FOURTH FIVE-YEAR REVIEW REPORT FOR

J.H. BAXTER SUPERFUND SITE

SISKIYOU COUNTY, CALIFORNIA

PREPARED BY

U.S. Army Corps of Engineers, Seattle District

FOR

U.S. Environmental Protection Agency

Region IX

San Francisco, California

September 21, 2015

John Lyons, Acting Assistant Division Director

Superfund Site Cleanup Branch

U.S. Environmental Protection Agency, Region 9

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Executive Summary

This is the fourth five-year review (FYR) of the J.H. Baxter & Co. Superfund Site (Site) located in the northeastern portion of the City of Weed in Siskiyou County, California. The Site includes properties owned by J. H. Baxter and Company (Baxter) and Roseburg Forest Products (Roseburg). The purpose of this FYR is to review information to determine if the remedy is and will continue to be protective of human health and the environment. The triggering action for this FYR was the signing of the Third FYR on September 30, 2010.

The Site comprises approximately 205 acres located in Siskiyou County, California, in the northeastern portion of the City of Weed. The overall facilities comprise approximately 850 acres that include a wood treatment plant operated by Baxter, and a lumber mill and veneer plant operated by Roseburg. The Site is bordered on the west and northwest by residential areas of Weed, to the north by Lincoln Heights and the Angel Valley Subdivision, to the east by mixed woodlands, and to the south by irrigated pasture. Beaughton Creek runs through the eastern portion of the Site (Bechtel, 1997).

The major components of the remedies selected in the September 1990 Record of Decision (ROD) included the following:

- Extraction of the contaminated groundwater followed by biological treatment and chemical precipitation, polishing, and disposal. The preferred disposal method for the treated groundwater was reuse on the Roseburg log decks. Other disposal options included reinjection to groundwater, release to subsurface drains or trenches, industrial process use, and/or disposal to percolation ponds.
- Excavation of the soils contaminated with organics and biological treatment in lined treatment cells with onsite disposal after treatment in a lined, RCRA-equivalent disposal cell.
- Excavation of the soils contaminated with inorganics and chemical fixation followed by onsite disposal in RCRA-equivalent disposal cells for treated soils designated as hazardous waste.
- Excavation of the soils contaminated with both organic and inorganic constituents, biological treatment in treatment cells, chemical fixation, and onsite disposal in a lined, RCRA equivalent disposal cell.

In 1998, the EPA issued a Record of Decision Amendment (ROD Amendment) in response to significant changes in the understanding of Site conditions and increases in the quantity of dense nonaqueous-phase liquid (DNAPL) found during design studies. The ROD Amendment documents a Technical Impracticability waiver of the ROD's groundwater cleanup standards for the groundwater within the zone contaminated with DNAPL. The revised groundwater remedy employed a slurry wall system, including hydraulic gradients induced by pumping, to contain the contaminated groundwater within the DNAPL zone. Components of the remedy are as follows:

- Enhancement of the groundwater remedy described in the 1990 ROD by constructing a slurry wall around the DNAPL zone.
- Cleanup of contaminated surface soils, whether inside or outside of the DNAPL zone, and contaminated subsurface soils (deeper than two feet) outside of the NAPL zone in accordance with the ROD, with certain modifications.
- Surface Soils Containing Inorganic Concentrations above Background and below the 1990 ROD Subsurface Soil Excavation Standard - Covering these soils with a protective asphaltic concrete surface, rather than excavating and reburying the soils on-site at a depth greater than two feet.
- Bioventing of Area B soils (completed prior to slurry wall construction)
- Construction of a RCRA-equivalent disposal cell and related activities
- Institutional controls

A 2001 Explanation of Significant Differences (ESD) changed the treatment standard for noncarcinogenic polycyclic or polynuclear aromatic hydrocarbons (ncPAHs) in soils placed in the onsite RCRA-equivalent cell from 1.0 to 2.6 milligrams per liter (mg/L), based on Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels. The ESD allowed for disposal of the treated (landfarmed) soils in the RCRA equivalent cell designated as a Corrective Action Management Unit.

The remedy is functioning as intended by the decision documents. The asphaltic cover requires some maintenance and repair and there is an approved plan to make the repairs. There appears to be an outward gradient along the western portion of the slurry wall. The Western Extraction Well (WEW) extraction system is adjacent to the western slurry wall and may be impeding the ability to have an inward gradient. The two monitoring wells between the slurry wall and the WEW series have decreasing concentrations. Overall, the groundwater plume outside the slurry wall is stable or decreasing.

There have been no changes in standards, newly promulgated standards, toxicity, exposure pathways, land use, new contaminants and/or contaminant sources, remedy byproducts, contaminant characteristics, or risk assessment used at the time of the remedy. Analysis of data shows that benzene and naphthalene do not pose a risk for vapor intrusion due to their low concentrations.

The remedy at the J.H. Baxter Superfund Site is protective of human health and the environment because the asphaltic-concrete surface prevents leaching of contaminants from the soil to groundwater and restrictive covenants prevent direct exposure to the groundwater.

Five-Year Review Summary Form

SITE IDENTIFICATION		
Site Name: J.H. Baxter		
EPA ID: CAD000625731		
Region: 9	**State:** CA	**City/County:** Weed/Siskiyou

SITE STATUS	
NPL Status: Final	
Multiple OUs? No	**Has the site achieved construction completion?** Yes

REVIEW STATUS
Lead agency: EPA Region 9 **If "Other Federal Agency" was selected above, enter Agency name:** Click here to enter text.
Author name (Federal or State Project Manager): Anhtu Nguyen, EPA Region 9 RPM
Author affiliation: EPA Region 9
Review period: 12/15/2014 – 8/31/2015
Date of site inspection: 12/17/2014
Type of review: Statutory
Review number: 4
Triggering action date: 9/30/2010
Due date *(five years after triggering action date):* 9/30/2015

Issues/Recommendations		
OU(s) without Issues/Recommendations Identified in the Five-Year Review:		
Groundwater and Soil OU		
Operable Unit: Soil and groundwater OU	*Protectiveness Determination:* Protective	*Addendum Due Date (if applicable):* Click here to enter date.
Protectiveness Statement: The remedy at the J.H. Baxter Superfund site is protective of human health and the environment because the asphaltic-concrete surface prevents leaching of contaminants from the soil to groundwater and restrictive covenant prevents direct exposure to the groundwater. .		

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List of Abbreviations

ARARs	Applicable or Relevant and Appropriate Requirements
Baxter	J. H. Baxter Co.
COC	contaminants of concern
cPAH	carcinogenic polycyclic or polynuclear aromatic hydrocarbons
cRSL	carcinogenic Regional Screening Levels
CRWQCB	California Regional Water Quality Control Board
CZP	capture zone piezometers
DHS	Department of Health Services
DNAPL	dense non-aqueous phase liquids
EPA	United States Environmental Protection Agency
ESD	Explanation of Significant Differences
GWTP	Ground Water Treatment Plant
IRIS	Integrated Risk Information System
MCL	maximum contaminant level
µg/L	micrograms per liter
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
MWH	Montgomery Watson Harza
ncPAH	non-carcinogenic polycyclic or polynuclear aromatic hydrocarbons
ncRSL	non-carcinogenic Regional Screening Levels
NCRWQCB	North Coast Regional Quality Control Board
NEW	Northern Extraction Well
NPL	National Priority List
OCA	Older Clastic Assemblage
O&M/OM&M	Operation and Maintenance / Operation, Maintenance and Monitoring
OU	Operable Unit
PAH	polycyclic or polynuclear aromatic hydrocarbons
PCP	pentachlorophenol
ppm	parts per million
ppb	parts per billion
PRP	Potentially Responsible Party
PSA	Pre-Shastina Assemblage
RAO	Remedial Action Objective
RCRA	Resource Conservation and Recovery Act
ROD	Record of Decision
Roseburg	Roseburg Forest Products
RSL	Regional Screening Levels
SEW	Southern Extraction Well
Site	J.H. Baxter & Co. Superfund Site
SPF	Shastina Pyroclastic Flow
STLC	Soluble Threshold Limit Concentration
TCLP	Toxicity Characteristic Leaching Procedure
TI	Technical Impracticability
UAO	Unilateral Administration Order
WEW	Western Extraction Well
WRG	Weed Remediation Group
WTP	water treatment plant

Fourth Five-Year Review Report

for

J.H. Baxter Superfund Site

1. Introduction

The purpose of a five year review (FYR) is to evaluate the implementation and performance of a remedy in order to determine if the remedy will continue to be protective of human health and the environment. The methods, findings, and conclusions of FYRs are documented in FYR Reports. In addition, FYR Reports identify issues found during the review, if any, and document recommendations to address them.

The U.S. Environmental Protection Agency (EPA) prepares FYRs pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 121 and the National Contingency Plan (NCP) which states:

> "*If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews."*

EPA interpreted this requirement further in the NCP; 40 Code of Federal Regulations (CFR) Section 300.430(f)(4)(ii), which states:

> "*If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such actions no less often than every five years after the initiation of the selected remedial action*."

EPA Region 9 conducted the FYR and prepared this report regarding the remedy implemented at the Site. EPA is the lead agency for developing and implementing the remedy for the Site. The North Coast Regional Water Quality Control Board, as the support agency representing the State of California, has reviewed all supporting documentation and provided input to EPA during the FYR process.

This is the fourth FYR for the J.H. Baxter & Co. Superfund Site (Site). The triggering action for this statutory review is the completion of the third FYR on 30 September 2010. The FYR is required due to the fact that hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure.

The Site consists of one Operable Unit (OU) for soil, surface water and groundwater. Contamination exists at this Site as a result of past practices related to wood treatment. Each of these environmental media currently has an operating remedy in place consisting of:

- Groundwater/Slurry Wall Remediation System
- Resource Conservation and Recovery Act (RCRA) – Equivalent Disposal Cell

2. Site Chronology

The following table lists the dates of important events for the Site.

Table 2-1: Chronology of Site Events

Event	Date
North Coast Regional Quality Control Board (NCRWQCB) inspected the Site and requested a report of waste discharge.	**March 1982**
California Department of Health Services (DHS, – currently Department of Toxic Substance Control) inspected the Site and reported improper handling and storage of wastes.	**November 1982**
DHS required J. H. Baxter to begin a surface and groundwater monitoring program.	**December 1982**
Elevated levels of arsenic, creosote, and pentachlorophenol (PCP) were discovered by DHS and NCRWQCB in Site soils, surface water runoff, and groundwater. Additional soil samples collected in Lincoln Park also showed elevated arsenic concentrations.	**March 1983**
NCRWQCB sampled soil, sediment, and surface water within Lincoln Park, the drainage through the park, and on J. H. Baxter property. Results showed that a discharge was occurring, and the NCRWQCB issued a Cease and Desist order to J. H. Baxter.	**May 1983**
J. H. Baxter sampled soil within its spray field and reported elevated arsenic levels.	**July 1983**
The Site was formally included on the State's Priority Ranking List.	**January 1986**
EPA became the lead agency for Site remedial studies and enforcement.	**January 1986**
Consent decree negotiations with PRP failed and EPA prepared for EPA-led Remedial Investigation / Feasibility Study.	**September 1986**
EPA initiated a Remedial Investigation. The Remedial Investigation report was released in January 1989.	**March 1987**
The Site was added to the National Priorities List (NPL).	**October 1989**
EPA's Draft Feasibility Study and Proposed Plan were released.	**April 1990**
EPA released the Record of Decision (ROD).	**September 1990**
EPA issued Unilateral Administrative Order 91-92 with a Scope of Work that detailed the remedial actions to be conducted at the Site.	**August 1991**
EPA completed the Final Focused Feasibility Study to re-evaluate the cleanup requirements for groundwater and soils contaminated with dense non-aqueous phase liquids (DNAPL).	**May 1997**
EPA released a ROD Amendment that identified a Technical Impracticability (TI) zone where it was determined that compliance with ROD standards could not be met. The Amendment also included installation of a slurry wall to contain water and soil within the TI zone and a Resource Conservation and Recovery Act (RCRA)-equivalent disposal cell for treated soil. Soil designated as Area B Soils (not identified in the ROD) were also allowed to undergo bioventing as a form of treatment for polycyclic or polynuclear aromatic	**March 1998**

Event	Date
hydrocarbons (PAH).	
Bioventing system for Area B soils constructed and was operational.	**March 1999**
Slurry wall construction, water treatment plant modifications, and related activities.	**Construction Season 1999**
Completion of RCRA-equivalent disposal cell construction, asphalt cap, and related activities.	**Construction Season 2000**
EPA conducted the initial Five-Year Review.	**July 2000**
Component 3A soil was added to RCRA-equivalent disposal cell and final construction activities were completed. EPA verified that construction was complete and met ROD standards and requirements.	**August 2001**
EPA released the Explanation of Significant Differences (ESD) that revised the treatment standards for 3A soils to allow the placement of those soils in the RCRAequivalent disposal cell, designated as a Corrective Action Management Unit.	**August/ September 2001**
EPA approved completion of bioventing of Area B soil.	**June 2005**
EPA completed the Second Five-Year Review.	**September 2005**
EPA announced Completion of Construction Activities and Closure of Area B.	**March/April 2006**
Land use covenants to restrict use of properties comprising the J.H. Baxter Superfund Site were filed with the Siskiyou County Recorder.	**January/ February 2007**
J.H. Baxter notified EPA that a portion of the J.H. Baxter Superfund Site had been leased and stated that the lease would not impact the remedial activities at the Site.	**September 2007**
WRG collected fish tissue samples from Lake Shastina to analyze for the presence of dioxins and furans in accordance with the December 2007 Work Plan. California Regional Water Quality Control Board (CRWQCB) reported that all results were nondetects.	**May/June 2008**
EPA, NCRWQCB, and Department of Toxic Substance Control approved WRG's request to cease groundwater extraction in the NEW wells. Groundwater extraction at the NEW wells was subsequently terminated.	**October 2008**
EPA notifies WRG that ditch sediment sample results have attained ROD cleanup standards and no further work is required.	**16 August 2010**
EPA issues Third Five-Year Review Report for Site stating that the remedy is functioning as intended by the ROD and made no further recommendations.	**30 September 2010**
EPA agrees to WRG's request to revise the reporting requirements from Semiannual to Annual OM&M Reporting.	**2 December 2010**
Boles Fire burns 516 acres. Power to Groundwater Treatment Plant (GWTP) out briefly. No impacts to site operations.	**15 September 2014**
Stormwater event results in discharge of an unknown amount of water in the drainage near Lincoln Park.	**11 December 2014**
EPA Site Inspection for fourth five-year review	**17 December 2014**
Stormwater event results in discharge of 150,000 - 200,000 gallons of water of surface water from Ponds 2 and 3 off-site draining through cracks in the protective asphaltic concrete surface, storm drains, onto open ground outside of the AC surface, or possibly Beaughton Creek, violating the Waste Discharge Requirements.	**6 February 2015**

3. Background

3.1. Physical Characteristics

The Site comprises approximately 205 acres located in Siskiyou County, California, in the northeastern portion of the City of Weed (Figure 3-1 and Figure 3-2). The overall facilities comprise approximately 850 acres that include a wood treatment plant operated by Baxter, and a lumber mill and veneer plant operated by Roseburg. Buildings present at the site include the office, water treatment plant, engine room for lumber preserving, open shed for lumber incising, and dry kilns. Figure 3-3 shows the areas of remedial activities. The Site is bordered on the west and northwest by residential areas of Weed, to the north by Lincoln Park and the Angel Valley Subdivision, to the east by mixed woodlands, and to the south by irrigated pasture. Beaughton Creek runs through the eastern portion of the Site (Bechtel, 1997).

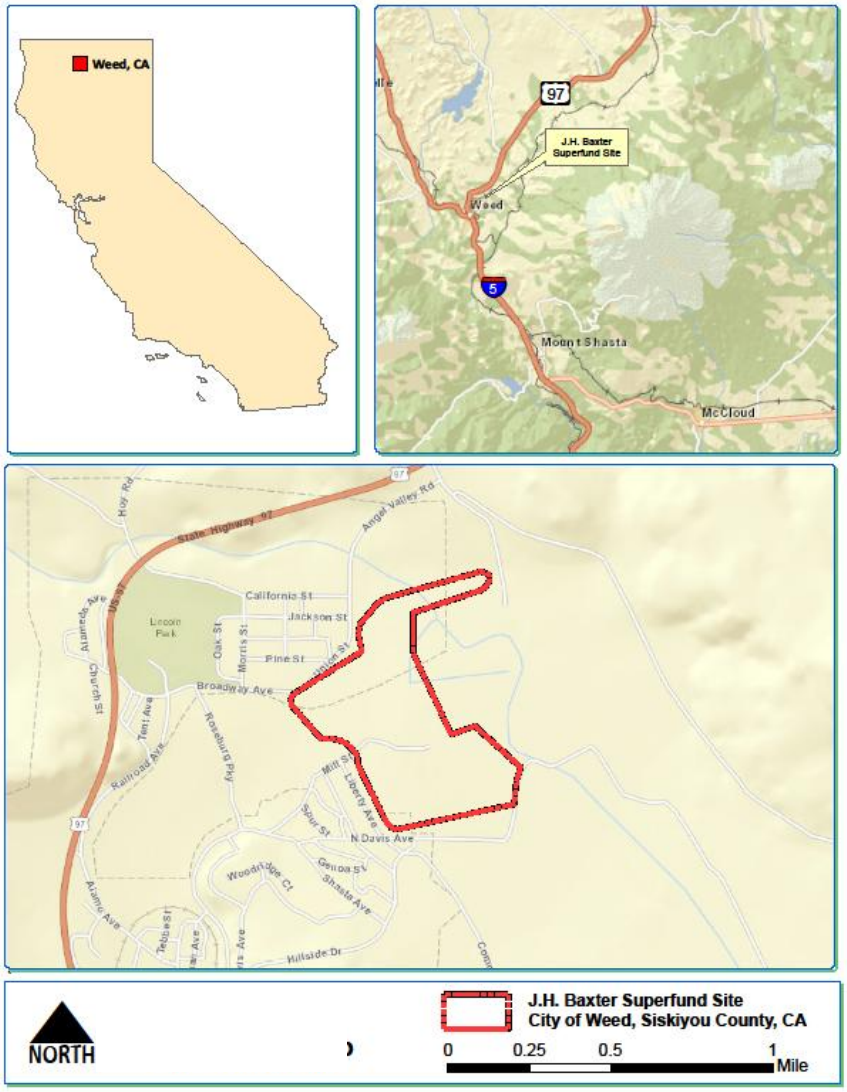

Figure 3-1: Location Map for the J.H. Baxter Superfund Site.

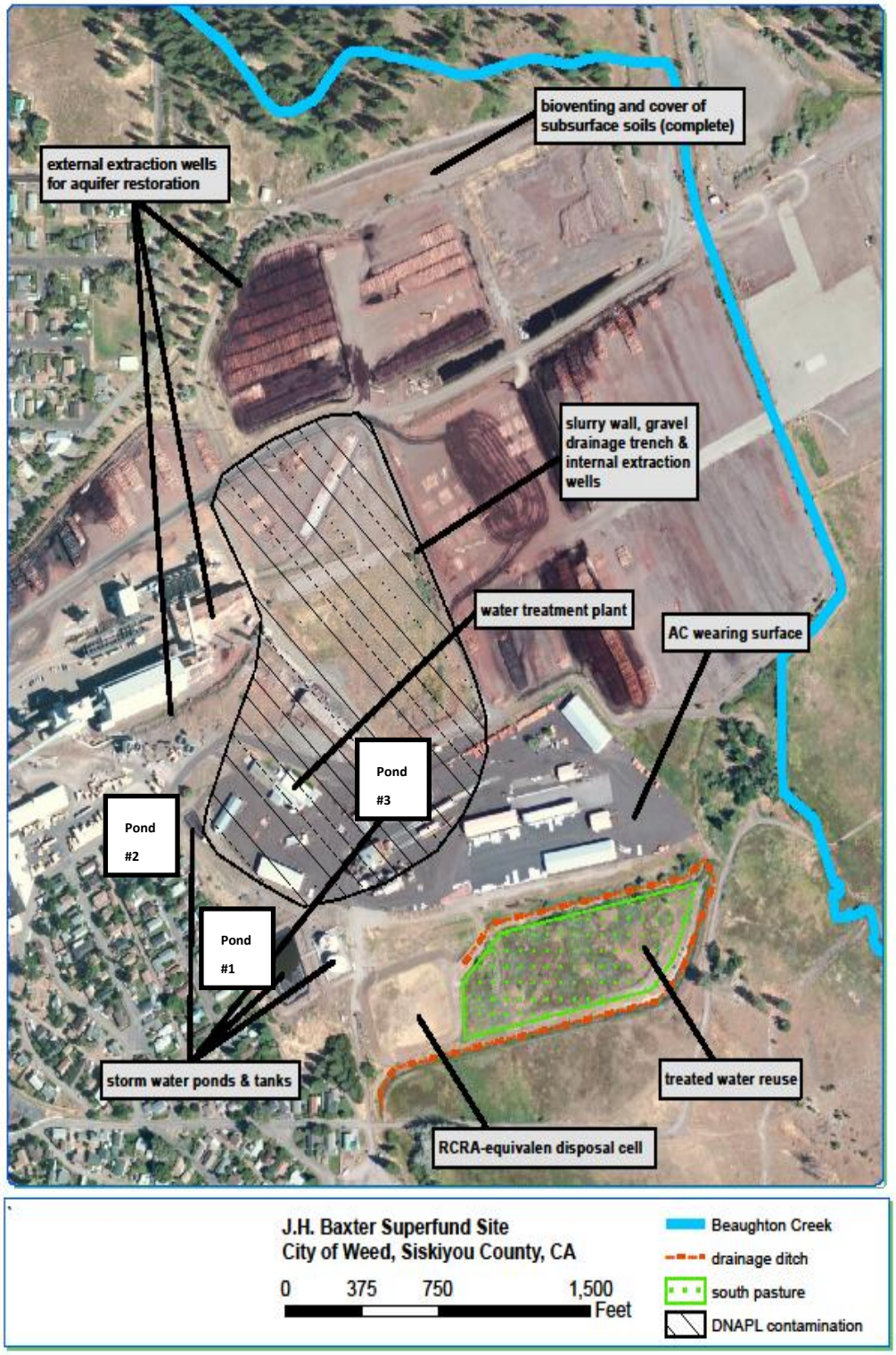

Figure 3-2: Detailed Map of the J.H. Baxter Superfund Site.

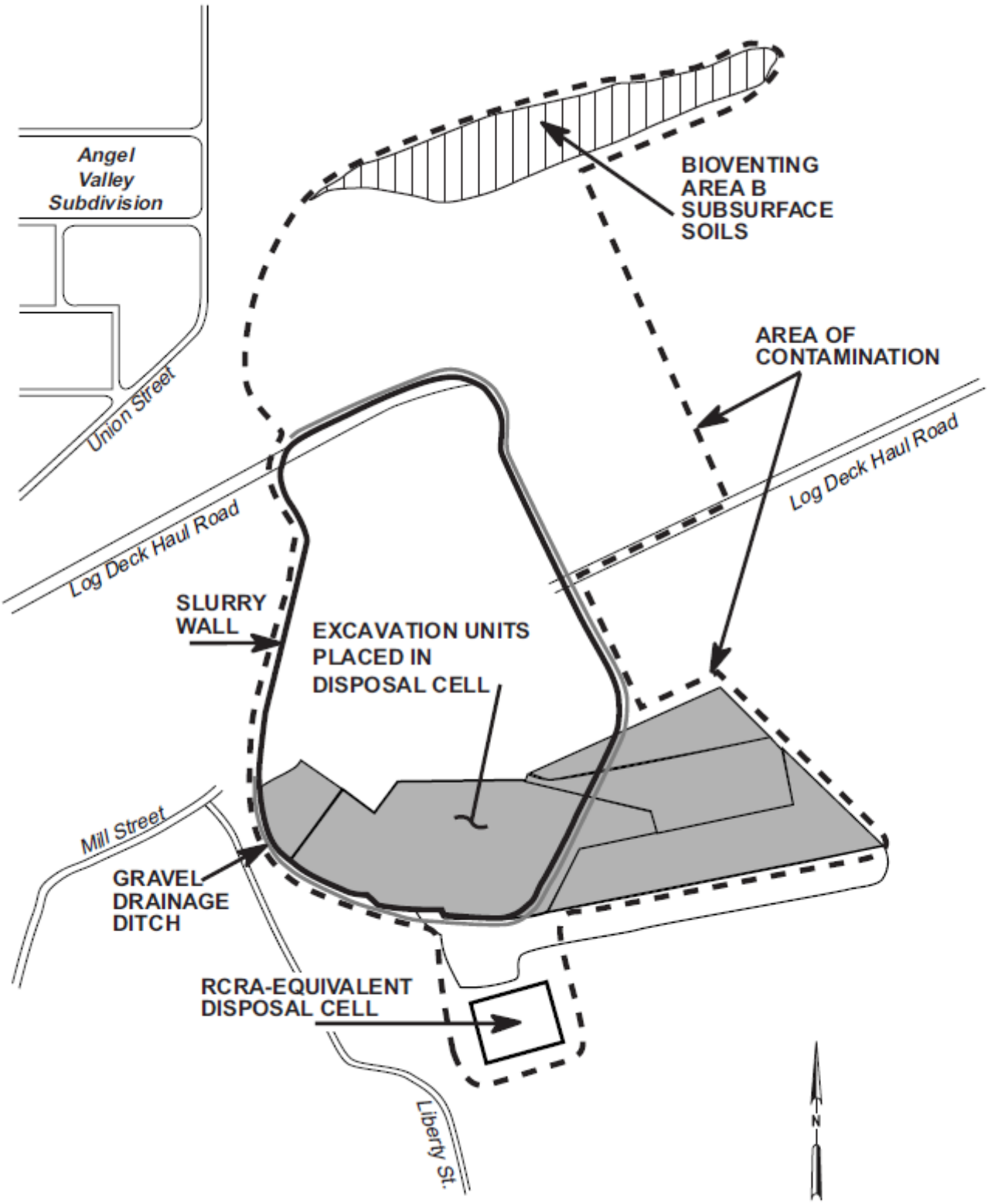

Figure 3-3: Area of Remedial Activities.

3.2. Geology

Regional physiographic features include Shasta Valley, Mount Shasta, Mount Shastina, and Black Butte. The Site is underlain by coalescent fans of pyroclastic, mudflow, glacial, and fluvial deposits from the northwestern flank of Mount Shasta and Mount Shastina. Stratigraphy at the Site is described briefly below.

Fill
The fill at the Site consists of the following materials, either separately or in combination:

- Gravel and sand from nearby borrow sources
- Wood debris
- Construction debris and relocated on Site soils
- Clinker and slag associated with historical activities

Fill varies in thickness from 0 to 35 feet and is thickest beneath the Roseburg log decks located in the north and east portions of the Site.

Alluvium
Alluvium has been deposited by Beaughton Creek, which drains from the south to the north around the eastern end of the Site, and smaller tributary streams. The alluvium occurs mainly in two areas located north and south of the Site. It consists of dark gray to tan, fine silty-sand with organic-rich soil horizons and peat layers present on the southern part of the Site.

Shastina Pyroclastic Flow
The Shastina Pyroclastic Flow (SPF) is a poorly sorted, unstratified pyroclastic debris flow deposit, which consists of sand with silt and gravel or gravel with sand. The base of the unit is occasionally delineated by a sandy silt or silty-sand layer. The SPF has a distinctive pinkish-brown to pinkish-gray color, and ranges up to 35 feet thick.

Pre-Shastina Assemblage
The Pre-Shastina Assemblage (PSA) is generally well-sorted and of fluvial origin, ranging from fine to medium sand to coarse sand with gravel. The PSA is up to 23 feet thick, but typically is 10 to 15 feet thick in the vicinity of the Site.

Older Clastic Assemblage
The Older Clastic Assemblage (OCA) is encountered throughout the Site. It is a dense silty or clayey matrix that supports clasts ranging from sand to cobbles. The unit ranges from 2 to 29 feet thick, but is minimally 6 feet thick within the footprint of the slurry wall (. The OCA acts as the confining layer (aquitard) that separates the uppermost aquifer from the lower aquifer and constitutes the lower boundary of the DNAPL Zone. The slurry wall is keyed into this unit.

Older Pyroclastic Flow
The Older Pyroclastic Flow underlies the OCA and consists of cinder deposits, andesite, fluvial deposits/debris flows, and pyroclastic flows. This unit varies in thickness from 2 feet up to greater than 80 feet.

3.3. Hydrogeology

There are two main aquifers at the Site. The first aquifer is referred to as the upper aquifer and the second aquifer is described as the lower aquifer. The two aquifers are separated by the OCA aquitard. Depth to ground water at the Site varies from a few feet below ground surface to over 20 feet below ground surface and exhibits fluctuation with recharge conditions from rainfall and snow melt.

The groundwater table in the upper aquifer has a relatively steep hydraulic gradient ranging from 0.02 to 0.03 foot/foot (Hydro-search and Grant Environmental, 1995; Montgomery Watson Harza [MWH], 2005). Flows are generally toward the northwest.

The most important unit of the subsurface at the Site is the OCA. Generally, the OCA has been observed to act as an effective barrier to vertical contaminant migration from the upper aquifer to the lower aquifer (EPA, 1998).

Before the slurry wall was built there was a typical downward vertical hydraulic gradient from the upper to lower aquifer of 0.0026 to 0.5 foot/foot (Hydro-Search 1995).

Groundwater flow in the lower aquifer is estimated to be to the northwest along a gradient of approximately 0.025 foot/foot (MWH, 2005).

Groundwater and surface water are not used as a source of drinking water at the Site. Area residents receive their drinking water from city groundwater drinking wells, which have not been affected by the Site.

3.4. Land and Resource Use

The population of Weed is 2,967. Land uses in the area consist of industrial, light manufacturing, retail, residential, and pasture/mixed woodland. Wood treatment operations using chemicals to preserve lumber products were initiated at the Site in 1937 and continue to the present. Lumber operations on the Site and the surrounding area are projected to continue into the future. However, most of the wood-product-related industry has been scaled back or ceased altogether, and a new retail and light industrial activity is concentrated in the south-east corner of Weed. Retail at the south end of town, in the form of restaurants and hotels, caters primarily to tourist travel on the Interstate 5 corridor.

Beaughton Creek, the main surface water body near the Site, originates from springs located 3,000 feet upgradient of the Baxter Property. The stream flows through the Site in a northwest to west direction. All major and minor Site stormwater surface runoff drainages eventually flows into the creek, either onsite, or down gradient of the Site. Constructed and natural wetlands exist within the Site boundaries.

3.5. History of Contamination

Wood treatment operations using chemicals to preserve lumber products were initiated at the Site in 1937. Tanalith, a mixture of sodium fluoride, sodium dichromate, arsenic, and dinitrophenol, and Minalith, a mixture of diammonium phosphate, ammonium sulfate, sodium tetraborate and boric acid were used in treatment processes until the mid-1950s. In addition, a fluoride-chrome-arsenic-phenol mixture is reported to have been used. In the late 1960s, chromated zinc chloride was removed from the onsite wood treatment process. Ammonical copper arsenate was also used as a preservative (CH2M Hill, 2001).

Reports indicated that pentachlorophenol (PCP) was used for wood treatment at least as far back as the 1950s, and until 1982. During this period of use, PCP was applied to wood in an oil-based mixture. Commercial grades of PCP manufactured during this period contained various isomers of chlorinated dibenzo-dioxins and dibenzo-furans.

Additional chemicals used by J. H. Baxter from the beginning of its wood treatment operations in 1962 through the current operations of the treatment facility include ammonical copper-zinc-arsenate, creosote 50/50, Dblaze, and pyresote. Creosote 50/50, a preservative, is typically a blend of 50 percent creosote and 50 percent fuel oil. Pyresote, a flame retardant, is a mixture of zinc chloride, sodium dichromate, ammonium sulfate, and boric acid.

Waste disposal, handling, and discharge practices over the 50 years of plant operations have resulted in Site soil, groundwater, and surface-water contamination by chemicals described in the previous paragraphs. Waste generated at the Site include retort drippings, tank and retort sludges, process water, wastewater, drying area drippings, storage area drippings, empty containers, and spilled raw preservative compounds. Prior to 1983, waste management involved onsite disposal and discharge, spray irrigation of wastewater onsite, storage in ponds and tanks onsite, and possible disposal of sludges into a local landfill. Leakage from storage tanks may also have contributed to subsurface contamination.

3.6. Initial Response

In 1983, the California Regional Water Quality Control Board (CRWQCB) issued a Cleanup and Abatement Order and a Cease and Desist Order. In 1984, the CRWQCB ordered Roseburg to cease discharge of contaminated water. In 1986, EPA initiated a Remedial Investigation to characterize the extent of soil, surface water, and groundwater contamination. The Remedial Investigation report was issued in 1988.

EPA placed the Site on the NPL in 1989 and, in 1991, issued a Unilateral Administrative Order to the responsible parties requiring them to carry out the cleanup. In response to EPA's initiative to clean up the site, the PRPs formed the Weed Remediation Group (WRG) (EPA, 1998).

3.7. Basis for Taking Action

The primary contaminants of concern (COCs) for the J.H. Baxter Superfund Site are arsenic, carcinogenic polycyclic aromatic hydrocarbons (cPAHs), PCP, and dioxins. The presence of these contaminants in soil and groundwater provided the basis for taking action under CERCLA. The primary threat to human health

was posed by ingestion of groundwater or exposure to fugitive dust. All of these contaminants are known or suspected carcinogens and are present in each medium at concentrations exceeding health standards

Chromium, copper, zinc, benzene, and non-carcinogenic polycyclic or polynuclear aromatic hydrocarbons (ncPAHs) have been identified as contaminants of lesser concern. These contaminants are present at levels below health-based standards, are not widespread, or are considered to be less toxic than the primary Site contaminants.

4. Remedial Actions

4.1. Remedy Selection

The response actions selected in the September 27, 1990, ROD address the documented principal public health and environmental threats from the Site contamination. Actions were selected to address the contaminated soils, groundwater, surface water, and sediments in Beaughton Creek. The major components of the selected remedy included the following:

- Extraction of the contaminated groundwater followed by biological treatment and chemical precipitation, polishing, and disposal. The preferred disposal method for the treated groundwater was reuse on the Roseburg log decks. Other disposal options included reinjection to groundwater, release to subsurface drains or trenches, industrial process use, and/or disposal to percolation ponds.
- Excavation of the soils contaminated with organics and biological treatment in lined treatment cells with onsite disposal after treatment in a lined, RCRA-equivalent disposal cell.
- Excavation of the soils contaminated with inorganics and chemical fixation followed by onsite disposal in RCRA-equivalent disposal cells for treated soils designated as hazardous waste.
- Excavation of the soils contaminated with both organic and inorganic constituents, biological treatment in treatment cells, chemical fixation, and onsite disposal in a lined, RCRA equivalent disposal cell.
- Construction of surface water controls and containment structures to prevent releases during subsequent operation of the facility.

The ROD Amendment, signed March 27, 1998, documents a waiver of the groundwater cleanup standards set forth in the 1990 ROD. EPA concluded that it was technically impracticable from an engineering perspective to achieve the ROD cleanup standards for groundwater within the zone contaminated with dense non-aqueous phase liquid (DNAPL). The revised groundwater remedy employed a slurry wall system (including hydraulic gradients induced by pumping) to contain the contaminated groundwater within the DNAPL zone. Groundwater outside this zone is being remediated to the ROD groundwater cleanup standards.

Other components of the ROD amendment include the following:

- Bioventing of Area B soils (completed prior to slurry wall construction)
- Construction of a RCRA-equivalent disposal cell and related activities,
- Institutional controls,

- Covering surface soil containing inorganic concentrations above background but below 1990 excavation standards with an asphaltic concrete cover.

The September 2001 ESD was written to address soil undergoing biotreatment or land farming prior to placement in the RCRA-equivalent cell. These soils, referred to as the "land farmed soils" were contaminated with non-carcinogenic polyaromatic hydrocarbons (ncPAHs). The ROD set a standard of 1 milligram per liter (mg/l) by Toxicity Characteristics Leaching Procedure (TCLP), for ncPAHs in soil and the Amended ROD retained this standard for soils to be placed in the RCRA-equivalent cell. The levels of ncPAHs were successfully reduced through land farming treatment (watering and tilling on a regular basis), but analyses indicated that further treatment would not be sufficient to remediate the soil to meet the ROD standard. Therefore, the ESD changed the standard to 2.6 mg/l. The land farmed soils were placed in the cell in August and September 2001, concurrent with preparation of the ESD, so that the disposal cell could be covered and completed during the 2001 construction season.

4.1.1. Remedial Action Objectives

Remedial Action Objectives (RAOs) were not directly identified in the 1990 ROD or 1998 ROD Amendment. However, there are "goals" from the 1990 ROD, and "elements" for the revised cleanup strategy of the NAPL zone from the 1998 ROD Amendment. Together, these goals and elements form the inferred RAOs and are summarized below:

1990 ROD Goals

- For soils contaminated with inorganics – prevent event surface water runoff on contaminated soils; prevent air emissions of contaminated dust, and to prevent contaminants from leaching into the groundwater which is a drinking water aquifer.
- For soils contaminated with inorganics and organics – treat and contain contaminated soils contributing to surface water, groundwater, and air contamination, and to protect human health and the environment.
- For groundwater – restore groundwater to its beneficial use, which is a potential drinking water source except in the TI waiver zone.
- For sediments – the contaminated sediments within the drainage ditches discharging Site runoff into Beaughton Creek will be allowed to degrade naturally to the standards specified in the 1990 ROD.

1998 ROD Amendment Elements

- For groundwater – contain contaminated groundwater and NAPLs to prevent migration.
- For groundwater – prevent ingestion.
- For contaminated soil and seeps – prevent direct contact.

To achieve these inferred RAOs, soil and subsurface soil excavation standards, sediment cleanup standards, soil treatment standards, aquifer cleanup standards, groundwater treatment standards, groundwater treatment standards for discharge to Beaughton Creek, and requirements for institutional controls have been specified in the ROD, ROD Amendment, and ESD. Table 4-1 through Table 4-7 summarizes the excavation and treatment standards for the Site.

Table 4-1: Surface Soil Excavation Standards

Constituents of Concern	Surface Soil Excavation Standards (mg/kg)
Arsenic	8[a]
Chromium	500[b]
Copper	2,500[b]
Zinc	5,000[b]
Pentachlorophenol (PCP)	17[c]
Tetrachlorophenol	2,800[c]
cPAHs	0.51[d]
ncPAHs	43,000
Dioxins	0.001[d]
Furans	0.001[d]

mg/kg – milligrams per kilogram
a – background level
b – California total threshold limit concentration
c – risk-based value
d –analytical detection limit

Table 4-2: Subsurface Soil Excavation Standards

Constituents of Concern	Subsurface Soil Excavation Standards (*)
Arsenic	5 TCLP (mg/L)
Chromium	5 STLC (mg/L)
Copper	25 STLC (mg/L)
Zinc	250 STLC (mg/L)
Pentachlorophenol (PCP)	7.4 STLC (mg/L
Tetrachlorophenol	Not present in subsurface soil
cPAHs	3.4 TCLP (mg/kg)
ncPAHs	3.4 (mg/kg)
Dioxins	0.001 TCLP (mg/kg)
Furans	0.001 (mg/kg)

(*) There will be no excavation of subsurface soils in the TI zone.
STLC – Soluble Threshold Limit Concentration
TCLP – Toxicity Characteristic Leaching Procedure
mg/kg – milligrams per kilogram
mg/L – milligrams per liter

Table 4-3: Sediment Cleanup Standards

Constituents of Concern	Sediment Cleanup Standards (Natural Attenuation) (mg/kg)
Arsenic	8[a]
Chromium	18
Copper	Not present in sediment

Constituents of Concern	Sediment Cleanup Standards (Natural Attenuation) (mg/kg)
Zinc	26
Pentachlorophenol (PCP)	1.0
Tetrachlorophenol	1.0[b]
cPAHs	0.5
ncPAHs	0.5
Dioxins	Not present in sediment
Furans	Not present in sediment

mg/kg – milligrams per kilogram
a – background level
b – risk-based value

Table 4-4: Treatment Standards for Soils Placed in RCRA-Equivalent Cell

Constituents of Concern	Treatment Standards for Soils Placed in RCRA-Equivalent Cell (*) (mg/L)
Arsenic	5 (TCLP)
Chromium	5 (STLC)
Copper	25 (STLC)
Zinc	250 (STLC)
Pentachlorophenol (PCP)	1.7 (STLC)
Tetrachlorophenol	1.0 (TCLP)
cPAHs	0.005 (TCLP)
ncPAHs	2.6 (TCLP)
Dioxins	0.001 (TCLP)
Furans	0.001 (TCLP)

(*) The standard tests will be modified by use of deionized water as the leaching solution rather than a citric acid buffer. STLC – Soluble Threshold Limit Concentration
TCLP – Toxicity Characteristic Leaching Procedure
mg/kg – milligrams per kilogram

Table 4-5: Treatment Standards Bioventing at Area B Soils

Constituents of Concern	Treatment Standards for Areas B (mg/kg)
Pentachlorophenol (PCP)	7.4
cPAHs	3.4
ncPAHs	3.4
Dioxins	0.001
Furans	0.001

mg/kg – milligrams per kilogram

Table 4-6: Aquifer Cleanup and Groundwater Treatment Standards

Constituents of Concern	Aquifer Cleanup and Groundwater Treatment Standards (mg/L)
Arsenic	0.005[a]
Chromium	0.008[b]
Copper	0.011
Zinc	0.090[b]
Benzene	0.001[c]
Pentachlorophenol (PCP)	0.001[c]
Tetrachlorophenol	1.1[a]
cPAHs	0.005[d]
ncPAHs	0.005[d]
Dioxins	2.5 X 10-8[d]
Furans	Not present in groundwater

mg/L – milligrams per liter
a – risk-based level
b- background
c - MCL
d- analytical detection limit

Table 4-7: Standards for Discharge to Beaughton Creek

Constituents of Concern	Standards for Discharge to Beaughton Creek (mg/L)
Arsenic	0.005
Chromium	0.005[a]
Copper	0.005
Zinc	0.010
Benzene	0.001[b]
Pentachlorophenol (PCP)	0.0003
Tetrachlorophenol	0.0004
cPAHs	0.001
ncPAHs	0.001
Dioxins	2.5 X 10-8[b]
Furans	Not present in groundwater

mg/L – milligrams per liter
a – risk-based value
b – analytical detection limit

4.1.2. Remedy Components

The response actions selected by the 1990 ROD and 1998 ROD amendment address the documented principle public health and environmental threats from the Site contamination. Actions were selected to

address the contaminated soils, groundwater, and surface water. The major components of the selected remedy include the following:

- Extraction of the contaminated groundwater followed by biological treatment and chemical precipitation, polishing, and disposal. The slurry wall was added to enhance the restoration of groundwater outside of the DNAPL Zone.
- Excavation of the organic contaminated soils and biological treatment in lined treatment cells with disposal after treatment in a Resource Conservation and Recovery Act (RCRA)-equivalent cell.
- Excavation of the inorganic soils and chemical fixation followed by onsite disposal in lined treatment cells for treated soils designated as hazardous waste.
- Excavation of the combined organic/inorganic soils, biological treatment in treatment cells, chemical fixation, and onsite disposal into a lined RCRA-equivalent cell.

4.2. Remedy Implementation

The following sections described implementation of the remedy described in the 1990 ROD and 1998 ROD Amendment.

4.2.1. Area B Bioventing

The Area B soils contain elevated levels of both non-carcinogenic and potentially carcinogenic PAHs. The ROD Amendment selected evaluation of *in situ* bioventing as the remedial technology for Area B (EPA, 1998). The Area B bioventing system was constructed between October 1998 and March 1999, and was put into operation in March 1999. The Area B bioventing system was operated by WRG from 1999 to June 2005. In 2005, EPA determined that Area B bioventing was complete with placement of 2 feet of clean cover and provision for site controls.

4.2.2. Slurry Wall and Related Activities

Construction of the slurry wall, extraction well system, and related activities took place between March and October 1999. The slurry wall is 4,000 feet long and the depth ranges between 27 to 52 feet deep. The wall retains the following contaminants of concern in groundwater: arsenic, carcinogenic PAHs, PCP, and dioxin. In December 1999, the extraction well system was fully operational. It is anticipated that this system (within the slurry wall) will continue to operate indefinitely.

4.2.3. Water Treatment Plant and Water Treatment Improvements

Construction of the groundwater and slurry wall remediation system was initiated in April 1999 and the slurry wall was completed in July 1999. A groundwater extraction and monitoring well network was installed and tested in August 1999. Groundwater extraction from the network was initiated on December 10, 1999.

As described in the 1990 ROD and 1998 ROD Amendment, extracted Site groundwater and stormwater are treated to meet cleanup goals in a Water Treatment Plant (WTP). The WTP includes an oil/water separator, metals precipitation, biological treatment, and activated carbon adsorption units. Treated water can be reused on the Roseburg log decks or delivered to the South Pasture for disposal. As part of the construction of the slurry wall and DNAPL zone hydraulic containment system, WTP throughput capacity was increased from 45 to 130 gallons per minute.

4.2.4. Surface Water/Sediment

Surface water is being controlled and treated to prevent movement of site chemicals into Beaughton Creek. Surface water runoff is managed through the Stormwater Management System, which consists of three stormwater ponds (800,000, 50,000, and 150,000 gallon capacity), stormwater holding tanks, transfer pumps and pipes, backup electrical generator, security fencing, decontamination pad, and a series of stormwater catch basins and storm drain collection piping. The 800,000 gallon holding pond was completed in April 1999 and the 50,000 gallon and 150,000 gallon holding ponds were completed in October 2000.

In April 1997, additional sampling of surface water and creek sediments was performed. Results indicated that Beaughton Creek has not been impacted by site-related constituents adjacent to and immediately downstream of the Site. Sediment sampling was performed once every two years, and surface water sampling is performed as required by the Unilateral Administrative Order (after significant rainfall and following construction) (TRC, 1999).

4.2.5. RCRA-Equivalent Cell

As described in the 1990 ROD and 1998 ROD Amendment, excavated Site soils were placed in a RCRA-equivalent disposal cell and capped to prevent exposure. The RCRA-equivalent cell, designated a Corrective Action Management Unit, includes a liner, a leachate collection and removal system, soil cap, stormwater runoff controls, and utilities. Construction of the cell was completed in August of 2001.

4.2.6. Asphaltic-Concrete Wearing Surface

As described in the 1998 ROD Amendment, a protective asphaltic-concrete surface was used to reduce direct contact and inhalation risk, protect groundwater, and reduce short-term risk related to excavation of and reburial of contaminated surface soils. Approximately 14 acres were covered by compacted aggregate base rock and an asphaltic-concrete wearing surface. The wearing surface is inspected annually and maintenance and repairs are performed as needed.

4.2.7. Restrictive Covenants

Institutional controls were implemented to prevent future exposures to soil and groundwater contaminants in the DNAPL Zone and to protect the integrity of the remedy. These controls include: limiting future land uses to appropriate industrial uses (and prohibiting other uses); restricting access to and inappropriate use of contaminated groundwater; prohibiting activities that would disturb the integrity of the remedy, including appropriate prohibitions on activities that would disturb the soil and/or any cap placed upon soil; requiring appropriate handling of excavated materials; providing for appropriate notice (in land

records and otherwise) that hazardous wastes remain on site; and prohibiting other activities that could cause a potential threat to human health or the environment. The Site institutional controls take the form of restrictive covenants recorded on the Site properties owned by J.H. Baxter and Roseburg.

On November 20 and 27, 2006 J.H. Baxter and Roseburg Forest Products signed Covenants to Restrict Use of Property, respectively. These restrictive covenants were filed with the Siskiyou County Recorder on January 10, 2007 for Roseburg Forest Products property and on February 12, 2007 for the J.H. Baxter property.

4.3. Operation and Maintenance (O&M)

Routine operations and maintenance (O&M) activities, including water treatment plant (WTP) influent/effluent sampling, surface water sampling, hydraulic containment/capture zone monitoring/slurry wall/gravel drainage trench monitoring, and groundwater sampling are performed at the site on a scheduled basis. Operational monitoring is used to assure proper operation and determine the optimal system configuration and procedure for the remedy.

Other O&M activities are performed on a routine basis and include inspection of the remedy component, and servicing tanks, pipes, pumps, and electrical systems. There have been very few problems in the implementation of system operations/O&M. Since the Third-FYR, the following significant operations and maintenance activities were performed at the Site.

4.3.1. Low Flow Sampling Pilot Program

Weed Remediation Group initiated a pilot program for low-flow sampling at MW-6A, NEW-4, and NEW-6 in early December 2014 and will continue into 2015. The program was implemented to evaluate the influence sampling methods may have on low-concentration sporadic arsenic detections (i.e., ~5 micrograms per liter) in a few wells north of the slurry wall.

4.3.2. Pavement Wearing Surface

In May 2012 asphaltic concrete cores were collected and analyzed in a laboratory and onsite deflection testing was conducted on July 6, 2012 consistent with the Post-closure O&M plan.

On October 15, 2014 the WRG submitted a Pavement Management Plan (PMP) to the EPA for review and approval. The goal of the PMP is to provide the most cost-effective strategy to protect the long-term investment and to minimize liability, while enhancing the appearance and functionality of the site. Because of the varying degrees of previous maintenance and usage, some pavements are in need of different levels of maintenance/repair. The goal is to keep the pavements from requiring full pavement reconstruction. The PMP has a planned implementation period of seven years.

4.3.3. Surface Water Management Systems/Stormwater Holding Ponds

The stormwater holding ponds are inspected quarterly during walk-through inspections. The transfer pump operational performance is monitored and the maintenance and repairs are performed, as needed.

4.3.4. Treated Water Disposal System

On October 22, 2014, soil samples were collected from six locations in the South Pasture and results of the South Pasture spray field soil sampling can be found in the 2014 Annual Report on Groundwater Operation Maintenance and Monitoring (MWH, 2015). The next sampling event is scheduled for 2019.

4.3.5. Drainage Ditch Sediment

On August 16, 2010, EPA notified the WRG in an electronic communication of EPA's determination that the ROD cleanup standards for ditch sediments have been attained and no further sampling and analysis are required. DTSC and NCRWQCB were in concurrence with EPA's notification.

4.3.6. O & M Cost

Operations and Maintenance costs associated with the remedy at the Site since the last five-year review are contained in Table 4-8. No unusually high O&M costs were observed during this review period.

Table 4-8. Annual O&M Costs Since the Third Five-Year Review

Date Range	Total Cost (rounded to the nearest $1,000)
2010	$1,846,000
2011	$1,840,000
2012	$2,438,000
2013	$1,204,000
2014	$991,200

5. Progress Since the Last Five-Year Review

5.1. Previous Five-Year Review Protectiveness Statement and Issues

The protectiveness statement from the 2010 FYR for the Site stated the following:

> *"The remedy at the J.H. Baxter Superfund site is protective of human health and the environment because the asphaltic surface and restrictive covenants control direct contact exposure to the soil and groundwater. In addition, groundwater is being effectively contained or restored."*

The 2010 FYR included no issues and recommendations.

5.2. Work Completed at the Site During this Five Year Review Period

Work completed at the Site during this FYR period is described in Section 4.3.

6. Five-Year Review Process

6.1. Administrative Components

EPA Region 9 initiated the FYR in November 2014 and scheduled its completion for September 2015. On 4 November 2014 EPA held a scoping call with the review team to discuss the Site and items of interest as they related to the protectiveness of the remedy currently in place. The review team members are listed in Table 6-1 below.

Table 6-1: J.H. Baxter Superfund Site Five-Year Review Team

Review Team	Agency
Marie Lacey, Remedial Project Manager	EPA
Anhtu Nguyen, Remedial Project Manager	EPA
Miriam Gilmer, Project Manager	USACE, Seattle District
Cathy Martin, Technical Lead	USACE, Seattle District
Katherine Garon, Geologist	USACE, Seattle District
Zach Wilson, Ecologist	USACE, Seattle District

6.2. Community Involvement

On February 18, 2015, a public notice was published in the *Weed Press* announcing the commencement of the Fourth FYR process for the Site, providing Marie Lacey's contact information, and inviting community participation. The press notice is available in Appendix B. No one contacted EPA as a result of this advertisement.

The Fourth FYR report will be made available to the public once it has been finalized. Copies of this document will be placed in the designated public repository which can be accessed online: *www.epa.gov/region9/JHBaxter*

Or the report will be available to the two libraries located in Weed:

Weed Library
780 South Davis Street
Weed, CA 96094
(530)938-4769

College of the Siskiyous Library
800 College Avenue
Weed, CA 96094
(530)938-5331

6.3. Document Review

This FYR included a review of relevant, site-related documents including the ROD, remedial action reports, and recent monitoring data. A complete list of the documents reviewed can be found in Appendix A.

6.3.1. ARARs Review

Section 121 (d)(2)(A) of CERCLA specifies that Superfund Remedial Actions must meet any federal standards, requirements, criteria, or limitations that are determined to be legally ARARs. Applicable or Relevant and Appropriate Requirements are those standards, criteria, or limitations promulgated under federal or state law that specifically address a hazardous substance, pollutant, contaminant, Remedial Action, location, or other circumstance at a CERCLA site.

Chemical-specific ARARs identified in the selected remedy within the 1990 ROD, 1998 ROD Amendment, and the 2001 ESD for the ground water at this Site and considered for this FYR for continued ground water treatment and monitoring are listed in Table 6-2.

Table 6-2. Summary of Ground Water ARAR Changes

Contaminants of Concern	1990 ROD Clean up Level (mg/L)	Federal MCLs (mg/L)	Is the Cleanup Level Equal or Less than MCLs?
Arsenic[1]	0.005	0.01	Yes
Chromium[2]	0.008	0.1	Yes
Copper	0.011	1.3	Yes
Zinc[2]	0.09	N/A	N/A
Benzene[3]	0.001	0.005	Yes
Pentachlorophenol[3]	0.001	0.001	Yes
Tetrachlorophenol[1]	1.1	N/A	N/A
cPAHs[3]	0.005	N/A	N/A
ncPAHs[3]	0.005	N/A	N/A
Dioxins[3]	$2.5x10^{-8}$	N/A	N/A

[1] ROD value is risk-based
[2] ROD value based on background level
[3] ROD value is the MCL
[4] ROD value was based on analytical detection limit at the time of the ROD.

Federal and state laws and regulations other than the chemical-specific ARARs that have been promulgated or changed over the past five years are described in Table 6-3. The table does not include those ARARs identified in the 1990 ROD and 1998 ROD Amendment that have not changed since these decision documents and are no longer pertinent, now that the response action has transitioned from construction to long-term O&M phase work. For example, ARARs related to remedial design and construction are not included in the table if they do not continue into long-term O&M. There have been no revisions to laws and regulations that affect the protectiveness of the remedy. The following ARARs have not changed since the ROD.

- 23 California Code of Regulations (CCR) §2580(a) - General Closure Requirements for Closure and Post-Closure Maintenance
- 23 CCR §2597 - Closure and Post-Closure Maintenance Plan
- State Water Pollution Control Board (SWPCB) Resolution 68-16 - Statement of Policy With Respect to Maintaining High Quality Waters in California
- North Coast Regional Water Quality Control Board Basin Plan; SWRCB Resolution 88-63 (as revised by Resolution 2006-0008) Sources of Drinking Water, Table 2-1
- North Coast Regional Water Quality Control Board Basin Plan, Section 3
- RCRA Ground Water Monitoring: Draft Technical Guidance (This is not an ARAR, but was adopted by EPA as an enforceable performance standard.)

Table 6-3. Applicable or Relevant and Appropriate Requirements Evaluation

Requirement	Citation	Document	Description	Affect on Protectiveness	Comments	Amendment Date
California Code of Regulations	40 CFR §261.20-261.24 & 261.30-261.33 as implemented through 22 CCR §66261.20 - 66261.24, & 66261.30 - 62261.33	1998 ROD Amendment	Characteristics of Hazardous Waste & Lists of RCRA Hazardous Wastes	No effect to protectiveness. Remedial activities will comply with provisions of these regulations.	Change without regulatory effect and or nonsubstantive changes to 66261.21, 66261.32, & 66261.33	2012 & 2013
California Code of Regulations	40 CFR §268.40 & 22 CCR §66268.40	1998 ROD Amendment	Applicability of Treatment Standards from Land Disposal	No effect to protectiveness. Remedial activities will comply with provisions of these regulations.	Change without regulatory effect	2/8/2012 &7/12/2012
SWPCB	Order No. 97-03-DWQ	1998 ROD Amendment	NPDES General Permit No. CAS000001 (Waste Discharge Requirements for Discharges of Stormwater Associated With Industrial Activities Excluding Construction Activities)	No effect to protectiveness. Remedial activities will comply with provisions of these regulations.	97-03-DWQ expires June 30, 2015 and will be replaced by the New Industrial General Permit 2014-0057-DWQ, effective July 1, 2015. The new Industrial General Permit will replace the current permit.	New permit effective July 1st, 2015

6.3.2. Human Health Risk Assessment Review

The 1990 Endangerment Assessment (ICF/Clement, 1990) conducted as part of the remedial investigation evaluated two baseline scenarios: continued use of the property as industrial (wood treatment), and future-use development of the property as residential. The potentially exposed populations included onsite workers at the facility, and off-site children in nearby Lincoln Park and residents in Angel Valley subdivision. As such, the following receptors were evaluated: adult residents, child residents, and industrial workers. The principal exposure pathways for human receptors at the Site were identified to be direct contact with contaminated soils, inhalation of fugitive dust emissions, direct contact with surface water and sediments, and ingestion of groundwater. No additional exposure pathways or toxic substances have been identified in the past five years and the exposure pathways identified in the ROD are still valid.

The risk for receptors due to exposure to contaminants at the Site was estimated to be above the acceptable range of upper bound lifetime cancer risk to an individual of between 10^{-4} and 10^{-6}. Site total cancer risks were estimated to be: 1.4×10^{-1} for current workers, 6×10^{-1} for future children, and 8.6×10^{-1} for future adults. Similarly, the noncarcinogenic risk (hazard index) is above 1.0, the acceptable exposure levels representing concentration levels to which the human population, including sensitive subgroups, may be exposed without causing deleterious effects. Maximum hazard index for current workers was estimated to be 11.1.

6.3.3. Vapor Intrusion:

Of the Site contaminants of concern listed in the original ROD, benzene and naphthalene (a PAH) are the only chemicals of concern in groundwater with appreciable volatility. In the 1998 ROD Amendment, benzene was removed from the list of Site contaminants for the following reasons:

- It was not detected in Area B soils.
- Of the total 105 water treatment plant samples collected and analyzed for benzene between 1992 and 1996, benzene was not detected in 73 samples at a method detection limit of 0.5 µg/L. In the 32 samples where benzene was detected, the average concentration was 1.4 µg/L.
- Groundwater samples collected from 25 monitoring wells in the latter half of 1999 and the first half of 2000 indicated benzene was not detected in any well except one, which showed an estimated concentration of 0.6 µg/L, just slightly over the method detection limit of 0.5 µg/L. This benzene groundwater concentration does not pose a vapor intrusion risk.

The naphthalene concentrations in groundwater during the most recent five-year monitoring period ranged from non-detect to 1,700 µg /L. The highest levels of naphthalene have been detected within the slurry wall TI zone over 200 feet north of any buildings on the property. Therefore, the naphthalene does not pose a risk for vapor intrusion.

6.3.4. Toxicity values:

EPA's Integrated Risk Information System (IRIS) has a program to update toxicity values used by the Agency in risk assessment when newer scientific information becomes available. In the past five years,

there have been a number of changes to the toxicity values for certain contaminants of concern at the Site. Groundwater concentrations are compared to EPA's Regional Screening Levels (RSLs) as a first step in determining whether response actions may be needed to address potential human health exposures due to toxicity value changes. RSLs are chemical-specific concentrations for individual contaminants that correspond to an excess cancer risk level of $1x10^{-6}$ (cRSL) or a hazard quotient of 1 for non-carcinogens (ncRSL), and they have been developed for a variety of exposures scenarios (e.g. residential, commercial/industrial). RSLs are not *de facto* cleanup standards for a Superfund site, but they do provide a good indication of whether actions may be needed. Any concentration below the cRSL indicates that no cancer risk is expected, while concentrations significantly above the cRSL may indicate an increased cancer risk. Any concentration below the ncRSL indicates that no adverse health effect from exposure is expected, while concentrations significantly above the ncRSL may indicate an increased potential for non-cancer effects.

The ROD cleanup levels exceed the tap water RSLs for four COCs: arsenic, tetrachlorophenol, cPAHs, and dioxins (Table 6-4). It also exceeds the residential soil RSLs for three COCs: ncPAHs, tetrachlorophenol, and dioxins (Table 6-5). All other COCs either are: 1) more stringent than the cancer and non-cancerous RSLs; 2) between the $1x10^{-4}$ and $1x10^{-6}$ cancer risk range; or 3) are not listed in the tap water or soil RSL table. Both the 1990 ROD and the 1998 ROD amendment distinguish primary (arsenic, cPAHs, pentachlorophenol, and dioxins) and secondary COCs (chromium, copper, zinc, benzene, and ncPAHs). Chromium is discussed in the risk discussion of the 1990 ROD where toxicity values for hexavalent chromium were used to calculate risks. However, the highest risk potential was due to arsenic, PAHs, and dioxins. There are currently no toxicity values available for total chromium, only hexavalent chromium as presented in Tables 6-4 and 6-5. The ROD and ROD amendment cleanup levels are for total chromium. COCs that exceed RSLs are discussed below.

Arsenic. The ncRSL for arsenic is less than the ROD cleanup level for aquifer cleanup and groundwater treatment. The 1990 ROD established 5 µg/L as the cleanup standard for arsenic based on EPA's risk assessment for the site and is the analytical detection limit for arsenic. This indicates there is an increased potential for non-cancer effects. However, the restrictive covenant prevents direct exposure to the groundwater, and therefore, changes in toxicity values do not affect the protectiveness of the remedy. The ROD cleanup for soils is based on background levels. Also, there are no current exposures to contaminated soils. Therefore, changes to toxicity do not affect the protectiveness of the remedy.

Tetrachlorophenol. The ncRSL is lower than the aquifer cleanup and groundwater treatment standard set in the 1990 ROD. However, no samples at J.H Baxter have exceeded the ncRSL level of 0.24 mg/L in the past 5 years. Therefore, the changes in toxicity do not affect protectiveness of the remedy.

cPAHs. The cRSLs for Benzo(a)pyrene, Benzo(b)fluoranthene, Benz(a)anthracene, and Indeno(1,2,3,-cd)pyrene are lower than the ROD cleanup level for cPAHs. The 1990 ROD established cleanup levels for cPAHs based on the analytical detection limit. Only a single sample of Benzo(a)pyrene in 2012 out of all cPAH samples in the past five years was found to exceed a cRSL risk range. During 2014 the largest sample of these 4 cPAHs was $5.8x10^{-5}$ mg/L, well within the cancer risk range. Therefore, the changes in toxicity do not affect protectiveness of the remedy.

ncPAHs. The residential soil ncRSLs for naphthalene, dibenzofuran, fluorene, fluoranthene, and pyrene (which are all ncPAHs) are less than the ROD surface soil cleanup level. In addition, the cRSL for

naphthalene is also less than the cleanup specified in the ROD. The soil remedy has been completed and all excavated soils placed in a Corrective Action Management Unit eliminating exposure to these chemicals. Therefore, changes in toxicity do not affect protectiveness of the remedy.

Dioxin. The tap water and soils ncRSL and cRSL for dioxin is less than the ROD cleanup level. This indicates a potential increase in cancer and non-cancer effects. The 1990 ROD established the cleanup levels in soil and groundwater based on the analytical detection limit at the time of the ROD.

EPA's dioxin reassessment has been developed and undergone review for many years, with the participation of scientific experts in EPA and other federal agencies, as well as scientific experts in the private sector and academia. The Agency followed current guidelines and incorporated the latest data and physiological/biochemical research into the reassessment. On February 17, 2012, EPA released the final human health non-cancer dioxin reassessment, publishing an oral non-cancer toxicity value, or reference dose (RfD), of $7x10^{-10}$ mg/kg-day for 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) in EPA's Integrated Risk Information System (IRIS). At J.H. Baxter, the Dioxin contaminated soil was disposed of on-site with a RCRA cap and all remaining areas have been capped with asphalt. The dioxin cancer reassessment will follow thereafter. The dioxin RfD was approved for immediate use at Superfund sites to ensure protection of human health.

There are no current exposures to contaminated groundwater or soils. Therefore, changes in toxicity do not affect the protectiveness of the remedy.

Table 6-4: Summary of residential tap water RSLs (January 2015) for groundwater COCs.

COCs in Water		ROD cleanup (mg/L)	ncRSL (mg/L)	cRSL (mg/L)	Protective Cancer Risk Range		ROD cleanup level <RSL?
					1×10^{-6}	1×10^{-4}	
Arsenic		0.005	**5.2×10^{-5}**	6.0×10^{-3}	6.0×10^{-3}	6.0×10^{-1}	No
Chromium		0.008	Not listed	Not Listed	Not Listed	Not Listed	NA
Copper		0.011	0.8	Not Listed	Not Listed	Not Listed	Yes
Zinc		0.09	6.0	Not Listed	Not Listed	Not Listed	Yes
Benzene		0.001	0.033	4.5×10^{-4}	4.5×10^{-4}	4.5×10^{-2}	Yes
Pentachlorophenol		0.001	0.023	4×10^{-5}	4×10^{-5}	4.0×10^{-3}	Yes
Tetrachlorophenol		1.1	**0.24**	Not Listed	Not Listed	Not Listed	No
cPAH	Benzo[a]pyrene	0.005	Not Listed	**3.4×10^{-6}**	3.4×10^{-6}	3.4×10^{-4}	No
	Chrysene		Not Listed	3.4×10^{-3}	3.4×10^{-3}	3.4×10^{-1}	Yes
	Benzo[b]fluoranthene		Not Listed	**3.4×10^{-5}**	3.4×10^{-5}	3.4×10^{-3}	No
	Benz[a]anthracene		Not Listed	**3.4×10^{-5}**	3.4×10^{-5}	3.4×10^{-3}	No
	Benzo[k]flouranthene		Not Listed	3.4×10^{-4}	3.4×10^{-4}	3.4×10^{-2}	Yes
	Indeno[1,2,3,-cd]pyrene		Not Listed	**3.4×10^{-5}**	3.4×10^{-5}	3.4×10^{-3}	No
ncPAH	Naphthalene	0.005	6.1×10^{-3}	1.7×10^{-4}	1.7×10^{-4}	1.7×10^{-2}	Yes
	2-methylnaphthalene		0.036	Not Listed	Not Listed	Not Listed	Yes
	Acenaphthylene		Not Listed	Not Listed	Not Listed	Not Listed	NA
	Acenaphthene		0.53	Not Listed	Not Listed	Not Listed	Yes
	Dibenzofuran		7.9×10^{-3}	Not Listed	Not Listed	Not Listed	Yes
	Fluorene		2.9×10^{-1}	Not Listed	Not Listed	Not Listed	Yes
	Phenanthrene		Not Listed	Not Listed	Not Listed	Not Listed	NA
	Anthracene		1.8	Not Listed	Not Listed	Not Listed	Yes
	Fluoranthene		0.8	Not Listed	Not Listed	Not Listed	Yes
	Pyrene		0.12	Not Listed	Not Listed	Not Listed	Yes
	Benzo[ghi]perylene		Not Listed	Not Listed	Not Listed	Not Listed	NA
Dioxins (2,3,7,8-TCDD)		2.5×10^{-08}	**1.4×10^{-8}**	**6.0×10^{-10}**	6.0×10^{-10}	6.0×10^{-8}	No

RSLs that are less than the ROD cleanup level are **bolded**.

Table 6-5: Summary of residential soil RSLs (January 2015) for soil COCs.

COCs in Soils		ROD cleanup (mg/kg)	ncRSL (mg/kg)	cRSL (mg/kg)	Protective Cancer Risk Range		ROD cleanup level <RSL?
					1.0E-06	1.0E-04	
Arsenic		8	34	0.67	0.67	67	Yes
Chromium		500	Not Listed	Not Listed	Not Listed	Not Listed	Yes
Copper		2500	3,100	Not Listed	Not Listed	Not Listed	Yes
Zinc		5000	23,000	Not Listed	Not Listed	Not Listed	Yes
Pentachlorophenol		17	2.9E+03	4.0E+00	4.0E+00	4.0E+02	Yes
Tetrachlorophenol		2800	**1,800**	Not Listed	Not Listed	Not Listed	No
cPAH	Benzo[a]pyrene	0.51	Not Listed	0.015	0.015	1.5	Yes
	Chrysene		Not Listed	15	15	1,500	Yes
	Benzo[b]fluoranthene		Not Listed	0.41	0.41	41	Yes
	Benz[a]anthracene		Not Listed	0.15	0.15	15	Yes
	Benzo[k]flouranthene		Not Listed	1.5	1.5	150	Yes
	Indeno[1,2,3,-cd]pyrene		Not Listed	0.15	0.15	15	Yes
ncPAH	Naphthalene	43,000	**130**	**3.8**	3.8	380	No
	2-methylnaphthalene		**230**	Not Listed	Not Listed	Not Listed	No
	Acenaphthylene		Not Listed	Not Listed	Not Listed	Not Listed	NA
	Acenaphthene		**3,500**	Not Listed	Not Listed	Not Listed	No
	Dibenzofuran		**$1.0x10^{3}$**	Not Listed	Not Listed	Not Listed	No
	Fluorene		**2,300**	Not Listed	Not Listed	Not Listed	No
	Phenanthrene		Not Listed	Not Listed	Not Listed	Not Listed	NA
	Anthracene		**17,000**	Not Listed	Not Listed	Not Listed	No
	Fluoranthene		**2,300**	Not Listed	Not Listed	Not Listed	No
	Pyrene		**1,700**	Not Listed	Not Listed	Not Listed	No
	Benzo[ghi]perylene		Not Listed	Not Listed	Not Listed	Not Listed	NA
Dioxins (2,3,7,8-TCDD)		0.001	**$5.1x10^{-5}$**	**$4.9x10^{-6}$**	$4.9x10^{-6}$	$4.9x10^{-4}$	No
Furans	Dibenzofuran & Furan	0.001	72	Not Listed	Not Listed	Not Listed	Yes
	Tetrahydrofuran	0.001	$1.8x10^{4}$	Not Listed	Not Listed	Not Listed	Yes

RSLs that are less than the ROD cleanup level are **bolded**.

6.3.5. Ecological Review

As part of the risk assessment for the 1990 ROD, an Environmental Assessment was performed. The assessment evaluated terrestrial and aquatic habitats. No sensitive plant or animal species were found onsite. In response, the California Department of Fish and Game reported that fish life in Beaughton Creek was impaired downstream of discharge areas from the site. Interim corrective actions required by the state to treat effluent discharges from the site eliminated continuing impacts to the stream. The 1990 ROD did not select a remedy for contamination in Beaughton Creek, because surveys indicated that fish were returning to the creek. Instead, continued monitoring was proposed by EPA. In 1993, under the direction of EPA, California Department of Fish and Game, and the CRWQCB, Beaughton Creek was analyzed for contamination in water and sediments, and health impacts on fish and insects. No significant impacts were observed (EPA, 1997). Additional sampling was conducted at Lake Shastina during 2008 for dioxins and furans. All results were non-detect.

6.4. Data Review

6.4.1. Treated Water Disposal System (Soil)

Soil sampling in the South Pasture for inorganic COCs is conducted every five years to assess if the soil is being affected by discharge from the WTP.

On October 22, 2014, soil samples were collected from the six locations in the South Pasture, shown on Figure 6-1, and graphs of concentrations over time at each location are shown in Figure 6-2. Arsenic was detected in five of the six samples at concentrations ranging from 0.75 mg/kg to 1.4 mg/kg. Chromium was detected in all six sample locations at concentrations ranging from 7.4 mg/kg to 9.1 mg/kg. Copper was detected in all six of the sample locations at concentrations ranging from 14 mg/kg to 20 mg/kg. Zinc was detected in all six sample locations at concentrations ranging from 19 mg/kg to 24 mg/kg.

A comparison of soil sample results from 1999 through 2014 is provided in Appendix G in Table G-1. Statistical trend analysis was conducted for each of the four metals at each sampling location using the Mann-Kendall test. Statistics and results are shown in Appendix G, in Table G-2. WRD found that no trends in concentration were evident at the 99% level of confidence. It appears there could be a trend with a lower, but still conservative confidence threshold. The FYR team suggests using 95% confidence. The next sampling event is scheduled for 2019.

6.4.2. Groundwater

6.4.2.1 Depth to Water Monitoring

The FYR team reviewed and evaluated changes to the groundwater flow and gradient using maps in the annual OM&M reports. Data reviewed from 2010 through 2014 includes potentiometric surface maps for the upper and lower aquifer. The upper aquifer outside the slurry wall flows to the northwest at a gradient between 0.016 to 0.030 feet per foot. The upper aquifer inside the slurry wall flows to the north-northwest at a gradient between 0.015 to 0.020 feet per foot. The lower aquifer flows to the northwest at a gradient between 0.021 to 0.023 feet per foot. No major changes in groundwater flow direction or flow gradient have occurred in the past five years.

6.4.2.2 Hydraulic Control across Slurry Wall and Network Capture Zone

The slurry wall confines the DNAPL zone, which is also the TI waiver zone. Groundwater within this zone is excluded from the cleanup requirements in the ROD; however the hydraulic gradient is monitored to ensure groundwater from the DNAPL zone is not transmitted outside the slurry wall. Favorable flows across the slurry wall are neutral or inward, which means hydraulic head (water table elevations) in wells inside the slurry wall must be lower than water elevations outside the slurry walls. This is monitored by comparing water table elevations in well pairs, one outside the slurry wall, and the other inside the slurry wall. Figure 6-3 shows the well pair data during the previous 5 years.

- Well pairs WP-4/PZ-16 (See Figure 6-4) located along the southeastern portion of the slurry wall) and WP-6/MW-3 (located at the southern portion of the slurry wall) show higher water elevations in wells outside the slurry wall. This indicates a favorable inward water gradient. Both of these well pairs are along the southern portion of slurry wall where the water table is highest.

- Well pairs WP-12/MW-4 (located along the southwestern portion of the slurry wall) and B-2S/MW-10 (located along the northwestern portion of the wall) typically show higher water elevations in wells inside the slurry wall which may indicate a potential for outward groundwater flow across the slurry wall. However, nearby pumping of extraction wells may be the cause of the decreased water level on the outside of the slurry wall.

- Well pair P-1 and P-2 (located on the northern portion of the slurry wall, but west of B-1S/RIW-8A), has shown fluctuating inward to outward groundwater flow. B-1S/RIW-8A (located along the northern portion of the slurry wall) typically show higher water elevations in wells inside the slurry wall. This indicates the potential for outward groundwater flow across the slurry wall. During the past five years B-1S/RIW-8A has generally had outward flow with a low gradient close to neutral and only one measurement showed inward flow. Both P-1/P-2 and B-1S/RIW-8A have low gradients close to neutral.

In summary, groundwater elevations show that two of the six well pairs had favorable inward hydraulic gradient during the past five years. These two wells are located along the southern and eastern portion of the slurry wall. The groundwater gradient is low and close to neutral in two well pairs along the northern portion of the slurry wall. The two well pairs on the western portion of the slurry wall showed outward gradients which indicate a potential for outward groundwater flow across the slurry wall. However, nearby extraction wells may be interfering with the ability to create an inward gradient.

6.4.2.3 Groundwater Quality

Weed Remediation Group collects and analyzes groundwater samples twice a year for the Site and summarizes the data in their annual reports. The FYR team reviewed groundwater quality data from the past five years in five areas on the site including the northern upper aquifer, the western upper aquifer, the southern upper aquifer, the upper aquifer inside the slurry wall, and the lower aquifer. Some wells are dry and labeled “dry”, some are blocked and unable to be measured, labeled “UTM”.

Northern Upper Aquifer – Outside Slurry Wall

Restoration of groundwater to its beneficial uses in the northern portion of the Upper Aquifer is assessed using water quality data collected from monitoring wells MW-6A, MW-14, RIW-8B, RIW-9A, RIW-10A, RIW-10B, RIW-12A, and RIW-13C, and from extraction wells NEW-1, NEW-2, NEW-3, NEW-4, NEW-6, NEW-8, and NEW-10.

Since 2010, arsenic, copper, and zinc were detected in the Northern Upper Aquifer at concentrations exceeding their respective groundwater ROD clean up goals of 5, 11, and 90 µg/L.

- Arsenic exceeded in wells MW-6A, RIW-9A, RIW-12A, NEW-1, NEW-2, NEW-3, NEW-4, and NEW-6.
- Copper exceeded in RIW-10A, and zinc exceeded in MW-14.
- Total ncPAHs and total cPAHS were detected below the ROD cleanup goal of 5 µg/L in a few of the NEW wells since 2011.

RIW-9A is located between the slurry wall and the Northern Extraction Wells. RIW-9A has consistent low arsenic concentrations above clean up goals (5.9-6.9 µg/L) during all five sampling events between 2010 and 2014. The arsenic concentrations in RIW-9A are slightly decreasing. Arsenic exceeded the ROD cleanup goals in MW-6A (which is located within the NEW series) in four samples including: October 2011, January 2012, October 2013, and January 2014. MW-6A concentrations ranged from 5.6 to 9.3 µg/L, and the concentrations decreased in recent samples. The July 2012 and April 2013 readings had non-detects in MW-6A for arsenic, which indicates the possibility of seasonal variation. During this review period, MW-6A has been showing a decreasing trend of arsenic concentrations. Two NEW series wells (NEW-4 and NEW-6) had three samples exceed ROD clean up goals: October 2011, January 2013, and October 2013. Arsenic spiked above the ROD clean up goals during the January 2012 sampling in three NEW wells (NEW-1, 2, and 3). Generally, all NEW wells have been indicating a decreasing trend in arsenic concentrations. During the last two sampling events in 2014, all NEW wells did not have any detections of arsenic.

In January 2012, RIW-10A had one high copper reading of 22 µg/L. RIW-10A is located between the slurry wall and the NEW series. All other wells in the Northern upper aquifer did not have any copper detections. In addition, there were no zinc concentrations detected above the ROD cleanup goals during the review period.

During the most recent sampling event (July 2014), only RIW-9A (arsenic) was above ROD clean up goals. All other wells in the Northern upper aquifer had concentrations below ROD clean up goals.

Based on the observed concentrations and trends it appears monitored natural attenuation is occurring in the Northern Upper Aquifer.

Western Upper Aquifer – Outside Slurry Wall

Restoration of groundwater to its beneficial uses in the western portion of the Upper Aquifer is assessed using water quality data collected from monitoring wells MW-4, MW-10, MW-12, MW-13, MW-9A, MW-9B, RIW-3A, RIW-3B, and WP-13 and from extraction wells WEW-1, WEW-3, WEW-5, WEW-7, and WEW-10. Two wells (MW-4 and WP-13) are located between the slurry wall and the WEW series. One well (MW-13) is upgradient and to the west of WEW series. Other wells (including, MW-9A, MW-9B, MW-10, MW-12) are located downgradient of the WEW series. RIW-3A and RIW-3B are located downgradient and further west than the WEW series.

Arsenic, chromium, copper, and zinc were detected in the Western Upper Aquifer at concentrations exceeding their groundwater ROD clean up goals of 5, 8, 11, and 90 µg/L.

- Arsenic was exceeded in MW-4, WP-13, MW-10, and RIW-3A.
- Chromium was exceeded in RIW-3A and RIW-3B.
- Copper was exceeded in MW-10, and RIW-3A.
- Zinc was exceeded in MW-4, MW-9A, and MW-10.
- The minimal detections of total ncPAHs and cPAHs were always below the ROD cleanup goals.

