

L E A S E

Lease made this 9th day of August, 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 **PUGET SOUND PLYWOOD, INC.**, a Washington corporation, 230 East "F" Street, Tacoma, Washington 98421, herein referred to as Lessee.

Recitals

1. Lessor is the sole owner of the premises described below, hereinafter called "the premises".

2. Lessor is also the sole owner of the cleared area adjacent to the premises, hereinafter called "the site", which includes in addition to the premises that portion excepted in Section One herein.

3. Lessee desires to lease the premises together with the buildings situated thereon, for the purposes of conducting a log storage and sorting yard and sub-leasing to a sawmill business, known as, Horizon Forest Products, Inc., a Washington corporation.

4. 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:

The Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 1, Township 3 North, Range 7 East, W.M.; said tract of real property being also described as the Northwest Quarter of Government Lot 1 of the said Section 1; except that portion thereof conveyed to the State of Washington for right-of-way for secondary state highway No. 8-C as relocated.

With said premises more specifically described as:

Commencing at the Northwest corner of described property, thence 25 feet South m/l of the North quarter corner of said section to common property corner on South right-of-way of the county road (known as Old State Road), thence East along South right-of-way 495 feet, m/l,

to true Point of beginning of leased premises:

thence South 315 feet, thence West 150 feet, thence Northwest 90 feet, thence West 150 feet, thence South 235 feet, thence West 135 feet to common property corner on East right-of-way of Secondary State Highway No. 8-C as relocated. Thence South 40° East, 209 feet along East right-of-way of relocated

highway to common property corner, thence S 89° East, 522 feet to property corner, thence North 653 feet to common property corner on South right-of-way of County Road, thence West along South right-of-way of County Road 165 feet to point of beginning, with leased premises being 5.75Ac m/l.

SECTION TWO **Term and Rent**

Lessor demises the above premises for a term of two (2) years commencing August 1, 1984. For the use and occupancy of the demised premises, Lessee shall pay Lessor rent in the amount of \$715.00 per month, payable in advance without demand on the first day of each and every calendar month.

SECTION THREE **Use of Premises**

Lessee shall use the premises for conducting a log storage and sorting yard and a sawmill business and shall not use the premises for any other purpose without the written consent of the Lessor. Lessee shall use the entire premises for the conduct of said business in a first class manner and according to the standards of the industry continuously during the entire term of this lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for reasons beyond Lessee's reasonable control.

Lessee agrees that no logs shall be cut or milled unless and until all present accumulation of sawdust, woodchips, slab, slash, trimmings and other debris are removed from the premises to the satisfaction of Lessor. Lessor's satisfaction regarding the condition of the premises shall be evidenced in writing.

Lessee further agrees that no logs, sawdust, woodchips, slab, slash, trimmings or other debris shall be placed or stored within 60 feet of any buildings on or within the site.

SECTION FOUR **Repairs; Surrender on Termination**

1. Lessee shall, at all times during the term of the lease and at its own cost and expense, repair, replace and maintain in a good and safe condition, the buildings and any improvements, additions, and alterations thereto on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises and adjacent properties and right of ways.

2. Lessee further specifically agrees to allow only a reasonable accumulation of sawdust, woodchips, slab, slash, trimmings or other debris on the premises. For the purposes of this lease, a "reasonable accumulation" shall be defined as no more than 12 truckloads or 840 cubic yards of sawdust and no more than 8 truckloads or 560 cubic yards of other related wood product or other debris. All accumulations shall be consistently segregated according to its type and composition and shall be stored no closer than 30 feet from the boundaries of the demised premises.

3. Lessee further specifically agrees to take all reasonable precaution to prevent contamination or pollution of any ground-water or surface water on or within 100 feet of the demised premises.

4. Lessee further specifically agrees to absolutely prevent waste of the properties surrounding the premises by not allowing fences or other boundary designations to be damaged or destroyed, not allowing any type of debris to be deposited upon the properties and by not allowing any other activity to interfere in any way with the use or enjoyment of the properties by their owners or agents thereof. Lessee agrees to install, prior to the cutting or milling any logs on the premises a sufficient and substantial barrier adjacent to the sawmill operation to prevent slabs, trimmings or other debris from entering onto property surrounding the premises.

