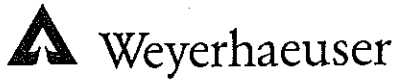


RECEIVED

APR 09 1999

DEPT OF ECOLOGY



101 East Marine View Drive  
Everett, Washington 98201  
Tel (206) 339 2800  
Fax (206) 339 2786

June 18, 1997

Nadine L. Romero  
Department of Ecology  
PO Box 47706  
Olympia, WA 98504-7600

**Subject: Recorded Restrictive Covenant for Weyerhaeuser Everett East Site**

Dear Nadine:

Attached is a copy of Exhibit G, the Restrictive Covenant, that was recorded today under Snohomish County Auditor Number: 9706180506. Also enclosed is the recording payment receipt from the County.

As we understand, the final closure report describing the remediation on the East Site has met the terms of the Consent Decree, and been accepted by Ecology. Would you please prepare the certification letter that Weyerhaeuser has completed the soil removal portion, as required in the Consent Decree Section VI. D. 6.

Thank you for your assistance. If you have any questions, please contact me at 425-339-2871.

Sincerely,

A handwritten signature in cursive script that reads "Stuart Triolo".

Stuart Triolo  
Environmental Engineer  
061897.DOC

Enclosures: Recorded Restrictive Covenant and receipt

cc: Mark Schneider -- Perkins Coie -- via email - w/out enclosure  
John Gross -- CH1K29 -- via email - w/out enclosure  
Joe Jackowski -- CH2J28 -- enclosure  
Kevin Godbout -- CH1L28 -- via email - w/out enclosure  
Harold Ruppert -- via email -- w/out enclosure  
Arlan Ruf -- via email -- w/out enclosure  
Jane Patarcity -- Beazer East -- enclosure  
Thomas Aldrich -- Asarco -- enclosure  
File -- CLEANEO1

9706180506

**RETURN TO:**

WEYERHAEUSER COMPANY  
BOX C  
TACOMA, WA 98477

---

**Type Of Document:**

**RESTRICTIVE COVENANT**

**Reference Number(s) Of**

**Document(s) Assigned Or Released: NONE**

**Grantor(s):**

**WEYERHAEUSER COMPANY**

**Grantee(S):**

**PUBLIC**

**Abbreviated Legal Description:**

**PORTIONS OF SECTIONS 8, 9, 16, 17,  
T 29 N, R 5 E**

**Additional legal description on pages  
- Parcel's 1, 2, and 4, and Exhibit A.**

**Assessor's Property Tax Parcel**

**Of Account Number(s): 4397-000-006-0007; 4397-000-008-0203;  
5848-000-003-0002; 5848-000-004-0001; 082905-4-017-0007;  
082905-4-019-0005; 162905-2-001-0009; 162905-2-002-0008;  
162905-3-001-0007; 162905-3-003-0005; 172905-1-001-0000;  
092905-3-007-0000; 162905-2-004-0006**

9706180506

EXHIBIT G  
RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Weyerhaeuser Company, Snohomish County Superior Court No. 97-2-02773-8, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (1991 ed.) because the Cleanup Action on the Site resulted in residual soil concentrations of TPH above Ecology's Method A cleanup level for direct contact only, and PCP, PCB's and CPAH which exceed Ecology's Method B cleanup levels for soils established under WAC 173-340-745(2) and (3). The restrictive covenant is also required because the arsenic ground water contamination is not addressed in the remedial action.

The undersigned, Weyerhaeuser Company, is the fee owner of real property in the County of Snohomish, State of Washington (legal description attached), hereafter referred to as the "Weyerhaeuser Everett East Site" (East Site). Weyerhaeuser Company makes the following declarations as to limitations, restrictions, and uses to which the Weyerhaeuser East 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 East Site.

Section 1. No groundwater may be taken for domestic purposes from any well at the East Site.

Section 2. No residential development may take place on the site.