The two monitoring wells between the slurry wall and the WEW series (WP-13 and MW-4) have concentrations of arsenic that exceed the ROD clean up levels, but concentrations are decreasing. Most recent exceedance in each well are: MW-4 recorded 5.6 µg/L in January 2014, and WP-13 recorded 7.4 µg/L in April 2013. Zinc concentration is decreasing in WP-13 and MW-4, the two wells between the slurry wall and the WEW series. Zinc concentration in WP-13 began decreasing in April 2013, from 1100 µg/L to 300 µg/L in July 2014. That latest sampling event shows zinc concentrations are still above the ROD clean up levels. Zinc concentrations in MW-4 decreased from 160 µg/L in October 2011 to 76 µg/L in July 2014. The July 2014 zinc concentration in MW-4 is below ROD clean up levels.

In the downgradient wells of MW-10 and RIW-31A, arsenic concentrations peaked in MW-10 in October 2011 at 6 µg/L and in RIW-3A in April 2013 at 6.4 µg/L, but both had non-detects in July 2014. Chromium increased in RIW-3A and RIW-3B, and it did not exceed the cleanup goals in any other wells. Chromium concentrations peaked in RIW-3A to 330 µg/L on 8 July 2014, then decreased to 22 µg/L on 28 July 2014. RIW-3B had a chromium concentration of 8.2 µg/L in July 2014 that is just above the ROD clean up goal of 8.0 µg/L. MW-10 exceeded the copper standard during the most recent sample in April 2013, with a concentration of 13 µg/L. RIW-3A exceeded copper standard only in the first sample in July 2014 with a concentration of 20 µg/L. A sample two weeks later had a non-detect. MW-10 exceeded zinc standard during the most recent sample in April 2013, with a concentration of 13 µg/L. RIW-3A exceeded only in the first sample in July 2014 with a concentration of 20 µg/L. A sample two weeks later had a non-detect.

Generally, the concentration of COCs are generally decreasing between the slurry wall and the WEW. In monitoring wells downgradient of the WEW, concentrations of COCs generally increased in the first two years or so of this five year review period, but subsequently have begun to decrease.

Southern Upper Aquifer – Outside Slurry Wall

Restoration of groundwater to its beneficial uses in the southern portion of the Upper Aquifer is assessed using water quality data collected from monitoring wells CMW-1, CMW-2, and RIW-1B

Since 2010, arsenic and zinc have been detected in the southern portion of the Upper Aquifer at concentrations exceeding their groundwater ROD cleanup levels.

- Arsenic exceeded the cleanup goal in CMW-1, and zinc exceeded the cleanup goal in CMW-2.
- Chromium, total ncPAHs, PCP, and tetrachlorophenols were detected only at a concentration below the ROD Cleanup Goal.
- Copper and total cPAHs were not detected in groundwater collected from this portion of the aquifer.

Arsenic concentrations in CMW-1 are just above the cleanup goals. There were a number of non-detects during 2013 and 2014, but the October 2014 sample exceeded the cleanup goal again at 5.5 µg/L. The concentration of zinc in CMW-2 peaked in January 2014 at 560 µg/L, and the October 2014 concentration at 190 µg/L which is still above ROD clean up goals for zinc.

Lower Aquifer Water Quality – beneath Slurry Wall.

Restoration of groundwater to its beneficial uses in the lower aquifer is assessed using water quality data collected from monitoring wells B-1R, IW-9B, RIW-1D, and RIW-12D.

Since 2010 zinc and total ncPAH were detected in the Lower Aquifer at concentrations exceeding their ROD clean up goals.

- Zinc exceeded in MB-9B and ncPAH exceeded in B-1R.
- PCP and tetrachlorophenols were detected only at a concentration below the ROD Cleanup Goal in B-1R.

Zinc concentrations spiked to 1400 µg/L in October 2011, but have been decreasing since then. Total ncPAHs concentrations have been decreasing in B-1R.

6.4.3. Surface Water

On December 11, 2014, high rainfall generated storm water discharge in the drainage near Lincoln Park. A surface water sample was collected from SW-7. Due to the September 2014 Boles fire and fire cleanup activities, much of the land upstream of SW-7 was cleared, causing excessive runoff. The runoff resulted in higher sample turbidity which may have contributed to higher levels of metals in the stormwater samples. The runoff resulted in higher sample turbidity which may contributed to higher levels of metals

in the stormwater samples. The standards for arsenic, chromium, pentachlorophenol and tetrachlorophenol were slightly exceeded.

On February 6, 2015 rainfall intensity overtook storage capacity at storm water ponds 2 and 3 (Figure 1). An estimated 150,000 to 200,000 gallons was discharged off-site. This water either drained through cracks in the protective asphaltic-concrete surface, re-circulated back into the storm drains, or flowed onto open ground outside of the AC surface. In theory, stormwater could have reached Beaughton Creek. However, there is no documentation to this effect. The stormwater collected at the site captures rainfall post-remedy implementation and not in contact with ROD constituents in surface soil

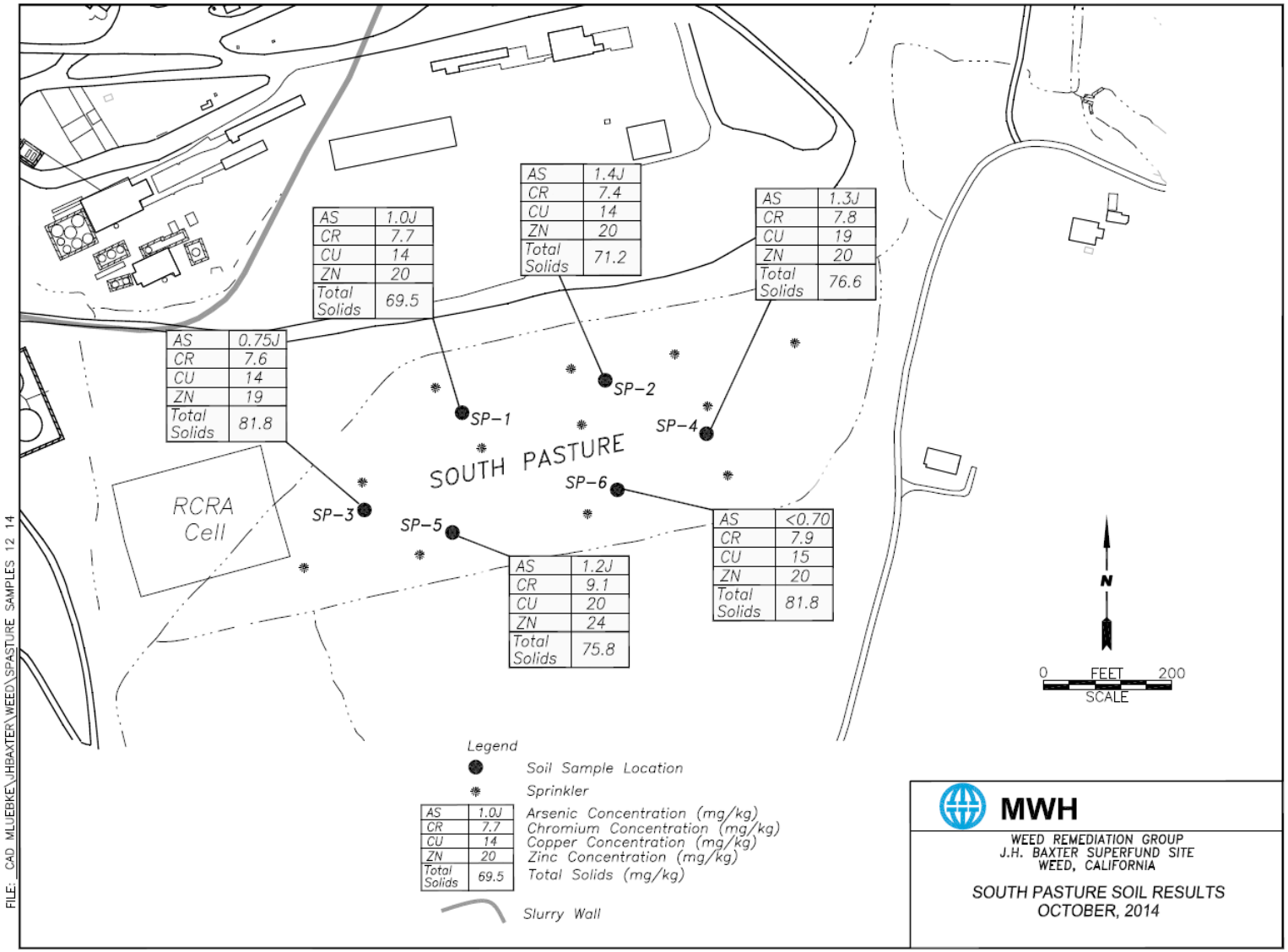

Figure 6-1: South Pasture Soil Results.

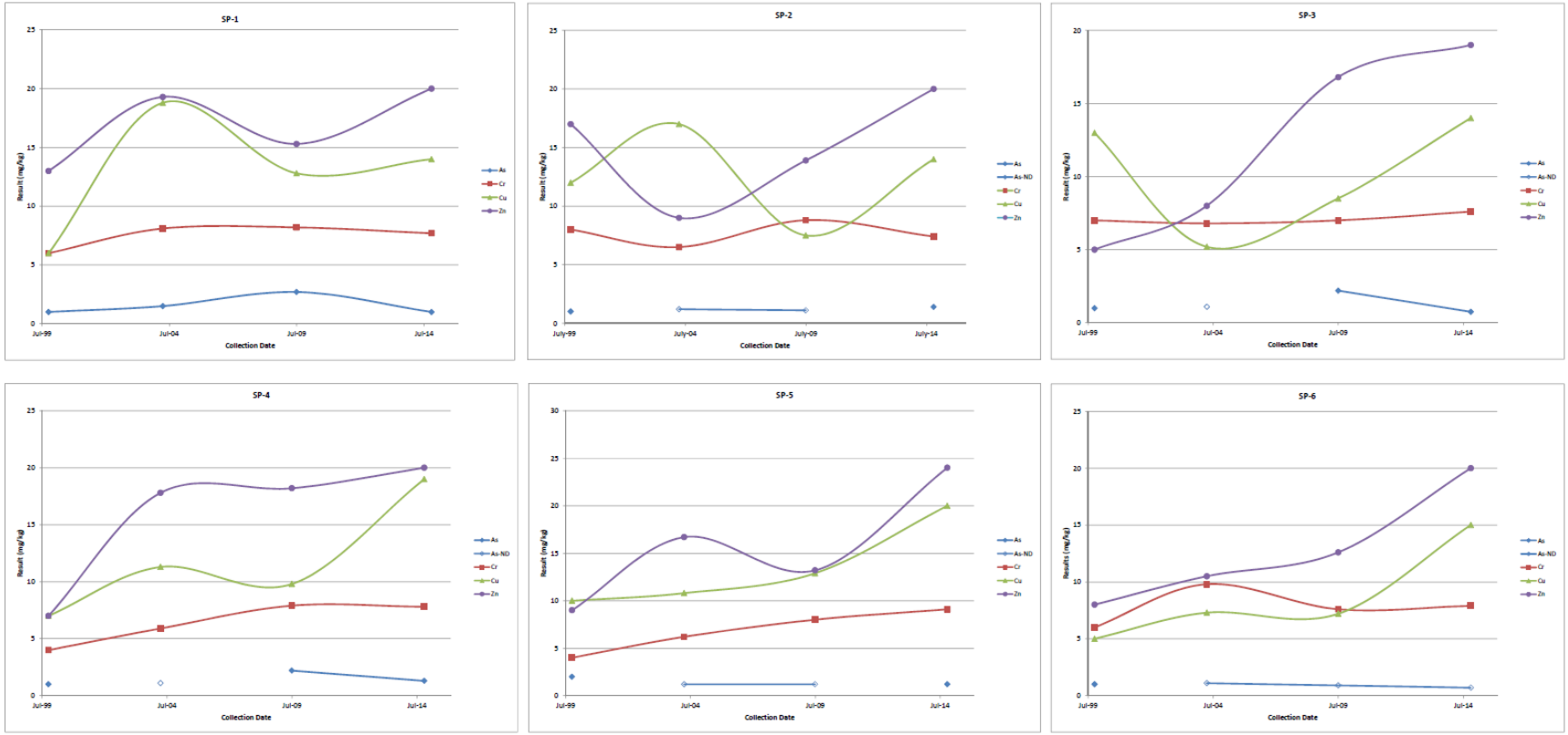

Figure 6-2: South Pasture Soil Charts.

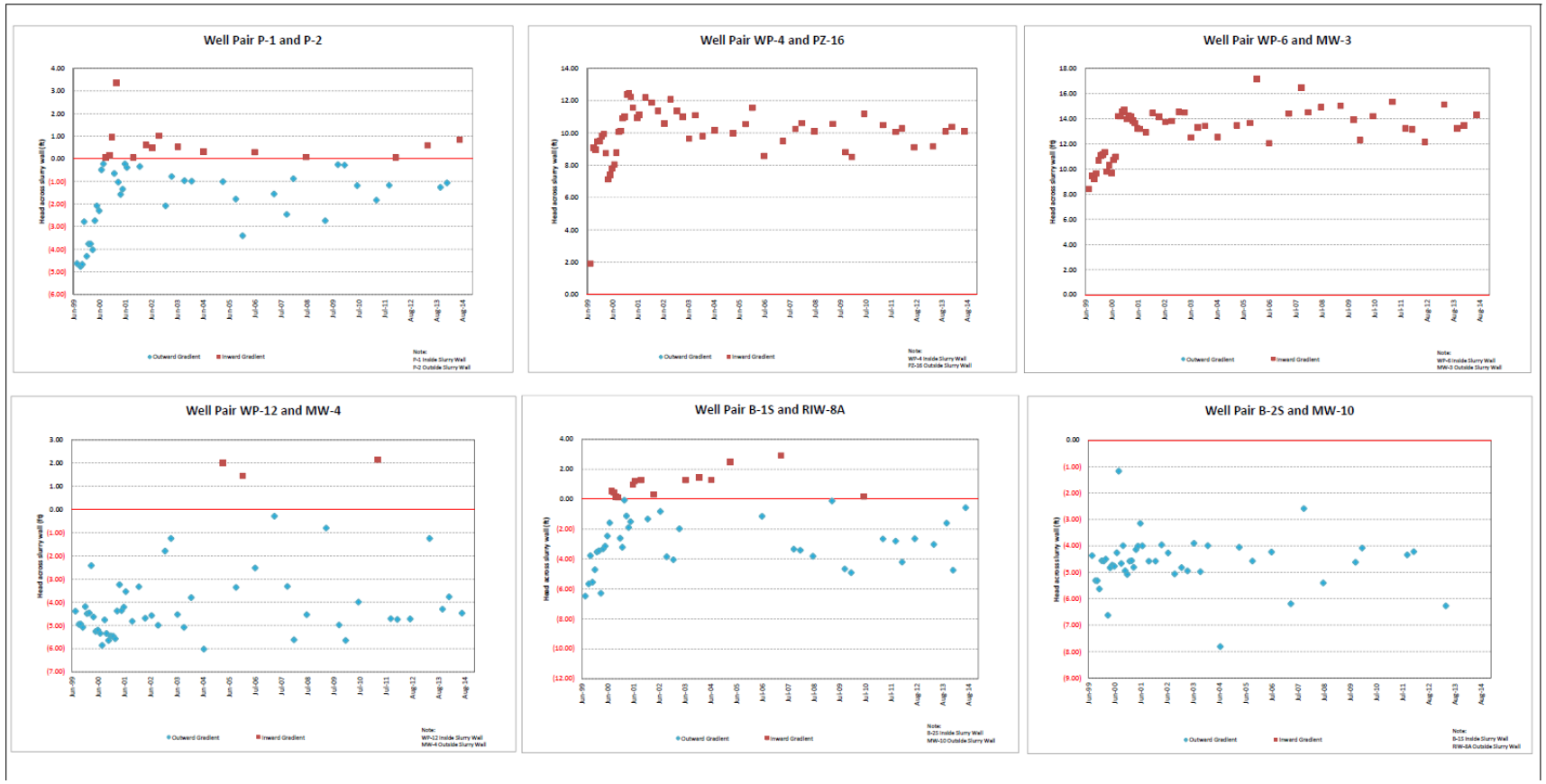

Figure 6-3: Well Pair Data 1999-2014.

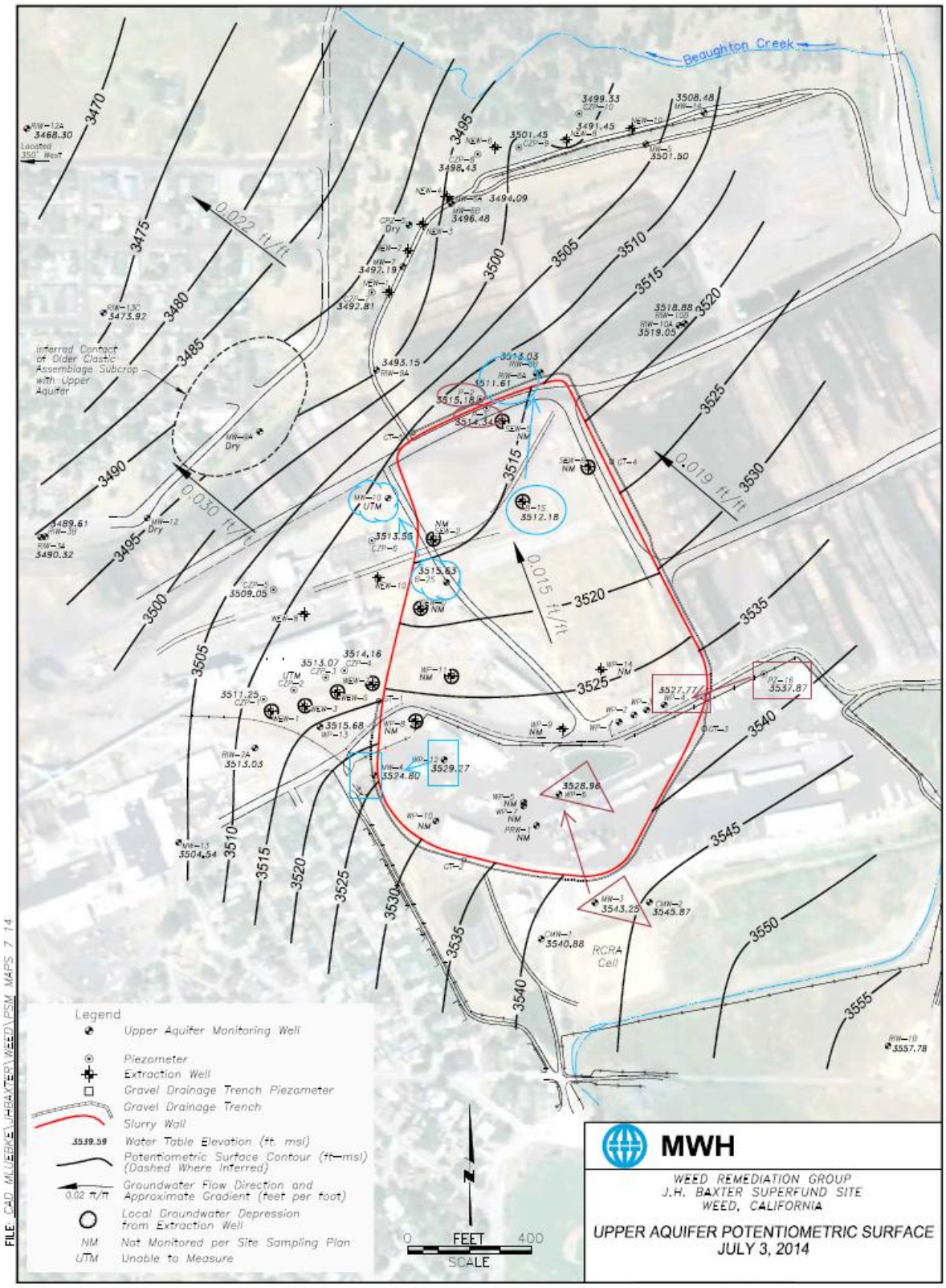

Figure 6-4: Upper Aquifer Map with well pairs indicated.

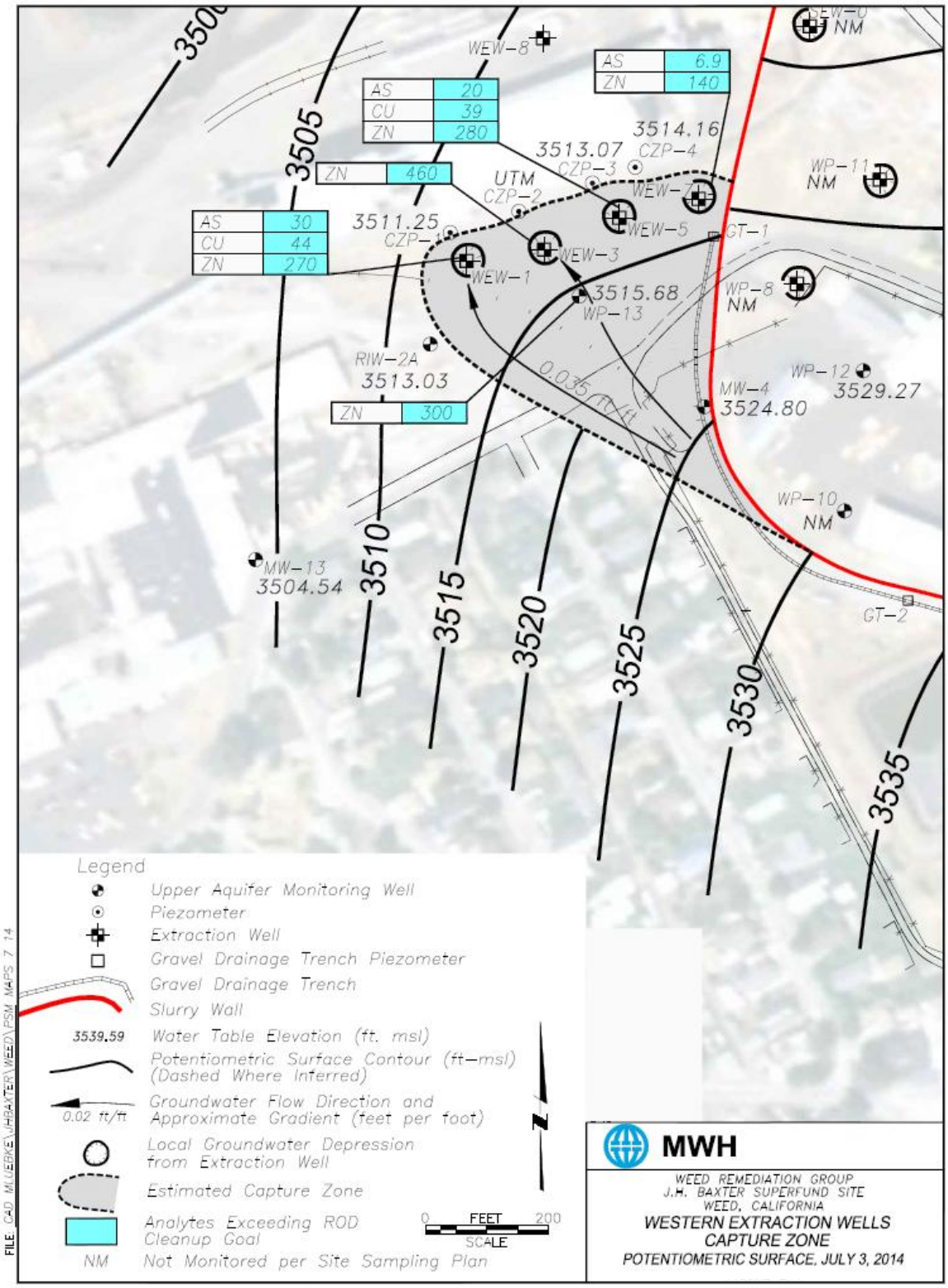

Figure 6-5: Western Extraction Zone.

6.5. Site Inspection

EPA conducted a site inspection on December 17, 2014. The Site Inspection Checklist with list of attendees and photographs are presented in Appendices D and E. The remedy systems and components that are observable are in very good repair and operating as designed with the exception of the asphaltic-concrete surface which requires repair. The general impression is that the other remedial systems are functioning very well, are very well maintained, and problems and/or issues are pro-actively addressed.

6.6. Interviews

During the FYR process, interviews were conducted with Richard Andrachek (Weed Remediation Group Coordinator); Gale Jensen and Mike Duchi (O&M Managers for J.H. Baxter); and James Rohrer (North Coast Regional Water Quality Control Board). The purpose of the interviews was to document the status of the Site and any problems or successes with the phases of the remedy that have been implemented to date. All of the interviews were conducted during the site visit on December 17, 2014, except for the interview with James Rohrer, which was conducted on March 30, 2015. Interviews are summarized below and complete interviews are included in Appendix C.

The primary input from Richard Andrachek, Gale Jensen and Mike Duchi was as follows:

- Contaminant levels are decreasing for all contaminants of concern with the exception of sporadic arsenic hits over remediation goals. It is their opinion that these may be due to sampling methodology. A low-flow pilot test has been started to see if changes in arsenic concentrations are due to differences in turbidity.
- No immediate cost savings is expected from the low-flow study. However, if arsenic levels stabilize, it may be possible to decrease from semiannual to annual sampling frequency.
- The Boles fire led to a thirty-six hour power loss which shut down the GWTP and the extraction well system as planned. The GWTP and extraction system started up again without any problems.
- Improvements are considered on an ongoing basis. None have been needed or implemented within the last five years.

The support Agency (North Coast Regional Water Quality Control Board) is represented by James Rohrer, who had the following input:

- Work conducted at the Site is going well.
- No compliance issues have come up except for violation of California Regional Water Quality Control Board Waste Discharge Requirements (WDR) prohibiting any discharge of wood preserving chemicals to surface water or groundwater (WDR Order No. 94-88).
- There has been no public input or question.
- No regulations have changed that impact protectiveness
- Indoor air testing is recommended for the GWTP. Indoor air may be impacted by operation of the treatment facility, and is covered by OSHA regulations.
- Cracks in the asphalt may lead to worker exposure to the soil if cracks are not repaired.

A public notice was published in the *Weed Press* on February 18, 2015 (Appendix B). However, members of the public did not respond.

6.7. Institutional Controls

The Restrictive Covenant on the property prevents exposure to residual soil contamination and groundwater. A title search was completed on March 2, 2015 which verified that the restrictions required for the remedy are still in place. (See Appendix H). The following table lists the ICs associated with areas of interest at the Site.

Table 6-6. IC Summary Table

Media	ICs Called for in the Decision Documents	Impacted Parcel(s)	IC Objective	Instrument in Place*	Notes
Ground Water	Yes	Parcels 1-5 as described in the title report (4703-4841067). See Appendix H	Restrict installation of ground water wells and ground water use.	Restrictive Covenant	Ground water is used to irrigate pasture after being pumped and treated.
Soil	Yes		Institutional controls protect the integrity of the remedy through appropriate prohibitions on activities that would disturb soil or any cap placed on soil, or activities that would breach the slurry wall or disturb the RCRA-equivalent disposal cell	Restrictive Covenant	

* Instruments are still in place.

7. Technical Assessment

7.1. Question A: Is the remedy functioning as intended by the decision documents?

The remedy is functioning as intended by the decision documents. The remedy systems and components are in very good repair and operating as designed with the exception of the asphaltic-concrete surface which requires repair. EPA has approved a Pavement Management Plan (PMP) to repair the asphaltic cover, and the WDG is implementing those repairs.

Groundwater elevations show that four of the six well pairs had either favorable inward hydraulic gradient or close to neutral gradient across the slurry wall over the past five years. The two wells with favorable inward gradient are located along the southern and eastern portion of the slurry wall. The groundwater gradient is low and close to neutral in two well pairs along the northern portion of the slurry wall. The two well pairs on the western portion of the slurry wall showed outward gradients which indicate a potential for outward groundwater flow across the slurry wall. The WEW extraction system is adjacent to the western slurry wall and may be impeding the ability to have inward gradient. The two

monitoring wells between the slurry wall and the WEW series have concentrations of arsenic that exceed the ROD clean up levels, but concentrations are decreasing.

In some of the northern monitoring and extraction wells, during the past five years, COCs including arsenic, copper, and zinc spiked, and then decreased. Arsenic, copper, and zinc were detected in the Northern Upper Aquifer at concentrations exceeding their respective groundwater ROD clean up goals. WRG began a low flow sampling pilot program in 2014 that will evaluate the influence of sampling methods on arsenic detections in the NEW series. All other wells in the north and south of the slurry wall, inside the slurry wall, and in the lower aquifer indicate relatively stable or decreasing concentrations of wells that exceeded at least one constituent of concern.

All other wells in the north and south of the slurry wall, inside the slurry wall, and in the lower aquifer indicate relatively stable or decreasing concentrations.

7.2. Question B: Are the exposure assumptions, Toxicity Data, Cleanup Levels, and Remedial Action Objectives (RAOs) Used at the Time of Remedy Selection Still Valid?

ARARs have changed since the ROD; however, these changes do not affect the protectiveness of the remedy. Vapor intrusion was not assessed in the original risk assessment. This FYR presents data that indicates that the COCs with appreciable volatility (benzene and naphthalene) were either present at low concentrations or present at high concentrations where buildings are not impacted; therefore, these COCs do not pose a risk for vapor intrusion. Toxicity values have changed for several chemicals; however, these changes do not affect the protectiveness of the remedy. Overall, the remedy is progressing as expected to meet the RAOs and environmental conditions are improving over time.

7.3. Question C: Has Any Other Information Come to Light That Could Call Into Question the Protectiveness of the Remedy?

There are no other information that has come to light that affects protectiveness.

7.4. Technical Assessment Summary

The remedy is functioning as intended. The asphaltic cover requires some maintenance and repair, and there is an approved plan to make the repairs. There appears to be an outward gradient along the western portion of the slurry wall showed. The WEW extraction system is adjacent to the western slurry wall and may be impeding the ability to have inward gradient. The two monitoring wells between the slurry wall and the WEW series have decreasing concentrations. Overall, the groundwater plume outside the slurry wall is stable or decreasing.

There have been no changes in standards, newly promulgated standards, exposure pathways, land use, new contaminants and/or contaminant sources, remedy byproducts, contaminant characteristics, or risk

assessment used at the time of the remedy. These elements are still valid. However, analysis of data shows that benzene and naphthalene do not pose a risk for vapor intrusion due to their low concentrations.

8. Issues

There are no issues that affect protectiveness.

9. Recommendations and Follow-up Actions

There are no recommendations; however, the Five Year Review identified a few items for follow-up:

- The asphaltic concrete surfaces should be maintained/repaired in accordance with the PMP.
- WRG should assess different pumping schemes or other improvements to minimize or reverse the outward gradient observed along the western side of the slurry wall.

10. Protectiveness Statement

The remedy at the J.H. Baxter Superfund site is protective of human health and the environment because the asphaltic-concrete surface prevents leaching of contaminants from the soil to groundwater and restrictive covenants prevents direct exposure to the groundwater.

11. Next Review

This is a statutory Site that requires ongoing FYRs as long as waste is left on site that does not allow for unlimited use and unrestricted exposure. The next FYR will be due within five years of the signature date of this FYR.

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Appendix A: List of Documents Reviewed

List of Documents Reviewed

California Regional Water Quality Control Board, North Coast Region (NCRWQB). 2004. Beneficial Use-Protective Water Quality Limits for Components of Petroleum-Based Fuels. April.

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ICF/Clement 1990. Endangerment Assessment Baxter/International Paper/Roseburg Site, Weed, California, (Draft), Prepared for CH2M Hill. April 30.

MWH. 2005. Semiannual Report on Operation, Maintenance, and Monitoring Activities – January through June 2005. July.

MWH. 2005. 2005 Semiannual Report of Operation, Maintenance, and Monitoring Activities – January through June 2005. July.

MWH. 2006. 2005 Annual Report of Activities – January through December 2005. January.

MWH. 2006. 2005 Annual Report of Operation, Maintenance, and Monitoring Activities – January through December 2005. January.

MWH. 2006. Letter Report, Area B Soils Fill Project (SFUND RECORDS CTR 2075064). March.

MWH. 2006. 2006 Semiannual Report of Operation, Maintenance, and Monitoring Activities – January through June 2006. July.

MWH. 2007. 2006 Annual Report of Activities – January through December 2006. January.

MWH. 2007. 2006 Annual Report of Operation, Maintenance, and Monitoring Activities – January through December 2006. January.

MWH. 2008. 2007 Annual Report of Activities – January through December 2007. January.

MWH. 2008. 2007 Annual Report of Operation, Maintenance, and Monitoring Activities – January through December 2007. January.

MWH. 2008. 2008 Semiannual Report of Operation, Maintenance, and Monitoring Activities – January through June 2008. July.

MWH. 2009. 2008 Annual Report of Activities – January through December 2008. January.

MWH. 2009. 2008 Annual Report of Operation, Maintenance, and Monitoring Activities – January through December 2008. January.

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MWH. 2014. 2013 Annual Report on Operation, Maintenance, and Monitoring Activities – January through December 2013. January.

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Appendix B: Press Notices

Public notice that was published in the Weed Press on February 18, 2015.

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City of Mount Shasta's DWR drought grant projects moving ahead

The timeline is tight, but the City of Mount Shasta is working to implement the Water Supply Line Replacement project and Water Meters Installation project – two projects that will help the city conserve water and meet the city's water needs into the future.

"I'd like to compliment city staff, council and the city's engineers for taking on this fast paced timeline and getting these important projects ready for implementation," said City Manager Paul Eckert.

"I also appreciate all of the residents who came to participate in the process. I think we were able to address community concerns related to the type of technology to choose for the water meters," said Eckert.

"The city's engineer (PACE Engineering) is completing the design process, and we plan to go out to bid February 17th," said Public Works Director Rod Bryan. "Below in this press release are included brief descriptions of the projects," he said.

Water supply line replacement project

The city will be installing approximately 8,600 feet of new 12-inch water main from Cold Springs down McCloud Road to Adams Street. A new pressure reducing station will be installed just east of Madison Drive along McCloud Road.

In addition, approximately 900 feet of new 12-inch water main between Quail Hill Drive and the city's Quail Hill Tanks will be installed. A new altitude valve will be installed at the Quail Hill Tank Site.

This project will replace the old riveted steel pipeline that has exceeded its useful life, and which has been prone to leaks.

In addition, relocating the spring supply pipeline into McCloud Road will make the pipeline easier to access for routine monitoring and maintenance.

The new alignment will provide a direct hydraulic link between the city's Tank No. 4, located at Cold Springs, to the water distribution system. This affords more effective use of Tank No. 4 and the Cold Springs supply for use during peak demands and emergencies, such as fires.

Water meters installation project

The city will install approximately 1,600 new water meters on all existing service connections. The proposed water meters are automatic-read type, capable of transmitting consumption data when requested to do so.

Due to the concern by some local citizens regarding Radio Frequency waves emitted by the meters, the city performed extensive research of the available technologies in order to select a system that has negligible RF impacts.

As such, the iPerl meter by Sensus was approved by the city. The meter employs "passive listening" technology such that is does not emit RF while waiting for a "wake-up" signal to convey data.

The meters will convey consumption data over a 1/10 second span once every month, or billing cycle when a reading device is within range.

The addition of water meters is expected to reduce system-wide consumption by 20 to 30 percent. Consumption data will allow the water customer to evaluate and manage water use which is expected to lead to conservation, and allow the city to comply with legislative requirements set to go in affect in 2025.

The City of Mount Shasta is a member of the Upper Sacramento, McCloud and Lower Pit Integrated Regional Water Management Group. Participation with the Upper Sac IRWMG is what made the city eligible to apply for the Department of Water Resources Integrated Regional Water Management drought grant.

This financing is part of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act OF 2006 (Proposition 84).

To learn more about the Upper Sac IRWM visit: www.uppersacirwm.org.

To learn more about the city's water conservation measures visit: http://tiny.cc/conserve.

USFS snow survey results

Snow conditions in the Mt. Shasta area, according to information from the US Forest Service, are similar what they were like in 1948, 1963, 1991 and 2014.

Between Jan. 25 and Feb. 3, the Shasta-McCloud Management Unit on the Shasta-Trinity National Forest completed the first snow survey of 2015. All scheduled courses were sampled.

The survey showed significantly more snow than last year at higher elevations, but significantly less snow everywhere than the historical averages.

According to the survey team, the Deadfall Lakes course is surveyed for the Trinity River watershed, and the Parks and Sweet Water courses are surveyed for the Shasta River watershed. Due to access issues, PG&E measures the Stouts Meadow course.

For more information and historical data, visit the California Department of Water Resources webpage at http://cdec.water.ca.gov/snow/.

Snow survey results are below:

Sacramento, Shasta and Trinity Watershed

		Feb. 2015		Feb. 2014		Historical Avg.	
Course	Elev. (ft.)	Snow Depth (in.)	Water Cont. (in.)	Snow Depth (in.)	Water Cont. (in.)	Snow Depth (in.)	Water Cont. (in.)
Horsecamp	7,900	56.4	24.3	0	0	86.98	32.26
Sandflat	6,800	29.1	11.6	0	0	71.5	25.59
Gray Rocks	6,200	20.1	7.7	2.75	1.3	74.72	27.2
Sweet Water	5,850	0	0	0	0	32.72	9.84
Parks Creek	6,700	16.3	5.4	3.94	1.66	69.56	23.1
Deadfall Lakes	7,200	24	9	0	0	55.07	20.24

McCloud Watershed

		Feb. 2015		Feb. 2014		Historical Avg.	
Course	Elev. (ft.)	Snow Depth (in.)	Water Cont. (in.)	Snow Depth (in.)	Water Cont. (in.)	Snow Depth (in.)	Water Cont. (in.)
Brewer Creek	6,250	17.3	7.4	0	0	53.05	19.63
Stouts Meadow	5,400	4	1.5	0	0	57.1	21.5

At a glance

Birding workshop

MOUNT SHASTA – The River Exchange and Mount Shasta Area Audubon Society will host a workship entitled, "Learn to Spot Waterfowl and Birds of Prey of the Upper Klamath Basin" today, Feb. 18 from 6:30 to 8:30 p.m. at Mt. Shasta Sisson Museum, 1 N. Old Stage Road. A $5 donation is requested. For more information call 235-2013 or email to: mail@riverexchange.org.

Migratory birds presentation

MOUNT SHASTA – Dr. John D. Alexander will give a presentation entitled, "Migratory Birds Guiding Our Journey: 100 years of conservation in the United States" on Thursday, Feb. 19 at 7 p.m. at Mt. Shasta Sisson Museum, 1 N. Old Stage Road. Alexander is the executive director of the Klamath Bird Observatory. A $5 donation is requested.

Tibetan welcome potluck

MOUNT SHASTA – The Mount Shasta Friends of Tibetan Culture will host a potluck to welcome the monks of Gaden Shartse Monastery Compassion Tour Friday, Feb. 20 beginning at 5:30 p.m. at 1520 Shasta Acres Road (park on east side of street). Everyone is welcome to attend. Bring your favorite dish to share. The potluck will be followed by a Losar Blessing Ceremony at 7 p.m. While in Mount Shasta, the monks will offer Tibetan chanting, blessing and healing ceremonies, an empowerment, and classes on Tibetan Buddhist philosophy and practice. For a complete schedule of events visit www.mountshastafriendsoftibetanculture.org. For more information call Della at 859-1007.

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THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BEGINS THE FOURTH FIVE-YEAR REVIEW OF CLEANUP AT THE J. H. BAXTER SUPERFUND SITE

The United States Environmental Protection Agency (EPA) has begun the fourth Five-Year Review (FYR) of cleanup actions at the J. H. Baxter Superfund Site (Site) in Weed, California. The review will evaluate whether the cleanup actions are protective of human health and the environment.

REVIEW PROCESS: When EPA's cleanup remedy leaves some waste in place or the remedy takes longer than five years to complete, Superfund law requires an evaluation of the remedial systems every five years to ensure the remedy remains protective. The FYR evaluates how the remedy operates and measures progress toward achieving the Site's cleanup objectives. EPA typically inspects the existing systems, seeks input from the on-site manager, State representatives, and interested community stakeholders regarding current site conditions and related concerns. In addition, EPA reviews current related regulatory requirements.

Upon completion of the review, a final report will be placed in the local information repositories listed below after September 30, 2015. A copy will be posted on EPA's website at www.epa.gov/region09/JHBaxter. The next FYR is due in 2020.

SITE BACKGROUND AND REMEDY: The Site has been used continuously for wood treatment and related activities since 1937. A variety of chemical preservatives were used, including creosote, pentachlorophenol (PCP), and metals. Site operations resulted in soil, surface water, sediment, and groundwater contamination. The Site was placed on EPA's National Priorities List in 1989 and a Record of Decision (ROD) was signed in 1990 identifying cleanup remedies for the contamination. EPA issued a ROD amendment in 1998 and an Explanation of Significant Differences (ESD) in 2001 to supplement the selected remedy.

The groundwater remedy was extraction/treatment and construction of a slurry wall barrier to prevent further groundwater contamination. The soil remedy was excavation and treatment/disposal of contaminated soils. Institutional controls, such as deed restrictions, were included to prevent future exposure to contaminated groundwater and soil, and to protect the integrity of the remedy over time. The cleanup goals established in the ROD are to protect human health and the environment by reducing contamination to health-protective levels consistent with potential future residential use.

COMMUNITY INVOLVEMENT: EPA is always interested in hearing from the public. If you have any concerns and would like be interviewed, please contact Marie Lacey, EPA Project Manager at (415) 972-3163 or email her at lacey.marie@epa.gov. If you would like to receive future information, send your contact information to Jackie Lane, Community Involvement Specialist at (415) 972-3236 or by email at lane.jackie@epa.gov

Please visit the Site's information repositories in Weed at the Weed Library, 780 South Davis St. (530-938-4769) or College of the Siskiyous Library, 800 College Ave. (530-938-5331) or call the EPA Superfund Record Center (415-820-4700).

CNS#2716846

A new way to get replacement SSA-1099 online

Column by Miranda Castro
Social Security District Manager, Yreka

Soon, you may be joining the millions of taxpayers who will be gathering the forms they need to file their federal, state and local tax returns.

If you receive Social Security benefits, one of the forms you may need is your Social Security Benefit Statement, SSA-1099/1042S. Social Security mails these forms to all beneficiaries on or before Jan. 31.

If you have not received yours – or if you cannot find the one that was mailed to you – there's a new way to get instant access to a printable SSA-1099/1042S to help you complete your tax return with an online "my Social Security" account.

You will need to pay federal taxes on some of your benefits if your total income, including Social Security and all of your other taxable income, is $25,000 or more, and you file federal taxes as an individual.

Married couples filing joint returns need to pay federal taxes on income of $32,000 or more.

If you didn't receive the SSA-1099/1042S for tax year 2014, or if you misplaced yours, don't fret.

You can get an instant replacement SSA-1099/1042S by going online to "my Social Security" at www.socialsecurity.gov/myaccount and selecting "Replacement Documents." You can view, print and save the forms immediately.

If you don't already have a "my Social Security" account, opening one is quick, safe and easy. It only takes a few minutes.

In addition to getting an instant replacement SSA-1099/1042S, you can get a benefit verification letter, change your address, telephone number, start or change direct deposit information, and get your Social Security earnings record from the convenience of your home. Simply got to the above website.

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AARON AND SUSAN CENA
DUAL AGENT TEAM!

"We have found that working as a TEAM, we can offer our clients many more benefits such as: Virtually guaranteed availability, Double the energy and manpower, Two perspectives, Flexibility to accommodate your schedule. Let us put our knowledge of Mt Shasta real estate to work for you! Full time agents. Specializing in Residential, Bank Owned, Vacant Land, and Commercial Properties."

COLDWELL BANKER

Susan's Cell 530-859-1164
Aaron's Cell 530-859-1168
cenahouse@sbcglobal.net

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Appendix C: Interview Forms

Interviews with:

Richard Andrachek, Project Coordinator for Montgomery Watson Harza/Weed Remediation Group, on December 17, 2014

Gale Jensen and Mike Duchi, O&M Managers for J.H. Baxter, on December 17, 2014.

Jim Rohrer, Project Manager for California Department of Toxic Substances Control, on March 30, 2015

Interview Forms

Five-Year Review Interview Record (17 December 2014)			
Site:	J.H. Baxter	**EPA ID No:**	CAD009112087

Interview Type: Site Inspection
Location of Visit:: Weed, CA
Date: 17 December 2014
Time: 0900

Interviewers		
Name	**Title**	**Organization**
Cathy Martin	Technical Lead	USACE
Marie Lacey	Remedial Project Manager	EPA Region 9

Interviewees				
Name	**Organization**	**Title**	**Telephone**	**Email**
Richard Andrachek	Montgomery Watson Harza	Project Coordinator	925-627-4500	*Richard.andrachek@mwhglobal.com*

Summary of Conversation

1) a) What is your current role as it relates to the Site?; b) What is your overall impression of the work conducted at the Site to date? (general sentiment)
Response:
a) Project Coordinator for the Weed Remediation Group.
b) Everything is going as planned.

2) What is your current staffing and what is your projected staffing?
Response:
The current staff of two (Mike Duchi and Gale Jensen) will remain the same in the future.

3) a)What does the monitoring data show?; b) Are there any trends that show contaminant levels are decreasing? If so, has the effectiveness of the remedy been impacted?
Response:
a) The waste water treatment plant (WWTP) effluent is in compliance with the NPDES permit and the groundwater remedy is working as designed.
b) Contaminant levels are decreasing for all contaminants of concern with the exception of sporadic arsenic hits over remediation goals. These may be due to sampling methodology. A low-flow pilot test has been started to see if changes in arsenic concentrations are due to differences in turbidity.

4) a)Have any new or emerging COCs been identified? b) If so, have they impacted the effectiveness of the remedy?
Response:
No.

5) Is the remedy functioning as expected? How well is the remedy performing?
Response:
Yes, it is performing very well.

6) a) Are you aware of any institutional controls, site access controls, b) new ordinances in place, changes in actual or projected land use, c) complaints being filed or unusual activities at the Site? If so, please describe in detail.
Response:
a) Institutional controls exist in the form of use prohibitions and deed restrictions.
b) No.
c) No.

7) Are you aware of any changes in federal, state, county or local law or regulations that impact the protectiveness of the Site?
Response:
No.

8) Are you aware of any ongoing community concerns regarding the Site, its operation or administration?
Response:
No.

9) Would you say that O&M and/or sampling efforts have been optimized? Please describe how efficiency has/has not improved.
Response:
Yes. Improvements are considered and evaluated on an ongoing basis. None have been implemented within the last five years.

10) a) Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy. b) From the past five years did any optimization occur as mentioned in the FYR? c) If so, what are the estimated cost savings from the optimization of the system, tasks, or operation of the remedy. **Response:** a) The only optimization currently being considered involves a pilot test of low-flow sampling to see if this will help stabilize the arsenic concentrations through decreasing turbidity. b) No. c) No immediate cost savings is expected. However, if arsenic levels stabilize, it may be possible to decrease from semiannual to annual sampling frequency.
11) Have there been any significant changes in the O&M requirements, maintenance schedules, or sampling routines in the last five years? Please describe changes and impacts. **Response:** No.
12) Have any problems or difficulties been encountered that have impacted operations and maintenance? Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs. **Response:** Yes. The Boles fire led to a thirty-six hour power loss which shut down the GWTP and extraction well system as planned. The GWTP and extraction system started up again without any problems.
13) Have there been any exceedances in discharge requirements? **Response:** No.
14) Do you have any comments, suggestions, or recommendations regarding the Site? **Response:** No.
15) Are there any issues you can think of that have not been covered by these questions? **Response:** No.
Additional Site-Specific Questions
1) What are plans for the future use of the Site? **Response:** The use of the site will remain the same.

Five-Year Review Interview Record (17 December 2014)			
Site:	J.H. Baxter	**EPA ID No:**	CAD009112087

Interview Type: Site Inspection
Location of Visit:: Weed, CA
Date: 17 December 2014
Time: 0900

Interviewers		
Name	**Title**	**Organization**
Cathy Martin	Technical Lead	USACE
Marie Lacey	Remedial Project Manager	EPA Region 9

Interviewees				
Name	**Organization**	**Title**	**Telephone**	**Email**
Gale Jensen	J.H. Baxter	O&M Managers	916-938-3671	*gjensen@jhbaxter.com*
Mike Duchi				*mduchi@jhbaxter.com*

Summary of Conversation

1) a) What is your current role as it relates to the Site?; b) What is your overall impression of the work conducted at the Site to date? (general sentiment)
Response:
a) J.H. Baxter O&M Managers.
b) Everything is going as planned.

2) What is your current staffing and what is your projected staffing?
Response:
The current staff of two (Mike Duchi and Gale Jensen) will remain the same in the future.

3) a)What does the monitoring data show?; b) Are there any trends that show contaminant levels are decreasing? If so, has the effectiveness of the remedy been impacted?
Response:
No data interpretation is performed by the O&M Managers.

4) a) Are you aware of any institutional controls, site access controls, b) new ordinances in place, changes in actual or projected land use, c) complaints being filed or unusual activities at the Site? If so, please describe in detail.
Response:
a) Institutional controls exist in the form of use prohibitions and deed restrictions.
b) No.
c) No.

5) Are you aware of any changes in federal, state, county or local law or regulations that impact the protectiveness of the Site?
Response:
No.

6) Are you aware of any ongoing community concerns regarding the Site, its operation or administration?
Response:
No.

7) Would you say that O&M and/or sampling efforts have been optimized? Please describe how efficiency has/has not improved.
Response:
Yes. Improvements are considered and evaluated on an ongoing basis. None have been implemented within the last five years.

8) a) Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy. b) From the past five years did any optimization occur as mentioned in the FYR? c) If so, what are the estimated cost savings from the optimization of the system, tasks, or operation of the remedy.
Response:
a) The only optimization currently being considered involves a pilot test of low-flow sampling to see if this will help stabilize the arsenic concentrations through decreasing turbidity.
b) No.
c) No immediate cost savings is expected. However, if arsenic levels stabilize, it may be possible to decrease from semiannual to annual sampling frequency.

9) Have there been any significant changes in the O&M requirements, maintenance schedules, or sampling routines in the last five years? Please describe changes and impacts.
Response:
No.

10) Have any problems or difficulties been encountered that have impacted operations and maintenance? Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs. **Response:** Yes. The Boles fire led to a thirty-six hour power loss which shut down the GWTP and extraction well system as planned. The GWTP and extraction system started up again without any problems. Snow also recently broke a power line but backup systems operated as expected.
11) Have there been any exceedances in discharge requirements? **Response:** No.
12) Do you have any comments, suggestions, or recommendations regarding the Site? **Response:** No except that a variance from the sludge holding times would represent a cost savings for shipping the waste off-site.
15) Are there any issues you can think of that have not been covered by these questions? **Response:** No.
Additional Site-Specific Questions
1) What are plans for the future use of the Site? **Response:** The use of the site will remain the same.

Five-Year Review Interview Record (17 December 2014)			
Site:	J.H. Baxter	**EPA ID No:**	CAD009112087

Interview Type: Site Inspection
Location of Visit:: Telephonic
Date: March 30, 2015
Time: 10:30 – 10:45 AM

Interviewers		
Name	**Title**	**Organization**
Cathy Martin	Technical Lead	USACE
Marie Lacey	Remedial Project Manager	EPA Region 9

Interviewees				
Name	**Organization**	**Title**	**Telephone**	**Email**
Jim Rohrer	DTSC	Project Manager	916-255-3709	jrohrer@dtsc.ca.gov

Summary of Conversation

1a) What is your current role as it relates to the Site?
Project Manager for the California Department of Toxic Substances Control (supporting agency)

1b) What is your overall impression of the work conducted at the Site to date (general sentiment)?
Responses:
Good, especially the GTWP which is operating as intended.

2) Have there been routine communications or activities (site visits, inspections, reporting activities, etc.) conducted by your office regarding the site? If so, give purpose and results.
Response:
Yes, there has been email communication regarding the FYR which assesses the effectiveness of the remedy and GWTP. There was also communication regarding the stormwater discharge on February 6, 2015.

3) Are you aware if the site has been in compliance with permitting or reporting requirements?
Response:
As far as I know the Site has been in compliance. However, I defer to the Water Board (Cody Walker) to any stormwater compliance issues.

4) Have there been any complaints, violations or other incidents related to the site requiring a response by your office? If so, please give details of the events and results of the responses.
Response:
No. However, we will need to evaluate the stormwater discharge from the Ponds on February 6th once we receive the NPDES permit from the RWQCB.

5) Has any individual contacted you voicing questions or concerns about the site? Are you aware of any ongoing community concerns regarding the Site, its operation or administration?
Responses:
No.

6) Do you feel well informed about the site's activities and progress?
Response:
Yes.

7) Are you aware of any changes in State, County, or local laws and regulations that may impact the protectiveness of the Site?
Response:
No.

8) Do you have any comments, suggestions, or recommendations regarding the Site's management, operation or any other aspect of the Site?
Response:
There was an obvious chemical odor inside of the GWTP. Indoor air sampling is recommended for this reason.

9) Are there any issues you can think of that have not been covered by these questions?
Response:

I recall during our five year review inspection seeing cracks in the asphalt cap that need to be repaired to insure that workers on the cap are not exposed to materials from below the cap. The current state of the cracks in the cap may not be substantial enough to cause a significant pathway that would allow for workers on the cap to be exposed to materials from below the cap. However, the longer the cracks go without being repaired the greater the chance for bigger cracks to develop that would increase the chance for the development of a significant exposure pathway.

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Appendix D: Site Inspection Checklist

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Site Inspection Checklist

I. SITE INFORMATION	
Site name: J.H. Baxter	**Date of inspection: 17 December 2014**
Location: Weed, CA	**EPA ID: CAD009112087**
Agency, office, or company leading the five-year review:	**Weather/temperature**

Remedy Includes: (Check all that apply)

☒Landfill cover/containment ☒Monitored natural attenuation

☒Access controls ☒Groundwater containment

☒Institutional controls ☒Vertical barrier walls

☒Groundwater pump and treatment ☒RCRA-Equivalent Cell

☒Surface water collection and treatment

☒Other: Asphaltic-concrete wearing surface

Attachments: ☒ Inspection team roster attached ☒ Site map attached

II. INTERVIEWS (Check all that apply)

1. **Project Coordinator** Richard Andrachek J.H. Baxter Project Coordinator 17 December 2014

Name Title Date

Interviewed ☒ at site ☐ at office ☐ by phone Phone no. 925-627-4500

Problems, suggestions; ☒ Report attached

The groundwater extraction system, slurry wall, hydraulic containment system, water treatment plant, treated water disposal system, RCAR-equivalent cell, asphaltic-concrete wearing surface, surface water and sediment control system, and institutional controls are performing as designed. No changes that would impact the protectiveness of the remedy have been observed. No suggestions or recommendations for O&M activities were provided.

2. **O&M staff** Gale Jensen, Mike Duchi J.H. Baxter Operations Managers 17 December 2014

Name Title Date

Interviewed ☒ at site ☐at office ☐ by phone Phone no. _____

Problems, suggestions; ☒ Report attached

No suggestions or recommendations for the Site O&M activities were provided.

3. **Local regulatory authorities and response agencies** (i.e., State and Tribal offices, emergency response office, police department, office of public health or environmental health, zoning office, recorder of deeds, or other city and county offices, etc.) Fill in all that apply.			
Agency - Department of Toxic Substances Control (DTSC)			
Contact - James Rohrer, P.G.	Project Manager	17 December 2014	916-255-3709
Name	Title	Date	Phone No.
Problems/suggestions : • Maintenance/repair of asphaltic concrete wearing surface • Test indoor air at GWTP		Report Attached ☒	
Agency -			
Contact –			
Name	Title	Date	Phone No.
Problems/Suggestions:		Report Attached ☐	
Agency -			
Contact –			
Name	Title	Date	Phone No.
Problems/Suggestions:		Report Attached ☒	
4. **Other interviews** (optional) ☒ Report attached.			

III. ONSITE DOCUMENTS & RECORDS VERIFIED (Check all that apply)				
1.	**O&M Documents**			
	☒ O&M manual	☒ Readily available	☒ Up to date	☐ N/A
	☒ As-built drawings	☒ Readily available	☒ Up to date	☐ N/A
	☒ Maintenance logs	☒ Readily available	☒ Up to date	☐ N/A
	☒ Groundwater Sampling and Analysis Plan	☒ Readily available	☒ Up to date	☐ N/A
	☒ Field Log Books	☒ Readily available	☒ Up to date	☐ N/A
	Remarks:			
	O&M documents are maintained at the site. The WRG submits rationale and justification to EPA before any modification to a site O&M document. No modifications are made until approved by EPA, with concurrence from other stakeholders. Site documents are readily available and are up to date			
2.	**Site-Specific Health and Safety Plan**	☒ Readily available	☒ Up to date	☐ N/A
	☐ Contingency plan/emergency response plan	☐ Readily available	☐ Up to date	☐ N/A
	Remarks:			
	29 CFR 1910.38 requires employee emergency response plans. However, one does not exist for the WWTP. The Site Health and Safety Plan is up to date. This Plan is available and implemented at the Site.			
3.	**O&M and OSHA Training Records**	☒ Readily available	☒ Up to date	☐ N/A
	Remarks:			
	The O&M staff are required to have completed the 40-hour HAZWOPER training and annual 8-hour refresher training. Training records are maintained at the site and sufficient for the type of work performed at the site.			

4.	**Permits and Service Agreements**			
	☐ Air discharge permit	☐ Readily available	☐ Up to date	☒ N/A
	☒ Effluent discharge permit	☐ Readily available	☐ Up to date	☐ N/A
	☒ Waste disposal permit, POTW	☐ Readily available	☐ Up to date	☐ N/A
	☐ Other permits_____	☐ Readily available	☐ Up to date	☒ N/A
	Remarks:			
5.	**Gas Generation Records**	☐ Readily available	☐ Up to date	☒ N/A
	Remarks:			
6.	**Settlement Monument Records**	☒ Readily available	☐ Up to date	☐ N/A
	Remarks:			
	Settlement monument records for the slurry wall and RCRA-equivalent disposal cell are surveyed by a licensed California surveyor on an annual basis in October. Annual Reports with recommendations are submitted by the California licensed California Professional Engineer and kept at the Site for reference.			
7.	**Groundwater Monitoring Records**	☒ Readily available	☒ Up to date	☐ N/A
	Remarks:			
	Groundwater monitoring records are maintained at the Site and reported in the Semiannual Report on Groundwater and the Annual report of Activities for the Site.			
8.	**Leachate Extraction Records**	☒ Readily available	☐ Up to date	☐ N/A
	Remarks:			
	Leachate records from the RCRA-equivalent disposal cell are maintained at the Site. Field logbooks, which document site conditions and absence of leachate in the collection ports at the cell (i.e. dry) are kept at the Site.			

9.	**Discharge Compliance Records**			
	☐ Air	☐ Readily available	☐ Up to date	☒ N/A
	☒ Water (effluent)	☒ Readily available	☐ Up to date	☐ N/A
	Remarks			
Water treatment plant effluent is sampled bimonthly and influent sampled annually. These records are maintained at the site and reported in the Annual Report on Groundwater OM&M.				
10.	**Daily Access/Security Logs**	☒Readily available	☒ Up to date	☐ N/A
	Remarks			
All visitors to the site must check in at the J.H. Baxter site office on the site's main thoroughfare. Depending on the nature of the visit, a Baxter, Roseburg, or Pacific States Treating representative will provide an escort, as necessary. The Baxter and Roseburg main gates are closed to restrict access to the site during non-business hours				

IV. O&M COSTS

1. **O&M Organization**

☐ State in-house ☐ Contractor for State

☒ PRP in-house ☒ Contractor for PRP

☐ Federal Facility in-house ☐ Contractor for Federal Facility

☐ Other

MWH provides engineering and reporting services for the Weed Remediation Group (WRG). The WRG consists of J.H. Baxter, International paper, Beazer East, and Roseburg Forest Products. O&M services for the remedy are provided by two J.H. Baxter employees that specialize in collecting environmental samples and operating and maintaining the remedy and all ancillary system components. These J. H. Baxter O&M employees are dedicated to the J. H. Baxter Superfund site and do not have any non-Superfund related responsibility.

2. **O&M Cost Records**

☐ Readily available ☒ Up to date ☐ Funding mechanism/agreement in place

Original O&M cost estimate_____ ☐ Breakdown attached

Total annual cost by year for review period if available

From: January – December, 2010 $349,00 ☐ Breakdown attached

Total cost

From: January – December, 2011 $379,000 ☐ Breakdown attached

Total cost

From: January – December, 2012 $364,000 ☐ Breakdown attached

Total cost

From: January – December, 2013 $391,000 ☐ Breakdown attached

Total cost

From: January – December, 2014 $382,000 ☐ Breakdown attached

Total cost

3.	**Unanticipated or Unusually High O&M Costs During Review Period** Describe costs and reasons: None.
V. ACCESS AND INSTITUTIONAL CONTROLS ☐ Applicable ☐ N/A	
A. Fencing	
1.	**Fencing damaged** ☐ Location shown on site map ☒ Gates secured ☐ N/A Remarks: The site uses chain-link and barbed-wire fences to restrict trespassers from entering the property. All fences are in good repair and property boundaries are well marked with appropriate signage.
B. Other Access Restrictions	
1.	**Signs and other security measures** ☐ Location shown on site map ☒ N/A Remarks: a) The Third FYR issue regarding restricting access to Area B has been resolved. b) A security camera and additional padlocks have been installed on the storage buildings and have been effective in reducing vandalism. c) Signs are appropriately positioned and in good repair. Gates used to restrict vehicular access onto or off the site are in working condition and good repair. Services that are not used as part of the wood treating or mill/veneer operations are closed using large tree stumps or concrete Jersey barriers. These very large and heavy barriers are placed across the service road and effectively stop any vehicular traffic from passing. Beaughton Creek provides a natural access restriction along the site's eastern and northern boundaries. Additional private property held by Roseburg Forest Products creates a buffer between residential areas and the Superfund site. Although this private property does not create a physical barrier (i.e., fence), it creates a physical distance barrier between the properties and reduces the likelihood of trespassing. This distance has effectively kept trespassers off of the Superfund property.

C. Institutional Controls (ICs)			
1.	**Implementation and enforcement**		
	Site conditions imply ICs not properly implemented	☐ Yes	☒ No	☐ N/A
	Site conditions imply ICs not being fully enforced	☐ Yes	☒ No	☐ N/A
	Type of monitoring (*e.g.*, self-reporting, drive by) – Owner provides notice to the DTSC and to EPA no later than 30 days after any conveyance of the any ownership interest in the Property.		
	Frequency – Each and every conveyance. Restriction runs with the Property to perpetuity.		
	Responsible party/agency – California Department of Toxic Substances Control (DTSC)		
	Contact – Barbara Lee, Director (916) 322-0504		
	Reporting is up-to-date	☒ Yes	☐ No	☐ N/A
	Reports are verified by the lead agency	☒ Yes	☐ No	☐ N/A
	Specific requirements in deed or decision documents have been met	☒ Yes	☐ No	☐ N/A
	Violations have been reported	☐ Yes	☐ No	☒ N/A
	Other problems or suggestions: ☐ Report attached		
2.	**Adequacy** ☒ ICs are adequate ☐ ICs are inadequate ☐ N/A		
	Remarks		
	ICs are adequate. Based on the restrictive covenants implemented for the Pacific States Treatment lease and notification to EPA and understanding of the requirements as confirmed with conversations with both J.H. Baxter and Roseburg Forest Products representatives, the restrictive covenants recorded by the Siskiyou County Recorder are functioning as designed.		

D. General
1. **Vandalism/trespassing** ☐ Location shown on site map ☐ No vandalism evident Remarks Wood treatment and lumber mill/veneer operations are performed on the J.H. Baxter and Roseburg properties. In place security measures, access restrictions, and activity level from operating a wood treating and lumber mill/veneer on the properties (i.e., employees working on the logging decks and treatment plants) make vandalism and trespassing at the site unlikely. As an added measure of prevention security camera and additional padlocks have been installed on the storage buildings. They have been effective in reducing vandalism noted in the previous FYR.
2. **Land use changes on site** ☒ N/A Remarks No land use changes have occurred at the site (see institutional controls discussion for additional information on land use).
3. **Land use changes off site** ☐ N/A Remarks No offsite land use changes have occurred since the last 5-year review.
VI. GENERAL SITE CONDITIONS
A. Roads ☒ Applicable ☐ N/A
1. **Roads damaged** ☒ Location shown on site map ☒ Roads adequate ☐ N/A Remarks Roads are in good repair.
B. Other Site Conditions
Remarks Asphaltic concrete surface is in need of maintenance/repair per the Pavement Management Plan.
VII. LANDFILL COVERS ☒ Applicable ☐ N/A
A. Landfill Surface
1. **Settlement** (Low spots) ☐ Location shown on site map ☒ Settlement not evident Areal extent_____ Depth_____ Remarks No settling or low spots were observed in the RCRA-equivalent disposal cell.

2.	**Cracks**	☐ Location shown on site map	☒ Cracking not evident
	Lengths_____ Widths_____ Depths_____		
	Remarks		
	Not applicable. A soil and vegetative cover has been used on the cell cover.		
3.	**Erosion**	☐ Location shown on site map	☒ Erosion not evident
	Areal extent_____	Depth_____	
	Remarks		
	No erosion features are present on the cover in part due to a good vegetative cover.		
4.	**Holes**	☐ Location shown on site map	☒ Holes not evident
	Areal extent_____	Depth_____	
	Remarks		
	Holes created by burrowing animals are filled quickly.		
5.	**Vegetative Cover**	☒ Grass	☒Cover properly established
		☒ No signs of stress	☐ Trees/Shrubs (indicate size and locations on a diagram)
	Remarks		
	Cover is well established and maintained. No signs of stress were observed in the vegetative cover.		
6.	**Alternative Cover (armored rock, concrete, etc.)**		☒ N/A
	Remarks		
7.	**Bulges**	☐ Location shown on site map	☒ Bulges not evident
	Areal extent_____	Height_____	
	Remarks		

8.	**Wet Areas/Water Damage**	☒ Wet areas/water damage not evident		
	☐ Wet areas	☐ Location shown on site map	Areal extent_____	
	☐ Ponding	☐ Location shown on site map	Areal extent_____	
	☐ Seeps	☐ Location shown on site map	Areal extent_____	
	☐ Soft subgrade	☐Location shown on site map	Areal extent_____	
	Remarks			
9.	**Slope Instability**	☐ Slides	☐ Location shown on site map	☒ No evidence of slope instability
	Areal extent_____			
	Remarks			
	No evidence of slope instability was noted. Vegetative cover is well established and no sloughing or other instability was observed.			
B. Benches		☒ N/A	☐ Applicable	
1.	**Flows Bypass Bench**	☐ Location shown on site map	☒ N/A or okay	
	Remarks			
2.	**Bench Breached**	☐ Location shown on site map	☒ N/A or okay	
	Remarks			
3.	**Bench Overtopped**	☐ Location shown on site map	☒ N/A or okay	
	Remarks			
C. Letdown Channels		☐ Applicable	☒ N/A	
	Remarks			
1.	**Settlement**	☐ Location shown on site map	☒ No evidence of settlement	
	Areal extent_____	Depth_____		
	Remarks			

2.	**Material Degradation** ☐ Location shown on site map ☐No evidence of degradation Material type_____ Areal extent_____ Remarks
3.	**Erosion** ☐ Location shown on site map ☐ No evidence of erosion Areal extent_____ Depth_____ Remarks
4.	**Undercutting** ☐ Location shown on site map ☒ No evidence of undercutting Areal extent_____ Depth_____ Remarks
5.	**Obstructions** Type_____ ☒ No obstructions ☐ Location shown on site map Areal extent_____ Size_____ Remarks
6.	**Excessive Vegetative Growth** Type_____ ☐ No evidence of excessive growth ☐ Vegetation in channels does not obstruct flow ☐ Location shown on site map Areal extent_____ Remarks
D. Cover Penetrations	☒ Applicable ☒ N/A
1.	**Gas Vents** ☒ N/A ☐ Active ☐ Passive ☐ Properly secured/locked ☐ Functioning ☐ Routinely sampled ☐ Good condition ☐ Evidence of leakage at penetration Remarks
2.	**Gas Monitoring Probes** ☐ Properly secured/locked ☐ Functioning ☐ Routinely sampled ☐ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☒ N/A Remarks

3.	**Monitoring Wells** (within surface area of landfill) ☒ Properly secured/locked ☒ Functioning ☒ Routinely sampled ☒ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☐ N/A Remarks
4.	**Leachate Extraction Wells** ☐ Properly secured/locked ☒ Functioning ☒ Routinely sampled ☒ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☐ N/A Remarks Three HDPE pipes penetrate the cover. These pipes collect leachate within the cell. The horizontal wells are sampled in accordance with the Revised Monitoring/Confirmation Sampling Plan. The collection ports are maintained and can be sampled any time when leachate is present. Locked caps are needed to cover wells.
5.	**Settlement Monuments** ☐ Located ☐ Routinely surveyed ☐N/A Remarks None observed.
E. Gas Collection and Treatment	☐ Applicable ☒N/A
1.	**Gas Treatment Facilities** ☐ Flaring ☐ Thermal destruction ☐ Collection for reuse ☐ Good condition ☐ Needs Maintenance Remarks
2.	**Gas Collection Wells, Manifolds and Piping** ☐ Good condition ☐ Needs Maintenance Remarks

3.	**Gas Monitoring Facilities** (*e.g.*, gas monitoring of adjacent homes or buildings)		
	☐ Good condition	☐ Needs Maintenance	☐ N/A
	Remarks		
F. Cover Drainage Layer		☒ Applicable	☐ N/A
1.	**Outlet Pipes Inspected**	☒ Functioning	☐ N/A
	Remarks		
A small 4-inch HDPE perforated pipe (French drain) captures clean shallow inter-flow water up gradient (south) of the disposal cell and conveys the water via underground pipe to an exit point on the east-northeast side of the disposal cell. The water exits the pipe and drops about 2 feet onto an energy dissipator structure (riprap) and into unlined channel. About a 1/8th gallon per minute was observed discharging from this pipe on this day. Discharge water from this structure is conveyed via open unlined channel to the South Pasture (Treated Waste Disposal System). This structure is working and in good repair. The O&M staff stated that the maximum flow rated observed from this drainage outlet pipe is about ½ gallon per minute and occurs immediately following an intense precipitation event. Depending on site conditions, flow generally decreases to no flow in about a week following the precipitation event. Flow from this pipe is sporadic.			
2.	**Outlet Rock Inspected**	☒ Functioning	☐ N/A
	Remarks		
The riprap structure is working and in good repair.			
G. Detention/Sedimentation Ponds		☒ Applicable	☐ N/A
1.	**Siltation** ☐ N/A	☒ Siltation not evident	
	Areal extent_____	Depth_____	
	Remarks		
2.	**Erosion** Areal extent_____	Depth_____	☒ Erosion not evident
	Remarks		
3.	**Outlet Works**	☒ Functioning	☐ N/A
	Remarks		
4.	**Dam**	☐ Functioning	☒ N/A
	Remarks		

H. Retaining Walls		☐ Applicable	☒ N/A
1.	**Deformations**	☐ Location shown on site map	☐ Deformation not evident
	Horizontal displacement_____	Vertical displacement_____	
	Rotational displacement_____		
	Remarks		
2.	**Degradation**	☐ Location shown on site map	☐ Degradation not evident
	Remarks		
I. Perimeter Ditches/Off-Site Discharge		☒ Applicable	☐ N/A
1.	**Siltation**	☒ Location shown on site map	☒ Siltation not evident
	Areal extent_____	Depth_____	
	Remarks		
2.	**Vegetative Growth**	☐ Location shown on site map	☐ N/A
		☒ Vegetation does not impede flow	
	Areal extent_____	Type_____	
	Remarks		
3.	**Erosion**	☐ Location shown on site map	☒ Erosion not evident
	Areal extent_____	Depth_____	
	Remarks		
4.	**Discharge Structure**	☐ Functioning	☒ N/A
	Remarks		
Perimeter ditches and catch basins prevent discharge of water from the Superfund property. These discharge ditches and surface water control structures are functioning and in good repair.			

VIII. VERTICAL BARRIER WALLS	☒ Applicable ☐ N/A

1. **Settlement** ☒ Location shown on site map ☒ Settlement not evident

Areal extent_____ Depth_____

Remarks

No visual evidence of settlement at the slurry wall was observed in the field. Settlement monuments are surveyed by a licensed California land surveyor annually and results provided to EPA in the Annual Report of Activities for the site.

2. **Performance Monitoring** Type of monitoring - monument survey

☐ Performance not monitored ☐ Evidence of breaching

Frequency Semiannual basis Head differential__varies across slurry wall

Remarks

Hydraulic capture using the slurry wall and extraction wells has been shown effectively capturing the groundwater containing ROD constituent concentrations that are above the site's cleanup goals outside of the slurry wall's containment area. The head differential between wells located inside and outside of the slurry wall at the northwest area of the containment system is a concern. This concern appears to be related to transmissivity of the aquifer and low extraction rate of the surrounding wells rather the effectiveness of the slurry wall.

IX. GROUNDWATER/SURFACE WATER REMEDIES	☒ Applicable ☐ N/A
A. Groundwater Extraction Wells, Pumps, and Pipelines	☒ Applicable ☐ N/A

1. **Pumps, Wellhead Plumbing, and Electrical**

☒ Good condition ☒ All required wells properly operating ☐ Needs Maintenance ☐ N/A

Remarks

O&M operators routinely perform maintenance on the pump and well screens. Scaling, believed to be hydroxide precipitate, can blind off the well or pump screen openings and restrict flow and extraction of groundwater in a well. The current well/pump maintenance program appears to be adequate in addressing this geochemical issue. In September 2008, the WRG requested approval to cease groundwater extraction from the NEWs as a result of the NEW groundwater extraction system being effective in restoring groundwater quality in this area. EPA, CRWQCB, and DTSC approved the request on November 14, 2008 and extraction of groundwater from NEWs was terminated the following day. Groundwater samples from the NEWs are collected on a semiannual basis. If a well shows exceedances of ROD constituents from two consecutive sampling events, groundwater extraction from the well will be initiated.

2. **Extraction System Pipelines, Valves, Valve Boxes, and Other Appurtenances**

☒ Good condition ☐ Needs Maintenance

Remarks

3.	**Spare Parts and Equipment**
	☒ Readily available ☐ Good condition ☐ Requires upgrade ☐ Needs to be provided
	Remarks
Spare parts are maintained at the site. A part that is not maintained as a spare part at the site can be ordered and shipped (expedited) to site to reduce system down time and impact to the protectiveness of the system. When a spare part is taken off the storage shelve, it is immediately replaced with a new spare part. Remedy down time as a result of lack or replacement or availability of parts is considered to be very short.	
B. Surface Water Collection Structures, Pumps, and Pipelines	☒ Applicable ☐ N/A
1.	**Collection Structures, Pumps, and Electrical**
	☒ Good condition ☐ Needs Maintenance
	Remarks
Storage tanks, ponds, and weirs were operating and in good repair.	
2.	**Surface Water Collection System Pipelines, Valves, Valve Boxes, and Other Appurtenances**
	☐ Good condition ☒ Needs Maintenance
	Remarks
	Pavement around some drop inlets and surface is cracked/ receding and water enters cracks rather than drains.
3.	**Spare Parts and Equipment**
	☒ Readily available ☐ Good condition ☐ Requires upgrade ☐ Needs to be provided
	Remarks
Spare parts for critical equipment are available at the site.	

C. Treatment System	☒ Applicable	☐ N/A

1. **Treatment Train** (Check components that apply)

☒ Metals removal ☐ Oil/water separation ☒ Bioremediation

☐ Air stripping ☐ Carbon adsorbers

☒ Filters - sand

☒ Additive (*e.g.*, chelation agent, flocculent) - NaOH

☐ Others_____

☒ Good condition ☐ Needs Maintenance

☒ Sampling ports properly marked and functional

☒ Sampling/maintenance log displayed and up to date

☒ Equipment properly identified

☐ Quantity of groundwater treated annually_____

☐ Quantity of surface water treated annually_____

Remarks

Water treatment plant is operating as designed. Manually monitoring of water chemistry by the O&M operators and use of the plant's program logic control (PLC) and upset alarms prevent major plant upsets from occurring. The water treatment plant is equipment with auto-dialer that calls the O&M staff and provides notification of the upset conditions. The O&M staff immediately responds to the upset condition on a 24 hour, 7 day a week basis. The plant consistently treats water at the optimum rate and meets discharge compliance requirements.

2. **Electrical Enclosures and Panels** (properly rated and functional)

☐ N/A ☒ Good condition ☐ Needs Maintenance

Remarks

3. **Tanks, Vaults, Storage Vessels**

☐ N/A ☒ Good condition ☒ Proper secondary containment ☐ Needs Maintenance

Remarks

Many tanks in the water treatment plant and surface water control systems are constructed from steel. Steel tanks have limited operational lives and will eventually require lining or replacement. During the site inspection, no pin leaks, holes, or large areas affected by corrosion were noted. Adequate secondary containment has been provided throughout the site. Tanks, vaults, storage vessels, and secondary containment are operating and in good repair.

4. **Discharge Structure and Appurtenances**

☐ N/A ☒ Good condition ☐ Needs Maintenance

Remarks

Discharge of treated water is accomplished through the treated water disposal system in the South Pasture. This system consists of 13 "rain-bird" type sprinklers that apply the treated water to the South Pasture and as a result maintains elevated moisture or saturated soil condition in this area. Depending on the treatment rate and storage volume of contaminated groundwater and storm water, discharge of treated water is not always continuous. This cycling of discharge and no discharge through the sprinklers can cause some the heads to be blinded off by ice formed over the sprinkler's orifice. Although not optimal to have several heads not functioning for a short-period, the volume of water discharged during a cycle is sufficient due to the remaining sprinklers' increased discharge output. Frequent inspection of the South Pasture by the O&M staff during freezing weather conditions reduces potential for the cascade failure to the water treatment plant or subsurface piping and/or pumps. The treated water disposal system is operating and in good repair.

5. **Treatment Building(s)**

☐ N/A ☒ Good condition (esp. roof and doorways) ☐ Needs repair

☒ Chemicals and equipment properly stored

Remarks

The GWTP has a distinct chemical odor which may impact protectiveness of the workers who enter the plant. An indoor air study is recommended to determine if the off-gassing of chemicals from open vessels in the treatment plant creates a condition which endangers workers.

6. **Monitoring Wells** (pump and treatment remedy)

☒ Properly secured/locked ☒ Functioning ☒ Routinely sampled ☒Good condition

☒ All required wells located ☐ Needs Maintenance ☐ N/A

Remarks

Occasionally monitoring wells will be damaged by large logging or wood treating equipment. When wells are damaged, EPA is notified and the well is repaired. If the well cannot be revitalized, EPA is notified and the sampling plan is modified accordingly. The property has active wood treatment and lumber mill/veneer operations and occasionally those operations impact the monitoring wells at the site. This impact is generally the result of well accessibility issues (logging deck or wood chip pile) or from lumber watering returns (wells surrounded by sanding water). These conditions are noted during inspection and sampling activities and various corrective actions or resolutions are attempted. In some cases, the well will not be sampled until the accessibility condition is relieved at a later date. EPA is notified of those circumstances.

D. Monitoring Data

1. Monitoring Data
☐ Is routinely submitted on time ☐ Is of acceptable quality

2. Monitoring data suggests:
☒ Groundwater plume is effectively contained ☒ Contaminant concentrations are declining

D. Monitored Natural Attenuation			
1. **Monitoring Wells** (natural attenuation remedy)			
☒ Properly secured/locked	☒ Functioning	☒ Routinely sampled	☐ Good condition
☐ All required wells located	☐ Needs Maintenance		☒ N/A
Remarks			

X. OTHER REMEDIES

If there are remedies applied at the site which are not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.

XI. OVERALL OBSERVATIONS

A. Implementation of the Remedy

Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.).

