

Recording Requested By and  
When Recorded Return to:

**2016-026627**

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**07/07/2016 08:54 AM**



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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MISC

AMALGAMATED SUGAR CO

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

Property. This Environmental Covenant concerns the real property depicted on the location map attached as Exhibit A attached hereto (hereafter referred to as "the Property") constituting a portion of the real property described on Exhibit B attached hereto, commonly known as 138 W Karcher Road, County of Canyon, State of Idaho.

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

Reason for Activity and Use Limitations. The Property described above is located on a portion of the TASCO sugar beet processing facility used to produce commercial grades of sugar products. Excavation of the areas described above revealed aged petroleum contaminants that were substantially removed during construction activities. Complete removal of possible contaminated soils was not practical because of interference with major process equipment located at the facility. This Environmental Covenant is required because the residual concentrations of petroleum contaminants in soil underlying the Property. These concentrations are above allowable risk-based concentration as determined by the Department

therefore future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the The Amalgamated Sugar Company, Nampa Facility file can be found at the Department's Boise Regional Office located at 1445 N. Orchard, Boise, ID 83706.

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

1. There shall be no extraction of groundwater under, the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation or an industrial or commercial use.
2. The Property, and any portion thereof may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.

Breach and Cure of Activity and Use Limitations TASCO, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the Owner or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. TASCO, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

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

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of

the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by TASCO, 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, TASCO, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by TASCO, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. TASCO, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

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

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

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



Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either TASCO 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: The Amalgamated Sugar Company LLC  
1951 South Saturn Way Suite 100  
Boise, ID 83709

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.

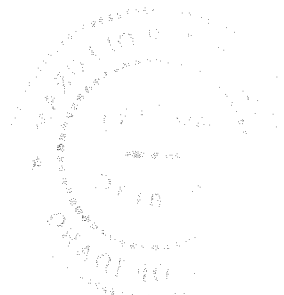
Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

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

Printed Name: John H. Tippetts

Title: Director, Idaho Department of Environmental Quality

Date: \_\_\_\_\_

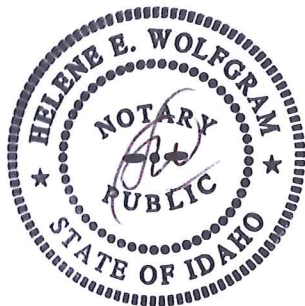
State of Idaho )

) ss.

County of Ada )

On this 22<sup>nd</sup> day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, 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: Helene E. Wolfgram

Residing at: Boise Idaho

Commission Expires: 10-31-2020

Signature and Acknowledgments

Accepted:

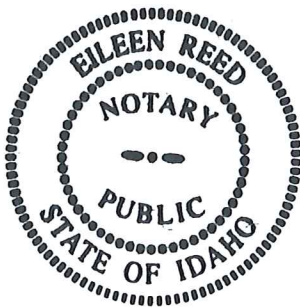
The Amalgamated Sugar Company LLC

Signature: \_\_\_\_\_  
Printed Name: Joseph P. Huff  
Title: Executive Vice President and Chief Operating Officer  
Date: 6/3/2016

State of Idaho            )  
                                      ) ss.  
County of \_\_\_\_\_ )

On this 3rd day of June, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared Joe Huff, known or identified to me to be the EXP + CEO of The Amalgamated Sugar Company LLC that executed this Environmental Covenant, and acknowledged to me that The Amalgamated Sugar Company LLC executed the same.

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



Notary Public for Idaho: Eileen Reed  
Residing at: Ada County  
Commission Expires: March 9, 2022

