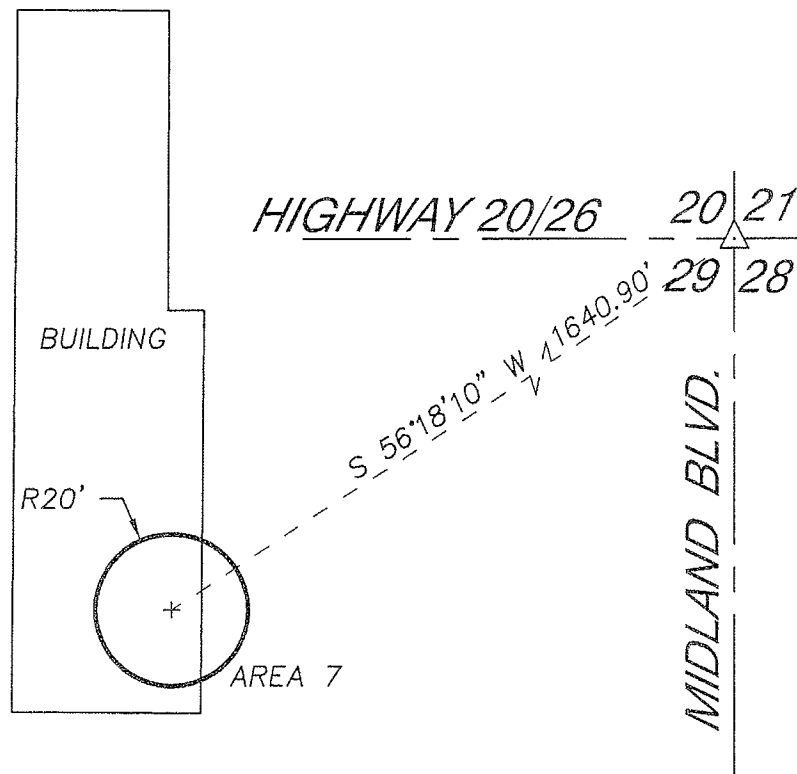


EXHIBIT 8
WESTERN FARM SERVICE FACILITY
RESTRICTED AREA 7

LOCATED IN THE NE 1/4 OF SECTION 29
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO



SCALE: 1" = 50'



ENGBRITSON LAND SURVEYS, INC.

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BOISE, IDAHO 83706

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PROJECT No. 2611073

8 OF 8

RECORDER SCAN

Attachment 3

OPERATION AND MAINTENANCE PLAN

There are seven areas of the site (designated as Restricted Areas 1 through 7) that contain dinoseb, dieldrin, nitrate, and/or ammonia concentrations in soil that exceed the site cleanup levels (dinoseb and dieldrin) or the remediation target level (nitrate and ammonia). Three-inch-thick asphalt pavement was installed over three areas of nitrate- and ammonia-impacted soil (Restricted Areas 1, 2, and 6) and two areas of dinoseb-impacted soil (Restricted Areas 3 and 5). All of the asphalt caps are located in areas where there is minimal vehicle traffic. An impermeable, high density, polyethylene liner (PPL-24) at the base of the storm water pond (the "Liner") covers the nitrate- and ammonia-impacted soil at Restricted Area 4. The concrete floor of the shop building covers the area of dieldrin-impacted soil at Restricted Area 7. The asphalt, concrete, and the Liner serve as caps that eliminate the direct contact pathway with the impacted soil and prevent storm water infiltration through the soil.

The Restricted Areas may be used in accordance with the Declaration of Environmental Covenant to which this Operation and Maintenance Plan is attached.

The asphalt and concrete pavement and the Liner will be thoroughly inspected on an annual basis by site personnel or a general contractor. Each inspection of the asphalt and concrete caps will focus on erosion, settling, cracks, or other visible damage. The Liner inspection, which will be conducted during the late summer months when there is little or no water in the pond, will focus on discoloration, rips, stretching, or other visible damage or weathering.