Section 3. Any activity on the East Site that may interfere with the viability of the containment of the hazardous substances on the site is prohibited. Any activity on the East Site that may result in the release of a hazardous substance that was contained as part of the Cleanup or Interim Cleanup Action(s) is prohibited.

Section 4. Any development of the East Site shall ensure the containment of the hazardous substances that are exposed or ensure proper management and disposal. Ecology will receive notice of any development that may impact the contained hazardous substances at least 30 days prior to such development.

Section 5. The owner of the East 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 East Site. No conveyance of title, easement, lease or other interest in the East Site shall be consummated by the owner without adequate and complete provision for the continued operation, maintenance and monitoring of the Cleanup Action.

Section 6. The owner of the East Site must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the East Site that is inconsistent with the terms of this Restrictive Covenant.

9706180506

The Department of Ecology or its successor agency may approve such a use only after public notice and comment.

Section 7. The owner shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the East Site at reasonable times for the purpose of evaluation compliance with the Cleanup Action Plan and the Consent Decree, to take samples, to inspect Cleanup Actions conducted at the East Site, and to inspect records that are related to the Cleanup Action.

Section 8. The owner of the East Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-740 and WAC 173-340-440 (1991 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit the use of the East 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 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.

Executed as of the 17<sup>th</sup> day of June, 1997.

Property Owner:

Weyerhaeuser  
By Jerry W. Galle  
Its Director - Finance & Admin.

Attachments:

Exhibit A-Legal Description of Property

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this 10<sup>th</sup> day of June, 1997, before me, a Notary Public in and for the State of Washington, personally appeared LARRY WILSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the DIRECTOR - FIN & ADMIN of Weyerhaeuser to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

