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SALTER  
JOYCE  
ZIKER

JUN 7 2004

Tod A. Gold  
Direct Dial: 206.957.5953  
Email: tgold@sjzlaw.com

June 1, 2004

Grant County Auditor's Office  
ATTN: Recording Department  
35 C Street NW  
Ephrata, WA 98837

Re: Recording Restrictive Covenant

Dear Auditor:


Enclosed for recording is an original Restrictive Covenant for real property owned by CHS Inc. in Quincy, Washington. A check in the amount of \$22.00 for fees associated with the recording of this document is also enclosed.

A self-addressed envelope is provided for returning the recorded original Restrictive Covenant to William F. Joyce.

Thank you for your assistance, and please call me if you have any questions.

Sincerely,

SALTER JOYCE ZIKER, PLLC

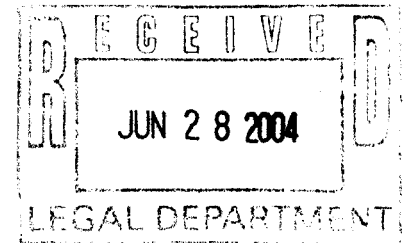


Tod A. Gold

TAG/maz

Enclosures

cc: / Malcolm McDonald (w/o encls.)



Tod A. Gold  
Direct Dial: 206.957.5953  
Email: [tgold@sjzlaw.com](mailto:tgold@sjzlaw.com)

June 24, 2004

John Roland  
Eastern Regional Office  
Department of Ecology  
N. 4601 Monroe  
Spokane, WA 99205-1295

Re: Quincy Site  
Restrictive Covenant

Dear John:

Enclosed please find a copy of the recorded version of the Restrictive Covenant for the property in Quincy, Washington, recently purchased by CHS Inc. from Burlington Northern and Santa Fe Railway Company. The Restrictive Covenant was executed in accordance with requirements under the Cleanup Action Plan and Consent Decree for the Quincy Site.

Please call me if you have any questions.

Very truly yours,

SALTER JOYCE ZIKER, PLLC

A handwritten signature in cursive script, appearing to read "Tod A. Gold".

Tod A. Gold

TAG/maz

Enclosure

cc: Malcolm McDonald (w/encl.)

When Recorded Return To:

William F. Joyce  
SALTER JOYCE ZIKER, PLLC  
1601 Fifth Avenue, Suite 2040  
Seattle, Washington 98101-1686  
(206) 957-5951 – Fax (206) 957-5961

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DOCUMENT TITLE: Restrictive Covenant  
COVENANTOR: CHS Inc.  
COVENANTEE: Washington State Department of Ecology  
LEGAL DESCRIPTION: Part of NE1/4SW1/4 of Section 8, Township 20  
North, Range 24 East, W. M., Grant County,  
Washington, additional legal description is on page 2.  
REFERENCE NUMBER: N/A  
ASSESSOR'S PROPERTY TAX  
PARCEL/ACCOUNT NUMBER: 18-2416-002

**RESTRICTIVE COVENANT  
CHS 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 CHS 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 CHS/Quincy Site ("CHS/Quincy Site"). The Remedial Action conducted at the CHS/Quincy Site, formerly known as 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, March 6, 2001.

2006 003 ad200707



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 the Remedial Action resulted in residual concentrations of fumigant constituent chemicals, primarily 1,2-Dichloropropane, and other hazardous substances at the Property in concentrations which exceed the Model Toxics Control Act Method B Cleanup Levels for groundwater and soils 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:

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 Northerly 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 NE1/4SW1/4 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 200.0 feet Southerly, as measured at right angles from said Main Track centerline, bounded on the West by the Easterly boundary of that certain tract of land described in deed to Cenex Harvest States Cooperatives, dated February 26, 1999, recorded with the Grant County Auditor as document number 1042590 and the Southerly prolongation of said Easterly boundary, bounded on the East by a line at right angles to said Main track centerline distant Westerly 300.0 feet 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 and soils 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. In the case of an emergency, Ecology shall be contacted within 48 hours of the incident.

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. No production well will be installed within the Property.

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

Section 4. The Owner shall maintain a fence surrounding the property and an impermeable asphalt cap to limit exposure to soils. Any activity on the Property that may result in the release and exposure to the environment of contaminated soil that was contained as part of the cleanup action is prohibited without prior written approval by Ecology.

Section 5. 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 6. 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 7. 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 8. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial

Action; to take samples, to inspect remedial actions, conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 9. 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

  
CHS Inc.

John McEnroe, Vice President

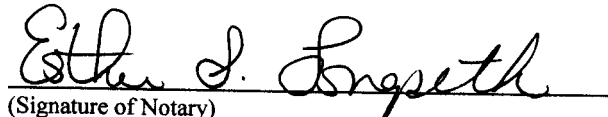
STATE OF MINNESOTA

COUNTY OF DAKOTA

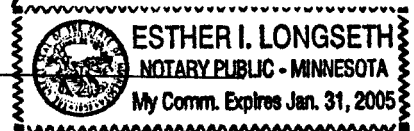
)  
) ss.  
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I certify that I know or have satisfactory evidence that John McEnroe is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Vice President of CHS Inc. 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 6th day of May, 2004.

  
(Signature of Notary)

(Print or stamp name of Notary)



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



5500 Cenex Drive  
Inver Grove Heights, MN  
55077

651-355-6000  
chsinc.com

May 11, 2004

Tod A. Gold  
Salter Joyce Ziker, PLLC  
1601 Fifth Avenue, Suite 2040  
Seattle, WA 98101-1686

Re: Quincy Site

Dear Tod:

Here is the executed, revised Restrictive Covenant for the "BNSF Property" which, of course, is now CHS' property. Thanks again.

Sincerely,

A handwritten signature in black ink, appearing to read "MGM", with a stylized flourish at the end.

Malcolm G. McDonald, Senior Legal Counsel (Direct Dial # 651-355-3726)

When Recorded Return To:

William F. Joyce  
SALTER JOYCE ZIKER, PLLC  
1601 Fifth Avenue, Suite 2040  
Seattle, Washington 98101-1686  
(206) 957-5951 – Fax (206) 957-5961

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COVENANTEE: Washington State Department of Ecology  
LEGAL DESCRIPTION: Part of NE1/4SW1/4 of Section 8, Township 20 North, Range 24 East, W. M., Grant County, Washington, additional legal description is on page 2.  
REFERENCE NUMBER: N/A  
ASSESSOR'S PROPERTY TAX  
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CHS Inc.

John McEnroe, Vice President

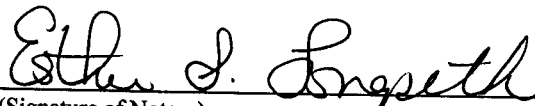
STATE OF MINNESOTA )

COUNTY OF DAKOTA )

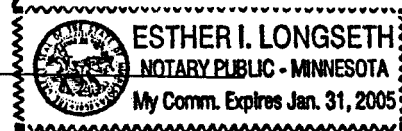
) ss.  
)

I certify that I know or have satisfactory evidence that John McEnroe is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Vice President of CHS 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 6th day of May, 2004.

  
(Signature of Notary)

(Print or stamp name of Notary)



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