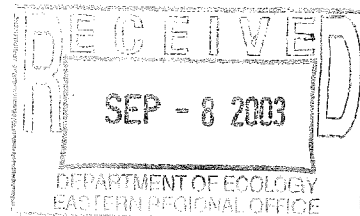


WHEN RECORDED RETURN TO:

NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____



COPY
2537 \$24.50

GRANT COUNTY TITLE COMPANY

607 EAST RIVIERA AVENUE
MOSES LAKE WA 98837

(509) 765-8700 #2537

DOCUMENT TITLE(s)

1. Restrictive Covenant
- 2.
- 3.
- 4.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page _____ of document

GRANTOR(s):

1. Terra Management LLC
- 2.
- 3.

☐ Additional names on page _____ of document

GRANTEE(s):

1. Dept of Ecology
2. State of Washington
- 3.

☐ Additional names on page _____ of document

LEGAL DESCRIPTION

Lot-Unit: 2 Block: 25 Volume: Page:
Section: Township: Range:
Plat Name: Columbia Basin Project

☐ Additional legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

19-0004-003 19-0004-006 19-0004-009

☐ Additional legal description is on page _____ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



GRANT COUNTY TITLE C COV

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Page: 1 of 6

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CONFORMED COPY

5/27/03

RESTRICTIVE COVENANT

TERRA MANAGEMENT, LLC

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

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents: Dated May 28, 2002, signed by Mark Johns, PHD, principle, of AMEC Earth and Environments, Inc., 11335 NE 122nd Way, Suite 100, Kirkland, WA 98034. These documents are on file at Ecology's Eastern Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of nitrate/nitrite which exceed the Model Toxics Control Act Method B Cleanup Level for groundwater established under WAC 173-340-720.

The undersigned, TERRA MANAGEMENT, LLC, is the fee owner of real property (hereafter "Property") in the County of Grant, State of Washington that is subject to this Restrictive Covenant.

The Property is legally described IN EXHIBIT "A" OF THIS RESTRICTIVE COVENANT AND MADE A PART HEREOF BY REFERENCE.

TERRA MANAGEMENT, LLC, makes the following declaration as to limitations, restrictions, and uses to which the Property may be

5/27/03

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. No groundwater from the contaminated water zone may be taken for domestic use from the Property. This zone includes all groundwater extracted from the upper 50 feet of the subsurface.

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 a thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. The Owner shall consummate no conveyance of title, easement, lease, or other interest in the Property 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 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

5/27/03

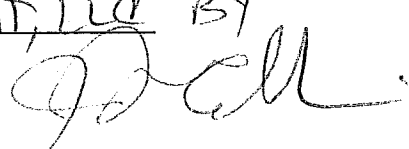
Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow 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 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 uses 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.

ERRS MANAGEMENT, LLC BY

[NAME OF PROPERTY OWNER]



4/21/04

[DATE SIGNED]

[NOTE: The Property Owner must have this Restrictive Covenant notarized.]

Danna Halgerson
Notary

Grant County

exp 11-15-06

EXHIBIT "A".

LEGAL DESCRIPTION:

PARCEL 1:

That portion of Farm Unit 2, Irrigation Block 25, Columbia Basin Project, as per plat thereof filed February 19, 1988, records of Grant County, Washington, lying in the South half of the Southeast quarter of Section 34, Township 15 North, Range 24 E.W.M., described as follow:

Beginning at the Southwest corner of said Farm Unit 2; thence South 89°30'00" East along the South line of said Farm Unit, a distance of 390.00 feet; thence North 00°19'02" East parallel with the East line of said Southeast quarter, a distance of 458.63 feet; thence North 89°27'45" West parallel with the North line of said South half of the Southeast quarter, a distance of 212.10 feet to the West line of said Farm Unit, thence South 21°32'08" West along the West line of said Farm Unit, a distance of 491.53 feet to the point of beginning,

And beginning at the Southwest corner of said Farm Unit 2; thence North 21°32'08" East, along the West line of said Farm Unit, a distance of 491.53 feet to the True Point of Beginning; thence continuing North 21°32'08" East, a distance of 64.27 feet; thence South 89°27'45" East parallel with the North line of said South half of the Southeast quarter, a distance of 188.85 feet; thence South 00°19'02" West, parallel with the West line of said Southeast quarter, a distance of 80.00 feet; thence North 89°27'45" West, a distance of 212.10 feet to the point of beginning.

