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 Cowlitz County

CHICAGO TITLE INS - AMECOV 65.00

**FEBRUARY, 2006
 AMENDED and RESTATED
 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS, EASEMENTS, AND AGREEMENTS
 FOR
 THE MINT FARM INDUSTRIAL PARK**

**ARTICLE I
 DECLARATION**

- 1.1 This Declaration is made on the date hereinafter set forth by the owners of all that certain real property located in Longview, Washington, commonly know as The Mint Farm Industrial Park, Plat No. 1, more particularly described on Exhibit "A", and all of that real property described in Exhibit "B" (all of which real property may be hereinafter referred to herein as "The Park"). This Declaration amends, restates and replaces the original Mint Farm Industrial Park Declaration recorded under Cowlitz County Auditor's file No. 3007472 and the October 2001 Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements, and Agreements for The Mint Farm Industrial Park Plat No. 1 recorded under Cowlitz County Auditor's File No. 3130160.

- 1.2 Declarants hereby declare that EXCEPT for specific "Utility Parcels" identified on the plat of The Mint Farm Industrial Park, Plat No. 1 and except for specific tracts and lots identified in Exhibit "B" as "wetland mitigation areas", as "utility substation areas", and as reserved for "existing and future public rights of way" and "utility easements", all of the real property within The Park shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, charges, and liens (hereinafter collectively referred to as "Covenants"). Such Covenants shall benefit The Park and are for the purpose of enhancing and protecting the value, desirability, and attractiveness of The Park. The Covenants shall inure to the benefit of and shall burden the real property within The Park and shall run with the land, and shall apply to and be binding upon all of the parties having or acquiring any right, title, or

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interest in The Park or any part thereof, and shall be binding upon their heirs, successors, and assigns, in perpetuity.

ARTICLE II DEFINITIONS

For purposes of this declaration, certain words and phrases have particular meanings which are as follows:

- 2.1 "Architectural Committee" - shall mean and refer to the Architectural Control Committee referred to and provided for in this Declaration.
- 2.2 "Articles" - shall mean the Articles of Incorporation of The Mint Farm Industrial Park Property Owners' Association, filed with the office of the Secretary of State of the State of Washington.
- 2.3 "Association" - shall mean The Mint Farm Industrial Park Property Owners' Association, a Washington non-profit corporation, its successors and assigns, and composed of owners of real property within The Park.
- 2.4 "Board" - shall mean the Board of Directors of the Association which shall be elected by the Association from among its members.
- 2.5 "Building lot area" - shall mean the total Lot excluding required setbacks.
- 2.6 "Common Areas" - shall mean and refer to:

Entry signage and directory easement areas at the Industrial Way entrance to
The Park and at the 38th Avenue entrance to The Park.

Any and all additional interests in real property within The Park conveyed to the Association including, without limitation, easements, licenses, leases, and other similar real property interests.

- 2.7 "Declaration" - shall mean this February, 2006, Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements and Agreements for the Mint Farm Industrial Park, and any amendments thereto.
- 2.8 "Declarants" - shall mean the City of Longview, Washington, and Weyerhaeuser Real Estate Development Company, as owners of all that certain real property located in Longview, Washington, commonly know as The Mint Farm Industrial Park, Plat No. 1, more particularly described on



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Schedule "A", and all of that real property described in Exhibit "B" (all of which real property may be hereinafter referred to herein as "The Park"). When the City no longer owns property in The Park, WREDCo shall be the Declarant hereunder. When WREDCO no longer owns property in The Park, the City shall be the Declarant hereunder. When neither the City nor WREDCO owns property in The Park there will be no Declarant and all association matters will be handled through the Board of Directors for the Association.

- 2.9 "Improvement"- shall mean any structure or other building, sign, landscaping or other planting, parking area, driveway, storm water retention system, and any other improvements located on a Lot, tract or common area.
- 2.10 "Lot" - shall mean any legal subdivision of land within The Park together with all appurtenances of said Lots. It is anticipated that the Lots will be of a variety of sizes and shapes and that the lines dividing such Lots may be adjusted to accommodate the needs of Owners thereof. The term "Lot" "does not include "Tracts" or "Utility Parcels" or "wetland mitigation areas", as "utility substation areas", and as reserved for "public rights of way" and "utility easements" as shown in Exhibit "B".
- 2.11 "Owner" - shall mean the record owner of a Lot, whether one or more persons or entities, but excluding entities or individuals having such interest merely as security. A purchaser under a recorded real estate contract shall be deemed an Owner as against its respective seller.
- 2.12 "The Park" - shall mean The Mint Farm Industrial Park, and shall include all the property described in Exhibits "A" and "B".
- 2.13 "Plat" - shall mean Plat No. 1 of The Park recorded in Volume 13 of Plats pages 71 and 72 records of Cowlitz County, Washington.
- 2.14 "Principal Structure" - shall mean the building in which the management of the business conducted on a Lot is intended to be conducted.
- 2.15 "Streetscape Area" - shall mean that portion of a Lot, Tract, or Common Area as shown on the face of the Plat and the property contained in Exhibit B that contains public sidewalks and landscaped areas which lie within the public right-of-way and a strip of land ten feet (10') in width lying adjacent, parallel to and beyond the public right-of-way.
- 2.16 "Tract" shall mean a defined area of land shown on the plat which is not available for private development, is indicated by a letter rather than a number and maintained by the City of Longview.



2.17 "Utility Parcel" shall mean a defined area of land shown on the plat which not available for private development, is indicated as a "Utility Parcel" and which is to be owned and maintained by the City of Longview; provided, however, that the term "Utility Parcel" shall not include the Southeasterly 80 feet of the tract of land adjacent to the Southeasterly line of Lot 17 and described as "Utility Parcel" as shown on the face of the Plat of The Mint Farm Industrial Park, Plat No. 1 together with a parcel to be defined at a future date located on the property described in Exhibit B.

**ARTICLE III
RESTRICTIONS AND USE OF PROPERTY**

3.1 **DEVELOPMENT STANDARDS.** All improvements constructed within The Park shall be constructed consistent with procedures, goals, objectives and standards set forth in this Declaration.

3.2 **PERMITTED USES.**

(a) **Light Industrial Uses.** This category would include such operations as machine shops, metal fabricating plants, and similar uses, and the manufacture of wood products, assembly and manufacture of building materials, supplies and products, distillation and manufacture of fuels and fuel products, plastics and plastic materials, chemical products, sawmills, planer mills, carpentry or cabinet-making operations, electronic plants and other similar manufacturing activities where the assembly or manufacture of items are conducted within the enclosure of a building, and the processing, development and creation of products from raw materials.

(b) **Heavy Industrial Uses.** This category would include such operations as manufacturing, assembling, and fabricating of machinery, equipment, tools, vehicles, and other similar uses, the processing or refinement of chemicals, and the generation and sale of electrical energy.

(c) **Commercial Uses.** This category would include storage, wholesaling, and distributing facilities and the display of products or commodities that are manufactured, assembled or created on the premises. This use does not include retailing, unless it was intended for the incidental benefit of the Light Industrial uses, Heavy Industrial uses and Commercial uses permitted in the Mint Farm Industrial Park, nor does it permit the display or wholesaling of products or commodities not manufactured, assembled, created, or associated with a product line of a business on the premises.

(d) **Service Uses.** This category would include on-site food and beverage preparation and consumption as an accommodation to occupants of and



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visitors to The Park, as well as professional services ancillary to other permitted uses within The Park.

