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Covenants

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FILED FOR RECORD AT THE REQUEST OF:

Weyerhaeuser NR Company
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Federal Way, WA 98003

When recorded mail to:

Weyerhaeuser NR Company
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Type of Document:	Restrictive Covenant
Reference Number(s) of Document Supplemented:	N/A
Grantor(s):	Weyerhaeuser NR Company
Grantee(s):	Washington Department of Ecology
Abbreviated Legal Description:	PTN. FR S½, SEC 31, T8N, R2W; PTN. ORLAND GEORGE DLC 37; PTN. S½, SEC 36, T8N R3W; PTN. CRUMLINE LADUE DLC 46
Assessor's Property Tax Parcel or Account Number(s):	Ptn. 608780100; Ptn. 60878; Ptn. 61947

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RESTRICTIVE COVENANT

The property involved in this Restrictive Covenant is the subject of remedial action under RCW 70.105D. The work done to clean up the property (hereafter the "Remedial Action") is described in Washington State Department of Ecology Agreed Order No. DE 1037, and in attachments to the Order. This Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 because the Remedial Action at the Site will result in residual concentrations of mercury that exceed Ecology's cleanup levels for Industrial soil and ground water established under Chapter 173-340 WAC.

Weyerhaeuser NR Company is the fee owner ("Owner") of real property known as the Weyerhaeuser Chlor-Alkali Plant in the County of Cowlitz, State of Washington referred to as the "Site," legally described in Attachment 1 and more particularly depicted in Attachment 2 hereto, and by this reference incorporated herein.

Weyerhaeuser NR Company makes the following declaration as to limitations, restrictions, and uses to which the Site 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 Site.

Section 1 The Site may be used only for Industrial uses as defined in RCW 70.105D.020(23) and defined in and allowed under the Cowlitz County Zoning Code as of the date of this Restrictive Covenant.

Section 2 Any activity on the Site that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited, except as provided in Section 4.

Section 3 Any activity on the Site that may result in the release or exposure to the environment of a hazardous substance that remains on the Site as part of the Remedial Action,

or create a new exposure pathway, is prohibited without prior written approval from Ecology, except as provided in Section 4.

Section 4 The Owner of the Site may prepare, and submit to Ecology for approval, a plan to manage health and safety issues that may arise during the course of routine and emergency maintenance and repairs (hereafter the "Plan"). If the Plan meets applicable regulatory requirements, is updated periodically as necessary, and is approved by Ecology for use at the Site, then such routine and emergency maintenance and repairs may be performed at the Site to the extent covered by and in accordance with the Plan. The Owner must notify Ecology immediately if any routine or emergency maintenance or repairs result in the release or exposure to the environment of a hazardous substance that remains on the Site as part of the Remedial Action, and shall comply with any orders or written directives from Ecology for the remediation of such releases.

Section 5 No wells may be drilled and screened within the unconfined alluvial zone or the basalt zone groundwater (as defined in the Cleanup Action Plan), nor may the groundwater therefrom be extracted for any use except for the purpose of groundwater monitoring within the Site as required by the Agreed Order.

Section 6 The Owner of the Site shall maintain and inspect fences and locked gates around the Site or any larger contiguous industrial property, and shall perform regular inspections at the Site boundary line or any larger contiguous industrial property, to assure that the restrictions on access to the Site are effective, except that fencing of the southern boundary of the Site along the Columbia River shall not be required.

Section 7 The Owner of the Site must give written notice to the Department of Ecology, or to a successor agency, of the Owner's intent to convey any interest in the Site at least 30 days prior to such conveyance. The Owner shall include notice of this Restrictive Covenant in any instrument conveying any interest in any portion of the Site. No conveyance of title, easement, lease or other interest in the Site shall be consummated by the Owner

without adequate and complete provision for the continued operation, maintenance and monitoring of the Remedial Action.

Section 8 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 Site.


Section 9 The Owner shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the Site at reasonable times and upon reasonable advance notice provided by Ecology, unless an emergency prevents such notice, for the purpose of inspecting and evaluating the Remedial Action, to take samples, and to inspect records that are related to the Remedial Action.

Section 10 The Owner must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to use of the Site in a manner that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology, or its successor agency, may approve such a use only after public notice and comment.

Section 11 The Owner and Owner's assigns and successors in interest reserve the right under WAC 173-340-730 and WAC 173-340-440 to record an instrument which provides that this Restrictive Covenant shall no longer limit the use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of the Department of Ecology or of a successor agency. The Department of Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment.