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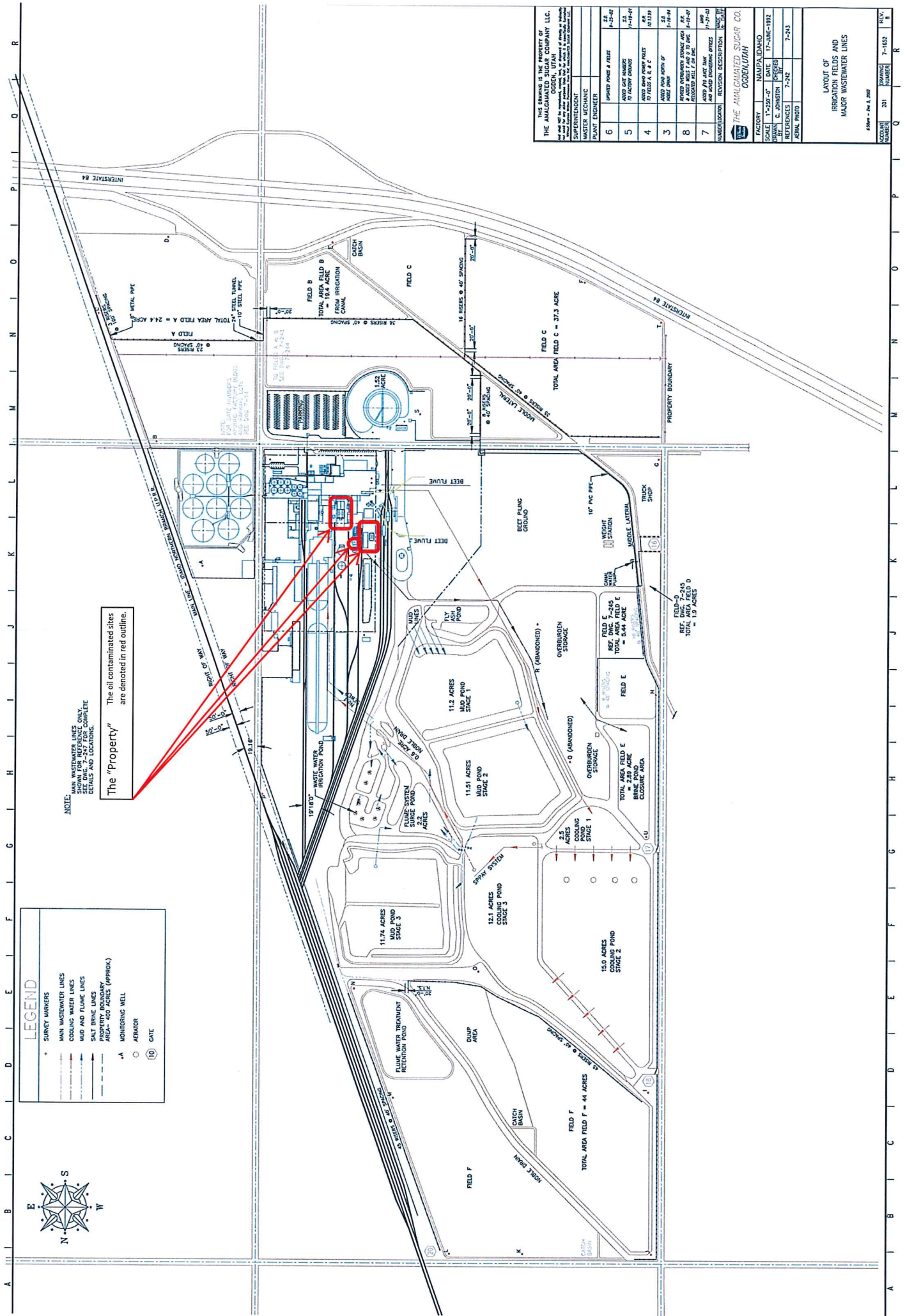
Environmental Covenant

Environmental Covenant





# Exhibit A





## **Exhibit B**

### **Parcel I:**

**All of the Northeast Quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying West of the Idaho Northern Railway right of way.**

### **Parcel II:**

**The Southeast Quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho;**

**EXCEPTING THEREFROM the South 25 feet for road right of way.**

**ALSO EXCEPTING THEREFROM a 100-foot right of way for the Idaho Northern Railway Company, Limited (now known as the Oregon Short Line Railroad Company) as described in that certain Deed dated July 9, 1903 and recorded July 21, 1903 in Book 26 of Deeds, Page 150, records of Canyon County, Idaho.**

**ALO EXCEPTING THEREFROM any portion deed to the City of Nampa under Instrument No. 200035069 and 200525292, records of Canyon County, Idaho.**

### **Parcel III:**

**BEGINNING at the Southwest corner of the Southwest Quarter of Section 10, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence North along the West line of the aforesaid Section 10, 871 feet; thence East 430 feet, more or less, to the right of way of the Idaho Northern Railroad; thence Southeasterly along said right of way to its intersection with the South line of said Section 10; thence West to the PLACE OF BEGINNING.**

**EXCEPTING THEREFROM any portion feed to the City of Nampa under Instrument No. 200035070, record of Canyon County, Idaho.**