- 3.3 **INTERIOR SIDEWALKS.** On-site pedestrian circulation systems shall be provided to meet the needs of the Owner. Such systems should be an integrated part of the overall architectural and site design concept. Connections shall be made between the on-site and public pedestrian circulation systems.
- 3.4 **STRUCTURES OTHER THAN BUILDINGS.** Antennas, towers, and container-structures designed for storage or treatment of commodities and not designed for human occupancy, may be constructed and maintained within rear yard set back areas.
- 3.5 **LAND COVERAGE.** The minimum floor area of the principal building on a Lot shall cover at least 20 percent of the total buildable Lot area, exclusive of setbacks. The minimum floor area of the principal building may be established at a lesser percent of the total buildable Lot area, subject to a variance approved by the Declarant. Covered parking and storage apart from and not connected to the principal building shall not be considered to fulfill part of this requirement.
- 3.6 **BUILDING STANDARDS.** Pre-engineered metal buildings and metal clad buildings, will be permitted, however, "tilt-up" Concrete buildings are preferred. Roof overhangs may extend a maximum of 24 inches into the interior setbacks.
- 3.7 **STREET FRONTING REQUIRED.** Every principal structure shall front on or be located on property which fronts upon a street which is dedicated to and maintained by a municipal corporation.
- 3.8 **SETBACKS.** For every principal building allowed in The Park there shall be a front yard having a depth of not less than 60 feet and a side yard on each side of the building of not less than 20 feet in width, except that a side yard of a corner Lot shall be not less than 50 feet in width along the side street property line and a rear yard of not less than 20 feet provided, however, that there shall be no side yard setback required between buildings having common ownership at the time of construction of such buildings or thereafter. A strip of land at least 10 feet in width abutting the street right-of-way shall be landscaped with evergreen plants in accordance with the provisions of section 3.15(a) hereof. The set-back areas between the building lines and the property lines are to be used either for landscaped areas or for off-street surfaced parking and loading operations. A gatehouse shall be permitted in the set-back area provided the structure is limited to one story and 100 square feet in floor area. All

setback areas shall be fully planted in a manner compatible and complementary to the architectural style of the building. A maximum slope of 3:1 is allowed in the setback areas. A transition shall be provided at the top and bottom of all slopes. The construction of streets outside the boundaries of the Plat shall not have the effect of converting any lot within the Plat to a corner lot.

- 3.9 **OUTSIDE STORAGE.** Outside storage shall not be permitted within the required setback areas that are between any public right of way and any building fronting thereon but shall be allowed within the buildable Lot area and within the setback areas along interior property lines; Stored materials within the buildable Lot area should be screened from view from the public right of way upon which any building fronts by means of a fence or wall or landscaping no less than five and not more than 15 feet in height. Outside storage shall be permitted only for materials which are associated with the principle use conducted on the premises. Within the required setback areas lying between a public right of way and any building fronting thereon, the height of the stockpile should not exceed the height of the obscuring fence and such storage should be screened on all sides visible from adjacent public streets using materials designed to harmonize with the architectural design. The provisions of this section are subject to variances granted by the Declarant or by the Architectural Committee.
- 3.10 **FENCES AND WALLS.** No fence or wall shall be constructed closer than 10 feet from the right-of-way of a public street, and no fence or wall shall be constructed within a drainage easement. All fences and walls shall be designed and constructed in a manner that is complimentary to the architectural design of the building. Except for walls or fences constructed to screen areas as required herein, no fence or wall shall exceed 10 feet in height, plus appropriate barbed wire or other security devices,
- 3.11 **OFF-STREET PARKING.** Every permitted land use within The Park shall provide off-street parking facilities for automobiles, as required by Chapter 19.78 of the Longview, Washington, Municipal Code. No parking shall be permitted to be closer than 7 feet from an interior property line. Adjacent to dedicated open space, no parking or pavement shall be permitted closer than 15 feet. No parking is permitted on public streets.
- 3.12 **LOADING.** Any establishment where the loading and unloading of trucks is a normal part of its operation shall provide off-street truck loading facilities as follows:
- (a) Loading berths shall be permitted in the building setback areas, except that portion of a corner Lot formed by connecting two points 60 feet from the intersection of the street property lines.

(b) No berth shall be so located as to require direct entry and exit to the street.

- 3.13 SIGNS. Any signs of any kind to be displayed to the public view on any Lot shall be subject to the review of the Architectural Committee; provided however, that DECLARANT shall have the right, without approval of the Association or the Architectural Committee, to advertise The Park and any Lot within it for sale or lease by signs displayed to the public until such time as all Lots within The Park have been sold DECLARANT. Provided, further, that any Lot Owner shall have the right to place signs upon such Owner's Lot in accordance with advertising such premises for said or lease. No signs shall be placed or maintained in or on the common areas, within the public rights-of-way, or within Utility Parcels except for directional, street or traffic control signs and devices of the City of Longview. All signs are subject to applicable Laws and Ordinances of the City of Longview, Washington.

Signs which serve to identify a business or a use shall be permitted, subject to the following requirements:

A. Attached signs:

(a) No attached sign shall exceed 1,000 square feet and no more than two attached signs shall be permitted for each building. No more than one building-mounted business identification sign shall be permitted for each street frontage. Provided, however, that a building containing more than one business occupant may also maintain an attached directory sign not exceeding 40 square feet.

(b) No sign shall protrude beyond the highest point of the building to which it is affixed, and shall not extend more than five feet from the wall of the building.

(c) All signs shall be stationary, and the stop and support structure shall be of permanent construction and attractive in appearance.

(d) Signs which restrict the view of adjoining properties or create confusion relative to interpretation of traffic signals shall not be permitted.

(e) Building-mounted identification signs shall be limited to the display of the building name or the name and/or symbol of the occupant of the site. No message or advertising of any kind, including the advertising of products, services or job openings, shall be permitted.

(f) Business or building identification signs may be mounted on any vertical surface of a building or building-associated wall, provided such

signs appear as an integral part of the overall architectural and site design.

(h) Building-mounted identification signs may be illuminated by internal illumination or "backlighting" providing that the color or intensity of such lighting appears as an integral part of the overall architectural and site design. No sign illumination should cast a bright glare which will be visible from any street or access drive or which is distracting to the operators of motor vehicles and no flashing or animated signs are permitted. Illuminated signs shall be of constant intensity.

B. Detached signs:

(a) No more than one detached business identification sign may be permitted on each street frontage of a developed Lot.

(b) Detached business identification signs shall be located within 20 feet of a fronting street and the access drive and shall not exceed 30 inches in height above the adjacent street grade if located in the first 10 feet adjacent to access drive closest to the street.

(c) Off premises commercial signs are prohibited.

(d) No detached sign shall exceed a surface area (each side) of 50 square feet. The sign area is the area of the surface or surfaces which displays letters or symbols identifying the business, businesses or occupants of the site, or, when the sign is of free standing letters, the single rectangular area which fully encloses all letters or symbols identifying the business, businesses or occupants of the site. The sign area shall not include the base or pedestal to which the sign is mounted.

(f) No plot plan shall be approved until the Department of Community Development of the City of Longview has found the signs to be in conformance with these regulations.

(g) All detached business identification signs shall be of such materials and design to be compatible with the building architecture and design.

(h) Detached business identification signs may be illuminated by "backlighting" or ground lighting. Signs may not be lit by internal illumination except as approved by the Architectural Committee. No flashing or animated signs shall be permitted.

3.14 LANDSCAPING.

(a) **LANDSCAPING PLANTINGS, AND THE EXTENT THEREOF:** The purpose of requiring landscaping and the planting of trees, shrubs, ground cover, grass and other planting materials is to develop and maintain The Park as an attractive area. It is intended that the amount, location, quality and quantity of such landscaping plantings shall be similar to and no greater than the location, quality and quantity thereof that is maintained within the area between curbs and sidewalks in residential areas of the City.

(b) **Setbacks:**

(1) A strip at least 10 feet in width shall be landscaped. The remainder of area between the curb and the private property line shall be planted and maintained in a like manner by the property owner.

(2) The setback along interior property lines shall be at least 20 feet in width and, where deemed necessary by the Architectural Committee, shall be landscaped with approved plant material with visual screening characteristics.

