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**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 Tyson Fresh Meats, Inc. ("Tyson"), 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. Tyson is a "holder" as defined in Idaho Code § 55-3002(6). Tyson, as the current property owner, grants this Environmental Covenant to all signatories to this instrument.

1. **Property.** This Environmental Covenant concerns real property located at 18300 South Cole Road, City of Boise, County of Ada, and State of Idaho, (hereafter referred to as the "Property". The Activity and Use Limitations described in this Environmental Covenant only applies to the following subpart of the whole property, hereafter referred as the Restricted Area and is legally described in the attached Schedule A. The map depicting the Restricted Area of the Property is attached. Schedule B.

2. **Property Ownership.** A 1976 warranty deed lists Columbia Foods, Inc. as the record holder for the Property. According to the Certificate of Ownership and Merger dated October 24 1978 Columbia Foods, Inc. became Iowa Beef Processors, Inc. A Certificate of Amendment dated July 23, 1982 certified a corporate name change from Iowa Beef Processors, Inc. to IBP, Inc. A Certificate of Amendment dated April 28, 2003 certified a corporate name change from IBP, Inc. to Tyson Fresh Meats, Inc. By the effect of the corporate merger and amendments to the corporate name, Tyson Fresh Meats, Inc. is the owner of this property subject to this Environmental Covenant. Tyson 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 Tyson has the power and authority to enter into this Environmental Covenant.

3. Reason for Activity and Use Limitations. The Property described above was previously used to operate a beef slaughterhouse. Soils under the wastewater storage lagoon identified as Pond 1, became contaminated with nitrate-nitrogen and ammonia-nitrogen. This Environmental Covenant is required because the operation of Pond 1 for more than thirty years resulted in residual concentrations of nitrate-nitrogen and ammonia-nitrogen in soil underlying Pond 1. Pond 1 is the same portion of the Property identified as the Restricted Area. A risk evaluation performed in January 2013 indicated that leaching of these residual concentrations in soils in Pond 1 could result in exceedence of the ground water standard for nitrate. An asphalt liner already exists at the bottom of Pond 1 and as part of this Environmental Covenant has been repaired and constructed to prevent nitrate levels from leaching into the groundwater. Therefore, the Environmental Covenant is required to limit future use of the Restricted Area to protect human health and the environment.

4. Name and Location of Administrative Record. A copy of the Tyson Pond 1 Closure Management Plan and related documents Restricted Area for this Property can be found in the Iowa Beef Processors, Inc. Reuse Permit LA-000054-03 WQ WW Reuse Permit Folder at the Idaho Department of Environmental Quality, Boise Regional Office, 1445 North Orchard, Boise, Idaho.

5. Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Tyson, and any successors-in-interest, are hereby restricted from using the Restricted Area of the Property now or at any time in the future, as specifically set forth below:

- A. The asphalt liner and the vegetated soil layer for Pond 1, in the Restricted Area, and described in the Pond 1 Closure Management Plan shall not be disturbed, except for maintaining the vegetated soil layer over the asphalt liner and repair of the asphalt liner to prevent leaching.
- B. There shall be no activity that inhibits the growth of the native vegetation within the Restricted Area, including the placement of any temporary or permanent structures, the placement or storage of any product or waste material, or grazing of livestock.
- C. There shall be no irrigation in the Restricted Area.
- D. With the exception of environmental assessment or remediation purposes there shall be no extraction of groundwater under the Restricted Area for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
- E. No buildings of any kind shall be constructed or located on the Restricted Area.

F. Excavation, perforation, or any other disturbances of soil in the Restricted Areas are prohibited, except that soil may be excavated in conjunction with asphalt cap maintenance, or other activities that are approved by the Department.

G. Monitoring wells MW1-4 (located on the Property and identified in Map 01 attached hereto, but outside the Restricted Area), as identified in the Pond 1 Closure Management Plan, shall be maintained by the property for future use and shall not be removed, permanently disabled, or otherwise taken permanently out of service.

6. Breach and Cure of Activity and Use Limitations. Tyson, or its successors-in-interest, shall be responsible for demonstrating that use within the Restricted Area is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the Activity and Use Limitations, Tyson, 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 Tyson or any successors-in-interest, and Department.

7. 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.

8. 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. Tyson, or its successors-in-interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

9. 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.

10. 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.

11. 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 Tyson, 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, Tyson, 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 § 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by Tyson, 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.

12. Compliance Reporting. Tyson, or and any successors-in-interest, shall submit to the Department on an annual basis written documentation verifying that the Activity and Use Limitations remain in place and their compliance with the Activity and Use Limitations.

13. Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Tyson or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Tyson, or its successors-in-interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successors, and/or any party to this Environmental Covenant to require that Tyson correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successors, and/or any persons identified in Idaho Code § 55-3011, to file civil actions against Tyson or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

14. 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.