In accordance with the ROD, ROD Amendment, and ESD, the remedies for the site include: slurry wall/gravel drainage trench to contain areas of contaminated groundwater that cannot be cleaned up and have a technical impracticability (TI) waiver; groundwater extraction system for restoration of contaminated groundwater outside the TI waiver containment area; water treatment plant to treat contaminated groundwater and storm water; RCRA-equivalent disposal cell to dispose of contaminated surface and subsurface soils; pavement wearing surface to eliminate exposure to contaminated soil left in place at the site; surface water management to collect, contain, and treat all surface water and stormwater generated at the site; and institutional controls so the covenant restrictions remain with the property in perpetuity. Observation of the surface water containment systems, the RCRA-equivalent disposal cell, water treatment plant, and the pavement wearing surface demonstrate that these remedy components are effective and functioning as designed. However, to be effective in the long term maintenance/repair is required of the pavement wearing surface. Effectiveness of the capture zone created by the external extraction wells or the containment effectiveness of the slurry wall cannot be determined using visual observations. However, remedy systems and components that are observable are in very good repair and operating as designed. The general impression is that the remedy systems are functioning very well. Any problems and/or issues are pro-actively addressed. Data, records, and logs reviewed during the site inspection support the statement that the remedy is effective and functioning as designed.

B.	Adequacy of O&M
	Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy.
Plans and procedures for the operation and maintenance of the remedy are clear, concise, and appropriate for the work performed at the site. When site conditions change or a new procedure is needed, input and recommendations from the O&M staff are considered and the plan is modified or developed by MWH to meet the intent of the site's decision documents. Plans are submitted to EPA for review and approval before implementation at the site. Following EPA approval of the plans or procedures, the O&M staff implements those plans in strict adherence to those plans. The breadth of the O&M staff's ability to maintain the site is apparent by the limited number of work tasks that have been subcontracted by the WRG. The O&M staff is able to perform most O&M work in addition to collecting environmental samples and reporting site activities and status to the project stakeholders. The readiness of the O&M staff to address equipment failures is demonstrated by the spare part replacement procedure. When a critical spare part is taken off the shelf and installed into a remedy component, the part is immediately ordered and restocked. This procedure ensures that when equipment failures occur, the critical part is available and down-time of a remedy component is minimal. Plans and procedures have been tested and refined over the years of remedy operation. The plans and procedures clearly have been developed to address long-term protectiveness of the remedy. Preventative maintenance, future expenditure forecasting, and providing the appropriate resources and staff demonstrates the WRG dedication to the successful implementation of the remedy and removal of the site from NPL's Superfund site listing.	

C.	Early Indicators of Potential Remedy Problems
	Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs that suggest that the protectiveness of the remedy may be compromised in the future.

The slurry wall and gravel drainage trench were installed to contain contaminated groundwater that cannot be cleaned up and a technical impracticability (TI) waiver has been granted for the area. Water levels measured along the northwest section of the slurry wall, inside and outside of the containment area; do not have the desired head differential to ensure that hydraulic containment in the area has been achieved. Although the desired head differential does not exist across the slurry wall, extract wells (SEW) operating within the slurry wall and the physical barrier (slurry wall) to groundwater movement does create an effective containment system. Continued monitoring and evaluation of the area should be performed and if necessary, operation modifications should be recommended. Treated water (water treatment plant effluent) is applied to the South Pasture as part the Treated Water Disposal System. Soil samples are collected from the South Pasture every 5 years to assess impact of inorganic ROD constituents on soil. Baseline soil quality samples were collected in January 1999 and operational assessment samples were collected in April 2004 and July 2009. An assessment of the impact of treated water disposal practices to the South Pasture soil should be performed. The assessment should include projected ROD constituent loading to the soil and recommendations for system modification, if necessary. Continued observation and assessment of zinc and copper concentrations in wells MW-4, MW-6A, MW9B, MW-13, MW-14, CMW-2, NEW1-0, NEW-2, NEW-8, and NEW-10. Concentrations for zinc and copper are above the ROD cleanup goals sporadically. System modification should be considered if ROD constituents do not continue to decrease over time. Following successful remediation of contaminated soil using a bioventing system, the system was removed and 2 feet of clean fill were placed on the Area B area. EPA recommended that a fence be constructed around Area B to restrict access. This fence was not constructed around Area B. This fence was a recommendation and not a requirement for closure. Existing provisions to restrict access to the area were reviewed during the site visit. Area B is located in an isolated area of the Roseburg Forest Products property, surrounded by privately owned property (Roseburg) and physically separated from residential areas by Beaughton Creek. Access to the Roseburg's property is controlled by the Roseburg' main office gate, security practices, private property signage, fencing, and locking gates. Services road that can be used to access Area B are closed using large tree stumps or concrete Jersey barriers. These measures appear to be effective in restricting access to the area and no improvements are recommended. If these measures change or trespassing/vandalism become an issue, increased security measures or fencing of the Area B should be evaluated and implemented as necessary.

D.	Opportunities for Optimization
	Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy. Continued inspection of the steel tanks in the water treatment plant or part of the surface water management system should be performed so that assessment of the tanks' remaining life and the projected type and extent of repairs can be made. Scheduled proactive repair, lining, or replacement of these steel tanks with poly tanks could prevent unexpected water treatment plant down-time if a failure or leak were to occur. Stormwater storage capacity and transfer rates do not appear to be adequate. An evaluation of the existing stormwater capacity and transfer rates should be performed in order to prevent discharge of untreated water. Permanent sample station monuments should be established and surface soil sampling procedures refined to reduce, as much as practical, natural variability of constituents in soil and the variability from the application of the water treatment plant effluent to the South Pasture. Surface soil samples should be collected from the area immediately adjacent to the area sampled five years earlier. This can be accomplished using permanent sample station monuments and a sampling plan that defines the specific location of surface soil sample as related to the monument (Year 2014 samples will be collected from the northeast quadrant and within a 2 foot radius of the monument, Year 2019 samples will be collected from the northwest quadrant and within a 2 foot radius of the monument). This approach may reduce natural variations found in surface soil and from the amount of the water received and over time, would be better representations of the impact that the disposal system is having on the pasture. Groundwater elevations show that only two of the six well pairs had favorable inward hydraulic gradient during the past five years. Groundwater flow on the western portion of the slurry is potentially uncontained. Concentrations of arsenic and copper are increasing in some of the WEW series, possibly related to the uncontained groundwater flow.

Table 1 – Site Inspection Team Roster

Name	Agency	Address	Phone	email
Cathy Martin	USACE (Seattle)	4735 East Marginal Way S. Seattle, WA 98124-3755	206-764-3264	*catherine.m.martin@usace.army.mil*
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Cody Walker	North Coast Regional Water Quality Control Board			
Craig Hunt, Ph.D., P.E.	North Coast Regional Water Quality Control Board	550 Skylane Blvd., Suite A Santa Rosa, CA 95403	7070-570-3767	*craig.hunt@waterboards.ca.gov*
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Mike Duchi				*mduchi@jhbaxter.com*
Georgia Baxter		1700 So. El Camino Real P.O. Box 5902 San Mateo, CA 94402	650-349-0201	*gbaxter@jhbaxter.com*
Ellen Porter	Roseburg Forest Products			
Amanda Orth				
Philip Slowiak, Sr. CSP	International Paper	6400 Poplar Avenue Memphis, TN 38197	901-419-3845	*philip.slowiak@ipaper.com*
Mike Bollinger	Beazer East			

Appendix E: Site Photos

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Appendix E – Site Photos

Photo #1 - Storm Water Pond #2	Photo #2 - Stormwater Pond #1; two, one-half million gallon storage tanks (storm water storage)
Photo #3 - RCRA-Equivalent Cell Wells for Vadose Zone Monitoring, Leak Detection, Leachate Collection and Removal, and Soil Cover Perimeter Drain Discharge	Photo #4 - RCRA-Equivalent Cell (north-west corner)

Photo #5 - South Pasture and Drainage Ditch	Photo #6 - Asphaltic-Concrete Surface Area 4A (perpendicular through grout wall)
Photo #7 - Asphaltic-Concrete Surface Area 2A drain inlet	Photo #8 - Asphaltic-Concrete Surface Area 2A (north edge)

Photo #9 - Former Roseburg Carbon Column Plant

Photo #10 - Beaughton Creek (near NEW-4)

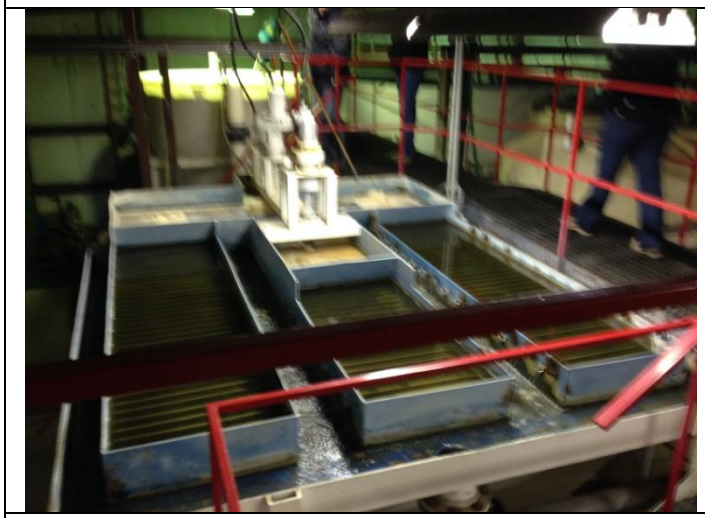

Photo #11 - GWTP (Metals Precipitation and Flocculation Areas)

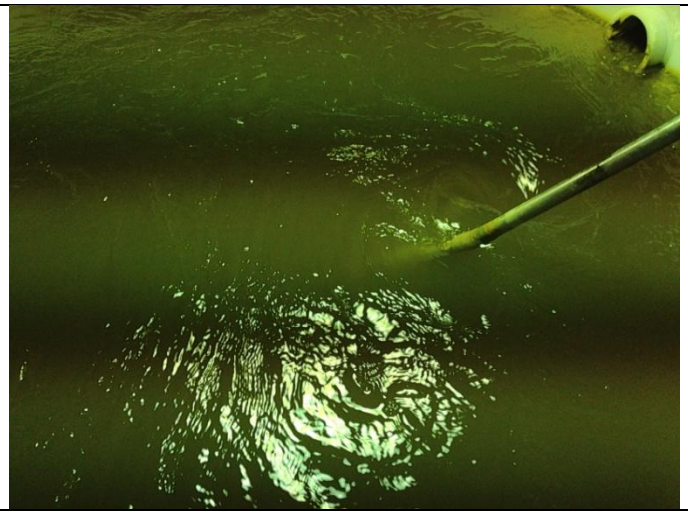

Photo #12 - GWTP (Sodium Hydroxide Mixing Tank)

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Appendix F: Figures

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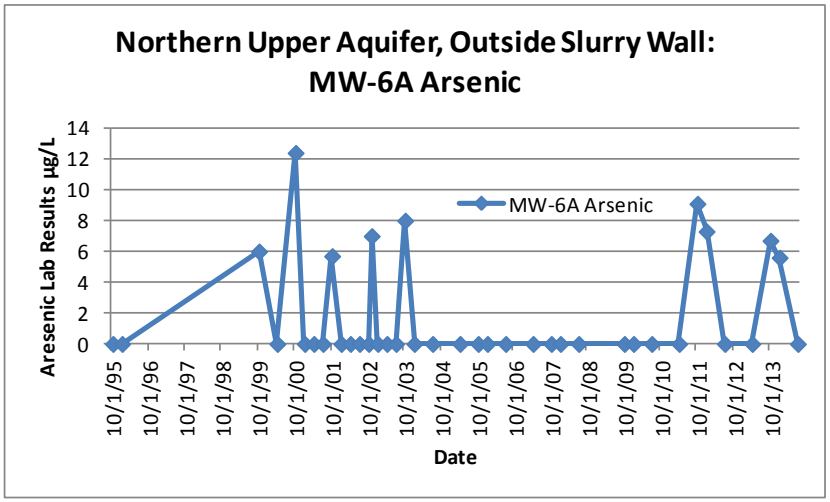
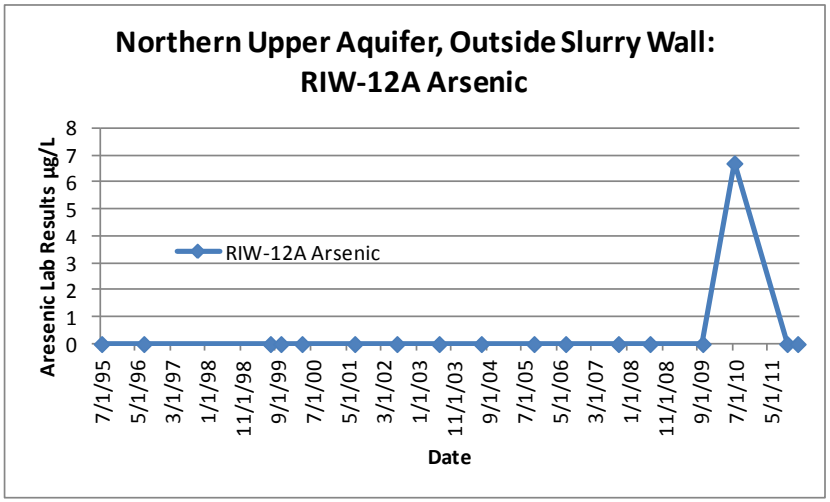
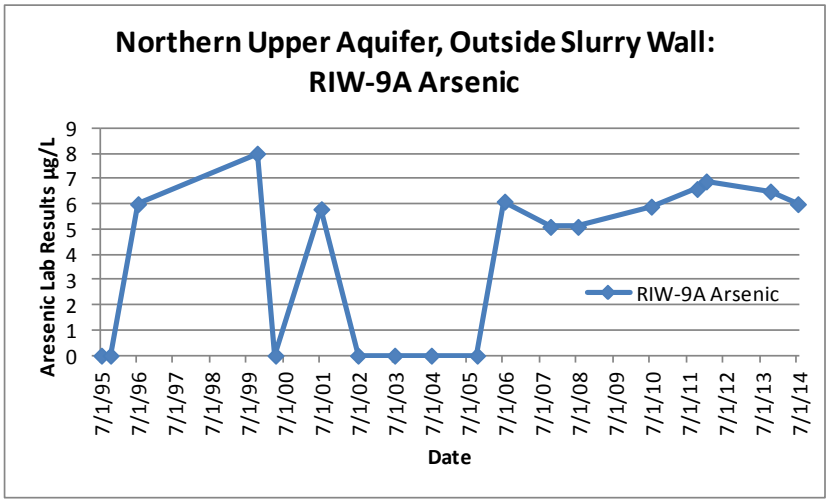


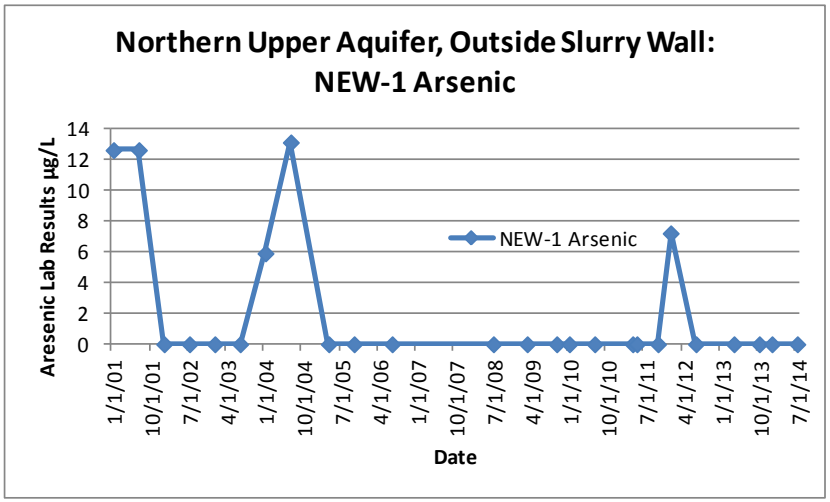
Appendix F: Figure 1: MW-6A Arsenic



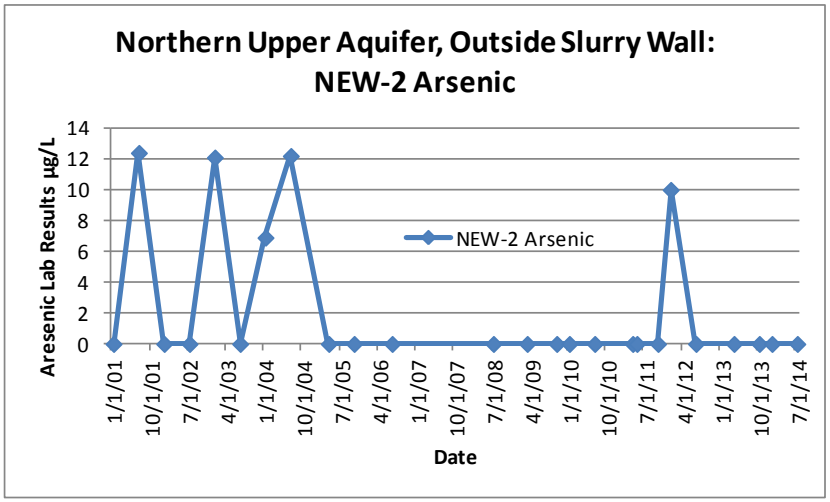
Appendix F: Figure 3: RIW-12A Arsenic



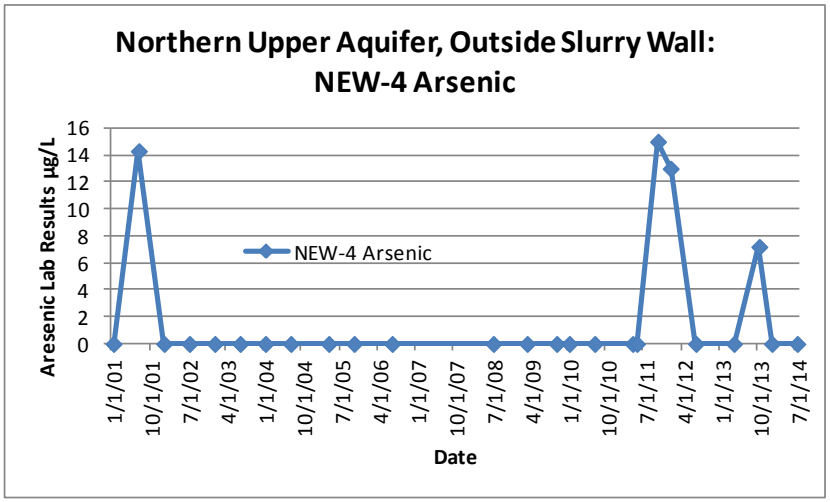
Appendix F: Figure 2: RIW-9A Arsenic



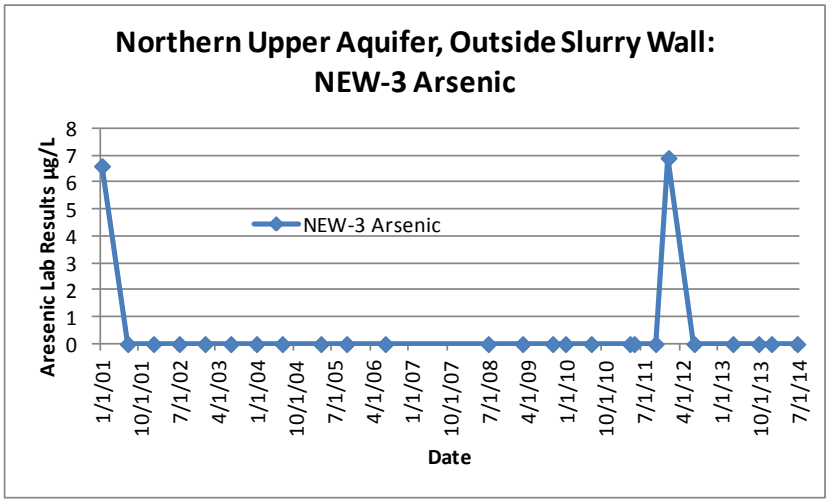
Appendix F: Figure 4: NEW-1 Arsenic



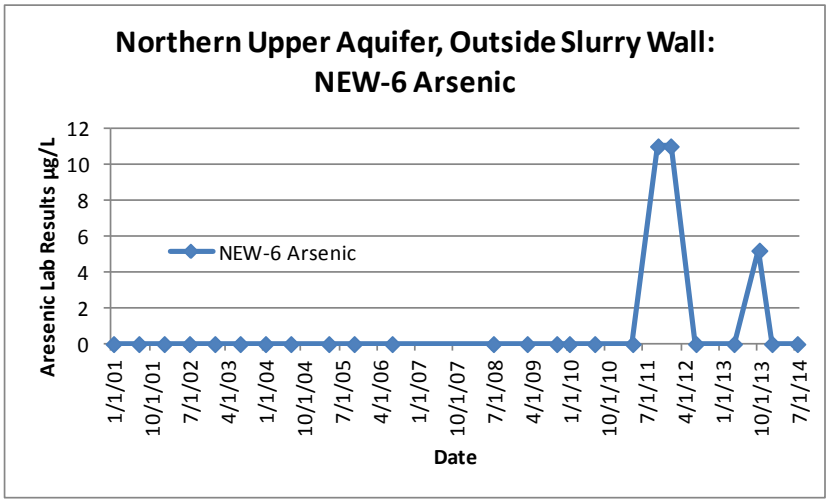
Appendix F: Figure 5: NEW-2 Arsenic



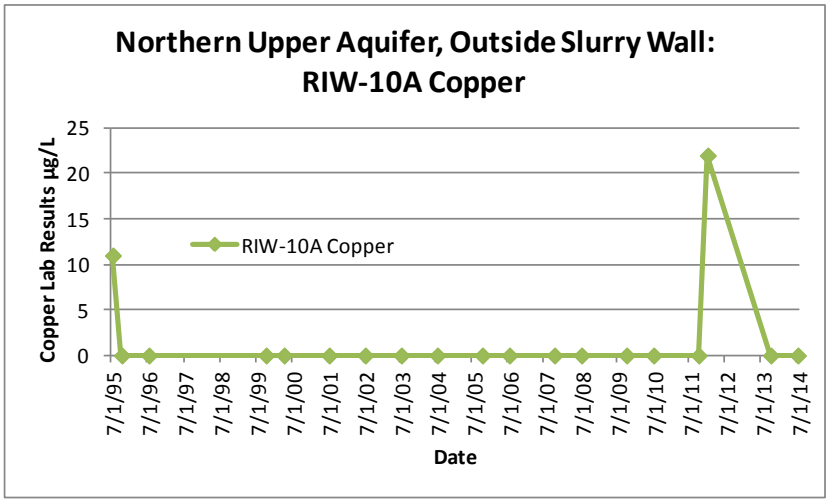
Appendix F: Figure 7: NEW-4 Arsenic



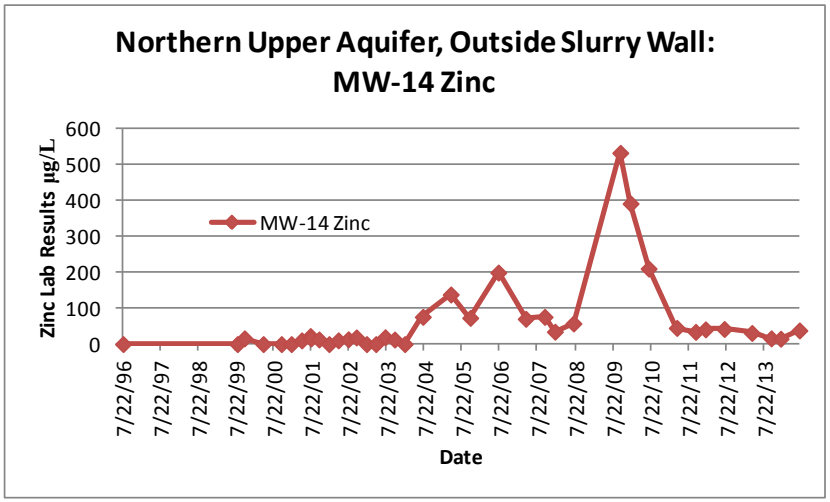
Appendix F: Figure 6: NEW-3 Arsenic



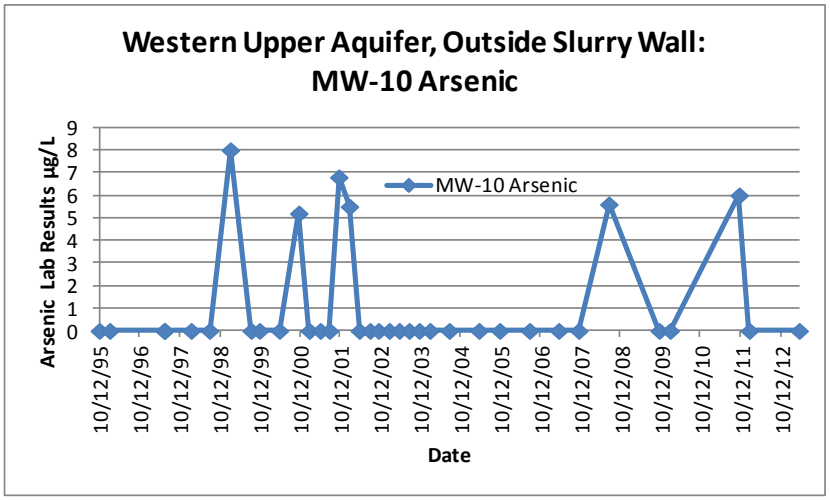
Appendix F: Figure 8: NEW-6 Arsenic



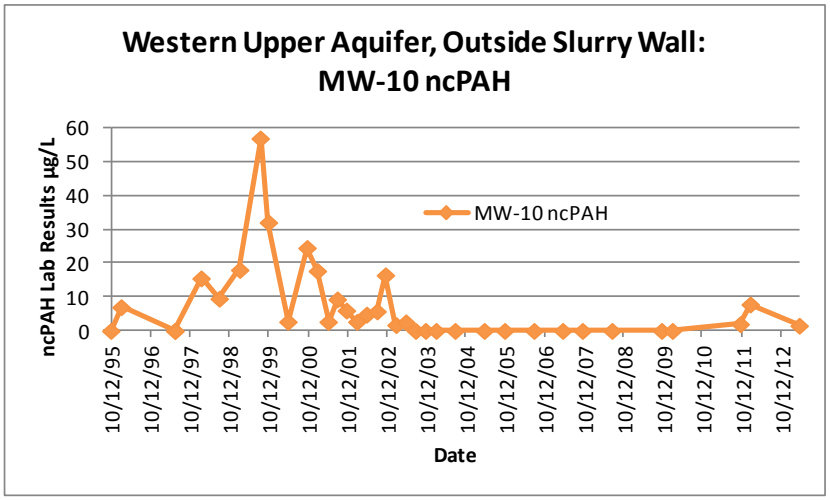
Appendix F: Figure 9: RIW-10A Copper



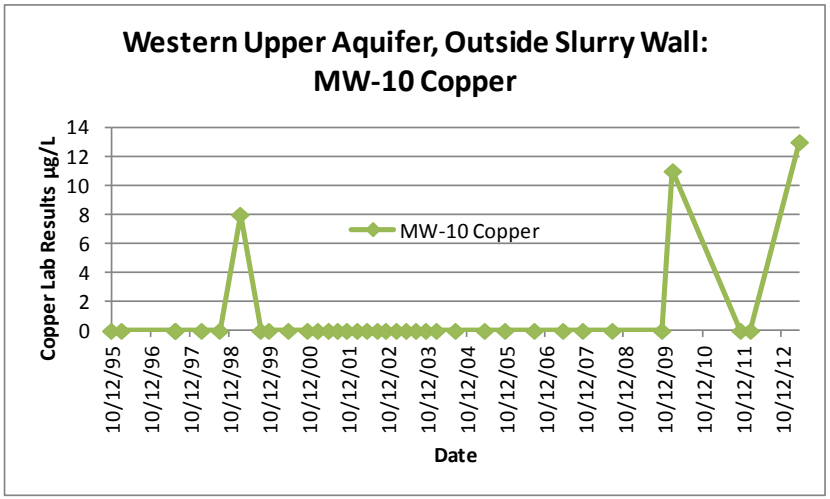
Appendix F: Figure 10: MW-14 Zinc



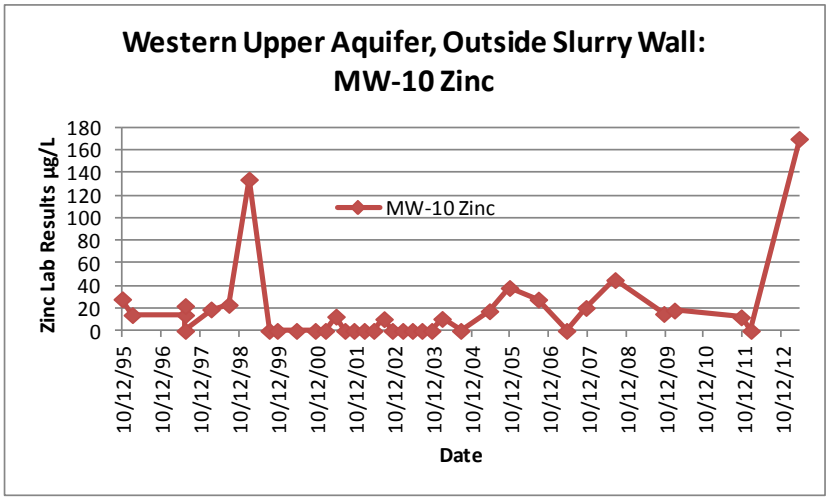
Appendix F: Figure 11: MW-10 Arsenic



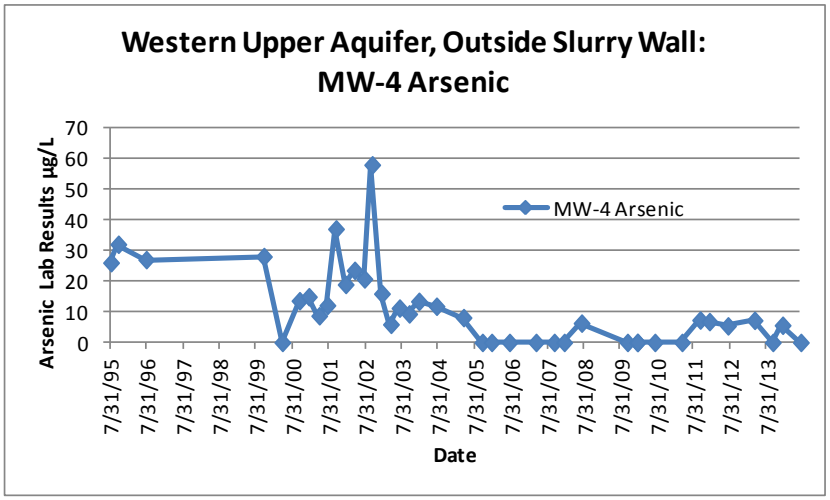
Appendix F: Figure 13: MW-10 ncPAH



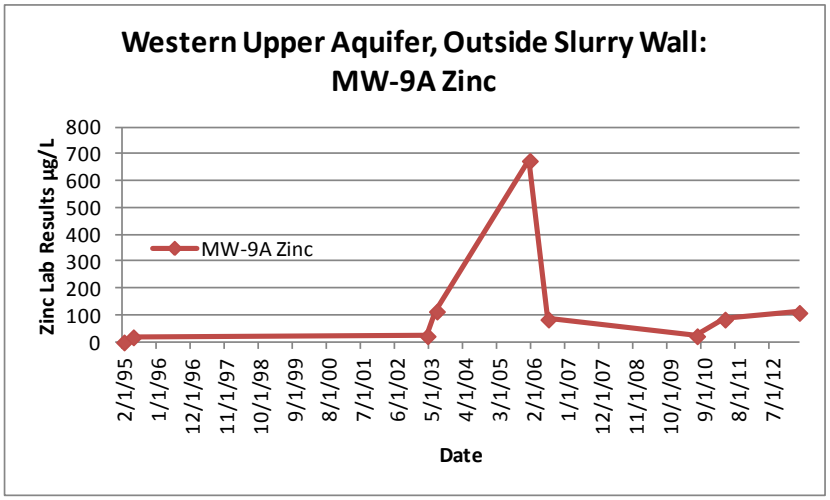
Appendix F: Figure 12: MW-10 Copper



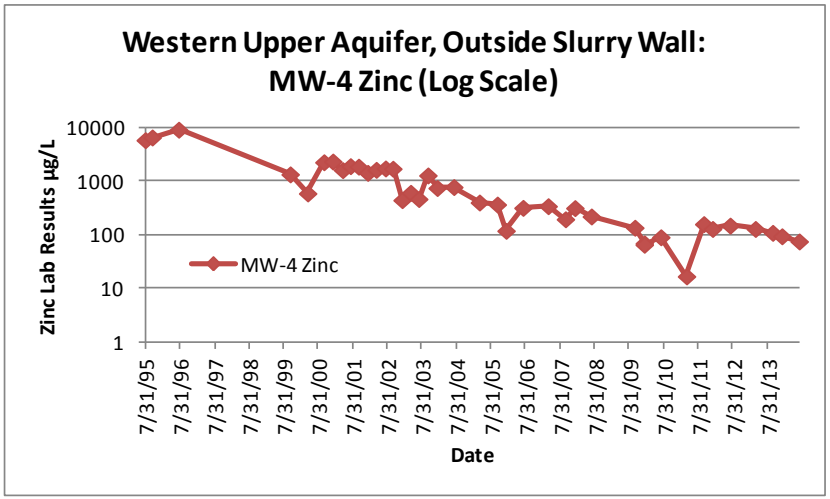
Appendix F: Figure 14: MW-10 Zinc



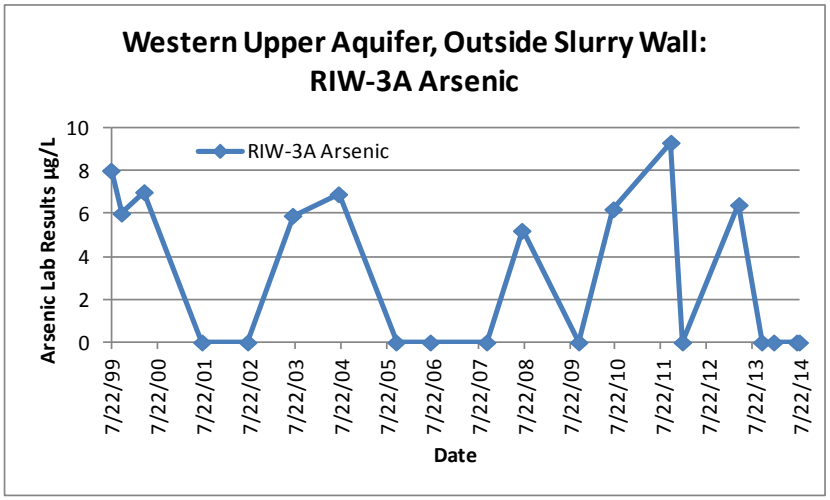
Appendix F: Figure 15: MW-4 Arsenic



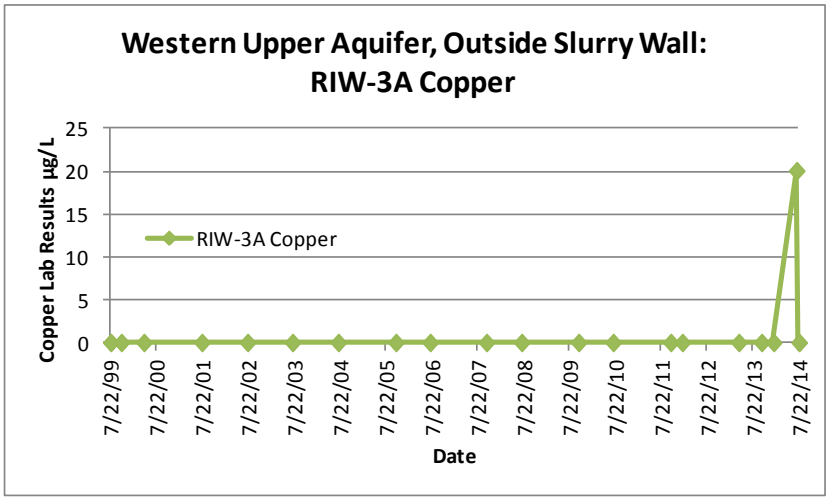
Appendix F: Figure 17: MW-9A Zinc



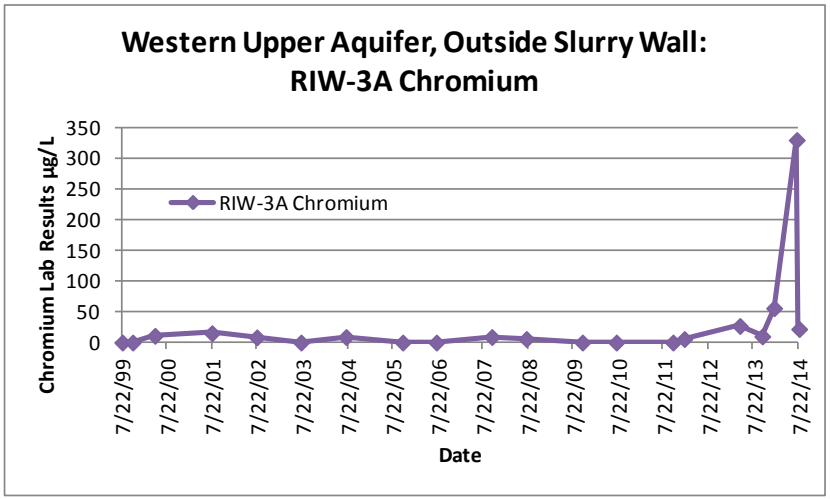
Appendix F: Figure 16: MW-4 Zinc



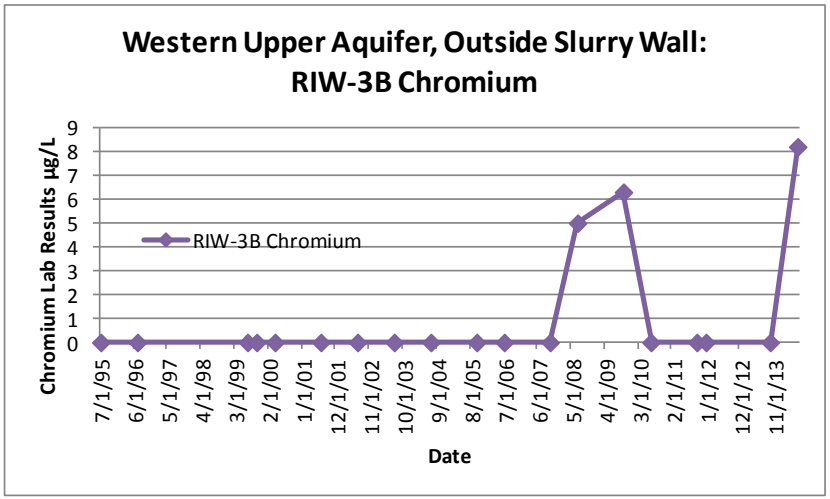
Appendix F: Figure 18: RIW-3A Arsenic



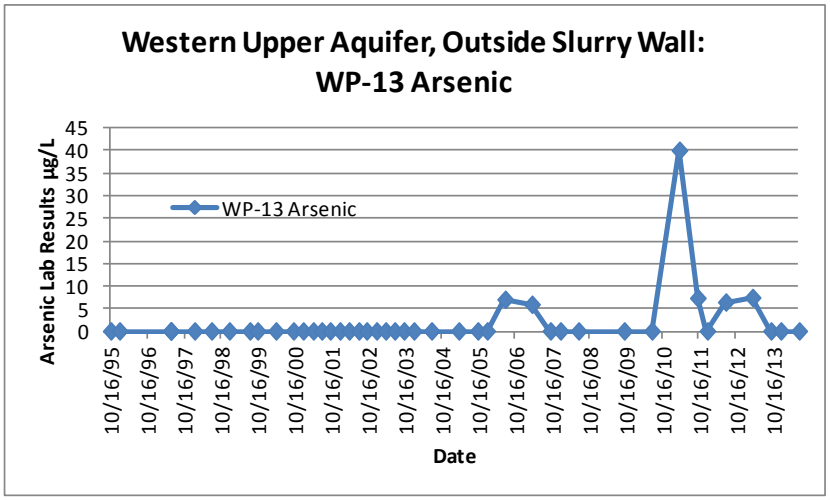
Appendix F: Figure 20: RIW-3A Copper



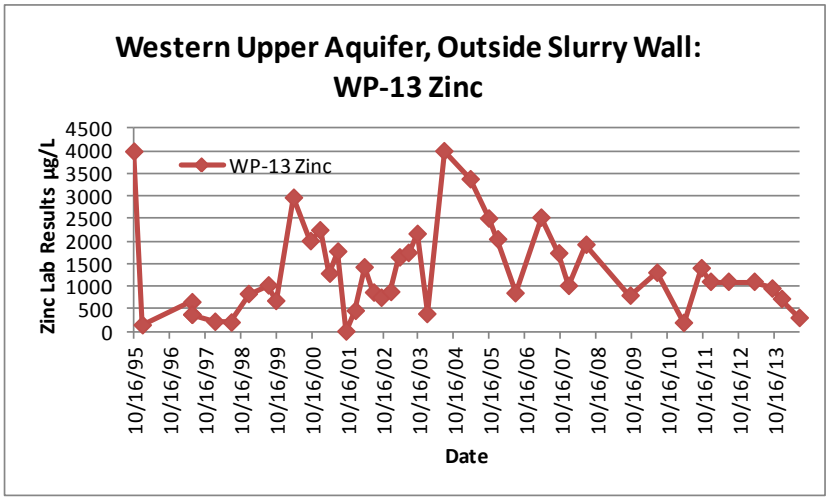
Appendix F: Figure 19: RIW-3A Chromium



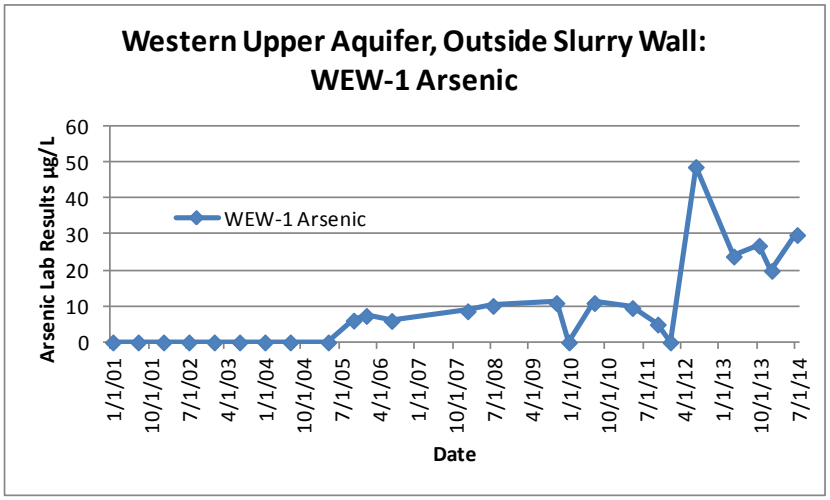
Appendix F: Figure 21: RIW-3B Chromium



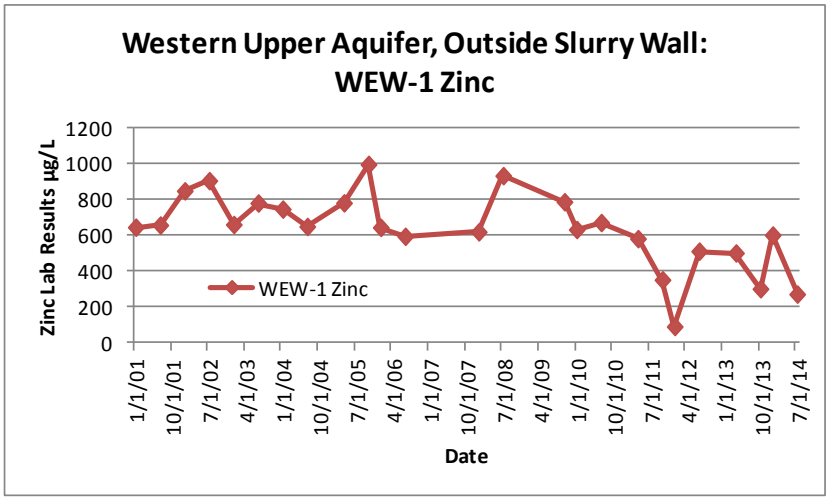
Appendix F: Figure 22: WP-13 Arsenic



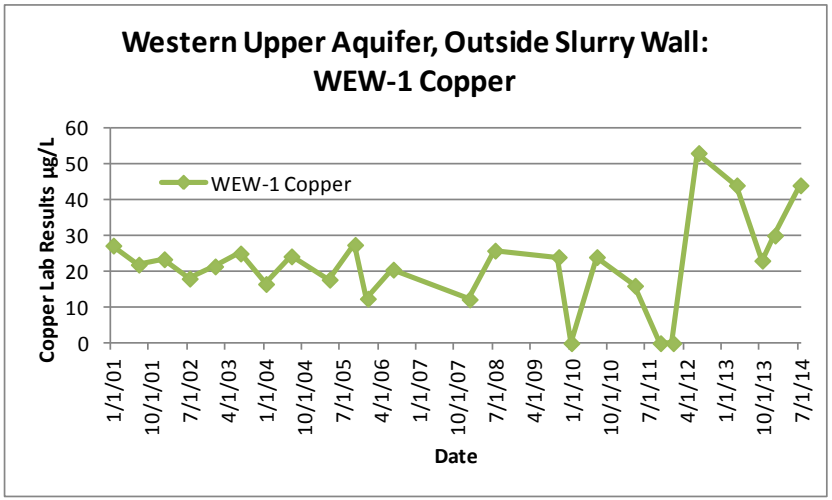
Appendix F: Figure 23: WP-13 Zinc



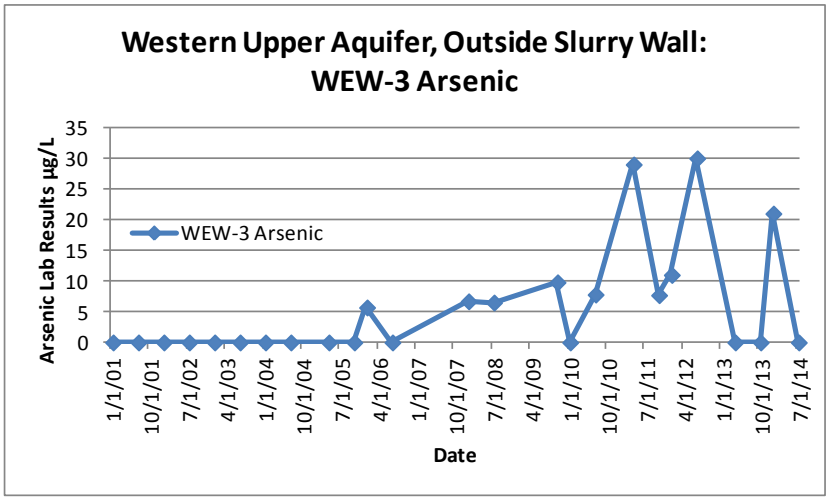
Appendix F: Figure 24: WEW-1 Arsenic



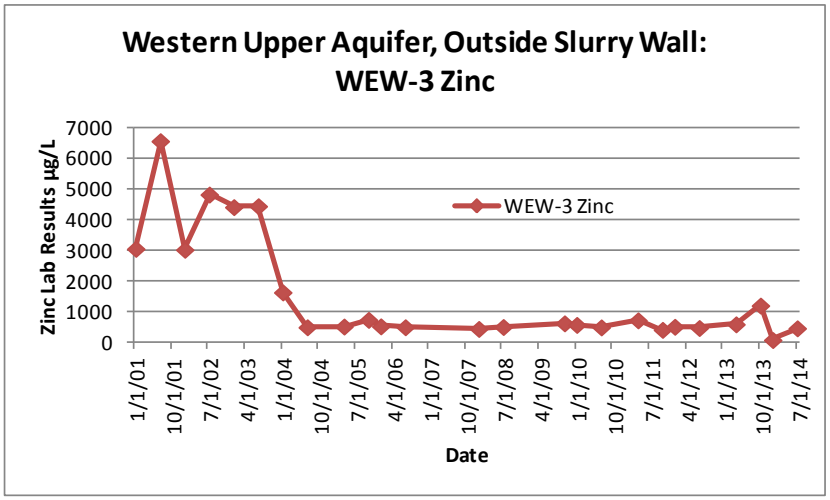
Appendix F: Figure 26: WEW-1 Zinc



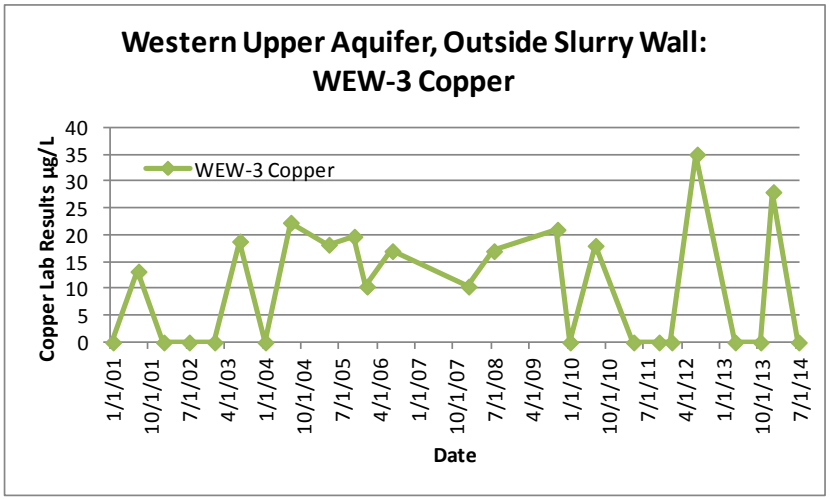
Appendix F: Figure 25: WEW-1 Copper



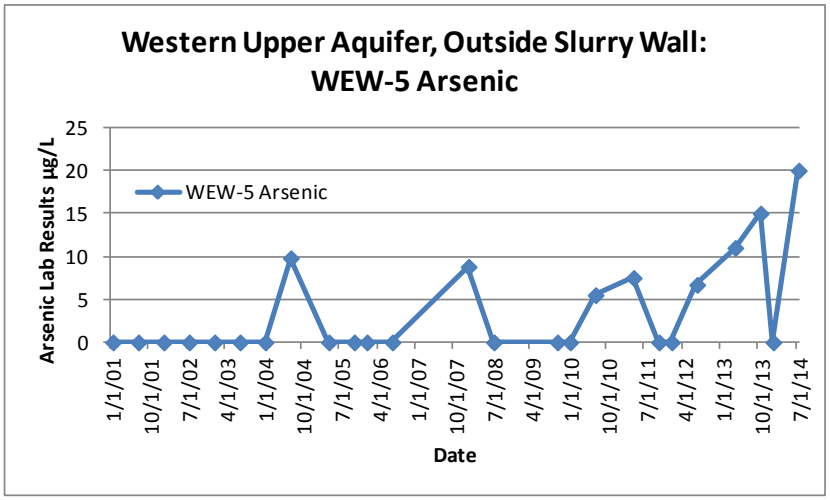
Appendix F: Figure 27: WEW-3 Arsenic



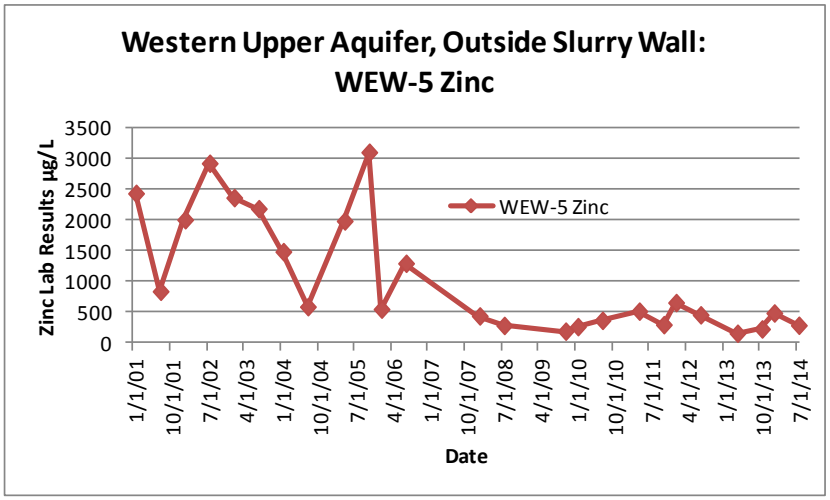
Appendix F: Figure 29: WEW-3 Zinc



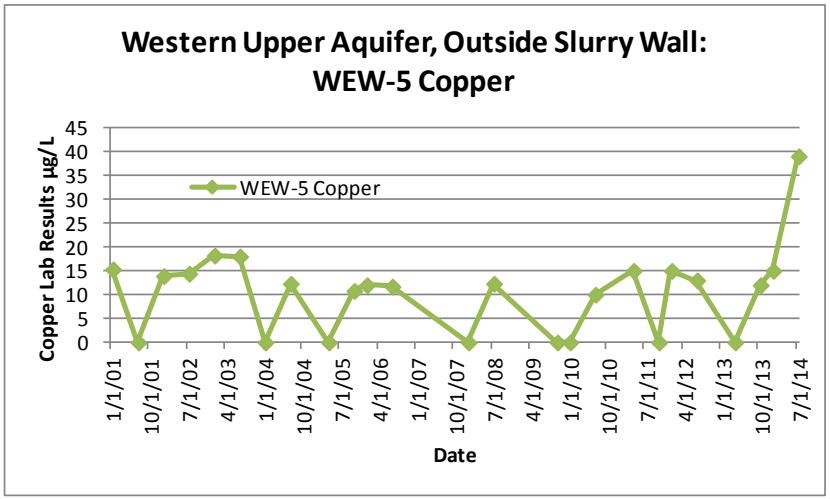
Appendix F: Figure 28: WEW-3 Copper



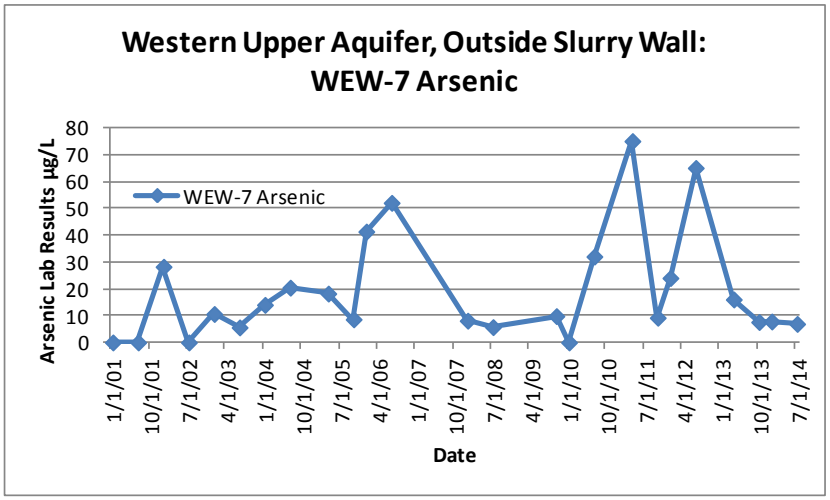
Appendix F: Figure 30: WEW-5 Arsenic



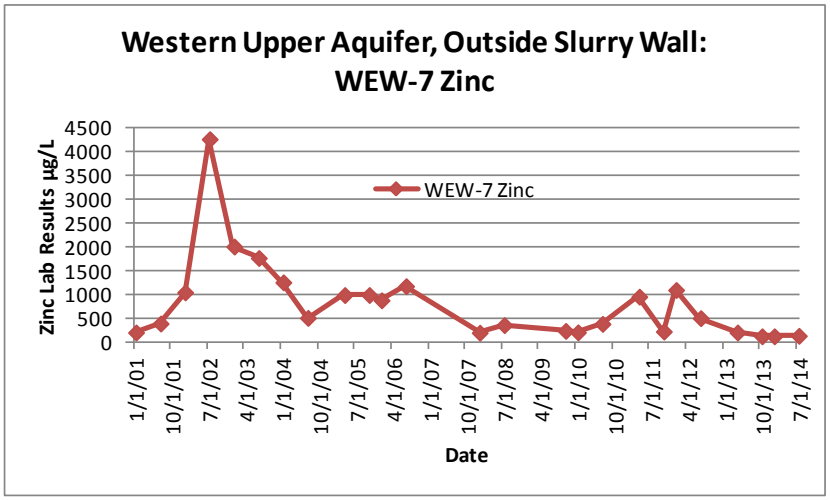
Appendix F: Figure 32: WEW-5 Zinc



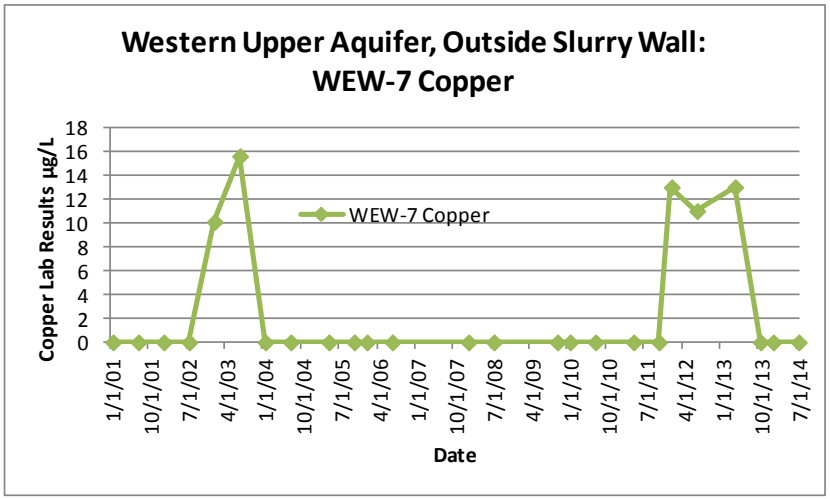
Appendix F: Figure 31: WEW-5 Copper



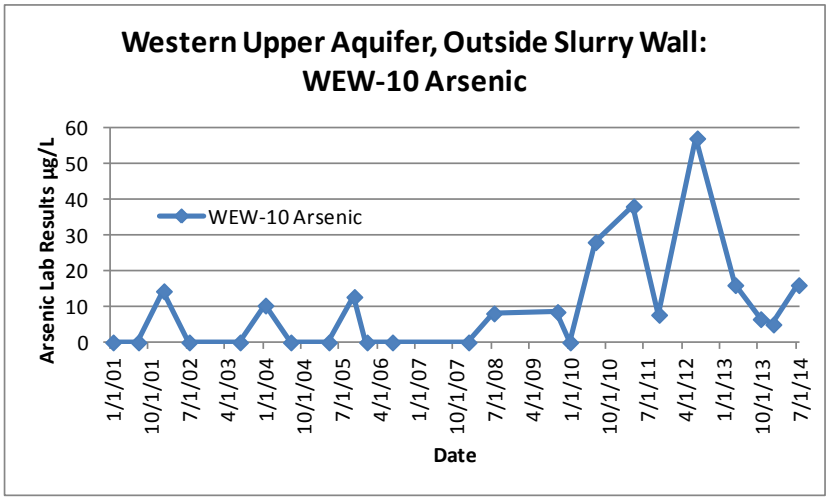
Appendix F: Figure 33: WEW-7 Arsenic



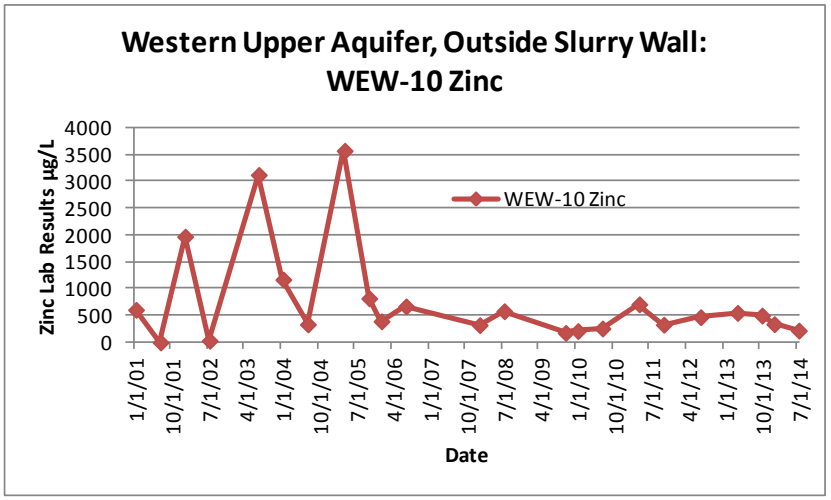
Appendix F: Figure 35: WEW-7 Zinc



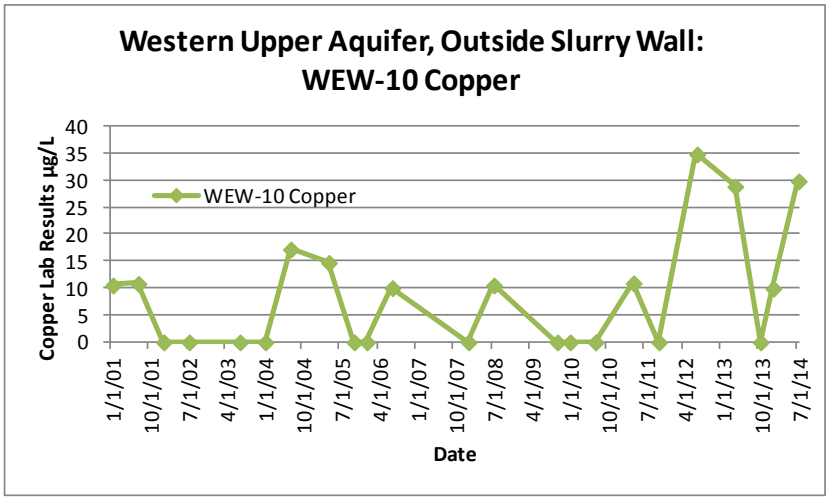
Appendix F: Figure 34: WEW-7 Copper



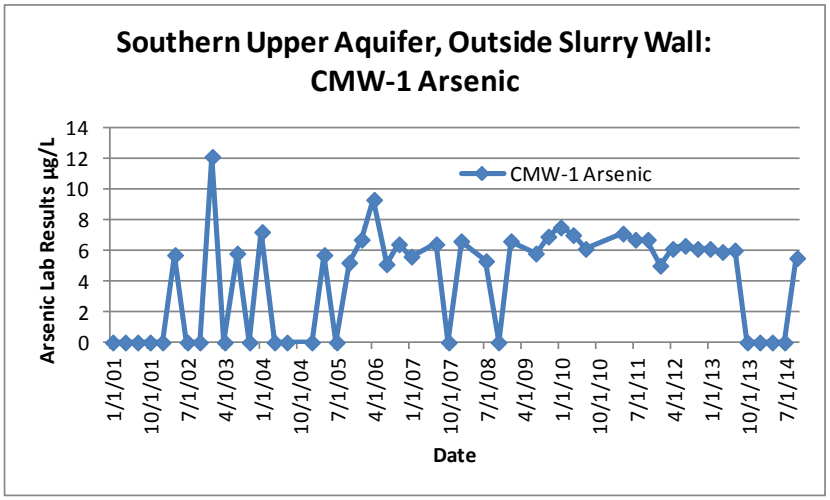
Appendix F: Figure 36: WEW-10 Arsenic



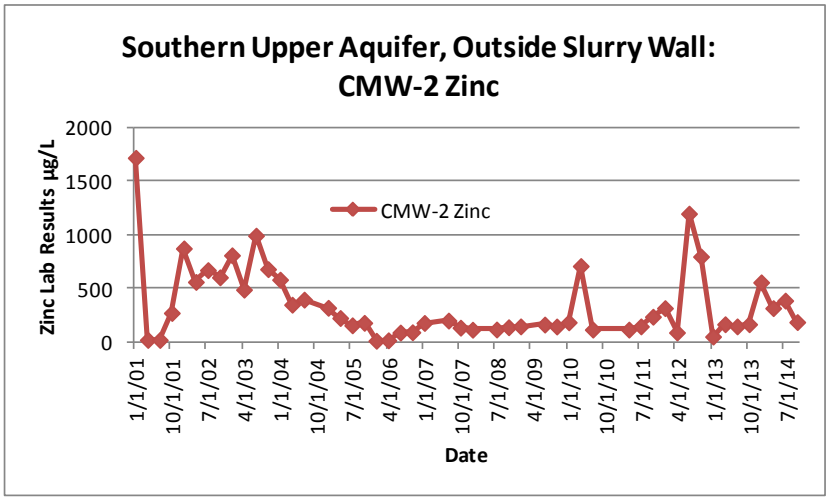
Appendix F: Figure 38: WEW-10 Zinc



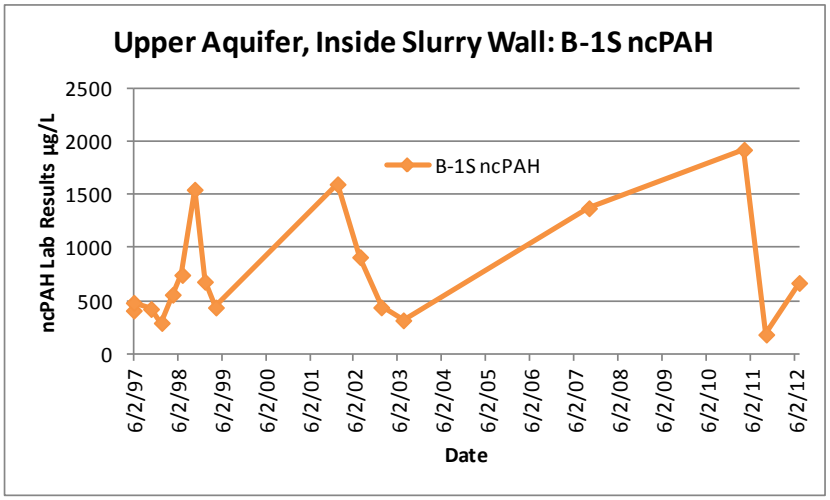
Appendix F: Figure 37: WEW-10 Copper



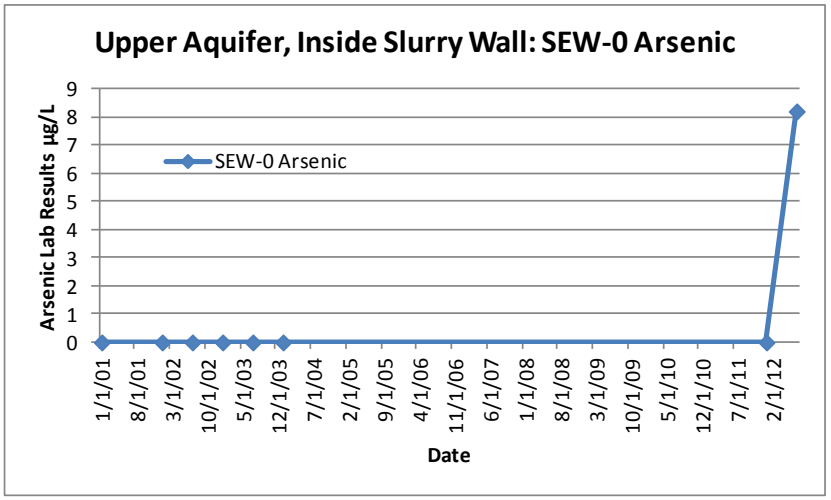
Appendix F: Figure 39: CMW-1 Arsenic



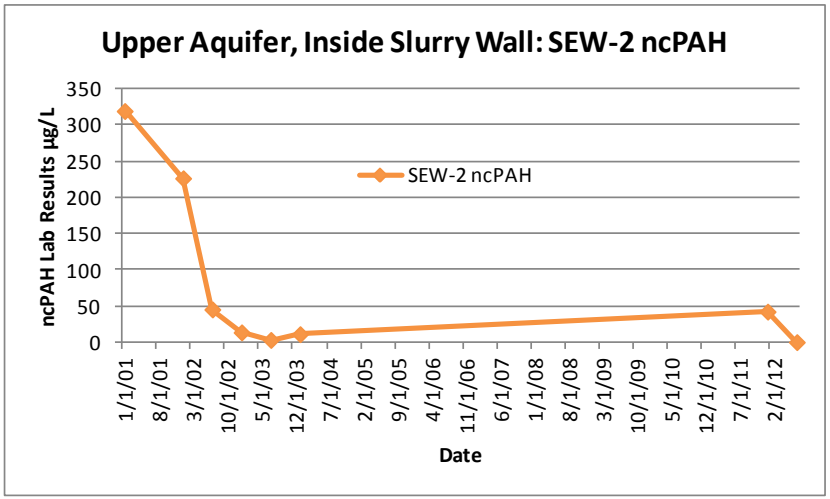
Appendix F: Figure 40: CMW-2 Zinc



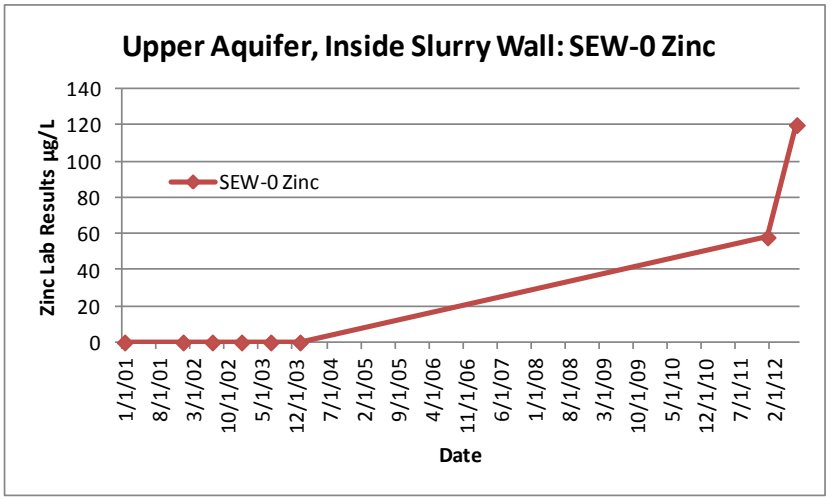
Appendix F: Figure 41: B-1S ncPAH



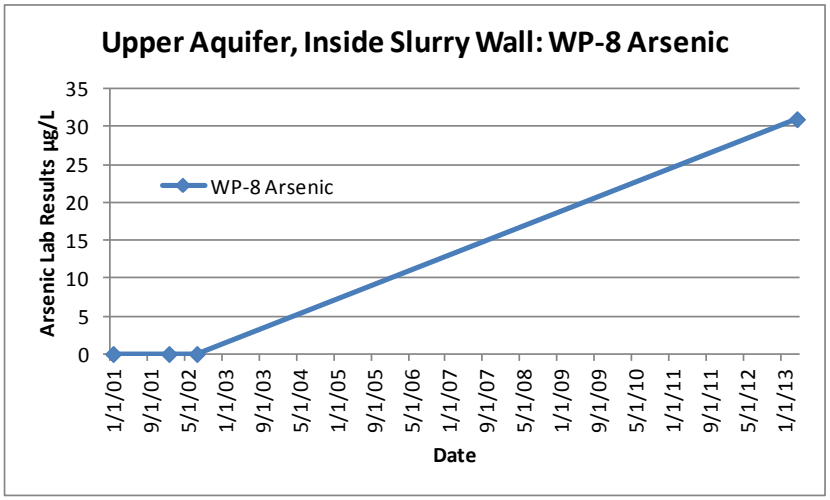
Appendix F: Figure 43: SEW-0 Arsenic



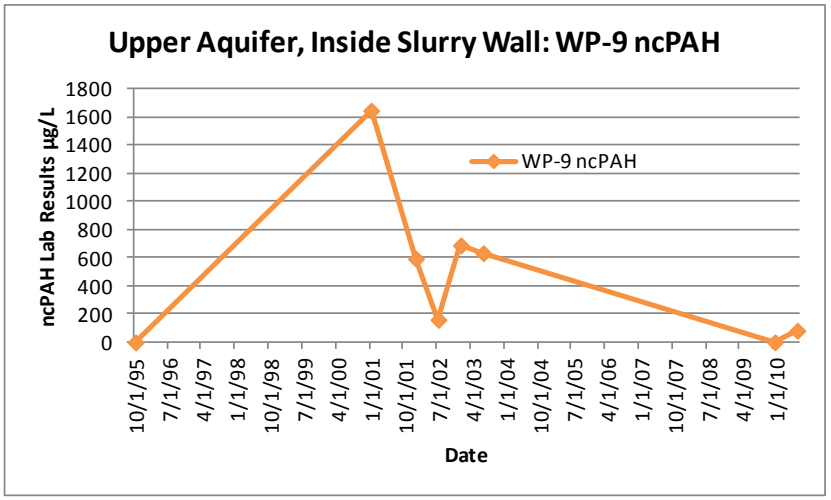
Appendix F: Figure 42: SEW-2 ncPAH



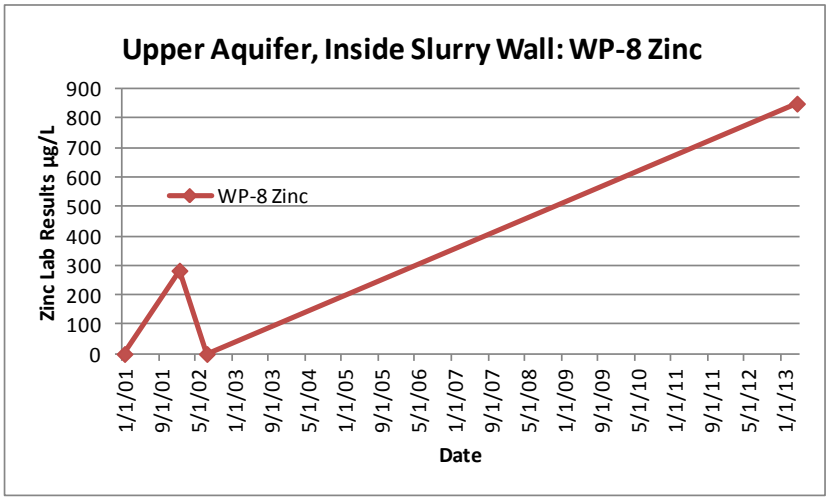
Appendix F: Figure 44: SEW-0 Zinc



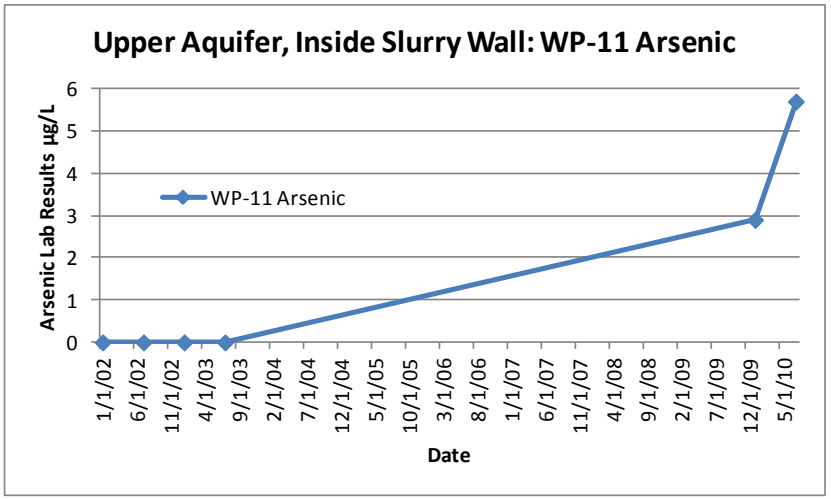
Appendix F: Figure 45: WP-8 Arsenic



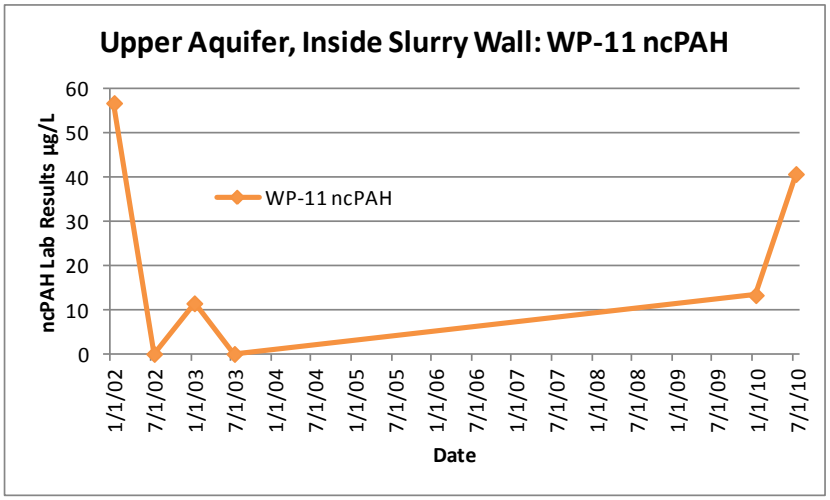
Appendix F: Figure 47: WP-9 ncPAH



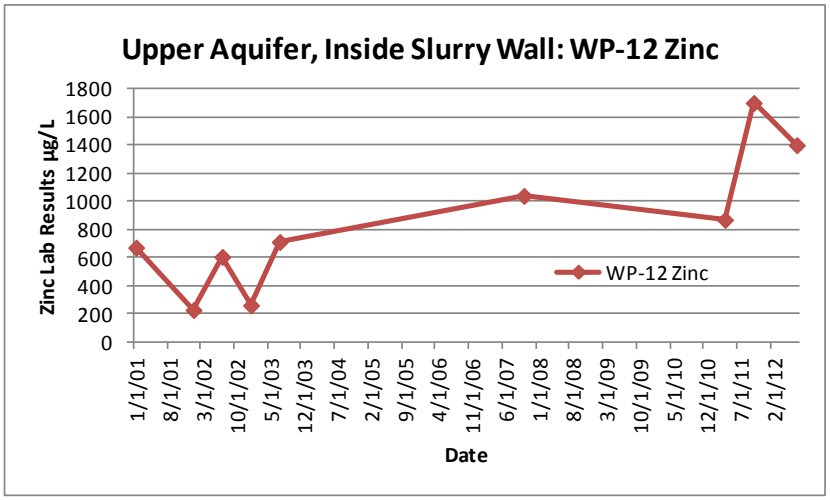
Appendix F: Figure 46: WP-8 Zinc



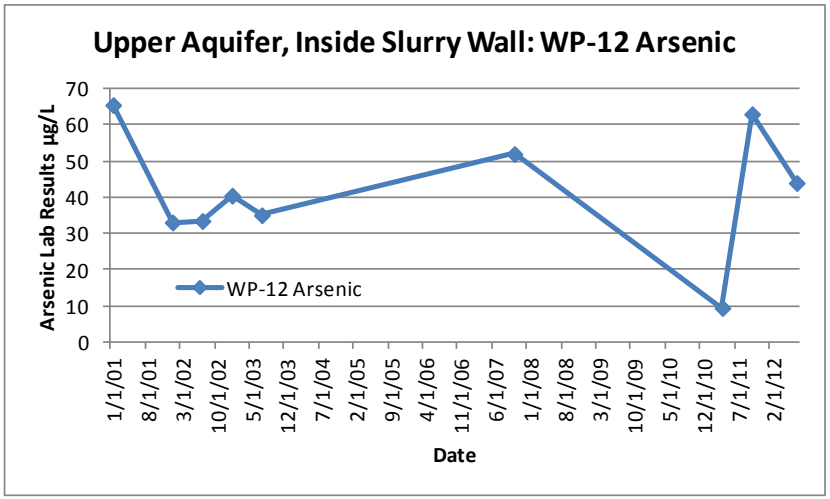
Appendix F: Figure 48: WP-11 Arsenic



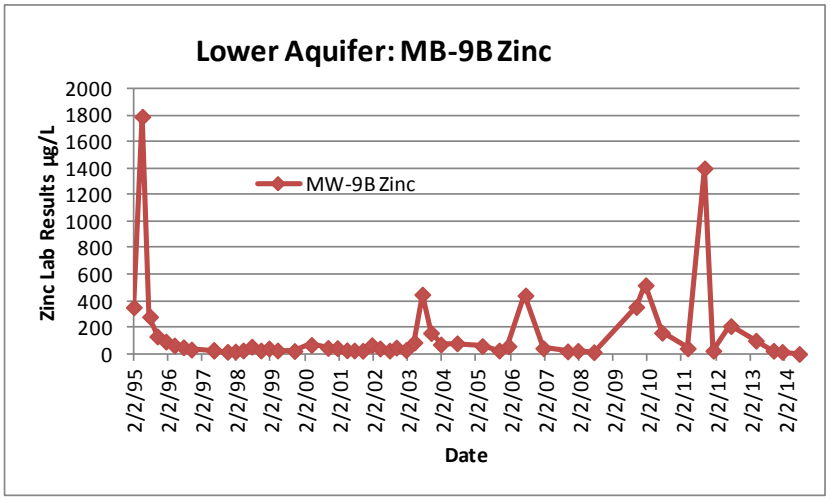
Appendix F: Figure 49: WP-11 ncPAH



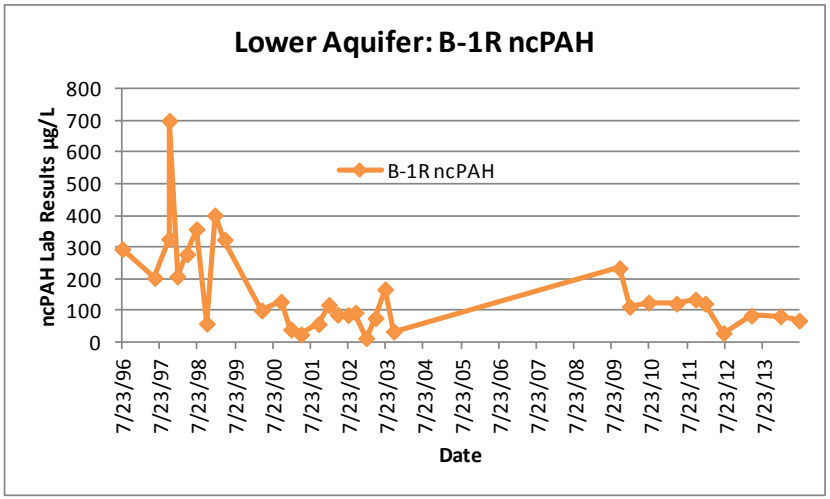
Appendix F: Figure 51: WP-12 Zinc



Appendix F: Figure 50: WP-12 Arsenic



Appendix F: Figure 52: MW-9B Zinc



Appendix F: Figure 53: B-1R ncPAH

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Appendix G: Data

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TABLE G-1

COMPARISON OF SOUTH PASTURE SOIL RESULTS

1999 through 2014

JH Baxter Superfund Site

Weed, California

1999 Sampling Event

Sample Location	Arsenic	Chromium	Copper	Zinc	Total Solids
SP-1	1	6	6	13	86.6
SP-2	1	8	12	17	89.6
SP-3	1	7	13	5	98.7
SP-4	1	4	7	7	99.2
Average	1.2	5.8	8.8	9.8	95.3

2004 Sampling Event

Sample Location	Arsenic	Chromium	Copper	Zinc	Total Solids
SP-1	1.5	8.1	18.8	19.3	64.9
SP-2	<1.2	6.5	17	9.0	80.3
SP-3	<1.1	6.8	5.2	8.0	78.8
SP-4	<1.1	5.9	11.3	17.8	85.6
Average	0.7	7.2	11.7	13.6	77.4

2009 Sampling Event

Sample Location	Arsenic	Chromium	Copper	Zinc	Total Solids
SP-1	2.7	8.2	12.8	15.3	68.5
SP-2	<1.1	8.8	7.5	13.9	74.4
SP-3	2.2	7.0	8.5	16.8	78.8
SP-4	2.2	7.9	9.8	18.2	75.9
Average	1.5	7.9	9.8	15.0	75.5

TABLE G-1

COMPARISON OF SOUTH PASTURE SOIL RESULTS

1999 through 2014

JH Baxter Superfund Site

Weed, California

2014 Sampling Event

Sample Location	Arsenic	Chromium	Copper	Zinc	Total Solids
SP-1	1.0 J	7.7	14	20	69.5
SP-2	1.4 J	7.4	14	20	71.2
SP-3	0.75 J	7.6	14	19	81.8
SP-4	1.3 J	7.8	19	20	76.6
Average	1.0	7.9	16.0	20.5	76.1

mg/kg - milligrams per kilograms

J = the analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.