(c) **Parking Areas:**

(1) Parking areas shall be landscaped with deciduous trees and evergreen ground covers to relieve monotony of pavement expanses. Areas abutting public rights-of-way shall be landscaped as provided in Longview, Washington, Municipal Code chapter 19.78.

(2) Parking areas should be screened from public and private view.

(d) **Buildings and Structures:** All buildings and structures, where practical, should have a five foot minimum planting strip around them to soften architectural lines.

(e) **Landscape Maintenance:** All landscaping shall be maintained in a neat appearing, healthy condition during all seasons and shall have provisions for irrigation.

(f) The landscaping standards set forth in this section provide generalized guidelines for obtaining harmony and continuity in the general character of the Mint Farm Industrial Park. Specific details pertaining to methods of installation, plant materials, irrigation standards other pertinent information relative to landscaping, shall be provided by the Lot owner to the Community Development Director of the City of Longview in submission of the Site Development Plans.



- 3.15 **CONSTRUCTION OF IMPROVEMENTS.** Construction of any improvements shall be diligently pursued and completed once such construction has commenced.
- 3.16 **NO TEMPORARY DWELLINGS.** No trailer, shack, or other outbuilding, or any other structure of a temporary character shall be used on any Lot, Tract or Common Area at any time, provided, however, that temporary sales or construction offices or other such structures shall be permitted on any Lot during the sales or construction period upon the approval of the same by the Architectural Committee or the Declarant, which approval shall not be unreasonably withheld.
- 3.17 **VACANT LOTS.** Vacant Lots and any Lots upon which improvements are under construction shall be maintained by their respective Owners in an orderly condition. Debris, weeds, or other waste material shall be removed or controlled on a regular basis by the Owner. Lots that are not improved or built upon shall be maintained in a clean and neat appearance so as to not detract from the overall appearance of The Park.
- 3.18 **TRASH.** No garbage, refuse, or rubbish shall be deposited or kept on any Lot or building except in a suitable enclosed container. All areas for the deposit, storage, removal, or collection of garbage or trash shall be screened from other Lots and from the public roads or Common Areas. All equipment and containers for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition. No refuse container shall be permitted between a street and the building.
- 3.19 **LIGHTING:** All lighting potentially visible from and adjacent street, except bollard lighting less than 42 inches high, shall be indirect or shall incorporate a full cut-off shield type feature.

**ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE**

- 4.1 **ESTABLISHMENT.** An Architectural Control Committee ("Architectural Committee") is hereby established for the purpose of ensuring consistency in the design of any and all Improvements upon the Lots, and preserving the landscaping and native vegetation of the same and ensuring proper maintenance of the property and its appurtenances. The Architectural Committee shall have three or more members, which may consist of City staff personnel and Lot owners or persons employed and designated by Lot owners. Lot owners shall be fairly represented on said committee. The members shall be appointed and may be removed by Board of Directors of the Property Owners' Association. The members of the

Architectural Committee shall designate one of their number to serve as chairman of the Architectural Committee and shall adopt such procedures and guidelines as they deem necessary for the orderly administration of their duties. Decisions rendered by the Board of Directors of the Association prior to the establishment of the Architectural Committee shall be binding upon the Architectural Committee.

- 4.2 **IMPROVEMENTS.** No Improvement shall be erected, placed, altered or Lot line adjusted or parcel segregated on any Lot, until the Lot line adjustment or segregation or building plans, specifications, and plot plan (hereafter called "The Proposal"), showing the nature, kind, shape, height, materials, and locations of such building structure, segregation or other Improvement have been submitted and approved in writing by the Architectural Committee, or the Declarant, which approval shall not be unreasonably withheld if The Proposal complies with the criteria set forth below.
- 4.3 **CRITERIA FOR IMPROVEMENTS.** The Architectural Committee shall consider the following criteria in approving, rejecting, or modifying the plans for the Proposal submitted to it:
- (a) The harmony of the external design, color, and appearance of the Proposal in relation to the other developments within The Park.
 - (b) The conformance and compatibility of the Proposal with this Declaration, particularly in light of the following criteria: site coverage, building setbacks, landscape standards, parking and access requirements, architectural standards, screening requirements, lighting requirements, utilities service requirements and other elements contained in this Declaration.
 - (c) The location of the Proposal on the Lot with regard to slopes, soil conditions, existing trees and vegetation, drainage ditches, roads and surfaces, and existing buildings and other structures.
 - (d) The compliance of the Proposal with the covenants contained in this Declaration.
 - (e) The compliance of the Proposal with the provisions of the relevant ordinances of the City of Longview applicable to The Park.
 - (f) The compliance of the Proposal with the Plat and the conditions thereof.
 - (g) The harmony of the landscaping indicated in the Proposal with shrubs, bushes, hedges and ground cover on other Lots.



- 4.4 **PROCEDURE.** The Architectural Committee shall approve or reject all Proposals submitted to it within thirty (30) days from the date of the submission of the Proposal to the Committee unless the Owner submitting the Proposal consents to an extension of the time for a decision. The Architectural Committee shall have the right to reject any Proposal which it decides is not suitable or desirable based on the above criteria. The Architectural Committee's decision shall be in writing, and if a Proposal is not approved, the decision shall include a reasonably detailed statement of the reasons for the Committee's action, including changes that would be required for approval of the Proposal. The Architectural Committee shall have the right to approve a Proposal subject to compliance with the above established criteria and conditions consistent with such criteria established by the Committee. The Owner acknowledges and is aware, that approval by the Architectural Committee hereunder shall not be deemed approval by the City of Longview or any other applicable governmental agency. In the event the Architectural Committee rejects a Proposal or any portion thereof, an Owner may resubmit such Proposal, modified accordingly, at any time for a review by the Architectural Committee. Failure of the Architectural Committee to respond within such 30-day period shall be deemed to be approval of the Proposal.
- 4.5 **VARIANCES.** The Architectural Committee and/or the Declarants shall have the authority, in their discretion, to grant variances in the requirements of sections 3.4, 3.5, 3.7, 3.8 and 3.9.
- 4.5 **PROPOSALS.** Proposals submitted to the Architectural Committee shall contain sufficient information to enable a decision to be made. The Architectural Committee shall have the authority to request additional information, drawings, specifications, and data, and to delay its response until receipt thereof followed by sufficient time to consider the same. Minimum information required to be submitted with all proposals includes the following:
- (a) A scaled site plan including calculations on Lot size, building footprints, locations of exterior process equipment, pertinent coverage ratio calculations, identification and dimensions of setbacks, fencing, parking space calculations, trash enclosures, identification of surface types (gravel, paving, etc.).
 - (b) Landscaping print.
 - (c) Board with samples of exterior materials, color chips, etc.
 - (d) Elevations with dimensions, including fencing details.
 - (e) All signage details, including locations, lighting and dimensions.

- 4.6 **NO LIABILITY.** The members of the Architectural Committee shall have no personal liability for any action by or decision of the Architectural Committee. By acceptance of a deed to any Lot within The Park, the Owner of that Lot agrees and covenants to not bring or maintain any action against any member of the Architectural Committee which seeks to hold that member or Declarant personally or individually liable for costs or damages relating to or caused by any action of or decision by the Architectural Committee or Declarant in accordance with the provisions of this Declaration.
- 4.7 **FEES.** The Architectural Committee shall have the authority to require payment by the Owner of fees and expenses deemed necessary for the review of Proposals. An estimate of the amount thereof shall provided to the Owner before they are incurred. Approval of any Proposal may be withheld pending payment of such fees. Such fee shall be chargeable to the Owner of the Lot submitting such Proposal to the Architectural Committee for approval.
- 4.8 **TERMINATION OF ARCHITECTURAL COMMITTEE.** There shall be no termination of the Architectural Committee until such time as no Lot is owned by the Declarant and all construction of Improvements has been completed on all Lots. Provided, however, that the Owners may terminate the Architectural Committee prior to that time by an appropriate recorded amendment of this Declaration. Upon the termination of the Architectural Committee, the Association shall assume the obligations imposed upon the Architectural Committee by the terms of this Declaration. The Association and the Owners of Lots within The Park may, after termination of the Architectural Committee, at their election, elect or appoint a separate group to perform the obligations of the Architectural Committee hereunder. Notification of the termination of the Architectural Committee shall be given, in writing, to all owners of record, and Property Owners' Association, and the City of Longview, at least 30 days prior to the effective date thereof and such termination shall not occur until the Association has assumed the duties of such Architectural Committee by the formation of and appointment of persons to its own similar committee.