15. 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.

16. Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property shall provide written

notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

17. 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 Tyson 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:

Tyson Fresh Meats, Inc.
2200 Don Tyson Parkway
Springdale, AR 72762
ATTN: Legal Department CP004

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: State Response Program Manager
1410 N. Hilton
Boise, ID 83706

18. 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.

19. 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.

20. 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.

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

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

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

Signature and Acknowledgments

Accepted:

Idaho Department of Environmental Quality

Signature: _____



Printed Name: Curt A. Fransen

Title: Director, Idaho Department of Environmental Quality

Date: 4/25/13

State of Idaho)
) ss.
County of Ada)

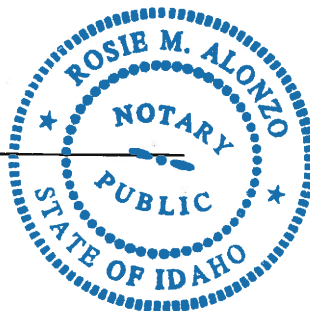
On this 25 day of April, in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Curt A. Fransen, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me 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.

Commission Expires: 1/30/2015

Rosie M. Alonzo
Notary Public for Idaho

Residing at Nampa, Idaho



Signature and Acknowledgments

Accepted:

Tyson Fresh Meats, Inc.

Signature: _____

Printed Name: Rodney Tademy

Title: Assistant Treasurer

Date: 4/17/13

State of Arkansas)
) ss.
County of Washington)

On this 17th day of April, in the year 2013, before me, a Notary Public in and for said County and State, personally appeared Rodney Tademy, known or identified to me to be the Assistant Treasurer of Tyson Fresh Meats, Inc. that executed this Environmental Covenant, and acknowledged to me that Tyson Fresh Meats, Inc. executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Amanda D Burcham
Notary Public:

Commission Expires: December 5, 2018

Exhibit A

Restricted Area Legal Description

A Description of a Pond Bottom situated in the Southwest Quarter of Section 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

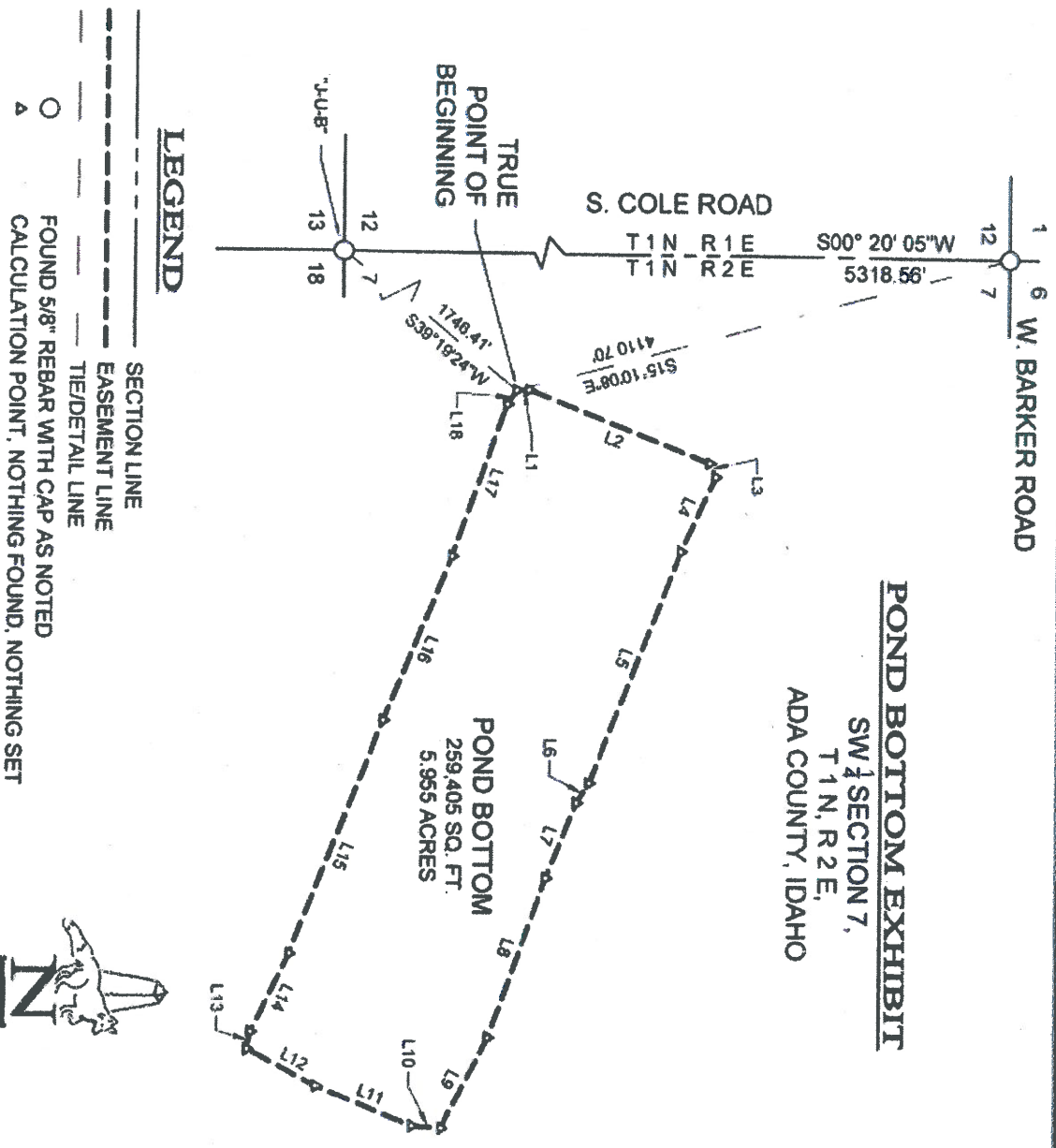
- A. Commencing at a found 5/8 inch rebar with plastic cap stamped "PLS 7045" marking the Corner common to Sections 6 and 7, Township 1 North, Range 2 East and Sections 1 and 12, Township 1 North, Range 1 East, from which a found 5/8 inch rebar with plastic cap stamped "JUB" marking the Corner common to Sections 7 and 18, Township 1 North, Range 2 East and Sections 12 and 13, Township 1 North, Range 1 East, bears South 00° 20' 05" West, a distance of 5,318.56 feet;**
- B. thence South 15° 10' 08" East from said Point of Commencement, a distance of 4,110.70 feet to the True Point of Beginning at the Bottom of an existing Pond from which said Section Corner common to Sections 7 and 18, 12 and 13 bears South 39° 19' 24" West a distance of 1,746.41 feet;**
- C. thence along said Pond Bottom the following courses and distances:**
- D. North 2° 19' 28" West a distance of 16.09 feet;**
- E. North 21° 20' 18" East a distance of 253.88 feet;**
- F. North 67° 38' 49" East a distance of 19.97 feet;**
- G. South 65° 35' 39" East a distance of 106.51 feet;**
- H. South 68° 39' 25" East a distance of 323.88 feet;**
- I. South 57° 32' 35" East a distance of 30.12 feet;**
- J. South 68° 18' 22" East a distance of 105.45 feet;**
- K. South 70° 33' 20" East a distance of 220.19 feet;**