### **Parcel IV:**

**All that portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying West of the Westerly boundary of the right of way of the Oregon Short Line Railroad Company (formerly the Idaho Northern Railway Company, Limited);**

**EXCEPTING THEREFROM:**

**A parcel of land being on the Northeasterly side of the centerline of Interstate 80N, Project No. I-IG-80N-1(23)35 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows, to-wit:**

y

**BEGINNING** at the West quarter corner of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence North 0°23'27" East along the West line of said Section 15 a distance of 1,321.41 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 15 and being the **REAL POINT OF BEGINNING**; thence continuing North 0°23'27" East along said West line a distance of 683.51 feet to a point coincident with Station 66+55.76 of the Nampa Boulevard Survey of Interchange No. 1 as shown on the plans of said Interstate 80N, Project No. I-IG-80N-1(23)35 Highway Survey; thence South 89°36'33" East 25.0 feet; thence South 0°23'27" West 505.54 feet to a point that bears South 87°58'19" East 40.0 feet from Station 61+50 of said Nampa Boulevard Survey; thence South 31°47'55" East 40.17 feet to a point in a line parallel with and 70.0 feet Northeasterly from the centerline and bears North 10°23'27" East from Station 0+50.0 of Ramp C-D Survey of Interchange No. 1 as shown on the plans of said Interstate 80N, Highway Survey; thence along said parallel line as follows: South 79°36'33" East 162.50 feet Southeasterly along a 642.96 foot radius curve right 295.98 feet to a point in the South line of said Northwest Quarter of the Northwest Quarter; thence North 89°36'33" West along said South line 476.11 feet to the **REAL POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM** any portion deeded to the City of Nampa under Instrument No. 200035071, records of Canyon County, Idaho.

**Parcel V:**

All that portion of the Northeast Quarter of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North of the property Conveyed to the State of Idaho for Interstate 80N, Project Nos. I-80N-1(24)28 and I-IG-80N-1(23)35 Highway Surveys as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the Northeast Quarter of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as described in Warranty Deed dated November 4, 1964, recorded February 19, 1965 as Instrument No. 561680, records of Canyon County, Idaho;

**EXCEPTING THEREFROM** the North 25 feet for road right of way.

**ALSO EXCEPTING THEREFROM** any portion deeded to the City of Nampa under Instrument No. 200035072, records of Canyon County, Idaho.

# Property Deed





D11 39939  
9700526

**SPECIAL WARRANTY DEED**  
*Nampa Factory*

- A. **Date:** December 31, 1996
- B. **Grantor:** THE AMALGAMATED SUGAR COMPANY, a Utah corporation qualified to do business in the State of Idaho
- C. **Grantor's Address (including County):** 2427 Lincoln Avenue  
P.O. Box 1520  
Ogden, Utah 84402  
(Weber County, Utah)
- D. **Grantee:** THE AMALGAMATED SUGAR COMPANY LLC, a Delaware limited liability company qualified to do business in the State of Idaho
- E. **Grantee's Address (including County):** 2427 Lincoln Avenue  
P.O. Box 1520  
Ogden, Utah 84402  
(Weber County, Utah)

F. **Consideration:**

TEN AND NO/100ths DOLLARS CASH and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged.

G. **Property (including any improvements):**

*See Exhibit A.*

H. **Reservations from and Exceptions to Conveyance and Warranty:**

*See Exhibit B.*

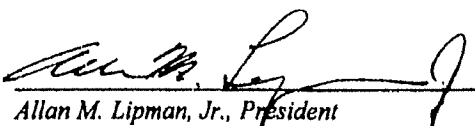
I. **Conveyance:**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

ATTEST:

The Amalgamated Sugar Company

  
\_\_\_\_\_  
John R. Lemke, Secretary

By:   
\_\_\_\_\_  
Allan M. Lipman, Jr., President

After recording return to:

John R. Lemke, Esq.  
2427 Lincoln Avenue  
P.O. Box 1520  
Ogden, Utah 84402

STATE OF COLORADO §  
§  
COUNTY OF DENVER §

This instrument was acknowledged before me of the 30<sup>th</sup> day of December, 1996, by Allan M. Lipman, Jr., President, and John R. Lemke, Secretary, of The Amalgamated Sugar Company, a Utah corporation, on behalf of said corporation.

[Seal]



Nikki Franklin  
Notary Public in and for the  
State of Colorado

My Commission Expires:

May 31, 1999.