Table G-2

Statistics and Trend Analysis, South Pasture Soil Sampling Results

J.H BAXTER SUPERFUND SITE WEED, CA

2014 Soil		General Statistics									Mann-Kendall Test					
		Number or Reported Events Not Used	Number of Generated Events	Number Values Reported (n)	[1]	Maximum	Mean	Geometric Mean (mg/kg)	Median	Standard	Test Value (S)	Tabulated p-value	Standard Deviation of S	Standardized	Approximate p-value	Trend at 99% Confidence
SP-1	Arsenic	0	4	4	1	2.7	1.6	1.4	1.3	0.8	1	0.625	2.769	0	0.5	No
	Chromium	0	4	4	6	8.2	7.5	7.4	7.9	1.0	2	0.375	2.944	0.34	0.367	No
	Copper	0	4	4	6	18.8	12.9	11.9	13.4	5.3	2	0.375	2.944	0.34	0.367	No
	Zinc	0	4	4	13	20	16.9	16.7	17.3	3.3	4	0.167	2.944	1.019	0.154	No
SP-2	Arsenic	0	4	4	1	1.4	1.2	1.2	1.2	0.2	4	0.167	2.944	1.019	0.154	No
	Chromium	0	4	4	6.5	8.8	7.7	7.6	7.7	1.0	0	0.625	2.944	NA	NA	No
	Copper	0	4	4	7.5	17	12.6	12.1	13.0	4.0	0	0.625	2.944	NA	NA	No
	Zinc	0	4	4	9	20	15.0	14.4	15.5	4.7	2	0.375	2.944	0.34	0.367	No
SP-3	Arsenic	0	4	4	0.75	2.2	1.3	1.2	1.1	0.6	0	0.625	2.944	NA	NA	No
	Chromium	0	4	4	6.8	7.6	7.1	7.1	7.0	0.3	3	0.375	2.769	0.722	0.235	No
	Copper	0	4	4	5.2	14	10.2	9.5	10.8	4.1	2	0.375	2.944	0.34	0.367	No
	Zinc	0	4	4	5	19	12.2	10.6	12.4	6.8	6	0.042	2.944	1.698	0.0447	No
SP-4	Arsenic	0	4	4	1	2.2	1.4	1.3	1.2	0.5	4	0.167	2.944	1.019	0.154	No
	Chromium	0	4	4	4	7.9	6.4	6.2	6.9	1.8	4	0.167	2.944	1.019	0.154	No
	Copper	0	4	4	7	19	11.8	11.0	10.6	5.1	4	0.167	2.944	1.019	0.154	No
	Zinc	0	4	4	7	20	15.8	14.6	18.0	5.9	6	0.042	2.944	1.698	0.0447	No
SP-5	Arsenic	0	4	4	1.2	2	1.4	1.4	1.2	0.4	-3	0.375	2.236	-0.894	0.186	No
	Chromium	0	4	4	4	9.1	6.8	6.5	7.1	2.2	6	0.042	2.944	1.698	0.0447	No
	Copper	0	4	4	10	20	13.4	12.9	11.9	4.6	6	0.042	2.944	1.698	0.0447	No
	Zinc	0	4	4	9	24	15.7	14.8	15.0	6.4	4	0.167	2.944	1.019	0.154	No
SP-6	Arsenic	0	4	4	0.7	1.1	0.9	0.9	1.0	0.2	-4	0.167	2.944	-1.019	0.154	No
	Chromium	0	4	4	6	9.8	7.8	7.7	7.8	1.6	2	0.375	2.944	0.34	0.367	No
	Copper	0	4	4	5	15	8.6	7.9	7.3	4.4	4	0.167	2.944	1.019	0.154	No
	Zinc	0	4	4	8	20	12.8	12.1	11.6	5.2	6	0.042	2.944	1.698	0.0447	No

Notes

[1] Non-detect values were replaced with 1/2 detection limits.

mg/kg - milligrams per kilogram

NA- not applicable

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Appendix H: Title Report

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Mt. Shasta Title & Escrow Company

1252 S. Main Street, Yreka, CA 96097
Affiliated with
First American Title Insurance Company

Escrow Officer:	Title Dept
Phone:	(530)842-4333
Fax No.:	(866)440-8768
E-Mail:	
Buyer:	
Owner:	Roseburg Forest Products, an Oregon corporation

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 27, 2015 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner Policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Roseburg Forest Products, an Oregon corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$136.66, PAID
Penalty:	$0.00
Second Installment:	$136.66, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	020-390-110

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$35.45, PAID
Penalty:	$0.00
Second Installment:	$35.45, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	020-390-120

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$10.11, PAID
Penalty:	$0.00

Second Installment:	$10.11, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	020-410-360

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$1.00, LOW VALUE, NO BILL ISSUED
Penalty:	$0.00
Second Installment:	$1.00, LOW VALUE, NO BILL ISSUED
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	021-080-070

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$221,707.82, DELINQUENT
Penalty:	$22,170.78
Second Installment:	$221,707.82, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	021-080-130

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$366.75, PAID
Penalty:	$0.00
Second Installment:	$366.75, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	021-090-090

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$802.98, PAID
Penalty:	$0.00
Second Installment:	$802.98, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	021-090-100

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$8,284.43, PAID
Penalty:	$0.00
Second Installment:	$8,284.43, DUE
Penalty:	$0.00
Tax Rate Area:	120-001
A. P. No.:	021-100-150

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$345.46, PAID
Penalty:	$0.00
Second Installment:	$345.46, DUE
Penalty:	$0.00
Tax Rate Area:	009-000
A. P. No.:	060-201-020

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$98.36, PAID
Penalty:	$0.00
Second Installment:	$98.36, DUE
Penalty:	$0.00
Tax Rate Area:	009-000
A. P. No.:	060-201-041

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$328.90, PAID
Penalty:	$0.00
Second Installment:	$328.90, DUE
Penalty:	$0.00
Tax Rate Area:	009-000
A. P. No.:	060-211-130

General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	$122.84, PAID
Penalty:	$0.00
Second Installment:	$122.84, DUE
Penalty:	$0.00
Tax Rate Area:	009-000
A. P. No.:	060-361-040

3. Right of ways and easements of the Southern Pacific Railroad/Central Pacific Railway Company.

4. An easement for public utilities and incidental purposes Granted to California Oregon Power Company, a corporation, in the document recorded March 6, 1917 as Book 96, Page 218 of Deeds.

5. An easement for Spur Track Easement and incidental purposes in the document Granted to Central Pacific Railway Company, a corporation, recorded July 10, 1918 as Book 98, Page 490 of Deeds.

6. An easement for public utilities and incidental purposes in the document recorded November 12, 1925 as Book 114, Page 407 of Deeds.

7. An easement for public utilities and incidental purposes Granted to The California Oregon Power Company, a California corporation in the document recorded November 12, 1925 as Book 114, Page 409 of Deeds.

8. An easement for public utilities and incidental purposes in the document recorded July 30, 1927 as Book 119, Page 253 of Deeds.

9. An easement for public utilities and incidental purposes in the document recorded February 13, 1941 as Book 118, Page 401 of Official Records.

10. An easement for public utilities and incidental purposes Granted to The California Oregon Power Company, a California corporation in the document recorded March 10, 1960 as Book 437, Page 551 of Official Records.

11. An easement for public utilities and incidental purposes Granted to The California Oregon Power Company, a California corporation in the document recorded April 7, 1960 as Book 439, Page 289 of Official Records.

12. An easement for public utilities and incidental purposes Granted to The California Oregon Power Company, a California corporation in the document recorded May 9, 1960 as Book 441, Page 118 of Official Records.

13. An easement for Water lines and incidental purposes Granted to Weed Water Company in the document recorded July 12, 1962 as Book 477, Page 734 of Official Records.

14. Easement for Water pipelines, condensate water lines, steam lines, watchmen and fire alarm electric systems, existing flood diversion ditch and incidental purposes as reserved by International Paper Company, a New York Corporation in Deed recorded August 3, 1962, in Book 478, Page 861, Official Records.

15. An easement for Water lines and incidental purposes Granted to Weed Water Company in the document recorded August 16, 1962 as Book 479, Page 341 of Official Records.

16. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed October 19, 1962 in book 3, page 101 .

17. An easement for public utilities and incidental purposes Granted to Pacific Power & Light Company, in the document recorded August 17, 1964 as Book 506, Page 695 of Official Records.

18. An easement for public utilities and incidental purposes Granted to Pacific Power & Light Company in the document recorded May 4, 1965 as Book 515, Page 799 of Official Records.

19. An easement for Water lines and incidental purposes Granted to Weed Water and Sewer Company, Inc., a California corporation in the document recorded April 27, 1967 as Book 542, Page 820 of Official Records.

20. An easement for Sewer line easements and incidental purposes Granted to Weed Water and Sewer Company, Inc., a California Corporation in the document recorded April 27, 1967 as Book 542, Page 827 of Official Records.

21. An easement for Weed Dump Road and incidental purposes Granted to City of Weed, a municipal corporation in the document recorded August 13, 1969 as Book 580, Page 391 of Official Records.

22. An easement for Pipeline right of way and incidental purposes Granted to Siskiyou Union High School District in the document recorded September 18, 1969 as Book 582, Page 75 of Official Records.

23. An easement for public utilities and incidental purposes Granted to Pacific Power & Light Company in the document recorded June 18, 1970 as Book 595, Page 399 of Official Records.

24. An easement for public utilities and incidental purposes Granted to The Pacific Telephone and Telegraph Company in the document recorded August 5, 1974 as Book 715, Page 556 of Official Records.

25. An unrecorded lease dated September 18, 1983, executed by Roseburg Lumber Company, an Oregon Corporation as lessor and Shasta Millwork, Inc. as lessee, as disclosed by a Assignment of Lessor's Interest in Lease recorded November 8, 1983 as Book 1018, Page 208 of Official Records.

    An assignment of certain lessor's interest under the unrecorded lease dated September 18, 1983, which lease is shown above; Assignment dated October 11, 1983, which assignment recites, among other things, that it is givern as additional security for the unrecorded Security Agreement, dated October 11, 1983.

26. An easement for ingress, egress, public utilities and incidental purposes in the document recorded August 7, 1984 as Instrument No. 84009939 of Official Records.

27. The terms and provisions contained in the document entitled "Woodwaste Landfill Closure" recorded March 11, 1987 as Instrument No. 87004880 of Official Records.

28. The terms and provisions contained in the document entitled "Adminstrative Order for Remedial Design and Remedial Action" recorded September 25, 1991 as Instrument No. 91012783 of Official Records.

29. An easement for a non-exclusive easement, for emergency use only, for ingress and egress and incidental purposes in the document recorded February 9, 1993 as Instrument No. 930001458 of Official Records.

30. The terms and provisions contained in the document entitled "Right to farm, Statement of Acknowledgement" recorded July 1, 1994 as Instrument No. 94009196 of Official Records.

    Any possible interest of Max Kimmel as disclosed by the joinder in executing said document.

31. The terms and provisions contained in the document entitled "Right to Farm" recorded March 26, 1995 as Instrument No. 950003541 of Official Records.

32. Any Interest of the person shown, whose possible interest is disclosed by their joinder in executing the document, "Right to Farm, Statement of Acknowledgement" executed by Max Kimmel, recorded March 26, 1995, Instrument No. 95003541, Official Records.

33. The terms and provisions contained in the document entitled "Consent Decree filed August 6, 2001 in the United States District Court for the Northern District of California, under Civil Action No: C 01-2024 SC, entitled United States of America vs J.H. Baxter and Co., Roseburg Forest Products Co., International Paper Co., and Beazer East, Inc. disclosed by the Memorandum Order" recorded August 21, 2001 as Instrument No. 2001082111752 of Official Records.

    Which among other things contains the following recital: "From the date of recording of this Memorandum forward, each deed, tilte, or other instrument conveying an interest in the Property included in the Site shall contain a notice stating that the Property is subject to the Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the propoerty pursuant to Section 27 of the Consent Decree."

34. An easement for ingress, egress, water pipelines and appurtenances and incidental purposes in the document recorded April 30, 2002 as Instrument No. 2002043006455 of Official Records.

35. The terms and provisions contained in the document entitled "Covenant to Restrict Use of Property - Environmental Restriction" recorded February 14, 2007 as Instrument No. 07-0002230 of Official Records.

36. The terms and provisions contained in the document entitled "Agreement and Stipulation to Provide Enforcement and Removal" recorded April 3, 2007 as Instrument No. 07-0004306 of Official Records.

    The Affect of a Release to the Funds Deposited by the County of Siskiyou, a political subdivision of the State of California, recorded April 16, 2009, as Instrument No. 09-0003647, Official Records.

37. The terms and provisions contained in the document entitled "Right to Farm" recorded December 5, 2008 as Instrument No. 08-0012991 of Official Records.

38. Notice of pendency of action recorded September 5, 2014 as Instrument No. 14-0007727 of Official Records.

Court:	Siskiyou County Superior Court
Case No.:	SC CV PT 14-1030
Plaintiff:	Roseburg Forest Products, an Oregon corporation
Defendant:	Scott Valley and Shasta Valley Watermaster District, a California public enity and J.H. Baxter & Co, a California Limited Partnership
Purpose:	Quiet title to appropriative water rights

39. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed November 21, 2014 in book 22, page 88 & 89 .

40. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed January 30, 2015 in book 22, page 105 .

41. With respect to Roseburg Forest Products, an Oregon corporation, a corporation:
a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

2. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. Mt. Shasta Title & Escrow Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Siskiyou, State of California, described as follows:

Parcel 1:

All that portion of the 100 foot strip in Section 36, Township 42 North, Range 5 West, M.D.M., known as the Old Klamath Falls line as described in the deed recorded April 9, 1903, in Book 61 of Deeds, page 219, deed recorded July 11, 1904, in Book 64 of Deeds, page 565 and deed recorded July 10, 1918, in Book 98, of Deeds, page 488, Siskiyou County Records, lying Northeasterly of a line at right angles to the centerline of Southern Pacific Company's log unloading track at Engineer's Station 62+10.

EXCEPTING THEREFROM all minerals and mineral ores of every kind and character now know to exist and hereafter discover upon, within or underlying said land or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived therefrom together with the exclusive and perpetual right of ingress and egress beneath the surface of said land to explore fro, extract, mine and remove the same, and to make use of the said land beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels; provided however, that said Grantor, its successors and assigns, shall not use the surface of said land in the exercise of any of said rights, and shall not disturb the surface of said land or any improvements thereon as described in Deed dated March 27, 1968 recorded on June 25, 1968 in Book 560 of Official Records, page 526, Siskiyou County Records.

Assessor's Parcel No. 021-410-360, 020-391-120 & 060-201-041

Parcel 2:

That portion of the following described land lying in Section 1 and Section 2, Township 41 North, Range 5 West, M.D.M. hereinafter described:

All that portionof the West half of the Northwest one-quarter of Section 1, Township 41 North, Range 5 West, M.D.M.; the Northeast one-quarter and the Northeast one-quarter of the Southeast one-quarter of Section 2, Township 41 North, Range 5 West, M.D.M., lying Easterly and Southerly of the Southern Pacific Transportation Company 100 foot strip known as the Old Klamath Falls line as described in deed recorded July 10, 1918, in Book 98 of Deeds, page 488; Northerly of the Southern Pacific Transportation Company 200 foot strip as the Main Line to Ashland; Westerly and Northwesterly of the Westerly and Northwesterly lines of North Davis Avenue as described in Dedication to City of Weed, recorded April 10, 1964, in Book 501 of Official Records, Page 738, Siskiyou County Recorder's Office; and Northwesterly of the Northwesterly line of Mill Street as shown on the map of Weed Subdivision Unit No. 2 filed December 10, 1958, in Town Map Book 3, page 13, Siskiyou County Recorder's Office, including a small portion of Mill Street conveyed to International Paper Company by deed recorded January 14, 1966 in Book 525 of Official Records, page 59, Siskiyou County Records.

Assessor's Parcel No.: 021-080-130 (portion of) and 021-100-150

Parcel 3:

The North half of the Northeast one-quarter and the Northeast one-quarter of the Northwest one-quarter of Section 1, Township 41 North, Range 5 West, M.D.M.;

Excepting therefrom all that portion of the above described lands within the exterior boundaries of Weed Subdivision Unit No. 2 according to the map thereof filed December 10, 1982, in Town Map Book 3, pages 13 to 18, Siskiyou County Recorder's Office.

Also excepting therefrom Parcel No. 1 and Parcel No. 2 according to the Survey for International Paper Co., filed October 19, 1962, in Record Survey Book 3, page 101, Siskiyou County Recorder's Office.

Assessor's Parcel No.: 021-080-070 and 021-080-130 (portion of)

Parcel 4:

All that portion of the Southeast one-quarter and the East half of the Southwest one-quarter of Section 36, Township 42 North, Range 5 West, and the Northwest one-quarter of the Northwest one-quarter of Section 1, Township 41 North, Range 5 West, M.D.M., lying Northwesterly of the Northwesterly line of the Southern Pacific Company's 100 foot strip know as the Old Klamath Falls line as described in the deed recorded in Book 98 of Deeds, Page 488, Siskiyou County Recorder's Office.

Also all that portion of the Southwest one-quarter of the Southwest one-quarter of Section 36, Township 42 North, Range 5 West, M.D.M., described as follows:

Beginning at the Southeast corner of the Southwest one-quarter of the Southwest one-quarter of Section 36;
thence running North 580 feet to Union Street;
thence Southwest along Union Street 820 feet;
thence East 591 feet to place of beginning,
being all that portion of the Southwest one-quarter of the Southwest one-quarter of said Section 36 laying South and East of said Union Street running from the town of Weed to Carrick Creek.

EXCEPTING THEREFROM all that portion of the Southwest one-quarter of the Southwest one-quarter of said Section 36 lying Southeasterly of the Northwesterly line of the Southern Pacific Transportation Company's 100 foot strip known as the Old Klamath Falls line as described in deed recorded in Book 98 of Deeds, page 488, Siskiyou County Recorder's Office.

ALSO EXCEPTING THEREFROM, part of the Northeast one-quarter of the Southwest one-quarter of Section 36, Township 42 North, Range 5 West, M.D.M., described as beginning at a point one the Southerly right-of-way line of U.S. Highway No. 97 from which the Northwest corner of the Northeast one-quarter of the Southwest one-quarter of Section 36, Township 42 North, Range 5 West, M.D.M. bears North 302.97 feet;
thence South 615.8 feet to the Northerly right-of-way line of Angel Valley Road;
thence North 29°32' East 323.85 feet;
thence North 40°02' East 215.3 feet;
thence North 54°56' East 217.5 feet;
thence North 64°26' East 266.25 feet;
thence North 61°29' East 321.69 feet;
thence North 32°29' East 100 feet, more or less, to a point from which the Northeast corner of the Northeast one-quarter of the Southwest one-quarter of said Section 36 bears East 286.4 feet;
thence West 291.4 feet, more or less, to the Southeasterly right-of-way line of U.S. Highway No. 97;
thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway No. 97 and the

point of beginning.

ALSO EXCEPTING THEREFROM all that portion of the above described lands conveyed to the City of Weed for public streets as described in the deed dated September 6, 1972, recorded November 20, 1972, in Book 677, Official Records, page 576, Siskiyou County Recorder's Office.

ALSO EXCEPTING THEREFROM all that portion of the Northeast one-quarter of the Southwest one-quarter of Section 36, Township 42 North, Range 5 West, M.D.M., conveyed to the State of California for highway purposes by deed dated July 1, 1980, recorded September 3, 1980, in Book 896 Official Records, page 840, Siskiyou County Recorder's Office.

ALSO EXCEPTING THEREFROM all that portion of the Northeast one-quarter of the Southwest one-quarter of said Section 36 lying Northwesterly of the Southeasterly right-of-way line of U.S. Highway 97.

Assessor's Parcel No.: 020-390-110, 060-201-020, & 060-211-130

Parcel 5:

The South half of the Northeast one-quarter, the Southeast one quarter of the Northwest one-quarter, the Southeast one-quarter, and the East half of the Southwest one-quarter of Section 1, Township 41 North, Range 5 West, M.D.M., lying easterly of the following described line:

Beginning at the most notherly corner of the J.H. Baxter & Co. parcel as described in deed dated August 1, 1962, recorded August 3, 1962, in Book 478 Official Records, page 861, Siskiyou County Recorder's Office, and delineated on Record Survey Map filed October 19, 1962, in Record Survey Book 3, page 101;
thence South 51°31'21" East 451.43 feet;
thence South 40°45'07" East 150.92 feet;
thence South 45°26'28" East 292.03 feet;
thence South 44°28'46" West 28.02 feet;
thence North 45°28'51" West 203.91 feet;
thence South 10°13'48" West 449.69 feet;
thence South 78°33'56" West 1307.95 feet to the easterly line of Weed Subdivision Unit No. 2;
thence South 31°03'40" East 108.56 feet;
thence South 89°09'10" East 23.14 feet;
thence South 31°03'40" East 130.22 feet;
thence South 56°08'20" West 69.01 feet to the northerly corner of the Ball Park as delineated on map filed April 6, 1964, in Record Survey Book 4, page 27;
thence South 42°23'41" East 289.53 feet;
thence South 24°14'18" East 413.91 feet to the northerly corner of the Siskiyou Union High School district lot as described in deed recorded April 8, 1958, in Book 402 Official Records, page 438, Siskiyou County Recorder's Office;
thence South 29°29' East 816.00 feet;
thence South 43°39' West 489.74 feet to the northeasterly corner of Parcel 1 as disclosed on Parcel Map filed March 13, 1981, in Parcel Map Book 8, page 162, Siskiyou County Recorder's Office;
thence South 01°26'24" West 417.53 feet to the Southeast corner of said Parcel 1;
thence North 89°38'57" West 1374.67 feet to the Northwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 1;
thence southerly along the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 1 to the South line of said Section 1 and the termination of said line.

Assessor's Parcel No.: 021-080-130 (portion of), 060-361-040, 021-090-090 and 021-090-100

APN:

Mt. Shasta Title & Escrow Company
1252 S. Main Street
Yreka, CA 96097
(530)842-4333

INCOMING DOMESTIC WIRE INSTRUCTIONS

PAYABLE TO: Mt. Shasta Title & Escrow Company

BANK:

ADDRESS: ,

ACCOUNT NO:

ROUTING NUMBER:

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 020-390-110, 120, 020-410-360, 021-080-070, 130, 021-090-090, 110, 021-100-150, 060-201-020, 041, 060-211-130 & 060-361-040, CA

FILE NUMBER: 4703-4841067 (td)

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **Mt. Shasta Title & Escrow Company**. **FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY YOUR ESCROW OFFICER AT **(530)842-4333** OR WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

AN ACH TRANSFER CANNOT BE ACCEPTED FOR CLOSING, BECAUSE IT IS NOT THE SAME AS A WIRE AND REQUIRES ADDITIONAL TIME FOR CLEARANCE.

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

ALL WIRES WILL BE RETURNED IF THE FILE NUMBER AND/OR PROPERTY REFERENCE ARE NOT INCLUDED

With cyber crimes on the increase, it is important to be ever vigilant. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local Mt. Shasta Title & Escrow Company Office for more details.

Book 96 Deeds

THIS AGREEMENT, Made this 30th day of January A.D. 1917, by and Between Weed Lumber Company, a corporation the party of the first part and the California-Oregon Power Company, a corporation, duly organized under the laws of the State of California, the party of the second part.

COMPARED WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, Gold Coin of the United States to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey to said party of the second part a right of way for its poles and wire lines across that certain real property, situated in Siskiyou County, California, crossing land as shown by attached plat, known as Exhibit "A", and more particularly described as follows:-

Beginning at a point which bears West 98.3 feet from the quarter section corner common to Sections Thirty one (31) and Thirty-six (36) Township 42 North Range four (4) and five (5) West., then South 0 degrees 37' West, 10,590.4 feet to a point from which the quarter section corner common to sections seven (7) and twelve (12) township forty-one (41) North Range four (4) and five (5) West, bears East 156.5 feet.

Said strip to extend fifty (50) feet on East side and twenty-five (25) feet on West side of above described line.

Said second party shall have the right to dig holes for and erect its poles, cross-arms and wires along said line and to maintain the same, and to cut all brush and trees therefrom and at all times to enter said premises and to do what is reasonable, proper and necessary thereon; and to maintain gates at all fences crossed by said lines and keep private locks thereon, and to permit no one except employees of the said second party to enter therein. Said first parties, however, reserving the right to cultivate said right of way, and otherwise use and enjoy the same. The party of the second part agrees to reset any pole or poles, the moving of which may be necessary on account of mining operations by said parties of the first part, on notice duly given.

This grant is subject to the provisions of that certain deed of trust by and between the party of the first part and First Trust and Savings Bank of Chicago, Illinois, and Emile K. Boisot, dated November 1, 1910.

IN WITNESS WHEREOF: the said Weed Lumber Company, the party of the first part, has caused its corporate name and seal to be hereunto subscribed and affixed by its officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered }
in the presence of } Weed Lumber Company (seal)
} By E. H. Cox, Prest.
By A. E. Tillman, Secty.

Witness: M. L. Johnson,
Hortense Gardner
O.K. J. O. Johnson,

State of California, }
City and County of San Francisco } ss.

On this 2nd day of February in the year One Thousand Nine Hundred and seventeen before me, Hortense Gardner, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared E. H. Cox and A. E. Tillman known to me to be the President and Secretary, respectively of Weed Lumber Company the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate above written.

(seal) Hortense Gardner, Notary Public
In and for the City and County of San Francisco,
State of California. 311 Mills Building,
Phone Sutter 2491.

My commission expires August 23rd, 1919.

Recorded at request of Calif-Oregon Power Co., Mar 6, 1917, at 2 min past 9 o'clock A.M.

Alice M. Yonacsig

County Recorder.

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THIS INDENTURE, Made the 15th day of July, in the year of our Lord one thousand nine hundred sixteen, between MARY W. FAIRCHILD of San Jose, California, as party of the first part, and ROLLIN A. FAIRCHILD, of the same place, as party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the said Town of Yreka City, County of Siskiyou, State of California, and bounded and particularly described as follows, to-wit:

COMPARED

All of Lot Number One (1), of Block number three (3) as designated and described on the Official Map of the Town of Yreka City, now on file in the office of the County Recorder of Siskiyou County, California, less a strip one hundred (100) feet wide off the West side thereof, now owned by C. V. Gleason.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

(seal) Mary W. Fairchild

Signed, Sealed and Delivered in
Presence of :

J. N. Valine,

A. E. Valine,

State of California, }
County of Santa Clara, } ss.

On this 3rd day of March in the year one thousand nine hundred and seventeen before me, John N. Valine, a Notary Public, in and for the County of Santa Clara, personally appeared Mary W. Fairchild known to me to be the person whose name his

Book 98 Deeds

W. H. Singer 6-6-18
Contract Attorney

Form Approved:
Wm F. Herrin 6-6-18
Vice Pres. & Chief Counsel

Correct as to description:
William Bond
D.E.B. Chief Engineer S.P. Co.

State of California }
City and County of San Francisco } ss On this 5th day of June in the year One Thousand Nine Hundred and eighteen before me, Hortense Gardner, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared E. H. Cox and A. E. Tillman known to me to be the President and Secretary, respectively of Weed Lumber Company the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official seal at my Office in the City and County of San Francisco, the day and year in this certificate first above written. (seal) Hortense Gardner,
Notary Public in and for the City and County of San Francisco, State of California.
311 Mills Building, Phone Sutter 2491.

My commission Expires August 22rd, 1919.
50¢ I. R. Canceled.

Recorded at Request of Southern Pacific Company, July 10, 1918, at 54 min past 8 o'clock. A.M.

Alice M. Young
County Recorder.

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WEED LUMBER COMPANY, a corporation, organized and existing under the laws of the State of California, in consideration of Ten Dollars ($10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant CENTRAL PACIFIC RAILWAY COMPANY, a corporation, organized and existing under the laws of the State of Utah, an easement for railroad purposes, insand to all that real property situate in the County of Siskiyou, State of California, described as follows:

COMPARED

A strip or tract of land situate in the Northwest quarter of Section 1, and in the Northeast quarter of Section 2, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, that is 17 feet wide, lying equally 8.5 feet on each side of the center line of a railroad spur track particularly described as follows, to-wit:

Beginning at a point in said Northeast quarter of said Section 2 that bears North 89° 57' East, a distance of 380.77 feet to the one-quarter section corner common to said Sections 1 and 2, said point of beginning is also a point on the Northeasterly boundary line of the right of way of the Central Pacific Railway Company and is distant 100 feet measured Northeasterly at a right angle from a point on the center line of the Central Pacific Railway Com-

pany's constructed main line railroad extending from Red Bluff to Ashland, known as Engineer Survey Station 8761+47.8; thence Northwesterly on a curve to the right having a radius of 1041.04 feet, a distance of 99 feet to a point, tangent to above mentioned curve at said point of beginning bears North 31° 10-½' West; thence Northwesterly and Northerly on a curve to the right having a radius of 881.59 feet, a distance of 350 feet to a point; thence Northerly and Northeasterly on a curve to the right having a radius of 716.34 feet, a distance of 400 feet to a point; thence Northeasterly on a curve to the right having a radius of 573.14 feet, a distance of 265 feet to a point; thence Northeasterly in a straight line tangent to last mentioned curve, a distance of 353.8 feet to a point; thence Northeasterly on a curve to the right having a radius of 573.14 feet, a distance of 318.2 feet to a point in said Northwest quarter of said Section 1.

The above described strip or tract of land contains an area of 0.649 of an acre more or less.

ALSO: A strip or tract of land situate in the Northeast quarter of Section 2, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, that is 17 feet wide, lying equally 8.5 feet on each side of the center line of a railroad spur track particularly described as follows, to-wit:

Beginning at a point on the Northeasterly boundary line of the right of way of the Central Pacific Railway Company that is distant 100 feet measured at a right angle Northeasterly from a point on the center line of the Central Pacific Railway Company's constructed main line railroad extending from Red Bluff to Ashland, known as Engineer Survey Station 8761+86.9, said point of beginning also bears South 87° 03' East a distance of 421.6 feet to the one quarter section corner common to Sections 1 and 2, Township and Range aforesaid; thence Northwesterly on a curve to the right having a radius of 955.04 feet a distance of 143 feet to a point, tangent to above mentioned curve at said point of beginning bears North 36° 51-½' West; thence Northwesterly on a curve to the right having a radius of 716.34 feet, a distance of 215 feet to a point; thence Northwesterly, Northerly and Northeasterly on a curve to the right having a radius of 477.58 feet, a distance of 360 feet to a point; thence Northeasterly in a straight line tangent to last mentioned curve, a distance of 325 feet to a point; thence Northeasterly on a curve to the right having a radius of 1146.01 feet, a distance of 288 feet to a point.

The last above described strip or tract of land contains an area of 0.515 of an acre, more or less.

ALSO: A strip or tract of land situate in the Northeast quarter of Section 2, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, that is 17 feet wide lying equally 8.5 feet on each side of the center line of a railroad spur track particularly described as follows, to-wit:

Beginning at a point on the Northeasterly boundary line of the right of way of the Central Pacific Railway Company that is distant 100 feet measured at a right angle Northeasterly from a point on the center line of the Central Pacific Railway Company's constructed main line railroad extending from Red Bluff to Ashland, known as Engineer Survey Station 8762+65.6, said point of beginning, also bears South 83° 55' East, a distance of 507.7 feet to the one quarter section corner common to Sections 1 and 2, Township and Range aforesaid; thence Northwesterly, Northerly and Northeasterly on a curve to the right having a radius of 573.14 feet, a distance of 706.5 feet to a point, tangent to aforesaid curve at said point of beginning bears North 38° 10-½' West; thence Northeasterly in a straight line tangent to last mentioned curve a distance of 219.4 feet to a point; thence on a curve to the right having a radius of 1146.01 feet, a distance of 300 feet to a point.

The last above described strip or tract of land contains an area of 0.478 of an acre, more or less. The total area of the three above described strips or tracks of land is 1. 642 acres, more or less.

It is expressly covenanted and agreed that said Central Pacific Railway Company will grant or cause to be granted, a license permitting existing pipe lines, water ways, electric light lines, power lines and encroachment of factory warehouse and platform to remain in their present locations upon the above described property.

It is also expressly covenanted that no car or cars will at any time be spotted within the 200 foot clear space of the existing factory building of Grantor, which factory building abuts the last described strip of land.

This grant is made upon the express condition that the above described premises will revert to Grantor upon abandonment of said premises for railroad purposes by Grantee, its successors or assigns, and the removal by Grantee of all railroad tracks and appurtenances thereto.

TO HAVE AND TO HOLD, to said Grantee, its successors and assigns forever, subject to the conditions herein set forth.

IN WITNESS WHEREOF, the WEED LUMBER COMPANY, has caused these presents to be executed by its officers thereunto duly authorized on this 28th day of February, 1918.

(seal) WEED LUMBER COMPANY

By E. H. Cox,
President

By A. E. Tillman,
Secretary.

Terms Correct:
A. L. Hayden,
Contract Agent

Form Correct:
W. H. Singer, 4-16-16
Contract Attorney

Form Approved:
Wm F. Herrin 4-16-16
Vice Pres. & Chief Counsel

Correct as to description
William Hood
Chief Engineer S.P. Co.

DRB

STATE OF CALIFORNIA, }
City and County of San Francisco } ss. On this 26th day of June in the year One Thousand Nine Hundred and eighteen before me, Hortense Gardner, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared E.H. Cox and A.E. Tillman known to me to be the President and Secretary, respectively of Weed Lumber Company the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(seal) Hortense Gardner, Notary Public
In and for the City and County of San Francisco, State of California, 311 Mills Building, Phone Sutter 2491

My commission Expires August 22rd, 1919.

50/ I. R. Canceled.

Recorded at Request of Southern Pacific Company, July 10, 1918, at 55 min past 8 o'clock. A.M.,

Alice M. Young

County Recorder.

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known to me to be the Vice President and T.H.Wilson, known to me to be the Asst. Secretary of the United States Trust Company of New York, the corporation described in and that executed the within instrument and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County and State, the day and year in this certificate first above written.

(SEAL) H.S.Schaper.

Notary Public, in and for the County of New York, and State of New York.

My commission expires March 30, 1926.

Recorded at Request of Calif. Oreg. Power Co., Nov. 18, 1925 at 34 min. past 8 o'clock A.M.,

ALICE M. YOUNG,

COUNTY RECORDER.

Book 114 Deeds

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COMPARED

1693

THIS INDENTURE, made this 20th. day of September, A.D. 1925, by and between Weed Lumber Company, a California corporation, party of the first part, and The California Oregon Power Company, a California corporation, party of the second part,

WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of the second part, its successors and assigns, may see fit, over, along, across and upon the lands of said party of the first part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be as described below; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein, and shall use due care and diligence to keep said gates locked when not in use.

The said lands of said party of the first part, above mentioned, are situate in the County of Siskiyou, State of California, and are particularly described as follows:

Right of way for Transmission Line through sections 1 and 2 in T. 41 N., R. 5 W., W.D.M., which right of way is twenty-five (25) feet on each side of a center line described as follows:

Beginning at a point in the center of the north line of the old Weed Substation lot from which point the section corner common to sections 1 and 2, T. 41 N.R. 5 W. W.D.M. and sections 35 and 36, T. 42 N.R. 5 W., W.D.M., bears N. 70° 55' E. twenty-five (25) feet and N. 42° 17' W. two thousand eight hundred seventy-eight (2878) feet, running thence N. 19° 25' W. one hundred thirty-eight (138) feet; thence N. 3° 36' E. one hundred fifty (150) feet; thence N. 24° 38' E. one thousand eight hundred and three (1803) feet; thence N. 42° 30' E. one hundred twenty-five (125) feet; thence N. 59° 5' E. one hundred forty-two (142) feet; thence N. 75° 20' E. one hundred fifteen (115) feet; Thence S. 87° 45' E. six hundred sixty (660) feet; thence S. 81° 30' E. one hundred thirty-seven (137) feet; thence S. 75° 30' E. one hundred thirty-seven (137) feet; thence S. 77° 25' E. eight hundred thirty-eight and three tenths (838.3) feet; thence S. 59° 25' E. one thousand nine hundred fifty (1950) feet; thence S. 62° 35' E. one hundred twenty-one (121) feet; thence S. 87° 45' E. two thousand seven hundred eight (2708) feet; thence N. 86° 45' E. two hundred fourteen (214) feet to pole No. 1396 on Transmission Line 8 containing 10.60 acres, more or less.

PROVIDED, that whenever in the judgment of the party of the first part it shall be necessary to remove any of the property of the party of the second part hereby permitted to be placed on the above described premises from said premises, or any part thereof, in order to permit the proper and convenient conduct of the operations of the party of the first part on or near said premises, such removal shall be effected by the party of the second part at its own cost and expense and without charge to the party of the first part, and the party of the first part shall permit the party of the second part to erect and maintain such property or its equivalent on other premises of the party of the first part to be designated by the party of the first part.

IN WITNESS WHEREOF, the party of the first part has executed these presents on the day and year first hereinabove written.

Approved as to form
By C.E.L.

(SEAL) WEED LUMBER COMPANY,

J.M.White Witness By J.D.Tennant Vice President
... . Witness By D. Binford Assistant Secretary

STATE OF WASHINGTON,
County of Cowlitz } ss.

On this 30 day of Sept., 1925, before me, personally appeared J.D.Tennant, to me known to be the Vice President of Weed Lumber Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument.

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

(SEAL) Alex Ray

Notary Public, in and for the State of Washington, residing at Longview.

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO. } ss.

On this 15th. day of October, 1925, before me, personally appeared D.Binford, to me known to be the Assistant Secretary of Weed Lumber Company, the corporation

that executed the within and foregoing instrument, and acknowledged the 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 she was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(SEAL) Laura E.Hughes

Notary Public, in and for the State of California, residing at San Francisco.

My commission will expire May 16, 1929.

Recorded at Request of Calif. Oreg. Power Co., Nov. 12, 1925 at 55 min. past 8 o'clock A.M.,

ALICE M. YOUNG,

COUNTY RECORDER.

(See Blueprint on file.)

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1694

THIS INDENTURE, made this 30th. day of September, A.D. 1925, by and between Weed Lumber Company, a California corporation, party of the first part, and The California Oregon Power Company, a California corporation, party of the second part,

WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of the second part, its successors and assigns, may see fit, over, along, across and upon the lands of said party of the first part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be as described below; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace-poles; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein, and shall use due care and diligence to keep said gates locked when not in use.

The said lands of said party of the first part, above mentioned, are situate in the County of Siskiyou, State of California, and are particularly described as follows:

Right of way for Transmission Line through section 6, T. 41 N., R. 4 W., M.D.M.

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and Section 1, T. 41 N.R. 5 W., M.D.M. one hundred (100) feet wide, fifty (50) feet on each side of a center line described as follows:

Beginning at Engineer's Station 2031 plus 69.9 which bears S. 89° 55' W. five hundred fifteen (515) feet from the quarter corner between sections 6 and 7, T. 41 N., R. 4 W., M.D.M., thence N. 25° 15' W. four thousand nine hundred six and four tenths (4906.4) feet; thence N. 0° 41' E. eight hundred ninety three (893) feet more or less to approximately Engineer's Station 1973 plus 70.5 which bears West fifty (50) feet more or less from the section corner common to section 1, T. 41 N., R. 5 W., M.D.M., section 6 T. 41 N., R. 4 W., M.D.M., section 31, T. 42 N., R. 4 W., M.D.M., and section 36, T. 42 N., R. 5 W. M.D.M., containing 15.51 acres more or less.

PROVIDED, that whenever in the judgment of the party of the first part it shall be necessary to remove any of the property of the party of the second part hereby permitted to be placed on the above described premises from said premises, or any part thereof, in order to permit the proper and convenient conduct of the operations of the party of the first part on or near said premises, such removal shall be effected by the party of the second part at its own cost and expense and without charge to the party of the first part, and the party of the first part shall permit the party of the second part to erect and maintain such property or its equivalent on other premises of the party of the first part to be designated by the party of the first part.

IN WITNESS WHEREOF, the party of the first part has executed these presents on the day and year first hereinabove written.

(SEAL) WEED LUMBER COMPANY,
By J.D.Tennant Vice President
By D.Binford Assistant Secretary
Approved as to form
By C.E.L.

J.M.White Witness.
..... Witness

STATE OF WASHINGTON,
COUNTY OF COWLITZ. } ss.

On this 30 day of Sept. 1925, before me, personally appeared J.D.Tennant, to me known to be the Vice President of Weed Lumber Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument.

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

(SEAL) Alex Hay

Notary Public in and for the State of Washington, residing at Longview.

STATE OF CALIFORNIA,
City and County of San Francisco. } ss.

On this 15th. day of October, 1925, before me, personally appeared D. Binford, to me known to be the Assistant Secretary of Weed Lumber Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 she was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(SEAL) Laura E.Hughes

Notary Public, in and for the State of California, residing at San Francisco.

My commission will expire May 16, 1929.

Recorded at Request of Calif. Oreg. Power Co., Nov. 12, 1925 at 35 min. past 3 o'clock P.M.,

ALICE M. YOUNG

COUNTY RECORDER.

(See Blueprints on file.)

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1698

IN THE SUPERIOR COURT, COUNTY OF SISKIYOU,

STATE OF CALIFORNIA.

In the Matter of the Estate,

of

Arthur Thomas, Deceased.

ORDER ASSIGNING WHOLE ESTATE TO WIDOW.

It appearing to the satisfaction of the Court, that a verified petition having been filed, and notice of the order requiring all persons interested in said estate to appear on the 9th. day of November, 1925, to show cause why the whole of the estate should not be assigned for the use and support of the family of the deceased, to-wit: his widow, has been duly given as required by law, and by the order of the Clerk of this Court, and that the net value of the whole estate of said deceased does not exceed the sum of twenty-five hundred dollars, and the expenses of the last illness of said deceased, funeral charges and expenses of administration have been paid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the whole of the estate of Arthur Thomas, deceased, be, and the same is hereby assigned to, and that the title thereof shall vest absolutely in Marsylle Thomas, the widow of said decedent, subject to whatever mortgages, liens, or encumbrances that may have been thereon, at the time of the death of said decedent. The said property consists of the following personal property, and real estate, described in the Inventory, to-wit:

Cash deposited in the Butte Valley State Bank, at Dorris, California in the sum of $65.00; 20 head of stock cattle valued at $500.00; 4 head of work horses, valued at $200.00; one old set of double harness valued at $5.00; Farming implements, consisting of, one mowing machine, one light wagon, 1 two section harrow, and one walking plow all valued at $25.00.

Real estate, described as follows: Lots 3 and 4, and the South East quarter of the North West quarter of Section 5; Lot One (1) of Section Six (6), Township 45 North, Range 2 East, and South half of South East quarter of Section Thirtyone (31), Township 46 N.R. 2 E., M.D.M., with improvements thereon, valued at the sum of $600.00.

Done in open Court this 12th. day of November, 1925.

C. J. Luttrell
Judge

Endorsed: Filed November 12th, 1925.
W. J. Neilon, Clerk
By E. J. Neilon, Deputy.

Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ETTIE N. YONGE, (formerly Ettie N. Clayton) and M.F. YONGE, her husband, known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

James D. Fairchild,
Notary Public in and for the County of Siskiyou,
(Seal) State of California.

Recorded at request of C.E. Butler, July 28, 1927, at 27 min. past 3 o'clock P.M.
KATE L. RICKEL,
County Recorder.

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COMPARED
485

THIS INDENTURE, made this 14th day of July, A.D. 1927, by and between The Long-Bell Lumber Company, a Missouri corporation, party of the first part, and The California Oregon Power Company, a California corporation, party of the second part,

W I T N E S S E T H

That said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of the second part, its successors and assigns may see fit, over, along, across and upon the lands of said party of the first part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings, and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be as described below; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles; the party of the second part, its successors and assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein, and shall use due care and diligence to keep said gates locked when not in use.

The said lands of said party of the first part, above mentioned, are situate in the County of Siskiyou, State of California, and are particularly described as follows:

Right of way for Transmission Line through the S.E. 1/4 Section 36, T. 42, N., R. 5 W.M.D.M. and more particularly described as follows: Beginning at Engineer's Station 1975 plus 70.5 West 50 feet more or less from the Southeast corner of Section 36, T. 42 N., R. 5 W.M.D.M. thence West 100 feet along the Section Line between Section 1, T. 41 N.R. 5 W. M.D.M. and Section 36, T. 42 N.R.5 W.M.D.M. , thence North 89° 55' E. 2685 feet to Engineer's Station 1947 plus 58.5 thence East 85.5 feet to the 1/4 corner, thence South along the Section Line between the S.E. 1/4 of Section 36, T. 42 N., R. 5 W.M.D.M and the S.W. 1/4 of Section 31, T. 42 N.,R.4 W. M.D.M. containing 5.7 acres more or less.

PROVIDED, that whenever in the judgment of the party of the first part it shall be necessary to remove any of the property of the party of the second part hereby permitted to be placed on the above described premises from said premises, or any part thereof, in order to permit the proper and convenient conduct of the operations of the party of the first part on or near said premises, such removal shall be effected by the party of the second part at its own cost and expense and without charge to the party of the first part, and the party of the first part shall permit the party of the second part to erect and maintain such property or its equivalent on other premises of the party of the first part to be designated by the party of the first part.

IN WITNESS WHEREOF, the party of the first part has executed these presents on the day and year first hereinabove written.

C.K.F.Conly
Witness

Paul L. Mitten
Witness.

(SEAL)

THE LONG-BELL LUMBER COMPANY
By J.D. Tennant
Vice President
By L.C. Steth
Asst. Secretary.

Approved July 8-1927
J.M. White,
E.K.F.

Approved as to form
C.H.P.

STATE OF WASHINGTON }
COUNTY OF COWLITZ } SS

On this 14th day of July, 1927, before me personally appeared J.D. Tennant, to me known to be the Vice President of the Long-Bell Lumber Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument.

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

Mildred Meahe
Notary Public in and for the State of
Washington, County of Cowlitz.

(Seal)

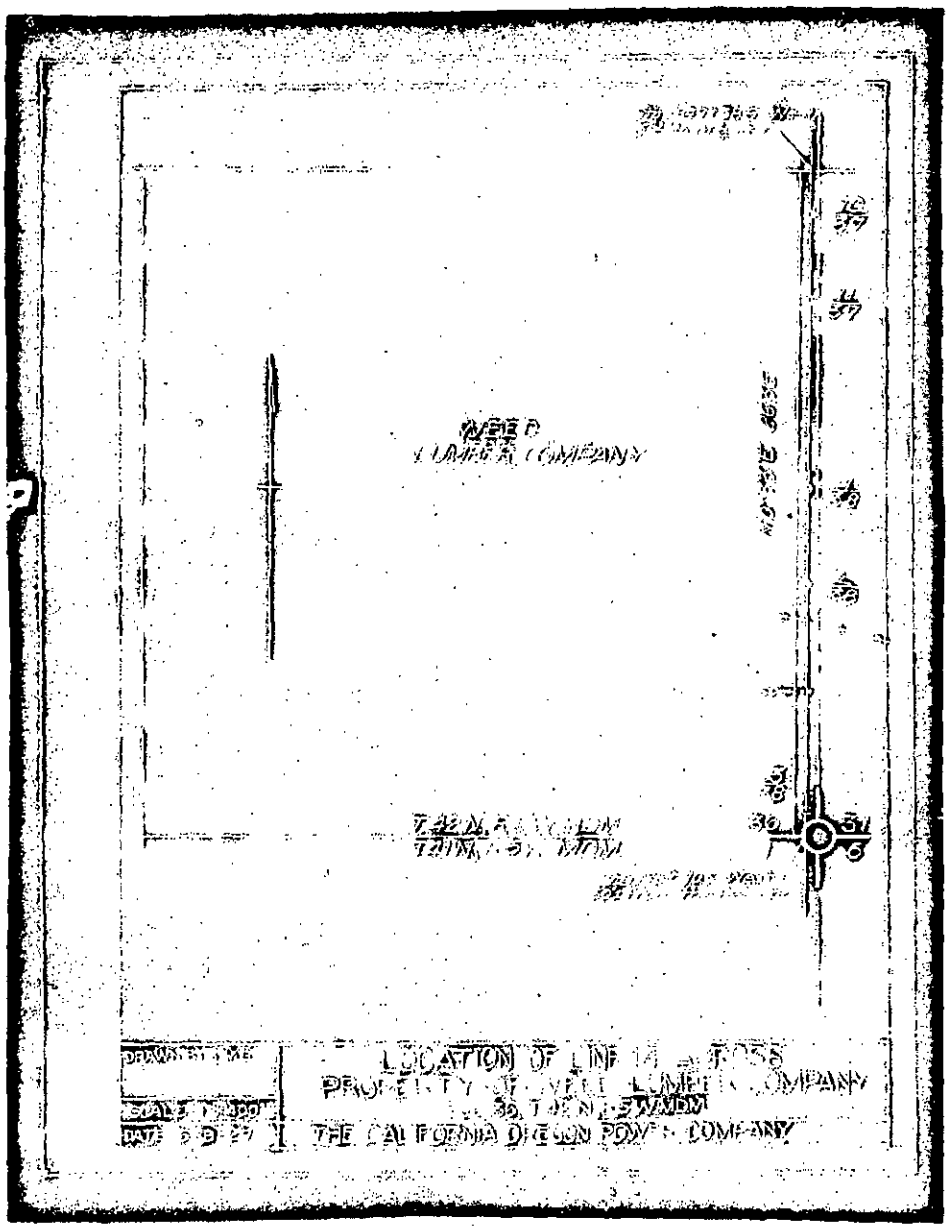
STATE OF WASHINGTON }
COUNTY OF COWLITZ } SS

On this 14th day of July, 1927, before me personally appeared L. C. Steth, to me known to be the Asst. Secretary of the Long Bell Lumber Company , the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Mildred Meabs,
Notary Public in and for the State of
Washington, County of Cowlitz, Residing
at Longview, Wash.
My commission will expire.....

(Seal)



Recorded at request of California Oregon Power Co., July 20,1927, at 20 min. past 4 o'clock P.M.

MAYE L. BICKEL,

County Recorder.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Mildred Meake,
Notary Public in and for the State of
Washington, County of Cowlitz, Residing
at Longview, Wash.
My commission will expire.....

(Seal)

Recorded at request of California Oregon Power Co., July 20,1927, at 25 min. past 9 o'clock A.M.

KATE L. BICKEL,
County Recorder.

COMPARED

3707

GRANT OF RIGHT OF WAY

THIS INDENTURE, made this Thirteenth day of January A. D., 1941, by and between THE LONG-BELL LUMBER COMPANY, a Missouri Corporation party of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part,

WITNESSETH: That said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant unto said party of the second part, its successors and assigns, the right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of second part, its successors and assigns, may see fit, over, along, across and upon the lands of said party of the first part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles, towers and wires suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, and wires for the telephone purposes of said party of the second part, its successors and assigns; said right of way to be 50 feet wide, 25 feet on each side of the pole line as surveyed, or as hereafter constructed; also, to remove the trees and make the clearing necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and brace poles; the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to no one save employees of the party of the second part, its successors or assigns, to enter therein.

The said lands of said party of the first part, above mentioned, are situate in the County of Siskiyou State of California, and are particularly described as follows: commencing at a point from which the corner common to Sections 1 and 2, Township 41 North, Range 5 West and Sections 35 and 36, Township 42 North, Range 5 West, bears North 43° 58' West a distance of 2910 feet more or less thence running North 85° 04' West a distance of 203 feet, thence North 2° 04' West a distance of 665 feet.

IN WITNESS WHEREOF, the party of the first part has executed these presents on the day and year first hereinabove written.

A. L. Bogan
Witness
Irene Huffman
Witness

(CORPORATE SEAL)

.....
J. D. Tennant
Vice President

Approved
J. M. White
1/24-1941

Form 578 500-3-37

No documentary stamps required
O. D. M.

STATE OF Washington }
County of Cowlitz } ss.

On this 13th day of January A. D., 1941, before me J. O. Kudlacek Notary Public in and for said county and state, appeared J. D. Tennant to me personally known, who, being duly sworn did say that he is the Vice President of The Long-Bell Lumber Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. D. Tennant acknowledged said instrument to be free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this day and year first in this, my certificate, written.

(SEAL) J. O. Kudlacek

Notary Public in and for the County of Cowlitz State of Washington.

My commission expires March 17, 1944.

Recorded at Request of CALIFORNIA OREGON POWER CO. FEB 13 1941 at 40 min. past 9 o'clock A. M.

KATE L. BICKEL County Recorder

By Effie Hamilton Deputy

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COMPARED
3798

Form 577 2000-6-40 GRANT OF RIGHT OF WAY

THIS AGREEMENT, made this Thirteenth day of January A. D., 1941 by and between THE LONG-BELL LUMBER COMPANY, a Missouri Corporation party of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey to said party of the second part, its successors and assigns, a right of way for its pole and wire lines and other facilities for the transmission and distribution of electricity, also the right to remove the trees and make the clearing necessary or desirable for the purpose aforesaid, across that certain real property, situated in Siskiyou County, State of California, and more particularly described as beginning at a point from which the Corner common to Sections 1 and 2, Township 41 North, Range 5 West and Sections 35 and 36, Township 42 North, Range 5 West bears North 41° 52' East a distance of 2980 feet, thence running South 72° 35' West a distance of 47 feet, thence South 1° 04' West a distance of 354 feet.

Said right of way to be 12 feet wide, 6 feet on each side of the pole and wire line as now surveyed through said premises or hereafter constructed.

Said party of the first part grants to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand and seal, on the day and year first above.

WITNESSES (CORPORATE SEAL) J. D. Tennant (Seal)
Vice President

A. L. Bogan

Irene Huffman

Approved J. M. White 1/24-1941

No documentary stamps required.
OGE

State of Washington }
County of Cowlitz } ss.

On this 13th day of January A. D., 19 1941, before me J. O. Kudlacek Notary Public in and for said County and State, appeared J. D. Tennant to me personally known, who, being duly sworn, did say that he is the Vice President of The Long-Bell Lumber Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. D. Tennant acknowledged said instrument to be the free act and deed of said corporation.

6192 VOL 437 PAGE 551

GRANT OF RIGHT OF WAY

INTERNATIONAL PAPER COMPANY, a New York corporation, hereinafter referred to as "INTERNATIONAL", does hereby grant to THE CALIFORNIA OREGON POWER COMPANY, a California corporation, hereinafter referred to as "COPCO", its successors and assigns, a right of way for pole and wire lines and other facilities for the transmission and distribution of electricity and the transmission of communication and control signals, including the right to remove or trim trees in said right of way and trim those trees outside of the right of way which may contact the wire lines by encroaching on the right of way, on easements reserved in the Plats of Weed Subdivision Unit No. 1, Unit No. 1-A, Unit No. 2 and Unit No. 3, recorded in Book 3 of Town Maps at pages 5 to 23, Records of Siskiyou County, California, and across certain real property owned by INTERNATIONAL, all situated in Siskiyou County, State of California, and more particularly described as being located in Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, the East 1/2 of Section 2, Township 41 North, Range 5 West, Mount Diablo Meridian and the Southeast 1/4 of Section 35, Township 42 North, Range 5 West, Mount Diablo Meridian, wherein are now situated the specified electrical distribution facilities which are being sold by INTERNATIONAL to COPCO as evidenced by a Bill of Sale dated this date.

Said right of way shall be of the width designated in said Plats and on other property 20 feet wide, 10 feet on each side of the pole and wire lines as now installed through said premises.

INTERNATIONAL grants to COPCO the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of COPCO's electrical and transmission equipment,

but reserves the right to cultivate said right of way.

Nothing herein contained shall be construed as making COPCO an operator, owner or person in possession or in control of land as defined by the Public Resources Code of the State of California.

Executed at Longview, Washington, this 12th day of February, 1960.

RECORDED AT REQUEST
CALIFORNIA-OREGON POWER CO.
Yreka, Calif.
1960 MAR 10 PM 2:22
OFFICIAL RECORDS
VOL. 437 PAGE 551
SISKIYOU COUNTY, CALIF.
Fee 2.80 paid

INTERNATIONAL PAPER COMPANY

By J. D. Leland
Vice President

Attest:

Assistant Secretary

STATE OF WASHINGTON }
County of Cowlitz } ss.

On this 12th day of February, 1960, before me, JERRY A. HOUSTON, a Notary Public in and for the said County and State, appeared J. D. Leland to me personally known, who, being duly sworn, did say that he is the Vice President of INTERNATIONAL PAPER COMPANY, a New York corporation, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. D. Leland acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for the State of Washington, residing at Longview.
My Commission expires 9-6-62

6836 VOL 439 PAGE 289

GRANT OF RIGHT OF WAY Job Order Y-1347

THIS AGREEMENT, made this 4th day of April, A.D. 1960, by and between INTERNATIONAL PAPER COMPANY, LONG-BELL DIVISION, a New York Corporation party of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant to said party of the second part, its successors and assigns, a right of way for its pole and wire lines and other facilities for the transmission and distribution of electricity and the transmission of communication and control signals; - - - - - - also the right to remove or trim trees in said right of way, and trim those trees outside of the right of way, which may contact the wire lines by encroaching on the right of way; Also the right to install guys and anchors outside of said right of way and make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Siskiyou County, State of California and more particularly described as

(1) The following parcels located in Weed Subdivision Unit No. 1:
Block 4, Lot 5 — Block 7, Lots 2, 3, 10 and 14
Block 5, Lot 3 — Block 1, Lot 5
Block 9, Lots 1, 3 and 4.

(2) Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), of Section Two (2), Township Forty-one (41) North, Range Five (5) West, M.D.M.

(3) Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section One (1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Said right of way will vary in width from place to place but shall not exceed 20 feet in width, 10 feet on each side of the pole and wire lines as now surveyed through said premises. The exact widths are shown on the map of first party entitled "Rebuild Section IV and III, Weed Distribution" Y-13x7, dated February 25, 1960.

Said party of the first part grants to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

Nothing herein contained shall be construed as making the party of the second part an operator, owner or person in possession as defined by the Forestry Code of the respective States of either Oregon or California, whichever State may be the one wherein the premises, which are the subject matter hereof, are located.

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand and seal, on the day and year first above written.

INTERNATIONAL PAPER COMPANY,
Long-Bell Division

Witness — By H. H. Kelsey (Seal)

Witness — By: (Seal)

RECORDED AT REQUEST OF Calif.Ore.Power Co.
AT 8 MIN. PAST 11 A.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
APR 7 1960
Vol. 439 Page 289
RECORDER Ernest Johnson FEE $ 2.00 paid (Yreka, Cal.)

STATE OF WASHINGTON, County of Cowlitz.) ss.

On this 4th day of April 1960, before me personally appeared R. Tufferet to me know to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Grace A. Lyon
Notary Public in and for the State of Washington

My Commission Expires 10-27-62

VOL 441 PAGE 118 GRANT OF RIGHT OF WAY 7578 Y 1346

THIS AGREEMENT, made this 3 day of May, A.D. 1960, by and between INTERNATIONAL PAPER COMPANY, LONG-BELL DIVISION, a New York Corporation party of the first part, and THE CALIFORNIA OREGON POWER COMPANY, a California corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant to said party of the second part, its successors and assigns, a right of way for its pole and wire lines and other facilities for the transmission and distribution of electricity and the transmission of communication and control signals; - - also the right to remove or trim trees in said right of way, and trim those trees outside of the right of way, which may contact the wire lines by encroaching on the right of way; Also the right to install guys and anchors outside of said right of way and make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Siskiyou County, State of California and more particularly described as

(1) The following parcels located in Weed Subdivision Unit No. 2:

Block 1, Lot 1	Block 8, lots 1 & 6
Block 4, Lots 6, & 19	Block 9, lots 1, 3 & 6
Block 5, Lot 6	Block 11, Lot 1
Block 6, Lot 4	Block 14, Lots 6, 14, 15, 16 & 17
Block 7, Lots 1, 8 & 10	Block 15, Lots 19 & 20

(2) The following parcels located in Weed Subdivision Unit No. 3:

Block 4, Lot 1	Block 6, Lots 3 & 5
Block 1, Lot 2	Block 7, Lots 1, 11, 14, 16 & 17
Block 3, Lot 1	Block 8, Lots 13

(3) South Half (S½) of the Southeast Quarter (SE¼) of Section Thirty-five(35), Township Forty-two (42) North, Range Five (5) West, M.D.M.

Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Two(2), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section One(1), Township Forty-one (41) North, Range five (5) West, M.D.M.

Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section One(1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section One(1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section One(1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section One(1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section One(1), Township Forty-one (41) North, Range Five (5) West, M.D.M.

Said right of way will vary in width from place to place but shall not exceed 20 feet in width, 10 feet on each side of the pole and wire lines as now surveyed through said premises. The exact widths are shown on the map of first party entitled - "Rebuild Portion Weed Distribution (International Paper Company Purchase) J.O.Y-1346 - Sheet #1 and 2 dated 3-21-60 - Sheet #3 dated 4-7-60.

Said party of the first part grants to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

Nothing herein contained shall be construed as making the party of the second part an operator, owner or person in possession as defined by the Forestry Code of

the respective States of either Oregon or California, whichever State may be the one wherein the premises, which are the subject matter hereof, are located.

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand and seal, on the day and year first above written.

INTERNATIONAL PAPER COMPANY,
Long-Bell Division

Geo. F. Kuth

Witness — MANAGER, REAL ESTATE DEPT. LONG-BELL DIVISION (Seal)

Witness (Seal)

STATE OF CALIFORNIA, }
County of Siskiyou, } ss.

On this 9th day of May 1960, before me personally appeared George F. Kuth to me know to be the manager real estate dept of the corporation that executed the within and foregoing instrument, and acknowledged the 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 authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Bryce Pease

My Commission Expires _____ Notary Public in and for the State of California My Commission Expires Apr. 18, 1963

Bryce Pease

"RECORDED AT REQUEST OF
CALIFORNIA OREGON POWER CO.
Yreka, Calif.
1960 MAY 9 PM 2:19
OFFICIAL RECORDS
VOL. 441 PAGE 118
SISKIYOU COUNTY, CALIF.
Bernice Johnson
Recorder Fee $ 2.60 paid

SISKIYOU COUNTY
OFFICIAL RECORDS

383

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

That, for value received, INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter referred to as "Grantor"), does hereby grant unto WEED WATER COMPANY, a California corporation (hereinafter referred to as "Grantee") perpetual easements to lay, construct, reconstruct, maintain, operate and use water lines and their usual appurtenances as follows:

(a) Easements ten (10) feet in width, five (5) feet on each side of the respective center lines described in Easements Nos. 1, 2, 3, 4, 5, 6, 7 and 8, as shown on Exhibits "A" and "B" attached hereto and incorporated herein by this reference;

(b) an easement twenty (20) feet in width, ten (10) feet on each side of the center line described in Easement to Springs on said Exhibit "A"; and

(c) all water pipe lines now located and existing in Units Nos. 1, 1-A, 2, 3, and 4, Plat of Weed, California, according to the recorded plat thereof,

all situated in Siskiyou County, California, and together with right of ingress and egress at all times over and across the lands of the Grantor abutting said lines for the purpose of laying, constructing, reconstructing, maintaining, operating and using them.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be affixed hereto this 20 day of June, 1962.

APPROVED AS TO FORM
Judson T. Gaughey
County

INTERNATIONAL PAPER COMPANY

By H. H. Kelsey
General Manager - Western Operations
Long-Bell Division

Assistant Secretary

Documentary stamps placed on Grant Deed of the same date from the same Grantor to the same Grantee.

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 20 day of June, 1962, before me, Judson T. Klingberg a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Kelsey known to me to be the General Manager - Western Operations, Long-Bell Division of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Cowlitz the day and year in this certificate first above written.

Judson T. Klingberg
Notary Public in and for the County of Cowlitz, State of Washington

My Commission Expires: 3-18-66

RECORDED AT REQUEST OF
SISKIYOU CO. TITLE CO.
12 MIN. PAST 1 P M
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
JUL 12 1962
Vol. 477 Page 734
Ernest Johnson
RECORDER FEE $ 6.00 paid

1088 **GRANT DEED**

For value received, INTERNATIONAL PAPER COMPANY, a New York corporation, GRANTS to J. H. BAXTER & CO., a California corporation, all that real property situate in the County of Siskiyou, State of California, described as follows:

Parcel One

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point which bears South 28°05'45" East, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said Subdivision is shown on the plat recorded in Town Map Book No. 3, page 17, in the office of the Siskiyou County Recorder; thence North 66°04'05" East, 247.65 feet to an iron pipe and the True Point of Beginning:

thence N 33°02'52" E 88.57 feet to an iron pipe;
thence S 67°59'10" E 271.38 feet to an iron pipe;
thence N 89°45'21" E 356.48 feet to an iron pipe;
thence N 64°00'00" E 268.43 feet to an iron pipe;
thence N 75°36'37" E 396.23 feet to an iron pipe;
thence S 51°31'21" E 451.43 feet to an iron pipe;
thence S 40°45'07" E 150.92 feet to an iron pipe;
thence S 45°26'28" E 292.03 feet to an iron pipe;
thence S 44°28'46" W 28.02 feet to an iron pipe;
thence N 45°28'51" W 203.91 feet to an iron pipe;
thence S 78°33'56" W 1064.13 feet to an iron pipe;
thence N 80°48'34" W 568.44 feet to an iron pipe;
thence N 1°52'43" E 281.25 feet to an iron pipe;
thence N 55°13'26" W 220.94 feet to an iron pipe and

the True Point of Beginning, containing 16.799 acres, more or less,

including cooling sheds, dry kiln, treating office, incisor building, cut off saws, chains, motor car house, wood treating plant, retorts, storage tanks, pump houses, loading shed, trucks, and all other improvements, buildings and structures thereon; EXCEPTING, however, railroad tracks belonging to Southern Pacific Company, water pipe lines for domestic water use belonging to Weed Water Company, and watchman and fire alarm electrical systems; SUBJECT TO:

A. 1962-63 County taxes, together with possible personal property taxes and assessments of the Weed Police District, the Weed Park Recreation and Shastina Sanitary District;

B. Right of ways and easements of the Southern Pacific Railroad or Central Pacific Railway Company;

C. Grant of right of way from International Paper Company to the California Oregon Power Company, by instrument dated February 12, 1960 and recorded March 10, 1960 in Liber 437 Official Records, page 551;

D. 50 foot right of way of the California Oregon Power Company for a high line as described in Liber 114 Deeds, page 407, and in Liber 118 Official Records, page 401;

E. Easements for public roads and the rights of the public therein;

F. Easements for water pipe lines of Weed Water Company, easements for Seller's water lines, condensate water lines, and steam lines, and easements for watchman and fire alarm electric systems, all shown on the Plat of Land Transferred to Wood Preserving Division dated May 4, 1960, a copy of which plat is attached hereto, marked "Exhibit A", and by this reference made a part hereof;

G. A certain flood diversion ditch now existing on said parcel.

Parcel Two

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point which bears South 28°05'45" East, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said Subdivision is shown on the plat recorded in Town Map Book No. 3, Page 17, in the office of the Siskiyou County Recorder;

thence N 66°04'05" E 247.65 feet to an iron pipe;
thence S 55°13'26" E 220.94 feet to an iron pipe;
thence S 1°52'43" W 281.25 feet to an iron pipe;
thence S 80°48'34" E 568.44 feet to an iron pipe;
thence N 78°33'56" E 1064.13 feet to an iron pipe;

thence South 10°13'48" West, 449.69 feet; thence South 78°33'56" West 1307.95 feet to the Easterly boundary of the said Weed Subdivision, Unit No. 2; thence North 31°03'40" West, 30.57 feet along said Easterly boundary to the beginning of a tangent curve concave to the Southwest and having a radius of 80.00 feet; thence Northwesterly 83.49 feet along said curve through an angle of 59°47'10"; thence South 89°09'10" West, 53.96 feet along said Easterly boundary to the beginning of a tangent curve concave to the Northeast and having a radius of 100.00 feet; thence Northwesterly 109.52 feet along said curve through an angle of 62°45'05"; thence North 28°05'45" West, 874.37 feet along said Easterly boundary to the point of beginning, containing 20.000 acres, more or less; SUBJECT TO:

A. 1962-63 County taxes, together with possible personal property taxes and assessments of the Weed Police District, the Weed Park Recreation and Shastina Sanitary District;

B. Easements of record;

C. Easements for public roads and the rights of the public therein;

D. A certain flood diversion ditch now existing on said parcel.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its officers thereunto duly authorized this 1st day of August, 1962.

APPROVED AS TO FORM
Judson T. Kingsbury
County Counsel

INTERNATIONAL PAPER COMPANY

By J. E. McCaffrey
Vice President

ATTEST:

Assistant Secretary

RECORDED AT REQUEST OF
SISKIYOU CO. TITLE CO.
10 MIN. PAST 8 A M
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
AUG - 3 1962
Vol. 478 Page 861
Ernest Johnson
RECORDER FEE $ 4.40 paid

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

On this 1st day of August, 1962, before me _____ Virginia Burnham, a Notary Public in and for the said City and County and State, residing therein, duly commissioned and sworn, personally appeared J. E. McCaffrey, known to me to be the Vice President of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Virginia Burnham
Notary Public in and for the City and County of San Francisco, State of California

My commission expires: January 30, 1963

SISKIYOU COUNTY
OFFICIAL RECORDS

1469

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

That, for value received, INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter referred to as "Grantor"), does hereby grant unto WEED WATER COMPANY, a California corporation (hereinafter referred to as "Grantee") perpetual easements to lay, construct, reconstruct, maintain, operate and use water lines and their usual appurtenances as follows:

> Easements ten (10) feet in width, five (5) feet on each side of the respective center center lines described on Exhibits "A" and "B" attached hereto and incorporated herein by this reference,

all situated in Siskiyou County, California, and together with right of ingress and egress at all times over and across the lands of the Grantor abutting said lines for the purpose of laying, constructing, reconstructing, maintaining, operating and using them.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever,

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be affixed hereto this 9th day of August, 1962.

APPROVED AS TO FORM
Attorney

INTERNATIONAL PAPER COMPANY

By H G Kelsey
General Manager - Western Operations
Long-Bell Division

SEAL 1941

ATTEST:

Assistant Secretary

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 9th day of August, 1962, before me, Judson T. Klingberg, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Kelsey known to me to be the General Manager - Western Operations, Long-Bell Division of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cowlitz the day and year in this certificate first above written.

Judson T. Klingberg
Notary Public in and for the State of Washington, County of Cowlitz
Judson T. Klingberg
My commission expires: 3-18-66

RECORDED AT REQUEST OF
SISKIYOU CO. TITLE CO.
50 MIN. PAST 8 A.M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
AUG 16 1962
Vol. 479 Page 341
Ernest J. Anson
RECORDER FEE: 4.40 Paid.

Easement for water lines in Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian.

Beginning at a point on the main water line easement from the company springs to Weed, said point being South 511 feet and West 1284 feet, more or less of the East one quarter corner of Section 1, T41N, R5W, MDM; thence North 15°10'West 1231.42 feet; thence North 14°42'West 415.26 feet; thence North 15°30'West 185.09 feet; thence North 37°44' West 25.65 feet, to point "A"; thence North 15°26'West 345.32 feet to point "B"; thence North 10°40'West 3.99 feet to point "C"; thence North 78°58'East 133.45 feet to point "D"; thence North 7°58'East 111.73 feet; thence North 25°39'West 149.51 feet to point "E"; thence North 25°39'West 14.78 feet; thence North 56°14'East 37.31 feet; thence North 42°39'East 154.47 feet; thence North 1°47'West 26.00 feet, to point "F"; thence North 47°49'West 181.72 feet; thence North 29°46' East 152.18 feet; thence North 61°07'West 52.14 feet.

Also beginning at point "A" thence South 74°34'West 20 feet.

Also beginning at point "B" thence North 73°03'West 176.88 feet; thence South 78°43'West 990.08 feet; thence North 24°20'West 260.80 feet; thence South 71°15'West 30 feet, more or less.

Also beginning at point "C" thence North 10°40'West 125.54 feet; thence North 52°34'West 207.26 feet; thence North 51°29'West 202.48 feet; thence South 80°10'West 328.91 feet; thence North 11°35'West 124.93 feet; thence North 75°15'East 31.0 feet; thence North 21°32'West 72.0 feet; thence North 31°22'West 4.0 feet.

Also beginning at point "D" thence North 56°28'East 207.49 feet; thence North 60°40'East 515.68 feet.

Also beginning at point "E" thence North 56°05'East 33.0 feet.

Also beginning at point "F" thence North 65°43'East 43.0 feet.

Exhibit "A" to Easement

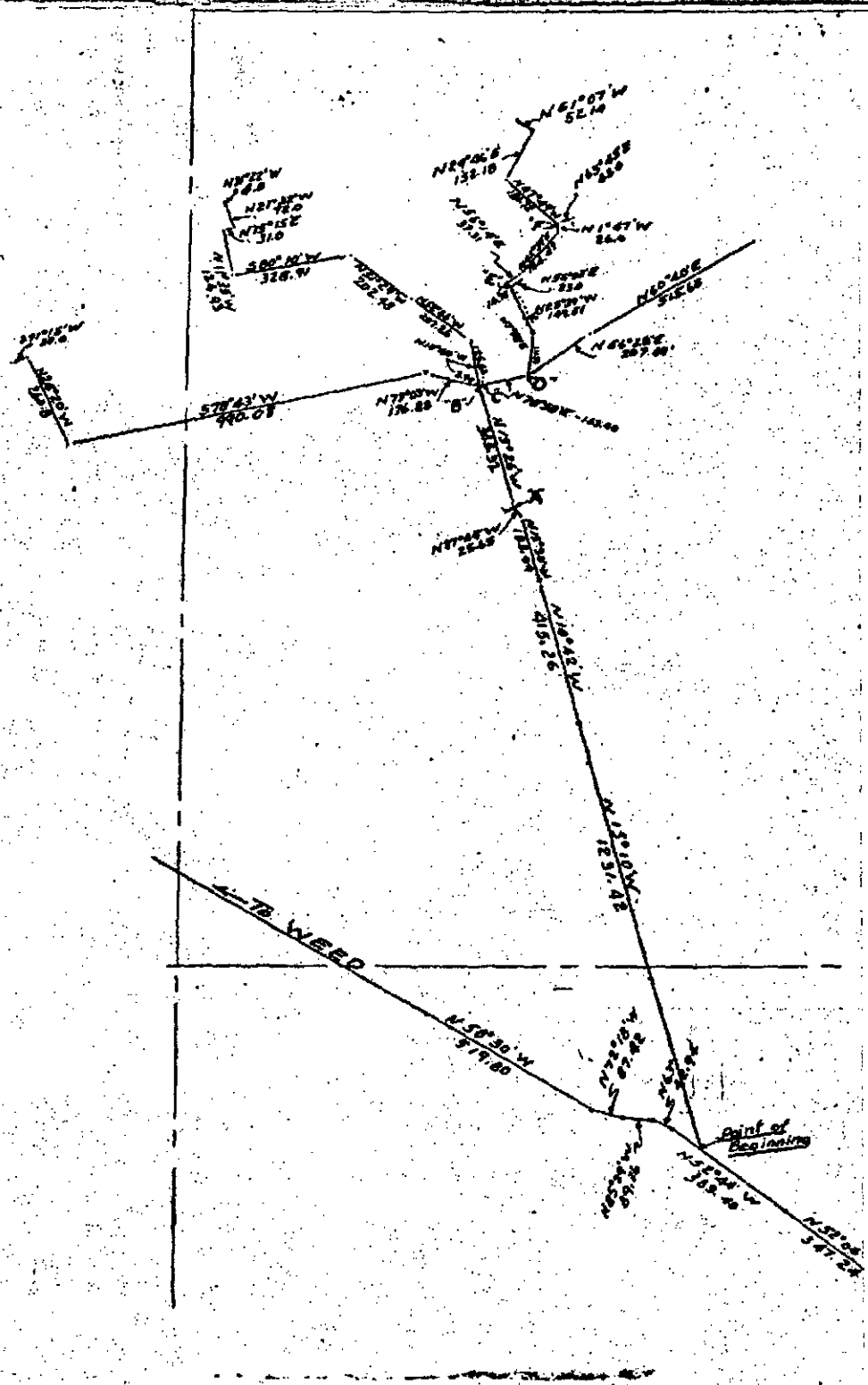


EXHIBIT "B"

INTERNATIONAL PAPER COMPANY

WEED, CALIF.