ARTICLE V PROPERTY OWNERS' ASSOCIATION

- 5.1 **MEMBERSHIP.** Every person or entity who is an Owner of any Lot shall be or become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of



title to said Lot and then only to the transferee of such title thereto. All Owners shall have rights and duties as specified in this Declaration.

5.2 VOTING RIGHTS: Owners, including the Declarant, shall be entitled to one vote for each 10,000 square feet in each Lot, or major fraction thereof, owned by any Owner; provided that so long as the Declarant owns any Lot, Declarant shall have three (3) votes for each 10,000 square feet, or major fraction thereof, then owned by the Declarant. Should the calculation of any Owner's votes result in a figure for total votes applicable to that Owner other than a whole number, the number of votes applicable to that particular Owner shall be such that the number of total votes shall be the nearest whole number. When more than one person or entity owns an interest in any Lot the vote for such Lot shall be exercised as they among themselves determine, but in no event shall any vote be divided among the Owners. The voting rights of any Owner may be suspended following a breach as provided in this Declaration, or in the Articles or By-Laws of the Association.

5.3 MANAGEMENT OF COMMON AREAS AND ENFORCEMENT OF DECLARATIONS. With the exception of the City of Longview's authority to enforce certain provisions of this Declaration as set forth in paragraph 8.4, the Association shall have the sole authority and obligation to manage and administer the Common Areas and to enforce the terms of this Declaration. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules and regulations as initially adopted, or as hereinafter amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.

5.4 AUTHORITY OF THE BOARD. The Board, for the benefit of The Park and the Owners, shall enforce the provisions of this Declaration, shall manage and operate the Common Areas and Improvements thereon and shall acquire and shall pay for, out the Common Expense Fund, all goods and services requisite for the proper functioning of The Park and the Common Areas, and any other facet of The Park and shall have all the rights, powers and authorities more particularly stated in the Articles and By-Laws. The Board shall have the power to adopt and enforce rules and regulations from time-to-time governing the use of The Park, its Common Areas, and Streetscape Areas, by Owners and their guests. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and thirty (30) days after a notice and copy thereof shall have been mailed to all Owners. A copy of the rules and regulations then in force shall be retained by the Secretary of the Association.

5.5 PROPERTY RIGHTS IN COMMON AREAS AND STREETSCAPE AREA.

Every Owner, its employees, tenants, business invitees and licensees shall have a right and easement of enjoyment in and to and an easement for ingress and egress over and upon the Streetscape Area and Common Areas for the common use of all Owners which right shall be appurtenant to and shall pass with the title to every Lot subject to the following restrictions:

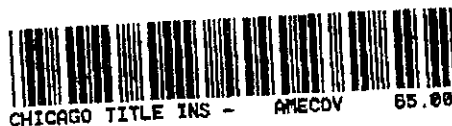
- (a) The rights reserved to the Declarant in this Declaration,
- (b) The other restrictions, limitations and reservations contained or provided for in this Declaration and in the Articles and By-Laws of the Association, and
- (c) Any restrictions of use imposed by the City of Longview in approval of The Mint Farm Industrial Park, Plat No. 1 and on the property as described in Exhibit B.

**ARTICLE VI
MAINTENANCE AND COMMON EXPENSE**

- 6.1 **MAINTENANCE OF COMMON AREAS.** The City of Longview shall maintain all improvements in the Common Areas and appurtenances thereto, including but not limited to, all storm drainage channels, the open space areas and the landscaped street medians within the public rights-of-way of The Park.
- 6.2 **MAINTENANCE OF UTILITY PARCELS.** The City of Longview, as the owner of the Utility Parcels, shall maintain said parcels and any improvements thereon in a manner equal to its maintenance of public parks located in the City of Longview.
- 6.3 **OWNERSHIP AND MAINTENANCE OF SPECIFIC COMMON AREAS.** Tracts A, B, C, D, E, and F, shall remain in the ownership of the City of Longview and shall be maintained by the City of Longview. In addition, the City of Longview shall comply with and pay the cost of maintaining said tracts in accordance with the requirements of the U.S. Army Corps of Engineers as set forth in Permit No. 96-4-00177.

OWNERSHIP AND MAINTENANCE OF THE WETLAND MITIGATION AREA shall be transferred to the City of Longview, and on completion and approval by the U S Army Corps of Engineers, maintenance thereof shall maintained by the City of Longview as required by the permit therefore issued by said U S Army Corps of Engineers.

THE AREAS WITHIN EXHIBIT "B" described as "utility substation areas",



and as reserved for "existing and future public rights of way" and "utility easements" shall be transferred to and thereafter maintained by the appropriate public entities responsible therefore.

6.4 MAINTENANCE OF LOTS, UTILITIES AND STREETScape AREAS.

(a) The maintenance, upkeep, and repair of individual Lots and the Improvements and utilities thereon shall be the sole responsibility of the Owners thereof. Any action necessary or appropriate to the maintenance and upkeep of such individual Lots, the landscaping, irrigation, sewer and water systems, storm drainage systems, other utility systems, all improvements including, but not limited to, building exteriors and roofs, recreation areas, signage, parking areas and sidewalks, gas, telephone, or electrical or television facilities, and property taxes shall be the sole responsibility of the individual Lot Owners.

(b) The Association shall be solely responsible for maintenance of landscape and the cost of maintenance, repair and operation of the irrigation system and sidewalk facility within the Streetscape Area. The Association may contract with a landscape maintenance firm for all the Association's maintenance responsibilities and may, at the Association's sole discretion, similarly contract with such firm for maintenance of all or a portion the Streetscape Area landscaping on each Lot or tract, but, in such event, each Owner shall be responsible for payment of all costs and expenses in connection with maintenance of such Owner's Streetscape Area by the Association which cost shall be added to the annual assessment for Common Expenses and prorated to each Owner on the basis of their front footage of Streetscape Area. The Association may, at its sole discretion, accept responsibility to maintain all or a portion of the landscaping and/or to pay the monthly water service charge for irrigating the Streetscape Area.

6.5 MAINTENANCE RESPONSIBILITIES. Each Owner hereby covenants and agrees to maintain its respective Lot and Improvements located thereon in a neat and orderly manner consistent with that of similar first class industrial parks in the Pacific Northwest and other Lots within The Park. If any Owner should fail to maintain its Lot in such a condition, the Association shall have the right to notify said Owner in writing of the maintenance required. If said maintenance is not performed within thirty (30) days of the date of such notice, the Association shall have the right to enter onto the offending Lot, provide such maintenance and levy an assessment against the Lot Owner and its Lot for the cost of providing such maintenance. Said assessment shall constitute a lien against the Lot owned by the nonperforming Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided for in this Declaration.

