

When Recorded Return To:

William F. Joyce
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DOCUMENT TITLE: Restrictive Covenant

COVENANTOR: Cenex Harvest States Cooperatives, a Minnesota Cooperative Corporation

COVENANTEE: Washington State Department of Ecology

LEGAL DESCRIPTION: Parcel 1: That portion of Block 21, Central Quincy, according to the plat thereof recorded in volume 1 of plats. Parcel 2: That portion of vacated Fifth Avenue, southeast lying between Lot 1, Block 20. (Additional Legal on page 2).

REFERENCE NUMBER: N/A

ASSESSOR'S PROPERTY TAX
PARCEL/ACCOUNT NUMBERS: 04-0319-000, 04-0320-000, 04-0321-000, 04-0322-000, 04-0323-000, 04-0324-000, 04-0325-000, 04-0326-000, 04-0520-000, 04-0481-000, and 04-0521-000

**RESTRICTIVE COVENANT
CENEX HARVEST STATES COOPERATIVES**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Cenex Harvest States

Cooperatives, a Minnesota Cooperative Corporation ("Owner"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

This Restrictive Covenant for Owner's Property ("Property") is a component of the Remedial Action for the Cenex Harvest States Cooperatives, a Minnesota Cooperative Corporation/Quincy Site ("Cenex/Quincy Site"). The Remedial Action conducted at the Cenex/Quincy Site is described in the following documents, which are on file at Ecology's Eastern Regional Office:

1. Cleanup Action Plan: Cenex/Quincy Site, Quincy, WA dated February 22, 2001.
2. Consent Decree: Cenex/Quincy Site, Quincy, WA dated March 6, 2001.
3. Remedial Investigation dated October 23, 1997.
4. Supplement to Remedial Investigation dated November 13, 1997.
5. Feasibility Study dated February 10, 2000.

This Restrictive Covenant is required because fumigant constituent chemicals, primarily 1,2-Dichloropropane, and other hazardous substances are present in groundwater at the Property in concentrations which exceed the Model Toxics Control Act Method B Cleanup Levels for groundwater established under WAC 173-340-720.

The undersigned Owner is the fee owner of real property in the County of Grant, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows:

Parcel 1: That portion of Block 21, Central Quincy, according to the plat thereof recorded in volume 1 of plats, page 18, records of Grant County, Washington, and the southwest quarter of Section 8, Township 20 north, Range 24 E.W.M., Grant County, Washington, described as follows:

Beginning at the southwest corner of Lot 8, of said Block 21; thence east along the south line of said Block 21 and the easterly extension thereof a distance of 440 feet; thence north parallel with the east line of said Block 21 and the northerly extension thereof to the southerly right of way line of east Division Street, as now located; thence westerly along said southerly right of way line to an intersection with the northerly extension of the west line of said Block 21; thence southerly along the northerly extension of the west line of said Block 21 and along the said west line to the point of the beginning.

Parcel 2: That portion of vacated Fifth Avenue, southeast lying between Lot 1, Block 20, and Lot 8, Block 21, Central Quincy, according to the plat thereof recorded in volume 1 of plats, page 18, records of Grant County, Washington, more particularly described as follows:

Beginning at the northeast corner of said Lot 1, thence south along the easterly boundary line thereof to the southeast corner of said Lot 1; thence east along the south boundary line of said Lot 1, extended to the southwest corner of said Lot 8; thence north along the west boundary line of said Lot 8 to the northwest corner thereof; thence west along the north boundary line of said Lot 8, extended to the point of beginning.

The Owner makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property.

Section 1. The Property contains fumigant constituent chemicals and other hazardous substances in groundwater at concentrations that exceed the Model Toxics Control Act Method B Cleanup Levels established under WAC 173-340-720 as shown on Table 4 of the Cleanup Action Plan. Any activity on the Property that may result in the release or exposure to the environment of hazardous substances that remain on the Property as part of the Remedial Action, or that may create a new exposure pathway, is prohibited. Such activities are permissible only if: (1) they are allowed or required under the Cleanup Action Plan; (2) they are part of monitoring activities associated with an Ecology-approved compliance monitoring plan; (3) they are necessary in response to emergency situations; or (4) Ecology provides prior written approval.

Section 2. No groundwater may be taken or withdrawn from the Property for any use unless: (1) the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan; or (2) the groundwater removal is approved in writing by Ecology prior to withdrawal.

Section 3. Any activity on the Property that may interfere with groundwater compliance monitoring, remedial actions identified in the Cleanup Action Plan, and continued protection of human health and the environment is prohibited without prior written approval by Ecology.

Section 4. The Owner of the Property must give thirty (30) days' advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action Ecology shall be notified of the name, mailing address, and telephone number of the person or persons who intend to acquire the title, easement, lease, or other interest in the Property at least thirty (30) days prior to completion of the transaction.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow Ecology or Cenex, and their employees, agents, contractors, and authorized representatives, an irrevocable right to enter upon the Property with reasonable notice and at any reasonable time for purposes of allowing Ecology or Cenex to monitor and enforce compliance with the Consent Decree, including but not limited to: (1) performing groundwater monitoring required under the Consent Decree; (2) conducting such other tests or collecting such other samples as Ecology may deem necessary; (3) using a camera, sound recording, or other documentary type equipment to record work done pursuant to the Consent Decree; and (4) verifying the data submitted to Ecology by Cenex. Ecology and Cenex, and any persons acting for them, shall use reasonable efforts not to interfere with the operations of Owner or Owner's lessees by any such entry. In the event that Ecology or Cenex enters the Property for reasons other than emergency response, Ecology and Cenex agree that they shall provide reasonable notice to Owner of any planned activity, as well as schedules and locations of activities on the Property. Ecology and Cenex further agree to consider any requests to modify their scheduled entry or activities at the Property. Notwithstanding any provision of this Restrictive Covenant, Ecology retains all of its access authorities and access rights, including enforcement authorities related thereto, under applicable law.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

COVENANTOR

Cenex Harvest States Cooperatives,

By: 

Its Exec. VP, CFO

STATE OF MINNESOTA)
COUNTY OF DAKOTA) ss.

I certify that I know or have satisfactory evidence that John Schmitz
is the person who appeared before me, and said person acknowledged that he/she was
authorized to execute the instrument and acknowledged it as Executive Vice President of
Cenex Harvest States Cooperatives, a Minnesota Cooperative Corporation to be the free
and voluntary act and deed of such party for the uses and purposes mentioned in this
instrument.

SUBSCRIBED AND SWORN TO before me this 24th day of October,
2001.

Esther I. Longseth
(Signature of Notary)

Esther I. Longseth
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Minnesota, residing at Stillwater, MN
My Appointment Expires: 1/31/05

