

L E A S E

Lease made this 12th day of July, 1984, between the **PORT OF SKAMANIA COUNTY**, a corporation organized under the laws of the State of Washington, having its principal office at Stevenson, County of Skamania, State of Washington, herein referred to as Lessor, and **WILLAMETTE INDUSTRIES, INC.**, an Oregon corporation, 3800 First Interstate Tower, 1300 South West Fifth Avenue, Portland, Oregon 97201, herein referred to as Lessee.

Recitals

1. Lessor is the sole owner of the premises described below, upon which are constructed a 70' by 420' general purpose building and a 90' by 150' building extension, which Lessor desires to lease to a suitable Lessee for industrial and commercial purposes.

2. Lessee desires to lease the premises together with the buildings situated thereon, for the purposes of manufacturing and sale of secondary wood products.

3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
Subject and Purpose

Lessor leases the premises located in the County of Skamania, State of Washington, and more particularly described as follows:

A tract of land located in the Northeast quarter of Section 1, Township 2 North, Range 7 E. of the W.M., described as follows:

Beginning at the Northeast corner of vacated Block 1, River-view Addition, which was recorded in Book "A" of Plats, Page 21, Records of Skamania County, Washington; thence in a Southwesterly direction along the North line of said Block 1, a distance of 100 feet; thence in a Southeasterly direction parallel with the Easterly line of said vacated Block 1, a distance of 230 feet more or less, to the Southerly line of said vacated Block 1; thence in a Northeasterly direction along said Southerly line of vacated Blocks 1 and 2, a distance of 265 feet; thence Southerly parallel with the East line of vacated Block 2, extended South, a distance of 60 feet to a point on the Southerly right of way line of vacated Front Street; thence in a Northeasterly direction along the vacated Southerly line of Front Street, a distance of 165 feet; thence in a Northerly direction to a point on the Easterly line of said vacated Block 2, that is 155 feet Southerly from the Northeast corner of vacated Block 2; thence in a Northerly direction along the Easterly line of vacated Block 2, to the Northeasterly corner of said vacated Block 2; thence in a Southwesterly direction along the Northerly line of vacated Blocks 1 and 2, to the point of beginning.



Together with vacated streets and alleys attaching thereto by operation of law.

And the Addition being at the Northeast corner of Section 1, Township 2 North, Range 7 East, Willamette Meridian; thence South 89° 25' 7" East a distance of 297.72 feet; thence South 0° 34' 53" West a distance of 216.68 feet to the true point of beginning; thence South 33° 6' 10" East a distance of 100 feet; thence South 56° 53' 50" West a distance of 168 feet; thence North 33° 6' 10" West a distance of 100 feet; thence North 56° 53' 50" East a distance of 168 feet to the true point of beginning.

Together with the appurtenances thereto and buildings situated thereon, together with the right of reasonable access thereto; to Lessee for Lessee's use to conduct a business of manufacturing secondary wood products.

SECTION TWO Term and Rent

Lessor demises the above premises for a period of one year (12 months) commencing July 15th, 1984 and ending on July 15th, 1985, unless sooner terminated or extended in accordance with the terms of this lease. For the use and occupancy of the demised premises, Lessee shall pay Lessor rent in the amount of \$42,000.00 per year (\$3,500.00 per month), payable in equal monthly installments in advance without demand on the 15th day of each and every calendar month.

Lessee will have three (3) options to consecutively extend the lease term. At the end of the original lease term, Lessee may extend the lease term for a period of one (1) additional year (12 months). At the end of that additional year Lessee may extend the lease term for an additional three years (36 months). At the end of the three year extension, Lessee may extend the lease term for an additional five (5) years (60 months), for a total possible lease term of ten (10) years (120 months). The extension terms will commence on the day following expiration of the original term. All terms and conditions of this lease will remain the same during the extension terms, except that rent will be subject to adjustment during the extension terms as provided below. Exercise of each extension option shall be by notice given at least 90 days prior to expiration of the preceding term.

Effective on the first day of the first extension term and on each anniversary of such date thereafter during the extension term(s), the rent for the following 12-month period will be adjusted by the same percentage change as the percentage change in the Producer Price Index (the "Index") for the United States, for finished goods (published monthly by the Bureau of Labor Statistics, U.S. Department of Labor, or the nearest comparable date on changes in wholesale prices if such Index is no longer published). Percentage adjustments shall be determined by comparing the Index figure for the most recent month that an Index figure is available at the start of the most recent lease term with the Index figure for the month in the year in which the adjustment is to take effect. However, the rental during the extension terms shall not in any event be less than the rental during the original term (\$3,500.00 per month).