- 6.6 MAINTENANCE OF STORM DETENTION SYSTEM.** All Owners shall maintain in proper working order all roof drains, storm drains and drainage swales located on or in the Lot, including but not limited to, the individual storm detention and conveyance system. Should any Owner fail to maintain its detention and conveyance system in a manner consistent with standards of The Park, the City of Longview, or other agencies having requisite jurisdiction, the Association shall have the right to perform such maintenance and make such assessment in a manner set forth in Section 6.5, above.
- 6.7 ASSOCIATION EXPENSES.** Certain expenses shall be paid by the Association for the benefit of all Owners and shall be referred to as "Common Expenses". The Common Expenses shall be paid by the Association from the Common Expense Fund established by assessments paid by Lot Owners and property owners as herein provided. Costs for work performed on or improvements or services provided with respect to any portion of a Lot that is not part of the Common Areas will not be included in Common Expenses unless so approved by the Association and the Lot owners. The Common Expense Fund shall include, but shall not be limited to, funds for the following:
- (a) The expense of maintaining the Common Areas,
 - (b) The real property and other taxes and all governmental benefit assessments upon the Common Areas,
 - (c) The cost of maintaining liability insurance coverage on the Common Areas, in accordance with Article IX,
 - (d) The cost of maintaining landscaped street median areas within the dedicated rights-of-way of streets located within the Park,
 - (e) Utility charges attributable to the Common Areas,
 - (f) The cost of maintaining entrance improvements to the Park including, but not limited to, directories, signs, lights, fences, walls, plantings, landscaping,
 - (g) Any other expense reasonably related to the health, safety and welfare of the Owners, guests, business invitees, employees and licensees of The Park and which shall be determined by the Association and designated as a Common Expense by the Association.

(h) The cost of maintaining any common drainage facilities both temporary and permanent which are provided by the City of Longview or by Consolidated Diking Improvement District No. 1, or their successors.

(i) The cost of maintaining air quality and water quality monitoring programs if established pursuant to City of Longview Approval Conditions or those of S. W. Clean Air Agency.

(j) The cost of business park security measures as deemed reasonably appropriate by the Association.

(k) The administration of the Association and the expenses reasonably incurred in carrying out its powers and duties, including the cost of any contractors employed by the Association to perform any of its duties.

6.8 **IMPROVEMENT OF THE COMMON AREAS.** The City of Longview hereby agrees that heretofore it has or it will construct certain improvements on Tracts A, B, C, D, E and F in accordance with the requirements of the City of Longview. Permanent public access shall be available subject to the requirements of the City of Longview.

ARTICLE VII ASSESSMENTS

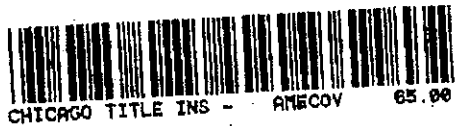
7.1 **ANNUAL ASSESSMENTS.** Each Lot shall be subject to annual assessments or charges and certain special assessments in an amount to be determined by the Association. Annual assessments shall commence on a date to be determined by the Association. Subsequent assessments shall be due and payable on a schedule established by the Association. Notices of the amount of such assessments shall be given to each Owner not less than 60 days in advance of the due date for payment thereof. Provided, however, that until such time as the Association becomes organized and determines the amount of the annual assessments, the City of Longview will pay the cost of such charges. Common Areas and Utility Parcels and specific tracts and lots identified in Exhibit "B" as "wetland mitigation areas", as "utility substation areas", and as reserved for "public rights of way" and "utility easements", shall be exempt from assessment.

7.2 **ASSESSMENTS TO BE PAID IN ADVANCE.** In order that the Association may have funds with which to pay Common Expenses in a timely manner, all annual assessments shall be paid by Property Owners in increments equal to the assessments of 6 months' or more, in advance. Within 30 days after becoming a Property Owner, payment shall be made to the Association of a sum equal to the assessments chargeable to the Property Owner's Lot for the then ensuing period of 6 months. All Lots within The



Mint Farm Industrial Park, Plat No. 1, until sold by the City of Longview, shall be subject to all assessments and shall be paid by the City of Longview to the Association, in advance, on a monthly basis or semi-annual basis (at the option of said city).

- 7.3 BOARD DETERMINATION OF THE AMOUNT OF ASSESSMENTS.** The Board of Directors of the Association shall determine the amount of assessments necessary to pay Common Expenses. The amount of assessments may be increased or decreased periodically as may be necessary from time-to-time to properly provide for payment of the Common Expenses. The share of Common Expenses allocated to each Lot shall be the ratio that the proportionate square footage of the Lot bears to the total square footage of all Lots.
- 7.4 ASSESSMENT CERTIFICATES.** The Association shall, upon written request, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for issuance of such certificates.
- 7.5 SPECIAL ASSESSMENTS.** In addition to the regular assessments authorized above, the Association, by and through its Board of Directors, may levy in any year a special assessment applicable to that year only for purposes of defraying in whole or in part the cost of the following, including but not limited to, any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas including the necessary fixtures and personal property related thereto, or of facilities or improvements of common benefit to the Park where located.
- 7.6 ADDITIONAL LOTS.** In the event that additional Lots are added to The Park by reason of division of large Lots into smaller Lots, all such additional Lots shall be subject to this Declaration and thereafter the share of assessments for all Lots subject to assessments shall be adjusted accordingly.
- 7.7 CREATION OF LIEN, PERSONAL OBLIGATION AND PROTECTION OF MORTGAGEES.**
Each Owner of a Lot within The Park, by acceptance of the deed to or other conveyance of that Lot, shall be deemed to covenant and agree to pay any and all assessments provided for herein, and any assessment or any portion thereof not paid when due, together with any interest, costs and attorney's fees incurred for collection thereof shall be a continuing lien upon the Lot within The Park which may be foreclosed by the Association in the manner provided by law for the foreclosure of a mortgage on real property. Each Lot Owner shall also be personally obligated to pay the amount of any assessment levied against their interest, and costs and



attorney's fees for collection of that assessment. This personal obligation shall not be released by any transfer of the Lot subsequent to the effective date of the assessment.

Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for assessments shall be subject to tax liens on the Lot in favor of any assessing and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien mortgages or deeds of trust which were made in good faith and for value upon the Lot. A mortgagee of a Lot, or other purchaser of a Lot, who obtains possession of a Lot as a result of foreclosure or deed in lieu thereof will be liable for any assessments accruing after such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lot Owners including such possessor, his (its) successors and assigns. For the purpose of this Article, the terms "mortgage" and "mortgagee" shall not mean a real estate contract (or the vendor thereunder), or a mortgage or deed of trust (or mortgagee or beneficiary thereunder) securing a deferred price balance owed with respect to a sale by an individual Lot Owner other than Declarant.

ARTICLE VIII ENFORCEMENT

- 8.1 **PROCEDURE.** If any assessment is not paid according to the procedures established by the Association, the amount of the assessment shall bear interest at the rate of 8 % per annum and the Association may file a notice of lien on the Lot or other property subject to the unpaid assessment for the amount of the assessment plus interest. The Association may bring an action at law to enforce payment of delinquent assessments against the Owner of the Lot or other property subject to the unpaid assessment in order to recover the amount of the assessment and the Association may also take whatever measures are provided for by law to foreclose or collect on the lien filed on the Lot or other property subject to the assessment. If a legal action is initiated to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, actual attorney's fees and other expenses of litigation.
- 8.2 **PAYMENTS IN ARREARS.** If any Owner shall be in arrears on the payment of an assessment due or should be in default in the performance of any of the terms of the Declaration, the rules or regulations of the Association or the By-Laws for a period of thirty (30) days after written notice thereof said member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied; provided, however, that such suspension shall not be effective



in the event of a dispute concerning such assessment until such dispute is resolved by agreement, arbitration or court determination. In addition, the Association shall have any other remedies against such delinquent Owners as may be provided for by the Articles, By-Laws or Declaration.

8.3 OWNERS AND ASSOCIATION RIGHTS AND REMEDIES. Any Owner of any Lot and the Association shall have all rights and remedies available to it in law and in equity to enforce this Declaration, the Articles and By-Laws against any Owner not in compliance therewith. The prevailing party in any action brought to enforce the Covenants contained in this Declaration shall have the right to collect attorney's fee court costs, and other expenses of litigation, in addition to any damages which may be awarded.