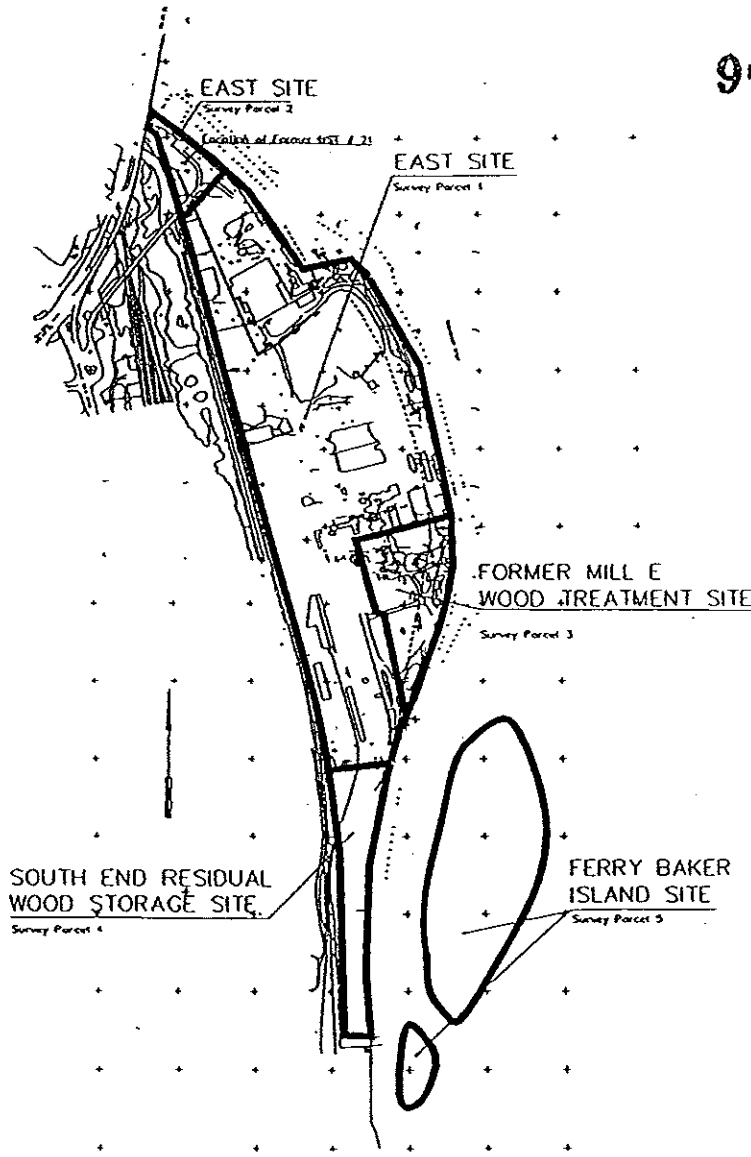


Susan Pistorresi  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Redmond, WA  
My appointment expires 6-12-98  
Print Name Susan Pistorresi

9706180506

Exhibit A

97 2 02773 8



TITLE:  
 SURVEY PARCEL NUMBERS  
 EAST SITE -- EVERETT, VA  
 EXHIBIT A

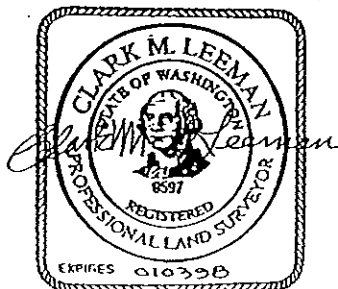
BVN:	DCS:	PROJECT NO:
CRD:	APPB:	FIGURE NO:
DATE: 4/18/96	REV:	EASTOPER.DWG

9706180506

PARCEL NO. 1 LAND DESCRIPTION AT WEYERHAEUSER COMPANY EAST SITE

All that portion of Government Lot 9, and Tract 4 of Everett Tide Lands Section No. 2, as shown on the official plat thereof on file in the office of the Commissioner of Public Lands, at Olympia, Washington, in Section 9, and that portion of Government Lot 2, and Tract 5 of said Everett Tide Lands Section No. 2, in Section 16, and that portion of the Northeast Quarter of the Northeast Quarter of Section 17, and that portion of Government Lot 7 and the Southeast Quarter of the Southeast Quarter of Section 8, Township 29 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the Southeast corner of said Section 8; thence North 89° 55' 27" West, along the South line of the Southeast Quarter of said Section 8, a distance of 238.96 feet to a point on the Easterly line of the Burlington Northern Railroad Company right of way, which point is referred to hereinafter as Point "A"; thence North 16° 03' 43" West, along the Easterly line of said right of way, a distance of 2180.08 feet to the True Point of Beginning; thence South 16° 03' 43" East, along the Easterly line of said rights of way, a distance of 2180.08 feet to said Point "A"; thence continuing South 16° 03' 43" East, along the Easterly line of said right of way, a distance of 899.94 feet; thence on a curve of the Easterly line of said right of way, to the right, having a radius of 5829.65 feet, and a central angle of 4° 50' 51", an arc distance of 493.21 feet; thence North 89° 07' 33" East a distance of 489 feet, more or less, to a point on the Line of Ordinary High Tide of the left bank of the Snohomish River; thence in a Northerly direction, along the meanderings of said Line of Ordinary High Tide, to a point that bears North 38° 30' 24" East from the True Point of Beginning; thence South 38° 30' 24" West a distance of 339 feet, more or less, to the True Point of Beginning; EXCEPT therefrom the former Mill "E" and Wood Treatment Site described as follows: All that portion of Government Lot 9, and Tract 4 of Everett Tide Lands Section No. 2, as shown on the official plat thereof on file in the office of the Commissioner of Public Lands, at Olympia, Washington, in Section 9, and that portion of Government Lot 2, and Tract 5 of said Everett Tide Lands Section No. 2, in Section 16, Township 29 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the Southwest corner of said Section 9; thence North 89° 12' 51" East, along the South line of said Section 9, a distance of 420.80 feet to the True Point of Beginning; thence North 63° 56' 46" East a distance of 132.97 feet; thence North 73° 51' 29" East a distance of 290.04 feet; thence South 69° 25' 46" East a distance of 111.85 feet to a point on the timber bulkhead along the Snohomish River; thence in a Southerly direction, along said bulkhead on the following courses: South 3° 44' 08" East 143.24 feet, South 0° 17' 19" West 64.72 feet, South 3° 28' 47" West 85.16 feet, South 5° 57' 29" West 86.57 feet, South 8° 49' 41" West 63.97 feet, South 13° 24' 08" West 90.75 feet, South 16° 03' 42" West 84.09 feet, South 18° 40' 16" West 454.68 feet; thence North 35° 29' 14" West a distance of 211.21 feet; thence North 15° 34' 19" West a distance of 289.92 feet; thence North 51° 01' 20" West a distance of 100.28 feet; thence North 15° 27' 34" West a distance of 399.67 feet; thence North 63° 56' 46" East a distance of 96.81 feet to the True Point of Beginning.