Weyerhaeuser NR Company



Date

ATTACHMENT 1 – SITE

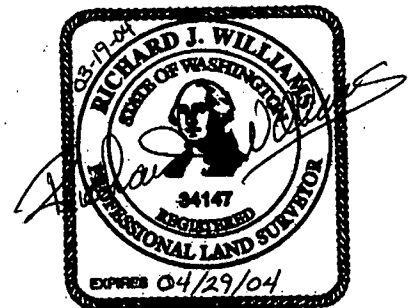
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A restrictive covenant located in Section 31, Township 8 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

Commencing at brass cap set in concrete stamped "LS 21711, WEYCO #303597 as recorded in Cowlitz County Auditor's Book 8 of Surveys, page 187, Auditor's File No. 880419002, also being the Southeast corner of Lot 17 in the Mint Farm Industrial Park as recorded in Volume 13 of Plats, pages 71 and 72, Auditor's File No. 3007473; thence South 49°05'00" East along the Southerly extended line of said Lot 17 a distance of 100 feet to a brass cap set in concrete stamped "LS 21711, WEYCO #303598; thence South 40°55'00" West a distance of 300 feet to the Northeasterly line extended of the Weyerhaeuser Company Longview Mill Site; thence South 49°05'00" East ("East", Weyerhaeuser Mill datum) a distance of 134.31 feet to Weyerhaeuser Mill monument WT-4; thence South 89°59'13" West (South 49°04'29" West, Weyerhaeuser Mill datum) to Weyerhaeuser Mill monument WT-3; thence South 40°54'38" West (South 00°00'06" East, Weyerhaeuser Mill datum) along the Westerly property line of Weyerhaeuser Company's Longview Mill property a distance of 1,618.82 feet to a brass cap in concrete designated as Weyerhaeuser Mill monument WT-2; thence North 60°55'22" East (North 20°00'38" East, Weyerhaeuser Mill datum) a distance of 326.44 feet to a point on the Easterly edge of the Weyerhaeuser chlorine plant access road, said point being 12.00 feet Easterly opposite road centerline monument Weyerhaeuser No. 280593, said point also being the Point of Beginning; thence along the Easterly edge of said access road Southeasterly along a curve to the left, having a back tangent of North 40°56'09" East (North 00°01'25" East, Weyerhaeuser Mill datum) concave to the Northeast through a central angle of 64°06'05", with a radius of 497.05 feet, an arc distance of 556.09 feet; thence South 22°14'49" West (South 18°39'55" East, Weyerhaeuser Mill datum) a distance of 145.80 feet; thence South 56°27'12" West (South 15°32'28" West, Weyerhaeuser Mill datum) a distance of 100 feet, more or less, to the Columbia River's ordinary high water line; thence Easterly and Northeasterly along said ordinary high waterline 2,260 feet; thence leaving said ordinary high waterline, North 18°26'24" West (North 59°21'08" West, Weyerhaeuser Mill datum) a distance of 340 feet more or less to a point which bears South 53°59'54" East (South 86°58'34" East, Weyerhaeuser Mill datum) a distance of 2,254.57 feet from said Weyerhaeuser Mill monument WT-2; thence North 47°03'26" East (North 06°08'42" East, Weyerhaeuser Mill datum) a distance of 341.08 feet to a point which bears South 54°35'05" East (North 84°30'11" East, Weyerhaeuser Mill datum) a distance of 2,298.52 feet from said Weyerhaeuser Mill monument WT-2; thence North 42°36'58" West (North 83°31'42" West, Weyerhaeuser Mill datum) a distance of 108.79 feet; thence North 36°46'12" West (North 04°08'33" East, Weyerhaeuser Mill datum) a distance of 8.48 feet; thence North 45°03'17" East (North 89°59'10" West, Weyerhaeuser Mill datum) a distance of 306.58 feet; thence North 42°37'53" West (North 83°32'37" West, Weyerhaeuser Mill datum) a distance of 176.41 feet; thence North 46°55'03" West (North 87°49'47" West, Weyerhaeuser Mill datum) a distance of 824.57 feet to the center of the Westerly rail of the Westerly rail line, said point bears South 67°32'16" East (North 71°33'00" East, Weyerhaeuser Mill datum) a distance of 921.96 feet from said Weyerhaeuser monument WT-2; thence along the center of said Westerly rail, Westerly and

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Northwesterly along a curve to the right, having a radial bearing in of North $48^{\circ}32'03''$ East, (North $07^{\circ}37'19''$ East Weyerhaeuser Mill datum) concave to the Northeast, through a central angle of $52^{\circ}50'32''$, with a radius of 661.15 feet, an arc distance of 609.76 feet; thence North $59^{\circ}01'36''$ West (South $80^{\circ}03'40''$ West, Weyerhaeuser Mill datum) a distance of 54.08 feet, to a point on the Easterly edge of the aforescribed chlorine plant access road; thence South $40^{\circ}56'09''$ West (South $00^{\circ}01'25''$ West, Weyerhaeuser Mill datum) along said Easterly edge of the chlorine plant access road a distance of 327.44 feet, to the Point of Beginning.



ATTACHMENT 2 - MAP