The site owner will maintain and repair the asphalt and concrete pavement in accordance with Chapter 100 of the Idaho Transportation Department's (ITD's) Maintenance Manual, dated January 2007. There are no established state or federal maintenance and repair protocols for synthetic fabric liners. According to liner installation contractors, liners are inspected and repaired, but maintenance is not typically conducted. To inform the Idaho Department of Environmental Quality (IDEQ) of the ongoing inspection, maintenance and repair activities, the site owner will report the results of the activities to the IDEQ on an annual basis.

If any cracks are found on the asphalt or concrete pavement that are at least 6 millimeters wide during an annual inspection, the site owner will contract a licensed general contractor to fill each crack with a crack sealer that meets ASTM specifications. In 2008, the contractor will also apply a slurry seal (a mixture of asphalt emulsion, fine sand, mineral filler, and water) to the surface of each asphalt pad. The slurry seal will subsequently be reapplied every 7 years.

If the integrity of any of the caps is determined to be compromised, then the site owner will contract a licensed general contractor or liner installation contractor (Liner repair

only) to make the appropriate repairs. The pavement will be considered compromised if asphalt or concrete is completely missing, or if a crack greater than $\frac{1}{4}$ inch in width extends through it. The Liner will be considered compromised if there is a rip in the material or if the material exhibits uncharacteristic stretching.

The method for repair of the asphalt or concrete caps will be dependent upon the damage to the pavement. The repair may be as simple as replacing crumbling surface material or may consist of removal and replacement of an entire section of the pad. Asphalt/concrete repair and replacement will be completed by using the procedures described in Chapter 100 of the ITD's Maintenance Manual.

The method for repair of the Liner will be dependent upon the degree of the repair needed. If the Liner is ripped or exhibits uncharacteristic stretching, then the entire Liner will be replaced if repairs can not be made. If there is a rip or uncharacteristic stretching at one location and the Liner exhibits limited weathering, then the compromised area of the Liner will be removed and a replacement section will be welded to the existing Liner.

Based on discussions with pavement and liner installation contractors, the properly maintained asphalt and concrete pavement, and the Liner at the site should last at least 20 years. The estimated annual cost to inspect the caps and to fill any cracks in the asphalt and concrete caps is \$450. The estimated cost to slurry seal the surface of each of the asphalt pads is \$6,250 (each event). For cost estimating purposes, it was assumed that the only necessary repairs to the caps will consist of replacing localized areas of crumbling asphalt along the edges of the asphalt caps (\$400 per year). The total estimated net present value cost to inspect, maintain, and repair the caps over a lifespan of 20 years is \$24,000. Table 1 presents a breakdown of the estimated costs. A conservative real discount rate of 6 percent was used to determine the net present value of the costs.

Table 1
Cap Maintenance and Repair Costs
Western Farm Service Facility
Caldwell, Idaho

Year	Inspection	Maintenance	Repair	Reporting
2006	\$200	\$0	\$0	\$0
2007	\$200	\$250	\$400	\$300
2008	\$200	\$6,500	\$400	\$300
2009	\$200	\$250	\$400	\$300
2010	\$200	\$250	\$400	\$300
2011	\$200	\$250	\$400	\$300
2012	\$200	\$250	\$400	\$300
2013	\$200	\$250	\$400	\$300
2014	\$200	\$250	\$400	\$300
2015	\$200	\$6,500	\$400	\$300
2016	\$200	\$250	\$400	\$300
2017	\$200	\$250	\$400	\$300
2018	\$200	\$250	\$400	\$300
2019	\$200	\$250	\$400	\$300
2020	\$200	\$250	\$400	\$300
2021	\$200	\$250	\$400	\$300
2022	\$200	\$6,500	\$400	\$300
2023	\$200	\$250	\$400	\$300
2024	\$200	\$250	\$400	\$300
2025	\$200	\$250	\$400	\$300
Sum of NPV Costs:	\$2,294	\$13,690	\$4,211	\$3,158
Total NPV Cost (Rounded):				\$24,000
NOTES: NPV = Net present value. A conservative real discount rate of 6% was used to determine the net present values.				