

OGDEN  
MURPHY  
WALLACE  
P.L.L.C.  
ATTORNEYS AT LAW

OCT 21 2002

*Tod A. Gold*  
206.447.7211  
*tgold@omwlaw.com*

October 17, 2002

Malcolm McDonald  
Cenex Harvest States Cooperatives  
MS: 625  
P.O. Box 64089  
St. Paul, MN 55164-0089

**Re: Cenex Harvest States Cooperatives/Quincy Site  
Recorded Restrictive Covenant for Blakal Properties, Inc.**

Dear Malcolm:

Enclosed please find a copy of the recorded version of the Restrictive Covenant for the Blakal Properties, Inc., property in Quincy, Washington.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.

Tod A. Gold



TAG/maz

Enclosure

cc: Jerry Eide (w/encl.)  
Darrell Van Dyke (w/encl.)

Established 1902

A Member of the International Lawyers Network with independent member law firms worldwide

**EXHIBIT A**

When Recorded Return To:

William F. Joyce  
OGDEN MURPHY WALLACE, P.L.L.C.  
1601 Fifth Avenue, Suite 2100  
Seattle, Washington 98101-1686  
(206) 447-7000 – Fax (206) 447-0215

---

DOCUMENT TITLE:	Restrictive Covenant
COVENANTOR:	Blakal Properties, Inc.
COVENANTEE:	Washington State Department of Ecology
LEGAL DESCRIPTION:	Part of the S1/2 of Section 8, Township 20 North, Range 24 East, Willamette Meridian, Grant County, Washington (Additional Legal on page 2).
REFERENCE NUMBER:	N/A
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:	04-0525-043; 18-2400-000

**RESTRICTIVE COVENANT  
BLAKAL PROPERTIES, INC., PROPERTY**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Blakal Properties, Inc. ("Owner"), its successors and assigns, and the Washington State Department of Ecology, its successors and assigns ("Ecology").

This Restrictive Covenant for Owner's Property ("Property") is a component of the Remedial Action for the Cenex Harvest States Cooperatives/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:



OGDEN MURPHY

COV

1. Cleanup Action Plan: Cenex/Quincy Site, Quincy, WA, dated February 22, 2001.
2. Consent Decree: Cenex/Quincy Site, Quincy, WA, 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:

Part of the S1/2 of Section 8, Township 20 North, Range 24 East, Willamette Meridian, Grant County, Washington.

The Northerly 108.0 feet of the Southerly 148.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300.0 foot wide Station Ground property at Quincy, Washington, being 100.0 feet wide on the Northern side and 200.0 feet wide on the Southerly side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the S1/2 of Section 8, Township 20 North, Range 24 East, W.M., Grant County, Washington, lying between two lines drawn parallel with and distant, respectively, 52.0 feet and 160.0 feet Southerly, as measured at right angles from said Main Track centerline, bounded by two lines drawn at right angles to said Main Track centerline distant, respectively, 0.0 feet and 300.0 feet Westerly from the North-South centerline of said Section 8, as measured along a line drawn parallel with and distant 160.0 feet Southerly, as measured at right angles from said Main Track centerline.

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

Darrell Van Dyke Pres.  
Blakal Properties, Inc.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF GRANT )

I certify that I know or have satisfactory evidence that Darrell Van Dyke is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as President of Blakal Properties, Inc., 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 10 day of Sept, 2002.



Krista K Allen  
(Signature of Notary)

Krista K Allen  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the state of Washington, residing at Olympia  
My Appointment Expires: 11-15-2004