## **EXHIBIT A**

### **Property (Including any Improvements)**

The property is situated in the State of Idaho, County of Canyon and is described as follows:

#### **PARCEL I**

**All of the Northeast Quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying West of the Idaho Northern Railway right of way.**

#### **PARCEL II**

**The Southeast Quarter of Section 9, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho;**

**EXCEPTING THEREFROM the South 25 feet for road right of way.**

**ALSO EXCEPTING THEREFROM a 100-foot right of way for the Idaho Northern Railway Company, Limited (now known as the Oregon Short Line Railroad Company) as described in that certain Deed dated July 9, 1903 and recorded July 21, 1903 in Book 26 of Deeds, Page 150, records of Canyon County, Idaho.**

#### **PARCEL III**

**BEGINNING at the Southwest corner of the Southwest Quarter of Section 10, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence  
North along the West line of the aforesaid Section 10, 871 feet; thence  
East 430 feet, more or less, to the right of way of the Idaho Northern Railroad; thence  
Southeasterly along said right of way to its intersection with the South line of said  
Section 10; thence  
West to the PLACE OF BEGINNING.**

#### **PARCEL IV**

**All that portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying West of the Westerly boundary of the right of way of the Oregon Short Line Railroad Company (formerly the Idaho Northern Railway Company, Limited);**

**EXCEPTING THEREFROM:**

**A parcel of land being on the Northeasterly side of the centerline of Interstate 80N, Project No. HG-80N-1(23)35 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows, to-wit:**

**BEGINNING at the West quarter corner of Section 15, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence**

**North 0° 23' 27" East along the West line of said Section 15 a distance of 1,321.41 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 15 and being the REAL POINT OF BEGINNING; thence continuing**

**North 0° 23' 27" East along said West line a distance of 683.51 feet to a point coincident with Station 66 + 55.76 of the Nampa Boulevard Survey of Interchange No. 1 as shown on the plans of said Interstate 80N, Project No. I-IG-80N-1(23)35 Highway Survey; thence**

**South 89° 36' 33" East 25.0 feet; thence**

**South 0° 23' 27" West 505.54 feet to a point that bears South 87° 58' 19" East 40.0 feet from Station 61 + 50 of said Nampa Boulevard Survey; thence**

**South 31° 47' 58" East 40.17 feet to a point in a line parallel with and 70.0 feet Northeasterly from the centerline and bears North 10° 23' 27" East from Station 0 + 50.0 of Ramp C-D Survey of Interchange No. 1 as shown on the plans of said Interstate 80N, Highway Survey; thence along said parallel line as follows:**

**South 79° 38' 33" East 162.50 feet Southeasterly along a 642.96-foot radius curve right 295.98 feet to a point in the South line of said Northwest Quarter of the Northwest Quarter; thence**

**North 89° 36' 33" West along said South line 476.11 feet to the REAL POINT OF BEGINNING.**

**Nampa Boulevard Survey Station Reference: 59 + 72.25 to 66 + 55.76.**

#### **PARCEL V**

**All that portion of the Northeast Quarter of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, lying North of the property conveyed to the State of Idaho for Interstate 80N, Project Nos. I-80N-1(24)28 and I-IG-80N-1(23)35 Highway Surveys as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the Northeast Quarter of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as described in Warranty Deed dated November 4, 1964, recorded February 19, 1965 as Instrument No. 561680, records of Canyon County, Idaho;**

**EXCEPTING THEREFROM the North 25 feet for road right of way.**



## EXHIBIT B

### Reservations from and Exceptions to Conveyance and Warranty

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to June 28, 1996.
- B. **GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession not shown by the public records."
  2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises including, but not limited to, insufficient or impaired access and matters contradictory to any survey plat shown by the public records."
  3. Easements, or claims of easements, not shown by the public records."
  4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records."
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records."
  6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records."
- C. **SPECIAL EXCEPTIONS:**
1. **General taxes for the year 1995, which are a lien, of which the first half is paid and the second half is delinquent.**
  2. **General taxes for the year 1996, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.**
  3. **Sewerage charges and special assessment powers for the City of Nampa. None now show of record.**
  4. **Liens and assessments of the Pioneer Irrigation District, and the rights and powers of said district as by law provided. No search made.**
  5. **Reservations in U.S. Patent recorded in Book 1 of Patents at Page 550, Book 1 of Patents at Page 578, Book 3 of Patents at Page 340 and Book 3 of Patents at Page 358, as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."**
  6. **Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.**

