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Vol M00 Page 40277

Recording Area

Name and Return Address
Weyerhaeuser Company
Land Title Dept., CH 1F23
P. O. Box 9777
Federal Way, WA 98063-9777

C00-105

EASEMENT AND EQUITABLE SERVITUDE

This Easement and Equitable Servitude is made this 31
day of October, 2000 between Weyerhaeuser Company
(Weyerhaeuser or Grantor) and the Oregon Department of
Environmental Quality (DEQ or Grantee).

RECITALS

A. Grantor is the owner of certain real property
(Property) located in Klamath County, Oregon, the location
of which is more particularly described as Tax Lot 4600
within Township 36 South, Range 12 East, Section 12 WM. And
is depicted in Attachment A to this Easement and Equitable
Servitude.

B. On April 18, 2000, the Director of the Oregon
Department of Environmental Quality selected the remedial
action for the Property set forth in the Record of Decision
for the Property (ROD). The remedial action selected in the
ROD requires, among other things:

1. The remedial alternative specified in the Record
of Decision (ROD) by the Department of Environmental
Quality to address chlorinated aromatic hydrocarbons
(CAHs) in the soil and groundwater contains three
elements: Soil Vapor Extraction, Enhanced Biological
Reduction, and aggressive Groundwater Pumping combined
with Air Stripping Treatment.

a. The remedial alternative selected for the
unsaturated zone is Soil Vapor Extraction (SVE).

SVE wells will be installed near the hot spot and operated until the remedial action objectives are achieved.

b. The remedial action specified for the upper aquitard is Enhanced Biological Reduction. Enhanced Biological Reduction involves the addition of a substrate into the upper aquitard, via injection wells, to support and enhance in-place biological reduction of CAHs. The substrate injection will be continued until the remedial action objectives are achieved.

c. The remedial action for the upper aquifer is to aggressively pump contaminated groundwater, and treat the water using air stripping technology. . Groundwater extraction and treatment will be continued until the beneficial use of the aquifer is restored.

In addition, institutional controls will restrict upper aquifer groundwater use on the Sycan Shop and Killian properties within locality of the facility. In addition, the Sycan Shop property will be restricted from changing its current industrial zoning designation. An alternate water supply well will be provided for the Killian property to restore beneficial use of groundwater until restoration of the beneficial use of the aquifer is achieved.

d. A network of wells will be installed to monitor the effectiveness of the remedy.

C. On October 16, 2000, Weyerhaeuser entered into a Voluntary Agreement for Remedial Design/Remedial Action (DEQ No. WMCVC-ER-00-22), under which Weyerhaeuser agreed to implement the institutional controls required by the ROD.

D. The provisions of this Easement and Equitable Servitude are intended to protect human health and the environment.

NOW THEREFORE, in consideration for the foregoing, which is incorporated by reference, and the promises and obligations herein, the parties agree as follows:

1. GENERAL DECLARATION

Grantor declares that the real property located in Klamath County, State of Oregon, more specifically described in Attachment A to this Easement and Equitable Servitude, is and shall be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitude. Each condition and restriction set forth in this Easement and Equitable Servitude shall run with the land, shall be binding upon all Owners as defined herein, and shall inure to the benefit of the State of Oregon. Subject to the limitations contained in Paragraph 5.2, Grantor conveys to DEQ the right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitude.

2. DEFINITIONS

2.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives acting on its behalf. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

2.2 "Owner" means any person or entity, including Grantor, who is the record owner of fee simple title or a vendee's interest of record to any portion of the Property, including any successor or holder of fee simple title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation.

2.3 "Affected Area" means that portion of the Property located immediately beneath and adjacent to the shop buildings, which is more particularly depicted in Attachment B to this Easement and Equitable Servitude.

3. EQUITABLE SERVITUDE (RESTRICTIONS ON USE)

3.1 Except as otherwise specified herein, no use shall be made of groundwater at the Property, by extraction through wells or by other means, which use involves consumption or other beneficial use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property covered under the

Remedial Design Plan. Permitted uses of groundwater at the Property are as follows:

- 3.1.a Use of the existing drinking water well located outside the Affected Area on the Property is obtaining groundwater from a deeper zone isolated from the Upper Aquifer and is therefore a permitted activity hereunder; and
- 3.1.b Construction of a new drinking water well inside the Affected Area on the Property is only permitted, if the Grantor obtains written permission from DEQ and Oregon Water Resources Dept. in advance of construction activities and complies with any requirements or other limitations of those approvals.