MAP SHOWING

LOCATION OF WATER LINES IN VICINITY

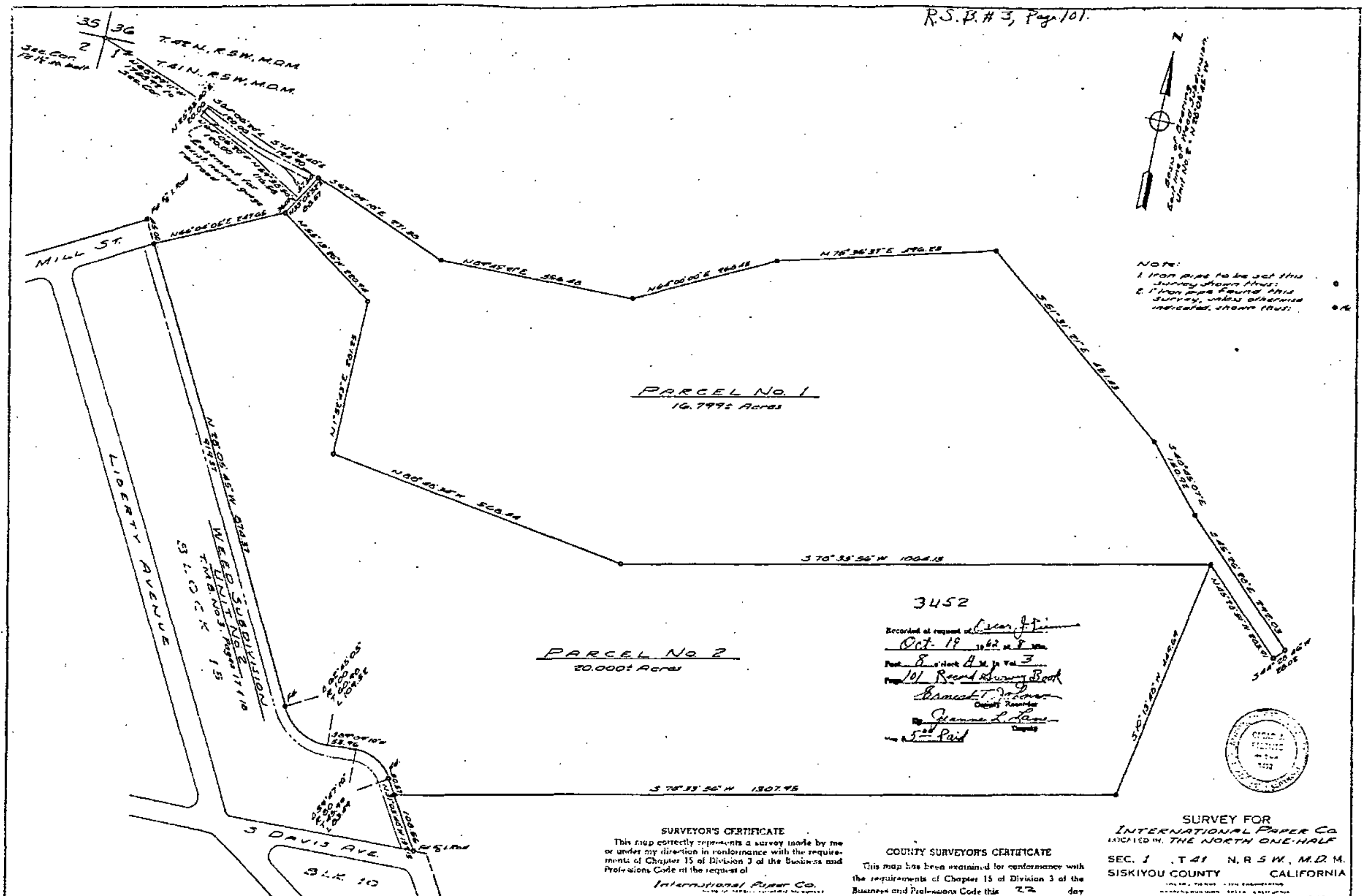
OF

TREATING PLANT IN SEC. 1, T. 41 N, R. 5 W. M.D.M.

SCALE 1" = 300'

JULY 26, 1962

R.S.B. # 3, Page 101.



SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code at the request of

International Paper Co.

In July 25, 1962

(Signed) Oscar J. Pimm...

Registered Civil Engineer No. 3433

COUNTY SURVEYOR'S CERTIFICATE

This map has been examined for conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code this 22 day of Sept., 1962.

(Signed) [signature]

County Surveyor

SURVEY FOR
INTERNATIONAL PAPER CO.
LOCATED IN THE NORTH ONE-HALF
SEC. 1, T 41 N, R 5 W., M.D.M.
SISKIYOU COUNTY CALIFORNIA

Date July, 1962 — 6275
Scale 1" = 100'
H.B. — 1 of 1
0433

SISKIYOU COUNTY
OFFICIAL RECORDS

1335

ER 16648

FORM 1088 REV.

GRANT OF RIGHT OF WAY

FILE Y-1769

THIS AGREEMENT, made this 31 day of July, A. D. 1964, by and between INTERNATIONAL PAPER COMPANY, LONG-BELL DIVISION, A New York Corporation

party of the first part, and PACIFIC POWER & LIGHT COMPANY, a Maine corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant to said party of the second part, its successors and assigns, a right of way for its pole and wire lines and other facilities for the transmission and distribution of electricity and the transmission of communication and control signals;

also the right to remove or trim trees in said right of way, and trim those trees outside of the right of way, which may contact the wire lines by encroaching on the right of way; Also the right to install guys and anchors outside of said right of way and to make the clearing necessary or desirable for the purposes aforesaid, across that certain real property, situated in Siskiyou County, State of California and ~~more particularly~~ described as located in the NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP FORTY-ONE (41) NORTH, RANGE FIVE (5) WEST, M. D. M. and more particularly described as indicated on map dated 5-21-64 and entitled "PROPOSED POWER LINE LOCATED ON INTERNATIONAL PAPER COMPANY PROPERTY - WEED, CALIF." attached hereto and by this reference made a part hereof.

Said right of way to be 20 feet wide, 10 feet on each side of the pole and wire lines as now surveyed through said premises.

Said party of the first part grants to the party of the second part the right of ingress and egress to the right of way for the purpose of erection, maintenance, repair, or removal of the second party's electrical and transmission equipment, but reserves the right to cultivate said right of way.

Nothing herein contained shall be construed as making the party of the second part an operator, owner or person in possession as defined by the Forestry Code of the respective States of either Oregon or California, whichever State may be the one wherein the premises, which are the subject matter hereof, are located.

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand and seal on the day and year first above written.

INTERNATIONAL PAPER COMPANY, LONG-BELL DIVISION

By: J. H. Kelley, General Manager, Western Operations, Long-Bell Division (Seal)

By: [illegible] (Seal)

Witness

Witness

STATE OF Washington
County of Grant } ss.

THIS CERTIFIES that on this 7th day of August, A. D. 1964, before me [illegible], Notary Public in and for said County and State, personally appeared within named [illegible] to me personally known to be the individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

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

Notary Public in and for the County of Grant
State of Washington
My Commission expires Sept. 19, 1964

VOL 506 PAGE 695

SISKIYOU COUNTY
OFFICIAL RECORDS

STATE OF California
County of Siskiyou } ss.

On this 13th day of August, A. D. 19 64, before me Bryce Pease, Notary Public in and for said County and State, appeared F. L. Patrick, Asst. Secretary and H. G. Kelsey, General Manager, to me personally known, who, being duly sworn, did say that they are the Asst. Secretary and General Manager respectively of International Paper Co., Long-Bell Division, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said F. L. Patrick, Asst. Secretary and H. G. Kelsey, General Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Bryce Pease
NOTARY PUBLIC IN AND FOR THE COUNTY OF
STATE OF
MY COMMISSION EXPIRES My Commission Expires Apr. 15, 1967

GRANT OF RIGHT OF WAY

Line No. Document No.

TO

PACIFIC POWER & LIGHT COMPANY

Dated 19

RECORDED AT REQUEST OF
PAC. POWER & LIGHT CO. - Yreka
00 MIN. PAST 8 A M
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
AUG 17 1964
Vol. 506 Page 695
Ernest Johnson
RECORDER FEE $ 3.60 paid

STATE OF CALIFORNIA
COUNTY OF } ss.

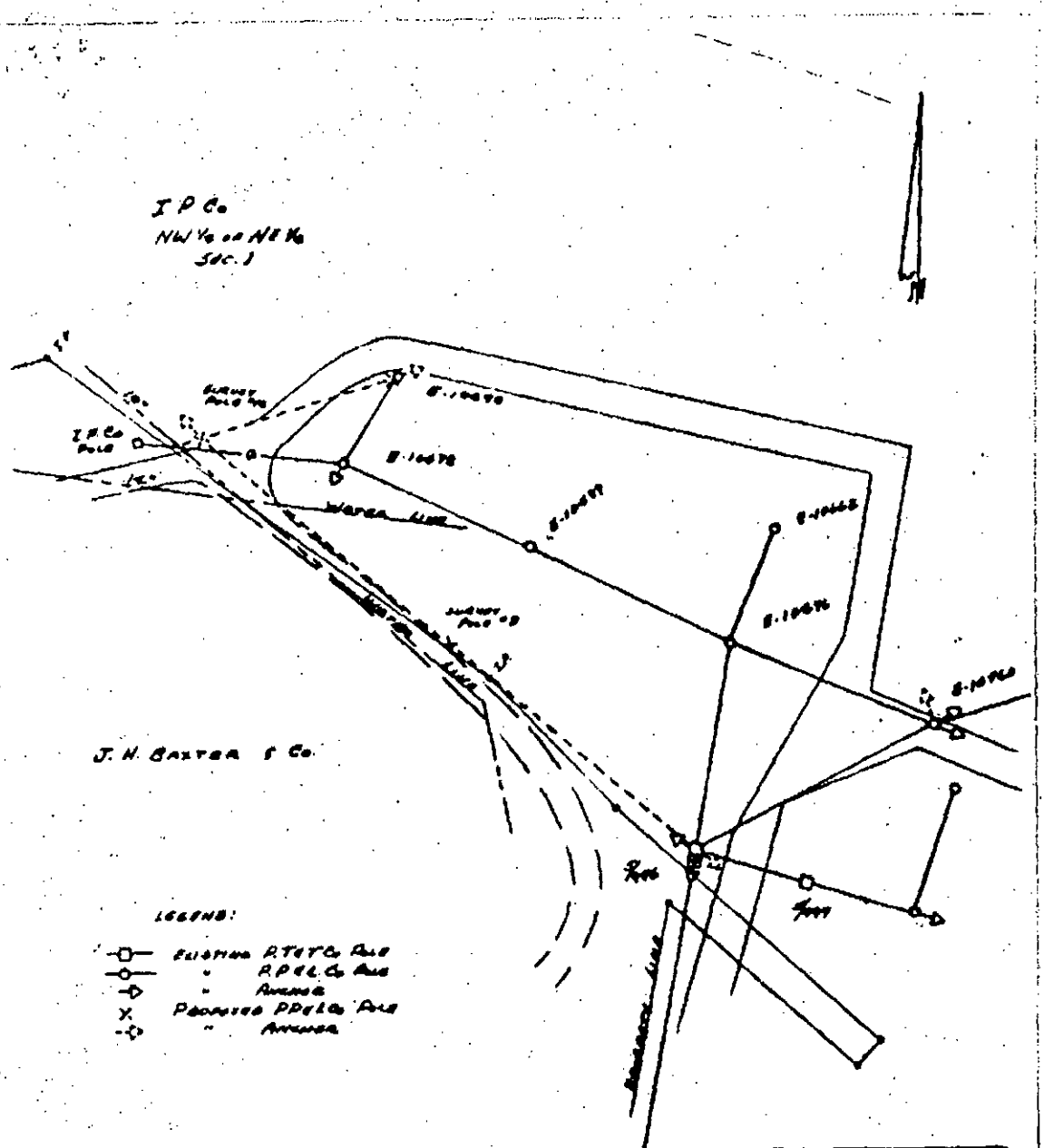
On this day of, A. D. 19, before me a Notary Public in and for said County, personally appeared personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that was present and saw

personally known to to be the same described in and who executed the said instrument as a party thereto, sign, seal and deliver the same, and that the said duly acknowledged in the presence of said affiant that executed the same, and that the said affiant, thereupon and at request, subscribed name as a witness thereto.

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

My commission expires:

Notary Public in and for the County of
State of California.



DRAWN BY	Proposed Power Line	E.R. NO. 18648
TRACED BY	Located on International Paper	FILE NO. 41769
CHECKED BY	Company Property - Wagg Creek	MAP REF. 6-4-SN-1-4-1
APPROVED BY	SEC. Sec 1 TWP. 41 N RANGE 5 W	AREA
SCALE 1" = 400'	PACIFIC POWER & LIGHT COMPANY	SHEET OF SHEETS
DATE 5-21-68	COPCO DIVISION	C

SISKIYOU COUNTY
OFFICIAL RECORDS

8015

RIGHT OF WAY EASEMENT
(CORPORATE)

ER 1274
File 655-26

For value received, INTERNATIONAL PAPER COMPANY, a corporation hereinafter referred to as "Grantor", does hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement and right of way as shown on the attached map marked "EXHIBIT A", for the existing substation and the existing electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports and the right to clear and cut away all trees within said right of way and also such trees outside of said right of way which might endanger said substation and transmission line, at the location and along the general course as the same is now located and constructed over, across and upon the following described real property in Siskiyou County, State of California, to wit:

The South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 2, Township 41 North, Range 5 West, Mt. Diablo Meridian.

Together with the right of ingress and egress over the adjacent lands of Grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such substation, line and appurtenances, and exercising other rights hereby granted.

At no time shall any building or anything flammable be erected or placed within the boundaries of said transmission line right of way, nor shall any equipment or material of any kind or nature that exceeds 20 feet in height be placed or used thereon by Grantor or its successors or assigns.

SUBJECT to the foregoing limitations said transmission line right of way may be used by Grantor for roads, agriculture crops, or any purpose not inconsistent with said easement.

The easement and right of way hereby granted shall remain in full force and effect unless and until electric service to Grantor and its successors and assigns by Grantee from said substation, transmission line or extensions thereof is terminated.

INTERNATIONAL PAPER COMPANY

By H. G. Kelsey
GENERAL MANAGER
WESTERN OPERATIONS
LONG-BELL DIVISION

(SEAL)

Attest: [illegible]
ASSISTANT SECRETARY (Title)

RECORDED AT REQUEST OF
Pac. Power & Light Co. -Yreka
45 MIN. PAST 8 A. M.
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
1965
Vol. 515 Page 799
Forest Johnson
RECORDER FEE $ 2.80 paid

STATE OF WASHINGTON }
County of Cowlitz } ss.

On this 15th day of April, 1965, before me personally appeared H. G. Kelsey, to me personally known to be the GENERAL MANAGER WESTERN OPERATIONS LONG-BELL DIVISION of the corporation that executed the within and foregoing instrument, and acknowledged, duly sworn, on oath did say: that he is the GENERAL MANAGER WESTERN OPERATIONS LONG-BELL DIVISION of the corporation that executed the within and foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. G. Kelsey acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate written.

Notary Public for Washington, residing at Longview therein.
My commission expires: Nov. 19 1968

VOL 515 PAGE 799

PD-19-CE-5

SISKIYOU COUNTY
OFFICIAL RECORDS

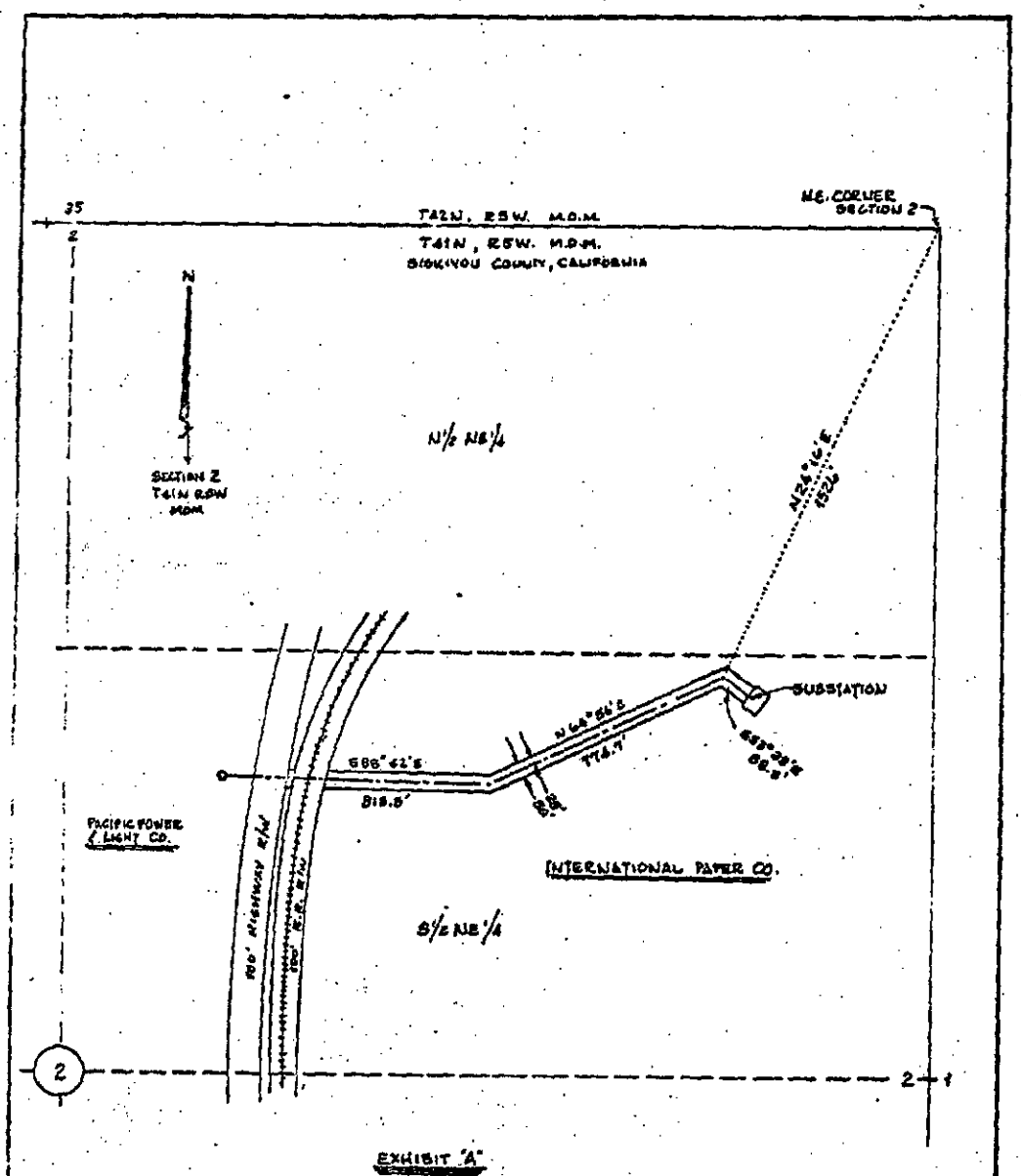


EXHIBIT "A"

ER 1214
File 455-26

DRAWN	3/15 19 65	ALTERED
TRACED	19	
CHECKED	19	
APPROVED	19	

PACIFIC POWER & LIGHT COMPANY
PORTLAND, OREGON

APPROVED _____ ENGINEER

SCALE 1" = 400' PA

VOL 515 PAGE 300

SISKIYOU COUNTY
OFFICIAL RECORDS

RECORDED AT REQUEST OF
SISKIYOU CO. TITLE CO.
25 MIN. PAST 11 A M
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
APR 27 1967
Vol. 542 Page 820
Ernest Johnson
RECORDER FEE $ no chg

Orick, Herrington, Rowley, Sutcliffe & Moore
405 Montgomery St.
San Francisco, Calif. 94104

S. 9547

DEED OF EASEMENTS

SISKIYOU COUNTY TITLE CO.

KNOW ALL MEN BY THESE PRESENTS,

No. _____

That, for value received, WEED WATER COMPANY, a California corporation, and INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter referred to as "Grantors") do hereby grant, bargain, sell and convey unto WEED WATER AND SEWER COMPANY, INC., a California non-profit corporation (hereinafter referred to as "Grantee") easements as follows:

All existing water pipe lines now located, and perpetual easements to lay, construct, maintain, operate and use water lines and their usual appurtenances over the following described lands:

WATER PIPE LINE EASEMENT NO. 1

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the NW-1/4 of Section 1, Township 41 North, Range 5 West, and the SE-1/4 of Section 35, Township 42 North, Range 5 West, Mount Diablo Meridian, and described as follows:

Beginning at a point on the Northerly side of Mill Street in Weed Subdivision Unit Number 2, said point being S. 61°54'15" W. 159.60 feet of the intersection of the Northeasterly side of Stringtown Avenue, extended, with the Northerly line of Mill Street; thence N. 61°54'15" E. 159.60 feet; thence N. 27°54'45" W. 530.50 feet; thence N. 25°52'45" W. 164.82 feet; thence N. 29°25' W. 232.75 feet; thence N. 78°49'45" W. 69.77 feet; thence N. 81°15" W. 305.87 feet more or less to the South Right of Way line of the Southern Pacific Railroad.

Also beginning at a point on the North Right of Way line of the S.P.RR, said point being North 5.0 feet and West 140.0 feet from the Southeast corner of Section 35, T42N, R5W, MDM; thence N. 0°22'15" E. 31.0 feet more or less; thence N. 86°00' W. 520 feet; thence S. 72°12'15" W. 226.48 feet more or less to a point where the Easterly line of Railroad Avenue is intersected by the South line of Section 35, said point being N. 89°37'47" W. 891.20 feet of the Southeast corner of Section 35.

MAIL TAX STATEMENTS TO: Sutcliffe Hume
Box 1 Weed, Calif.
ADDRESS

WATER PIPE LINE EASEMENT NO. 2

An easement for a water line (ten (10) feet in width, five (5) feet on each side of the center line) in the NW-1/4 NW-1/4 Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point where the centerline of Liberty Avenue intersects the Northerly line of Mill Street of Unit No. 2 of Weed Subdivision; thence N. 27°21' W. 592.03 feet; thence N. 52°29' W. 38.70 feet; thence N. 74°57' W. 31.29 feet; thence N. 85°01' W. 106.71 feet; thence S. 64°46" W. 69.63 feet; thence S. 24°25' W. 10.75 feet; thence S. 11°09' E. 1.82 feet (at which point easement No. 3 intersects with easement No. 2); thence (continuing on easement No. 2) S. 11°09' E. 3.98 feet; thence S. 67°55' W. 8.21 feet to an intersection with the centerline of water pipe line easement Number 1.

WATER PIPE LINE EASEMENT NO. 3

A water line easement (ten (10) feet in width, five (5) feet on each side of the centerline) in the NW-1/4 of the NW-1/4 of Section 1 and the NE-1/4 of the NE-1/4 of Section 2, Township 41 North, Range 5 West, MDM, described as follows:

Beginning at a point in the NW-1/4 of the NW-1/4 of Section 1, T41N, R5W, MDM, said point being South 349.0 feet and East 650.0 feet of the Northwest corner of Section 1: (the intersection of easement 2 and easement 3) thence S. 67°14' W. 65.61 feet; thence N. 28°34'45" W. 115.41 feet; thence S. 52°11' W. 105.42 feet; thence S. 42°51' W. 67.14 feet; thence S. 36°43'15" W. 43.97 feet; thence S. 32°26' W. 149.37 feet; thence S. 58°46'15" W. 144.23 feet; thence S. 60°59' W. 397.77 feet; thence N. 26°41' W. 27.36 feet; thence S. 62°46' W. 70.96 feet; thence N. 26°14' W. 144.07 feet; thence S. 66°00' W. 189.18 feet; thence N. 75°21' W. 391.42 feet to an intersection with the East boundary of the Southern Pacific Railroad Right of Way. The easement then bears N. 59°06'45" W. crossing the S.P. Right of Way at ES30+64.81; then still bearing N. 59°06'45" W., easement emerges from West boundary of S.P. Right of Way, continuing 10 feet more or less, to an intersection with the East boundary of Railroad Avenue and Subdivision Unit No. 3. EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

WATER PIPE LINE EASEMENT NO. 4

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the SE-1/4 of the SE-1/4 of Section 35, T42N, R5W, MDM, described as follows:

Beginning at a point in the SE-1/4 of the SE-1/4 of Section 35, said point being North 43.0 feet and West 145.0 feet of the Southeast corner of Section 35; thence N. 0°22'15" E. 50.0 feet more or less to the South line of Weed Subdivision Unit No. 4.

WATER PIPE LINE EASEMENT NO. 5

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the NW-1/4 of the NE-1/4 of Section 2, T41N, R5W, MDM, described as follows:

Beginning at a point on the Southwest side of Weed Subdivision Unit No. 3 as recorded Dec. 10, 1958 in Book 3 of Town Maps Book page 19 to 23 inclusive, of Siskiyou Co., said point being set to mark the Southeast corner of Lot 9, Block 7 of said Unit No. 3; thence S. 9°05'23" W. 100.26 feet to an intersection with the Northeast line of a previously deeded tract of land (Parcel II).

WATER PIPE LINE EASEMENT NO. 6

A water line easement (ten(10) feet in width, five (5) feet on each side of the center line) in the W-1/2 of the NE-1/4 of Section 2, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Commencing at the North-1/4 corner of Section 2, T41N, R5W, MDM; thence S. 62°40'21" E. 896.60 feet; thence S. 55°14'37" E. 135 feet; thence S. 34°45'23" W. 138.22 feet to the True Point of Beginning of this description; thence S. 9°01'37" E. 254.83 feet; thence S. 18°29'28" W. 1194.34 feet; thence S. 26°30'37" E. 58.06 feet; thence S. 71°30'37" E. 17.8 feet more or less to the Westerly Right of Way line of US Highway 97.

WATER PIPE LINE EASEMENT No. 7

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the SW-1/4 of the NW-1/4 of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point 696.85 feet North and 418.40 feet East of the 1/4 corner between Sections 1 and 2, T41N, R5W, MDM; thence N. 54°08'45" E. 101.84 feet to the Southwesterly line of the Catholic Parish Tract, said point being N. 55°29' W. 243.74 feet from the most westerly corner of Lot 7, Block 3 of Unit No. 2, Weed Subdivision.

WATER PIPE LINE EASEMENT No. 8

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the SW-1/4 of the NW-1/4 of Section 1, the SE-1/4 of the NE-1/4 and the NE-1/4 of the SE-1/4 of Section 2, T41N, R5W, MDM, and described as follows:

Beginning at a point which is N. 35°30'32" E. 654.19 feet of the 1/4 corner between Sections 1 and 2;

thence N. 32°09'15" W. 62.46 feet to the True Point of Beginning; thence S. 71°35'45" W. 57.80 feet; thence S. 58°12'15" W. 119.90 feet; thence S. 87°41'45" W. 164.40 feet; thence S. 85°23'15" W. 82.77 feet; thence S. 57°10'15" W. 79.97 feet; thence S. 11°34'45" W. 115.84 feet; thence S. 16°14'15" E. 85.73 feet; thence S. 36°30'15" E. 44.13 feet; thence S. 40°53'45" W. 265.80 feet; thence S. 41°53' W. 60.0 feet more or less to the Northeasterly Right of Way line of the Southern Pacific Railroad Co. Right of Way.

WATER LINE EASEMENT FROM SPRING NO. 9

A water line easement (twenty (20) feet in width, ten (10) feet on each side of the center line) from a spring in the NE-1/4 NW-1/4 Section 7, T41N, R4W, MDM, Northwesterly 6095 feet more or less to a point on the South line of Hillside Drive in Unit No. 2 of Weed Subdivision, said point being S. 56°08'20" W. 27.6 feet of the most Easterly corner of said Unit No. 2 in Section 1, T41N, R5W, MDM, the center line described as follows:

Beginning at the 1/4 corner common to Sections 6 and 7, T41N, R4W, MDM; thence S. 73°13'33" W. 655.91 feet; thence N. 89°04'40" W. 159.35 feet; thence S. 51°48' E. 130.00 feet to Spring No. 1 and the True Point of Beginning; thence N. 51°48' W. 60.00 feet (at which point Spring No. 2 connects); thence N. 51°48' W. 70.00 feet; thence N. 45°56'40" W. 314.77 feet; thence N. 59°49'40" W. 113.94 feet; thence N. 61°58'40" W. 160.82 feet; thence N. 39°27'40" W. 99.87 feet; thence N. 52°49'40" W. 392.48 feet; thence N. 53°06'40" W. 604.15 feet; thence N. 46°42'40" W. 64.91 feet; thence N. 50°35'40" W. 511.16 feet; thence N. 55°32'40" W. 307.27 feet; thence N. 52°59'40" W. 236.20 feet; thence N. 54°16'40" W. 118.32 feet; thence N. 52°27'40" W. 206.93 feet; thence N. 53°54'40" W. 101.04 feet; thence N. 52°06'40" W. 347.24 feet; thence N. 52°44'40" W. 294.53 feet; [at which point a lateral line bearing N 15°10' W. (Easement No. 10) connects with the main easement line]; thence continuing with the main easement line N. 52°44'40" W. 94.87 feet; thence N. 63°37'40" W. 42.94 feet; thence N. 85°29'40" W. 89.36 feet; thence N. 72°18'40" W. 87.42 feet; thence N. 58°30'40" W. 519.80 feet; thence N. 59°11'40" W. 862.40 feet; thence N. 47°29'40" W. 234.22 feet; thence N. 40°44'40" W. 191.48 feet; thence N. 38°17'40" W. 188.14 feet more or less to a point on the South line of Hillside Drive, said point being S. 56°08'20" W. 27.60 feet from the most Easterly corner of Weed Subdivision Unit No. 2.

LATERAL WATER LINE EASEMENT NO. 1

An easement ten (10) feet in width, five (5) feet on each side of the center line beginning at a point on the South line of Hillside Drive which is S. 56°08'20" W.

27.60 feet from the most Easterly corner of Weed Subdivision Unit No. 2 (the last point in previous description); thence along the main easement line S. 38°17'40" E. 188.14 feet; thence S. 40°44'40" E. 191.48 feet; thence S. 47°29'40" E. 39.2 feet to the Point of True Beginning; thence S. 38°34' W. 29.5 feet more or less to a point on the Northeast boundary of the City Baseball Park.

LATERAL WATER LINE EASEMENT NO. 2

An easement ten (10) feet in width, five (5) feet on each side of the centerline, beginning at a point on the South line of Hillside Drive which is S. 56°08'20" W. 27.60 feet from the most Easterly corner of Weed Subdivision Unit No. 2; thence along the main easement line S. 38°17'40" E. 188.14 feet; thence S. 40°44'40" E. 191.48 feet; thence S. 47°29'40" E. 234.22 feet; thence S. 59°11'40" E. 38.0 feet to the Point of True Beginning; thence S. 44°16' W. 86.2 feet more or less to a point on the Northeast boundary of the City Baseball Park.

WATER LINE EASEMENT NO. 10

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the E-1/2 of Section 1, Township 41 North, Range 5 West, MDM, described as follows:

Beginning at a point on the South line of Hillside Drive which is S. 56°08'20" W. 27.60 feet from the most Easterly corner of Weed Subdivision Unit No. 2; thence along the main water line S. 38°17'40" E. 188.14 feet; thence S. 40°44'40" E. 191.48 feet; thence S. 47°29'40" E. 234.22 feet; thence S. 59°11'40" E. 862.40 feet; thence S. 58°30'40" E. 519.80 feet; thence S. 72°18'40" E. 87.42 feet; thence S. 85°29'40" E. 89.36 feet; thence S. 63°37'40" E. 42.94 feet; thence S. 52°44'40" E. 94.87 feet to the intersection of water line easement No. 10 with the main easement line previously described in Water Line Easement No. 9, which point is the True Point of Beginning; thence N. 15°10' W. 1231.42 feet; thence N. 14°42' W. 415.26 feet; thence N. 15°30' W. 185.09 feet; thence N. 37°44' W. 25.65 feet; thence N. 15°26' W. 345.32 feet; thence N. 73°03' W. 176.88 feet; thence S. 78°43' W. 990.08 feet; thence N. 24°20' W. 260.80 feet; thence S. 71°15' W. 30.0 feet.

WATER LINE EASEMENT NO. 11

A water line easement (ten (10) feet in width, five (5) feet on each side of the center line) in the SE-1/4 of Section 2, Township 41 North, Range 5 West, MDM, described as follows:

Beginning at the most Southeasterly corner of Weed Subdivision Unit No. 1A; thence S. 1°35' E. 160.2 feet; thence S. 12°05' W. 44.6 feet; thence S. 69°46' E. 10.0 feet to the West Boundary of the Southern Pacific Railroad

Right of Way; thence S. 69°46' E. 21.4 feet; thence S. 24°14' W. 190.3 feet. EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

SUBJECT TO encumbrances of record.

all situated in Siskiyou County, California, and together with right of ingress and egress at all times over and across the lands of the Grantor for the purpose of laying, constructing, reconstructing, maintaining, operating and using them.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be affixed hereto this 24 day of April, 1967.

WEED WATER COMPANY

By J M White Jr
President

ATTEST:

F L Patrick
Secretary

APPROVED AS TO FORM
Andrew T. Kenyeres
Attorney

INTERNATIONAL PAPER COMPANY

By Elliot H Jenkins
General Manager-Long-Bell Division

ATTEST:

F L Patrick
Assistant Secretary

This document is recorded at the request of and on behalf of the City of Weed.

Madelon S. Gilmore
City Clerk, City of Weed

Deed of Easem

STATE OF CALIFORNIA)
) ss.
County of Siskiyou)

On this 26th day of April, 1967, before me Bryce Pease, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J. M. White, Jr., known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Bryce Pease
Notary Public in and for the said County and State

My commission expires: April 4 1971

BRYCE PEASE
RTE. 1, BOX 362
WEED, CALIFORNIA

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 27 day of April, 1967, before me Judson T. Klingberg, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Eliot H. Jenkins, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

Judson T. Klingberg
Notary Public in and for the said County and State

My commission expires: March 18, 1970

MAIL TO
Chas. Livingston, Rowley & Sutcliffe
605 Montgomery St.
San Francisco, Calif 94104

SISKIYOU COUNTY ABSTRACT CO.

No. 9848

RECORDED AT REQUEST OF
SISKIYOU CO. TITLE CO.
25 MIN. PAST 11
OFFICIAL RECORDS SISKIYOU COUNTY
APR 27 1967
Vol. 542 Page 827
Ernest Johnson
RECORDER
FEE $ no chg

DEED OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS,

That, for value received, INTERNATIONAL PAPER COMPANY a New York corporation (hereinafter referred to as "Grantor"), does hereby grant unto WEED WATER AND SEWER COMPANY, INC., a California non-profit corporation (hereinafter referred to as "Grantee") perpetual easements to lay, construct, reconstruct, maintain, operate and use sewer lines and their usual appurtenances over and across the easements described in Exhibit "A" attached hereto and made a part hereof, SUBJECT TO encumbrances of record.

all situated in Siskiyou County, California, and together with right of ingress and egress at all times over and across the lands of the Grantor for the purpose of laying, constructing, reconstructing, maintaining, operating and using them; Provided, however, that before entering the basement of the factory of the Grantor, approval shall be obtained from Grantor's engineer and any construction, reconstruction or maintenance of lines under said factory building that may affect the building, footings, piers or foundations shall be done at the expense of the Grantee and in a manner approved by said engineer of Grantor.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument

TAX
MENTS TO: City of Weed
Weed, Weed, Calif

Vol. 542 Page 827

to be executed by its officers thereunto duly authorized and its corporate seal to be affixed hereto this 24 day of April, 1967.

APPROVED AS TO FORM
Anthony T. Kenny Atty

INTERNATIONAL PAPER COMPANY

By Elliot H Jenkins
General Manager - Long Bell Division

ATTEST:

F H Peterson
Assistant Secretary

SEAL 1941

This document is recorded at the request of and on behalf of the City of Weed.

Madelon G. Gilmore
City Clerk, City of Weed

STATE OF WASHINGTON)
) ss
County of Cowlitz)

On this 24 day of April, 1967, before me Judson T. Klingberg, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Eliot H. Jenkins, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

Judson T. Klingberg
Notary Public in and for the said
County and State

My commission expires: March 18, 1970.

SEWER PIPE LINE EASEMENTS "A", "A-1", "A-2" and "A-3"

Easements for sewer lines 6 feet in width, 3 feet on each side of the center line (located in the SW-1/4 of the NW-1/4 of Section 1 and the SE-1/4 and the NE-1/4 of the SE-1/4 of Section 2, T. 41 N. R. 5 W., MDM) described as follows:

Beginning at the most Westerly point of Unit No. 2 of the Weed sub-division, thence N. 20°32' E. 50.0 feet to the intersection of the North boundary of N. Davis Ave. and Mill St., thence Easterly along the North boundary of Mill St. and around a curve to the left through an angle of 20°40'40", a radius of 400.0 feet, a distance of 144.36 feet to the true point of beginning of easement "A"; thence along easement "A" S. 72°36' W. 160.0 feet; thence N. 48°41' W. 77.0 ft.; thence S. 86°32' W. 178.0 feet; thence N. 84°06' W. 28.0 feet to the intersection of easement "A-1" (thence along easement "A-1" S. 23°52' E. 30.0 feet to the North boundary of North Davis Ave.); thence return to the point of intersection of easements "A" and "A-1" and continue on easement "A" N. 84°06' W. 91.0 feet; thence S. 59°45' W. 260.0 feet; thence around a curve to the left through an angle of 11°28', a radius of 660.0 feet, a distance of 132.0 feet to the intersection of easement "A-2" (thence along easement "A-2" S. 72°29' E. 38.0 feet to the North boundary of North Davis Ave.); thence return to the intersection of easements "A" and "A-2" and continue on easement "A" around a curve to the left through an angle of 13°43', a radius of 660.0 feet, a distance of 157.96 feet; thence S. 32°10' W. 203.0 feet thence S. 26°24' W. 103.0 feet; thence S. 41°00' W. 40.0 feet to the intersection of easement "B"; thence continue along easement "A" N. 89°30' W. 110.0 feet; thence S. 50°15' W. 9.0 feet to the NE side of sash and door factory; thence continue through basement of factory S. 50°15' W. 112.0 feet; thence N. 63°00' W. 110.0 feet; thence S. 29°37' W. 116.0 feet; thence S. 3°17' W. 25.0 feet; thence S. 23°12' W. 55.0 feet; thence S. 30°39' W. 30.0 feet to the Southwest side of said factory; thence continue S. 30°39' W. 138.0 feet to the North boundary of Southern Pacific Railroad right of way; thence continue on said railroad right of way S. 30°39' W. 82.0 feet to the intersection of easement "A-3" (thence along easement "A-3" on said railroad right of way N. 14°22' W. 35.0 feet; thence N. 81°22' W. 212.0 feet to the end of easement "A-3"); thence return to the point of intersection of easements "A" and "A-3" and continue on easement "A" S. 14°22' E. 161.0 feet, crossing the centerline of said railroad right of way at engineer's station 8767 + 70, to the North boundary of Unit 1 of the Weed subdivision and the end of easement "A".

EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

EXHIBIT A

SEWER PIPE LINE EASEMENTS "B", "B-1" and "B-2"

Easements for sewer lines 6 feet in width, 3 feet on each side of the center line (located in the SW-1/4 of the NW-1/4 of Section 1 and the SE-1/4 of the NE-1/4 of Section 2, T41N, R5W, MDM), described as follows:

Beginning at the most Northerly point of the Weed Union Elem. School Dist. property located in the West 1/2 of Section 1, T41N, R5W, MDM; as described in deed recorded August 19, 1952 in Liber 301 Official Records, page 509; thence along said property line S. 59°08' W. 166.1 feet; thence S. 24°48' W. 279.8 feet to the true point of beginning of easement "B"; thence along easement "B" N. 62°15' W. 388.0 feet; thence N. 53°32' W. 90.8 feet; thence N. 42°46' W. 71.5 feet; thence S. 88°15' W. 115.7 feet; thence N. 51°48' W. 16.0 feet to the intersection of easement "B-1" (thence along easement "B-1" S. 6°48' E. 57.8 feet; thence S. 19°33' E. 85.4 feet; thence S. 43°40' E. 53.7 feet; thence S. 53°30' E. 70.0 feet to the end of easement "B-1") thence return to the point of intersection of easements "B" and "B-1" and continue on easement "B" N. 51°48' W. 33.0 feet to the East boundary of N. Davis Ave.; thence continue across N. Davis Ave. N. 51°48' W. 60.0 feet to the West boundary of N. Davis Ave.; thence continue along easement "B" N. 51°48' W. 10.0 feet; thence N. 54°59' W. 46.2 feet to the intersection of easement "B-2" (thence along easement "B-2" N. 25°31'E. 149.0 feet; thence N. 72°12' E. 35.0 feet to the West boundary of N. Davis Ave.; thence continue N. 72°12' E. across N. Davis Ave. 75.0 feet to the East boundary of N. Davis Ave.; thence continue along easement "B-2" N. 72°12' E. 120.0 feet to the end of easement "B-2"); thence return to the point of intersection of easements "B" and "B-2" and continue on easement "B" N. 85°03' W. 17.0 feet to the intersection of easement "A" and the end of easement "B".

SEWER PIPE LINE EASEMENTS "C" and "C-1"

Easements for Sewer Lines 6 feet in width, 3 feet on each side of the centerline (located in the NW-1/4 of the SE-1/4 of Section 2, T41N, R5W, MDM) described as follows:

Beginning at the intersection of the South boundary of Alamo Ave. in Unit No. 1 of the Weed sub-division and the East boundary of the Southern Pacific Railroad Right of Way; thence Southerly along boundary line common to said Railroad Right of Way and Unit No. 1 of said sub-division, around a curve to the left through an angle of 3°37'25", a radius of 791.3 feet, a distance of 50.05 feet; thence S. 17°44'30" W. 663.0 feet to the true point of beginning of Easement "C"; thence along Easement "C" and across said Railroad Right of Way S. 88°09' W. 65.0 feet to the intersection of easement "C-1"; (thence along easement "C-1" and across said Railroad Right of Way S. 6°02' W. 92.0 feet; thence S. 34°45' E. 58.0 feet to the East boundary of said Railroad Right of Way and the end of easement "C-1"); thence return to the point of intersection of easement "C" and "C-1" and continue along easement "C" across said Railroad Right of Way S. 88°09' W. 77.0 feet; thence N. 83°53' W. 54.5 feet; thence S. 83°52' W. 57.0 feet to the West boundary of said Railroad Right of Way; thence continue along easement "C" S. 83°52' W. 19.5 feet to the intersection of easement "D";

thence continue along easement "C" S. 83°52' W. 57.5 feet to the East boundary of US Highway 97 right of way; thence across said right of way S. 83°52' W. 125.0 feet; thence N. 86°26' W. 30.0 feet to the west boundary of said Highway right of way; thence continue along easement "C" N. 86°26' W. 16.5 feet to the intersection of easement "K" and the end of easement "C". Said intersection of easement "C" and easement "K" bears West 100.85 feet from US Highway Engineer Station 13 + 73.10.

EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

SEWER PIPE LINE EASEMENTS "D", "D-1", "D-2" "D-3", and "D-4"

Easements for Sewer lines 6 feet in width, 3 feet on each side of the center line (located in the NW-1/4 of the SE-1/4 of Sec. 2, T41N, R5W, MDM), described as follows:

Beginning at the intersection of the East boundary line of US Highway 97 Right of Way and the West boundary line of Southern Pacific Railroad Right of Way in said NW-1/4 of the SE-1/4 of Section 2; thence along the East boundary line of said Highway Right of Way N. 18°24'40" W. 190.0 feet; thence N. 83°52' E. 57.5 feet to the intersection of easements "C" and "D" and the true point of beginning of easement "D"; thence along easement "D" N. 48°04' E. 25.0 feet to the West boundary of Southern Pacific Railroad Right of Way; thence continue across said Right of Way and along easement "D" N. 48°04' E. 42.5 feet; thence N. 24°39' E. 119.0 feet; thence N. 61°26' W. 28.0 feet to the West boundary of said Railroad Right of Way; thence continue along easement "D" N. 61°26' W. 68.0 feet to the intersection of easement "D-1"; (thence along easement "D-1" N. 24°45' E. 58.0 feet; thence S. 82°53' E. 48.0 feet to the end of easement "D-1"); thence return to the point of intersection of easements "D" and "D-1" and continue along easement "D" N. 61°26' W. 40.0 feet to the intersection of easements "D" and "D-2"; (thence along easement "D-2" S. 88°31' W. 85.0 feet to the end of easement "D-2"); thence return to the point of intersection of easements "D" and "D-2" and continue along easement "D" N. 42°00' W. 283.0 feet; thence N. 13°53' W. 4.0 feet to the intersection of easement "D-3"; (thence along easement "D-3" N. 59°34' E. 65.0 feet to the intersection of the South boundary of Lot 3 Block 1 of Unit No. 1-A of the Weed sub-division and the end of easement "D-3"); thence return to the point of intersection of easements "D" and "D-3" and continue along easement "D" N. 13°53' W. 26.0 feet to the South boundary of Lot 3 Block 1 of Unit No. 1-A of the Weed sub-division; thence across said Lot 3 Block 1 N. 13°53' W. 88.0 feet to the North boundary of said Lot 3 Block 1; thence continue along easement "D" N. 13°53' W. 18.0 feet; thence N. 9°30' W. 120.0 feet; thence N. 3°43" E. 115.0 feet to the intersection of easement "D-4"; (thence along easement "D-4" S. 75°13' E. 12.0 feet to the West boundary of Unit 1-A of the Weed sub-division and the end of Easement "D-4"); thence return to the point of intersection of easements "D" and "D-4" and continue along easement "D" N. 3°43' E. 245.0 feet to the South West boundary of Unit No. 1-A of the Weed sub-division and the end of easement "D".

EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

SEWER PIPE LINE EASEMENT "E"

Easement for Sewer Line 6 feet in width, 3 feet on each side of the center line (located in the NW-1/4 of the NW-1/4 of Section 1, T41N, R5W, MDM), described as follows:

Beginning at the most northerly point of Unit No. 2 of the Weed sub-division; thence S. 61°54' W. 250.0 feet along the NW boundary of said Unit No. 2; thence N. 27°57' W. 50.0 feet to the true point of beginning of easement "E"; thence along easement "E" N. 27°57' W. 285.0 feet; thence N. 65°57' W. 25.0 feet; thence N. 27°22' W. 314.0 feet to the intersection of Sewer Line from Saw Mill which bears N. 81°58' E.; thence continue along easement "E": S. 86°24' W. 70.5 feet to the intersection of easement "F" and the end of easement"E".

SEWER PIPE LINE EASEMENTS "F", "F-1" and "F-2"

Easements for Sewer Lines 6 feet in width, 3 feet on each side of the center line (located in the NW-1/4 of the NW-1/4 of Section 1, the NE-1/4 of the NE-1/4 of Section 2 T41N, R5W, MDM and the South 1/2 of the SE-1/4 of Section 35, T42N, R5W, MDM), described as follows:

Beginning at the Section corner common to Sections 35 and 36, T42N, R5W, MDM and Sections 1 and 2, T41N, R5W, MDM; thence S. 66°57' E. 790.0 feet more or less to the intersection of Easement "F" and Easement "E" and the true point of beginning; thence along easement "F" S. 59°49' W. 25.0 feet to the intersection of easement "G"; thence continue along easement "F" S. 59°49' W. 158.0 feet to the intersection of easement "H"; thence continue along easement "F" S. 59°49' W. 23.0 feet to the intersection of Sewer Line from Plywood Plant which bears S. 2°44' W.; thence continue along easement "F" S. 59°49' W. 817.5 feet; thence N. 24°14' W. 773.0 feet to the South Right of Way boundary of Southern Pacific Railroad Co.; thence continue across said Right of Way N. 24°14'W. 33.0 feet; thence N. 23°27' W. 68.3 feet to the North boundary of said Railroad Right of Way; thence continue along easement "F" N. 23°27' W. 20.0 feet; thence N. 77°32' W. 123.0 feet; thence N. 83°00' W. 195.0 feet; thence N. 54°53' W. 109.0 feet to the East boundary of Railroad Ave. and Unit No. 3 of the Weed subdivision; thence across said Unit No. 3 N. 54°53'W. 386.0 feet to the West boundary of Parcel "B" as described in Grant Deed dated November 18, 1963 from International Paper Company to the City of Weed; thence N. 78°55' W. 168.0 feet to the intersection of easement "F-1" (thence along easement "F-1" S. 4°13' W. 120.0 feet more or less to the North boundary of Unit No. 3 of the Weed subdivision and the end of easement "F-1"); thence return to the point of intersection of easements "F" and "F-1" and continue along easement "F" N. 78°55' W. 85.0 feet to the intersection of easement "F-2" (thence along easement "F-2" S. 8°57' E. 144.0 feet more or less to the North boundary of Unit No. 3 of the Weed sub-division and the end of easement "F-2"); thence return to the point of intersection of easements "F" and "F-2" and continue along easement "F" N. 41°55' W. 144.0 feet; thence N. 7°40' W. 225.0 feet to the intersection of easement "J"; thence continue along easement "F" N. 7°40' W. 141.0 feet to the East boundary of US

Highway 97 Right of Way and the end of easement "F".

EXCEPTING THEREFROM any portion lying within the Southern Pacific Company lands.

SEWER PIPE LINE EASEMENT "G"

Easement for Sewer Line 6 feet in width, 3 feet on each side of the center line (located in the NW-1/4 of the NW-1/4 of Section 1, T41N, R5W, MDM) described as follows:

Beginning at the most Northerly point of Unit No. 2 of the Weed sub-division; thence S. 61°54' W. 355.2 feet along the NW boundary of said Unit No. 2 to the true point of beginning of easement "G"; thence along easement "G" N. 28°24' W. 705.0 feet to the intersection of easement "F" and the end of easement "G".

SEWER PIPE LINE EASEMENT "H"

Easement for Sewer Line 6 feet in width, 3 feet on each side of the center line (located in the NW-1/4 of the NW-1/4 of Section 1, T41N, R5W, MDM) described as follows:

Beginning at the most Northerly point of Unit No. 2 of the Weed sub-division, thence S. 61°54' W. 516.8 feet along the NW boundary of said Unit No. 2 to the true point of beginning of easement "H"; thence along easement "H" N. 28°24' W. 700.00 feet to the intersection of easement "F" and the end of easement "H".

SEWER PIPE LINE EASEMENT "J"

Easement for Sewer Line 6 feet in width, 3 feet on each side of the center line (located in the South 1/2 of SE-1/4 of Section 35, T42 N. R5W, MDM) described as follows:

Beginning at the NW corner of Unit No. 4 of the Weed sub-division, thence S. 0°02' W. 55.0 feet to the true point of beginning of easement "J"; thence along easement "J" S. 89°59' W. 612.0 feet; thence S. 69°49' W. 496.5 feet; thence N. 89° 36' W. 181.7 feet to the intersection of easement "F" and the end of easement "J".

SEWER PIPE LINE EASEMENT "K" (Also referred to as Boles Creek Outfall Sewer easement.)

Easement for Sewer Line 6 feet in width, 3 feet on each side of the center line (located in the S-1/2 and the NW-1/4 of Section 2, T41N, R5W, MDM) described as follows:

Beginning at a point from which US Highway Engineers Station 13 + 73.10 bears East 100.85' said point being the true point of beginning of easement "K"; thence along easement "K" N. 28°05'30" W. 316.9 feet; thence N. 71°18' W. 327.3 feet; thence N. 57°25'30" W. 291.6 feet; thence N. 89°33'30" W. 226.8 feet; thence N. 65°58'30" W. 154.4 feet; thence N. 80°00'30" W. 178.5 feet; N. 88°19' W. 223.3 feet; N. 71°07'30" W. 123.2 feet; thence N. 40°55' W. 123.1 feet;

thence N. 22°01' W. 132.9 feet; thence N. 1°41' E. 118.2 feet; thence N. 24°16'30" E. 81.8 feet; thence N. 11°03'30" E. 160.6 feet; thence N. 9°45'30" W. 140.9 feet; thence N. 1°42'30" E. 100.0 feet; thence N. 7°37'30" E. 199.8 feet; thence N. 18°38'30" W. 124.1 feet; thence N. 6°47'30" W. 138.2 feet; thence N. 5°28' E. 217.8 feet; thence N. 16°05' E. 111.7 feet; thence N. 54°34' W. 98.4 feet; thence N. 66°43'30" W. 133.1 feet; N. 74°36' W. 674.6 feet; thence N. 71°53' W. 244.8 feet; thence N. 69°40'30" W. 356.4 feet; thence N. 63°02' W. 203.8 feet to the Section Line common to Section 2 and Section 3, T41N, R5W, MDM, from which the Section corner common to Sections 2 and 3, T41N, R5W, MDM and Sections 34 and 35, T42N, R5W, MDM bears N. 1°39'30" E. 970.3 feet end of easement "K".

SEWER PIPE LINE EASEMENTS "L" AND "L-1"

Easements for Sewer Lines 6 feet in width, 3 feet on each side of the center line (located in the South-1/2 of Section 35, T42N, R5W, MDM) described as follows:

Beginning at the most Northerly point of Unit No. 3 of the Weed sub-division; thence S. 28°11' W. 145.93 feet; thence S. 70°49' E. 111.36 feet; thence S. 28°11' W. 95.0 feet more or less to the true point of beginning of easement "L"; thence along easement "L" N. 68°53' W. 358.0 feet; thence S. 86°03'30" W. 52.0 feet to the intersection of easement "L-1" (thence along easement "L-1" S. 5°43' E. 362.0 feet to the North boundary of Lot 2 Block 11 Unit No. 3 of the Weed sub-division and the end of easement "L-1"); thence return to the point of intersection of easements "L" and L-1" and continue along easement "L" S. 86°03'30" W. 216.6 feet; thence N. 68°10' W. 196.0 feet; thence N. 53°14' W. 314.2 feet; thence N. 18°52'30" W. 259.7 feet; thence N. 34°57'30" W. 255.3 feet; thence S. 76°34'30" W. 337.6 feet; thence S. 15°57'30" W. 412.4 feet; thence S. 67°22' W. 67.7 feet; thence N. 55°22' W. 57.0 feet; thence N. 72°49'30" W. 129.9 feet; thence S. 81°06'30" W. 185.5 feet; thence S. 65°37' W. 923.4 feet; thence S. 84°42'30" W. 367.8 feet to the Section line common to Sections 34 and 35, T42N, R5W, MDM and the East boundary of Sewer Treatment Plant property also the end of easement "L".

SISKIYOU COUNTY
OFFICIAL RECORDS

ORIGINAL

Mrs. Madelon G. Gilman, City Clerk
City of Weed
Box 470
Weed

1642

AUG 13 1 31 PM '69
Vol. 580 Page 391
Ernest T. Johnson
RECORDER
no chg

EASEMENT

THIS EASEMENT, Made and entered into by and between INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter referred to as "Grantor"), and CITY OF WEED, a municipal corporation (hereinafter referred to as "Grantee"):

W I T N E S S E T H T H A T:

For and in consideration of Ten Dollars ($10) and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto the Grantee an easement for a road right-of-way fifty (50) feet in width to provide access for a city dump, as said road is now constructed and located and depicted on Exhibit "A" hereto attached over the following described premises situated in Siskiyou County, California:

> Beginning at a point on a city road, Angel Valley Road, said point lying North 89° 56' East 2360.65 feet and South 38° 49' West 69.63 feet from ¼ Section Corner common to Sections 35 and 36, T42N, R5W, MDM., ran South 56° 55' East 1320.50 feet; thence South 75° 11' East 397.92 feet; thence South 72° 44' East 493.68 feet; thence South 35° 22' East 352.97 feet; thence South 25° 37' East 1520.31 feet intersected Section Line between Section 1, T41N, R5W, and Section 6, T41N, R4W, MDM., South 85° 06' West 78.20 feet of Section Corner common to Section 36, T42N, R5W, Section 31, T42N, R4W, Section 1, T41N, R5W, and Section 6, T41N, R4W, MDM., continued South 25° 37' East 94.88 feet; thence South 37° 47' East 1447.21 feet; thence South 54° 52' East 966.31 feet; thence South 73° 16' East 904.81 feet to a point on the Northsouth center Section Line of Section 6, T41N, R4W, MDM., said point lying South 0° 09' West 1926.54 feet of ¼ Section Corner common to Section 31, T42N, R4W, MDM., and Section 6, T41N, R4W, MDM., and also said point determining the East Boundary property line of International Paper Company.
>
> Said right-of-way shall be twenty-five (25) feet each side of the center line described above.

This easement is granted under the following terms and conditions:

1. The duration of this easement shall be for so long

as the Grantee continues to use its dump site in Section 6, T41N, R4W, MDM for the disposal of solid waste and uses said right-of-way above described for the purpose of providing access thereto. Upon the cessation of such dump use or such road use, this easement shall automatically expire and any and all rights of Grantee shall revert to the Grantor, its successors and assigns.

2. This easement shall not be assignable by the Grantee, nor shall the Grantee permit said road to be used for any purposes than those set forth herein.

3. The Grantee will maintain the road at all times at its expense, and will keep the right-of-way clean and free of trash.

4. Grantee will fence both sides of the right-of-way at its expense with three-strand barbed wire.

5. Grantee will cause use of the dump and road to be subject to an appropriate regulating ordinance and will keep the road posted at all times.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its officers thereunto duly authorized this 31st day of May, 1969.

INTERNATIONAL PAPER COMPANY

By [signature]
General Manager
Long-Bell Division

APPROVED AS TO FORM
[signature]
Attorney

Attest:
[signature]
Assistant Secretary

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 31st day of May, 1969 before me, WILMA R. WHITNEY

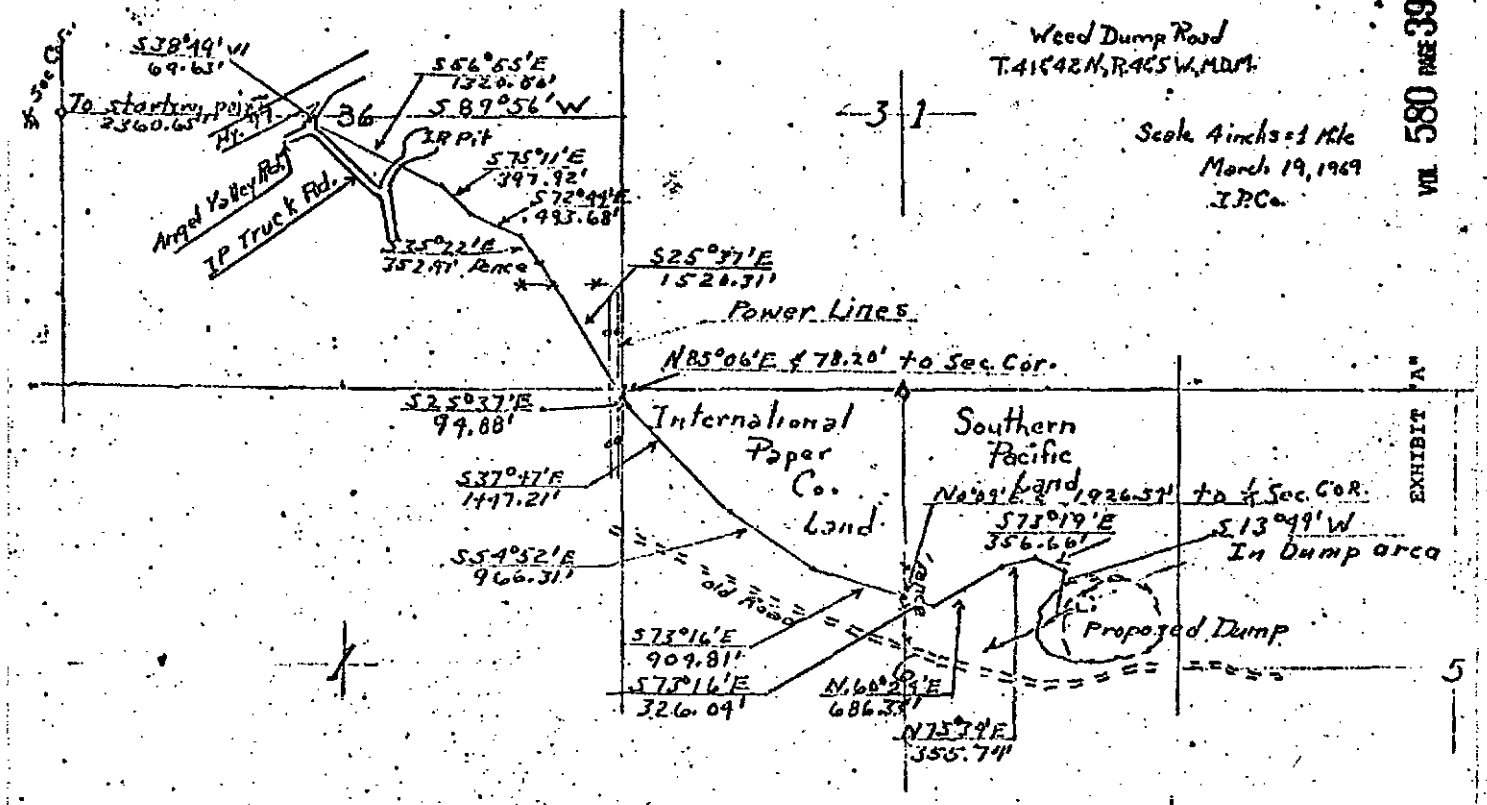
a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Eliot H. Jenkins, to me known to be the General Manager of the Long-Bell Division of International Paper Company, the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cowlitz, State of Washington the day and year in this certificate first above written.

Wilma R. Whitney
Notary Public in and for the State
of Washington, residing at Longview

My commission expires 3-26-70

SISKIYOU COUNTY
OFFICIAL RECORDS



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RESOLUTION NO. 12-69

A RESOLUTION ACCEPTING A CONVEYANCE
FROM INTERNATIONAL PAPER COMPANY

The City Council of the City of Weed has heretofore authorized the acquisition of lands and premises required for a roadway right-of-way fifty (50) feet in width to provide access for a city dump, over and across the lands and premises hereinafter described.

NOW, THEREFORE, BE IT RESOLVED, that the City of Weed do and it does hereby accept that certain Easement dated the 31st day of May, 1969, wherein International Paper Company, a New York corporation, is Grantor and the City of Weed, a municipal corporation, is Grantee, and which grant is over and across those certain lands in the County of Siskiyou, State of California, described as follows:

> Beginning at a point on a city road, Angel Valley Road, said point lying North 89° 56' East 2360.65 feet and South 38° 49' West 69.63 feet from ¼ Section Corner common to Sections 35 and 36, T42N, R5W, MDM., ran South 56° 55' East 1320.50 feet; thence South 75° 11' East 397.92 feet; thence South 72° 44' East 493.68 feet; thence South 35° 22' East 352.97 feet; thence South 25° 37' East 1520.31 feet intersected Section Line between Section 1, T41N, R5W, and Section 6, T41N, R4W, MDM., South 85° 06' West 78.20 feet of Section Corner common to Section 36, T42N, R5W, Section 31, T42N, R4W, Section 1, T41N, R5W, and Section 6, T41N, R4W, MDM., continued South 25°37' East 94.88 feet; thence South 37° 47' East 1447.21 feet; thence South 54° 52' East 966.31 feet; thence South 73° 16' East 904.81 feet to a point on the Northsouth center Section Line of Section 6, T41N, R4W, MDM., said point lying South 0°09' West 1926.54 feet of ¼ Section Corner common to Section 31, T42N, R4W, MDM., and Section 6, T41N, R4W, MDM., and also said point determining the East Boundary property line of International Paper Company.
>
> Said right-of-way shall be twenty-five (25) feet each side of the center line described above.

BE IT FURTHER RESOLVED, that the Mayor of the City of Weed be and he hereby is authorized, directed and empowered to endorse upon such conveyance the acceptance thereof by the City of Weed in pursuance of this resolution.

SISKIYOU COUNTY
OFFICIAL RECORDS

I HEREBY CERTIFY that the foregoing resolution was passed and adopted at a regular meeting of the City Council of the City of Weed held on the 10th day of July, 1969, by the following vote to-wit:

AYES: COUNCILMEN Linville, Soletti, Beck, Scribner

NOES: NONE

ABSENT: COUNCILMAN Rizzo

/s/George H. Beck
Mayor, City of Weed

ATTEST:

/s/Madelon G. Gilman
City Clerk, City of Weed

Certified a true and correct copy of Resolution No. 12-69
passed and adopted by the City Council at a regular
meeting held July 10, 1969
Madelon G. Gilman
City Clerk, City of Weed

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SISKIYOU COUNTY
OFFICIAL RECORDS

RECORDED AT REQUEST OF
SISKIYOU UNION HIGH SCHOOL DISTRICT
00 MIN. PAST 8 A. M. BOX 418
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF. Mt. Shasta, Ca.
SEP 18 1969
Vol. 582 Page 75
Ernest Johnson
RECORDER FEE $ no chg

3387

GRANT OF EASEMENT

THIS INDENTURE, made by and between INTERNATIONAL PAPER COMPANY, a corporation, hereinafter referred to as "Grantor," and SISKIYOU UNION HIGH SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws of the State of California, hereinafter called "Grantee",

W I T N E S S E T H:

That the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby GRANTS to the Grantee and to its successors and assigns, a perpetual easement and right of way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, for the transmission of water, a pipeline and all necessary connections, fastenings, valves and fittings for use in connection with said pipeline in, under, along and across that real property in the County of Siskiyou, State of California, described as follows:

A ten (10) foot wide easement for the installation and maintenance of a water line located in the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section One (1), Township Forty-one (41) North, Range Five (5) West, Mount Diablo Meridian, the centerline of said easement being described as follows:

Beginning at the most Easterly corner of Weed Subdivision Unit No. 2 as per map recorded in Town Map Book No. 3, page 18, in the office of the Siskiyou County Recorder; thence North 31° 03' 40" West, 109.62 feet along a northeasterly line of said Subdivision to the TRUE POINT OF BEGINNING; thence North 2° 05' 41" East, 129.50 feet to the Southerly line of the J. H. Baxter Company property.

All side lines of the above described easement are to be prolonged or shortened so as to intersect all property lines at the beginning and the end of the above described easement.

TOGETHER with the right of ingress to and egress from said right of way and the right at all times to enter in, over and upon said right of way and every part thereof and also to use said right of way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said pipeline.

The Grantee agrees that said pipeline shall be laid down, constructed and maintained at a depth of not less than 28 inches below the present surface of the ground.

The Grantee agrees, upon the completion of any of its works hereunder, to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.

To have and to hold, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

Grantee, by acceptance hereof, covenants and agrees:

(a) That it shall not fence said strip;

(b) That it shall promptly backfill any trench made by it on said strip and repair any damage it shall do to Grantor's private roads or lanes on said lands;

(c) That it shall indemnify Grantor against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of Grantee, its agents, contractors or employees in the course of their employment.

Grantor reserves the right to use said strip for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipeline; and provided further that Grantor shall have the right at any time and from time to time, if in the sole opinion of Grantor the location of said easement and pipeline interferes with Grantor's use of its property, to require Grantee at its sole cost and expense to relocate said easement and pipeline in a location satisfactory to Grantor.

IN WITNESS WHEREOF, the Grantor has executed this indenture the 14th day of August, 1969.

INTERNATIONAL PAPER COMPANY

By Eliot H. Jenkins
General Manager
Long-Bell Division

ATTEST:
Assistant Secretary

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 14 day of August, 1969, before me personally appeared Eliot H. Jenkins, to me known to be the General Manager of the Long-Bell Division of International Paper Company, the corporation that executed the written 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 authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Wilma R. Whitney
Notary Public in and for the State of Washington, residing at Longview.

The Board of Trustees of the Siskiyou Union High School District at a regular meeting held on Wednesday, September 10, 1969, hereby accepts the above Easement from International Paper Company.

Robert H. Malley
Clerk

SISKIYOU COUNTY
OFFICIAL RECORDS

FORM 2702 1-69

13393

File No.
ER/WO No.

RIGHT-OF-WAY EASEMENT
(Corporate)

For value received, International Paper Company, ~~Long-Bell Division~~ a New York corporation, hereinafter referred to as Grantor, does hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Siskiyou County, State of California, to wit:

Located in the NE¼ of the NW¼ and in the NW¼ of the NE¼ of Section 1, Township 41 North, Range 5 West, M.D.M. as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

RECORDED AT REQUEST OF
PAC. POWER & LIGHT CO. - Yreka
OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.
JUN 18 8 16 AM '70
Vol. 595 Page 399
Ernest T. Johnson
RECORDER FEE $ 2.80 paid

Together with the right of ingress and egress over the adjacent lands of the Grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantor reserves the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantor (including its successors or assigns) shall conform strictly to the provisions of any then applicable safety code or regulations pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 30th day of April, 19 69.

International Paper Company, ~~Long-Bell Division~~

By: Eliot H. Jenkins
General Manager (Title)
Long-Bell Division

INTERNATIONAL PAPER COMPANY CORPORATE SEAL

Attest: [illegible]
Assistant Secretary (Title)

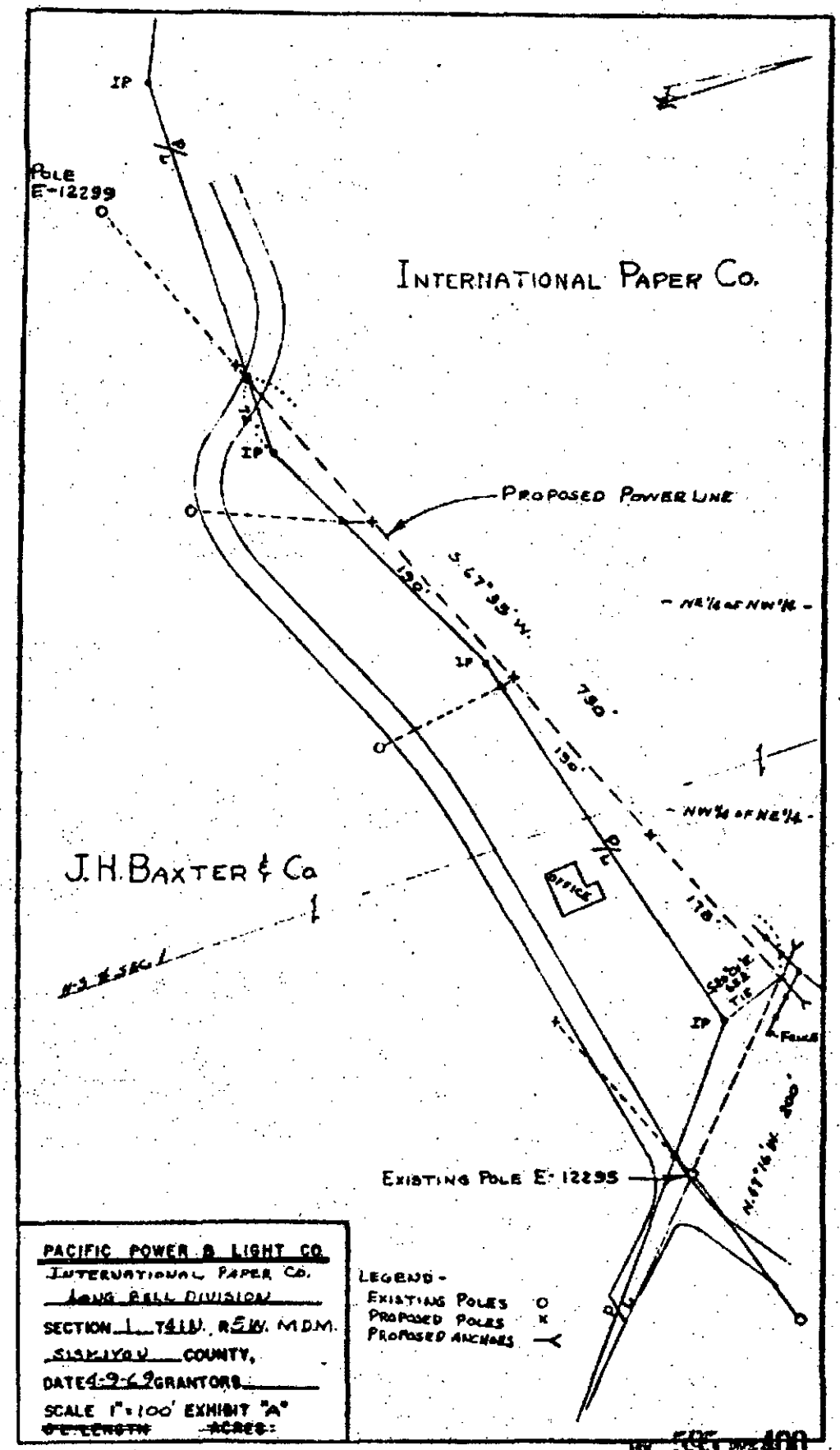
STATE OF Washington
County of Cowlitz } ss.

On this 30th day of April, 1969, before me personally appeared Eliot H. Jenkins, to me personally known to be the General Manager, Long-Bell Division of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say: That he is the General Manager of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

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

NOTARY PUBLIC MAR 26 1970 STATE OF WASHINGTON

Wilma R. Whitney
Notary Public for the State of Washington
Residing at Longview, Washington
My commission expires March 26, 1970



PACIFIC POWER & LIGHT CO.
INTERNATIONAL PAPER CO.
LONG BELL DIVISION
SECTION 1 T41N. R5W. MDM.
SISKIYOU COUNTY,
DATE 4-9-69 GRANTORS
SCALE 1" = 100' EXHIBIT "A"
~~OF LENGTH~~ ~~ACRES~~

RETURN TO:

The Pac. Tel. & Tel. Co.
R/W Supervisor
3675 T Street, Room 117
Sacramento, California 95816

1827

RIGHT OF WAY EASEMENT

#03035
RECORDED AT REQUEST OF
PACIFIC TEL & TEL CO.
00 MIN. PAST 11 AM
OFFICIAL RECORDS SISKIYOU COUNTY, CALIF.
AUG 1 - 1974
Vol. 715 Page 556
RECORDER FEE $ 6.00 paid

NO COUNTY TRANSFER TAX DUE
BY T. Holguin THE PAC. TEL. & TEL. CO.

INTERNATIONAL PAPER COMPANY, a New York corporation, hereinafter called "Grantor," hereby grants to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee," the right from time to time to construct, place, inspect, maintain and replace communication facilities consisting of underground conduits, pipes, manholes, wires, cables, fixtures and appurtenances with associated above-ground marker posts and pedestals, together with a right of way therefore and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Siskiyou, State of California:

> That portion of Lot Four (4) in Section One (1), Township Forty-one (41) North, Range Five (5) West, MDB&M, being a strip of land fifteen (15) feet in width lying four (4) feet Easterly and Northerly and eleven (11) feet Westerly and Southerly of the following described line:
>
> Beginning at a point on the Northwesterly line of Mill Street, from which point the most Northerly corner of Unit No. 2, Weed Subdivision as per map recorded in Town Map Book No. 3, page 17, in the office of the Siskiyou County Recorder bears North 61° 54' 15" East, 152.50 feet; thence North 28° 05' 45" West, 701.16 feet; thence North 76° 39' 48" West, 202.50 feet; thence North 2° 55' 45" West, 43.27 feet to the Southerly right of way line of the Southern Pacific Railroad.

Said facilities shall be located along or within 2.5 feet of the above-described line.

The sidelines of the right of way are to be shortened or lengthened so as to commence and terminate on the Northerly and Southerly property lines of said property.

By accepting delivery of this grant, Grantee covenants and agrees as follows:

1. Grantee shall indemnify and save harmless Grantor, its successors and assigns, agents and servants from and against any and all damages, claims, suits, costs and expenses by reason of injury or death of persons or damage to property, other than those due to the negligence of Grantor, arising out of the exercise of any of the rights granted hereunder.

2. Grantee shall at its own expense keep said easement free from all

noxious weeds as required by any municipal,county, state or federal laws or regulations.

3. In the event that Grantee abandons the easement or fails to use it for distribution line purposes for a continuous period of two (2) years, the easement shall cease and Grantee shall execute, acknowledge and deliver to Grantor, its successors and assigns, a quitclaim deed in recordable form releasing such easement.

4. Grantee agrees that if the location of said facilities should interfere with use or development of said property by Grantor, Grantee shall, upon request by Grantor, at the sole cost of Grantee, make such adjustments of said facilities as may be necessary to eliminate said interference, provided that Grantor shall furnish Grantee, without cost, such replacing right of way along any relocated alignment of said facilities as may be necessary to effect said adjustments.

5. During construction and maintenance of said facilities the Grantee and its contractors shall carry Workmen's Compensation Insurance and Public and Automobile Liability Bodily Injury and Property Damage Insurance. Public liability Bodily Injury and Property Damage Insurance shall extend to cover the liability assumed by the Grantee under the terms of this easement.

Said insurance shall be in the following amounts and with companies satisfactory to the Grantor:

Bodily Injury:	$100,000 for injury to any one person; $300,000 for any one occurrence; and
Property Damage:	$100,000 for any one occurrence.

All insurance policies shall bear an endorsement requiring the insurer to give thirty (30) days' prior written notice to Grantor prior to cancellation or modification of such policies. The Grantee shall submit certificates of insurance to the Grantor for approval before entering upon any activity or performance under the terms of this easement.

6. Grantor reserves the right to use surface of said easement for building, storage, or any other use, provided Grantor shall notify Grantee sixty (60) days prior to placing permanent structures on said easement.

This grant is made subject to any easements, reservations, or restrictions of record.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 15TH day of DECEMBER, 19 73

INTERNATIONAL PAPER COMPANY

By _____ Pd
Assistant General Manager
Long-Bell Division

ATTEST:

_____
Assistant Secretary

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

By _____
Division Manager-Plant Engineering

ATTEST:

_____
Assistant Secretary

DESCRIPTION CHECKED AND FOUND CORRECT

_____
RIGHT-OF-WAY SUPT.

FORM APPROVED
[illegible]
By _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 16th day of July, 19 74, before me personally appeared R. K. Hood and L. E. LaBerge, to me known to be the Assistant General Manager, Long-Bell Division, and Assistant Secretary, respectively, of 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

_____
Notary Public in and for the State of Washington, residing at Longview

STATE OF CALIFORNIA)
) ss.
County of San Francisco

On this 21st day of March, 1974, before me Ellen A. Burns, a Notary Public in and for said State, duly commissioned and sworn, personally appeared D.E. Faber and E.G. Kitchen, known to me to be the Assistant Secretary and Division Manager, respectively, of The Pacific Telephone and Telegraph Company, the corporation that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of the corporation therein mentioned, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

ELLEN A. BURNS
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMMISSION EXPIRES FEBRUARY 17, 1975

Ellen A. Burns
Notary Public in and for said State

My commision expires: 2-17-75

DESCRIPTION CHECKED
AND FOUND CORRECT
L.F. Wellemeyer
RIGHT-OF-WAY SUPVR.