SECTION THREE
Interest on Past Due Sums

Lessee shall pay to Lessor interest monthly at the maximum rate permitted from time to time by law on all sums owing to Lessor (including but not limited to rental payments hereunder), commencing 31 days after the date such sums are due and payable.

SECTION FOUR
Right of Access

Lessee shall have the right of ingress and egress across Lessor's property from the western entrance of Lessor's property located on Leavens Street, Stevenson, Washington, to the demised premises. Lessor shall have the right to re-align the access strip to the demised premises.

SECTION FIVE
Repairs; Surrender on Termination

Lessee shall, at all times during the term of the lease and at its own cost and expense, maintain in good order and condition, the buildings and any improvements, additions, and alterations thereto, on the demised premises, except for the roof, foundation and structural components of the existing building, which Lessor shall be responsible for repairing and replacing unless the use, conduct or activities of Lessee caused the problem which necessitated the repair or replacement work. Lessee shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

On expiration or early termination of this lease, Lessee shall surrender the premises to Lessor in good order and condition, subject to depreciation, ordinary wear and tear, and damage by fire or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its equipment, machinery, fixtures and other personal property that remain its property by the date of surrender.

SECTION SIX
Taxes

Lessee shall pay to the proper authority on or before the last day on which payment may be made without penalty or interest, all taxes, including any leasehold tax due the State of Washington, assessments, or other governmental charges that shall or may be imposed on, or arise in connection with the use of, the demised premises or any part thereof during the lease term. Taxes and assessments pertaining to any period in addition to the lease term will be pro-rated and adjusted between the parties so that Lessee will pay the amounts allocable to the lease term. It is the intention of the parties that the rent herein is net rental, and Lessor shall receive the same free from all taxes that are made payable by Lessee.

SECTION SEVEN
Utilities

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges.

as they become due, including those for sewer, water, gas, electricity, and telephone services. Lessor warrants to hold Lessee harmless from all obligations for cost of utility services incurred by previous Lessees of the demised premises.

SECTION EIGHT **Security Deposit**

Lessee shall deposit with Lessor a cash deposit in the amount of one month's rental under this lease, which shall be held by Lessor for the full term of this lease as security for the full and timely performance by Lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against Lessee for a breach of those terms and conditions. The rights of Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to Lessee at the expiration of this lease provided that all the terms and conditions herein contained have been fully performed by Lessee. Should the demised premises be sold, Lessor may transfer or deliver this security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION NINE **Insurance**

1. **Fire Insurance.** At all times during the term of this lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense fire insurance on all buildings and improvements on the demised premises, including all alterations and additions thereto, in an amount equal to the current full replacement cost of the buildings and improvements, excluding the cost of excavation and of foundations.

2. **Personal injury and property damage insurance.** During the term of this lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense personal injury and liability insurance, in amounts equal to the insurance carried by Lessee for other facilities of like size and character operated by Lessee.

3. **Other insurance.** Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct.

4. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor. All insurance shall be written with responsible companies. Lessee shall provide the names of all of Lessee's insurance carriers to Lessor. All policies shall require 30 days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.

5. In the event fire or other casualty causes damage to the buildings, Lessor shall restore the damaged buildings as soon as practicable to substantially their condition immediately before the casualty. Rent shall be abated during the period of restoration and to the extent the buildings and premises are not reasonably usable by Lessee, except that there will be no rent abatement if the casualty was caused by Lessee's failure to comply with the terms of this lease. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair.

SECTION TEN **Unlawful or Dangerous Activity**

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

SECTION ELEVEN **Indemnity**

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or buildings or improvements thereon as a result of Lessee's activities.

SECTION TWELVE **Default or Breach**

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.

3. If Lessee shall fail to pay Lessor any rent when the same shall become due and shall not make the payment within 30 days after notice in writing by Lessor to Lessee.

4. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of 30 days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 30-day period, Lessee shall not in good faith have commenced performance

within the 30-day period and shall not diligently proceed to completion of performance.

5. If Lessee shall abandon the demised premises.

6. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

SECTION THIRTEEN **Effect of Default**

In the event of any default hereunder, as set forth in Section Eleven, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than 30 days' notice of the cancellation and termination. On expiration of the time fixed in this notice, this lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of the Lessee. After re-entry Lessor may terminate the lease on giving 30 days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose. Lessor may at any time after a reletting terminate the lease for the breach on which Lessor had based the re-entry and subsequently relet the premises.