3.2 The following operations and uses are prohibited on the Property:

- 3.2.a Residential and Agricultural use of any type inside the Affected Area; and
- 3.2.b Any excavation or drilling into the subsurface within the Affected Area without prior written permission of DEQ.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ as Grantee shall have the right to enter upon and inspect any portion of the Property to determine whether the requirements of this Easement and Equitable Servitude have been or are being complied with. Violation of any condition or restriction contained in this Easement and Equitable Servitude shall give to DEQ the right, privilege, and license to enter upon the Property where such violation exists and to abate, mitigate, or cure such violation at the expense of the Owner, provided written notice of the violation is given to the Owner describing what is necessary to correct the violation and the Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ shall not be deemed a trespass, and DEQ shall not be subject to liability to the Owner for such entry and any action taken to abate, mitigate, or cure a violation.

5. GENERAL PROVISIONS

5.1 Grantor shall record this Easement and Equitable Servitude in the records of deeds of real property in the county where the Property is located, such recordation being expressly authorized by statute including, without limitation, ORS 93.710.

5.2 All conditions and restrictions contained in this Easement and Equitable Servitude shall run with the land, until such time as any condition or restriction is removed by written certification from DEQ. Written certification shall be provided by DEQ when Owner completes the remedial action activities in the Record of Decision such that the condition or restriction is no longer required in order to protect human health or the environment.

5.3 Any person who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this Easement and Equitable Servitude, whether or not any reference to this Easement and Equitable Servitude is contained in the instrument by which such person or entity acquired an interest in the Property.

5.4 The Owner of any portion of the Property shall notify DEQ at least ten (10) days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner's interest in the Property.

5.5 The Owner of the Property shall notify DEQ within thirty (30) days following Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Klamath County zoning code or any successor code.

5.6 Upon any violation of any condition or restriction contained in this Easement and Equitable Servitude, DEQ, in addition to the remedies described in Paragraph 4, may enforce this Easement and Equitable Servitude as provided in the Voluntary Agreement for Remedial Design/Remedial Action (DEQ No. WMCVC-ER-00-22), or may seek any other available legal or equitable remedy to enforce this Easement and Equitable Servitude.

5.7 After recording, a copy of this Easement and Equitable Servitude shall be returned to:

Weyerhaeuser Company
Land Title Dept., CH 1F23
P. O. Box 9777
Tacoma, WA 98063-9777

Oregon Dept. of Environmental
Quality, Attn.: N. Toby Scott
2146 NE 4th Street, Suite 104
Bend, Oregon 97701

IN WITNESS WHEREOF Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

GRANTOR:

WEYERHAEUSER COMPANY

STATE OF WASHINGTON)

) ss.

County of King)

The foregoing instrument is acknowledged before me this 2 day of November, 2000, by Robert A. Dowdy on behalf of Weyerhaeuser Company, a Washington Corporation.

Francesca H. Neumiller
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT
Auburn
My commission expires: 10/25/01

GRANTEE:

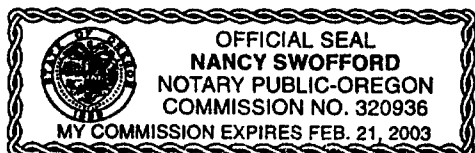
OREGON DEPARTMENT OF
ENVIRONMENTAL QUALITY

STATE OF OREGON)

) ss.

County of Deschutes)

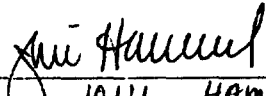
The foregoing instrument is acknowledged before me this 25th day of October, 2000, by Nancy Swofford on behalf of the State of Oregon Department of Environmental Quality.



Nancy Swofford
NOTARY PUBLIC FOR OREGON
My commission expires: 2-21-03

In accordance with ORS 93.808, the Oregon Department of Environmental Quality approves the conveyance set forth in this instrument.

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY


Name: JONI HAMMOND
Title: Administrator

10-25-00
Date

Owner
Dennis A. Ensor, L.S. W.R.E.

40285**TRU SURVEYING, INC. LINE**

TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

OCTOBER 18, 2000

ATTACHMENT "B"

LEGAL DESCRIPTION
OF AFFECTED AREA
WEYERHAEUSER SYCAN SHOP

A TRACT OF LAND SITUATED IN THE SE1/4 OF SECTION 12,
T36S, R12EWM, KLAMATH COUNTY, OREGON, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 12;
THENCE S88°59'02"E, ALONG THE SOUTH LINE OF SAID SECTION 12,
174.49 FEET; THENCE, LEAVING SAID SOUTH LINE, N41°20'17"E
483.30 FEET; THENCE N26°34'47"E 551.55 FEET; THENCE
N19°50'23"E 246.52 FEET; THENCE N30°02'39"W 330.41 FEET;
THENCE N65°26'39"W 124.11 FEET; THENCE S29°34'19"W 500.81
FEET; THENCE WEST 308.74 FEET TO A POINT ON THE WEST LINE OF
SAID SE1/4; THENCE S00°35'05"E 987.00 FEET TO THE POINT OF
BEGINNING, CONTAINING 15.40 ACRES, MORE OR LESS, WITH
BEARINGS BASED ON RECORD OF SURVEY 4695 ON FILE AT THE
OFFICE OF THE KLAMATH COUNTY SURVEYOR.