8.4 ENFORCEABILITY BY CITY OF LONGVIEW. The City is a third-party beneficiary to this Declaration and shall have the right but not the obligation, as long as it continues to be the owner of land within the Exhibit "A" property, to enforce the provisions of this Declaration listed below:

ARTICLE: SECTION:

- III 3.1
- III 3.2
- III 3.3
- III 3.4
- III 3.5
- III 3.6
- III 3.7
- III 3.8
- III 3.9
- III 3.10
- III 3.11
- III 3.12
- III 3.13
- III 3.14
- III 3.15
- III 3.16
- III 3.17
- III 3.18
- III 3.19

- IV 4.2
- IV 4.8

- VI 6.1
- VI 6.2
- VI 6.3

VI 6.5
VI 6.7

XI 11.8

- 8.5 Each Owner shall indemnify, defend and hold the Association harmless from and against all losses, liabilities, claims (including mechanics or materialmen losses), costs (including attorneys fees), actions or damages incurred by the Association as a result of any breach of this Declaration by such Owner or arising out of any personal injury or property damage caused by or arising out of such Owner's use of the Common Area.

ARTICLE IX UTILITIES

There is reserved to the utility district or utility company providing utility service, when such utility district or utility company serves The Park, the right to connect improvements upon the Lots with the utility service lines, for which service the Owner shall pay the then prevailing price for such connections as charged by such utility district or utility company.

ARTICLE X INSURANCE

The Association shall have the authority to and may obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It may also obtain a broad form public liability policy covering the Common Areas. All such insurance coverage shall be written in the name of the Association as trustee for the Owners. Cost of the insurance shall be a Common Expense.

ARTICLE XI MISCELLANEOUS

- 11.1 **RULES AND REGULATIONS.** The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Common Areas. All Owners shall be given written notice of such rules and regulations.
- 11.2 **WAIVER.** The failure to enforce any Covenant contained in this Declaration shall not be deemed a waiver of the right to enforce such a Covenant.



- 11.3 SEVERABILITY. If any Covenant contained in this Declaration is held invalid, the remainder of the Declaration shall not be affected and shall continue in full force and effect.
- 11.4 CAPTIONS. The captions in the Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.
- 11.5 MUNICIPAL ORDINANCES. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the Property subject to this Declaration.
- 11.6 INTERPRETATION. Except as to the City of Longview, the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. Its reasonable good faith determination, construction, or interpretation of this Declaration, absent manifest error, shall be final and binding on all parties except the City of Longview.
- 11.7 AMENDMENT. This Declaration may be amended only by a written instrument duly recorded with the Cowlitz County Auditor's office. A proposed amendment must be approved by a simple majority of the total votes of owners (including the City of Longview to the extent of its ownership of Lots) and shall not contravene any condition of the plat approval established by the City of Longview. Notification of any termination, extension, modification, or amendment shall be provided to the Longview Department of Community Development, and if the termination, extension, modification, or amendment constitutes a major change such termination, extension, modification, or amendment shall not become effective until approved by the City of Longview after review and recommendations by the Longview Planning Commission. Any amendment to this Declaration imposing more onerous restrictions or any method of imposing or amount of assessments other than as permitted herein as to any Lot or other land ownership shall require the unanimous approval of the Owners.
- 11.8 CERTAIN AMENDMENTS SUBJECT TO APPROVAL BY WEYERHAEUSER CORPORATION OR ITS SUCCESSOR. The provisions of Article III, Section 3.2 may not be amended or modified without the approval of 70% of all of the Owners of Lots and the written approval of Weyerhaeuser Real Estate Development Company.
- 11.9 ADDITIONAL AMENDMENTS SUBJECT TO APPROVAL BY CITY OF LONGVIEW. The covenants listed in Article 8.4 herein shall not be modified,



amended or deleted without approval by the Longview City Council. Further, if by way of amendment to this Declaration, the maintenance of storm drainage facilities, landscaping street medians and street rights-of-way beyond the pavement edge is materially modified, such amendment shall not become effective until approved by the City of Longview Department of Community Development, such approval not to be unreasonably withheld.

11.10 NON-CONFORMING RIGHTS. No future amendment of this DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND AGREEMENTS shall be applicable to any building or structure existing on the date of such amendment.

IN WITNESS WHEREOF, the undersigned Declarants have executed this February 2006 Amended and Restated Declaration this day 2nd March 2006.

City of Longview, Washington

By: Robert J. Ferguson
City Manager

Attest: Aun C. Davis
City Clerk

Approved as to form:
[Signature]
City Attorney

APPROVAL OF AMENDMENT

The foregoing "FEBRUARY, 2006 AMENDED and RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND AGREEMENTS FOR THE MINT FARM INDUSTRIAL PARK," is hereby approved by the following property owners, each having the number of votes as indicated below:

Dated this 2nd day of March, 2006.
City of Longview, Washington
Owner of 29.21 acres, and having 127 votes:

By: Robert J. Ferguson
City Manager

Dated this 2nd day of March, 2006.
Flexible Foam, Inc.
Owner of 84.71 acres, and having 151 votes:

By: [Signature]



Title

Dated this ___ day of March, 2006.
Nitta Gelatin, Inc,
Owner of 8.93 acres, and having 39 votes:

By: _____

Title

Dated this 2 day of March, 2006.
Mint Farm Energy Center, LLC
Owner of 11.42 acres, and having 50 votes:

By: [Signature]
[Signature]

Title

Dated this 2 day of March, 2006.
Toyocom Devices of America, Inc,
Owner of 8.40 acres, and having 37 votes:

By: [Signature]
Office Administrator

Title

Dated this 2 day of March, 2006.

Weyerhaeuser Real Estate Development Company
Owner of 801.46 acres (constituting the land
described in Exhibit "B"), and having 1,318 votes.

By: [Signature]
Asst. Secretary

Title



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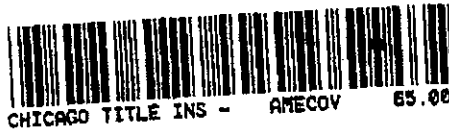
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CHICAGO TITLE INS - AMECOY 65.00 Cowlitz County

EXHIBIT "A"

Plat No. 1 of The Mint Farm Industrial Park, Cowlitz county,
Washington recorded in volume 13 of Plats, pages 71 and 72,
records of Cowlitz, County, Washington.



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EXHIBIT B

IN COWLITZ COUNTY, WASHINGTON

TOWNSHIP 8 NORTH RANGE 2 WEST OF THE WILLAMETTE MERIDIAN:

That portion of Taylor Rue Donation Land Claim No. 69; those portions the SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of Section 30; those portions of the NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; and those portions, if any, of Government Lots 3 and 6 of Section 31 located within the following described tract of land:

Commencing at the intersection of the North line of the Weyerhaeuser Timber Company property, as described in Volume 122, page 358, Cowlitz County Deed Records, with the Southwesterly right-of-way line of the Northern Pacific Railway Company, et al, as described in Volume 167, page 426, said point being marked by a concrete monument inscribed "W.T.4" and is located 1883.45 feet South and 1242.18 feet East of a concrete monument inscribed "LB 395", set to mark the Northwest corner of Section 31, Township 8 North, Range 2 West, W.M., Cowlitz County, Washington;

Thence along the said railroad right-of-way North 49°05' West a distance of 134.31 feet;

Thence North 40°55'00" East a distance of 300.00 feet to the Northeasterly right-of-way of Bonneville Power Administration (BPA) Transmission Line Easement as recorded in Volume 375, page 384 (Fee #273607), Cowlitz County Deed Records, and also the Northeasterly right-of-way line of the Consolidated Diking Improvement District No. 1 (CDID No.1) tract as recorded in Deed Volume 1089, Page 1337 (Fee No. 901220017) also the most Westerly corner of tract in Deed Volume 1062, Page 1223 (Fee No. 890821045) and the True Point of Beginning;

