



After Recording Return to:
Patti Carter
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

Restrictive (Environmental) Covenant

Environmental Covenant

Grantor: Cenex Petroleum, Inc.

Grantee: State of Washington, Department of Ecology

Legal: LOT 1, BLOCK 1, RAY'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 91, IN THE CITY OF SPOKANE VALLEY, SPOKANE COUNTY, WASHINGTON

Tax Parcel Nos.: 45021.6301

Grantor, Cenex Petroleum, Inc., hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 5th day of May, 2009 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

- Spill Characterization & Sampling Report, Zip Trip, 15019 East Trent Avenue, Spokane Valley, Washington: Able Clean-up Technologies Inc., April 21, 2008.
- Work Plan for Zip Trip #25, 15019 East Trent Avenue, Spokane Valley, Washington: Able Clean-up Technologies Inc., October 24, 2008.
- Phase II Drilling for Zip Trip #25, 15019 East Trent Avenue, Spokane Valley, Washington: Able Clean-up Technologies, Inc., December 16, 2008.

These documents are on file at Ecology's Eastern Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of Petroleum Hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL established under WAC 173-340-740.

The undersigned, Cenex Petroleum, Inc., is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

LOT 1, BLOCK 1, RAY'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 91, IN THE CITY OF SPOKANE VALLEY, SPOKANE COUNTY, WASHINGTON

Cenex Petroleum, Inc. 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 (hereafter "Owner").

Section 1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any

equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day 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.

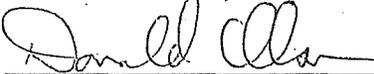
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

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 Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. 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, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this 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.

Cenex Petroleum, Inc.

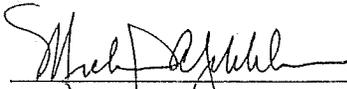


By: Donald Olson

Its: President

Dated: May 5, 2009

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



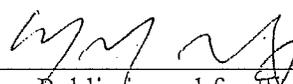
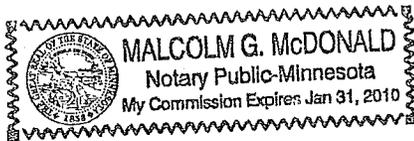
Michael A. Hibbler
Section Manager, Toxics Cleanup Program

Dated: May 11, 2009

[CORPORATE ACKNOWLEDGMENT]

STATE OF MINNESOTA
COUNTY OF DAKOTA

On this 5th day of May, 2009, I certify that Donald Olson personally appeared before me, acknowledged that **he/she** is the President of Cenex Petroleum, Inc. the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.



Notary Public in and for the State of
Minnesota.
My appointment
expires Jun 31, 2010.