- L. South 62° 56' 58" East a distance of 132.08 feet;**
- M. South 4° 01' 16" West a distance of 38.02 feet;**
- N. South 21° 52' 27" West a distance of 134.78 feet;**
- O. South 27° 42' 00" West a distance of 100.47 feet;**
- P. North 79° 01' 16" West a distance of 22.75 feet;**
- Q. North 64° 00' 06" West a distance of 113.17 feet;**
- R. North 68° 42' 35" West a distance of 326.72 feet;**
- S. North 67° 31' 30" West a distance of 230.77 feet;**
- T. North 70° 43' 44" West a distance of 210.06 feet;**
- U. North 56° 00' 57" West a distance of 21.63 feet;**

Containing 259,405 square feet (5.955 acres) more or less.

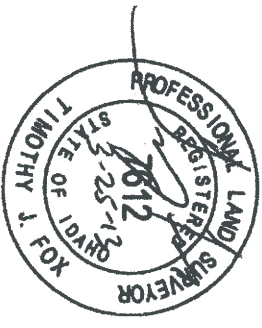
Refer to the attached "Pond Bottom Exhibit".

Subject to easements of record and not of record.



POND BOTTOM EXHIBIT
SW 1/4 SECTION 7,
T 1 N, R 2 E,
ADA COUNTY, IDAHO

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	16.09'	N02° 19' 28" W
L2	253.88'	N21° 20' 18" E
L3	19.97'	N67° 38' 49" E
L4	106.51'	S65° 35' 39" E
L5	323.86'	S68° 39' 25" E
L6	30.12'	S57° 32' 35" E
L7	105.45'	S68° 18' 22" E
L8	220.19'	S70° 33' 20" E
L9	132.08'	S62° 56' 58" E
L10	38.02'	S04° 01' 16" W
L11	134.78'	S21° 52' 27" W
L12	100.47'	S27° 42' 00" W
L13	22.75'	N79° 01' 16" W
L14	113.17'	N64° 00' 08" W
L15	326.72'	N66° 42' 35" W
L16	230.77'	N67° 31' 30" W
L17	210.05'	N70° 43' 44" W
L18	21.63'	N56° 00' 57" W



FOX LAND SURVEYS INC.
 (208) 342-7957

Exhibit B

Map of Restricted Area



Map 01

Monitoring Wells MW1-4