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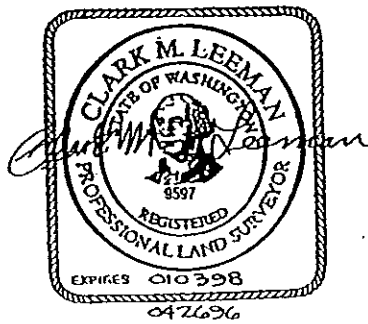


9706180506

PARCEL NO. 2 LAND DESCRIPTION AT WEYERHAEUSER COMPANY EAST SITE

All that portion of Government Lot 7, and Tracts 3 and 4 of Everett Tide Lands Section No. 2, as shown on the official plat thereof on file in the office of the Commissioner of Public Lands, at Olympia, Washington, in Section 8, Township 29 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the Southeast corner of said Section 8; thence North 89° 55' 27" West, along the South line of the Southeast Quarter of said Section 8, a distance of 238.96 feet to a point on the Easterly line of the Burlington Northern Railroad Company right of way; thence North 16° 03' 43" West, along the Easterly line of said right of way, a distance of 2180.08 feet to the True Point of Beginning; thence continuing North 16° 03' 43" West a distance of 506.50 feet to a point on the curve of the Northerly line of said Burlington Northern Railroad Company right of way, at which point the tangent to said curve bears North 52° 53' 53" West; thence in a Northwesterly direction, along said curve, to the left, having a radius of 784.49 feet, and a central angle of 3° 21' 47", an arc distance of 46.05 feet to a point on said curve at which the tangent to said curve bears North 56° 15' 40" West, and which point is on the Easterly right of way line of State Highway No. 529; thence North 10° 02' 20" East, along the Easterly right of way line of said highway, a distance of 59 feet, more or less, to a point on the Line of Ordinary High Tide of the left bank of the Snohomish River; thence in a Southeasterly direction, along the meanderings of said Line of Ordinary High Tide, to a point that bears North 38° 30' 24" East from the True Point of Beginning; thence South 38° 30' 24" West a distance of 339 feet, more or less, to the True Point of Beginning.