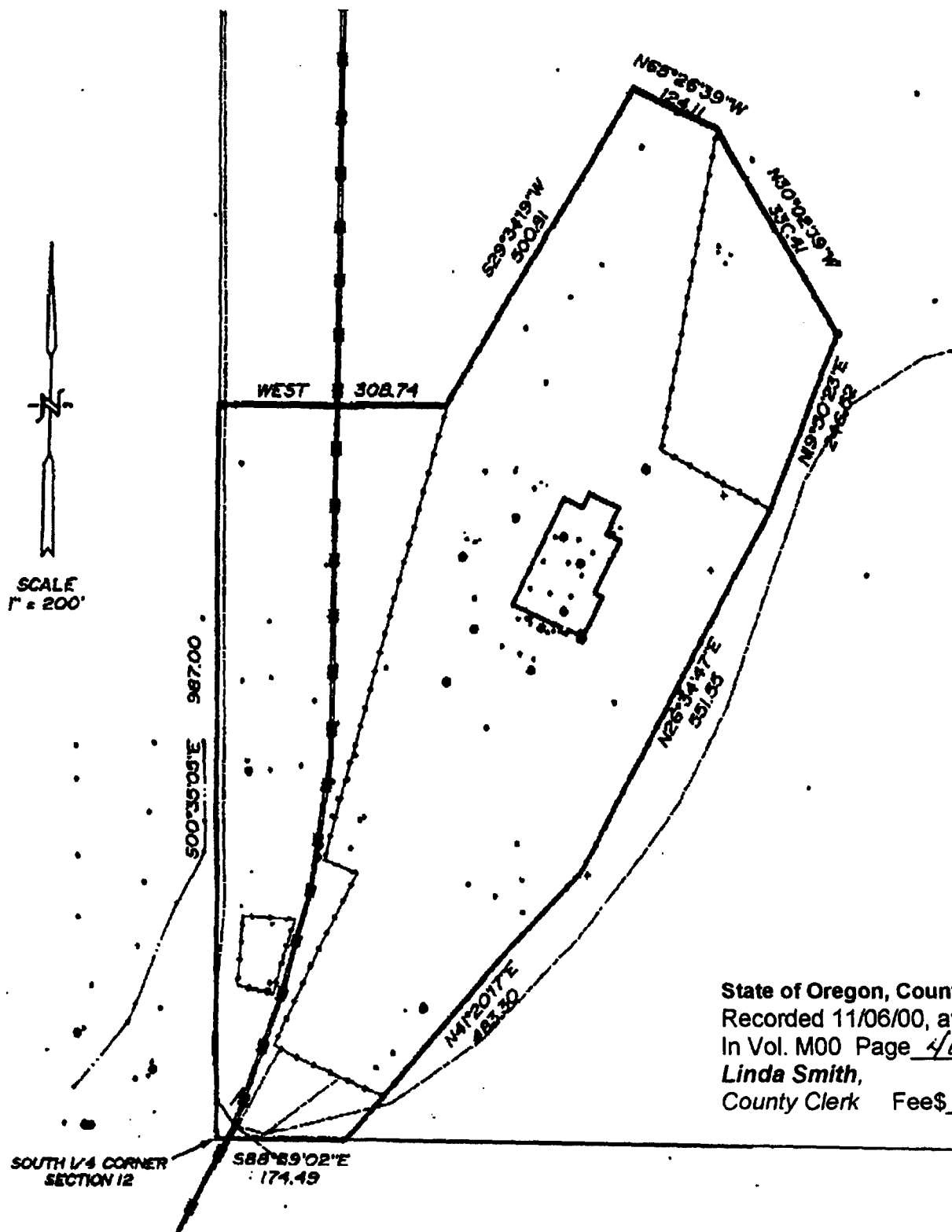
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/01

MAP TO ACCOMPANY ATTACHMENT B**40286**

State of Oregon, County of Klamath
Recorded 11/06/00, at 2:16 p. m.
In Vol. M00 Page 40277
Linda Smith,
County Clerk Fee\$ 166⁰⁰

TRU SURVEYING INC LINE
2333 Summers Lane
Klamath Falls, OR 97603