When Recorded Return To:

Small Business Administration
2202 Monterey Street
Fresno, CA 93721

RECORDED AT REQUEST OF
Superior Cal Title & Escrow Co.
OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.
Nov 8 11 59 AM '83
Vol. 1018, Page 208
RECORDER FEE $9.00 Pd

7814

ASSIGNMENT OF LEASSOR'S
INTEREST IN LEASE

This Assignment dated October 11 1983, by Roseburg Lumber Co., an Oregon corporation (Assignor) to SMALL BUSINESS ADMINISTRATION, ("SBA"),

Witnesseth: For Value Received, Assignor hereby grants and assigns to SBA all of Assignor's right, title and interest in the lease or leases, described in Schedule A, which demises all or a portion of the premises located in the City of Weed, Siskiyou County, State of California described as:

On Exhibit "A" attached hereto and by this reference made a part hereof.

Together with all extensions and renewals thereof and all guarantees of a security for Lessee's obligations, said lease or leases, whether singly or collectively and all extensions and renewals thereof, are hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

One: Payment of the indebtedness (including any extensions or renewals thereof) evidenced by debenture Note in the principal sum of FOUR HUNDRED TWENTY THOUSAND DOLLARS ($ 420,000), made by ECONOMIC DEVELOPMENT CORP. OF SHASTA COUNTY dated October 11 1983, payable to the order of SBA and secured by a security agreement, UCC-1 personal guarantees dated October 11 1983.

Two: Payment of all other sums with interest thereon becoming due and payable to SBA under the provisions hereof or under the provisions of said Note or debenture security agreement, UCC-1, personal guarantees.

Three: Performance of each obligation to SBA herein and in said Note or security agreement, UCC-1, personal guarantees.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES:

First: To perform each obligation of the lease by Lessor to be performed; at his sole cost and expense, to enforce or secure the performance of each obliation of the lease by the Lessee to be performed; not to modify the lease, nor accept surrender thereunder; not to anticipate the rents thereunder; nor to waive or release the Lessee thereunder of or from his obligations. Assignor assigns to SBA all Assignor's right and power to modify the terms of the lease and any attempt on the part of the Assignor to exercise any such right without written consent of SBA shall be breach of the terms hereof.

Second: At Assignor's sole cost to defend any action in any manner connected with the lease or the obligations thereunder, and to pay all costs of SBA including attorney's fees in a reasonable sum, in any such action in which SBA may appear.

Third: That should Assignor fail to do any act as herein provided, then SBA, but without obligation to do so and without notice to Assignor, and without releaseing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as SBA may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the defense of any action purporting

Sixth: Upon the payment in full of all indebtedness secured hereby, this assignment shall be void and of no effect, but the affidavit of any officer of SBA showing any part of said indebtedness to remain unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

Seventh: This assignment inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devises, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignors covering the demised premises or any part thereof. In this assignment whenever the context so requires, masculine gender includes feminine and neuter, and singular number includes plural, and conversely. All obligations of each Assignor hereunder are joint and several.

Eighth: All notices hereunder shall be in writing and sent by certified mail addressed as follows:

To the Assignor at the address appearing with his signature. P. O. BOX1088 Roseburg, Oregon 97470

To SBA at 2202 Monterey Street, Fresno, CA. 93721

ROSEBURG LUMBER CO,. An Oregon Corporation

By: J. E. Snodgrass, Treas — P.O. Box 1088 Roseburg, Or.

ASSIGNOR — ADDRESS

ASSIGNOR — ADDRESS

ASSIGNOR — ADDRESS

ALL SIGNATURES TO BE NOTARIZED

STATE OF OREGON)
) ss.
County of Douglas)

On this 2nd day of November, in the year 1983, before me, Geneva W. Book a Notary Public in and for said State, duly commissioned and sworn, personally appeared J. E. Snodgrass known to me to be the Treasurer of the corporation that executed the within instrument, and to be the person(s) who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

GENEVA W. BOOK NOTARY PUBLIC STATE OF OREGON

OFFICIAL SEAL

Geneva W. Book
Notary Public in and for the said State

VOL 1018 PAGE 209

to affect the security hereof or the rights or powers of SBA and also the performance of each obligation of Assignor in the lease contained; and in exercising such powers, to employ attorney's and other agents. To pay necessary costs and reasonable attorney's fees. To give prompt notice to SBA of any default of any Lessee and of any notice of default on the part of any Lessee and of any notice of default on the part of the Assignor with respect to the lease received from the Lessee, together with an accurate and complete copy thereof.

Fourth: To pay immediately to SBA upon demand all sums expended under the authority hereof, including reasonable attorney's fees, together with interest thereon at eight (8%) per cent per annum, and the same shall be added to the said indebtedness and shall be secured by said security agreement, UCC-1, personal guarantees

Fifth: And warrants to SBA that (a) Assignor has not executed any prior assignment of the lease or the rentals to accrue thereunder; or performed any act or executed any instrument which might prevent SBA from operating under any of the terms and conditions thereof, or which would limit SBA in such operation; or accepted rent under the lease for any period subsequent to the current period for which rent has already become due and payable; (b) there is no default now existing under the lease, and (c) Assignor has not executed or granted any modification whatever of the lease either orally or in writing, and that the lease is in full force and effect to the original terms and conditions thereof.

B. IT IS MUTUALLY AGREED THAT:

First: So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said security agreement UCC-1 or personal guarantees or lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy same.

Second: Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation herein or in said lease contained, SBA may declare all sums secured hereby immediately due and payable and may, at its option, without notice either in person or by agent, with or without bringing any action or by a receiver to be appointed by a court, enter, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, and do any acts which SBA deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as SBA may determine. The entering and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said security agreement, UCC-1, personal guarantees or invalidate any act done pursuant to such notice.

Third: Any default by Assignor in the performance of any obligation herein contained and the acceleration of the indebtedness secured hereby shall constitute a default under the terms of said Note or security agreement, UCC-1, personal guarantees entitling SBA to all rights and remedies therein contained, including specifically the right to declare a default thereunder and to elect to sell the property securing the same, or foreclose said security agreement, UCC-1, personal guarantees as provided by law.

Fourth: SBA shall not be obligated to perform nor does it hereby undertake to perform any obligation under the lease or this assignment, and the Assignor does hereby agree to indemnify against and hold SBA harmless from any liability, loss or damage under the lease or this assignment and all claims which may be asserted against it by reason of any alledged obligation to perform any of the terms in the lease; should SBA incur any such liability, loss or damage under the lease or this assignment, or in the defense of any such claims, the amount thereof, including costs and reasonable attorney's fees, shall be secured thereby and said security agreement, UCC-1, personal guarantees and Assignor shall reimburse SBA therefore immediately upon demand, and upon failure of Assignor shall reimburse SBA therefore immediately upon demand, and upon failure of Assignor to do so SBA may declare all sums secured hereby immediately due and payable.

Fifth: Until all indebtedness secured hereby shall have been paid in full, Assignor agrees to keep leased at a good and sufficient rental all the premises described herein and to assign to SBA any subsequent leases upon all or any part of such premises upon the terms and conditions herein contained, and to execute all instruments necessary therefore.

Assignment of Lessor's Interest in Lease from Assignor to Small Business Administration. The following described leases, which indicate the parties thereto as of the date hereof, are subject to this assignment: Roseburg Lumber Co., an Shasta Millwork, Inc. September 18, 1983 covering the factory building and improvements situated on North Davis Street on the Southern portion of the real property described in Exhibit A.

EXHIBIT "A"

All that real property situated in the County of Siskiyou, State of California, described as follows:

I. REMNANT

A. Mill Site

Township 41 North, Range 5 West, M.D.M. and Township 42 North, Range 5 West, M.D.M. (Mill Site)

A fractional portion of the North 1/2 and the Northwest 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 2, both in Township 41 North, Range 5 West, M.D.M., lying Easterly and Southerly of the Southern Pacific Transportation Company 100 foot strip known as the Old Klamath Falls line as described in deed recorded July 10, 1918 in Book 98 of Deeds, page 488, Northerly and Easterly of the Southern Pacific Transportation Company 200 foot strip known as the Main Line to Ashland, Westerly and Northwesterly of the Westerly and Northwesterly lines of North Davis Avenue as described in Dedication to City of Weed, recorded April 10, 1964 in Book 501 Official Records, page 738, Siskiyou County Recorder's Office, and Northwesterly of the Northwesterly line of Mill Street as shown on the map of Weed Subdivision Unit No. 2 filed December 10, 1958 in Town Map Book 3, page 13, Siskiyou County Recorder's Office, including a small portion of Mill Street conveyed to International Paper Company by deed recorded January 14, 1966 in Book 525 Official Records, page 59, Siskiyou County Recorder's Office.

EXCEPTING THEREFROM all that portion of the North 1/2 of Section 1 lying Easterly of Weed Subdivision Unit No. 2 and Southerly of the following described line: Beginning at the most Northerly corner of Lot 20 in Block 15, Weed Subdivision Unit No. 2; thence North 66° 04' 05" East 247.65 feet; thence North 33° 02' 52" East 88.57 feet; thence South 67° 59' 10" East 271.38 feet; thence North 89° 45' 21" East 356.48 feet; thence North 64° 00' 00" East 268.43 feet; thence North 75° 36' 37" East 396.23 feet; thence Northeasterly on a direct line to the Northeast corner of Section 1.

Also Parcel 1 according to the Parcel Map for International Paper Co. in portions of Section 1 and 2, Township 41 North, Range 5 West, M.D.M. filed September 2, 1977 in Parcel Map Book 5, Page 69, Siskiyou County Recorder's Office.

EXCEPTING THEREFROM the following described portion of said Parcel 1: Beginning at the Southerly corner of Tract A, as per that certain plat recorded in Book 5 of Record Surveys at page 156, Siskiyou County Records, being a point on a curve concave to the West and having a radius of 100.00 feet, a radial line to said point bears North 80° 04' 24" East, and being a point on the Northeasterly line of White Avenue, a privte road; thence Northwesterly 35.38 feet along said curve and Northeasterly line through an angle of 20° 16' 24"; thence North 30° 12' West, 96.07 feet to the beginning of a curve concave to the East and having a radius of 20.00 feet; thence Northeasterly 32.73 feet along said curve through an angle of 93° 45' 26" to a point of cusp with the Southeasterly line of North Davis Avenue, a public street; thence South 63° 33' 26" West 80.18 feet along said Southeasterly line to a point of cusp with a curve concave to the Southwest and having a radius 20.00 feet; thence Southeasterly 30.10 feet along said curve through an angle of 86° 14' 34"; thence South 30° 12' East, 101.33 feet to the beginning of a curve concave to the West and having a radius of 60.00 feet; thence Southerly, 78.99 feet along said curve through an angle of 75° 26', a radial line to such point bears South 44° 46' East; thence South 44° 46' East, 20.00 feet along said radial line to a point on a curve concave to the Northwest and having a radius of 80.00 feet, a radial line to such point bears South 44° 46' East; thence Northeasterly, 67.83 feet along said curve through an angle of 48° 34' 39" to a point, a radial line to such point bears North 86° 39' 21" East; thence North 56° 00' East, 22.48 feet to the point of beginning.

All that portion of the Southeast 1/4, the Southeast 1/4 of the Southwest 1/4 and of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 42 North, Range 5 West lying Southeasterly of the Southeasterly line of the Southern Pacific Transportation Company 100 foot strip known as the Old Klamath Falls line as described in deed recorded in Book 98 of Deeds, page 488 Siskiyou County Recorder's Office.

ALSO all that portion of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 36, Township 42 North, Range 5 West, and the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 41 North, Range 5 West, M.D.M. lying Northwesterly of the Northwesterly line of the Southern Pacific Company 100 foot strip described above.

ALSO all that certain lot, piece or parcel of land, situate, lying and being in the County of Siskiyou, State of California, and bounded and particularly described as follows, to wit: Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 36, Township 42 North, Range 5 West M.D.M., and running North 580 feet to the County Road; thence Southwest along County Road 820 feet; thence East 591 feet to place of beginning, being all that portion of the Southwest 1/4 of Southwest 1/4 of said Section 36 laying South and East of said County Road running from the town of Weed to Carrick Creek.

ALSO including all that portion of the 100 foot strip in Section 36, Township 42 North, Range 5 West, M.D.M. known as the old Klamath Falls line as described in deed recorded April 9, 1903 in Book 61 of Deeds, page 219; deed recorded July 11, 1904 in Book 64 of Deeds, page 565 and deed recorded July 10, 1918 in Book 98 of Deeds, page 488 lying Northeasterly of a line at right angles to the centerline of Southern Pacific Company's log unloading track at Engineers Station 62+10.

ALSO EXCEPTING therefrom part of the Northeast quarter of Southwest quarter of Section 36, Township 42 North, Range 5 West, M.D.M., described as beginning at a point on the Southerly right of way line of U.S. Highway No. 97 from which the Northwest Corner of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 42 North, Range 5 West, M.D.B.& M. bears North 302.97 feet; thence South 615.8 feet to Northerly right of way line of County Road; thence North 29° 32' East 323.85 feet; thence North 40° 02' East 215.3 feet; thence North 54° 56' East 217.5 feet; thence North 64° 26' East 266.25 feet; thence North 61° 29' East 321.69 feet; thence North 32° 29' East 100.0 feet, more or less, to a point from which the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 36 bears East 286.4 feet; thence West 291.4 feet more or less to the Southerly and Easterly right of way line of Highway No. 97; thence Southwesterly along the Southerly and Easterly right of way line of U.S. Highway No. 97 and to the place of beginning.

ALSO EXCEPTING all that portion of the above described lands conveyed to the City of Weed for public streets as described in deed dated September 6, 1972, recorded November 20, 1972 in Book 677 Official Records, page 576, Siskiyou County Recorder's Office.

Return to:

James Nile
Assistant Manager,
Forestry
1626 Court St.
Redding, CA 96001

RECORDED AT REQUEST OF
S.P. Land Co.

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

AUG 7 2 29 PM '84

C84009939

RECORDER FEE $ 7.00

84009939

Page 1 of 7 pages

ROAD EASEMENT

ROSEBURG LUMBER COMPANY, an Oregon corporation, grants to SOUTHERN PACIFIC LAND COMPANY, a California corporation and its assigns, an easement for an existing road over the parcels of land in the County of Siskiyou, State of California, described as follows:

An easement along the existing City of Weed dump road for ingress, egress and public utilities, being a strip of land 60 feet in width, lying 30 feet on each side of the following described line:

Beginning at a centerline point known as California State Engineers' Station "D" 3+85, said station being located in the Southwest 1/4 of Section 36, T42N, R5W, MDB & M, and from which station California State Highway Control Monument 97-1D, being a T-bar in concrete located along the southerly right-of-way of State Highway Number 97, bears North 70 degrees 00 minutes 55 seconds West, 426.35 feet, said Station "D" 3+85 being the true point of beginning for this description.

Thence along the following centerline courses:

1. South 56 degrees 02 minutes 24 seconds East, 964.84 feet;
2. thence along a tangent curve to the left, concave northeasterly, having a radius of 750 feet, a central angle of 17 degrees 06 minutes 14 seconds, and an arc length of 223.89 feet;
3. thence South 73 degrees 08 minutes 38 seconds East, 351.28 feet;
4. thence along a tangent curve to the left, concave northeasterly, having a radius of 1600 feet, a central angle of 4 degrees 55 minutes 52 seconds, and an arc length of 137.70 feet;
5. thence South 78 degrees 04 minutes 30 seconds East, 173.32 feet;
6. thence along a tangent curve to the right, concave southwesterly, having a radius of 520 feet, a central angle of 52 degrees 33 minutes 26 seconds, and an arc length of 476.99 feet;
7. thence South 25 degrees 31 minutes 04 seconds East, 1393.45 feet;

8. thence along a tangent curve to the left, concave northeasterly, having a radius of 1700 feet, a central angle of 11 degrees 39 minutes 30 seconds, and an arc length of 345.91 feet;
9. thence South 37 degrees 10 minutes 34 seconds East, 191.98 feet;
10. thence along a tangent curve to the right, concave southwesterly, having a radius of 2000 feet, a central angle of 5 degrees 01 minutes 52 seconds, and an arc length of 175.62 feet;
11. thence South 32 degrees 08 minutes 42 seconds East, 125.45 feet;
12. thence along a tangent curve to the left, concave northeasterly, having a radius of 350 feet, a central angle of 12 degrees 49 minutes 51 seconds, and an arc length of 78.38 feet;
13. thence South 44 degrees 58 minutes 33 seconds East, 100.33 feet;
14. thence along a tangent curve to the right, concave southwesterly, having a radius of 930 feet, a central angle of 7 degrees 03 minutes 35 seconds, and an arc length of 114.59 feet;
15. thence South 37 degrees 54 minutes 58 seconds East, 612.98 feet;
16. thence along a tangent curve to the left, concave northeasterly, having a radius of 550 feet, a central angle of 17 degrees 02 minutes 35 seconds, and an arc length of 163.60 feet;
17. thence South 54 degrees 57 minutes 33 seconds East, 586.00 feet;
18. thence along a tangent curve to the left, concave northeasterly, having a radius of 1050 feet, a central angle of 19 degrees 26 minutes 26 seconds, and an arc length of 356.27 feet;
19. thence South 74 degrees 23 minutes 59 seconds East, 206.12 feet;
20. thence along a tangent curve to the right, concave southwesterly, having a radius of 5000 feet, a central angle of 3 degrees 47 minutes 31 seconds, and an arc length of 330.91 feet;
21. thence South 70 degrees 36 minutes 28 seconds East, 250.31 feet, more or less, to the North-South centerline of Section 6, T41N, R4W, MDB & M, said point being the termination of this description.

The side lines of the above described strip of land 60 feet in width are to be extended or shortened so as to begin at the property line of the State of California which passes through the above mentioned Station "D" 5+85 and terminate at the above mentioned North-South centerline of Section 6, T41N, R4W, MDB & M.

All of the above bearings and distances are based on the California State Plane Coordinate System, Zone 1. Multiply the shown grid distances by 1.000233 to obtain ground distances.

The said easement hereby granted is for the reconstruction, maintenance, and full, free and quiet use and enjoyment of the existing road, as it is presently located and in place over and across the above described premises. The easement is shown according to a plat marked Exhibit "A" attached hereto and made a part hereof.

The width of said easement shall be 60 feet, 30 feet on eachside of the centerline, or more if necessary, to accomodate cuts and fills and provide for proper drainage.

Grantors reserve unto themselves, their successors and assigns the right to use the existing road for all proper and lawful purposes to serve Grantor's property, which will not unduly interfere with Grantee's use of the road.

IN WITNESS WHEREOF, Grantor has executed these presents this 18th day of June, 1984.

ROSEBURG LUMBER COMPANY

By John J. Stephens
(Title)

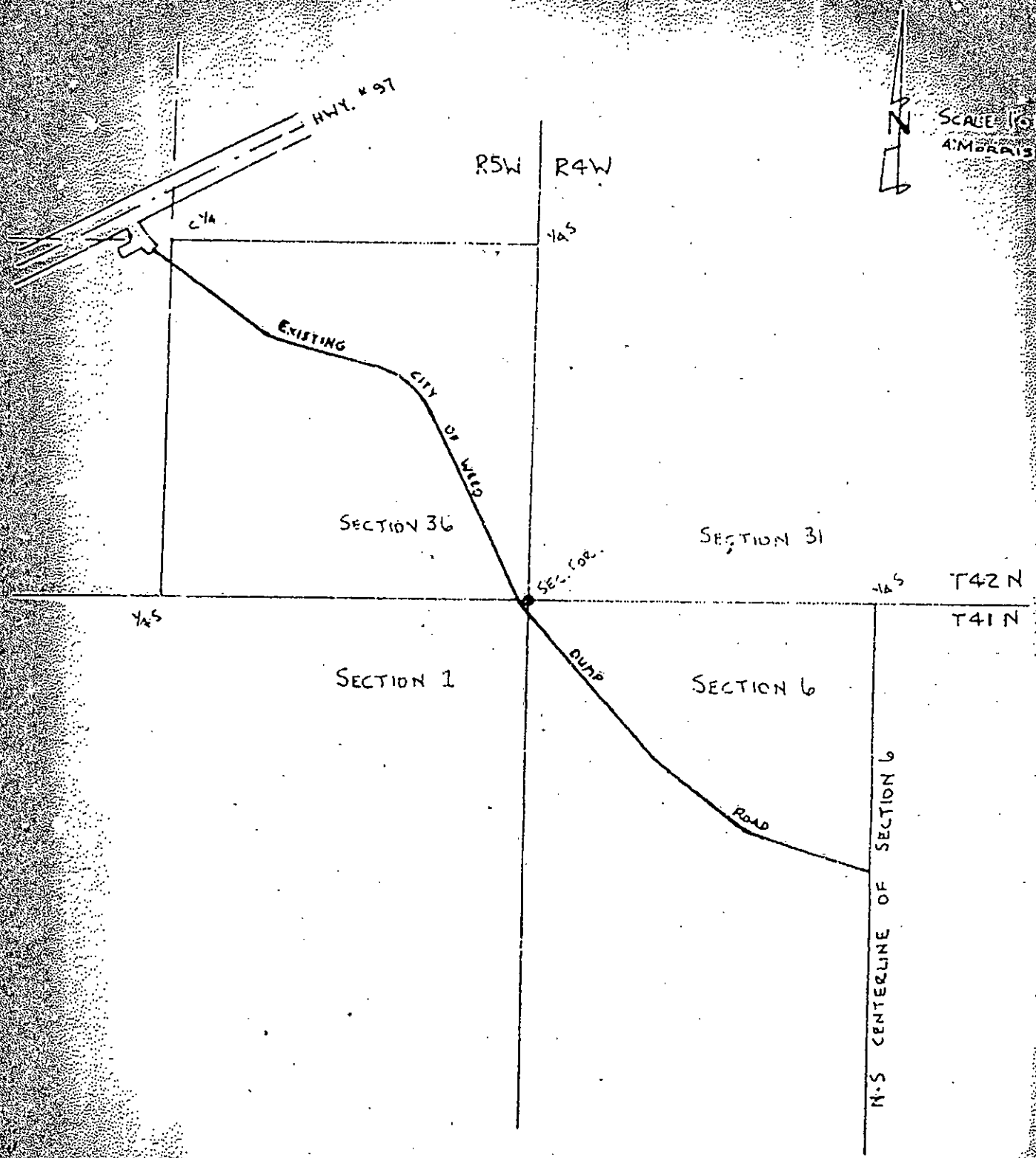
STATE OF OREGON)
County of Douglas)

On this 18th day of June, in the year 1984, before me, Geneva W. Book a Notary Public in and for said State, duly commissioned and sworn, personally appeared John J. Stephens known to me to be the President of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Geneva W. Book
Notary Public in and for the said State
My Commission Expires 8/24/87

Exhibit "A"

City of Weed Dump Road



Roseburg Forest Products Co.
98 Mill St.
P. O. Box 680
Weed, CA 96094

87004880

RECORDED AT REQUEST OF
ROSEBURG FOREST PRODUCTS CO

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.
MAY 11 3 14 PM '87
#87004880
RECORDER FEE $ 9.00

Page 1 of 3 pages

DOCUMENT

WOODWASTE LANDFILL CLOSURE

LANDOWNER

Roseburg Forest Products Co.
P. O. Box 1088
Roseburg, Oregon 97470

LOCATION

Roseburg Forest Products Veneer
Facility - Weed, California
(S.W.1/4, Sec. 36, T42N, R5W, M.D.M.)

DESCRIPTION

DESCRIPTION: This site was operated and closed by International Paper Company (former land owner) under Solid Waste Facility Permit No. 47-AA-025 and California Regional Water Control Board Order No. 75-242. This 12-1/2 acre site was used exclusively by International Paper Company (IPCo) to deposit approximately 300,000 cubic yards of wood and earth originating from mill yard clean-up. The site was capped with two to three feet of dirt and rock during 1982 by IPCo. The site has been inactive since that time as a landfill. It is currently used for a log decking storage area.

Mike Blomme' 5/8/87
Mike Blomme'
Plant Engineer
Roseburg Forest Products Co.

GENERAL ACKNOWLEDGMENT

NO. 201

State of California
County of Siskiyou } ss.

On this the 8th day of May 1987, before me,

Deborah J. Salvestrin,

the undersigned Notary Public, personally appeared

Mike Blomme', Plant Engineer, Roseburg Forest Products

X personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
DEBORAH J SALVESTRIN
NOTARY PUBLIC - CALIFORNIA
SISKIYOU COUNTY
My comm. expires DEC 10, 1990

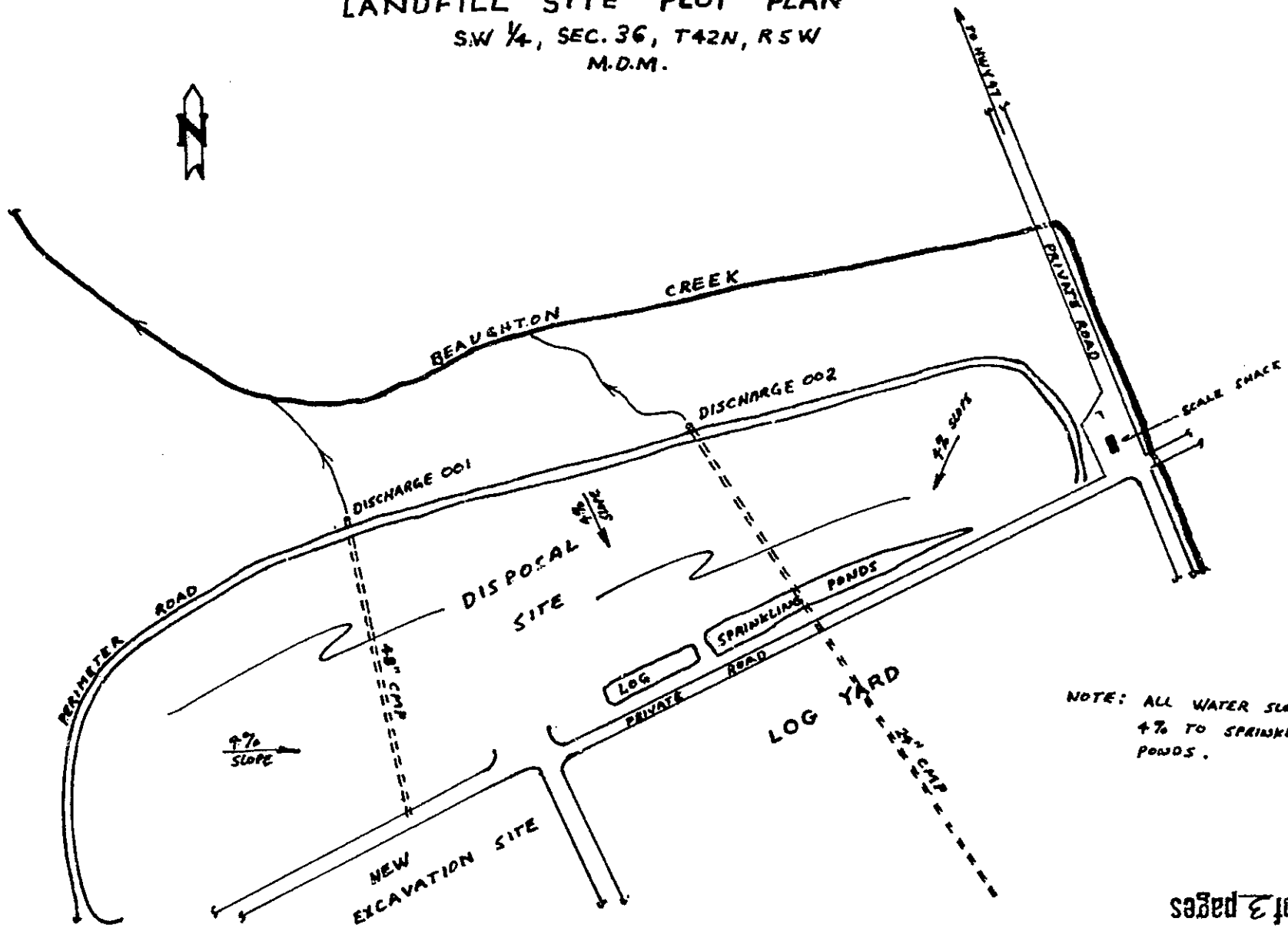
Deborah J. Salvestrin
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

7110 122

LANDFILL SITE PLOT PLAN

S.W 1/4, SEC. 36, T42N, R5W
M.D.M.



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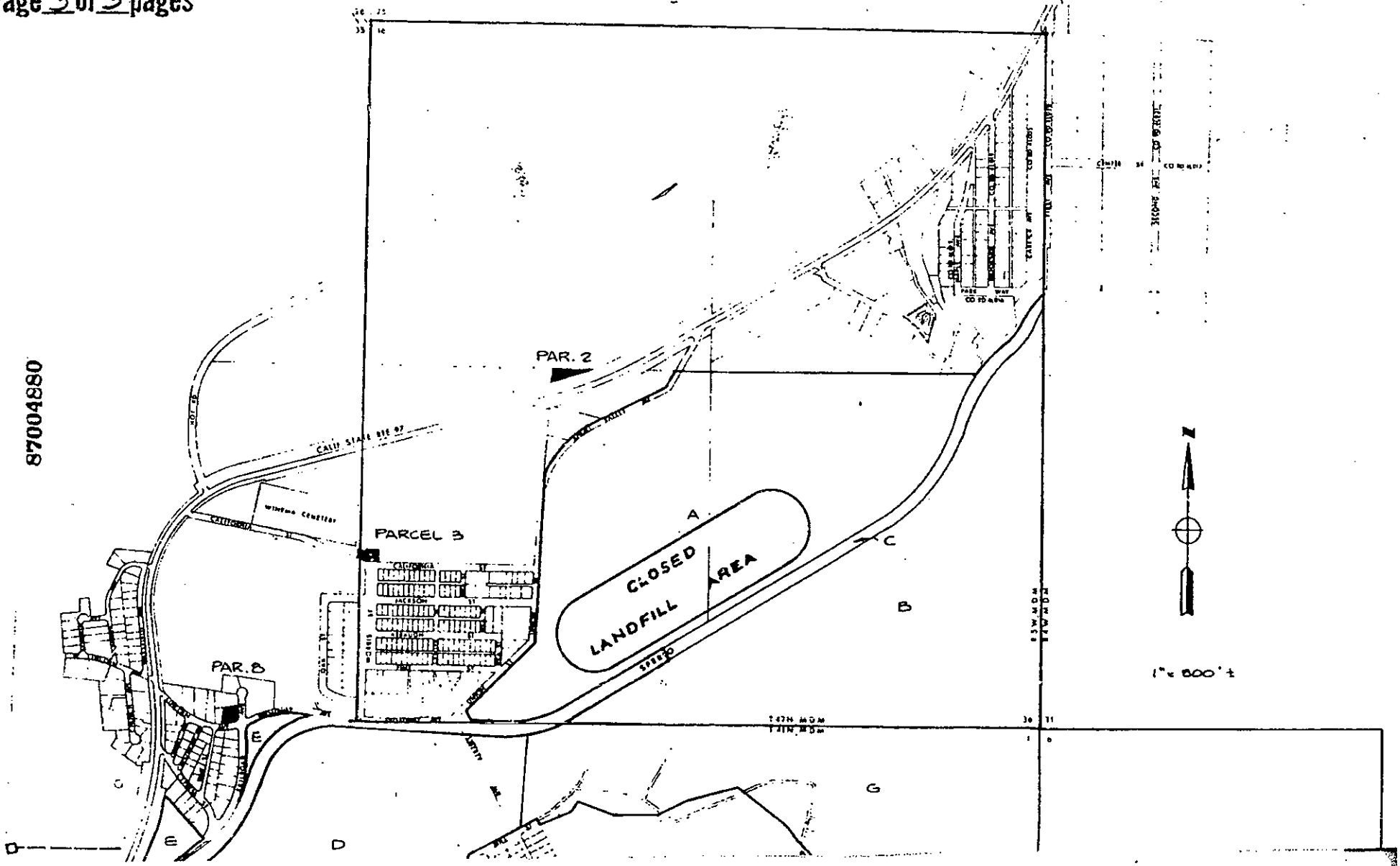
LANDFILL LOCATION



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Roseburg Forest Products
P.O. Box 680
Weed, CA 96094

91013783

Pages 1 of 42 pages

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region IX

In The Matter Of: The J.H. Baxter Superfund Site Weed, California J.H. Baxter & Co., International Paper, Roseburg Forest Products, Beazer East, Inc., Chicago Bridge & Iron, Inc., Aluminum Company of America (ALCOA) Respondents	U.S. EPA Docket No.91-21

Proceeding Under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9606(a))

ADMINISTRATIVE ORDER FOR REMEDIAL DESIGN AND REMEDIAL ACTION

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ADMINISTRATIVE ORDER

FOR REMEDIAL DESIGN AND Remedial Action

I. INTRODUCTION AND JURISDICTION

This Administrative Order (the "Order") is issued by the United States Environmental Protection Agency ("EPA") under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580 (52 Fed. Reg. 2926, January 29, 1987), and was further delegated to EPA Regional Administrators on September 13, 1987 by EPA Delegation No. 14-14-B. This Order is issued to the above-captioned Respondents (the "Respondents") by EPA to perform the remedial design and remedial action as described in the Record of Decision for the J. H. Baxter Site ("the Baxter Site" or "the Site"), dated September 25, 1990.

II. FINDINGS OF FACT

A. Site Description

1. The Baxter Site includes the J. H. Baxter property, portions of the Roseburg Forest Products property, and the areal extent of contamination necessary for the implementation of the response action. The Site is located on the northeastern margin of the city of Weed, Siskiyou County, California. Weed is located in the southeastern margin of Shasta Valley, about 10 miles west-northwest of the peak of Mount Shasta, and approximately 40 miles south of the Oregon/California border.

2. The site is bordered on the west and northwest by

residential areas of Weed including Siskiyou Union High School, to the north by Angel Valley Subdivision and Lincoln Park, to the east by mixed woodlands, and to the south by irrigated pasture. Beaughton Creek runs through the eastern portion of the site and forms the northern boundary of the site. Land use in the site area consists of industrial activities carried out by J.H. Baxter, Roseburg Forest Products, and Morgan Wood Products. Land use adjacent to the site consists of pasture, mixed woodland, wildlife habitat, and residential development.

3. Regional physiographic features include Shasta Valley, Mount Shasta, Mount Shastina, and Black Butte. The site is underlain by coalescent fans of pyroclastic, mudflow, glacial, and fluvial deposits from the northwestern flank of Mount Shasta and Mount Shastina. The water table is shallow, 0-10 feet below ground surface, emergent in some areas of the site, and fluctuates with variable recharge conditions due to rainfall and snow melt. The Site receives most of its average 27 inches of precipitation during the winter as rain and snow.

4. The Baxter wood treatment plant and its numerous structures and surrounding grounds comprise approximately 33 acres. Roseburg Forest Products owns approximately 1000 acres adjacent to the J.H. Baxter property. Wood treatment operations on the J. H. Baxter property consist of a retort building with two pressurized wood treating vessels (retorts), a kiln for wood drying, a storage shed for treated lumber, an incisor building to prepare wood for treatment, a chemical mixing building, chemical storage tanks, a 500,000-gallon tank once used for creosote and currently used for process water storage, treated wood storage

areas, drip pads in front of the retorts, a poleyard, an office building, and abandoned wastewater impoundments.

5. Lumber operations on the Roseburg property include several sprinkler decks for irrigating logs, dry log-storage decks, sprinkler system recovery ponds, a lumber mill and veneer plant, processed wood storage yard, and a wood-fuel power plant. Notable features on Roseburg's property include an excavation and french drain system placed on site in 1983. The excavation exposed contaminated groundwater and the french drain system intercepts and redirects groundwater downgradient of the eastern half of the wood treatment property. Neither the french drain nor the excavation were constructed as part of any CERCLA response. Prior to the winter 1987-88, water collected by the french drain was discharged to Beaughton Creek. During the summer of 1988, Roseburg installed an activated carbon treatment plant to treat extracted groundwater. The treated water is either pumped into the log deck sprinkler system or discharged into Beaughton Creek. The National Pollutant Discharge Elimination System (NPDES) permit for the discharge expired May 31, 1989 and was not renewed. Roseburg is presently governed by Waste Discharge Requirements Order No. 90-214 and Cease and Desist Order No. 90-215 requiring the discharger to work towards the elimination of all discharges to Beaughton Creek.

6. Man-made and natural wetlands exist within site boundaries. Only man-made wetlands have been affected by contamination. These wetlands consist of irrigated pasture, Roseburg excavation pond, and wet areas created by discharges from the Roseburg power plant. The former Baxter spray field,

used for disposal of wastewater, also exhibits wetland characteristics. Of these wetlands, the Roseburg excavation pond and the Baxter spray field will be affected by the proposed remedy. The disposal options for treated groundwater present opportunities for increasing wetlands in the vicinity of the site through surface discharge options.

7. Wood treatment operations using chemicals to preserve lumber products were initiated at the site in 1937. Tanalith and Minalith are chemicals used in treatment processes until the mid-1950's. Tanalith is a mixture of sodium fluoride, sodium dichromate, arsenic, and dinitrophenol. Minalith is a mixture of diammonium phosphate, ammonium sulfate, sodium tetraborate, and boric acid. FCAP, a fluoride-chrome-arsenic-phenol mixture, is reported to also have been used. In the late 1960's, the use of chromated zinc chloride was removed from the on-site wood treatment process. Ammoniacal copper arsenate (ACA) was also used as a preservative.

8. Reports indicate that pentachlorophenol (PCP) was used for wood treatment from the 1950's until 1982. During the period of use, PCP was applied to wood in an oil-based mixture. Commercial grades of pentachlorophenol manufactured during this period contained various isomers of chlorinated dibenzo-dioxins and dibenzo-furans.

9. Additional chemicals used by J. H. Baxter Company from the beginning of its wood treatment operations in 1962 through the current operations of the treatment facility include ammoniacal copper-zinc-arsenate (ACZA), creosote, 50/50 (a 50:50 petroleum creosote mixture), D-blaze, and pyresote. Pyresote, a

flame retardant, is a mixture of zinc chloride, sodium dichromate, ammonium sulfate, and boric acid.

B. Regulatory and Enforcement History

1. Waste disposal, handling, and discharge practices over the 50 years of plant operations have resulted in site soil, groundwater, and surface water contamination by chemicals described in the paragraphs above. Waste generated at the site include retort drippings, tank and retort sludges, process water, wastewater, drying area drippings, storage area drippings, empty containers, and spilled raw preservative compounds. Prior to 1983, when the facility was ordered to cease its waste disposal practices by the North Coast Regional Water Quality Control Board (NCRWQCB), waste management involved on-site disposal and discharge, spray irrigation of waste water on site, storage in ponds and tanks on site, and possible disposal of sludges into a local landfill. Discharge of wastewater into the bermed area around the 500,000 gallon tank was also reported. Leakage from storage tanks may have also contributed to subsurface contamination.

2. By March 1983, elevated levels of arsenic, creosote, and pentachlorophenol were discovered by California Department of Health Services (DHS) and NCRWQCB in site soils, surface water runoff, and groundwater. Additional soil samples collected in Lincoln Park also showed elevated arsenic. Shortly thereafter, the NCRWQCB issued a Cleanup and Abatement Order to J. H. Baxter to cease waste disposal practices.

3. In October, 1984, EPA proposed the J. H. Baxter site for the National Priorities List (NPL).

4. In January, 1986 the site was formally included on California's Priority Ranking List. Also, at this time EPA, at the request of DHS, became the lead agency for CERCLA response.

5. DHS filed a complaint in San Mateo County Superior Court on February 27, 1986 against J.H. Baxter alleging numerous violations of the California Hazardous Waste Control Act including violations of storage, disposal and transportation of hazardous wastes. A Consent Judgment was entered in September 7, 1990, in which J.H. Baxter agreed to pay a total of $310,000 to DHS.

6. Formal NCRWQCB enforcement actions including issuance of Monitoring and Reporting Programs, Cleanup and Abatement Orders and Cease and Desist Orders commenced at this site in 1982 due to discharges of wood treatment chemicals occurring at the J.H. Baxter site. Existing NCRWQCB waste discharge requirements and cease and desist orders require J.H. Baxter and Roseburg Forest Products to address on-going operations and develop plans to correct discharges that violate their waste discharge requirements.

7. In September, 1986 negotiations with Respondents J.H. Baxter & Co., International Paper and Roseburg Forest Products to perform the Remedial Investigation and Feasibility Study (RI/FS) ended without settlement.

8. EPA funded and performed the RI in March, 1987 and released the RI report in January, 1989.

9. In June, 1989, pursuant to Section 105 of CERCLA (42 U.S.C. 9605), the Baxter Site was listed as final by EPA on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300.

10. In April, 1990, EPA's Draft Feasibility Study and Proposed Plan were released.

11. EPA's decision for the remedial action to be implemented at the Site is embodied in a final Record of Decision (ROD), executed on September 25, 1990, with which the State had a reasonable opportunity to review and comment. The Record of Decision is attached to this Order as Appendix 1 and is incorporated by reference. The Record of Decision is supported by an Administrative Record that contains the documents and information upon which EPA based the selection of the response action.

12. Respondent J.H. Baxter currently owns and operates the woodtreating facility on the Site and Respondent Roseburg Forest Products currently owns property included in the Baxter Site. Prior to the purchase of the woodtreating facility and property by J.H. Baxter in approximately 1962, Respondent International Paper (IP) was the owner and operator. Prior to the purchase of the lumber operation and property by Respondent Roseburg Forest Products in approximately 1982, Respondent International Paper owned the property.

13. American Lumber & Treating Company (ALTC) conducted wood treating operations at the site from approximately 1937 to 1947. During this period ALTC disposed of hazardous substances or pollutants or contaminants at the Site. According to deposition testimony by former ALTC secretary H.H. Humphreys, Respondents ALCOA, and Chicago Bridge & Iron Company (CBI) then owned a majority of ALTC and participated in its operation.

14. In 1954 Koppers Company, Inc., acquired and liquidated

ALTC, and assumed all the liabilities of ALTC. As of June 30, 1988, BNS Acquisitions, Inc. (BNS Acquisitions), a Delaware corporation and an indirect wholly owned subsidiary of Beazer PLC, acquired indirectly more than ninety percent of the outstanding common stock of Koppers Company, Inc. On November 14, 1988, BNS Acquisitions acquired indirectly the balance of the common shares. On January 20, 1989, BNS Acquisitions merged into Koppers Company Inc., and on January 26, 1989, the name of Koppers Company, Inc., was changed to Beazer Materials and Services, Inc. On April 16, 1990, the name of Beazer Materials and Services, Inc., was changed to Beazer East, Inc., Respondent to this Order.

15. On February, 15, 1991 EPA issued special notice letters, pursuant to Section 122(e) of CERCLA, to Respondents J. H. Baxter & Company, International Paper, Roseburg Forest Products, ALCOA, CBI and Beazer East, Inc. providing them with the opportunity to perform or finance the remedial action selected in the ROD.

16. In response to Respondents Baxter, IP and Roseburg's "good faith" offer, EPA conducted negotiations with these parties for performance of the remedial action. NCRWQCB and DHS participated in the negotiations.

17. Respondents Beazer, CBI and ALCOA failed to make a "good faith" offer in response to EPA's special notice letters. However, in response to EPA's stated intention to take further enforcement action, these Respondents joined the negotiating parties in their proposal to perform the remedial action. These negotiations failed to result in settlement.

C. Site Contamination

1. The primary contaminants of concern (COCs) identified at the Site are arsenic, carcinogenic polycyclic aromatic hydrocarbons (PAHs), pentachlorophenol, and dioxins. All of these contaminants are known or suspected carcinogens and are present in each medium (surface, groundwater, sediment and soil) at concentrations exceeding health standards. Chromium, copper, zinc, benzene, and noncarcinogenic PAHs have been identified as contaminants at this Site. These latter contaminants are present at levels below health-based standards, are not widespread, or are considered to be less toxic than the primary site contaminants.

III. CONCLUSIONS OF LAW AND DETERMINATIONS

A. The Baxter Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

B. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

C. Respondents are "liable parties" as owners and/or operators, currently or at the time of disposal, as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are subject to this Order under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

D. The substances listed in Section II, Paragraph A are found at the Site and are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

E. The past disposal and migration of hazardous substances from the Site constitutes a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

F. The potential for continued migration of hazardous

substances from the Site poses a threat of a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

G. The release and threat of release of one or more hazardous substances from the site may present an imminent and substantial endangerment to the public health or welfare or the environment.

H. The contamination and endangerment at this Site constitute an indivisible injury. The actions required by this Order are necessary to protect the public health, welfare, and the environment.

IV. NOTICE TO THE STATE

On August 5th, 1991, prior to issuing this Order, EPA notified the State of California, Department of Health Services Toxic Substances Control Program (formerly DHS, now known as Cal-EPA), NCRWQCB and the Department of Fish and Game of EPA's intent to issue this Order.

V. ORDER

Based on the foregoing, Respondents are hereby ordered to comply with the following provisions, including but not limited to all appendices to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines in this Order, attached to this Order, submitted or prepared by Respondents and approved by EPA, or incorporated by reference into this Order:

VI. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations. Whenever terms

listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

"Cal-EPA" shall mean the Department of Toxic Substances Control, a department of the California Environmental Protection Agency, formerly the California Department of Health Services, Toxic Substances Control Program (DHS).

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Clean-up Standard(s)" shall mean the levels of clean-up, and associated criteria, to be achieved in the contaminated soil, sediments and ground and surface water. These standards and associated criteria shall include those identified in the ROD and the SOW and those established by the applicable or relevant and appropriate requirements ("ARARs") identified in the ROD and in the SOW.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next working day.

"DFG" shall mean the California Department of Fish and Game.

"EPA" shall mean the United States Environmental Protection Agency.

"NCRWQCB" shall mean the North Coast Regional Water Quality Control Board.

"National Contingency Plan" or "NCP" shall mean the National Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.

"Operation and Maintenance" or "O&M" shall mean all activities required under the Operation and Maintenance Plan developed by Respondents pursuant to this Order and Section IX, (Work To Be Performed) and approved by EPA.

"Oversight" shall mean the United States' and/or its contractors' inspection of response actions and all other actions taken to verify the adequacy of all activities undertaken and reports submitted by Respondents as required under the terms of this Order.

"Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations, identified in the Record of Decision, Section IX (Work To Be Performed) and the SOW, that the Remedial Action and Work required by this Order must attain and maintain.

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site, signed by the Regional Administrator on September 27, 1990, all attachments and any amendments thereto. (Attached as Appendix 1 to this Order)

"Remedial Action" or "RA" shall mean those response activities to be undertaken by Respondents to implement the remedy selected in the ROD and set forth in the Scope of Work (SOW) attached as Appendix 2 to this Order, including any additional activities required under Sections IX, X, XI, XII, and XXI of this Order.

"Remedial Design" or "RD" shall mean those response activities to be undertaken by Respondents to develop any final plans and specifications for the Remedial Action pursuant to the SOW and this Order.

"Response Costs" shall mean all costs including, administrative enforcement, removal, investigative and remedial or other direct and indirect costs and accrued interest thereon, incurred by the United States pursuant to CERCLA. Response costs include but are not limited to oversight costs, which are the costs of overseeing the Work, such as the costs of reviewing or developing plans, reports and other items pursuant to this Order and costs associated with verifying the Work.

"Section" shall mean a portion of this Order identified by a roman numeral and includes one or more paragraphs.

"SOW" shall mean the Scope of Work for implementation of the Remedial Action and Operation and Maintenance at the Site, as set forth in Appendix 2 to this Order and any modifications made under this Order.

"Site" or "the J.H. Baxter Superfund Site" shall mean the J.H. Baxter property located at 422 Mill Street, portions of the Roseburg Forest Products property, located at 98 Mill Street, Weed, California, and the areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action.

"State" shall mean the North Coast Regional Water Quality Control Board (NCRWQCB), the Department of Toxic Substances Control (Cal-EPA), and the California Department of Fish and Game (DFG).

"United States" shall mean the United States of America.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any "pollutant" or "contaminant" under Section 101(33); or (3) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

"Work" shall mean all response activities Respondents are required to perform under this Order, including any Remedial Design, Remedial Action, Operation and Maintenance, and any activities required to be undertaken pursuant to the SOW, Sections IX (Work To Be Performed) through XVIII (Assurance of Ability To Complete Work).

"Work Plan" shall mean the work plan developed by the Respondents and approved by EPA which details the work to be conducted pursuant to this Order.

VII. NOTICE OF INTENT TO COMPLY

Respondents shall provide, not later than 7 days after the effective date of this Order, written notice to EPA's Remedial Project Manager (RPM) stating each Respondent's intent to comply with the terms of this Order. If Respondents do not unequivocally commit to perform the remedial action as provided by this Order, each so refusing shall be deemed to have violated this Order and to have failed or refused to comply with this Order. Respondents' written notice shall describe, using facts that exist on or prior to the effective date of this Order, any "sufficient cause" defenses asserted by Respondents, or any one of them, under Sections 106(b) and 107(c)(3) of CERCLA, 42 U.S.C.

§§ 9606(b), 9607(c)(3). The absence of a response by EPA to the notice required by this paragraph shall not be deemed to be acceptance of Respondents' assertions.

VIII. PARTIES BOUND

A. This Order shall apply to and be binding upon the Respondents identified in Section II.B.10, 11 and 12 their directors, officers, employees, agents, successors, and assigns. Respondents are jointly and severally responsible for carrying out all activities required by this Order. No change in the ownership, corporate status, or other control of Respondents shall alter any of the Respondent's responsibilities under this Order.

B. Respondents shall provide a copy of this Order to any prospective successors before a controlling interest in Respondents' assets, property rights, or stock are transferred to the prospective successor. Respondents shall provide a copy of this Order to each contractor, sub-contractor, laboratory, or consultant retained to perform any Work under this Order, within five days after the effective date of this Order or on the date such services are retained, whichever date occurs later. Respondents shall also provide a copy of this Order to each person representing them, or any one of them, with respect to the Site or the Work and shall condition all contracts and subcontracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. With regard to the activities undertaken pursuant to this Order, each contractor and subcontractor shall be deemed to be related by contract to the Respondents within the meaning of Section 107(b)(3) of CERCLA, 42

U.S.C. § 9607(b)(3). Notwithstanding the terms of any contract, each Respondent is responsible for compliance with this Order and for ensuring that its contractors, subcontractors and agents comply with this Order, and perform any Work in accordance with this Order.

C. Within ten (10) days after the effective date of this Order, Respondents shall record a copy of this Order in the appropriate governmental office where land ownership and transfer records are filed or recorded. Respondents shall, within 15 days after the effective date of this Order, send notice of such recording to EPA.

IX. WORK TO BE PERFORMED

A. General Obligations

1. Respondents shall cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA, Respondents shall participate in the preparation of such information for distribution to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.

2. Notwithstanding any approvals which may be granted by the United States or other governmental entities, Respondents shall assume any and all liability arising from or relating to their contractors, subcontractors, or any other person acting on their behalf in the performance of the remedial action components or their failure to perform fully or complete the remedial action components.

3. Respondents shall appoint a representative ("Project Coordinator") to act on their behalf to execute the remedial

action components. Within 7 days after the effective date of this Order, Respondents shall notify EPA in writing of the name and qualifications of the Project Coordinator, including the support entities and staff, proposed to be used in carrying out Work under this Order. If at any time Respondents propose to use a different Project Coordinator, Respondents shall notify EPA in advance and shall obtain approval from EPA before the new Project Coordinator performs any Work under this Order.

4. EPA will review Respondents' selection of a Project Coordinator according to the terms of this paragraph. If EPA disapproves of the selection of the Project Coordinator, Respondents shall submit to EPA within 30 days after receipt of EPA's disapproval of the Project Coordinator previously selected, a list of Project Coordinators, including primary support entities and staff, that would be acceptable to Respondents. EPA will thereafter provide notice to Respondents of the names of the Project Coordinators that are acceptable to EPA. Respondents may then select any approved Project Coordinator from that list and shall notify EPA of the name of the Project Coordinator selected within twenty-one (21) days of EPA's designation of approved Project Coordinators.

5. While Respondents may collect, stage, and secure materials on-site, they shall not, in performance of response activities under this Order, treat and redispose of material upon the Site without the presence and/or approval of EPA or EPA's designated oversight personnel.

6. Respondents shall dispose of any materials taken offsite in compliance with the EPA's Revised Procedures for

Implementing Off-Site Response Actions ("Off-site Policy" EPA OSWER Directive 9834.11, November 13, 1987) and any amendments thereto, and the California Code of Regulations (CCR), Title 22, Chapter 30, Article 6.5, Requirements for Transporters of Hazardous Waste.

7. Respondents shall submit all reports (daily, weekly, monthly, etc.) prepared by their contractors and subcontractors to EPA's designated oversight personnel, and to the State according to the notice provisions and schedules set forth in the SOW.

8. Respondents shall sample and monitor soils, sediment, air, leachate, surface water and groundwater as specified in Section V.C of the SOW.

B. IDENTIFICATION OF AND OBLIGATIONS REGARDING DOCUMENTS TO BE SUBMITTED TO EPA "DELIVERABLES"

1. Remedial Design Plan: Within 30 days of the effective date of this Order, Respondents shall submit a work plan to EPA and the State for the design of the Remedial Action at the Site ("Remedial Design Work Plan"). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD in accordance with the SOW and, upon its approval by EPA, shall be incorporated into and become enforceable under this Order. In accordance with the attached Scope of Work, the Respondents shall submit to EPA and the State a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

a. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW, including, but not limited to, plans and schedules for the completion of: Any additional field or pilot testing work necessary to complete each component of the Remedial Action; Sampling and Analysis Plans; QAPPs, Health & Safety Plan; Treatability Studies; Preliminary Design Submittals; Intermediate Design Submittals; Pre-final/final Design Submittals; Construction Quality Assurance Project Plan. In addition, the Remedial Design Work Plan shall include a schedule for completion of the Remedial Action Work Plan.

b. Upon approval by EPA of the Remedial Design Work Plan, Respondents shall implement the Remedial Design Work Plan. The Respondents shall submit all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to the SOW. Unless otherwise directed by EPA, Respondents shall not commence further Remedial Design Activities at the Site prior to approval of the Remedial Design Work Plan.

c. The preliminary design submittal shall include, at a minimum, the following: (1) design criteria to achieve the Performance Standards; (2) results of treatability studies; (3) results of additional field sampling; (4) project delivery strategy; (5) preliminary plans, drawings and sketches; (6) required specifications in outline form; and (7) preliminary construction schedule.

d. The pre-final/final design submittal shall include, at a minimum, the following: (1) final plans and specifications;

(2) Operation and Maintenance Plan; (3) Construction Quality Assurance Project Plan (CQAPP); (4) Field Sampling Plan (directed at measuring progress towards meeting Performance Standards); and (5) Contingency Plan. The CQAPP, which shall detail the approach to quality assurance during construction activities at the site, shall specify a quality assurance official ("QA Official"), independent of the Supervising Contractor, to conduct a quality assurance program during the construction phase of the project.

2. Remedial Action Work Plan

a. Concurrently with the submittal of the final design, Respondents shall submit to EPA and the State, a work plan for the performance of the Remedial Action at the Site ("Remedial Action Work Plan"). The Remedial Action Work Plan shall provide for construction of the components of the Remedial Action, in accordance with SOW, as set forth in the design plans and specifications in the approved final design submittal. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Order.

b. The Remedial Action Work Plan shall contain all items specified in the attached SOW, including the following: (1) the schedule for completion of the Remedial Action; (2) method for selection of the contractor; (3) schedule for developing and submitting other required Remedial Action Plans; (4) methods for implementation of the Construction Quality Assurance Plan; (5) a Site plan which addresses all media; (6) methods for satisfying ARARs and permitting requirements; (7) methods for implementation of the Operation and Maintenance Plan; (8) methods for implementation of the Contingency Plan; (9)

tentative formulation of the Remedial Action Team; (10) construction quality control plan (by the constructor); and (11) procedures and plans for the decontamination of equipment and the disposal of contaminated materials, and (12) a description of the monitoring plan to be implemented to demonstrate compliance with ROD standards through confirmation sampling. The Remedial Action Work Plan shall include a schedule for implementation of all Remedial Action tasks identified in the final design submittal and shall identify the initial formulation of the Settling Defendants' Remedial Action Project Team (including, but not limited to, the Supervising Contractor).

c. Upon approval by EPA of the Remedial Action Work Plan, Respondents shall implement the activities required under the Remedial Action Work Plan. The Respondents shall submit all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to the SOW. Unless otherwise directed by EPA, Respondents shall not commence physical on-site activities at the Site prior to approval of the Remedial Action Work Plan.

3. Monthly Progress Reports: The Respondents shall provide monthly written progress reports to EPA and the State. These progress reports shall be submitted by the 10th of each month for work done the preceding month and planned for the current month, including sampling events. The first monthly report pursuant to this Order will be due by the tenth of the calendar month immediately following the effective date of this Order. The progress reports shall include, but not be limited to

the information as described in Section VI.A of the SOW.

4. Annual Monitoring Report: The Respondents shall submit an Annual Report to EPA and the State within thirty (30) days of completing the final monthly sampling events of each calendar year until the Work is completed. The Annual Report shall summarize the groundwater, soils, sediment, air, leachate and surface water monitoring data and treatment system operational data, as appropriate, for the previous year. This Annual Report shall contain, but not be limited to a summary of the information collected over the previous year, as described in Section VI.A of the SOW.

5. Confirmation Sampling Plan: Respondents shall submit to EPA and the State a Confirmation Sampling Plan that describes the sampling program to be completed to verify that Clean-up Standards have been achieved.

6. Respondents shall submit to EPA and the State a draft and a final copy of each of the deliverables as described above (except the monthly report, the Annual Reports, and the Quality Assurance Report) pursuant to the schedule described and attached to the SOW. Any failure of the Respondents to submit a deliverable in compliance with the schedule will be deemed a violation of this Order.

7. After review of any deliverable, plan, report, or other item which is required to be submitted for review and approval pursuant to this Order, EPA may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondents to re-submit the document after incorporating EPA's comments; or (d) disapprove the submission

and assume responsibility for performing all or any part of the response action. As used in this Order, the terms "approval by EPA", "EPA approval" or a similar term mean the action described in subparagraphs (a) or (b) of this paragraph.

8. In the event of approval or approval with modifications by EPA, Respondents shall proceed to take any action required by the deliverable, plan, report, or other item, as approved or modified by EPA.

9. Upon receipt of the notice of disapproval or a request for modification, Respondents shall, within fourteen (14) days, correct the deficiencies and resubmit the deliverable, plan, report or other item for approval. Notwithstanding the notice of disapproval, Respondents shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

10. If any submission is not approved by EPA, Respondents shall be deemed to be in violation of this Order.

11. The Work performed by the Respondents pursuant to this Order shall, at a minimum, achieve the Performance Standards.

C. <u>ADDITIONAL OBLIGATIONS</u>: Work To Be Performed

1. Neither the Work Plan nor any approvals, permits or other permissions which may be granted by EPA related to this Order constitute a warranty or representation of any kind by the United States that the Work Plan will achieve the standards set forth in the ROD, and in the SOW, and shall not foreclose the United States from seeking performance of all terms and conditions of this Order.

Nothing in this Order shall be construed to relieve

Respondents of their obligations to achieve all Clean-up Standards and Performance Standards set forth in the ROD and in the SOW. Following termination of this Order, if post-termination monitoring indicates that the groundwater Clean-up Standards are being exceeded, Respondents shall recommence treatment of the groundwater until Clean-up Standards have been achieved.

2. Respondents shall meet all Clean-up Standards and Performance Standards identified in the ROD and the SOW, including, but not limited to those set forth in Section III of the SOW.

3. In the event EPA determines that the Respondents have failed to implement the Remedial Action or any portions thereof in a timely or adequate manner, the EPA or its designee may perform such portions of the Remedial Action as EPA determines may be necessary. If EPA performs all or portions of the Remedial Action because of the Respondents' failure to comply with their obligations under this Order, the Respondents shall be liable to EPA for the costs of doing such work pursuant to Section 107(a) of CERCLA, plus civil penalties as set forth in Section XX.E of this Order.

4. All documents made pursuant to this Order and submitted to EPA for approval and the State for review shall be sent by overnight mail or an equivalent delivery service.

5. Within thirty (30) days after Respondents conclude that the Remedial Action has been fully performed, Respondents shall so notify EPA and the State and shall schedule and conduct a pre-certification inspection to be attended by Respondents, EPA

and the State. Within thirty (30) days of the pre-certification inspection Respondents shall submit a Remedial Action Completion Report. If, after completion of the pre-certification inspection and receipt and review of the Remedial Action Completion Report, EPA determines that the Remedial Action or any portion thereof has not been completed in accordance with this Order, EPA shall notify Respondents in writing of the activities to be undertaken to complete the Remedial Action, and shall set forth in the notice a schedule for performance of such activities. Respondents shall perform all activities described in the notice in accordance with the specifications and schedules established therein. If EPA concludes, following the initial or any subsequent certification of completion by Respondents that the Remedial Action has been fully performed in accordance with this Order, EPA may notify Respondents that the Remedial Action has been fully performed. EPA's notification shall be based on present knowledge and Respondents' certification to EPA, and shall not limit EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.

6. Within thirty (30) days after Respondents conclude that all phases of the Work have been fully performed, that the Performance Standards have been attained, and that all Operation and Maintenance activities have been completed, Respondents shall submit to EPA and the State a Work Completion Report certifying that the Work has been completed in full satisfaction of the requirements of this Order. EPA shall require such additional

activities as may be necessary to complete the Work or EPA may, based upon present knowledge and Respondents' certification to EPA, issue written notification to Respondents that the Work has been completed, as appropriate, in accordance with procedures determined by EPA for Respondents' certification of completion of the Remedial Action. EPA's notification shall not limit EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take or require any action that in the judgment of EPA is appropriate at the Site or study area, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.

X. ADDITIONAL WORK

A. In the event that EPA or the Respondents determine that additional response work is necessary to protect human health and the environment, to carry out the remedy described in the ROD or to meet the Performance or Clean-up Standards described in the ROD, the SOW, or in Section IX (Work To Be Performed) of this Order, Respondents shall implement such additional work. Notification of any additional work will be provided to the Project Coordinator.

B. Unless otherwise stated by EPA, within 30 days of receipt of notice by EPA that additional work is necessary pursuant to this Section, the Respondents shall submit a work plan as specified by EPA. The plan shall conform to the requirements in Section IX (Work To Be Performed).

C. Any additional work determined to be necessary by Respondents is subject to approval by EPA.

D. Any additional work determined to be necessary by Respondents and approved by EPA, or determined to be necessary by

EPA to protect human health and the environment, to carry out the remedy described in the ROD or to meet the Performance or Clean-up Standards, shall be completed by Respondents in accordance with the standards, specifications, and schedules approved by EPA.

E. If EPA disapproves the plan pursuant to the provisions of Section IX (Work To Be Performed), within 14 days of such disapproval, Respondents, consistent with Section IX (Work to Be Performed), shall submit a modified plan.

F. Respondents shall promptly implement the plan as approved or modified by EPA.

XI. EPA PERIODIC REVIEW

Under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations, EPA may review conditions at the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Until such time as EPA certifies completion of the Work, Respondents shall conduct the requisite studies, investigations, or other response actions as determined necessary by EPA in order to permit EPA to conduct the review under Section 121(c) of CERCLA. As a result of any review performed under this paragraph, Respondents may be required to perform additional Work or to modify Work previously performed.

XII. ENDANGERMENT AND EMERGENCY RESPONSE

A. In the event of any action or occurrence during the performance of the Work which causes or threatens to cause a release of a hazardous substance or which may present an immediate threat to public health or welfare or the environment,

Respondents shall immediately take all appropriate action to prevent, abate, or minimize the threat, and shall immediately notify the State and EPA Remedial Project Managers. If EPA's RPM is not available, Respondents shall notify the EPA Emergency Response Section, Region 9. Respondents shall take such action in consultation with EPA's RPM (or the EPA Emergency Response Section, Region 9, if the RPM is not available) and in accordance with all applicable provisions of this Order, including but not limited to the Health and Safety Plan and the Contingency Plan. In the event that Respondents fail to take appropriate response action as required by this Section, and EPA takes that action instead, Respondents shall be liable to EPA for all costs of the response action pursuant to Section 107 of CERCLA.

B. Nothing in the preceding paragraph shall be deemed to limit any authority of the United States or the State to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at, or from the Site.

XIII. COMPLIANCE WITH APPLICABLE LAWS

A. Except as provided in Section 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the Work conducted entirely on-Site; however, Respondents shall meet all substantive requirements of ARARs as set forth in the ROD. Where any portion of the Work requires a Federal or state permit or approval, Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

B. All activities conducted by Respondents pursuant to this Order shall be performed in accordance with the requirements of all Federal and state laws and regulations. EPA has determined that the activities contemplated by this Order are consistent with the National Contingency Plan (NCP).

C. This Order is not, and shall not be construed to be, a permit issued pursuant to any Federal or state statute or regulation.

XIV. EPA REMEDIAL PROJECT MANAGER; STATE PROJECT MANAGERS

A. All communications, whether written or oral, from Respondents to EPA shall be directed to EPA's Remedial Project Manager (RPM). Respondents shall submit to EPA three copies, and to NCRWQCB, Cal-EPA and DFG each one copy, of all deliverables, documents, including plans, reports, and other correspondence, which are developed pursuant to this Order, and shall send these documents by overnight mail.

EPA's Remedial Project Manager is:

Mary Masters
EPA, Region IX
75 Hawthorne St H-7-2
San Francisco, CA 94105

B. EPA has the unreviewable right to change its Remedial Project Manager. If EPA changes its Remedial Project Manager, EPA will inform Respondents in writing of the name, address, and telephone number of the new Remedial Project Manager.

C. EPA's RPM shall have the authority lawfully vested in a Remedial Project Manager (RPM) and On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. EPA's RPM shall have authority, consistent with the National Contingency

Plan, to halt any work required by this Order, and to take any necessary response action.

D. All communications, whether written or oral, from Respondents to the State shall be directed to State project managers as follows:

As to the NCRWQCB:

Joan Fleck
Project Coordinator
Regional Water Quality Control Board
North Coast Region
1440 Guerneville Road
Santa Rosa, CA 95403
(707) 576-2220

As to Cal-EPA:

Ed Cargile
Department of Toxic Substances Control
10151 Croydon Way, Suite 3
Sacramento, CA 95827
(916) 855-7858

As to DFG:

Harry Rectenwald
California Fish & Game
601 Locust Street
Redding, CA 96001

XV. SITE ACCESS AND DATA/DOCUMENT AVAILABILITY

A. To the extent that the Site or other areas where work is to be performed under this Order is presently owned or controlled by parties other than those bound by this Order and to the extent that access to or easements over property is required for the proper and complete performance of this Order, Respondents shall cooperate and work in conjunction with the present owners or those persons who have control over the property, including lessees, to obtain access agreements within sixty (60) days of the effective date of this Order. Site access agreements shall

provide access to EPA, its contractors and representatives, and to Respondents and their contractor(s) and authorized representatives, and such agreements shall specify that Respondents are not EPA's representatives with respect to liability associated with Site activities.

B. Respondents shall save and hold harmless the United States and its officials, agents, employees, contractors, sub-contractors, or representatives for or from any and all claims or causes of action or other costs incurred by the United States including but not limited to attorneys fees and other expenses of litigation and settlement arising from or on account of acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order.

C. In the event that site access agreements are not obtained within the sixty (60) day period, Respondents shall notify EPA within sixty five (65) days of the effective date of this Order regarding both the lack of, and efforts to obtain, such agreements. If Respondents fail to gain access within 60 days, they shall continue to use best efforts to obtain access until access is granted. For purposes of this paragraph, "best efforts" includes but is not limited to, seeking judicial assistance and the payment of money as consideration for access.

D. Respondents or any of their agents or representatives shall allow EPA and its authorized representatives and contractors, the State and its authorized representatives and contractors, to enter and freely move about all property at the

Site and off-Site areas subject to or affected by the work under this Order or where documents required to be prepared or maintained by this Order are located, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondents and their representatives or contractors pursuant to this Order; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting tests as EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by Respondents. Respondents shall allow EPA and its authorized representatives to enter the Site, to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Order. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under Federal law.

E. Respondents may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203, provided such claim is not inconsistent with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) or other provisions of law. This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated by Respondents at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted

to EPA, it may be made available to the public by EPA or the state without further notice to the Respondents. Respondents shall not assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.

F. Respondents shall maintain for the period during which this Order is in effect, an index of any materials, records or documents relating to activities at the Site or to the implementation of this Order, that Respondents claim contain confidential business information. The index shall contain, for each item, the date, author, addressee, and subject of the item. Upon written request from EPA, Respondents shall submit a copy of the index to EPA.

G. Any person obtaining access to the Site pursuant to this provision shall comply with all applicable provisions of the Worker Health and Safety Plan as submitted pursuant to the SOW.

H. Notwithstanding any provision of this Order, the United States retains all of its access authorities and rights under CERCLA, RCRA and any other applicable federal statute or authority.

I. Respondents shall provide to EPA upon request, copies of all documents and information within their possession and/or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain-of-custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA for purposes of investigation, information

gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

XVI. RECORD PRESERVATION

A. For a period of ten (10) years following EPA provides notice to Respondents that the Work has been completed, Respondents shall preserve and retain all records and documents in their possession or control, including the documents in the possession or control of their contractors and agents on and after the effective date of this Order that relate in any manner to the Site. At the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90) calendar days prior to the destruction of any such records or documents, and upon request by the United States, Respondents shall deliver any such records or documents to EPA.

B. Within 10 days after the effective date of this Order, each Respondent shall submit to EPA a certification, signed by an appropriate responsible corporate official, that states that to the best of the official's knowledge and belief, after a thorough investigation of that Respondent's officers, directors, employees, agents, contractors, subcontractors or any person familiar with the information described in the certification, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability with regard to the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for

information pursuant Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e). Respondents shall not dispose of any such documents without prior approval by EPA. Respondents shall, upon EPA's request and at no cost to EPA, deliver the documents or copies of the documents to EPA.

XVII. DELAY IN PERFORMANCE

A. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondents under the terms of this Section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to fully perform all obligations under the terms and conditions of this Order.

B. Respondents shall notify EPA and the State of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to EPA's RPM within forty eight (48) hours after Respondents first knew or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within five (5) business days after notifying EPA by telephone, Respondents shall provide written notification fully describing the nature of the delay, any justification for delay, any reason why Respondents should not be held strictly accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

XVIII. ASSURANCE OF ABILITY TO COMPLETE WORK

A. Respondents shall demonstrate their ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work by obtaining and presenting to EPA within thirty (30) days after approval of the Work Plan, one of the following: (1) a performance bond; (2) a letter of credit; (3) a guarantee by a third party; or (4) internal financial information to allow EPA to determine that Respondents have sufficient assets available to perform the Work. Respondents shall demonstrate financial assurance in an amount no less than $40,000,000, the estimate of cost for the Remedial Design and Remedial Action. If Respondents seek to demonstrate ability to complete the Remedial Action by means of internal financial information, or by guarantee of a third party, they shall re-submit such information annually, on the anniversary of the effective date of this Order. If EPA determines that such financial information is inadequate, Respondents shall, within thirty (30) days after receipt of EPA's notice of determination, obtain and present to EPA for approval one of the other three forms of financial assurance listed above.

B. At least seven (7) days prior to commencing any work at the Site pursuant to this Order, Respondents shall submit to EPA a certification that Respondents or their contractors and subcontractors have adequate insurance coverage or have indemnification for liabilities for injuries or damages to persons or property which may result from the activities to be conducted by or on behalf of Respondents pursuant to this Order. Respondents shall ensure that such insurance or indemnification

is maintained for the duration of performance of the Work required by this Order.

XIX. UNITED STATES NOT LIABLE

The United States, by issuance of this Order, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order. Neither EPA nor the United States may be deemed to be a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order.

XX. ENFORCEMENT AND RESERVATIONS

A. EPA reserves the right to bring an action against any Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order and not reimbursed by Respondents. This reservation shall include but not be limited to past costs not recovered by EPA, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support oversight cost demand, as well as accrued interest as provided in Section 107(a) of CERCLA.

B. Notwithstanding any other provision of this Order, at any time during the response action, EPA may perform its own studies, complete the response action (or any portion of the response action) and seek reimbursement from Respondents for its costs, or

seek any other appropriate relief.

C. Nothing in this Order shall preclude EPA from taking any additional enforcement actions, including modification of this Order to include performance of all remedial design and remedial action as set forth in the ROD, or issuance of additional Orders, and/or additional remedial or removal actions as EPA may deem necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or any other applicable law. Respondents shall be liable under CERCLA Section 107(a), 42 U.S.C. § 9607(a), for the costs of any such additional actions.

D. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, RCRA and any other applicable statutes or regulations.

E. Respondents shall be subject to civil penalties under Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than $25,000 for each day in which Respondents willfully violate, or fail or refuse to comply with this Order without sufficient cause. In addition, failure to properly provide response action under this Order, or any portion hereof, without sufficient cause, may result in liability under Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at least equal to, and not more than three times the amount of any costs incurred by the Fund as a result of such failure to take proper action.

F. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or

equity against any person for any liability it may have arising out of or relating in any way to the Site.

G. If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XXI. EFFECTIVE DATE AND COMPUTATION OF TIME

This Order shall be effective 28 days after the Order is signed by the Director, Hazardous Waste Management Division. All times for performance of ordered activities shall be calculated from this effective date.

XXII. OPPORTUNITY TO CONFER

A. Respondents may confer with EPA's Deputy Director for Superfund, Hazardous Waste Management Division, or whomever the Deputy Director for Superfund may designate, to discuss this Order. The conference shall occur on either August 30th, September 4, or September 5, 1991, at 1 pm, at 75 Hawthorne Street, San Francisco, California. One conference will be held with Respondents with respect to this Order.

B. The purpose and scope of the conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which Respondents intend to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At

any conference held pursuant to Respondents' request, Respondents may appear in person or by an attorney or other representative.

Notification of the preferred date for all interested Respondents for the conference must made by telephone within 7 days of receipt of this Order, followed by written confirmation mailed that day to Mary Masters, RPM, 75 Hawthorne Street H-7-2, San Francisco, CA 94105, (415) 744-2370.

So Ordered, this 19th day of August, 1991.

BY: Alexis Strauss for Jeff Zelikson
Director, Hazardous Waste Management Division
U.S. Environmental Protection Agency

RECORDED AT REQUEST OF
Roseburg Forest Products
SIGNATURE
SEP 25 1 55 PM '91
91012783
Fee $128.00 Pd.

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Joseph E. Ganim
Ganim Family Partnership
112 Main Street
Weed, CA 96094

93001458

RECORDED AT REQUEST OF
Joseph E. Ganim

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

FEB 9 9 09 AM '93
93001458
David G. Ellington

Fee $ 5.00

Pages 1 of 1 pages

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX $ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Joseph E. Ganim
Signature of Declarant or Agent determining tax — Firm Name

EASEMENT **GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Roseburg Forest Products Co.

hereby GRANT(S) to

Ganim Family Partnership

the real property in the City of
County of Siskiyou State of California, described as

A non-exclusive easement, for emergency use only, beginning at the intersection of North Davis Avenue and Hillside Drive (in the City of Weed) in Section 1, Township 41 North, Range 5 West, M.D.M.; thence running Easterly and Southerly along an existing road through Sections 1 and 12, said Township and Range, leading to the existing entrance to the Gravel Pit located in the Northeast one-quarter of said Section 12; thence continuing Southerly from the entrance of said Gravel Pit to a point on the Northerly boundary of the South one-half of Said Section 12 at a point to be established by mutual agreement of the parties herein. Said easement shall be for the use and benefit of the property of the Grantee, their successors and assigns within Sections 12 and 13, said Township and Range and to each part thereof, without limitation, into which said Grantees' property may be divided as to ownership.

Dated January 28, 1993

Roseburg Forest Products Co.
RC Parker Secretary
Allyn C. Ford, V. Pres

STATE OF ~~CALIFORNIA~~ Oregon
COUNTY OF Douglas } ss.
On January 28, 1993 before me,
B. Carol McLaughlin
personally appeared R. C. Parker and Allyn C. Ford
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature B. Carol McLaughlin
My Commission expires: 8/24/93

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (1/91)

JUN 2 1994

Planning Commission

When Recorded Mail to

Mr. Max Kimmell
Roseburg Forest Products
P.O. Box 1088
Roseburg, OR 97470

Recorder's Stamp

RECORDED AT REQUEST OF
Piemme & Bryan

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

Jun 1 3 16 PM '94

94009196

Fee $5.00 Pd.

RIGHT TO FARM

STATEMENT OF ACKNOWLEDGMENT

Pursuant to Siskiyou County Code, Section 10-11.01 et seq., the undersigned acknowledge:

DISCLOSURE

If your real property is adjacent to property used for agricultural operations or included with an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, the operation of machinery of any kind during any 24 hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Siskiyou County has determined that the use of real property for agricultural operations is a high priority and favored use to the County and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with accepted customs and standards.

Procedures for resolution of disputes are included with the cited code section.

Property Owners Signature:

Signed: Max Kimmel for Date: 6-21-94

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Affects Assessor's Parcels: 20-380-090

RECORDED AT REQUEST OF
Max Kimmell
01-25-1995 02:25PM
OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.
MAR 20 3 46 PM '95
Recorder's Stamp
95003541
$5.00

When Recorded Mail to

Mr. Max Kimmell
Roseburg Forest Products
P.O. Box 1088
Roseburg, OR 97470

RIGHT TO FARM

STATEMENT OF ACKNOWLEDGMENT

Pursuant to Siskiyou County Code, Section 10-11.01 et seq., the undersigned acknowledge:

DISCLOSURE

If your real property is adjacent to property used for agricultural operations or included with an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, the operation of machinery of any kind during any 24 hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Siskiyou County has determined that the use of real property for agricultural operations is a high priority and favored use to the County and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with accepted customs and standards.

Procedures for resolution of disputes are included with the cited code section.

Property Owners Signature:

Signed: Max Kimmell Date: 1/25/95

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Affects Assessor's Parcels: 21-080-130

RECORDING REQUESTED BY

Ann L. Trowbridge

WHEN RECORDED MAIL TO

NAME Ann L. Trowbridge

MAILING ADDRESS Downey, Brand, Seymour & Rohwer LLP
555 Capitol Mall, 10th Floor

CITY, STATE ZIP CODE Sacramento, CA 95814-4686

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2001002111752
Date: 21-AUG-2001 Time: 11:37:56 A
Book and Page:
Total Fees: $196.00 Paid

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MEMORANDUM ORDER

The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and Beazer East, Inc., J.H. Baxter & Co., International Paper Co. and Roseburg Forest Products Co. (collectively, the "Settling Defendants") have entered into a Consent Decree with respect to the J.H. Baxter Superfund Site (the "Consent Decree"). The J.H. Baxter Superfund Site, located in the City of Weed, Siskiyou County, California, is defined in the 1998 EPA Administrative Order issued December 23, 1998, Docket No. 99-03 (the "Site"). A copy of the Consent Decree is attached hereto as Exhibit "A" and made a part hereof.

Pursuant to the Consent Decree, Roseburg Forest Products Co., an Oregon corporation (an "Owner Settling Defendant"), owner of that certain real property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Property"), portions of which are included in the Site, is required to record this Memorandum Order ("Memorandum") against the Property to notify all successors in interest that the Consent Decree was entered in the United States District Court for the Northern District of California (Civil Action No. C01-2-24 SC) on August 6, 2001.