Thence North 49°05'00" West along the Northeasterly line of said CDID No. 1 tract, a distance of 1129.35 feet to the Westerly line of the Weyerhaeuser Company tract (called the East Bank of Ditch No. 5) as described under Parcel B, in Deed Volume 714, Page 745 (Fee No. 597951) Cowlitz County Deed Records;

Thence North 00°06'05" West (called N0°6'20"W in said Parcel B) along said Weyerhaeuser Westerly line, a distance of 2972.60 feet to the Southeasterly right-of-way line of 38th Avenue;

Thence Northeasterly on a curve to the left, having a radial bearing in of North 51°55'46" West, through a delta angle of 23°17'29", with a radius of 1240.00 feet, along said 38th Avenue Southeasterly right-of-way, an arc distance of 504.07 feet;

Thence continuing on said 38th Avenue right-of-way, North 14°46'45" East a distance of 116.12 feet to the Southerly right-of-way line of Memorial Park Drive;



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Thence Easterly along the Southerly right-of-way line of said Memorial Park Drive the following courses, a curve to the left, having a radial bearing in of North $06^{\circ}10'20''$ East, through a delta angle of $4^{\circ}38'33''$, with a radius of 5656.94 feet, an arc distance of 458.37 feet;

Thence South $88^{\circ}28'13''$ East a distance of 720.78 feet;

Thence on a curve to the left through a delta angle of $1^{\circ}35'37''$ with a radius of 11,769.48 feet, an arc distance of 327.35 feet,

Thence North $89^{\circ}56'10''$ East a distance of 873.29 feet;

Thence leaving said Southerly right-of-way line of said Memorial Park Drive, South $89^{\circ}20'55''$ East along the Northerly line of PARCEL A of said Weyerhaeuser Company tract in said Deed Volume 714, Page 745, a distance of 1523.57 feet (called 1523.56 in said PARCEL A);

Thence continuing along said Northerly line, South $77^{\circ}03'14''$ East (called $S77^{\circ}03'56''E$ in said Parcel A) a distance of 659.24 feet to a point 75.00 feet Northwesterly from the centerline of the Columbia and Cowlitz Railroad right-of-way;

Thence Southwesterly and Southerly 75.00 feet from said railroad centerline the following courses;

South $59^{\circ}20'16''$ West a distance of 88.54 feet;

Thence Southwesterly on a curve to the left, having a delta angle of $59^{\circ}29'00''$ (called $59^{\circ}28'00''$ in plat of Olympia Addition to Longview No. 13 - Plat Volume 10, Page 63) with a radius of 1030.37 feet, an arc distance of 1069.71 feet,

Thence South $00^{\circ}08'44''$ East a distance of 3687.29 feet;

Thence leaving said 75 foot offset line, on a curve to the right, through a delta angle of $90^{\circ}03'57''$, having a radius of 441.00 feet, an arc distance of 693.23 feet;

Thence South $89^{\circ}55'13''$ West, a distance of 1544.18 feet to the Southeasterly line of the J.M. Huber tract as recorded in Deed Volume 1174, Page 1286 (Fee No. 940415022);

Thence North $40^{\circ}55'00''$ East along said Huber Southeasterly line, a distance of 469.02 feet to the most Easterly corner of said Huber tract;

Thence North $49^{\circ}05'00''$ West along said Huber Northeasterly line, a distance of 600.00 feet, to the most Northerly corner of said Huber tract; said point also being in the Southeasterly line of the Interlox America tract as recorded in Deed Volume 1092, Page 0889 (Fee No. 910213079);

Thence North $40^{\circ}55'00''$ East along said Interlox Southeasterly line, a distance of 325.00 feet to the most Easterly corner of said Interlox tract;

Thence North $49^{\circ}05'00''$ West along said Interlox Northeasterly line and also the line of a 2nd Interlox tract as recorded in Deed Volume 1062, Page 1223 (Fee No.



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890821045) a distance of 1106.35 feet to the most Northerly corner of said 2nd Interlox tract;

Thence South 40°55'00" West along said Interlox 2nd tract Northwesterly line, a distance of 935.00 feet to the Point of Beginning

LESS AND EXCEPT therefrom the following described tract of land:

Those portions of Sections 30 and 31, Township 8 North, Range 2 West, W.M., described as follows:

Commencing at the intersection of the North line of the Weyerhaeuser Timber Company property, as described in Volume 122, Page 358, Cowlitz County deed records, with the Southwesterly right-of-way line of the Northern Pacific Railway Company, et al, as described in Volume 167, Page 426, said point being marked by a concrete monument inscribed "W.T.4" and is located 1883.45 feet South and 1242.18 feet East of a concrete monument inscribed "LB 395", set to mark the Northwest corner of Section 31, Township 8 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington;

Thence along said railroad right-of-way North 49°05' West a distance of 134.31 feet;

Thence North 40°55'00" East a distance of 300.00 feet to the Northeasterly right-of-way of Bonneville Power Administration (BPA) transmission line easement as recorded in Volume 375, Page 384 (Fee No. 273607), Cowlitz County deed records, and also the Northeasterly right-of-way line of the Consolidated Diking Improvement District (CDID NO. 1) tract as recorded in deed Volume 1089, Page 1337 (Fee No. 901220017) also the most Westerly corner of tract in deed Volume 1062, Page 1223 (Fee No. 890821045) and the True Point of Beginning;

Thence North 49°05'00" West along the Northeasterly line of said CDID NO. 1 tract, a distance of 1129.35 feet to the Westerly line of the Weyerhaeuser Company tract (called the East Bank of Ditch No. 5) as described under parcel B, in deed Volume 714, Page 745 (Fee No. 597951) Cowlitz County deed records;

Thence North 00°06'05" West (called North 0°6'20" west in said parcel B) along said Weyerhaeuser Westerly line, a distance of 2972.60 feet to a point on a curve of the Southeasterly right-of-way line of 38th Avenue, from which the radius point bears; North 51°55'46" West, 1240.00 feet;

Thence Northeasterly along said curve and said right-of-way line through a central angle of 23°17'29" an arc distance of 504.07 feet;

Thence continuing on said 38th Avenue right-of-way line North 14°46'45" East a distance of 116.12 feet to the Southerly right-of-way line of Memorial Park Drive and a point on a curve from which the radius point bears North 06°10'20" East, 5656.94 feet;



Thence Easterly along said curve and said Southerly right-of-way line through a central angle of $4^{\circ}38'33''$, an arc distance of 458.37 feet;

Thence continuing along said Southerly right-of-way line, South $88^{\circ}28'13''$ East a distance of 474.72 feet to a line which is 1185.00 feet distant Easterly from and parallel with said Westerly line of Weyerhaeuser Company parcel B;

Thence southerly parallel with said Weyerhaeuser westerly line, South $00^{\circ}06'05''$ East, 2350.00 feet;

Thence perpendicular to said Weyerhaeuser Westerly line, North $89^{\circ}54'37''$ East, 751.62 feet.

Thence southerly parallel with said Weyerhaeuser Westerly line South $00^{\circ}06'05''$ East, 631.96 feet to the extension of the Northwesterly line of the Interlox tract as recorded in deed Volume 1062, Page 1223, (Fee No. 890821045);

Thence Southwesterly along said extension and said Northwesterly line of said Interlox tract, South $40^{\circ}55'00''$ West, 1652.48 feet to the true point of beginning.

