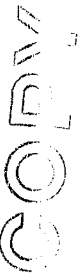


WHEN RECORDED RETURN TO:

NAME: CHS INC Attn: Laurie Lenertz  
ADDRESS: P.O. BOX 64089  
CITY,STATE,ZIP: ST. PAUL, MN 55164-0089



MISC  
2400

**GRANT COUNTY TITLE COMPANY**

607 EAST RIVIERA AVENUE  
MOSES LAKE WA 98837  
(509) 765-8700

**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. CHS INC.
- 2.
- 3.

☐ Additional names on page \_\_\_\_\_ of document

**GRANTEE(s):**

1. STATE OF WASHINGTON
- 2.
- 3.

☐ Additional names on page \_\_\_\_\_ of document

**LEGAL DESCRIPTION**

Lot-Unit: 106 Block: 85 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): 21-0750-000**

☐ 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.



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Page: 1 of 5

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**RESTRICTIVE COVENANT**

**CHS Inc. f/k/a Cenex Harvest States Cooperatives, (Former  
Wolfkill Feed and Fertilizer) Royal City, WA**

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. f/k/a Cenex Harvest States Cooperatives ("CHS"), 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:

1. Phase I Environmental Site Assessment, Wolfkill Feed and Fertilizer Corporation, 5951 Highway 26 W, Royal City, 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 Royal City, Washington Fertilizer Facility: Wolfkill Feed and Fertilizer Corporation, 1999.
4. Monitoring Well Installation and Quarterly Groundwater Monitoring, Former Wolfkill Feed and Fertilizer Corporation - Royal City Facility: AGRA Earth & Environmental, Inc., April 7, 2000.
5. Quarterly Groundwater Monitoring (May 23, 2000), Former Wolfkill Feed and Fertilizer Corporation - Royal City Facility: AGRA Earth & Environmental, Inc., June 19, 2000.
6. Quarterly Groundwater Monitoring (August 25, 2000), Former Wolfkill Feed and Fertilizer Corporation - Royal City Facility: AMEC Earth & Environmental, Inc., September 26, 2000.
7. Request for No Further Action, Wolfkill Feed and Fertilizer, 5951 Highway 26, Royal City, Washington: AMEC Earth & Environmental, Inc., November 17, 2003.

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, CHS, 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, attached hereto and incorporated herein.

CHS 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. 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 40 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 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 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 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 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.

CHS Inc. f/k/a Cenex Harvest States Cooperatives

By: *John McEnroe*

Its: Vice President

Dated this 7 day of December, 2004

STATE OF Minnesota }

COUNTY OF Dakota } SS:

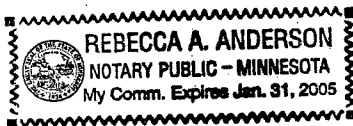
On this 7<sup>th</sup> day of December, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared John McEnroe to me personally known, who being by me duly sworn, did say that he is the Vice President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said officer acknowledged execution of said instrument to be the voluntary act and deed of said corporation, by himself voluntarily executed.

*Rebecca A. Anderson*

Notary Public in and for said Rice

My commission expires: Jan 31, 2005

County



**EXHIBIT A**

THAT PORTION OF FARM UNIT 106, IRRIGATION BLOCK 85, FIRST REVISION, COLUMBIA BASIN PROJECT, GRANT COUNTY, WASHINGTON, AS PER PLAT FILED AUGUST 11, 1958, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 26 EAST, W.M., THAT IS SOUTH 01°31'00" WEST ON SAID SECTION LINE, 60.00 FEET FROM THE SOUTHERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 26 (SSH 26), SAID POINT BEING THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 546053; THENCE SOUTH 72°13'00" EAST ON A LINE PARALLEL WITH SAID STATE HIGHWAY RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED UNDER AUDITOR'S FILE NO. 546053, 535.02 FEET; THENCE SOUTH 01°31'00" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 7, 309.42 FEET TO THE SOUTH LINE OF PARCEL 2 DESCRIBED IN REAL ESTATE CONTRACT FILED UNDER AUDITOR'S FILE NO. 930222116; THENCE NORTH 86°27'58" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2 AND THE SOUTH LINE EXTENDED, 513.92 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE NORTH 01°31'00" EAST ALONG SAID SECTION LINE, 441.19 FEET TO THE POINT OF BEGINNING.