The Consent Decree resolves certain issues between EPA and the Settling Defendants relating to response costs incurred and to be incurred by EPA for response actions taken at or in connection with the release or threatened release of hazardous substances at the Site and establishes restrictions applicable to the Property. Only portions of the Property are included within the Site. The portions of the Property that are part of the Site are more particularly shown on the diagram attached hereto as Exhibit "C" and made a part hereof.

From the date of recording of this Memorandum forward, each deed, title, or other instrument conveying an interest in the Property included in the Site shall contain a notice stating that the Property is subject to the Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property pursuant to Section 27 of the Consent Decree.

IN WITNESS WHEREOF, this Memorandum Order is executed effective as of August 16, 2001.

ROSEBURG FOREST PRODUCTS CO.,
an Oregon corporation

By: Max Kimmel

Name: MAX KIMMEL

Title: MGR-ENVIRONMENT

#400117.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On August 16, 2001 before me, Patty Vida, personally appeared Max Rimmel,

☑ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

265348
California
County
My Comm. Expires July 23, 2004

PATTY VIDA
Commission # 1265348
Notary Public - California
Sacramento County
My Comm. Expires Jun 23, 2004

WITNESS my hand and official seal.

Patty Vida
(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

#400117.1

EXHIBIT A

WALKER SMITH
Principal Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
NOËL WISE California Bar No. 169453
Environmental Enforcement Section
United States Department of Justice
301 Howard Street, Suite 870
San Francisco, CA 94105
Telephone: (415) 744-6471

ROBERT S. MUELLER
United States Attorney
Northern District of California
CHUCK O'CONNER
Assistant United States Attorney
450 Golden Gate Avenue
San Francisco, CA 94102
(415) 436-7180

Attorneys for the Plaintiff United States of America

FILED
AUG - 6 2001
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RECEIVED
MAY 30 2001
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

4

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. J.H. BAXTER AND CO., ROSEBURG FOREST PRODUCTS CO., INTERNATIONAL PAPER CO., and BEAZER EAST, INC. Defendants.	CIVIL ACTION NO: C 01-2024 SC CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has concurrently filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against Beazer East, Inc., J.H. Baxter & Co., International Paper Co., and Roseburg Forest Products Co. (collectively "defendants"), seeking reimbursement of response costs incurred and a declaratory judgment on defendants' liability for response costs to be incurred for response actions taken at or in connection

with the release or threatened release of hazardous substances at the J.H. Baxter Superfund Site in the City of Weed, Siskiyou County, California (the "Site" as defined below).

B. The defendants have, pursuant to a Unilateral Administrative Order issued by EPA (and with oversight by EPA, the California EPA and the California Regional Water Quality Control Board for the North Coast Region) implemented remedial measures at the Site.

C. The United States and the defendants that have entered into this Consent Decree ("Settling Defendants") agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Future Response Costs" shall mean all costs incurred by EPA, or DOJ on behalf of EPA, on or after January 1, 2000, at the Site consistent with the scope of the remedy selected in the ROD, including, but not limited to, direct, indirect and oversight costs. Future Response Costs shall also include all Interest on the Past Response Costs that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from May 16, 2000 to the date of entry of this Consent Decree.

h. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

i. "Owner Settling Defendants" shall mean J.H. Baxter and Co. and Roseburg Forest Products Co.

j. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

k. "Parties" shall mean the United States and the Settling Defendants.

l. "Past Response Costs" shall mean all costs, including but not limited to direct, indirect and oversight costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through December 31, 1999, plus accrued Interest on all such costs through May 15, 2000.

m. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 25, 1990 by the Regional Administrator, EPA Region 9, or his/her delegate, and amended on March 27, 1998, and all attachments thereto.

n. "Plaintiff" shall mean the United States.

o. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

p. "Settling Defendants" shall mean J.H Baxter and Co. ("Baxter"), Roseburg Forest Products Co. ("Roseburg"), International Paper Co., and Beazer East, Inc.

q. "Site" shall mean the J.H. Baxter Superfund site located in Weed, California. The Site encompasses approximately 33 acres owned by Baxter, portions of property owned by Roseburg, and all property to which hazardous substances and/or pollutants or contaminants from the Site have come to be located. The Site is bordered by residential areas of Weed and by mixed woodlands, and is depicted on the map in Appendix A.

r. "UAO" shall mean the Unilateral Administrative Order issued by EPA to the Settling Defendants on December 23, 1998.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. JOINT AND SEVERAL LIABILITY

4. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

VI. REIMBURSEMENT OF PAST RESPONSE COSTS

5. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the J.H. Baxter Special Account within the EPA Hazardous Substance Superfund, $1,310,300 in full satisfaction of Settling Defendants' obligations with respect to reimbursement of Past Response Costs. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing EPA Region and Site Spill ID Number 09-74, the USAO File Number, and DOJ Case Number 90-11-3-06786. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of California following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendants shall send notice to EPA and DOJ that payment has been made in accordance with Section XVI (Notices and Submissions).

VII. REIMBURSEMENT OF FUTURE COSTS

6. Settling Defendants shall reimburse the J.H. Baxter Special Account within the EPA Hazardous Substance Superfund for all Future Response Costs not inconsistent with the National Contingency Plan ("NCP"). On a periodic basis, the United States will send Settling Defendants a bill requiring payment that includes a summary of the direct and indirect costs incurred by EPA and its contractors, and the costs incurred by DOJ and its contractors. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 7. Settling Defendants shall make all payments required by this Paragraph in the form of a certified or cashier's check or checks made payable to "J.H. Baxter Special Account - EPA Hazardous Substance Superfund" and referencing EPA Region 9 and Site/Spill ID #09-74, the DOJ Case Number 90-11-3-06786, and the name and address of the party making payment. Settling Defendants shall send the check(s) to the Regional Superfund Lockbox at:

Mellon Bank
EPA, Attention: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

and shall send copies of the check(s) to the United States as specified in Section XVI (Notices and Submissions).

7. If Settling Defendants believe that any periodic billing summary (referenced in Paragraph 6) contains an accounting error or includes costs that are inconsistent with the NCP, EPA shall, within 60 days of receiving a written request from Settling Defendants, provide Settling Defendants with the background documentation (including all available invoices, work descriptions, and supporting documentation) for the billing summary. Settling Defendants may object to paying any Future Response Costs if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill, or within 30 days of receipt of the background documentation, whichever is later, and must be sent to the United States pursuant to Section XVI (Notices and Submissions). Any such objection shall specifically identify the Future Response Costs to which Settling Defendants object, and the basis for such objection. In the event of an objection, Settling Defendants shall, within 30 days of receipt of the bill, or within 30 days of receipt of the background documentation, whichever is later, pay all Future Response Costs to which they have not objected, to the United States in the manner described in Paragraph 6. Simultaneously, Settling Defendants shall establish an interest-bearing escrow account, which pays a commercially reasonable rate of interest, in a federally-insured bank duly chartered in the State of California and remit to that escrow account funds equivalent to the amount of the Future Response Costs to which Settling Defendants have objected. Settling Defendants shall send to the United States, as provided in Section XVI (Notices and Submissions), a copy of the transmittal letter and check paying the Future Response Costs to which Settling Defendants have not objected, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account

is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with the establishment of the escrow account, Settling Defendants shall immediately initiate the Dispute Resolution procedures in Section IX (Dispute Resolution). If the United States prevails in the dispute, within 5 days of the resolution of the dispute, Settling Defendants shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 6. If Settling Defendants prevail concerning any aspect of the objected costs, Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described Paragraph 6. The balance of the escrow account shall be disbursed to Settling Defendants. The procedures set forth in this Paragraph, in conjunction with the procedures set forth in Section IX (Dispute Resolution), shall be the exclusive mechanisms for resolving disputes regarding Settling Defendants' obligation to reimburse the United States for its Future Response Costs.

VIII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

8. Interest on Late Payments. In the event that any payments required by Section VI (Reimbursement of Past Response Costs) are not made within 30 days of the entry of this Consent Decree, or payments required by Section VII (Reimbursement of Future Costs) and Paragraph 9 (Stipulated Penalties), are not received when due, Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue 30 days after the effective date of this Consent Decree. The Interest to be paid on Future Response Costs shall begin to accrue on the date of the bill. The Interest to be paid on Stipulated Penalties shall begin to accrue 30 days after the date of the demand for payment of the penalties by EPA. Interest shall accrue through the date the United States receives Settling Defendants' payment. If Settling Defendants object to the payment of any Future Response Costs pursuant to Paragraph 7, and Settling Defendants prevail on the disputed issue pursuant to the Dispute Resolution provisions set forth in Section IX, Settling Defendants shall not owe Interest on Future Response Costs that Settling Defendants successfully challenged. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of

Settling Defendants' failure to make timely payments under this Section. Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 9.

9. Stipulated Penalties.

a. If any amounts due to EPA under this Consent Decree are not paid by the required date, Settling Defendants shall pay to EPA as a stipulated penalty, in addition to the Interest required by Paragraph 8, $500 per violation per day that such payment is late.

b. If Settling Defendants do not comply with Section XIII (Site Access & Institutional Controls), or Section XIV (Access to Information), Settling Defendants shall pay to EPA, as a stipulated penalty, $500 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "J.H. Baxter Special Account - EPA Hazardous Substance Superfund" and shall be sent to:

Mellon Bank
U.S. EPA Region 9
P.O. Box 360863M
Pittsburgh, PA 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, EPA Region 9 and Site Spill ID Number 09-74, the USAO File Number, and DOJ Case Number 90-11-3-06786. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter[s], shall be sent to EPA and DOJ as provided in Section XVI (Notices and Submissions).

d. Penalties shall accrue as provided by Paragraph 9, regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid by Settling Defendants upon Plaintiff's demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

e. Penalties shall continue to accrue as provided in Paragraph 9, during any dispute resolution period, but need not be paid until the following:

(1) If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or Settling Respondents' receipt of EPA's decision or order;

(2) If the dispute is appealed to this Court and the United States prevails in whole or in part, within 60 days of receipt of the Court's decision or order (except as provided in Subparagraph (3) below), Settling Defendants shall pay all accrued penalties owed to EPA as determined by the Court;

(3) If this Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account, which pays a commercially reasonable rate of interest, within 60 days of receipt of this Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. If the United States prevails in the dispute, within 5 days of the resolution of the dispute, Settling Defendants shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 6. If Settling Defendants prevail concerning any aspect of the objected costs, Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described Paragraph 6. The balance of the escrow account shall be disbursed to Settling Defendants.

f. If Settling Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as interest. Settling Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to this Paragraph.

g. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA.

Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

h. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under Paragraphs 8, 9 and 10 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

IX. DISPUTE RESOLUTION

12. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

13. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is extended by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

14. If the informal negotiations are unsuccessful, the determination of EPA shall control, unless Settling Defendants file a motion with this court for dispute resolution. Any such motion must be filed and concurrently served on DOJ and EPA within thirty (30) calendar days after receipt by Settling Defendants of an EPA notice in writing terminating informal negotiations. The United

States shall then have thirty (30) calendar days to respond to Settling Defendants' motion. In disputes regarding EPA's request for stipulated penalties under Paragraph 9, Settling Defendants bear the burden of proving, by a preponderance of the evidence, that Settling Defendants did not violate the terms and conditions of this Consent Decree. In any other dispute, Settling Defendants shall bear the burden of proving the EPA's position is arbitrary and capricious.

15. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of Settling Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties and Interest with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraphs 8 and 9.e. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settling Defendants do not prevail on the disputed issue, Stipulated Penalties and Interest shall be assessed and paid as provided in Paragraphs 8 and 9.

X. COVENANT NOT TO SUE BY PLAINTIFF

16. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 17 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section VI (Reimbursement of Past Response Costs to the United States) and Paragraph 8 (Interest on Late Payments) and Paragraph 9 (Stipulated Penalties). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

17. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 16 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

c. criminal liability;

d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

18. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past and Future Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred or Future Response Costs will be incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past and Future Response Costs.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

20. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past and Future Response Costs.

22. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

23. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section X.

XIII. SITE ACCESS & INSTITUTIONAL CONTROLS

24. Commencing upon the date of lodging of this Consent Decree, Owner Settling Defendants agree to provide the United States and its representatives, including EPA and its contractors, access at all reasonable times to the Site and to any other property owned or controlled by Owner Settling Defendants to which access is determined by EPA to be required for the implementation of this Consent Decree, or for the purpose of conducting any response activity related to the Site, including but not limited to:

a. Monitoring of investigation, removal, remedial or other activities at the Site;

b. Verifying any data or information submitted to the United States;

c. Conducting investigations relating to contamination at or near the Site;

d. Obtaining samples;

e. Assessing the need for, planning, or implementing response actions at or near the Site;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XIV (Access to Information); and

g. Assessing Settling Defendants' compliance with this Consent Decree.

25. For safety purposes, when these individuals are on Owner Settling Defendants' property, they shall notify Owner Settling Defendants by presenting their credentials or identification, logging in and out at the plant office when entering or leaving the property, and shall allow a representative of Owner Settling Defendants to accompany them. When these individuals log in at the plant office, Owner Settling Defendants shall provide them with a copy of Owner Settling Defendants' safety regulations for its operations at the Site.

26. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. § 6927, and any other applicable statutes or regulations.

27. Institutional Controls.

a. Within 15 days after entry of this Consent Decree, Owner Settling Defendants shall record a notice of the entry of this Consent Decree with the Recorder's Office Siskiyou County, State of California. Thereafter, each deed, title, or other instrument conveying an interest in the property included in the Site shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree.

b. Any Owner Settling Defendant and any Successor-in-Title shall, at least 30 days prior to the conveyance of any such interest, give written notice of this Consent Decree to the grantee and written notice to EPA of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree was given to the grantee. In the event of any such conveyance, Settling Defendants' obligations under this Consent Decree, including their obligation to provide or secure access pursuant to Section XIII (Site Access & Institutional Controls), shall continue to be met by Settling Defendants. In no event shall the conveyance of an interest in property that includes, or is a portion of, the Site release or otherwise affect the liability of Settling Defendants to comply with this Consent Decree.

c. Owner Settling Defendants shall, commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures implemented pursuant to the ROD and the UAO. Such restrictions include, but are not limited to:

(1) Prohibiting residential uses, including mobile home, single/multi family home, factory built housing, hospitals, public or private schools, day care centers, and similar uses;

(2) Preventing access to and use of groundwater in the DNAPL Zone and other areas with concentrations of contaminants that exceed the groundwater cleanup standards set forth in Table 4-2 of the ROD at the Site (with the exception of the remediation of groundwater);

(3) Preventing exposure to waste left in the DNAPL zone; and

(4) Prohibiting activities that would disturb the integrity of the remedy, including appropriate prohibitions on activities that would disturb the soil and/or any cap placed upon such soil, seeps, slurry wall and RCRA equivalent disposal cell, unless approved in writing and in advance by EPA.

d. Owner Settling Defendants shall execute and record in the Recorder's Office of Siskiyou County, State of California, an environmental restriction applicable to the Site, running with the land, that:

(1) Grants a right of access to the Site and any other property under the control of Owner Settling Defendants to which access is necessary for the purpose of conducting any response activity related to this Consent Decree, including but not limited to those activities listed in Paragraph 24 of this Consent Decree.

(a) Owner Settling Defendants shall grant the access rights to one or more of the following persons, as determined by EPA: (i) the United States, on behalf of EPA, and its representatives; and/or (ii) the State and its representatives.

(b) Those individuals granted access rights pursuant to Paragraph 27.d.(1)(a) shall, when on the Site or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Site.

(2) Grants the right to EPA and/or the State to enforce against all subsequent owners of the Site or any portion of the Site the land/water use restrictions listed in Paragraph 27.c. of this Consent Decree, or other restrictions that EPA reasonably determines are necessary to ensure non-interference with or ensure the protectiveness of the remedial measures performed pursuant to the ROD, to the extent authorized by applicable laws and regulations.

(3) Binds subsequent owners of the Site.

e. Owner Settling Defendants shall, within 45 days of entry of this Consent Decree, submit to EPA for review and approval with respect to the Site or such other property:

(1) A draft environmental restriction, in substantially the form attached hereto as Appendix B, that complies with all applicable laws of the State of California, including but not limited to Civil Code section 1471 and Health and Safety Code section 25355.5. The land use restrictions in the environmental restriction shall be limited to the land use restrictions listed in Paragraph 27.c. of the Consent Decree, Section 67 of the UAO, and Section 4.1.7.5 of the Statement of Work incorporated in the UAO.

(2) A current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisition by the United States (1970) (the "Standards").

Within 15 days of EPA's approval and acceptance of the environmental restriction, Owner Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, record the environmental restriction with the Recorder's Office, Siskiyou County. Within 30 days of recording the environmental restriction, Owner Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded environmental restriction showing the clerk's recording stamps.

f. If EPA reasonably determines that circumstances have changed such that additional land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Settling Defendants shall make reasonable efforts to cooperate with EPA's efforts to secure such governmental controls.

g. Nothing in this Section (Section XIII Site Access & Institutional Controls) shall subject Settling Defendants to Stipulated Penalties for the failure of a future property owner or operator at the Site to comply with the environmental restriction or title commitment referenced in Paragraph 27e(1) and (2). Owner Settling Defendants' potential liability for Stipulated Penalties

under this Section shall be based solely on their obligations to provide access (as set forth in Paragraphs 24 through 25) and to comply with the terms and deadlines set forth in this Paragraph (Paragraph 27 (Institutional Controls)).

XIV. ACCESS TO INFORMATION

28. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

29. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. Settling Defendants may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other

consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor.

30. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XV. RETENTION OF RECORDS

31. Until 10 years after the entry of this Consent Decree, Settling Defendants shall preserve and retain one set of all records and documents now in their possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until 10 years after the entry of this Consent Decree, Settling Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

32. After the conclusion of the document retention period in Paragraph 31, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents described in Paragraph 31, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records or documents to EPA or DOJ. Settling Defendants may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the

subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor.

33. By signing this Consent Decree, each Settling Defendant certifies individually that, to the best of its knowledge and belief, it has:

a. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e) by having conducted a thorough, comprehensive, good faith search for documents, and having fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site; and

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against Settling Defendant regarding the Site.

XVI. NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ,

and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Post Office Box 7611
Washington, D.C. 20044-7611
Reference Case No. 90-11-3-06786

As to EPA:

Sarah Mueller
Assistant Regional Counsel
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105
Re: J.H. Baxter Superfund Site

and

David Wood, Chief, Cost Accounting,
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105
Re: J.H. Baxter Superfund Site

As to Settling Defendants:

As to Beazer East, Inc.:

Michael Tischuk
Beazer East, Inc.
One Oxford Centre, 30th Floor
Pittsburgh, PA 15219

and

Ronald C. Hausmann, Esq.
Munger, Tolles & Olson
Suite 1900
33 New Montgomery
San Francisco, CA 94105

As to International Paper:

Howard D. Lienert, P.E.
International Paper Company
International Place One
6400 Poplar Avenue
Memphis, TN 38197

and

International Paper
c/o CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017

As to J.H. Baxter and Company:

Georgia Baxter
Executive Vice President
J.H. Baxter and Company
1700 South El Camino Real
P.O. Box 5902
San Mateo, CA 94402-0902

and

Seth Goldberg
Steptoe & Johnson
1330 Connecticut Ave., N.W.
Washington, DC 20036

As to Roseburg Forest Products Company:

Max Kimmel
Manager, Environmental Affairs
Roseburg Forest Products Co.
P.O. Box 1088
Roseburg, OR 97470

XVII. RETENTION OF JURISDICTION

35. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVIII. INTEGRATION

36. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: Appendix A is a map of the Site; Appendix B is a model deed restriction referred to in Paragraph 27.

XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

37. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

38. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XX. EFFECTIVE DATE

39. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XXI. SIGNATORIES/SERVICE

40. Each undersigned representative of a Settling Defendant to this Consent Decree and the Principal Deputy Section Chief for the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

41. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

42. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

ORDERED, Dated and ENTERED this 6 day of August, 2001.

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Decree.

FOR PLAINTIFF UNITED STATES OF AMERICA:

4-18-01
DATE

WALKER SMITH
Principal Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C.

4/18/01
DATE

NOEL WISE
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 870
San Francisco, CA 94105
Telephone: (415) 744-6471

FOR PLAINTIFF UNITED STATES OF AMERICA:

5-21-01
DATE

KEITH TAKATA
Director, Superfund Division
U.S. Environmental Protection Agency,
Region IX
San Francisco, CA

May 9, 2001
DATE

SARAH MUELLER
Assistant Regional Counsel
U.S. Environmental Protection Agency,
Region IX
San Francisco, CA

FOR DEFENDANT BEAZER EAST, INC.

5-16-01 Jill M. Blundon

DATE JILL M. BLUNDON
Vice President
Beazer East, Inc.

WE HEREBY CONSENT to the entry of this Decree.

FOR DEFENDANT J.H. BAXTER AND CO.

4/30/01 Virginia Baxter

DATE

FOR DEFENDANT INTERNATIONAL PAPER

4-30-01 Howard D. Lienert
DATE

Howard D. Lienert
Manager
Environmental Regulatory Affairs

FOR DEFENDANT ROSEBURG FOREST PRODUCTS CO.

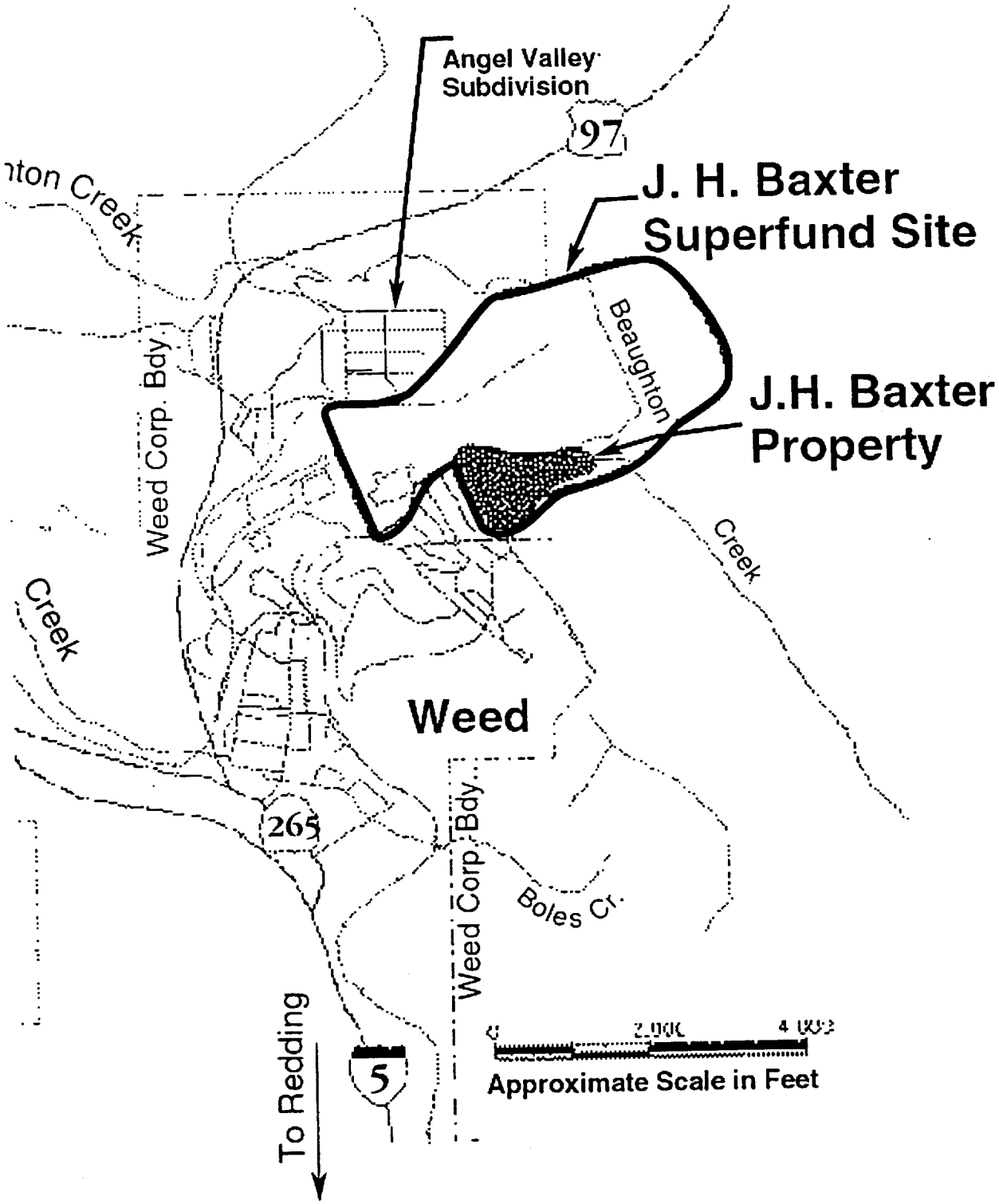
4/26/01
DATE

ALLYN C. FORD
President, Roseburg Forest Products Co.

APPENDIX A

J.H. Baxter Superfund Site, Weed, California

The Site is located in the northeastern portion of the city of Weed in Siskiyou County, California, and includes properties owned by J. H. Baxter and Roseburg Forest Products. It is bordered on the northwest by residential areas of Weed, to the north by the Angel Valley Subdivision and Lincoln Park, to the east by mixed woodlands, and to the south by irrigated pasture. Beaughton Creek runs through the eastern portion of the Site.



Site Location Map
J.H. Baxter Superfund Site
Weed, California

APPENDIX B

RECORDING REQUESTED BY:
[Covenantor's name]
[street address]
[City]*, California *[zip code]

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region __
[street address]
[City], California ***[zip code]***
Attention: ***[name of Branch Chief]***, Chief
[branch designation]

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: ***[Insert parcel number(s) and name of site property to be restricted.]***

This Covenant and Agreement ("Covenant") is made by and between ***[name of Covenantor] [Note: "Covenantor" must include all parties who are owners of record of the real property. Verify ownership in the records at the County Recorder's Office.]***[1] (the "Covenantor"), the current owner of property situated in *[city]*, County of [ ], State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department,

[1]In this model deed restriction language in parentheses should be included in the deed restriction. Language in brackets is given either as guidance ***[bold italics]*** or as optional language that may have to be adapted to comport with the particular facts of the property to be restricted.

collectively referred to as the "Parties", hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of, and be enforceable by, the U.S. Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately [acres] [square yards] is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. ***[Exhibit "A" must include the legal description of the property used by the county recorder. If the property does not already have a legal description (it generally will not if it is a portion of a larger piece of property) a survey will be required.]*** The Property is located in the area now generally bounded by ***[include narrative description of the area; this will typically be street names: e.g., Main Street on the north, Maple Street on the east, etc.]*** County of [ ], State of California. This property is more specifically described as [ ] County Assessor's Parcel No.(s): [ ] ***[list exact Assessor's Parcel number(s)]***

1.02. ***[Use this paragraph if imposing additional restrictions on a portion of the Property, for example on a capped portion, or if for any other reason it is necessary to precisely identify any portion of the property, such as an area with groundwater monitoring wells. The purpose of this paragraph is to give the precise location of such areas. Renumber following paragraphs accordingly.]*** A limited portion of the Property is more particularly described in Exhibit "B" which is attached and incorporated by this reference ("Capped Property") as defined below ***[or "(other identified) Property"]. [Exhibit B must include a legal description of the exact area(s) being restricted and any necessary diagram(s). This will generally require a legal survey and engineering drawing for the Cap or other area to be further restricted.]*** The [Capped *(or other description)*] Property is located in the area now generally bounded by [ ]. ***[Include language that generally describes the Capped or other identified Property.]*** The [Capped *(or other identified)*

Property is also more specifically described as encompassing [ ] County Assessor's Parcel No.(s) [ ].

1.03. ***[Briefly describe the remedial measures implemented at the Property, including, if applicable, installation of a cap and construction and ongoing operation and maintenance of a groundwater treatment system, in order to identify the remaining contaminants and physical remedial measures on the Property that necessitate this deed restriction. This paragraph should refer to, and give the approval date for, the RAP, ROD, RAW or other decision document that selected the remedial measures at the Property and required this Covenant.]***

SAMPLE [For a property with remaining contamination, but no cap, O&M, or other ongoing response activities]: The Property is [a portion of a site] being remediated pursuant to a Remedial Action Plan pursuant to Chapter 6.8 of Division 20 of the H&SC, under the oversight of the Department. The Remedial Action Plan provides that a deed restriction be required as part of the site remediation, because lead, which is a hazardous substance, as defined in H&SC section 25316, and a hazardous material as defined in H&SC section 25260 remains at depths of 10 feet or more below the surface of the Property. The Department circulated the Remedial Action Plan, which contains a Final Health Risk Assessment, together with a draft [negative declaration] [environmental impact report] pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Remedial Action Plan and the [negative declaration] [environmental impact report], were approved by the Department on [date], pursuant to which the Property was excavated to a depth of 10 feet, graded, then backfilled with clean soil.

SAMPLE [For a property with ongoing operation and maintenance of a monitoring or treatment system and/or cap. The exact provisions of this paragraph will vary depending upon the facts of the particular site or facility. The paragraph below is illustrative of the kind of information that should be included. Note specifically there is reference to a signed Operation and Maintenance Agreement.]: [Covenantor] ***[or party responsible for***

the activity, if different from Covenantor] is remediating the Property under the supervision and authority of the Department. The Property is [a portion of a site] being remediated pursuant to a Remedial Action Plan pursuant to Chapter 6.8 of Division 20 of the H&SC. Because hazardous substances, as defined in H&SC section 25316, which are also hazardous materials as defined in H&SC section 25260, including volatile organic compounds, total petroleum hydrocarbons, chlorinated benzenes and polychlorinated biphenyls, remain in the soil and groundwater in and under portions of the Property, the Remedial Action Plan provides that a deed restriction be required as part of the site remediation. The Department circulated the Remedial Action Plan, which contains a Final Health Risk Assessment, together with a draft [negative declaration] [environmental impact report] pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Remedial Action Plan and the [negative declaration] [environmental impact report], were approved by the Department on [*date*]. Remediation includes installing and maintaining a synthetic membrane cover ("Cap") over the Capped Property. The Cap consists of a low permeability synthetic membrane and other associated layers, as more particularly described in the engineering drawing attached as Exhibit "B" hereto. The response action also includes the installation and operation of: (1) a passive gas collection system on the Capped Property which removes volatile organic compounds migrating upward from under the Cap, (2) a vapor extraction system, which remediates certain volatile organic compound-impacted soils, and (3) groundwater monitoring wells ("Monitoring Wells"). The location of the gas collection system, vapor extraction system, and Monitoring Wells are shown on Exhibit "B". ***[This exhibit will have been identified in paragraph 1.02.]*** The operation and maintenance of the Cap, gas collection system, vapor extraction system, and Monitoring Wells is pursuant to an Operation and Maintenance Manual incorporated into the Operation and Maintenance Agreement between [Covenantor] ***[or name of other entity]*** and the Department dated [ ]. ***[If an O&M Agreement has not been signed, the approval date for the O&M Manual or Plan should be referenced.]***

1.04. ***[This paragraph should set out specific information about the risk assessment findings relevant to the contaminants of concern remaining at the property, essentially the basis***

for the restrictions imposed by this covenant. The Restrictions in Paragraphs 4.01, and any requirement for Soil Management Activity and any Prohibited Activity must be linked to the contaminants and risk assessment as discussed in this paragraph. The following paragraph is given for purposes of illustration. Each site will have different facts; those should be developed in a manner similar to the sample paragraph given here. Land use must be consistent with the approved RAW, RAP or ROD and the health risk assessment.]

SAMPLE: As detailed in the Final Health Risk Assessment ***[or other appropriate document]*** as approved by the Department on [*date*], all or a portion of the surface and subsurface soils within 10 feet of the surface of the Property contain hazardous substances, as defined in H&SC section 25316, which include the following metal contaminants of concern in the ranges set forth below: arsenic (0.3 to 38.1 parts per million ("ppm"), beryllium (2.6 ppm), copper (4.6 to 756 ppm, and nickel (7.3-105 ppm). In addition, there are low pH soils. Based on the Final Risk Assessment the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to ***[as applicable:*** commercial and industrial, parks, open space,[***or other appropriate***]*]* use.

SAMPLE: [Note: Groundwater restrictions in Paragraph 3.04 must be based on a discussion of what contaminants are found in groundwater at the site, and what the drinking water standards are.]

Groundwater at the Property is found 15 to 20 feet below ground surface. Contaminants in the groundwater include benzene (50- 123 ppm), chromium (75- 213 ppm) and TCE (350-780 ppm). California drinking water standards are benzene at 0.08 ppm, chromium at 30 ppm and TCE at 5 ppm. The Department concludes that the groundwater presents an unacceptable threat to human health and safety.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in, all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. _____ is the CERCLA Lead Agency at the time of the recording of this instrument.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable

by U.S. EPA as a third party beneficiary and by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

> **NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE PUBLIC LAND RECORDS ON __ [DATE]___, IN BOOK ___, PAGE ___, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.**

3.05. Conveyance of Property. The Owner shall provide notice to the Department and to U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or

otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

[The following examples are intended to be illustrative. Not all of them will be applicable. The restrictions for a particular property should have a direct relationship to what the Health Risk Assessment said was appropriate for use at the site. The restrictions must also protect the integrity and physical accessibility of, and legal rights of access to, any ongoing remediation facilities at the site.]

4.01. Prohibited Uses. Future use of the Property shall be restricted to industrial use only, and the Property shall not be used for any of the following purposes: ***[Note: These prohibitions must be based on the appropriate decision documents as set forth in Paragraphs 1.03 and 1.04]***

[Sample provisions:]

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 21 years of age.

(d) A day care center for children.

(e) Any other purpose involving residential occupancy on a 24-hour basis.

4.02. Soil Management ***[Note: The basis for the soil restrictions must be in Paragraphs 1.03 and 1.04]***

[Sample provisions]

(a) No activities that will disturb the soil [at or below [ ] feet below grade] (e.g., excavation, grading, removal, trenching, filling, earth

movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the CERCLA Lead Agency.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) The Owner shall provide the CERCLA Lead Agency written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property [more than [ ] feet below the soil surface] [which will remove more than [ ] cubic yards of soil].

4.03. Prohibited Activities. ***[This paragraph will not be applicable to all sites. If not used, renumber accordingly. If there are groundwater restrictions, the basis must be in Paragraphs 1.03 and 1.04]*** The following activities shall not be conducted at the Property:

[Sample provisions]

(a) Raising of food (cattle, food crops).;

(b) Drilling for [drinking] water, oil, or gas [without prior written approval by the CERCLA Lead Agency].

[or] (b) Extraction of groundwater for purposes other than site remediation or construction dewatering.

[The following paragraphs are samples of restrictions that may be applicable when there is a cap, vapor and/or gas collection system, and/or groundwater monitoring system.]

4.04. Non-Interference with Cap [and Vapor Extraction System (VES)] and [Groundwater Capture System (GCS)]. Covenantor agrees:

[Sample provisions:]

(a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the

Capped Property without prior review and approval by the CERCLA Lead Agency. ***[Similar restrictions may be appropriate for other ongoing remediation systems.]***

(b) All uses and development of the Capped Property shall preserve the integrity [***(if appropriate:)*** **and physical accessibility]** of the Cap. ***[Extend to other systems as appropriate.]***

(c) The Cap shall not be altered without written approval by the CERCLA Lead Agency.

(d) Covenantor shall notify the CERCLA Lead Agency of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the CERCLA Lead Agency shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants. ***[Extend to other systems as appropriate.]***

4.05. Access for U.S. EPA and Department. The U.S. EPA and the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by U.S. EPA and the Department in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or federal law.

4.06. Access for Implementing Operation and Maintenance. ***[To be used at all sites with ongoing O&M activities]*** The entity or person responsible for implementing the Operation and Maintenance [Agreement] ***[or*** Manual ***or*** Plan ***or*** Activities, ***as appropriate, if there is no O&M Agreement]*** shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance [Agreement ***or*** Manual ***or*** Plan ***or*** Activities] until the CERCLA Lead

Agency determines that no further Operation and Maintenance is required.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. The Department or U.S. EPA shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to Health and Safety Code, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department or U.S. EPA to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas); constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department or U.S. EPA to file civil or criminal actions as provided by law or equity.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless or until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 6.01 without prior review and prior concurrence of the variance by U.S. EPA. If requested by the Department or U.S. EPA, any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA Lead Agency responsibility for

Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, after review and prior written concurrence by U.S. EPA, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of [name of county] within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: *[include name and address of Owner and name of person to receive service]*

To Department: *[title and address of Regional Branch Chief.]*

To U.S. EPA: *[titles and addresses of RPM and ORC]*

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.07 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: ***[name of Covenantor]***

By: _____

Title: ***[signatory's name and title]***

Date: _____

Department of Toxic Substances Control

By: _____

Title: ***[signatory's name and title]***

Date: _____

"U.S. EPA" as a Third Party Beneficiary

APPENDIX B

By: _____

Title: *[signatory's name and title]*

Date: _____

APPENDIX B

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On this _____ day of _____, in the year _____,

before me _____, personally appeared

_____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

EXHIBIT B

All that real property situated in the County of Siskiyou, State of California, described as follows:

I. REMNANT

A. Mill Site

Township 41 North, Range 5 West, M.D.M. and Township 42 North, Range 5 West, M.D.M. (Mill Site)

A fractional portion of the North 1/2 and the Northwest 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 2, both in Township 41 North, Range 5 West, M.D.M., lying Easterly and Southerly of the Southern Pacific Transportation Company 100 foot strip known as the Old Klamath Falls line as described in deed recorded July 10, 1918 in Book 98 of Deeds, page 488, Northerly and Easterly of the Southern Pacific Transportation Company 200 foot strip known as the Main Line to Ashland, Westerly and Northwesterly of the Westerly and Northwesterly lines of North Davis Avenue as described in Dedication to City of Weed, recorded April 10, 1964 in Book 501 Official Records, page 738, Siskiyou County Recorder's Office, and Northwesterly of the Northwesterly line of Mill Street as shown on the map of Weed Subdivision Unit No. 2 filed December 10, 1958 in Town Map Book 3, page 13, Siskiyou County Recorder's Office, including a small portion of Mill Street conveyed to International Paper Company by deed recorded January 14, 1966 in Book 525 Official Records, page 59, Siskiyou County Recorder's Office.

EXCEPTING THEREFROM all that portion of the North 1/2 of Section 1 lying Easterly of Weed Subdivision Unit No. 2 and Southerly of the following described line: Beginning at the most Northerly corner of Lot 20 in Block 15, Weed Subdivision Unit No. 2; thence North 66° 04' 05" East 247.65 feet; thence North 33° 02' 52" East 88.57 feet; thence South 67° 59' 10" East 271.38 feet; thence North 89° 45' 21" East 356.48 feet; thence North 64° 00' 00" East 268.43 feet; thence North 75° 36' 37" East 396.23 feet; thence Northeasterly on a direct line to the Northeast corner of Section 1.

Also Parcel 1 according to the Parcel Map for International Paper Co. in portions of Section 1 and 2, Township 41 North, Range 5 West, M.D.M. filed September 2, 1977 in Parcel Map Book 5, Page 69, Siskiyou County Recorder's Office.

EXCEPTING THEREFROM the following described portion of said Parcel 1: Beginning at the Southerly corner of Tract A, as per that certain plat recorded in Book 5 of Record Surveys at page 156, Siskiyou County Records, being a point on a curve concave to the West and having a radius of 100.00 feet, a radial line to said point bears North 80° 04' 24" East, and being a point on the Northeasterly line of White Avenue, a privte road; thence Northwesterly 35.38 feet along said curve and Northeasterly line through an angle of 20° 16' 24"; thence North 30° 12' West, 96.07 feet to the beginning of a curve concave to the East and having a radius of 20.00 feet; thence Northeasterly 32.73 feet along said curve through an angle of 93° 45' 26" to a point of cusp with the Southeasterly line of North Davis Avenue, a public street; thence South 63° 33' 26" West 80.18 feet along said Southeasterly line to a point of cusp with a curve concave to the Southwest and having a radius 20.00 feet; thence Southeasterly 30.10 feet along said curve through an angle of 86° 14' 34"; thence South 30° 12' East, 101.33 feet to the beginning of a curve concave to the West and having a radius of 60.00 feet; thence Southerly, 78.99 feet along said curve through an angle of 75° 26', a radial line to such point bears South 44° 46' East; thence South 44° 46' East, 20.00 feet along said radial line to a point on a curve concave to the Northwest and having a radius of 80.00 feet, a radial line to such point bears South 44° 46' East; thence Northeasterly, 67.83 feet along said curve through an angle of 48° 34' 39" to a point, a radial line to such point bears North 86° 39' 21" East; thence North 56° 00' East, 22.48 feet to the point of beginning.

All that portion of the Southeast 1/4, the Southeast 1/4 of the Southwest 1/4 and of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 42 North, Range 5 West lying Southeasterly of the Southeasterly line of the Southern Pacific Transportation Company 100 foot strip known as the Old Klamath Falls line as described in deed recorded in Book 98 of Deeds, page 488 Siskiyou County Recorder's Office.

ALSO all that portion of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 36, Township 42 North, Range 5 West, and the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 41 North, Range 5 West, M.D.M. lying Northwesterly of the Northwesterly line of the Southern Pacific Company 100 foot strip described above.

ALSO all that certain lot, piece or parcel of land, situate, lying and being in the County of Siskiyou, State of California, and bounded and particularly described as follows, to wit: Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 36, Township 42 North, Range 5 West M.D.M., and running North 580 feet to the County Road; thence Southwest along County Road 820 feet; thence East 591 feet to place of beginning, being all that portion of the Southwest 1/4 of Southwest 1/4 of said Section 36 laying South and East of said County Road running from the town of Weed to Carrick Creek.

ALSO including all that portion of the 100 foot strip in Section 36, Township 42 North, Range 5 West, M.D.M. known as the old Klamath Falls line as described in deed recorded April 9, 1903 in Book 61 of Deeds, page 219; deed recorded July 11, 1904 in Book 64 of Deeds, page 565 and deed recorded July 10, 1918 in Book 98 of Deeds, page 488 lying Northeasterly of a line at right angles to the centerline of Southern Pacific Company's log unloading track at Engineers Station 62+10.

ALSO EXCEPTING therefrom part of the Northeast quarter of Southwest quarter of Section 36, Township 42 North, Range 5 West, M.D.M., described as beginning at a point on the Southerly right of way line of U.S. Highway No. 97 from which the Northwest Corner of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 42 North, Range 5 West, M.D.B.& M. bears North 302.97 feet; thence South 615.8 feet to Northerly right of way line of County Road; thence North 29° 32' East 323.85 feet; thence North 40° 02' East 215.3 feet; thence North 54° 56' East 217.5 feet; thence North 64° 26' East 266.25 feet; thence North 61° 29' East 321.69 feet; thence North 32° 29' East 100.0 feet, more or less, to a point from which the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 36 bears East 286.4 feet; thence West 291.4 feet more or less to the Southerly and Easterly right of way line of Highway No. 97; thence Southwesterly along the Southerly and Easterly right of way line of U.S. Highway No. 97 and to the place of beginning.

ALSO EXCEPTING all that portion of the above described lands conveyed to the City of Weed for public streets as described in deed dated September 6, 1972, recorded November 20, 1972 in Book 677 Official Records, page 576, Siskiyou County Recorder's Office.

ALSO EXCEPTING all that portion of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 42 North, Range 5 West, M.D.M. conveyed to the State of California for Highway purposes by deed dated July 1, 1980, recorded September 3, 1980 in Book 896 Official Records, page 840, Siskiyou County Recorder's Office.

B. Railroad

All that portion of Lots 1 and 2 of the Northeast 1/4 of Section 2, Township 41 North, Range 5 West, M.D.M. and the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 42 North, Range 5 West, M.D.M. lying Easterly of the Easterly lines of California State Highway U. S. 97 as described in deed recorded September 18, 1940 in Book 116 Official Records, page 63 and in deed recorded September 3, 1980 in Book 896 Official Records, page 840 and lying Northwesterly of the Northwesterly line of the 100 foot strip owned by the Southern Pacific Transportation Company.

EXCEPTING THEREFORM all that portion of the above described lands lying within the exterior boundaries of Weed Subdivision Unit No. 3 according to the map thereof filed December 10, 1958 in Town Map Book 3, page 19, Siskiyou County Recorder's Office.

ALSO EXCEPTING all that portion of the above described lands lying Northerly of the Southerly line of Lincoln Avenue as described in deed to City of Weed recorded November 20, 1972 in Book 677 Official Records, page 576, Siskiyou County Recorder's Office.

C. Ranch

Township 41 North, Range 5 West, M.D.M.

The East 1/2 and the East 1/2 of the West 1/2 of Section 1 lying Southerly and Easterly of the following described line: Beginning at the Northeast corner of said Section 1; thence Southwesterly in a direct line to the most Northerly corner of the J.H. Baxter & Co. parcel as described in deed dated August 1, 1962, recorded August 3, 1962 in Book 478 Official Records, page 861, Siskiyou County Recorder's Office and delineated on Recorded Survey Map filed October 19, 1962 in Record Survey Book 3, page 101; thence South 51° 31' 21" East 451.43 feet; thence South 40° 45' 07" East 150.92 feet; thence South 45° 26' 28" East 292.03 feet; thence South 44° 28' 46" West 28.02 feet; thence North 45° 28' 51" West 203.91 feet; thence S. 10° 13' 48" W. 449.69 feet; thence South 78° 33' 56" West 1307.95 feet to the Easterly line of Weed Subdivision Unit No. 2; thence South 31° 03' 40" East 139.13 feet; thence South 89° 09' 10" East 23.14 feet; thence South

31° 03' 40" East 130.22 feet; thence South 56° 08' 20" West 69.01 feet to the Northerly corner of the Ball Park as delineated on map filed April 6, 1964 in Record Survey Book 4, page 27; thence South 42° 23' 41" East 289.53 feet; thence South 34° 14' 18" East 413.91 feet to the Northeasterly corner of the Siskiyou Union High School District lot as described in deed recorded April 8, 1958 in book 402 Official Records, page 438, Siskiyou County Recorders Office; thence South 29° 29' East 816.00 feet; thence South 43° 39' West 489.74 feet to the Northeasterly corner of Parcel 1 as disclosed on Parcel Map filed March 13, 1981 in Parcel Map Book 8, page 162, Siskiyou County Recorder's Office; thence South 01° 26' 24" West 417.53 feet to the Southeast corner of Parcel 1; thence North 89° 38' 57" West 1374.67 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 1; thence Southerly along the West line of the Southeast 1/4 of the Southwest 1/4 of Section 1 to the South line of said Section 1 and the termination of said line.

The Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 12, Township 41 North, Range 5 West, M.D.M.

Township 41 North, Range 4 West, M.D.M., the West 1/2 of Section 6 and the West 1/2 of Section 7.

EXCEPTING THEREFROM all that portion of the above described lands lying Southeasterly of a line which lies 100.0 feet Northwesterly of and parallel to the centerline of the Southern Pacific Transportation main line between Engineers Stations "K" 111+25.2 and "K" 119+81.5

D. Spur Track

A strip of land 25.0 feet in width across Block 6 of Weed Subdivision Unit No. 2 according to the map thereof filed December 10, 1958 in Town Map Book 3, pages 13 through 18, Siskiyou County Recorder's Office, said strip extending from Mill Street in a Southeasterly direction to the intersection of Spur Road and North Davis Avenue and is disclosed on said map as being RESERVED for spur track.

II. IGERNA POND

Township 41 North, Range 5 West, M.D.M.

A fractional portion of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 41 North, Range 5 West, M.D.M., described as

"Parcel H", in the deed to International Paper Company, a New York corporation, recorded July 12, 1962, in Book 477 of Official Records at page 730, Siskiyou County Records lying within the parcel described as follows:

Commencing at a 2-1/4" Pipe in M.O.R., marking the section corner common to Sections, 11, 12, 13 and 14, all Township 41 North, Range 5 West, M.D.M., as shown on the map entitled "Record Survey for State Highway Purposes" recorded July 1, 1968, Book 5 of Record of Surveys at page 117 through 120, Siskiyou County Records, from which a 2" I.D. Pipe stamped L.S. 2968, marking the 1/4 section corner common to said Sections 12 and 13, as shown on said map, bears North 89° 53' 31" East, 2644.96 feet; thence, along the North line of said Section 13, North 89° 53' 31" East, 623.86 feet; thence, from a tangent which bears South 20° 42' 18" West, along a curve to the right, having a radius of 3000.00 feet, through an angle of 08° 10' 02", a distance of 427.63 feet; thence South 28° 52' 20" West, 315.77 feet; thence, South 27° 35' 46" West, 165.18 feet, to a point hereinbelow referred to as Point "A"; thence South 64° 46' 52" East, 57 feet, more or less, to the Southeasterly line of the 250-foot wide strip conveyed to the State of California by deed recorded August 23, 1945, in Book 174 of Official Records, at page 476, Siskiyou County Records, being the TRUE POINT OF BEGINNING of this description; thence, continuing South 64° 46' 52" East, 51 feet, hereinbelow referred to as Course "T", to a point from which said Point "A" bears North 64° 46' 52" West, 108.29 feet; thence North 45° 07' 00" East, 92.99 feet, hereinbelow reffered to as Course "U"; thence South 44 53' 00" East, 20.00 feet, hereinbelow referred to as Course "V"; thence, from a tangent which bears North 45° 07' 00" East, along a curve to the left, having a radius of 720.00 feet, through an angle of 33° 55' 00", a distance of 426.21 feet, hereinbelow referred to as Course "W"; thence North 78° 48' 00" West, 20.00 feet, hereinbelow referred to as Course "X"; thence, North 11° 12' 00" East, 217.66 feet, hereinbelow referred to as Course "Y"; thence North 64° 09' 09" West, 12 feet to the Southeasterly line of said 250-foot wide strip, hereinbelow referred to as Course "Z"; thence along said Southeasterly line, Southwesterly, 708 feet, more or less, to the said TRUE POINT OF BEGINNING.

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 41 North, Range 5 West, M.D.M., described as follows:

Commencing at a 2-1/4" Pipe in M.O.R., marking the section corner common to Sections 11, 12, 13 and 14, all Township 41 North, Range 5 West, M.D.M., as shown on the map entitled "Record of Survey for State Highway Purposes" recorded July 1, 1968 in Book 5 of Record of Surveys at page 117 through 120, Siskiyou County Records, from which a 2" I.D.. Pipe stamped L.S. 2968, marking the 1/4 section corner common to said Sections 12 and 13, as shown on said map, bears North 89° 53' 31" East, 2644.96 feet; thence, along the

North line of said Section 13, North 89° 53' 31" East, 623.86 feet; thence from a tangent which bears South 20° 42' 18" West, along a curve to the right, having a radius of 3000.00 feet, through an angle of 03° 49' 39", a distance of 200.40 feet, to the TRUE POINT OF BEGINNING: thence continuing along said curve to the right, having a radius of 3000.00 feet, through an angle of 04 20' 23", a distance of 227.23 feet; thence South 28° 52' 20" West, 315.77 feet; thence South 27° 35' 46" West, 165.18 feet, to a point hereinbelow referred to as Point "A"; thence South 64° 46' 52" East, 57 feet, more or less, to the Southeasterly line of the 250-foot-wide strip conveyed to the State of California by deed recorded August 23, 1945 in Book 174 of Official Records, page 476, Siskiyou County Records; thence, along said Southeasterly line, Northeasterly, 708 feet more or less, to a point from which the TRUE POINT OF BEGINNING bears North 64° 09' 09" West; thence, North 64° 09' 09" West, 63 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPTING AND RESERVING unto the State of California an easement for drainage facilities upon, over and across that portion of said Northwest 1/4 of the Northwest 1/4 described as follows:

BEGINNING at said Point "A", hereinbefore described; thence North 27 35' 46" East, 56.55 feet; thence, South 63 31' 52" East, 55 feet, more or less, to the Southeasterly line of said 250-foot-wide strip; thence along said Southeasterly line, Southwesterly 58 feet, to a point from which the Point of BEGINNING bears North 64° 46' 52" West; thence North 64° 46' 52" West, 57 feet, more or less, to the Point of BEGINNING.

That portion of "Parcel 1", in the said Northwest 1/4 of the Northwest 1/4, conveyed to the STATE OF CALIFORNIA by deed recorded November 2, 1970 in Book 605 at page 160, Official Records of Siskiyou County, lying Westerly of the line described as follows:

Commencing at a point from which the TRUE POINT OF BEGINNING of Parcel 1, herein conveyed, bears North 64° 09' 09" West, 75.30 feet; thence, South 11° 12' 00" West, 217.66 feet, to a point hereinafter referred to as Point "B"; thence, South 78° 48' 00" East, 2 feet, more or less, to the Westerly line of the said parcel conveyed to the State of California by deed recorded in Book 605 at page 160, being the TRUE POINT OF BEGINNING; thence, continuing South 78° 48' 00" East, 18 feet to a point from which said Point "B" bears North 78° 48' 00" West, 20.00 feet; thence, from a tangent which bears South 11° 12' 00" West, along a curve to the right, having a radius of 720.00 feet, a distance of 73 feet, more or less, to the Southerly line of last said parcel conveyed to the State of California, being the Point of Termination of this line.

There shall be no abutter's rights of access appurtenant to the above described real property in and to the adjacent State Freeway.

The bearings and distances used in the above descriptions are on the California Co-ordinate System, Zone 1. Multiply oistances shown by 1.000241 to obtain ground level distances. Together with all rights along the existing waterline from the above described Igerna Reservoir to the Millsite in the Northeast 1/4 of Section 2, Township 41 North, Range 5 West, M.D.M.

III. OFFICE

All of block 8 of Weed Subdivision Unit No. 1 according to the map thereof filed December 10, 1958 in Town Map Book 2, page 5, Siskiyou County Recorder's Office.

IV. CALIFORNIA STREET

Parcel 6 according to the Boundary Line Adjustment and Parcel Map Survey for International Paper Company in Sections 35 and 36, Township 42 North, Range 5 West, M.D.M., filed October, 1981 in Parcel Map Book 8, pages 189 and 190, Siskiyou County Recorder's Office.

EXCEPTING therefrom all oil, gas and other minerals in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet under the surface for the extraction of oil, gas and minerals from said property or property in the vicinity thereof, however, with no rights of surface entry whatsoever as disclosed in Deed from MOBILE OIL CORPORATION, a New York Corporation to INTERNATIONAL PAPER COMPANY, LONG-BELL DIVISION, dated June 7, 1972, recorded June 26, 1972 in Book 667 Official Records, page 157 Siskiyou County Recorder's Office. Affects Easterly 100 feet only.

V. GROVE STREET

Section 2: All that portion of the Southwest 1/4 of the Southeast 1/4 of Section 2, Township 41 North, Range 5 West, M.D.M. lying Southerly of the Southerly line of Park Street as shown on page 5 of the Survey of Weed Subdivision, Unit No. 1, and Easterly of the following described line:

Beginning at the intersection of the Southerly line of Park Street and the Easterly line of California Stae Highway, U.S. 97; thence South 18° 13' 20" East 213.73 feet; thence South 71° 46' 36" West 25.00 feet; thence South 18° 13' 20" East 90.10 feet to the beginning of a tangent curve, concave to the Northeast having a radius of 450.0 feet; thence Southeasterly along said curve through an angle of 21° 51' 51" a distance of 171.72 feet more or less to the Easterly line of the Southwest 1/4 of the Southeast 1/4 of said Section 2.

EXCEPTING therefrom Parcel 9 as described in that certain Grant Deed from International Paper Company to the State of California recorded September 3, 1980 in Book 896, Official Records, page 840, Siskiyou County Recorder's Office.

ALSO EXCEPTING therefrom that portion of the above described property conveyed by deed from International Paper Company to Don A. Cordero, recorded in Volume 964 of Official Records at page 424 in the office of the Siskiyou County Recorder.

VI. LINCOLN AVENUE

Lot 3, Block 6, as designated on the map entitled "WEED SUBDIVISION UNIT NO. 3," which map was filed in the Office of the Recorder of the County of Siskiyou, State of California on December 10, 1958 in Volume 3 of Town Maps, pages 19-23, inclusive. EXCEPTING THEREFROM all oil, gas and minerals as reserved by International Paper Company, in the Declaration of Restrictions recorded December 23, 1958 in Volume 415 of Official Records of Siskiyou County, page 267, TOGETHER WITH the right of surface entry.

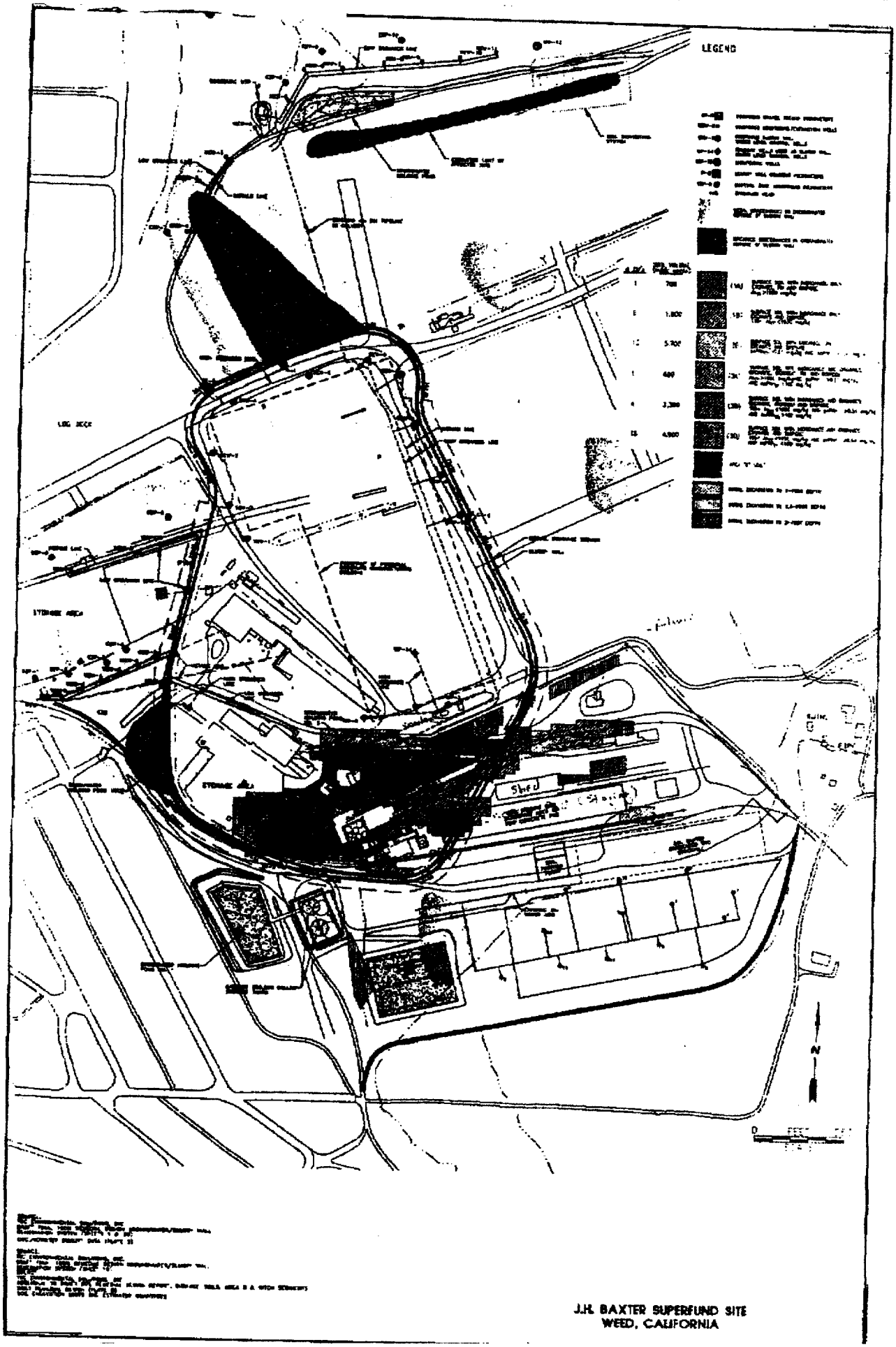
VII. RESERVOIR

A 500,000 gallon reservoir located in the South 1/2 of Section 2, Township 41 North, Range 5 West, M.D.M. together with a 16 foot wide easement running Easterly from said reservoir to State Route 97.

VIII. ALAMO AVENUE

All that portion of the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 41 North, Range 5 West, M.D.M, lying Southwesterly of the Southwesterly line of Alamo Avenue, Northwesterly of the Northwesterly boundary of Weed Subdivision, Unit #1A and Easterly of the Easterly line of California State Route 97.

EXHIBIT C



J.H. BAXTER SUPERFUND SITE
WEED, CALIFORNIA

RECORDING REQUESTED BY:
COUNTY OF SISKIYOU
After recording, return to:
County of Siskiyou
P.O. Box 1085
Yreka, CA 96097
No Recording Fee Payable
Government Code Section S 6103 and 27383
No Transfer Tax Payable
Revenue Taxation Code Section 11922

Siskiyou County Recorder
Contact: LEANNA DANCER
Instrument: 2002043006455
Date: 30-APR-2002
Time: 03:13:40 P
Total Fees: $.00
Book and Page:
Paid in Full

(Space above this line for Recorder's Use Only)

DOC TAX $0

GRANT OF EASEMENT

Roseburg Forest Products Co., an Oregon Corporation hereinafter called GRANTOR, for a valuable consideration receipt of which is hereby acknowledged, hereby grants to Siskiyou County, hereinafter called GRANTEE the following described easements in the, County of Siskiyou, State of California.

UTILITY EASEMENT

An easement to excavate for, install, replace, maintain, and use water pipelines together with all associated valves, fittings, and appurtenances used or useful in the operation of said pipelines, within the easement lying within GRANTOR's land situated in the unincorporated territory of, Siskiyou County, State of California, described in "Exhibit A" as Parcels 1 & 2 and shown on "Exhibit B" as Parcels 1 & 2 attached hereto and incorporated herein by reference;

GRANTOR further grants to GRANTEE:

a. The right of reasonable ingress to and egress from said easement as shall occasion the least practicable damage and inconvenience to GRANTOR.

b. The right to remove objects in consultation with the Grantor in advance, including trees, which are a hazard to the water pipeline installed by GRANTEE, provided that any such objects and trees removed shall remain the property of GRANTOR.

c. The right to mark the location of said easement area and pipeline by suitable markers set in the ground provided that said markers shall be placed in locations, which will not interfere with any reasonable use the GRANTOR shall make of the easement area.

GRANTOR reserves the right to use said easement area for purposes which will not interfere with GRANTEE's full enjoyment of the rights thereby granted; provided that GRANTOR shall not interfere with the access to, or the maintenance and operation of the pipeline and associated facilities.

GRANTEE agrees:

a. To pay GRANTOR the sum of $200.00 on execution of this easement.

b. To use its best efforts to prevent other parties from trespassing and to notify GRANTOR promptly of any such trespass coming to GRANTEE'S notice.

c. To use its best efforts to prevent any grass, brush or forest fires starting on said land; in its use of said land strictly to observe all forest fire laws; to attack all fires discovered on said land and to use its best efforts to control the same until relieved by fire fighting services.

d. To take all steps necessary to prevent and control erosion on all cut and fill banks resulting from or caused by its authorized use of said lands.

e. To bury all pipelines placed on said land by GRANTEE to such depth that they will not be damaged by logging operations.

f. To promptly pay all costs incurred by GRANTEE in connection with or arising out of its use of said land and the performance of its obligations hereunder and not to permit any liens to be filed or asserted against said land which arise out of or are connected with such use or the performance of such obligations.

g. To release and discharge GRANTOR from any and all claims and demands whatsoever arising out of GRANTEE'S exercise of the privileges granted by this permit and to save, defend and hold harmless GRANTEE and its agents, visitors, employees and contractors from any and all claims and demand, loss, cost, damage and expense arising out of injury to or death of persons or from damage to or loss of property caused directly or indirectly, either in whole or in part, by the exercise of such privileges by GRANTEE, its agents, employees, contractors and visitors.

h. To obtain and keep continuously in force during the term of this easement general liability and property damage insurance insuring itself at not less than $1,000,000.

i. To give GRANTEE ten days advance notice of the commencement of construction of the facilities authorized by this easement.

TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement, as described in "Exhibit A" as Parcel 3 and shown on "Exhibit B" as Parcel 3 attached hereto and incorporated herein by reference, for the purpose of constructing the water pipeline and appurtenances within the utility easement hereinabove described by GRANTEE and the duly authorized agents thereof.

This temporary construction easement shall terminate upon completion and acceptance by GRANTEE of the water project or two years from execution, whichever occurs first.

ABANDONMENT

In the event this easement shall be unused by the Grantee its successors or assigns for a period of two years, then this easement shall cease to exist, and the easement rights contained herein shall revert to the then fee title owners of the property each portion of this easement crosses.

RELOCATION

In the event the facilities installed hereunder interferes with the future operations of the Grantor, Grantee shall, within 120 days of receiving written notice from the Grantor, relocate said facilities to a mutually agreeable location at no cost or expense to the Grantee.

NOTIFICATION

Both parties hereto agree that any notification to either of them pertaining to the subject matter of this easement shall be considered to have been given personally if sent by registered mail, with postage prepaid, to the party directed, at the address of such party which appears in this easement or at such other address as either party may hereafter designate by notice in writing to the other

Dated: April 1, 2002

Roseburg Forest Products Co.
GRANTOR'S NAME

By Allyn C. Ford

Name Typed Allyn C. Ford

By _____

Name Typed _____

_____
Witness

State of ~~California~~ Oregon
County of ~~Siskiyou~~ Douglas

On April 1, 2002, before me, Ann Zuver, personally appeared Allyn C. Ford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/s~~he~~/th~~ey~~ executed the same in his/h~~er~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/h~~er~~/th~~eir~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Ann R Zuver

(Seal)

OFFICIAL SEAL
ANN R. ZUVER
NOTARY PUBLIC-OREGON
COMMISSION NO. 329999
MY COMMISSION EXPIRES DEC. 21, 2003

UTILITY EASEMENT
PROPERTY IN NORTHEAST ONE-QUARTER OF SECTION 36

February 22, 2002
470.10

EXHIBIT "A"

All that real property in the Northeast one-quarter of Section 36, Township 42 North, Range 5 West, M.D.M., in the unincorporated territory of Siskiyou County, California, being a portion of the area shown on the map of Carrick Subdivision filed for record in Map Book 1 at page 131, Official Records of Siskiyou County, more particularly described as follows:

PARCEL 1 UTILITY EASEMENT

A strip of land 20.00 feet in width lying 10.00 feet on each side of the following described centerline:

Commencing at the East one-quarter corner of said Section 36; thence, along the East line of said Section 36, N.00°32'59"E., shown as N.00°18'15"E., on said map, 622.61 feet to the TRUE POINT OF BEGINNING; thence, N.89°30'01"W., 8.26 feet; thence, N.44°30'01"W., 9.15 feet, to the approximate Northwesterly Railroad Right-of-way line as shown on said map; thence, N.44°30'01"W., 43.66 feet; thence, N.89°30'01W., 73.65 feet to the approximately Southeasterly right-of-way line of the road as shown on said map; thence, N.89°30'01"W., 18.86 feet; thence, S.68°21'09"W., 11.30 feet to a point from which a 1-inch iron pipe bears S.00°47'44"E., 20.95 feet; thence, continuing S.68°21'09"W., 90.58 feet; thence, N.89°13'50"W., 184.22 feet to a point from which the Southwest corner of Lot 30, Block 1 as shown on said map bears N.53°23'56"E., 22.59 feet; thence, South 36.28 feet to a point hereinafter called Point "A" and the termination of the 20.00-foot wide strip of land, containing 0.19 acres more or less.

Excepting therefrom any portion lying within Lot 1 of Block 1 of said Carrick subdivision.

PARCEL 2 UTILITY EASEMENT

Beginning at Point "A" as previously described in Parcel 1 Utility Easement; thence, S.89°12'16"E., 10.00 feet; thence, South, 59.31 feet; thence, East, 19.99 feet; thence, South, 24.66 feet; thence, S.67°41'51"E., 66.95 feet; thence, S.22°18'09"W., 20.00 feet; thence, N.67°41'51"W., 75.28 feet; thence, West, 34.71 feet; thence, North 40.00 feet; thence, East, 10.01 feet; thence, North, 59.59 feet; thence, S.89°12'16"E., 10.00 feet to the Point of Beginning, containing 0.10 acres more or less.

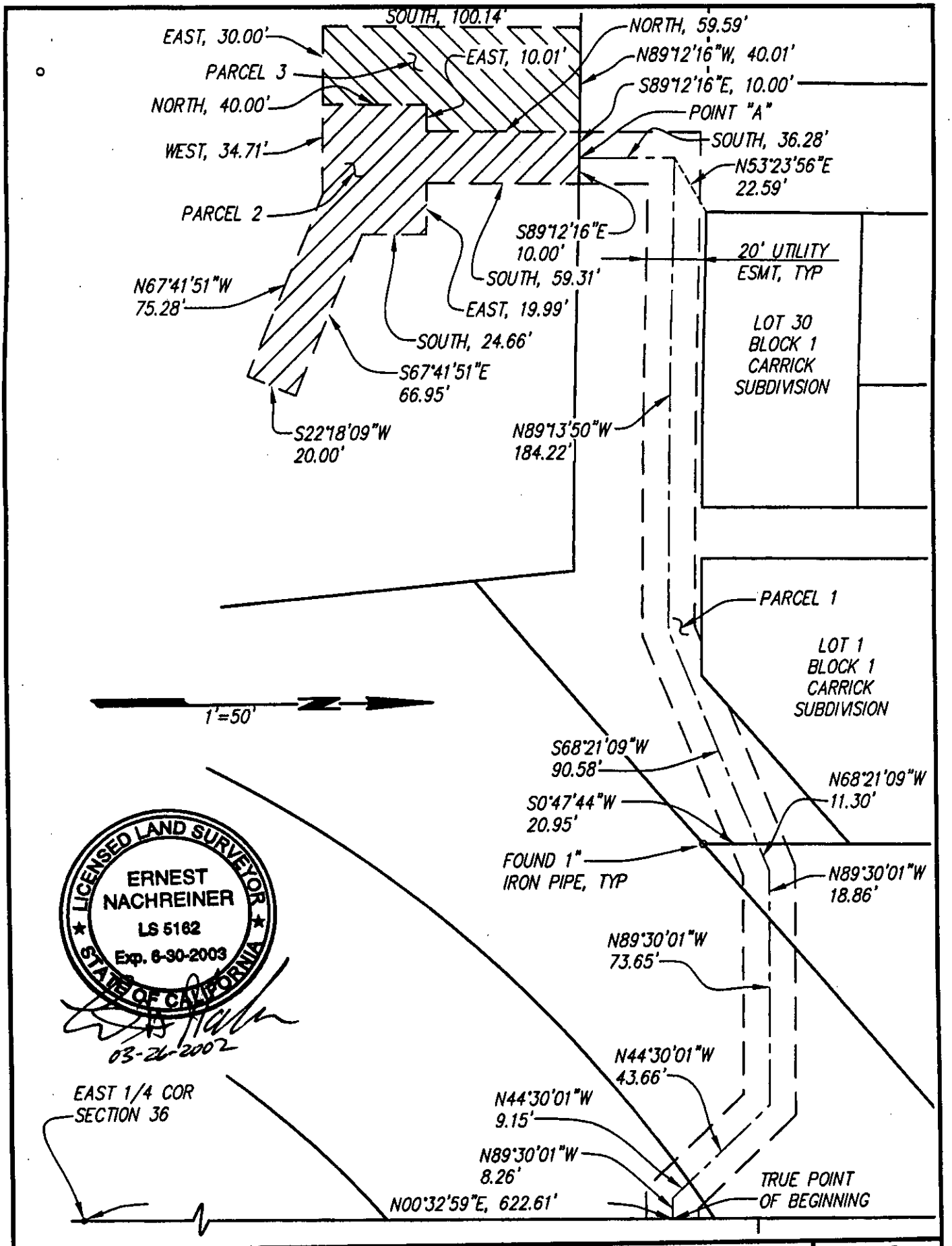
PARCEL 3 TEMPORARY CONSTRUCTION EASEMENT

Beginning at the Northwest corner of the above described Parcel 2 Utility Easement; thence, N.89°12'16"W., 40.01 feet; thence, South, 100.14 feet; thence, East, 30.00 feet; thence, North, 40.00 feet; thence, East, 10.01 feet; thence, North 59.59 feet, to the Point of Beginning, containing 0.08 acres more or less.

M:\Jobs\0470.10\Easement - Section 36.wpd

LICENSED LAND SURVEYOR
ERNEST
NACHREINER
LS 5162
Exp. 6-30-2003
STATE OF CALIFORNIA

03-26-2002



PACE
CIVIL, INC.
REDDING, CALIFORNIA

EXHIBIT 'B'
EASEMENT TO SISKIYOU COUNTY

DATE
2/22/02

JOB #470.10

Siskiyou County Recorder
Leanna Dancer, Recorder

DOC - 07-0002230
Check Number 186512
Wednesday, FEB 14, 2007 14:24:12
Ttl Pd $70.00 Nbr-0000118422
JEK/C2/1-22

RECORDING REQUESTED BY:
Roseburg Forest Products Co.

WHEN RECORDED, MAIL TO:
Department Of Toxic Substances Control
Northern California-Central Cleanup
Operations Branch
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James L. Tjosvold, P.E., Chief

(Space Above This Line Reserved For Recorder's Use)

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

J.H. Baxter Superfund Site, Weed, Siskiyou County, California

This Covenant and Agreement ("Covenant") is made by and between the Roseburg Forest Products Co. and its successors (the "Covenantor"), the current owners of property situated in Weed, County of Siskiyou, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code (H&SC) section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend pursuant to Civil Code Section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency (the "U.S. EPA") as a third party beneficiary.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 65.19 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is part of the J.H. Baxter Superfund Site, listed on the National Priorities List in 1984 (the Site).

The Property is located at the northeastern margin of the City of Weed in Siskiyou County, California. The Property is generally bounded by residential areas of Weed on the west and northwest, by Angel Valley subdivision to the north, and the J.H. Baxter wood treating facility to the south. Land use in the Site area consists of industrial, residential, and pasture/mixed woodland.

1.02. Historically, the Property has been used for lumber product manufacturing activities since 1937.

1.03. Hazardous substances, as defined in section 25316, Chapter 6.8, Division 20 of the California H&SC, section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601(14); and 40 Code of Federal Regulations parts 261.3 and 302.4, remain on portions of the Property, including arsenic, copper, zinc, chromium, tetrachlorophenol, pentachlorophenol, dioxins and furans, and non-carcinogenic and carcinogenic polynuclear aromatic hydrocarbons in soil and arsenic, copper, zinc, chromium, tetrachlorophenol, benzene pentachlorophenol, dioxins and furans, carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons in groundwater. These substances are also hazardous materials as defined in H&SC section 25260.

1.04. The Record of Decision (ROD) for the J.H. Baxter Superfund Site was issued by the U.S. EPA on September 25, 1990 and ROD Amendment #1 was issued on March 27, 1998. Under the Amended ROD, the U.S. EPA Region IX Superfund Division Director selected a final remedial action for the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42

U.S.C. Sec. 9601 et seq. The Department concurred with this remedy.

1.05. The Amended ROD provides for a deed restriction limiting the future use of the Property. This restriction is necessary to preclude potential residential users' exposure to hazardous substances which will remain in Property soils after remedial actions are complete, to limit potential exposure to hazardous substances identified in groundwater beneath the Property, and to preclude disruption of the RCRA equivalent/on-site landfill, slurry wall, groundwater pump-and-treat system, and the asphaltic concrete cap.

1.06. Beazer East, Inc., International Paper Co., J. H. Baxter and Roseburg Forest Products Co. (together, the "Weed Remediation Group") have been remediating the Property pursuant to the Unilateral Administrative Order ("UAO") issued by the U.S. EPA on December 23, 1998 pursuant to Section 106 of CERCLA, 42 U.S.C. Section 9606.

1.07. As described in Section 67 of the UAO, land use restrictions are also necessary to ensure that the Property is not used in a manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures that are implemented pursuant to the UAO, including the slurry wall and groundwater pump and treatment system.

1.08. On August 6, 2001, a Consent Decree between the Weed Remediation Group and the U.S. EPA regarding the Property was entered by the United States District Court for the Northern District of California (Civil Action No. C01-2-24 SC) (the "Consent Decree"). The Consent Decree provides that J.H. Baxter and Roseburg Forest Products Co. must execute and record in Siskiyou County, California, environmental restrictions applicable to their respective Properties. The environmental restrictions will (1) grant a right of access to the State, (2) specify land use restrictions applicable to their respective Properties on the Site, and (3) bind subsequent owners of their respective Properties.

1.09. Remedial Measures implemented at the Property include remediation of soil areas to industrial cleanup standards, groundwater treatment to attain cleanup

standards as stated in the Amended ROD, and installation of a slurry wall for areas of groundwater and subsurface soil that cannot attain the cleanup standards (a Technical Impracticability Waiver (TI zone) has been issued for the area within the slurry wall). A groundwater pump-and-treat system (all wells, pumps, piping, electrical, and treatment systems required to monitor, control, and treat groundwater) has been installed onsite to control and remediate groundwater beneath the Property. These Remedial Measures are depicted on Exhibit "B" attached hereto and incorporated herein by reference.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, which at any time hold title to or an ownership interest in all or any portion of the Property.

2.04. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response actions under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA, or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA section 104(d)(1), 42 U.S.C. 9604(d)(1), or designated pursuant to a CERCLA Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. 300.505), may be designated CERCLA Lead Agency. U.S. EPA is the CERCLA Lead Agency at the time of the recording of this Covenant.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5 (a)(1)(C) and California Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, (d) is for the benefit of the U.S. EPA as a third party beneficiary, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees and runs with the Property in perpetuity, except as otherwise provided in this instrument. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant agrees to include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF THE PROPERTY, DATED ____, RECORDED IN THE PUBLIC LAND RECORDS ON ___[DATE]___, IN THE BOOK ___, PAGE ___, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and to the U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. Owner shall refrain from using the Property or such other property in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures implemented pursuant to the Amended Record of Decision and the UAO. The Property shall not be used for any of the following purposes:

(a) A residence, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 21 years of age.

(d) A day care center for children or elder care.

4.02. Non-Interference with Remedial Systems. Remedial Systems include the groundwater pump-and-treat and monitoring system, any cap placed on Site soil as part of the remedial measures implemented pursuant to the UAO, and the slurry wall and

associated gravel drainage trench. Covenantor agrees that:

(a) Activities that may disturb the Remedial Systems shall not be permitted on the Property without prior written approval by the CERCLA lead agency.

(b) All uses and development of the Property shall preserve the integrity of the Remedial Systems.

(c) The Remedial Systems shall not be altered without the prior written approval of the CERCLA lead agency.

4.03. Prohibited Activities. The following restrictions shall also apply at the Property:

(a) Extraction of groundwater from within the TI Zone for purposes other than CERCLA lead agency-approved site remediation is prohibited. Extraction of groundwater for purposes other than site remediation shall not be conducted from other portions of the Property unless the CERCLA lead-agency has determined that the extracted groundwater meets, or once treated will meet, remedial goals as set forth in Table 4-2 of the Amended ROD.

(b) Activities that may disturb (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) any ROD-required cap placed upon Property soil shall not be permitted without prior written approval from the CERCLA lead agency. Such prior written approval may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead-agency, if the soils management plan permits such activities. The soils management plan previously approved by US EPA (*i.e., the Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments for the Property*) constitutes such written approval for activities permitted by the Soils Management Plan for as long as Roseburg Forest Products Co. holds fee simple title to the Property.

(c) Activities that may disturb the slurry wall and/or the associated gravel drainage trench shall not be permitted without prior written approval from the CERCLA lead agency.

(d) Soils excavated from within the slurry wall area shall not be removed outside of the slurry wall area.