PARCEL 2:

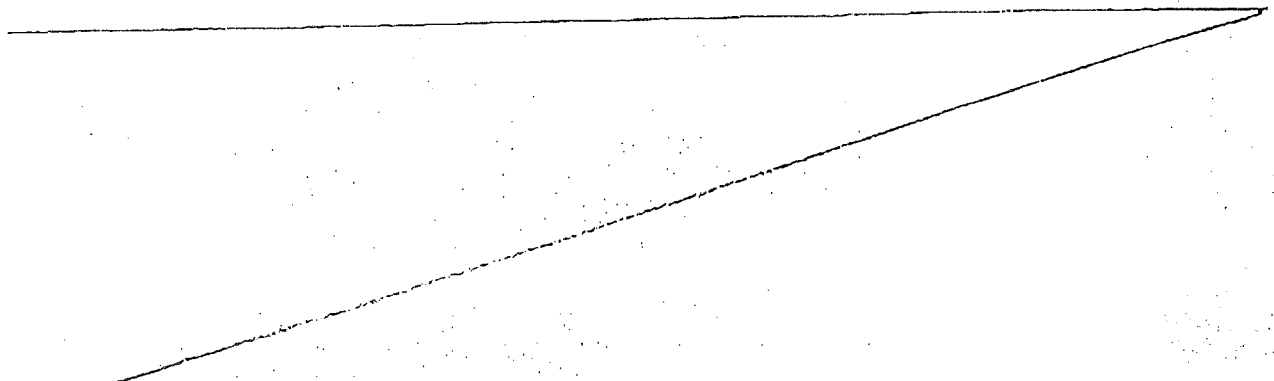
That portion of Farm Unit 2, Irrigation Block 25, Columbia Basin Project, as per plat thereof filed February 19, 1988, records of Grant County, Washington, lying in the South half of the Southeast quarter of Section 34, Township 15 North, Range 24 E.W.M., described as follows:

Beginning at the Southwest corner of said Farm Unit 2; thence North 21°32'08" East along the West line of said Farm Unit, a distance of 555.80 feet to the True Point of Beginning; thence continuing North 21°32'08" East a distance of 871.76 feet to the North line of said South half of the Southeast quarter; thence South 89°27'45" East along said North line a distance of 378.13 feet; thence South 00°19'02" West parallel with the East line of said Southeast quarter a distance of 813.88 feet; thence North 89°27'45" West parallel with the North line of said South half of the Southeast quarter, a distance of 893.85 feet to the True Point of Beginning.

EXCEPT

The North 468 feet thereof.

Subject to reservations, restrictions and easements of record, if any.



Attachment B

1. Phase I Environmental Site Assessment, Wolfkill Feed and Fertilizer Corporation, 14250 Road 24 SW, Mattawa, Washington: Corporate Environmental, Land O'Lakes, Inc., June 3, 1998.
2. Limited Phase II Environmental Site Assessments, Wolfkill Feed & Fertilizer Corp., Mattawa and Royal City, WA: Terracon, August 25, 1998.
3. Preliminary Report of Remediation Results at the Mattawa, Washington Fertilizer Facility: Wolfkill Feed and Fertilizer Corporation, 1999.
4. Monitoring Well Installation and Quarterly Groundwater Monitoring, Former Wolfkill Feed and Fertilizer Corporation – Mattawa Facility: AGRA Earth & Environmental, Inc., April 7, 2000.
5. Quarterly Groundwater Monitoring (May 23, 2000), Former Wolfkill Feed and Fertilizer Corporation – Mattawa Facility: AGRA Earth & Environmental, Inc., June 19, 2000.
6. Quarterly Groundwater Monitoring (December 28, 2000), Former Wolfkill Feed and Fertilizer Corporation – Mattawa Facility: AMEC Earth & Environmental, Inc., February 2, 2001.
7. Letter report: Old Wolfkill Feed and Fertilizer location 14250 Road S.W., Mattawa, WA: Wolfkill Feed and Fertilizer, received September 28, 2000.
8. Nitrate/Nitrite Levels, Former Wolfkill Feed and Fertilizer Corporation – Mattawa Facility, 14250 Road 24 S.W., Mattawa, Washington: AMEC Earth & Environmental, Inc., June 28, 2002.
9. Letter report: Former Cenex property, Mattawa: from Wahluke Produce & Tatoes, October 9, 2002.