7. **Rights of way for irrigation and drainage ditches and canals and roads, including but not limited to Northside Boulevard, Karcher Road, Noble Slough Drain and Middle Lateral.**
8. **Any questions or losses arising as to location and distances of OREGON SHORT LINE RAILROAD, formerly the IDAHO NORTHERN RAILWAY.**
9. **Private railroad and railroad spur and any agreements for the operation thereof and connection to the Idaho Northern Railway, Oregon Short Line Railroad and/or Union Pacific Railroad. (Parcels I and II)**
10. **Agreement dated September 1, 1938 with OREGON SHORT LINE RAILROAD COMPANY, a Utah corporation, et al, and LOLA G. JACOBS, et al, for water way under and through the right of way of said railroad company, recorded September 30, 1938 as Instrument No. 236996, records of Canyon County, Idaho. (Parcel IV)**
11. **Pipe Line Agreement dated May 10, 1945 with OREGON SHORT LINE RAILROAD COMPANY, a Utah corporation, and UNION PACIFIC RAILROAD COMPANY, for pipeline under and through right of way of said railroad, recorded June 6, 1945 as Instrument No. 299294, records of Canyon County, Idaho. (Parcel IV)**
12. **Agreement for Sewer Line Crossing Railroad Right of Way dated July 18, 1952 by OREGON SHORT LINE RAILROAD COMPANY, a Utah corporation, and its lessee, UNION PACIFIC RAILROAD COMPANY and THE AMALGAMATED SUGAR COMPANY, recorded October 20, 1953 as Instrument No. 393232. (Parcel IV)**
13. **Easement of Way for Gas Pipeline dated September 11, 1957 by the AMALGAMATED SUGAR COMPANY, a Utah corporation, to INTERMOUNTAIN GAS COMPANY, an Idaho corporation, recorded September 23, 1957 as Instrument No. 448131, records of Canyon County, Idaho. (Parcel II)**
14. **Right of way for gas line along East boundary as disclosed by Agreement dated April 10, 1957 between OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, and INTERMOUNTAIN GAS COMPANY, an Idaho corporation, recorded October 29, 1957 as Instrument No. 449198, records of Canyon County, Idaho. (Parcel II)**
15. **Right of the State of Idaho to abutters access rights from the subject premises to the Highway and Negative Easement by Peter J. Korn in Deed to the State of Idaho recorded September 14, 1964 as Instrument No. 554952, records of Canyon County, Idaho, as follows:**

**"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."**

**Grantor further agrees that no billboards or other advertising signs will be permitted closer than 100 feet from the real property above described, excepting signs pertaining to business established on lands adjacent to the described property. (Parcel IV)**

16. Easement dated August 5, 1964 by PETER J. KORN, a single man, to THE STATE OF IDAHO, and PIONEER IRRIGATION DISTRICT, recorded September 14, 1964 as Instrument No. 554953, records of Canyon County, Idaho. (Parcel IV)
17. Sanitary Sewer Easement dated November 30, 1964 by THE AMALGAMATED SUGAR COMPANY, INC., a Utah corporation, to CITY OF NAMPA, a municipal corporation, recorded December 28, 1964 as Instrument No. 559129, records of Canyon County, Idaho. (Parcel V)
18. Right of the State of Idaho to abutters access rights from the subject premises to the Highway and Negative Easement by The Amalgamated Sugar Company in Deed to the State of Idaho recorded February 19, 1965 as Instrument No. 561680, records of Canyon County, Idaho, as follows:

"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

Grantor further agrees that no billboards or other advertising signs will be permitted closer than 100 feet from the real property above described, excepting signs pertaining to business established on lands adjacent to the described property. (Parcel V)