4.04. Soil Management. Except for CERCLA lead-agency approved site remediation activities, contaminated soils may only be brought to the surface (by grading, excavation, trenching, backfilling, or otherwise) with the prior written approval of the CERCLA lead agency and if such soils are managed in accordance with applicable provisions of state and federal law. The prior written approval of the CERCLA lead-agency may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead-agency, if the soils management plan permits such activities. The soils management plan previously approved by US EPA (i.e. the *Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments* for the Property) constitutes such written approval for activities permitted by the Soils Management Plan for as long as Roseburg Forest Products Co. holds fee simple title to the Property.

4.05. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or EPA's authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or any other federal law.

4.06. For safety purposes, when the Department and or U.S. EPA are on the Property, they shall notify Covenantor by presenting their credentials or identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. Those individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.

4.07. Access for Implementing O&M. The entity or person(s) responsible for implementing the O&M activities relating to the groundwater pump-and-treat system, any ROD required cap(s), and slurry wall with associated drainage trench shall have reasonable right of entry and access to the Property for the purpose of implementing these O&M activities subject to all safety standards requested by the Owner. Such right of entry and access shall continue until such time as the CERCLA lead agency determines that such activities are no longer required. For safety purposes, when these personnel are on the Property and if they are not employees of the Covenantor, they shall notify Covenantor by presenting their identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. These individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. The Department shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with the restrictions specifically applicable to them shall be grounds for the Department to require that the Covenantor, Owner or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law or equity.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 6.01 without prior review and prior concurrence of the variance by U.S. EPA. Any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication or Taking. The Covenantor entered into this agreement as part of a resolution with the Department and U.S. EPA of its alleged liabilities for the Property. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing in this Covenant shall be construed to constitute a taking under state or federal law.

7.02. Department References. All references to the Department include successor agencies/departments of other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Siskiyou within fifteen (15) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

As to Roseburg Forest Products Co.:

Ellen Porter
Manager, Environmental Affairs
Roseburg Forest Products Co.
P.O. Box 1088
Roseburg, Oregon 97470

and

Steven H. Goldberg
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, California 95814

As to the Department:

Department of Toxic Substances Control
Northern California-Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James L. Tjosvold, P.E., Chief

As to the U.S. EPA:

Travis L. Cain, SFD-7-2
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105-3901

and

Sarah E. Mueller, ORC-3
U.S. Environmental Protection Agency
Region IX
75 Hawthorne St.
San Francisco, California 94105

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.07. Third Party Beneficiary. U.S. EPA's rights as a third party beneficiary of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

7.08. Statutory References. All statutory references include successor

provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Roseburg Forest Products Co.

By: _____

Title: Manager, Environmental Affairs

Date: 11/27/06

"Department"

By: _____

Mr. James L. Tjosvold, P.E. Chief

Northern California-Central Cleanup Operations Branch

Date: 1/9/07

EXHIBIT A

Exhibit "A"

A parcel of land located in Section 1, Township 41 North, and Section 36, Township 42 North, Range 5 West, Mount Diablo Base and Meridian, in the **City of Weed** and **Siskiyou County, State of California**, more particularly described as follows:

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown and described on that certain map on file in the Office of the Siskiyou County Recorder in Book 8 of Parcel Maps at pages 189 and 190; thence South 56° 48' 19" East, a distance of 1431.73 feet to the **POINT OF BEGINNING** for this parcel description;

Thence the following twenty-four courses:

Thence North 54° 13' 22" West, a distance of 81.20 feet;

Thence North 39° 35' 25" West, a distance of 78.48 feet;

Thence North 26° 22' 05" West, a distance of 114.13 feet;

Thence North 16° 34' 36" West, a distance of 102.64 feet;

Thence North 6° 48' 43" West, a distance of 326.49 feet;

Thence North 0° 41' 16" West, a distance of 130.34 feet

Thence North 1° 10' 57" East, a distance of 119.43 feet;

Thence North 12° 51' 47" East, a distance of 89.90 feet;

Thence North 32° 57' 25" East, a distance of 65.40 feet;

Thence North 43° 22' 31" East, a distance of 87.97 feet;

Thence North 47° 37' 48" East, a distance of 399.06 feet;

Thence North 36° 28' 59" East, a distance of 83.18 feet;

Thence North 23° 20' 14" East, a distance of 77.08 feet;

Thence North 14° 05' 06" East, a distance of 92.42 feet;

Thence North 9° 57' 17" East, a distance of 101.10 feet;

Thence North 14° 04' 00" East, a distance of 98.58 feet;

Thence North 33° 38' 44" East, a distance of 76.71 feet;

Thence North 42° 23' 48" East, a distance of 102.80 feet;

Thence North 58° 10' 14" East, a distance of 134.89 feet;

Thence North 66° 17' 02" East, a distance of 139.92 feet;

Thence North 77° 23' 14" East, a distance of 148.71 feet;

Thence North 88° 55' 54" East, a distance of 139.31 feet;

Thence South 84° 56' 05" East, a distance of 128.90 feet;

Thence North 88° 12' 41" East, a distance of 123.71 feet to the northerly edge of a graveled road;

Thence along the northerly edge of said graveled road the following six courses:

Thence North 70° 23' 26" East, a distance of 88.23 feet;

Thence North 79° 49' 25" East, a distance of 92.74 feet;

Thence North 79° 23' 20" East, a distance of 167.90 feet;

Thence North 79° 08' 29" East, a distance of 86.00 feet;

Thence North 86° 19' 35" East, a distance of 54.44 feet;

Thence North 83° 57' 07" East, a distance of 47.34 feet;

Thence leaving said northerly edge of graveled road;

Thence South 66° 32' 47" East, a distance of 39.76 feet;

Thence South 2° 11' 11" West, a distance of 41.77 feet;

Thence South 51° 05' 27" West, a distance of 39.80 feet;

Thence South 68° 13' 13" West, a distance of 555.05 feet;

Thence South 24° 13' 49" East, a distance of 1113.39 feet to the northerly edge of a 60 feet wide paved road;

Thence, along said northerly road edge, South 63° 58' 07" West, a distance of 518.85 feet;

Thence, leaving said northerly road edge, South 26° 01' 55" East, a distance of 497.41 feet, more or less, to the northerly line of that certain parcel of land described as Parcel One in Volume 478 of Official Records at pages 861 through 864 on file in the Office of the Siskiyou County Recorder, said Parcel One being vested in J.H. Baxter & Co.;

Thence, along said northerly line of Parcel One the following five courses:

Thence South 75° 36' 37" West, a distance of 151.16 feet, more or less, to an angle point in said northerly line of Parcel One;

Thence South 64° 00' 00" West, a distance of 268.43 feet;

Thence South 89° 45' 21" West, a distance of 356.48 feet;

Thence North 67° 59' 10" West, a distance of 271.38 feet;

Thence South 33° 02' 52" West, a distance of 88.57 feet to the most westerly corner of said Parcel One, said point also being the most northerly corner of that certain parcel of land described as Parcel Two in Volume 478 of Official Records at pages 861 through 864 on file in the Office of the Siskiyou County Recorder;

Thence South 66° 04' 05" West, a distance of 247.65 feet along the northerly line of said Parcel Two to the most westerly corner of said Parcel Two;

Thence, leaving said northerly line of Parcel Two, North 28° 05' 45" West, a distance of 45.00 feet to the northerly line of that certain City street known as "Mill Street";

Thence, along said northerly line of street, South 61° 54' 15" West, a distance of 79.56 feet, more or less, to a point which bears South 68° 11' 55" East from the **Point of Beginning;**

Thence North 68° 11' 55" West, a distance of 78.71 feet, more or less, to the **Point of Beginning** and the **TERMINUS** of this description.

Excepting any portion located within publicly owned streets or right-of-ways.

Bearings for this description are based on that certain map on file in the Office of the Siskiyou County Recorder in Book 3 of Record Surveys at page 101.

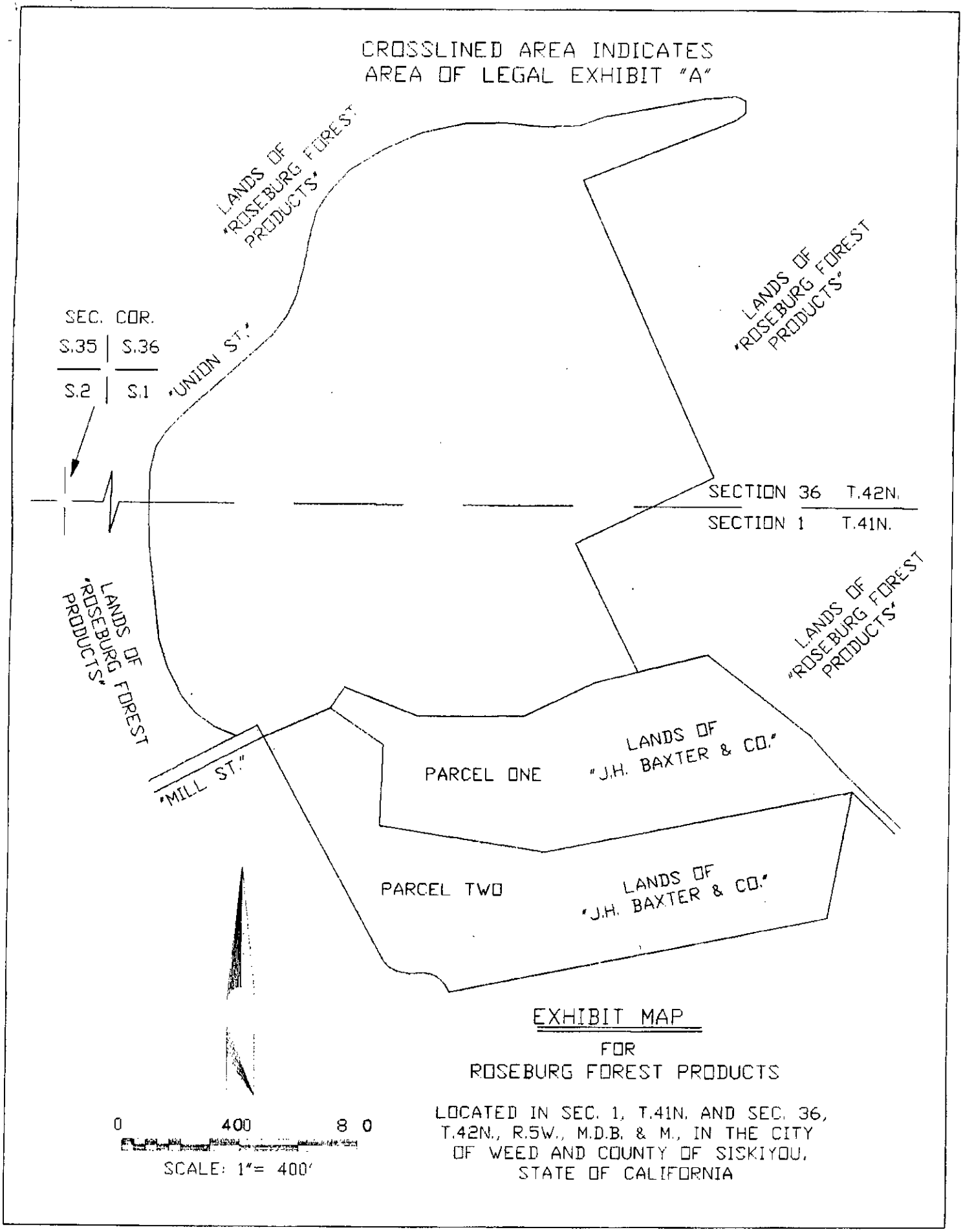


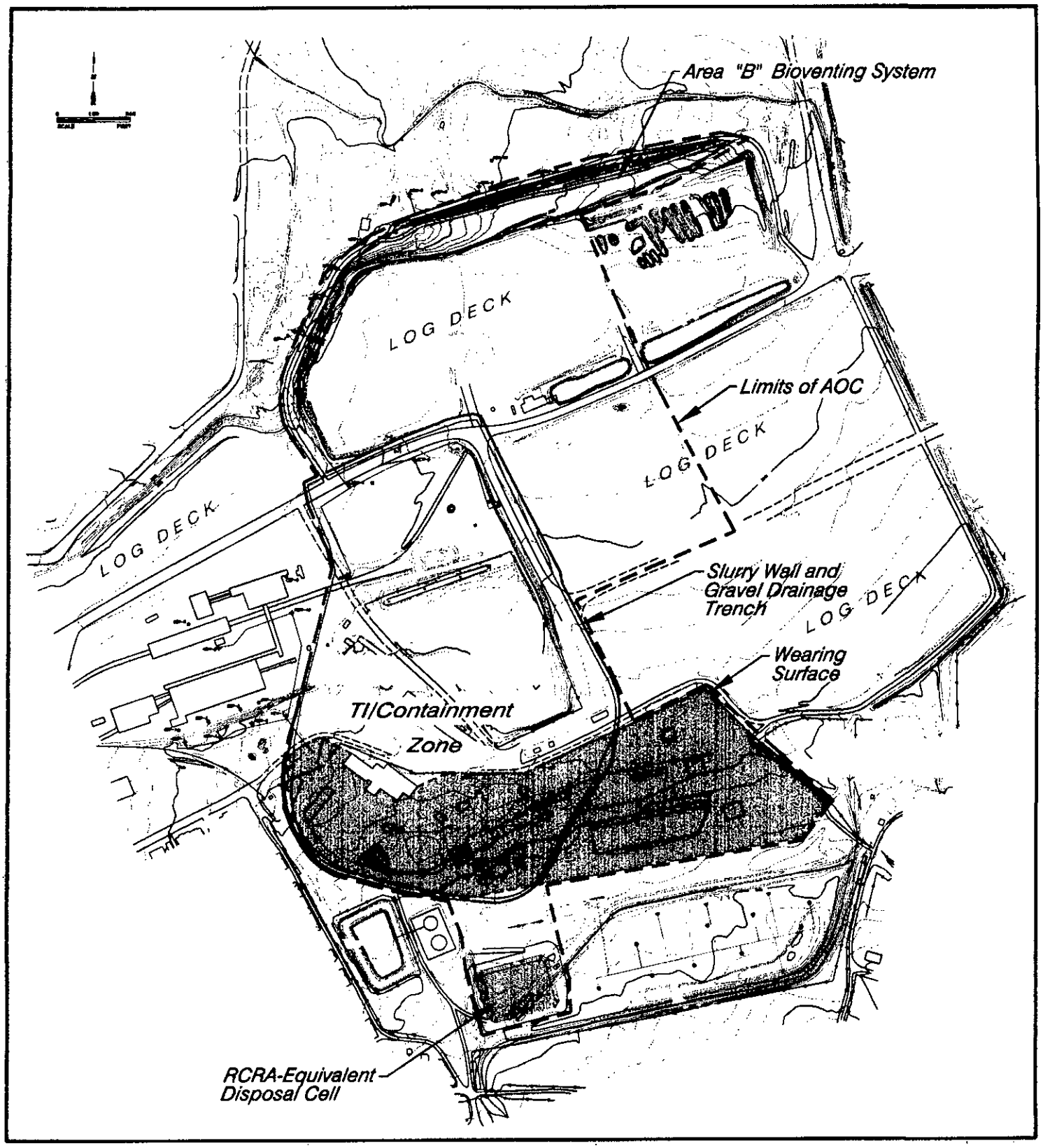
EXHIBIT MAP

FOR

ROSEBURG FOREST PRODUCTS

LOCATED IN SEC. 1, T.41N. AND SEC. 36, T.42N., R.5W., M.D.B. & M., IN THE CITY OF WEED AND COUNTY OF SISKIYOU, STATE OF CALIFORNIA

EXHIBIT B


Area "B" Bioventing System
LOG DECK
Limits of AOC
LOG DECK
LOG DECK
Slurry Wall and
Gravel Drainage
Trench
LOG DECK
Wearing
Surface
TI/Containment
Zone
RCRA-Equivalent
Disposal Cell

STATE OF ~~CALIFORNIA~~ Oregon)
)
COUNTY OF Douglas)

On this 11-27-06 day of November, in the year 2006,

before me Ellen Porter, personally appeared

_____,

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is ~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Margo Hess

OFFICIAL SEAL
MARGO HESS
NOTARY PUBLIC - OREGON
COMMISSION NO. 400932
MY COMMISSION EXPIRES FEBRUARY 10, 2010

Acknowledgment

State of California
County of Sacramento

On January 9, 2007 before me, Kathleen C. Duncan
Notary Public

Personally appeared James L. Tjosvold

_____

_____,

Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

(Seal)

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

Recording Requested By:
Siskiyou County Counsel

Return To:
Siskiyou County Counsel
P.O. Box 659
Yreka, CA 96097

Recorded pusuant to Govt. Code §6103

Mail Tax Statements To:

Siskiyou County Recorder
Leanna Dancer, Recorder

DOC - 07-0004306
Tuesday, APR 03, 2007 10:33:47
Ttl Pd $0.00 Nbr-0000121074
JES/C1/1-9

AGREEMENT AND STIPULATION TO PROVIDE FOR CODE ENFORCEMENT AND REMOVAL

Document Title(s)

Recorded at request of:
Siskiyou Co. Counsel
Return to: Siskiyou Co.
Counsel, P. O. Box 659,
Yreka, CA 96097

Recorded pursuant to
Govt. Code §6103

This instrument is a correct copy of the original on file in this office.
ATTEST:
COLLEEN SETZER
County Clerk
of the State of California
In and for the County of Siskiyou.
By [signature]
Deputy

AGREEMENT AND STIPULATION TO PROVIDE FOR CODE ENFORCEMENT AND REMOVAL

This Agreement is entered into on this 20 day of March, 2007, by and among ROSEBURG FOREST PRODUCTS ("Roseburg") and the COUNTY OF SISKIYOU ("County"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Roseburg has filed an application for approval of the construction of a co-generation power facility at its existing power facilities in Weed, Siskiyou County, California; and,

WHEREAS, as part of this application process, Roseburg obtained Planning Commission approval for the said power generating facility; and,

WHEREAS, pursuant to the application and Planning Commission approval, it did undertake to commence construction and order equipment; and,

WHEREAS, the Planning Commission approval was appealed to the Board of Supervisors; and,

WHEREAS, in order to avoid internal damage to the ordered equipment once it arrives, the equipment must be continually maintained while sitting idle, which maintenance includes the rotation of the turbine every 24 hours; and,

WHEREAS, the equipment to be stored is vulnerable to damage from numerous possible threats, including, but not limited to, corrosion, moisture, pressure from its own weight, vehicle damage and vandalism, and for the best level of protection for the equipment to occur does require the housing of the material at consistent temperature and humidity levels; and,

WHEREAS, in order to avoid damage or waste to the said equipment, but yet providing for the removal of the equipment and associated property improvements if permitting does not go forward, Roseburg has asked the County to consider a code enforcement agreement and stipulated judgment regarding the safe storage of the equipment; and,

WHEREAS, the County is desirous of doing all that is reasonable to provide for safe storage unless and until the facility is duly and appropriately permitted, while not wishing to have any of this storage and maintenance interpreted in such a manner as to allow the equipment to be made operable; and,

WHEREAS, County is expressly desirous of insuring that the equipment is not made operable unless and until the appropriate permitting occurs and that it be promptly removed if permitting does not occur; and,

WHEREAS, the County does not wish to have any such action it does with regard to the safe storage of the equipment susceptible to the interpretation that the County is or should be estopped from having the equipment and associated improvements removed if permitting does not occur; and,

WHEREAS, the parties are desirous of insuring that any such allowing of safe storage is interpreted in a manner consistent with removal if permitting does not occur; and,

WHEREAS, the parties are desirous of insuring that sufficient funds are made available by Roseburg to complete the necessary removal work; and,

WHEREAS, the parties, by this Agreement, will provide that a stipulated judgment may be entered by the County that would provide for prompt removal if appropriate permitting does not occur; and,

WHEREAS, the Agreement and Stipulated Judgment will provide that sufficient funds will be made available and deposited with County so as to enable the expeditious and reasonable removal to occur; and,

WHEREAS, to minimize or avoid any impediments to enable the County to access the funds deposited for removal, Roseburg will deposit funds of at least $250,000.00 upon execution of this Agreement, which funds will be held by the County in an interest bearing account, to be used for the said removal if permitting were not to occur, which funds may only be returned to Roseburg if permitting occurs and the project goes forward, or any amount that may be available after removal occurs if the project does not go forward.

NOW, THEREFORE, IT IS AGREED as follows:

1. The County is not in any way providing consent or approval to Roseburg, implied or otherwise, to go forward with the co-generation project by entering into this Agreement.

2. Roseburg will be entitled to store the equipment at their site in Weed, Siskiyou County, California, according to the storage description in Exhibit A (attached), on the appropriate base to enable good and reasonable safe storage of the equipment pending the permitting application and review process.

3. The parties agree that the equipment shall not be made operable unless and until appropriate permitting occurs.

4. In order to insure the appropriate removal and restoration of the stored equipment and other improvements on the property necessary for safe storage, Roseburg agrees to deposit with the County the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), within five (5) days of approval of this Agreement by County, to be held by County in a trust fund with any interest not needed to complete the removal, if necessary, to be returned, together with any of the deposit, to Roseburg.

5. The parties agree that if Roseburg does not obtain the appropriate permitting, upon reasonable notice from County, Roseburg shall remove the equipment and associated improvements within a reasonable time frame. In the sole discretion of County, if the removal does not proceed to completion as soon as possible, County shall be entitled to reduce this Agreement to a Court order, access the funding posted as security for the work, and have the work done to remove the equipment and associated property improvements. If the funds to remove are not sufficient, upon reasonable notice, Roseburg shall forthwith deposit the additional funds necessary to reasonably remove the equipment and associated property improvements.

6. The parties hereto do stipulate that County can have this Agreement converted to an order of Court of the Superior Court of the State of California, in and for the County of Siskiyou, and proceed in accordance therewith, to do or have done all the work that is reasonable and necessary to remove the equipment and associated property improvements, and which will allow the County of Siskiyou to have the order judicially enforced if necessary.

7. The County shall have the right to inspect the Weed facility at any time, as long as the County provides Roseburg with twenty-four (24) hours notice prior to such inspection in order to allow Roseburg to arrange for the County to have access to the Weed facility.

8. This Agreement shall take effect on the date signed and shall terminate sixty (60) days after the County approval of the project, all permits issued, and all time for judicial review and appeal have passed.

9. Any provision of this Agreement may be modified or amended only by written agreement executed by all the parties.

10. All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be sent to the following:

For Roseburg:

Ellen Porter
Manager, Environmental Affairs
Roseburg Forest Products
P. O. Box 1088
Roseburg, OR 97470
Phone: (541) 679-2130
E-mail: EllenP@rfpco.com

Barbara A. Brenner
Stoel Rives LLP
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 447-0700
Fax: (916) 447-4781
E-mail: babrenner@stoel.com

For County:

Siskiyou County Board of Supervisors
P. O. Box 338
Yreka, CA 96097

Siskiyou County Planning Director
P. O. Box 1085
Yreka, CA 96097
Phone: (530) 842-8200

Office of Siskiyou County Counsel
Frank J. DeMarco, County Counsel
204 Lane Street
P. O. Box 659
Yreka, CA 96097
Phone: (530) 842-8100
Fax: (530) 842-7032
E-mail: fdemarco@co.siskiyou.ca.us

11. This Agreement and items incorporated herein contain all of the agreements of the parties with respect to the matters contained herein.

12. Nothing in this Agreement shall be construed in any manner that requires County to exercise its discretion in any particular manner.

13. Roseburg shall defend, indemnify, and hold County, its agents, officers and employees, harmless from any claim, action or proceeding challenging or otherwise attacking or seeking to set aside this Agreement.

14. County shall promptly notify Roseburg of any action, and Roseburg shall defend the same through counsel selected by Roseburg, which counsel shall be acceptable to County.

15. The parties agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

ROSEBURG FOREST PRODUCTS

By: _____
Ray Jones, Vice President of Resources

COUNTY OF SISKIYOU

By _____
Chair, Board of Supervisors

ATTEST:
COLLEEN SETZER, CLERK
Board of Supervisors

By _____
Deputy

(Signatures follow)

Exhibit A

Actions necessary to store the Turbine:

1) In order to provide the best protection, RFP will store the Turbine in an existing secure power house at the Weed Facility that has optimal and consistent temperature and humidity levels. To maintain consistent temperature, as well as to decrease the risk of damage to the Equipment, RFP needs to:

    a. Install a permanent, overhead crane;

    b. Pour concrete footings on which to securely place the turbine seventeen (17) feet above the power house floor with catwalks to access the turbine deck;

    c. Set and attach turbine and associated components (including but not limited to turbine, generator, gearbox, lube oil pump and reservoir) on the footings.

2) Further, to prevent internal damage to the Equipment, the Equipment must be continually maintained while sitting idle. Equipment maintenance will involve rotation of the turbine ¼ turn every twenty-four (24) hours to keep it from developing flat spots on the bearings.

Actions necessary to store the Condenser:

1) In order to provide the best protection, RFP will store the Condenser in an existing secure power house at the Weed Facility that has optimal and consistent temperature and humidity levels. To accommodate the dimensions of the condenser, RFP needs to extend the exterior power house wall by approximately six (6) feet.

2) Further, to prevent internal damage to the Equipment, the Equipment must be continually maintained while sitting idle. Equipment maintenance will involve nitrogen pressurization of the condenser to prevent corrosion. The nitrogen pressure must be checked four times per day to ensure that proper pressure on the condenser is maintained.

The property more particularly described here includes only those portions of a parcel of land located in Section 1, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, in the **City of Weed** and **Siskiyou County, State of California**, that is directly affected by construction activities of the turbine generator including the turbine, condenser, cooling tower and substation:

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 63° 39' 2" East, a distance of 1268.56 feet to the **POINT OF BEGINNING** for this description of the area for the cooling tower and condenser;

Thence South 19° 25' 16" East, a distance of 60 feet;

Thence North 70° 33' 4" East, a distance of 100 feet;

Thence North 19° 25' 16" West, a distance of 60 feet;

Thence South 70° 33' 4" West, a distance of 100 feet;

to the **Point of Beginning** and the **TERMINUS** of this description.

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 59° 50' 56" East, a distance of 1016.39 feet to the **POINT OF BEGINNING** for this description of the area for the turbine;

Thence South 19° 25' 16" East, a distance of 103 feet;

Thence North 70° 33' 4" East, a distance of 150 feet;

Thence North 19° 25' 16" West, a distance of 103 feet;

Thence South 70° 33' 4" West, a distance of 150 feet;

to the **Point of Beginning** and the **TERMINUS** of this description.

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 17° 15' 30" West, a distance of 1334.13 feet to the **POINT OF BEGINNING** for this description of the area for the substation;

Thence South 24° 41' 42" East, a distance of 50 feet;

Thence South 65° 18' 18" West, a distance of 100 feet;

Thence North 24° 41' 42" West, a distance of 50 feet;

Thence North 65° 18' 18" East, a distance of 100 feet;

to the **Point of Beginning** and the **TERMINUS** of this description.

Roseburg Forest Products

W. Ray Jones, Date 3-29-07
W. Ray Jones, VP Resources

On this 29 day of March 2007,

before me, Ann R. Zuver,
Name of Notary Public
the undersigned Notary Public, personally appeared

W. Ray Jones,
Name of signer

X Personally Known to me
__Proved to me on the basis of satisfactory evidence

To be the person(X) whose name(X) is/~~are~~ subscribed to the within instrument, and acknowledged that he/~~she~~/~~they~~ executed it.

WITNESS my hand and official seal.

Ann R Zuver
Signature of Notary Public

State of Oregon

County of Douglas

OFFICIAL SEAL
ANN R ZUVER
NOTARY PUBLIC-OREGON
COMMISSION NO. 373866
MY COMMISSION EXPIRES DEC. 21, 2007

Siskiyou County Recorder
Leanna Dancer, Recorder

DOC - 09-0003647
Acct 8004-Siskiyou County Auditor
Thursday, APR 16, 2009 15:55:34
Ttl Pd $41.00 Nbr-0000160412
JES/C1/1-10

Recording Requested By:
Siskiyou County Counsel

Return to:
Siskiyou County Counsel
P.O. Box 659
Yreka, California 96097

Recorded pursuant to Govt. Code § 6103

For recorder's use

RELEASE

Any claim asserted by County of Siskiyou, a political subdivision of the State of California, to the funds deposited by Roseburg Forest Products Co., an Oregon corporation, as required by the Agreement and Stipulation To Provide For Code Enforcement and Removal, recorded with the Siskiyou County Recorder as Document No. 07-0004306 in the Official Records of the County of Siskiyou, California, attached hereto as Exhibit A for reference purposes, is hereby waived and released and discharged.

Date: April 7, 2009

COUNTY OF SISKIYOU,
a political subdivision of the State of California

Michael N. Kobseff
Chairperson of the Board of Supervisors

ATTEST:

COLLEEN STEZER, CLERK
Board of Supervisors

By: Wendy Dingh
Deputy

EXHIBIT A

Recording Requested By:
Siskiyou County Counsel

Return To:
Siskiyou County Counsel
P.O. Box 659
Yreka, CA 96097

Recorded pusuant to Govt. Code §6103

Mail Tax Statements To:

COPY Of Document Recorded
On 04/07/2007 As No. 07-0004306
Has Not Been Compared With Original.
SISKIYOU COUNTY RECORDER

AGREEMENT AND STIPULATION TO PROVIDE FOR CODE ENFORCEMENT AND REMOVAL

Document Title(s)

Recorded at request of:
Siskiyou Co. Counsel
Return to: Siskiyou Co.
Counsel, P. O. Box 659,
Yreka, CA 96097

Recorded pursuant to
Govt. Code §6103

This instrument is a correct copy of the original on file in this office.
ATTEST:
COLLEEN SETZER
County Clerk
of the State of California
In and for the County of Siskiyou.
By _____ Deputy

AGREEMENT AND STIPULATION TO PROVIDE FOR CODE ENFORCEMENT AND REMOVAL

This Agreement is entered into on this 20 day of March, 2007, by and among ROSEBURG FOREST PRODUCTS ("Roseburg") and the COUNTY OF SISKIYOU ("County"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Roseburg has filed an application for approval of the construction of a co-generation power facility at its existing power facilities in Weed, Siskiyou County, California; and,

WHEREAS, as part of this application process, Roseburg obtained Planning Commission approval for the said power generating facility; and,

WHEREAS, pursuant to the application and Planning Commission approval, it did undertake to commence construction and order equipment; and,

WHEREAS, the Planning Commission approval was appealed to the Board of Supervisors; and,

WHEREAS, in order to avoid internal damage to the ordered equipment once it arrives, the equipment must be continually maintained while sitting idle, which maintenance includes the rotation of the turbine every 24 hours; and,

WHEREAS, the equipment to be stored is vulnerable to damage from numerous possible threats, including, but not limited to, corrosion, moisture, pressure from its own weight, vehicle damage and vandalism, and for the best level of protection for the equipment to occur does require the housing of the material at consistent temperature and humidity levels; and,

WHEREAS, in order to avoid damage or waste to the said equipment, but yet providing for the removal of the equipment and associated property improvements if permitting does not go forward, Roseburg has asked the County to consider a code enforcement agreement and stipulated judgment regarding the safe storage of the equipment; and,

WHEREAS, the County is desirous of doing all that is reasonable to provide for safe storage unless and until the facility is duly and appropriately permitted, while not wishing to have any of this storage and maintenance interpreted in such a manner as to allow the equipment to be made operable; and,

WHEREAS, County is expressly desirous of insuring that the equipment is not made operable unless and until the appropriate permitting occurs and that it be promptly removed if permitting does not occur; and,

WHEREAS, the County does not wish to have any such action it does with regard to the safe storage of the equipment susceptible to the interpretation that the County is or should be estopped from having the equipment and associated improvements removed if permitting does not occur; and,

WHEREAS, the parties are desirous of insuring that any such allowing of safe storage is interpreted in a manner consistent with removal if permitting does not occur; and,

WHEREAS, the parties are desirous of insuring that sufficient funds are made available by Roseburg to complete the necessary removal work; and,

WHEREAS, the parties, by this Agreement, will provide that a stipulated judgment may be entered by the County that would provide for prompt removal if appropriate permitting does not occur; and,

WHEREAS, the Agreement and Stipulated Judgment will provide that sufficient funds will be made available and deposited with County so as to enable the expeditious and reasonable removal to occur; and,

WHEREAS, to minimize or avoid any impediments to enable the County to access the funds deposited for removal, Roseburg will deposit funds of at least $250,000.00 upon execution of this Agreement, which funds will be held by the County in an interest bearing account, to be used for the said removal if permitting were not to occur, which funds may only be returned to Roseburg if permitting occurs and the project goes forward, or any amount that may be available after removal occurs if the project does not go forward.

NOW, THEREFORE, IT IS AGREED as follows:

1. The County is not in any way providing consent or approval to Roseburg, implied or otherwise, to go forward with the co-generation project by entering into this Agreement.

2. Roseburg will be entitled to store the equipment at their site in Weed, Siskiyou County, California, according to the storage description in Exhibit A (attached), on the appropriate base to enable good and reasonable safe storage of the equipment pending the permitting application and review process.

3. The parties agree that the equipment shall not be made operable unless and until appropriate permitting occurs.

4. In order to insure the appropriate removal and restoration of the stored equipment and other improvements on the property necessary for safe storage, Roseburg agrees to deposit with the County the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), within five (5) days of approval of this Agreement by County, to be held by County in a trust fund with any interest not needed to complete the removal, if necessary, to be returned, together with any of the deposit, to Roseburg.

5. The parties agree that if Roseburg does not obtain the appropriate permitting, upon reasonable notice from County, Roseburg shall remove the equipment and associated improvements within a reasonable time frame. In the sole discretion of County, if the removal does not proceed to completion as soon as possible, County shall be entitled to reduce this Agreement to a Court order, access the funding posted as security for the work, and have the work done to remove the equipment and associated property improvements. If the funds to remove are not sufficient, upon reasonable notice, Roseburg shall forthwith deposit the additional funds necessary to reasonably remove the equipment and associated property improvements.

6. The parties hereto do stipulate that County can have this Agreement converted to an order of Court of the Superior Court of the State of California, in and for the County of Siskiyou, and proceed in accordance therewith, to do or have done all the work that is reasonable and necessary to remove the equipment and associated property improvements, and which will allow the County of Siskiyou to have the order judicially enforced if necessary.

7. The County shall have the right to inspect the Weed facility at any time, as long as the County provides Roseburg with twenty-four (24) hours notice prior to such inspection in order to allow Roseburg to arrange for the County to have access to the Weed facility.

8. This Agreement shall take effect on the date signed and shall terminate sixty (60) days after the County approval of the project, all permits issued, and all time for judicial review and appeal have passed.

9. Any provision of this Agreement may be modified or amended only by written agreement executed by all the parties.

10. All notices, requests, demands, or other communications pursuant to this Agreement shall be in writing and shall be sent to the following:

For Roseburg:

Ellen Porter
Manager, Environmental Affairs
Roseburg Forest Products
P. O. Box 1088
Roseburg, OR 97470
Phone: (541) 679-2130
E-mail: EllenP@rfpco.com

Barbara A. Brenner
Stoel Rives LLP
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 447-0700
Fax: (916) 447-4781
E-mail: babrenner@stoel.com

For County:

Siskiyou County Board of Supervisors
P. O. Box 338
Yreka, CA 96097

Siskiyou County Planning Director
P. O. Box 1085
Yreka, CA 96097
Phone: (530) 842-8200

Office of Siskiyou County Counsel
Frank J. DeMarco, County Counsel
204 Lane Street
P. O. Box 659
Yreka, CA 96097
Phone: (530) 842-8100
Fax: (530) 842-7032
E-mail: fdemarco@co.siskiyou.ca.us

11. This Agreement and items incorporated herein contain all of the agreements of the parties with respect to the matters contained herein.

12. Nothing in this Agreement shall be construed in any manner that requires County to exercise its discretion in any particular manner.

13. Roseburg shall defend, indemnify, and hold County, its agents, officers and employees, harmless from any claim, action or proceeding challenging or otherwise attacking or seeking to set aside this Agreement.

14. County shall promptly notify Roseburg of any action, and Roseburg shall defend the same through counsel selected by Roseburg, which counsel shall be acceptable to County.

15. The parties agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

ROSEBURG FOREST PRODUCTS

By: _____
Ray Jones, Vice President of Resources

COUNTY OF SISKIYOU

By _____
Chair, Board of Supervisors

ATTEST:
COLLEEN SETZER, CLERK
Board of Supervisors

By _____
Deputy

(Signatures follow)

Exhibit A

Actions necessary to store the Turbine:

1) In order to provide the best protection, RFP will store the Turbine in an existing secure power house at the Weed Facility that has optimal and consistent temperature and humidity levels. To maintain consistent temperature, as well as to decrease the risk of damage to the Equipment, RFP needs to:

    a. Install a permanent, overhead crane;

    b. Pour concrete footings on which to securely place the turbine seventeen (17) feet above the power house floor with catwalks to access the turbine deck;

    c. Set and attach turbine and associated components (including but not limited to turbine, generator, gearbox, lube oil pump and reservoir) on the footings.

2) Further, to prevent internal damage to the Equipment, the Equipment must be continually maintained while sitting idle. Equipment maintenance will involve rotation of the turbine ¼ turn every twenty-four (24) hours to keep it from developing flat spots on the bearings.

Actions necessary to store the Condenser:

1) In order to provide the best protection, RFP will store the Condenser in an existing secure power house at the Weed Facility that has optimal and consistent temperature and humidity levels. To accommodate the dimensions of the condenser, RFP needs to extend the exterior power house wall by approximately six (6) feet.

2) Further, to prevent internal damage to the Equipment, the Equipment must be continually maintained while sitting idle. Equipment maintenance will involve nitrogen pressurization of the condenser to prevent corrosion. The nitrogen pressure must be checked four times per day to ensure that proper pressure on the condenser is maintained.

The property more particularly described here includes only those portions of a parcel of land located in Section 1, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, in the City of Weed and Siskiyou County, State of California, that is directly affected by construction activities of the turbine generator including the turbine, condenser, cooling tower and substation:

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 63° 39' 2" East, a distance of 1268.56 feet to the POINT OF BEGINNING for this description of the area for the cooling tower and condenser;

Thence South 19° 25' 16" East, a distance of 60 feet;

Thence North 70° 33' 4" East, a distance of 100 feet;

Thence North 19° 25' 16" West, a distance of 60 feet;

Thence South 70° 33' 4" West, a distance of 100 feet;

to the Point of Beginning and the TERMINUS of this description.

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 59° 50' 56" East, a distance of 1016.39 feet to the POINT OF BEGINNING for this description of the area for the turbine;

Thence South 19° 25' 16" East, a distance of 103 feet;

Thence North 70° 33' 4" East, a distance of 150 feet;

Thence North 19° 25' 16" West, a distance of 103 feet;

Thence South 70° 33' 4" West, a distance of 150 feet;

to the Point of Beginning and the TERMINUS of this description.

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown; thence South 17° 15' 30" West, a distance of 1334.13 feet to the POINT OF BEGINNING for this description of the area for the substation;

Thence South 24° 41' 42" East, a distance of 50 feet;

Thence South 65° 18' 18" West, a distance of 100 feet;

Thence North 24° 41' 42" West, a distance of 50 feet;

Thence North 65° 18' 18" East, a distance of 100 feet;

to the **Point of Beginning** and the **TERMINUS** of this description.

Roseburg Forest Products

W. Ray Jones, Date 3-29-07
W. Ray Jones, VP Resources

On this 29 day of March 2007,

before me, Ann R. Zuver,
Name of Notary Public
the undersigned Notary Public, personally appeared

W. Ray Jones,
Name of signer

X Personally Known to me
__Proved to me on the basis of satisfactory evidence

To be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument, and acknowledged that he/~~she~~/~~they~~ executed it.

WITNESS my hand and official seal.

Ann R Zuver
Signature of Notary Public

State of Oregon

County of Douglas

OFFICIAL SEAL
ANN R ZUVER
NOTARY PUBLIC-OREGON
COMMISSION NO. 373866
MY COMMISSION EXPIRES DEC. 21, 2007

2

Siskiyou County Recorder
Leanna Dancer, Recorder

DOC - 08-0012991
Acct 8002-Siskiyou County Planning
Friday, DEC 05, 2008 11:08:38
Ttl Pd $11.00 Nbr-0000154281
JEK/C1/1-2

Recorded at the request of the Siskiyou County Planning Department

Application No:
UP 07-05

When Recorded Mail to:

Siskiyou County Planning Division
Public Health & Community Development

RIGHT TO FARM

STATEMENT OF ACKNOWLEDGMENT

Pursuant to Siskiyou County Code, Section 10-11.01 et seq., the undersigned acknowledge:

DISCLOSURE

If your real property is adjacent to property used for agricultural operations or included with an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, the operation of machinery of any kind during any 24 hour period (including aircraft), the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Siskiyou County has determined that the use of real property for agricultural operations is a high priority and favored use to the County and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with accepted customs and standards.

Procedures for resolution of disputes are included with the cited code section.

Property Owner(s) Signature(s): - **Note : Notarized Signatures Required**

Signed: Robert L Desrochers Date: 11-18-08
Printed Name Robert L. Desrochers
Vice President - Finance, CFO

Signed: _____ Date: _____
Printed Name ROSEBURG FOREST PRODUCTS

Signed: _____ Date: _____

Affects Assessor's Parcels: 021-080-130; 021-100-150

ATTACH NOTARY CERTIFICATE

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon
County of Douglas } ss.

On this the 18th day of November,

before me, Jennifer Randolph,
Name of Notary Public

the undersigned Notary Public, personally appeared

Bob Desrochers,
Name of Signer(s)

☒ Personally Known to me
☐ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

OFFICIAL SEAL
JENNIFER RANDOLPH
NOTARY PUBLIC-OREGON
COMMISSION NO. 424981
MY COMMISSION EXPIRES JANUARY 14, 2012

WITNESS my hand and official seal.

Jennifer Randolph
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Description of Attached Document

Title or Type of Document: Right To Farm

Document Date: 11-18-08 Number of Pages: 1

Signer(s) Other Named Above: Bob Descochers

(6)

Siskiyou County Recorder
Mike Mallory, Recorder

DOC - 14-0007727
Check Number 5271
Friday, SEP 05, 2014 14:50:22
Ttl Pd $35.00 Nbr-0000251467
FH1/C2/1-8

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Barbara A. Brenner, Esq.
CHURCHWELL WHITE LLP
1201 K Street, Suite 710
Sacramento, CA 95814

Space Above This Line Is For Recorder's Use Only

NOTICE OF PENDENCY OF ACTION [LIS PENDENS]

APN: 021-080-120-000

Barbara A. Brenner - SB# 142222
Robin R. Baral – SB# 271882
Nubia I. Goldstein – SB# 272305
CHURCHWELL WHITE LLP
1201 K Street, Suite 710
Sacramento, CA 95814
(916) 468-0950 Phone
(916) 468-0951 Fax

Attorneys for Plaintiff/Petitioner
ROSEBURG FOREST PRODUCTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SISKIYOU

ROSEBURG FOREST PRODUCTS, an Oregon corporation, Plaintiff/Petitioner, vs. SCOTT VALLEY AND SHASTA VALLEY WATERMASTER DISTRICT, a California public entity, and DOES 1 through 25, inclusive, Defendants/Respondents. J.H. BAXTER & CO., a California Limited Partnership, and DOES 26 through 50, inclusive Defendants/Real Parties in Interest.	Case No.: SC CV PT 14-1030 **NOTICE OF PENDING ACTION** **[CCP §405 et seq.]** **APN: 021-080-120-000**

NOTICE IS HEREBY GIVEN that the above-entitled action was filed in the above-entitled court, on August 25, 2014 by Plaintiff Roseburg Forest Products, against property owner of record, J.H. Baxter & Co. The purpose of the action is to quiet title to appropriative water rights that have been allocated to the specific real property identified in the action.

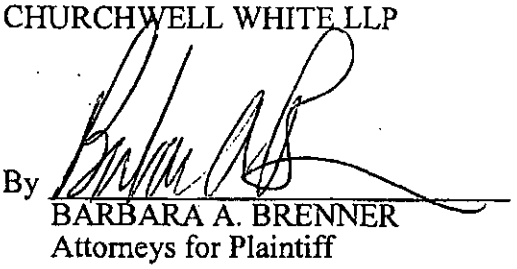
The real property affected by the action consists of approximately 36.8 acres located in Siskiyou County, California, Assessor's Parcel Number 021-080-120-000, as legally described in **Exhibit A** attached to this Notice.

///

The parties of said action are set forth in the title to the action.

Dated: September 4, 2014

CHURCHWELL WHITE LLP



By _____
BARBARA A. BRENNER
Attorneys for Plaintiff

EXHIBIT A

Legal Description

Parcel One

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point which bears South 28°05'45" East, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said Subdivision is shown on the plat recorded in Town Map Book No. 3, page 17, in the office of the Siskiyou County Recorder; thence North 66°04'05" East, 247.65 feet to an iron pipe and the True Point of Beginning:

thence N 33°02'52" E 88.57 feet to an iron pipe;
thence S 67°59'10" E 271.38 feet to an iron pipe;
thence N 89°45'21" E 356.48 feet to an iron pipe;
thence N 64°00'00" E 268.43 feet to an iron pipe;
thence N 75°36'37" E 396.23 feet to an iron pipe;
thence S 51°31'21" E 451.43 feet to an iron pipe;
thence S 40°45'07" E 150.92 feet to an iron pipe;
thence S 45°26'28" E 292.03 feet to an iron pipe;
thence S 44°28'46" W 28.02 feet to an iron pipe;
thence N 45°28'51" W 203.91 feet to an iron pipe;
thence S 78°33'56" W 1064.13 feet to an iron pipe;
thence N 80°48'34" W 568.44 feet to an iron pipe;
thence N 1°52'43" E 281.25 feet to an iron pipe;
thence N 55°13'26" W 220.94 feet to an iron pipe and

the True Point of Beginning, containing 16.799 acres, more or less;

Parcel Two

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point which bears South 28°05'45" East, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said Subdivision is shown on the plat recorded in Town Map Book No, 3, Page 17, in the office of the Siskiyou County Recorder;

thence N 66°04'05" E 247.65 feet to an iron pipe;
thence S 55°13'26" E 220.94 feet to an iron pipe;
thence S 1°52'43" W 281.25 feet to an iron pipe;
thence S 80°48'34" E 568.44 feet to an iron pipe;
thence N 78°33'56" E 1064.13 feet to an iron pipe;
thence South 10°13'48" West, 449.69 feet; thence South 78°33'56" West 1307.95 feet to the Easterly boundary of the said Weed Subdivision, Unit No. 2; thence North 31°03'40" West, 30.57 feet along said Easterly boundary to the beginning of a tangent curve concave to the Southwest and having a radius of 80.00 feet; thence Northwesterly 83.49

feet along said curve through an angle of 59°47'10"; thence South 89°09'10" West, 53.96 feet along said Easterly boundary to the beginning of a tangent curve concave to the Northeast and having a radius of 100.00 feet; thence Northwesterly 109.52 feet along said curve through an angle of 62°45'05"; thence North 28°05'45" West, 874.37 feet along said Easterly boundary to the point of beginning, containing 20.000 acres, more or less.

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On SEPTEMBER 4, 2014 before me, CHRISTINA ROBINSON, a Notary Public, personally appeared Barbara A. Brenner, Esq. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary Public

CHRISTINA ROBINSON
Commission # 2044420
Notary Public - California
Sacramento County
My Comm. Expires Oct 6, 2017

Roseburg Forest Products v. Scott Valley and Shasta Valley Watermaster District et al.
Siskiyou County Superior Court Case No. SC CV PT 14-1030

DECLARATION OF SERVICE

I am a citizen of the United States, over the age of 18 years, and not a party to or interested in this action. I am employed by Churchwell White LLP and my business address is 1201 K Street, Suite 710, Sacramento, CA 95814. On this day I caused to be served the following document(s):

NOTICE OF PENDING ACTION

☒ By Certified United States Mail, return receipt requested. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses set forth below.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☒ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared.

☐ By personal delivery. I personally delivered the documents to the persons at the addresses set for the below. For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of 9:00 am and 5:00 pm. For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of 8:00 am and 6:00 pm.

☐ By Express Mail or another method of overnight delivery to the person and at the address set forth below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ By electronically transmitting a true copy [by agreement of the parties] to the persons at the electronic mail addresses set forth below.

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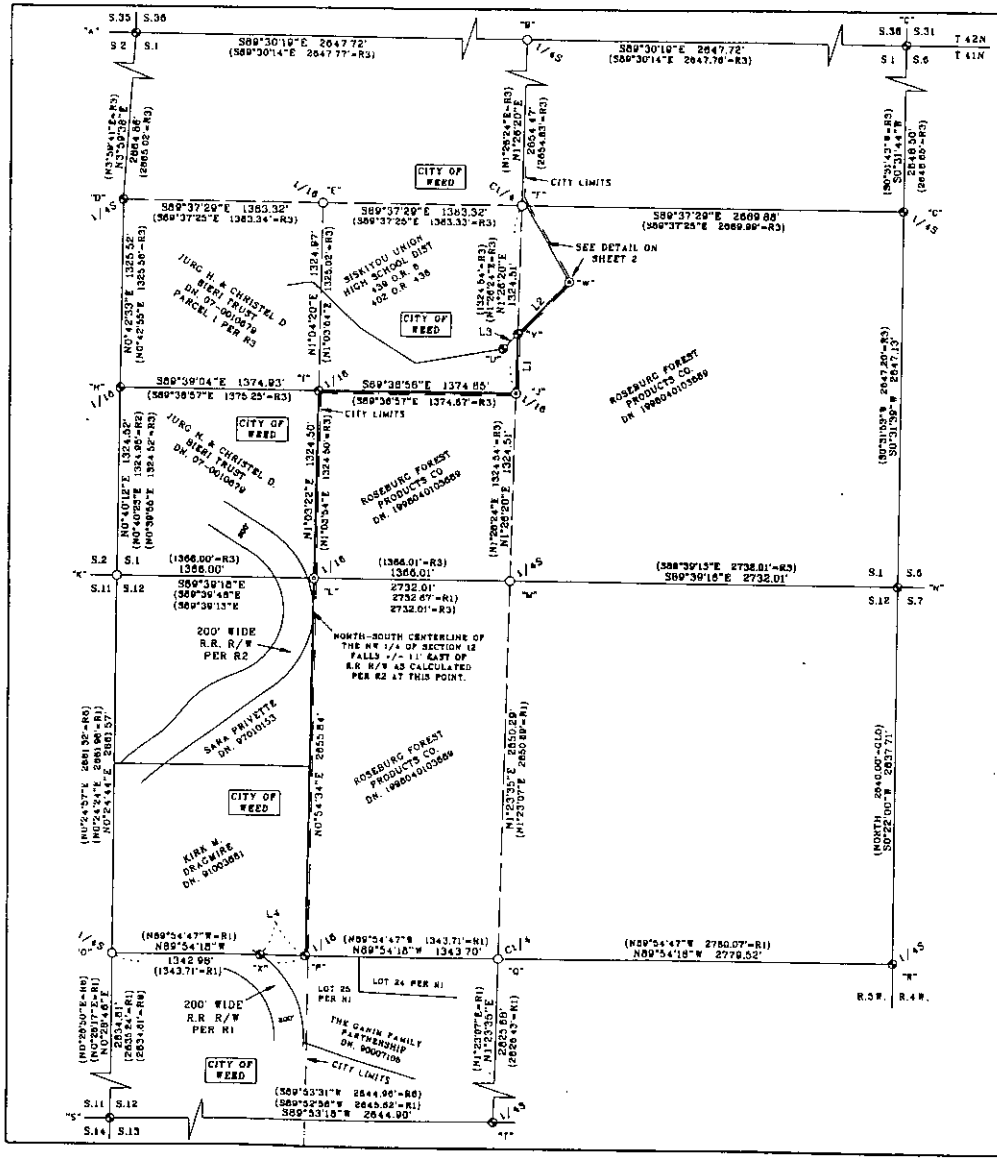
Siskiyou County Counsel Attn: Brian L. Morris 205 Lane Street Yreka, California 961097 P: 530.842.8100 F: 530.842.7032	Attorneys for Defendant SCOTT VALLEY AND SHASTA VALLEY WATERMASTER DISTRICT
CT Corporation 818 West Seventh Street, 2nd Floor Los Angeles, California 90017 P: 213.627.8252	Agent for Service of Process for Defendant J.H. BAXTER & CO.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2014 at Sacramento, California.

CHRISTINA M. PRITCHARD



LINE	BEARING	DISTANCE
L1	N1°26'20"E	417.34'
(R3 =	N1°26'24"E	417.53')
L2	N43°53'16"E	511.74'
(DEED =	N43°39'00"E	489.74')
L3	S43°53'16"W	145.07'
(R3 =	S43°53'16"W	145.28')
L4	N89°54'18"W	310.08'
(R1 =	N89°54'47"W	310.54')

GENERAL NOTES

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT (AS INDICATED) PROPERTY BOUNDARIES SHOWN AT BOLD LINES. IT IS NOT THE PURPOSE OF THIS SURVEY TO LOCATE EXISTING EASEMENTS, OR EASEMENTS OF RECORD, OR ENCROACHMENTS, OR LINES, OR CORNERS, OR CONFLICTS, OR FENCES, OR ANY OTHER SURVEY DATA EXCEPT THAT SHOWN HEREON.
2. BEARINGS FOR THIS SURVEY ARE GRID, CCS83, ZONE 1, BASED ON STATIC GPS OBSERVATIONS.
3. SHOWN FIELD AND CALCULATED DISTANCES FOR THIS SURVEY ARE GRID. DIVIDE THE SHOWN DISTANCES BY 0.99976 TO OBTAIN AVERAGE GROUND DISTANCES.

LEGEND

- ⊗ SET CORNER PER THIS SURVEY AS NOTED IN CORNER NOTES ON SHEET 2 OF THIS MAP.
- ⊗ FOUND CORNER AS NOTED IN CORNER NOTES ON SHEET 2 OF THIS MAP, OR AS NOTED
- ○ CALCULATED CORNER POSITION AS DESCRIBED IN CORNER NOTES ON SHEET 2 OF THIS MAP. NOTHING FOUND OR SET, OR AS NOTED.
- ( ) INDICATES RECORD DATA AS NOTED.

REFERENCES

R1 = TMB 7, PAGES 163-176
R2 = PMB 8, PAGES 23-24
R3 = PMB 8, PAGES 162-164
R4 = PMB 13, PAGES 81-84
R5 = RSB 5, PAGE 98
R6 = RSB 5, PAGES 117-120
R7 = RSB 20, PAGE 140
R8 = RSB 8, PAGES 78-86
R9 = SSB 3, PAGE 65
R10 = PMB 5, PAGE 183
R11 = H.M. 15125
R12 = H.M. 2210
R13 = RSB 12, PAGE 64
R14 = RSB 4, PAGE 27
R15 = TMB 3, PAGES 5-9
R16 = TMB 3, PAGES 40-41
R17 = RSB 3, PAGE 44
R18 = RSB 3, PAGE 101
R19 = TMB 3, PAGES 13-18
R20 = PMB 14 PAGES 37 AND 38
R21 = RSB 21, PAGE 192
R22 = GLO PLAT
R23 = COUNTY CORNER RECORD NUMBER 1504
R24 = COUNTY CORNER RECORD NUMBER 1506

ABBREVIATIONS USED

GLO = GENERAL LAND OFFICE
H.M. = HANGING MAP
DN. = DOCUMENT NUMBER
R.R. = RAILROAD
RSB = RECORD SURVEY BOOK
PMB = PARCEL MAP BOOK
TMB = TOWN MAP BOOK
O.R. = OFFICIAL RECORDS
R/W = RIGHT OF WAY
RM = REFERENCE MONUMENT

0 500 1000
SCALE 1"= 500'

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF ROSEBURG FOREST PRODUCTS CO. IN OCTOBER 2014.

(SIGNED AND SEALED) GREGG NEITSCH, L.S. 7991

LICENSED LAND SURVEYOR GREGG NEITSCH No. L.S. 7991 STATE OF CALIFORNIA

DATE: NOVEMBER 20, 2014

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYOR'S ACT THIS 21ST DAY OF NOVEMBER, 2014.

(SIGNED) COUNTY SURVEYOR L.S. NO. 8751

LICENSED LAND SURVEYOR PHILIP V. BRAY No. 8751 STATE OF CALIFORNIA

DOC. NO. 14-0010147

RECORDER'S STATEMENT

FILED THIS 21ST DAY OF NOV, 2014, AT 10:21 A.M. IN BOOK 22 OF RECORD SURVEYS AT PAGE 88 AT THE REQUEST OF GREGG NEITSCH

(SIGNED) Mike Mathews by E. Hall, Deputy
COUNTY RECORDER

FEE $99 PAID

RECORD OF SURVEY

FOR

ROSEBURG FOREST PRODUCTS CO.

LOCATED IN SECTIONS 1 AND 12, T.41N., R.5W., M.D.B. & M., IN THE UNINCORPORATED TERRITORY OF SISKIYOU COUNTY, CALIFORNIA

NORTH STATE LAND SURVEYING
MONTAGUE, CA

OCTOBER 2014 SCALE: 1"= 500' SHEET 1 OF 2
CDS.ASC ROSECOSLGAD JOB NO. 14-356

RSB 22 PG 88

CORNER & MONUMENT NOTES.

"A" CORNER OF SECTIONS 1, 2, 35, & 36
FOUND A 2 1/2" DIAMETER BRASS CAP ON TOP OF A 2" DIAMETER GALVANIZED IRON PIPE, SET FLUSH IN STREET PAVEMENT NEAR THE INTERSECTION OF "MORRIS STREET" AND "BROADWAY AVENUE", STAMPED "T42N R5W S35 S36 S2 S1 T41N", PER R3

"B" ONE QUARTER CORNER OF SECTIONS 1 & 36
CALCULATED CORNER POSITION BY SINGLE-PROPORTIONATE MEASUREMENT, NOTHING FOUND OR SET PER THIS SURVEY.

"C" CORNER OF SECTIONS 1, 6, 31, & 36
FOUND A 2" DIAMETER ALUMINUM POST IN A 3' DIAMETER MOUND OF STONE, PROJECTING 9" ABOVE GROUND, WITH A 3 1/4" DIAMETER ALUMINUM CAP STAMPED "R5W R4W T42N S36 S31 S1 S6 T41N LS 5240 1987", FROM WHICH:

1. 33" DIAMETER CEDAR, WITH HEALED BLAZE, BEARS N70°28'E, 82.1'
2. 22" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS S8°16'W, 31.1'
3. 18" DIAMETER JUNIPER, WITH HEALED BLAZE, BEARS S55°25'E, 33.0'
4. 2" DIAMETER ALUMINUM POST WITH A 3 1/4" DIAMETER ALUMINUM CAP STAMPED "RM 19.4' SOUTH" BEARS N0°15'E, 19.5'

"D" ONE QUARTER CORNER OF SECTIONS 1 & 2
FOUND A 1" DIAMETER IRON PIPE, NOT TAGGED OR STAMPED, PROJECTING 2" ABOVE GROUND LEVEL, PER R3, R7, AND R20

"E" CENTER WEST ONE SIXTEENTH CORNER OF SECTION 1
CALCULATED CORNER POSITION BY SINGE-PROPORTIONATE MEASUREMENT, NOTHING FOUND OR SET PER THIS SURVEY.

"F" CENTER ONE QUARTER CORNER OF SECTION 1
CALCULATED CORNER POSITION BY INTERSECTION, NOTHING FOUND OR SET PER THIS SURVEY.

"G" ONE QUARTER CORNER OF SECTIONS 1 & 6
FOUND A 1 1/4" DIAMETER AXLE, NOT TAGGED OR STAMPED, IN A 3' DIAMETER COLLAR OF STONE, PROJECTING 4" ABOVE GROUND LEVEL, PER R3 AND R13, FROM WHICH:

1. 34" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS S46°48'E, 9.8'
2. 35" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS N38°52'W, 22.5'

"H" SOUTH ONE SIXTEENTH CORNER OF SECTIONS 1 & 2
FOUND A 1" DIAMETER IRON PIPE, NOT TAGGED OR STAMPED, IN A 3' DIAMETER COLLAR OF STONE, PROJECTING 10" ABOVE GROUND LEVEL, PER R3 AND R19.

"I" SOUTHWEST ONE SIXTEENTH CORNER OF SECTION 1
FOUND A 1 1/2" DIAMETER GALVANIZED IRON PIPE, IN A 3' DIAMETER COLLAR OF STONE, PROJECTING 12" ABOVE GROUND LEVEL, STAMPED "S4 1/16 S1 1981 RCE 8433", PER R3

"J" CENTER SOUTH ONE SIXTEENTH CORNER OF SECTION 1
I CALCULATE THIS POSITION BY SINGE-PROPORTIONATE MEASUREMENT, AND AT THIS POSITION I SET A SET 5/8" DIAMETER REBAR, 30" IN LENGTH, IN A 2" DIAMETER COLLAR OF STONE, WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "T41N R5W S 1/16 C C S1 LS 7981 2014", FROM WHICH:

1. 11" DIAMETER KNOBCONE PINE, NEW BEARING TREE, BEARS S65°27'E, 26.3', MARKED "KBT"

"K" CORNER OF SECTIONS 1, 2, 11, & 12
NOTHING FOUND OR SET AT THIS POSITION. I CALCULATE THIS POSITION BY DISTANCE DISTANCE INTERSECTION USING THE RECORD DISTANCES SHOWN PER R3 FROM CORNER "H" SOUTH ONE SIXTEENTH CORNER OF SECTIONS 1 & 2 (DISTANCE OF 1324.52' = FIELD = R3) AND CORNER "N" SECTION CORNER OF SECTIONS 1, 6, 7, & 12 (DISTANCE OF 5464.02' = FIELD = R3).

"L" WEST ONE SIXTEENTH CORNER OF SECTIONS 1 & 12
I CALCULATE THIS POSITION BY SINGE-PROPORTIONATE MEASUREMENT, AND AT THIS POSITION I SET A SET 5/8" DIAMETER REBAR, 30" IN LENGTH, IN A 2" DIAMETER COLLAR OF STONE, WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "T41N R5W W 1/16 S1 S12 LS 7981 2014", FROM WHICH:

1. 1 1/4" DIAMETER IRON PIPE, ORIGIN UNKNOWN, PROJECTING 6" ABOVE GROUND LEVEL, BEARS N39°15'W, 5.8'
2. 30" DIAMETER YELLOW PINE, NEW BEARING TREE, BEARS N7°38'E, 11.3', MARKED "KBT"

"M" ONE QUARTER CORNER OF SECTIONS 1 & 12
CALCULATED CORNER POSITION BY SINGLE-PROPORTIONATE MEASUREMENT, NOTHING FOUND OR SET PER THIS SURVEY.

CORNER & MONUMENT NOTES CONTINUED:

"N" CORNER OF SECTIONS 1, 6, 7, & 12
FOUND A 1" DIAMETER IRON PIPE, NOT TAGGED OR STAMPED, IN A 3' DIAMETER COLLAR OF STONE, PROJECTING 14" ABOVE GROUND, PER R3 AND R13, FROM WHICH:

1. 28" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS N38°W, 49.2 LINKS
2. 24" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS N4°E, 58.8 LINKS
NOTE: BEARING TREE DATA SHOWN IS THAT AS MARKED ON EXISTING K-TAGS THAT ARE NAILED TO THE CORRESPONDING BEARING TREES. THIS DATA WAS NOT VERIFIED BY INSTRUMENT MEASUREMENTS PER THIS SURVEY.

"O" ONE QUARTER CORNER OF SECTIONS 11 & 12
NOTHING FOUND OR SET AT THIS POSITION. I CALCULATE THIS POSITION BY DISTANCE DISTANCE INTERSECTION USING THE RECORD DISTANCE SHOWN PER R6 FROM CORNER "S" SECTION CORNER OF SECTIONS 11, 12, 13, & 14 (DISTANCE OF 2634.61' = FIELD = R3) AND THE RECORD DISTANCE SHOWN PER R1 FROM CORNER "L" PROPERTY CORNER (DISTANCE OF 1032.92' = FIELD = R3 ORIG RECORD CALCULATED).

"P" CENTER WEST ONE SIXTEENTH CORNER OF SECTION 12
I CALCULATE THIS POSITION BY BEARING BEARING INTERSECTION AND I DO NOT MONUMENT THIS CALCULATED POSITION, FROM WHICH

1. 1 1/2" DIAMETER IRON PIPE, ORIGIN UNKNOWN, NOT TAGGED OR STAMPED, IN A 3' DIAMETER MOUND OF STONE, PROJECTING 14" ABOVE GROUND LEVEL, BEARS N0°54'34" E, 1.75'
NOTE: I HOLD THIS PIPE AS A POINT ON THE NORTH-SOUTH CENTERLINE OF THE NORTHWEST 1/4 OF SECTION 12.
2. 24" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS S73°55'E, 20.5'

"Q" CENTER ONE QUARTER CORNER OF SECTION 12
CALCULATED CORNER POSITION BY INTERSECTION, NOTHING FOUND OR SET THIS SURVEY.

"R" ONE QUARTER CORNER OF SECTIONS 7 & 12
FOUND A 1" DIAMETER AXLE, NOT TAGGED OR STAMPED, IN A 3' DIAMETER COLLAR OF STONE, PROJECTING 9" ABOVE GROUND LEVEL, PER R1.

"S" CORNER OF SECTIONS 11, 12, 13, & 14
FOUND A 2" DIAMETER GALVANIZED IRON PIPE IN CONCRETE, IN A 1.5' DIAMETER MOUND OF STONE, PROJECTING 10" ABOVE MOUND OF STONE, STAMPED "T41N R5W 11 12 13 14 LS 2988", PER R1, R6, R21, AND R23, FROM WHICH:

1. 1" DIAMETER GALVANIZED IRON PIPE, PROJECTING 3" ABOVE GROUND, WITH BRASS TAG STAMPED "LS 2144", BEARS S63°35'E, 1.40', PER R21
2. 14" DIAMETER BURNED STUMP, BEARS N43°35'W, 24.8' (N48°W, 38 LINKS = R23)
3. 18" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS N38°07'W, 23.9'
4. 24" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS N9°34'E, 70.5'
(N12°E, 70.75' = R23)
5. 24" DIAMETER DOUGLAS FIR, WITH HEALED BLAZE, BEARS N13°21'W, 48.1'
(N12°W, 48.16' = R23)
6. 6" DIAMETER BURNED CEDAR STUMP, BEARS N29°13'E, 54.0'
(N30°E, 80 LINKS = R23)
7. 21" DIAMETER YELLOW PINE, WITH HEALED BLAZE, BEARS S7°05'E, 70.8'
(S68°E, 71.25' = R23)

"T" ONE QUARTER CORNER OF SECTIONS 12 & 13
FOUND A 2" DIAMETER GALVANIZED IRON PIPE IN CONCRETE, IN A 2.5' DIAMETER COLLAR OF STONE, PROJECTING 12" ABOVE GROUND LEVEL, STAMPED "T41N R5W 1/4 12 13 LS 2988", PER R1, R8, AND R24, FROM WHICH

1. 13" DIAMETER YELLOW PINE, NEW BEARING TREE, BEARS S31°16'E, 14.8', MARKED "K" ON BLAZED FACE WITH AXE.
2. 18" DIAMETER YELLOW PINE ROTTED STUMP, BEARS S36°19'E, 65.4'
(S34°E, 65.00' = R24)
3. 22" DIAMETER YELLOW PINE ROTTED STUMP, BEARS S58°37'E, 52.5'
(S60°E, 52.75' = R24)
4. 18" DIAMETER YELLOW PINE ROTTED STUMP, BEARS N71°07'W, 48.7'
(N70°W, 48.00' = R24)

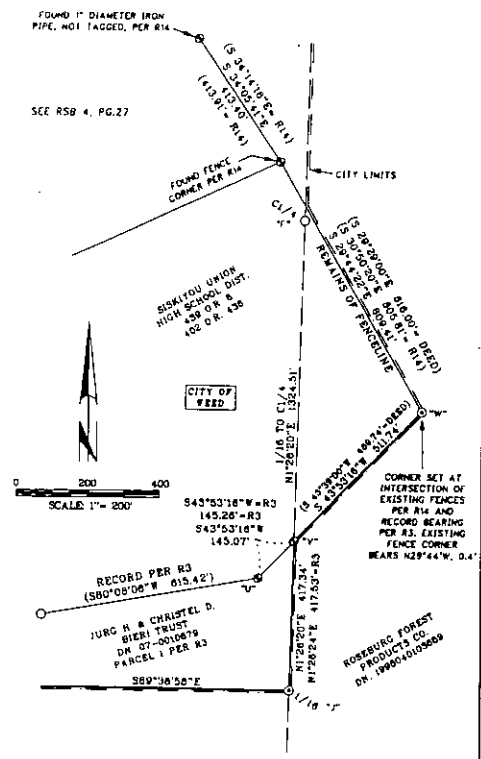
"U" PROPERTY CORNER PER R3
FOUND 5/8" DIAMETER REBAR WITH PLASTIC CAP STAMPED "RCE 8433" PER R3

"V" PROPERTY CORNER PER R3
FOUND 5/8" DIAMETER REBAR WITH PLASTIC CAP STAMPED "RCE 8433" PER R3.

"W" PROPERTY CORNER SET PER THIS SURVEY
SET A SET 5/8" DIAMETER REBAR, 30" IN LENGTH, IN A 2" DIAMETER COLLAR OF STONE, WITH A 2 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 7981 2014".

"X" PROPERTY CORNER PER R1
FOUND 1/2" DIAMETER REBAR IN CONCRETE WITH 1 1/4" DIAMETER WASHER STAMPED "RCE 24121", PER R1.

DETAIL



RECORD OF SURVEY

FOR

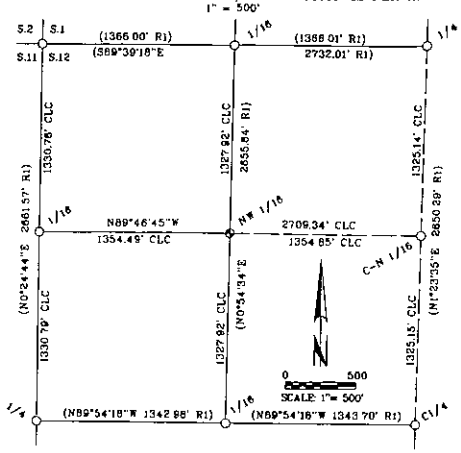
ROSEBURG FOREST PRODUCTS CO.

LOCATED IN SECTIONS 1 AND 12, T.41N., R.5W., M.D.B. & M., IN THE UNINCORPORATED TERRITORY OF SISKIYOU COUNTY, CALIFORNIA

NORTH STATE LAND SURVEYING
MONTAGUE, CA

OCTOBER 2014 SCALE: AS SHOWN SHEET 2 OF 2
COS.ASC ROSECOS2.DXD JOB NO 14-358

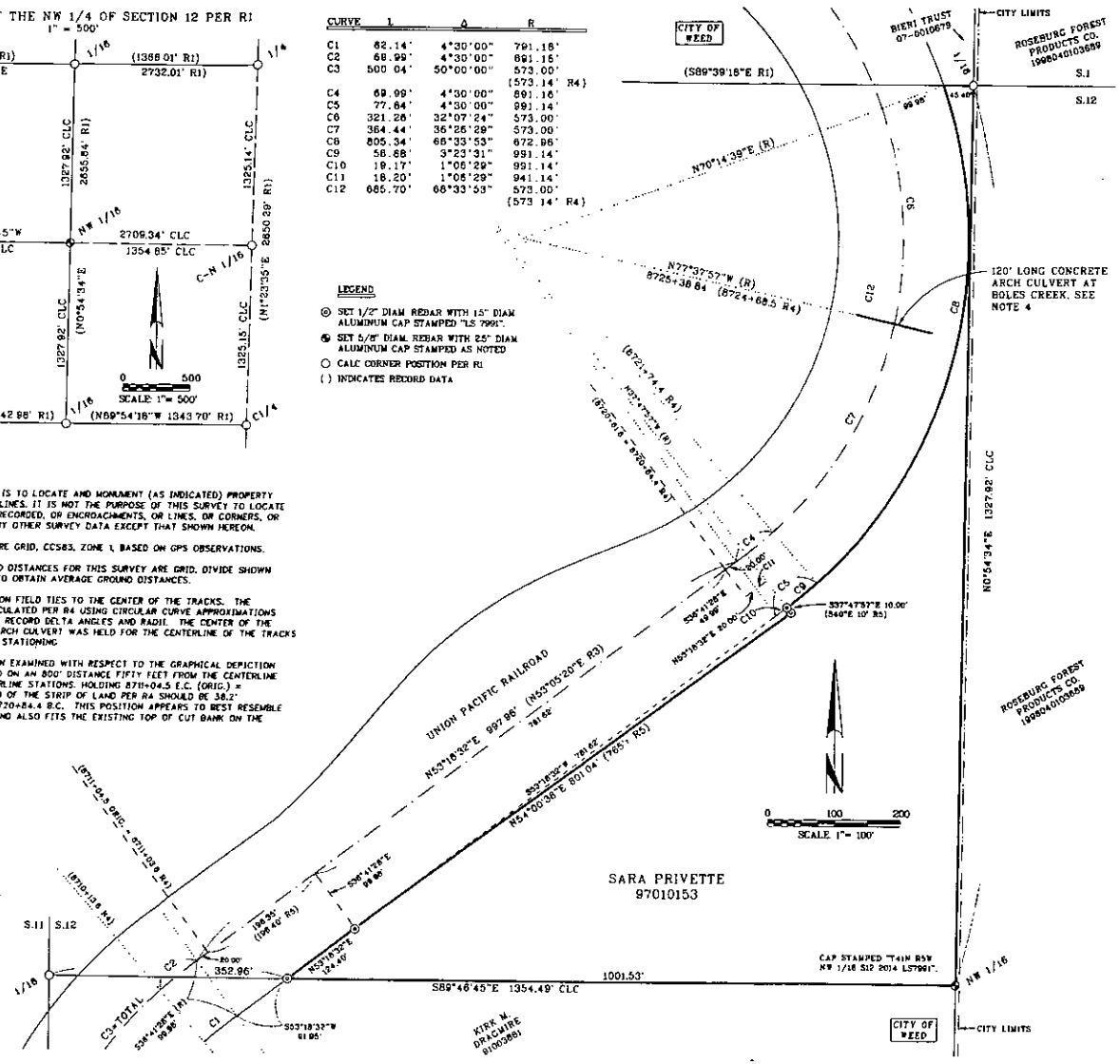
SUBDIVISION OF THE NW 1/4 OF SECTION 12 PER R1
1" = 500'



CURVE	L	Δ	R
C1	62.14'	4°30'00"	791.18'
C2	68.99'	4°30'00"	881.15'
C3	500.04'	50°00'00"	573.00'
			(573.14' R4)
C4	69.99'	4°30'00"	891.16'
C5	77.64'	4°30'00"	991.14'
C6	321.26'	32°07'24"	573.00'
C7	364.44'	36°26'29"	573.00'
C8	805.34'	68°33'53"	672.96'
C9	56.88'	3°23'31"	991.14'
C10	18.17'	1°05'29"	991.14'
C11	18.20'	1°05'29"	941.14'
C12	685.70'	68°33'53"	573.00'
			(573.14' R4)

LEGEND

- ⊙ SET 1/2" DIAM. REBAR WITH 15" DIAM. ALUMINUM CAP STAMPED "LS 7991".
- ⊙ SET 5/8" DIAM. REBAR WITH 25" DIAM. ALUMINUM CAP STAMPED AS NOTED
- ○ CALC CORNER POSITION PER R1
- ( ) INDICATES RECORD DATA



GENERAL NOTES

1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT (AS INDICATED) PROPERTY BOUNDARIES SHOWN BY BOLD LINES. IT IS NOT THE PURPOSE OF THIS SURVEY TO LOCATE EASEMENTS, RECORD OR NON-RECORDED, OR ENCROACHMENTS, OR LINES, OR CORNERS, OR CONFLICTS, OR FENCES, OR ANY OTHER SURVEY DATA EXCEPT THAT SHOWN HEREON.
2. BEARINGS FOR THIS SURVEY ARE GRID, CCS83, ZONE 1, BASED ON GPS OBSERVATIONS.
3. SHOWN FIELD AND CALCULATED DISTANCES FOR THIS SURVEY ARE GRID. DIVIDE SHOWN GRID DISTANCES BY 0.99976 TO OBTAIN AVERAGE GROUND DISTANCES.
4. SHOWN R.R. R/W IS BASED UPON FIELD TIES TO THE CENTER OF THE TRACKS. THE RECORD CENTERLINE WAS CALCULATED PER R4 USING CIRCULAR CURVE APPROXIMATIONS FOR THE TAPERS AND HOLDING RECORD DELTA ANGLES AND RADII. THE CENTER OF THE SHOWN 120' LONG CONCRETE ARCH CULVERT WAS HELD FOR THE CENTERLINE OF THE TRACKS FOR ALIGNMENT, BUT NOT FOR STATIONING
5. THE DESCRIPTION PER R5, WHEN EXAMINED WITH RESPECT TO THE GRAPHICAL DEPICTION PER R4, APPEARS TO BE BASED ON AN 800' DISTANCE FIFTY FEET FROM THE CENTERLINE OF THE R/W BASED ON CENTERLINE STATIONS. HOLDING 8711+04.5 E.C. (ORIG.) = 8711+03.6, THE NORTHERLY END OF THE STRIP OF LAND PER R4 SHOULD BE 38.2' NORTHERLY OF 8720+61.8 = 8720+84.4 B.C. THIS POSITION APPEARS TO BEST RESEMBLE THE R/W AS DRAWN PER R4 AND ALSO FITS THE EXISTING TOP OF CUT BANK ON THE SOUTHEAST SIDE OF THE R/W.

ABBREVIATIONS USED

CALC = CALCULATED
DIAM. = DIAMETER
H.M = HANGING MAP
R.R = RAILROAD
(R) = RADIAL
RSB = RECORD SURVEY BOOK
PMB = PARCEL MAP BOOK
R/W = RIGHT OF WAY

REFERENCES

R1 = RSB 22, PAGES 88-89
R2 = PMB 8, PAGES 23-24
R3 = RSB 3, PAGE 65
R4 = H.M 14965R
R5 = 59 DEEDS 270

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF ROSEBURG FOREST PRODUCTS CO IN NOVEMBER 2014.

(SIGNED AND SEALED) Gregg Meitsch
GREGG MEITSCH, L.S. 7991

LICENSED LAND SURVEYOR GREGG MEITSCH NO. L.S. 7991 STATE OF CALIFORNIA

DATE: JAN. 26, 2015

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYOR'S ACT THIS 30TH DAY OF JANUARY, 2015

(SIGNED) Philip V. Bray
COUNTY SURVEYOR L.S. NO 6751

LICENSED LAND SURVEYOR PHILIP V. BRAY No. 6751 STATE OF CALIFORNIA

DOC. NO. 15-000074

RECORDER'S STATEMENT

FILED THIS 30TH DAY OF JANUARY, 2015, AT 10:32 A.M IN BOOK 22 OF RECORD SURVEYS AT PAGE 105, AT THE REQUEST OF GREGG MEITSCH

(SIGNED) Mike Mallory by: D. Burkhalter
COUNTY RECORDER

FEE $ 70.00 PAID

RECORD OF SURVEY

FOR

ROSEBURG FOREST PRODUCTS CO.

LOCATED IN SECTION 12, T.41N., R.5W., M.D.B & M., IN THE CITY OF WEED, SISKIYOU COUNTY, CALIFORNIA

NORTH STATE LAND SURVEYING
MONTAGUE, CA

DECEMBER 2014 SCALE: AS SHOWN SHEET 1 OF 1
COS ASC ROSEPRW.DXD JOB NO 354

RSB 22 PG 105