AND LESS AND EXCEPT therefrom the following described tract of land:

Those portions of Section 31, Township 8 North, Range 2 West, W.M., described as follows:

Commencing at the intersection of the North line of the Weyerhaeuser Company property, as described in Volume 122, Page 358, Cowlitz County Deed Records, with the Southwesterly right-of-way line of the Burlington Northern Railroad Company, et al, as described in Volume 167, Page 426, said point being marked by a concrete monument inscribed "W.T. 4" and is located 1883.45 feet South and 12.42.18 feet East of a concrete monument inscribed "LB 395", set to mark the Northwest corner of Section 31, Township 8 North, Range 2 West, W.M. Cowlitz County, Washington;

Thence along the said railroad right-of-way North $49^{\circ}05'$ West a distance of 134.31 feet;

Thence North $40^{\circ}55'00''$ East a distance of 300.00 feet to the Northeasterly right-of-way line of the Bonneville Power Administration (BPA) Transmission Line Easement as recorded in Volume 375, page 384 (Fee #273607), Cowlitz County Deed Records.

Thence North $40^{\circ}55'00''$ East a distance of 935.00 feet to the Northwest corner of the tract of land described in a deed recorded June 21, 1988, Volume 1041, page 555, #880621008, Cowlitz County Deed Records; and the True Point of Beginning of this description;

Thence North $40^{\circ}35'00''$ East a distance of 394.18 feet;

Thence South $49^{\circ}05'00''$ East parallel to said BPA Transmission Line Easement a distance of 1106.35 feet;

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Thence South 40°55'00" West a distance of 394.18 feet to the Northeast corner of the tract of land described in a deed recorded February 13, 1991, Volume 1092, page 888, #910213079, Cowlitz County Deed Records;

Thence North 49°05'00" West a distance of 1106.35 feet to the point of beginning; said lands being shown on that certain survey for the Mint Farm Industrial Park Boundary Phase 2 filed for record on March 16, 2001 in Book 22 of Surveys at page 58 under Cowlitz County Auditor's File No. 3109792.

SUBJECT TO rights reserved in federal patents or state deeds, all oil, gas, mineral or fossil rights reservations, exceptions or conveyances made by prior owners, all planning, zoning, health and other governmental regulations, if any, ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the lands, as reserved by treaties, understandings, practice, statutes or judicial decisions, for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites, all covenants, restrictions, reservations, easements and rights of way for public and/or private roads and utilities heretofore established and existing on said land, all matters, recorded, unrecorded and/or evident on the ground.

LEGAL DESCRIPTION OF MITIGATION SITE

WETLAND MITIGATION SITE LEGAL DESCRIPTION

MINT FARM, PHASE 2
LONGVIEW, WASHINGTON

IN COWLITZ COUNTY, WASHINGTON

TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN

THAT PORTION OF TAYLOR RUE DLC NO. 69; THOSE PORTIONS OF SECTION 30; THOSE PORTIONS OF SECTION 31, LOCATED WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE WEYERHAEUSER TIMBER COMPANY PROPERTY, AS DESCRIBED IN VOLUME 122, PAGE 358, COWLITZ COUNTY DEED RECORDS, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY, ET AL., AS DESCRIBED IN VOLUME 167, PAGE 426, SAID POINT BEING MARKED BY A CONCRETE MONUMENT INSCRIBED "W.T.4" AND IS LOCATED 1893.45 FEET SOUTH AND 1242.18 FEET EAST OF A CONCRETE MONUMENT INSCRIBED "LB 395", SET TO MARK THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON;



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AND RUNNING THENCE ALONG THE SAID RAILROAD RIGHT-OF-WAY NORTH 49°05' WEST A DISTANCE OF 134.31 FEET;

THENCE NORTH 40°58'00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF BONNEVILLE POWER ADMINISTRATION (BPA) TRANSMISSION LINE EASEMENT AS RECORDED IN VOLUME 375, PAGE 384 (FEE #273607); COWLITZ COUNTY DEED RECORDS, AND ALSO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1 (CDID NO. 1) TRACT AS RECORDED IN DEED VOLUME 1069, PAGE 1337 (FEE NO. 801220017) ALSO THE MOST WESTERLY CORNER OF TRACT IN DEED VOLUME 1062, PAGE 1223 (FEE NO. 890821045);

THENCE NORTH 49°05'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID CDID NO. 1 TRACT, A DISTANCE OF 1129.35 FEET TO THE WESTERLY LINE OF THE WEYERHAEUSER COMPANY TRACT (CALLED THE EAST BANK OF DITCH NO. 5) AS DESCRIBED UNDER PARCEL B, IN DEED VOLUME 714, PAGE 745 (FEE NO. 597951) COWLITZ COUNTY DEED RECORDS;

THENCE NORTH 00°08'05" WEST (CALLED N0°06'20" W IN SAID PARCEL B) ALONG SAID WEYERHAEUSER WESTERLY LINE, A DISTANCE OF 2972.80 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, HAVING A RADIAL BEARING IN OF NORTH 51°55'46" WEST, THROUGH A DELTA ANGLE OF 23°17'28", WITH A RADIUS OF 1240 FEET, ALONG SAID 38TH AVENUE SOUTHEASTERLY RIGHT-OF-WAY, AN ARC DISTANCE OF 504.07 FEET;

THENCE CONTINUING ON SAID 38TH AVENUE RIGHT-OF-WAY, NORTH 14°46'46" EAST A DISTANCE OF 116.12 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MEMORIAL PARK DRIVE;

THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MEMORIAL PARK DRIVE THE FOLLOWING COURSES, A CURVE TO THE LEFT, HAVING A RADIAL BEARING IN OF NORTH 08°10'20" EAST, THROUGH A DELTA ANGLE OF 4°38'33", WITH A RADIUS OF 5656.94 FEET, AN ARC DISTANCE OF 498.37 FEET;

THENCE SOUTH 88°28'13" EAST A DISTANCE OF 720.78 FEET;

THENCE ON A CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 1°35'37" WITH A RADIUS OF 11,769.48 FEET, AN ARC DISTANCE OF 327.35 FEET, THENCE NORTH 89°56'10" EAST A DISTANCE OF 873.29 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID MEMORIAL PARK DRIVE, SOUTH 89°20'55" EAST ALONG THE NORTHERLY LINE OF PARCEL A OF SAID WEYERHAEUSER COMPANY TRACT IN SAID DEED VOLUME 714, PAGE 745, A DISTANCE OF 712.00 FEET;

THENCE SOUTH 00°08'44" EAST, 80.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH AND 80.00 FEET SOUTHERLY DISTANT FROM SAID NORTHERLY WEYERHAEUSER COMPANY TRACT SOUTH 89°20'55" EAST, 801.68 FEET;

THENCE SOUTH 77°03'14" EAST, 567.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 32°10'05" EAST, 1030.37 FEET AND 75.00 FEET NORTHWESTERLY FROM THE CENTERLINE OF THE COLUMBIA AND COWLITZ RAILROAD RIGHT-OF-WAY;

THENCE SOUTHWESTERLY AND SOUTHERLY 75.00 FEET FROM SAID RAILROAD CENTERLINE THE FOLLOWING COURSES;

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 1042.63 FEET THROUGH A CENTRAL ANGLE OF 57°58'39";



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THENCE SOUTH 00°08'44" EAST, 2468.62 FEET;
THENCE LEAVING SAID 75 FOOT OFFSET LINE, SOUTH 89°51'16" WEST, 400.00 FEET;
THENCE NORTH 15°20'27" WEST, 839.34 FEET;
THENCE SOUTH 89°51'16" WEST, 330.00 FEET;
THENCE NORTH 00°08'44" WEST, 250.00 FEET;
THENCE NORTH 24°43'05" EAST, 903.77 FEET;
THENCE SOUTH 89°51'16" WEST, 230.00 FEET;
THENCE NORTH 29°53'26" WEST, 403.11 FEET;
THENCE NORTH 00°08'44" WEST, 450.00 FEET;
THENCE NORTH 89°51'16" EAST, 130.00 FEET;
THENCE NORTH 00°08'44" WEST, 801.83 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 66.17 ACRES, MORE OR LESS.



DRAWING OF MITIGATION SITE

