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RESTRICTIVE COVENANT

Former Georgia-Pacific Clear Lake Yard
1283 Highway 9, Clear Lake, WA 98235

Grantor: Plum Creek Timberlands, L.P., its successors and assigns

Grantee: Washington State Department of Ecology, its successors and assigns.

Legal Description: A portion of government lot 12 in the N1/2 of the S1/2 of the SE Quarter of Section 1, T34N R04E.

Tax Parcel #: 23293

RESTRICTIVE COVENANT

Former Georgia Pacific Clear Lake Yard
1283 Highway 9, Clear Lake, WA 98235

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440. Plum Creek Timberlands L.P., its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description: A portion of government lot 12 in the N1/2 of the S1/2 of the SE Quarter of Section 1, T34N R04 E, Tax parcel 23293.



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RESTRICTIVE COVENANT

Former Georgia Pacific Clear Lake Yard **1283 Highway 9, Clear Lake, WA 98235**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Plum Creek Timberlands L.P. (Owner) 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, which are on file at Ecology's Northwest Regional Office:

1. Addendum Report – Final Independent Remedial Action, Clear Lake Yard by Bennett Engineering, Inc of March 12, 2003
2. Final Independent Remedial Action, Clear Lake Yard by W.D. Purnell of June 6, 1996
3. Sampling and Analysis Plan, Groundwater Surface water, soil, Georgia Pacific West, Inc. Clear Lake Facility of Dec 8, 1998 by BEK Purnell
4. Proposed Additional Action, Georgia Pacific West, Inc. Clear Lake Facility of April 3, 998 by BEK Purnell
5. Request for Change in Well Sampling Plan, Clear Lake Facility of Jan 7, 2000 by BEK Engineering & Environmental, Inc.
6. General Project Update Georgia Pacific West, Inc. Clear Lake Facility of March 20, 2001 by BEK Engineering & Environmental, Inc.
7. Groundwater Compliance Monitoring Plan, Georgia Pacific West, Inc. Clear Lake Facility Clear Lake, WA 98235 by dated
8. Ecology Approval Letter of the Groundwater Compliance Monitoring Plan, Georgia Pacific West, Inc. Clear Lake Facility Clear Lake, WA 98235 dated

This Restrictive Covenant is required because the Remedial Action resulted leaving residual chlordane concentrations, which exceed the Model Toxics Control Act Method B Cleanup Levels established under WAC 173-340-740 in the groundwater at the :



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The undersigned, Plum Creek Timberlands L.P., is the fee owner of real property (hereafter "Property") in the County of Skagit, State of Washington that is subject to this Restrictive Covenant. The Property is legally described as follows:

A portion of government lot 12 in the N1/2 of the S1/2 of the SE Quarter of Section 1, T34N R04E, Tax parcel 23293.

Plum Creek Timberlands L.P. 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. The Property contains residual chlordane in the groundwater at the east (MW-3) and the southeast (MW-1) of the site as shown in Figure 2 (enclosed). The Owner shall not alter, modify or remove the existing structures nor conduct any other activity on the Property that may result in the release or exposure to the environment of the residual chlordane in the groundwater that was contained on site, or creates a new exposure pathway without prior written approval from Ecology. Some examples of activities that are prohibited without prior written approval from Ecology 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 or pumping of groundwater.

Section 2. No groundwater may be taken from the Property for any use that is inconsistent with the remedial action implementation.

Section 3. 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 4. 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 5. 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. The Owner conveying any interest in the property shall notify Ecology of the name, mailing address and telephone number of the person or persons who acquired the title, lease, or other interest in the



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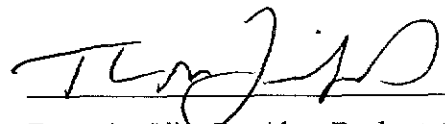
Property within fifteen (15) days of the transaction.

Section 6. 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 7. 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 8. 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 9. 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.



Executive Vice President Real estate

4/25/04

Date



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Skagit County Auditor

STATE OF WASHINGTON)

)ss.

COUNTY OF SKAGIT)

On this 26th day of April, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas M. Hendriks, to me known to be the person who signed as Executive Vice President Real Estate of Plum Creek Timberlands L.P., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and action as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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



Karen L. Roberts
Print Name: KAREN L ROBERTS
Notary Public in and for the State of Washington,
Residing at Seattle
My commission expires: 4-9-08



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UNOFFICIAL DOCUMENT