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9706180506

PARCEL NO. 4 LAND DESCRIPTION AT WEYERHAEUSER COMPANY EAST SITE

All that portion of Government Lots 3 and 9, and Tracts 6 and 8 of Everett Tide Lands Section No. 2, as shown on the official plat thereof on file in the office of the Commissioner of Public Lands, at Olympia, Washington, in Section 16, Township 29 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the Northwest corner of said Section 16; thence North 89° 55' 27" West, along the North line of the Northeast Quarter of Section 17 in said Township, a distance of 238.96 feet to a point on the Easterly line of the Burlington Northern Railroad Company right of way; thence South 16° 03' 43" East, along the Easterly line of said right of way, a distance of 899.94 feet; thence along the curve of the Easterly line of said right of way, to the right, having a radius of 5829.65 feet, and a central angle of 4° 50' 51", an arc distance of 493.21 feet to a point at which the tangent to said curve bears South 11° 12' 53" East, which point is on the North line of said Government Lot 3, and which point is the True Point of Beginning of this description; thence continuing in a Southerly direction along said curve of the Easterly line of said right of way, to the right, having a radius of 5829.65 feet, and a central angle of 8° 28' 57", an arc distance of 863.07 feet; thence South 2° 43' 55" East, along the Easterly line of said right of way, a distance of 493.42 feet; thence South 0° 31' 18" East, along the Easterly line of said right of way, a distance of 500.04 feet; thence South 89° 48' 45" East a distance of 272 feet, more or less, to a point on the Line of Ordinary High Tide of the Left bank of the Snohomish River; thence in a Northerly direction, along the meanderings of said Line of Ordinary High Tide, to a point on the North line of said Government Lot 3, which point bears North 89° 07' 33" East from the True Point of Beginning; thence South 89° 07' 33" West, along the North line of said Government Lot 3, a distance of 489 feet, more or less, to the True Point of Beginning.

151670  
042696  
CML-LS





EXHIBIT G  
RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Weyerhaeuser Company, Snohomish County Superior Court No. \_\_\_\_\_, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (1991 ed.) because the Cleanup Action on the Site resulted in residual soil concentrations of TPH above Ecology's Method A cleanup level for direct contact only, and PCP, PCB's and CPAH which exceed Ecology's Method B cleanup levels for soils established under WAC 173-340-745(2) and (3). The restrictive covenant is also required because the arsenic ground water contamination is not addressed in the remedial action.

The undersigned, Weyerhaeuser Company, is the fee owner of real property in the County of Snohomish, State of Washington (legal description attached), hereafter referred to as the "Weyerhaeuser Everett East Site" (East Site). Weyerhaeuser Company makes the following declarations as to limitations, restrictions, and uses to which the Weyerhaeuser East 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 East Site.

Section 1. No groundwater may be taken for domestic purposes from any well at the East Site.

Section 2. No residential development may take place on the site.

Section 3. Any activity on the East Site that may interfere with the viability of the containment of the hazardous substances on the site is prohibited. Any activity on the East Site that may result in the release of a hazardous substance that was contained as part of the Cleanup or Interim Cleanup Action(s) is prohibited.

Section 4. Any development of the East Site shall ensure the containment of the hazardous substances that are exposed or ensure proper management and disposal. Ecology will receive notice of any development that may impact the contained hazardous substances at least 30 days prior to such development.

Section 5. The owner of the East 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 East Site. No conveyance of title, easement, lease or other interest in the East Site shall be consummated by the owner without adequate and complete provision for the continued operation, maintenance and monitoring of the Cleanup Action.

Section 6. The owner of the East Site must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the East Site 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 7. The owner shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the East Site at reasonable times for the purpose of evaluation compliance with the Cleanup Action Plan and the Consent Decree, to take samples, to inspect Cleanup Actions conducted at the East Site, and to inspect records that are related to the Cleanup Action.

Section 8. The owner of the East Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-740 and WAC 173-340-440 (1991 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit the use of the East 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 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.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Property Owner:                   Weyerhaeuser  
By \_\_\_\_\_  
Its \_\_\_\_\_

Attachments:

Exhibit A-Legal Description of Property

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of Weyerhaeuser to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

EXHIBIT G  
RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Weyerhaeuser Company, Snohomish County Superior Court No. \_\_\_\_\_, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (1991 ed.) because the Cleanup Action on the Site resulted in residual soil concentrations of TPH above Ecology's Method A cleanup level for direct contact only, and PCP, PCB's and CPAH which exceed Ecology's Method B cleanup levels for soils established under WAC 173-340-745(2) and (3). The restrictive covenant is also required because the arsenic ground water contamination is not addressed in the remedial action.

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Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Property Owner:           Weyerhaeuser  
By \_\_\_\_\_  
Its \_\_\_\_\_

Attachments:

Exhibit A-Legal Description of Property

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SNOHOMISH     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of Weyerhaeuser to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_