19. Easement dated November 10, 1964 by THE AMALGAMATED SUGAR COMPANY, a Utah corporation, to the STATE OF IDAHO and THE PIONEER IRRIGATION DISTRICT, recorded February 19, 1965 as Instrument No. 561681, records of Canyon County, Idaho. (Parcel V)
20. IDAHO POWER COMPANY Power Line Easement dated July 22, 1965 by PETER J. KORN, a single man, to IDAHO POWER COMPANY, a corporation, recorded February 1, 1966 as Instrument No. 576674, records of Canyon County, Idaho, granting right of way on, over and across the herein described property for poles, lines, attachments, ingress and egress, and the right to trim trees and shrubbery. (Parcel IV)
21. Right of way for gas pipeline as disclosed by Agreement dated February 27, 1968 between OREGON SHORT LINE RAILROAD COMPANY, a corporation in the State of Utah, and its Lessee, UNION PACIFIC RAILROAD, a corporation in the State of Utah, and INTERMOUNTAIN GAS CO., an Idaho corporation, recorded May 7, 1968 as Instrument No. 611043, records of Canyon County, Idaho. (Parcel I)
22. Easements in Warranty Deed dated December 27, 1968 by AMALGAMATED SUGAR COMPANY to ROY A. SHANNON, et al, recorded January 21, 1969 as Instrument No. 622793, records of Canyon County, Idaho. (Parcel V)

Agreement dated July 22, 1983 by and between THE AMALGAMATED SUGAR COMPANY and ROY A. SHANNON, et al, recorded October 27, 1983 as Instrument No. 990149, records of Canyon County, Idaho. (Parcel V)



23. Gas pipeline as disclosed by Gas Pipe Line Agreement dated March 13, 1969 between OREGON SHORT LINE RAILROAD, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, and INTERMOUNTAIN GAS CO., an Idaho corporation, recorded June 16, 1969 as Instrument No., 629739, records of Canyon County, Idaho. (Parcel IV)
24. Easement for Right of Way dated October 17, 1973 by THE AMALGAMATED SUGAR COMPANY to the NAMPA HIGHWAY DISTRICT NO. 1 of Canyon County, State of Idaho, recorded November 2, 1973 as Instrument No. 717232, records of Canyon County, Idaho. (Parcels II and V)
25. IDAHO POWER COMPANY Underground Power Line Easement dated August 27, 1975 by THE AMALGAMATED SUGAR COMPANY, INC. to IDAHO POWER COMPANY, a corporation, recorded October 2, 1975 as Instrument No. 759068, records of Canyon County, Idaho. (Parcel II)
26. IDAHO POWER COMPANY Underground Power Line Easement dated July 11, 1975 by THE AMALGAMATED SUGAR COMPANY, INC. to IDAHO POWER COMPANY, a corporation, recorded October 2, 1975 as Instrument No. 759069, records of Canyon County, Idaho. (Parcel II)
27. IDAHO POWER COMPANY Power Line Easement dated May 28, 1975 by THE AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, recorded March 4, 1976 as Instrument No. 768857, records of Canyon County, Idaho. (Parcel II)
28. IDAHO POWER COMPANY Power Line Easement dated June 4, 1975 by the AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, recorded March 4, 1976 as Instrument No. 768858, records of Canyon County, Idaho. (Parcel II)
29. IDAHO POWER COMPANY Power Line Easement dated June 14, 1976 by THE AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, recorded February 10, 1977 as Instrument No. 793853, records of Canyon County, Idaho. (Parcel II)
30. IDAHO POWER COMPANY Power Line Easement dated January 20, 1978 by THE AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, recorded May 16, 1978 as Instrument No. 830817, records of Canyon County, Idaho. (Parcel IV)
31. Power Line Easement as granted by AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation by instrument recorded February 18, 1988 as Instrument No. 8803108, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (Parcel I)

32. Power Line Easement as granted by AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988 as Instrument No. 8820161, record of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (Parcel II)
33. Power Line Easement as granted by AMALGAMATED SUGAR COMPANY to IDAHO POWER COMPANY, a corporation, by instrument recorded October 2, 1989 as Instrument No. 8918397, record of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (Parcel II)
34. A Mortgage to secure an indebtedness as shown below, and any other obligation secured thereby

Amount: \$75,000,000.00  
Dated: March 1, 1990  
Mortgagor: THE AMALGAMATED SUGAR COMPANY, a Utah corporation  
Mortgagee: UNITED STATES NATIONAL BANK OF OREGON  
Recorded: March 16, 1990 as Instrument No. 9004769

Agreements to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: The Amalgamated Sugar Company  
Recorded: October 30, 1991 as instrument no. 9121709  
Recorded: August 11, 1992 as instrument no. 9218183  
Recorded: July 20, 1993 as instrument no. 9316638  
Recorded: June 3, 1994 as instrument no. 9416949

REQUEST PIONEER - NAMPA  
TYPE Deed FEE 27.00

RECORDED  
CANYON CNTY RECORDER  
*C. Dropp*

97 JAN 7 PM 4 02

RECORDED

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