SECTION FOURTEEN **Access to Premises**

Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease.

SECTION FIFTEEN
Port of Skamania County Land Standards

Lessee agrees to be bound by and comply with the Port of Skamania County Land Standards, a copy of which is incorporated herein and annexed hereto as Exhibit "A" provided, that Lessee shall not be obligated to improve the present condition of the demised premises.

SECTION SIXTEEN
Compliance with Port Regulations and with all Laws

Lessee agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

SECTION SEVENTEEN
Easements, Agreements, or Encumbrances

The parties shall be bound by all existing easements, agreements, and encumbrances (if any) of record relating to the demised premises which Lessor has disclosed to Lessee in writing, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION EIGHTEEN
Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION NINETEEN
Liability of Lessor

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

SECTION TWENTY
Consents, Waivers

Whenever either party's consent or approval is required under this lease, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-ONE
Notice

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein.

Lessor:

Port of Skamania County
P.O. Box 413
Stevenson, WA 98648

Lessee:

Willamette Industries, Inc.
3800 First Interstate Tower
1300 S.W. 5th Ave.
Portland, OR 97201

SECTION TWENTY-TWO
Assignment, Mortgage, or Sublease

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.

SECTION TWENTY-THREE
Total Agreement; Applicable to Successors

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-FOUR
Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-FIVE
Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this lease, the venue of such action or litigation shall be in the Superior Court of the State of Washington and for the County of Skamania.

SECTION TWENTY-SIX
Time of the Essence

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

LESSOR: Elmer G. Stacy
PORT OF SKAMANIA COUNTY, BY:
Albert E. S. Kue
Robert H. Tichenor
LESSEE: WILLAMETTE INDUSTRIES, INC. BY:
Wayne Vike
C. W. Knodell Sec.

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me Elmer G. Stacy, the Manager of the Port of Skamania County, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of July, 1984.

[Signature]
Notary Public in and for the State of Washington, residing at STEVENSON.

STATE OF OREGON)
County of MULTNOMAH) ss.

On this 12th day of July, 1984, before me, the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared FLOYD VIKE and C.W. KNODELL, to me known to be the VICE PRESIDENT and SECRETARY of WILLAMETTE INDUSTRIES, INC., the corporation that executed the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Richard A. Gaudin
Notary Public in and for the State of OREGON, residing at LAKE OSWEGO. My commission expires: 4/6/89.

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This is to certify that the following resolution was approved at the Board of Directors meeting of Willamette Industries, Inc. held on March 3, 1967, in Portland, Oregon:

"The chairman invited attention of the directors to a proposed resolution authorizing officers of the corporation to take certain actions on behalf of the corporation concerning matters in the ordinary course of business:

"RESOLVED that any one of the following officers, to wit:

the chairman of the board,
the vice chairman of the board,
the president,
the executive vice president,
any vice president,
the financial vice president,

acting with any of the following, to wit:

the secretary,
the treasurer,
any assistant secretary,
any assistant treasurer,

be and they are hereby authorized in the name of and on behalf of this corporation at such times and under such circumstances and on such terms and conditions as they may deem proper:

1. To grant, sell, transfer, exchange, lease, release and convey any real or personal property or rights or interest in real or personal property standing in the name of or owned by this corporation, and to make, execute and deliver any and all written contracts or instruments of conveyance, sale, transfer, exchange, lease or release necessary or proper to effectuate the authority hereby conferred.
2. To purchase any real or personal property and to make, execute and deliver any and all written contracts and instruments of purchase necessary or proper to effectuate the authority hereby conferred.
3. To enter into contracts to purchase timber and/or timberlands from the United States Forest Service, Bureau of Land Management, or others, and to make, execute and deliver any and all written contracts and instruments of purchase necessary or proper to effectuate the authority hereby conferred.
4. To mortgage, pledge and encumber any real or personal property or rights or interest in real or personal property standing in the name of or owned by this corporation, and to make, execute and deliver any and all mortgages, pledges or written instruments of encumbrance necessary or proper to effectuate the authority hereby conferred, subject, however, to prior approval by the board of directors of any loans to be secured by any such mortgage, pledge or instrument of encumbrance.
5. To attend and vote at any meeting and to execute and deliver proxies with power to vote with respect to any meeting of the shareholders of any corporation in which this corporation is a stockholder of record.
6. To execute and deliver powers of attorney appointing agents to act as attorney in fact in the name of and on behalf of this corporation."


