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June 11, 2002

JUN 14 2002

Steven W. Hale
Perkins Coie L.L.P.
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099

Re: Cenex Harvest States Cooperatives – Quincy Site
Recorded Restrictive Covenant

Dear Steve:

Enclosed please find a copy of the recorded version of the Restrictive Covenant for the School District No. 144 Property in Quincy, Washington.

Thank you for your substantial assistance in this matter.

Very truly yours,

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

Tod A. Gold

TAG/maz

Enclosure

cc: Guy Gregory (w/encl.)
Ken Lederman (w/encl.)
Paul Michel (w/encl.)
Jerry Eide (w/encl.)
Malcolm McDonald (w/encl.) ✓

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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:	School District No. 144
COVENANTEE:	Washington State Department of Ecology
LEGAL DESCRIPTION:	Commencing at the northeast corner of Lot 16, Block 21, Central Quincy, according to the plat thereof on file in the Auditor's Office of Grant County (Additional Legal on pages 1 and 2).
REFERENCE NUMBER:	N/A
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:	04-0484-000

**RESTRICTIVE COVENANT
SCHOOL DISTRICT NO. 144 PROPERTY**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 (1) (f) and (g) and WAC 173-340-440 by School District No. 144 ("Owner"), its successors and assigns, and the Washington State Department of Ecology, its successors and assigns ("Ecology").

The Owner is the fee owner of real property in the County of Grant, state of Washington, that is subject to this Restrictive Covenant and is legally described as follows ("Property"):

Commencing at the northeast corner of Lot 16, Block 21, Central Quincy, according to the plat thereof on file in the Auditor's Office of Grant County, thence easterly on a line which is the north boundary line of the said Lot 16, Block 21, extended

easterly a distance of forty (40) feet; thence southerly on a line parallel with the east boundary line of the said Lot 16, Block 21 to a point where said line intersects with the South Boundary line of the said Lot 16, Block 21, extended Easterly; thence westerly along the said south boundary line of the said Lot 16, Block 21, extended easterly to the southeast corner of the said Lot 16; thence northerly along the easterly boundary line of the said Lot 16, Block 21, to the true point of beginning.

This Restrictive Covenant for the Property is a component of the Remedial Action for the Cenex Harvest States Cooperatives ("Cenex") Site in Quincy, Washington ("Cenex/Quincy Site"), as described in the Consent Decree dated March 6, 2001, between Cenex and Ecology and in the Cleanup Action Plan dated February 22, 2001, which is an exhibit to the Consent Decree. These documents and the following additional documents relating to the Cenex/Quincy Site are on file at Ecology's Eastern Regional Office:

1. Remedial Investigation dated October 23, 1997.
2. Supplement to Remedial Investigation dated November 13, 1997.
3. 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 that exceed the Model Toxics Control Act ("MTCA") Method B Cleanup Levels for groundwater established under WAC 173-340-720, as set forth in Table 4 of the Cleanup Action Plan. These hazardous substances migrated to the Property through the groundwater from a source located off the Property.

MTCA requires institutional controls on properties where the concentrations of such hazardous substances in the groundwater exceed the MTCA Cleanup Levels. Although the Owner is not a party to the Consent Decree, it has agreed without prejudice to placing this Restrictive Covenant on the Property. By entering into and filing this Restrictive Covenant, the Owner does not admit to any liability for the contamination that is the subject of the Cleanup Action Plan and reserves all rights it may have against Cenex or any other persons or entities with regard to such contamination. Ecology has reviewed and approved this Restrictive Covenant.

The Owner makes the following declaration without prejudice 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 the Owner's successors and assigns, including all future owners of any portion of or interest in the Property.

Section 1. Any activity on the Property that may result in the release or exposure to the environment of hazardous substances or that may create a new exposure pathway for hazardous substances is prohibited. Such activities are permissible only if Ecology provides written approval for the activities, or if: (1) the activities are allowed or required under the

Cleanup Action Plan; (2) the activities are part of monitoring activities associated with an Ecology-approved compliance monitoring plan; (3) the activities are necessary in response to emergency situations; or (4) excavation or other activities connected with site development or construction will not extend below 10 feet below ground surface and appropriate health and safety protocols are followed.

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

Section 3. Any activity on the Property that may interfere with Ecology-approved 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 Ecology to have access to the Property for continued monitoring, operation, and maintenance of the Remedial Action. Owner shall notify Ecology of the name, mailing address, and telephone number of any person or persons to whom Owner intends to convey any interest in the Property at least thirty (30) days prior to completion of the transaction.

Section 5. The Owner shall 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 shall 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 permit Ecology and its employees, agents, contractors, and designated representatives the right to enter upon the Property with reasonable notice and at any reasonable times for purposes of evaluating Cenex's compliance with the Cleanup Action Plan and other requirements imposed on Cenex pursuant to the Consent Decree, including but not limited to: (1) observing or performing groundwater compliance monitoring required under the Consent Decree; (2) conducting tests and collecting samples as Ecology may deem necessary, including using a camera, sound recording, or other documentary type equipment to record work done pursuant to the Cleanup Action Plan; and (3) verifying the data submitted to Ecology by Cenex. Ecology and its employees, agents, contractors, and designated representatives shall use reasonable efforts not to interfere with the operations of Owner or Owner's lessees by any such entry. Except in the event of an

emergency, Ecology shall provide reasonable notice to Owner of any planned entry onto the Property, including the schedule and location of such activity, and Ecology shall consider reasonable requests to modify its 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 (12) 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, provided such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

COVENANTOR

Lynn Rouse
School District No. 144
Lynn Rouse
Superintendent

STATE OF WASHINGTON)
) ss.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Lynn Rouse is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Superintendent of School District No. 144 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 14th day of May 2002,
2002.

Steven W. Hale
(Signature of Notary)
Steven W. Hale
(Print or stamp name of Notary)
NOTARY PUBLIC
WASHINGTON

NOTARY PUBLIC in and for the state of
Washington, residing at Seattle, WA
My Appointment Expires: 5-29-03