Secretary

Date: 7-12-84

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EXHIBIT A

PORT OF SKAMANIA COUNTY LAND STANDARDS

All buildings, structures or improvements, storage or display areas, or any part or projection thereof, at any time constructed or maintained and extended above the ground surface on lands leased or purchased from the Port of Skamania County, shall conform with the following:

1. Setbacks: The minimum setback shall be 30 feet from the street property line to the building and 10 feet from side or rear property lines to the building.

2. Landscaping: The minimum landscaping shall be 100 percent of the area between the building line and the street property line. The minimum landscaping shall be located on the street side of all walls, barriers, fences and other screening. In addition to this minimum there shall be at least four major trees per acre on the site. All areas unpaved or reserved for future expansion shall be either entirely landscaped or screened from public view. Landscaping may consist of shrubbery to reasonably screen at the time of planting such features as undeveloped ground, parking areas, railroad spurs, storage or loading areas. When such features are not present, low ground covers, shrubs or lawns will be acceptable. Remaining landscaped yard areas may include the use of flagpoles, decorative walls, screens, terraces, fountains, pools and other water arrangements and various types of trees and shrubs.

All landscape development should be designed particularly to enhance the building scale and form; and be compatible with other nearby landscaping. New plantings shall be of such size and density that they are initially effective. The plantings shall be so maintained that they will blend into the industrial area in the shortest possible time.

3. Walls and Fences: Walls and fences may be placed anywhere within the site except in the 30 foot front yard setback area.

4. Site Coverage: The maximum area that may be covered by the principal buildings, accessory buildings, and future additions to either shall not exceed sixty (60) percent of the total area of the site.

5. Building Design and Finish: In general, buildings shall be kept simple in form. Special consideration shall be given in the design of each building to the surrounding environment such as adjacent buildings, water areas, landscaping, etc. Exterior walls of all buildings shall be of exposed concrete aggregate, stucco, glass, architectural metal, brick or other prefinished material. Concrete, concrete block or wood siding are also acceptable materials for exterior walls, but they shall be finished by painting, staining or other processing. The type, style and color of all exterior walls shall be approved by the Port.

6. Signs: No advertising signs or billboards are permitted except those identifying the names and business of the persons or firm occupying the site. Signs on roofs, fences, in front yard setback area, or painted on exterior faces of buildings are prohibited. Signs are permitted to be placed upon the outside walls of the buildings, but shall not extend above the line of the roof meeting that wall. Flashing, moving, or internally illuminated signs shall not be permitted, and signs shall not be placed or externally illuminated in a manner which is detrimental to neighboring

occupancies or to the safe movement of traffic. Sign colors and details shall be permitted to the Port for approval prior to installation.

7. Utilities: All electrical and telephone service shall be brought underground into the site and to the buildings. The purchaser or lessee will be responsible for the cost of such underground service. Padmounted electrical transformers shall be located and screened so as to minimize viewing from any public area.

8. Outside Storage: All storage shall be visually screened by landscaping barriers, walls or coverings.

9. Loading: All loading must be on the site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with a dust-free all-weather surface, be well drained and of a strength adequate for the truck traffic expected.

10. Parking: All vehicles must be parked on the site as no on-street parking is permitted. Employee parking shall be at the minimum ratio of one space for every two employees. Spaces shall be provided for all Company vehicles. Visitor parking spaces shall be provided at the ratio of ten percent (10%) that of the total employee parking spaces. Minimum parking stall width shall be eight feet six inches (8' 6").

All parking areas shall be paved with a dust-free all-weather surface of a strength adequate for the traffic expected. Parking areas are to be well drained but shall not exceed a ground slope gradient of four percent (4%).

11. Air and Water Pollution: Discharge of smoke, particulate matter and other pollutants into the air shall conform to standards of the Southwest Washington Pollution Control Authority. Firms responsible for a suspected source of air pollution shall provide the Authority with quantitative and qualitative information regarding the discharge that will adequately and accurately describe operating conditions.

The emission of offensive odors in such quantities as to be readily detectable at any point beyond the property line is prohibited. No open burning shall be permitted.

The discharge of any effluent, other than normal storm runoff, into either the Columbia River or any stream is prohibited unless prior permission has been received from the Port and the Washington State Department of Ecology.

12. Noise: The lessee or purchaser of Port lands will conform to the 1972 Federal Health and Safety Act. A noise level of 90 decibels or higher at the property line will not be allowed. Noisemaking devices which are maintained and utilized to serve as warning devices and noise created by highway vehicles or trains are excluded.

13. Other Noxious Effects: No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.

Except for exterior lighting, operations producing heat glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.