5. Lessee further specifically agrees that no logs or lumber shall be stored on top of, over or within sawdust, woodchips, slab, slash or other debris so as to prevent or hinder the removal of or access to any sawdust, woodchip, slab, slash, trimmings or other debris.

6. Lessee further specifically agrees that Lessee shall not block or hinder traffic or cause any dangerous condition to exist on any right of way adjacent to the site or the premises.

7. Lessee agrees that if any of the terms or conditions of this section are violated, that Lessor shall be entitled to immediate injunctive or other relief allowed by law to stop further sawmill and log storage operations, immediately remove the logs and lumber wrongly stored and clean the premises, all at the expense of Lessee, including all attorney fees and costs. This paragraph does not limit, restrict, or preclude any of Lessor's rights or remedies as otherwise provided within this lease or under Washington State Law.

8. 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 FIVE **Acceptance of Premises**

Lessee has examined the leased premises and accepts them in their present condition, including the addition of a new building within the site and adjacent to the premises.

SECTION SIX **Alterations and Improvements**

Lessee shall make no alterations or improvements to or upon the premises or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from the Manager of the Port. In the event any alterations or improvements shall be made or fixtures (other than trade fixtures which can be removed without injury to

the premises) installed by the Lessee, they shall at once become a part of the realty and become the property of the Lessor. Movable furniture and trade fixtures which are removable without injury to the premises shall be and remain the property of the Lessee.

SECTION SEVEN **Inspection - "For Rent" Signs**

The Lessor reserves the right to inspect the leased premises at any and all reasonable times throughout the term of this lease; provided, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Lessor hereunder shall impose no obligation on the Lessor to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Lessor for failure to make such inspections. The Lessor shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for thirty (30) days prior to the expiration or sooner termination of this lease.

SECTION EIGHT **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. 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 NINE **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.

SECTION TEN **Security Deposit**

Lessee shall execute and deliver to Lessor an indemnity bond in the amount of \$25,000.00 secured by a mortgage on real estate in form satisfactory to Lessor 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 within sixty (60) days of the expiration or termination 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 ELEVEN
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 demised premises, 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 an amount of \$2,500,000.00 and in forms of insurance policies as may from time to time be required by Lessor.

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

4. Lessee shall include in said property damage insurance coverage relating to damage to the electrical system and equipment resulting from an electrical short.

5. 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 that Lessor shall approve in writing, and the policies shall be held by Lessor. All policies shall require 30 days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.

SECTION TWELVE
Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultrahazardous 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 ultrahazardous use, or nuisance, take action to halt such activity. Lessee's failure to take action shall constitute permission to Lessor to take such action necessary to halt the activity at Lessee's expense.

SECTION THIRTEEN
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 equipment, materials, or alterations of buildings or improvements thereon.

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SECTION FOURTEEN
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 10 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 non-performance shall continue for a period of 10 days after notice thereof by Lessor to Lessee.

5. If Lessee shall vacate or 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.

7. If Lessee fails to take possession of the demised premises on the term commencement date, or within 60 days after notice that the demised premises are available for occupancy.

8. If Lessee fails to halt any unlawful disreputable or ultrahazardous use or nuisance on the demised premises.

9. If Lessee fails to remove existing sawdust, woodchips, slab, slash, trimmings or other debris from the premises pursuant to Section Four of this Lease and obtain the written satisfaction of Lessor, within 60 days of the commencement of this lease, such written satisfaction not to be unreasonably withheld.

SECTION FIFTEEN
Access to Premises

Lessor agrees to provide access to the demised premises from the Southwest corner of the site, contingent upon necessary approval by appropriate state and local agencies. Lessor agrees to make diligent and good faith efforts to obtain such approval. Lessee agrees that this Southwest access shall be used for ingress only from the Northbound lane of the Wind River Highway.

SECTION SIXTEEN
Effect of Default

In the event of any default hereunder, as set forth in Section Fourteen, 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.

4. On termination Lessor may recover from Lessee all damages proximately resulting from the re-entry or 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.

5. 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.

6. Lessor shall be obligated to make a concerted and diligent effort to re-let the premises and shall be required to make a good faith effort to mitigate the damages that Lessee would otherwise be responsible for as a result of a breach of this lease.

SECTION SEVENTEEN **Right of Entry**

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 EIGHTEEN **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".

SECTION NINETEEN
Compliance with Port Regulations and with all Laws

Lessee agrees to comply with all applicable rules and regulations of the Lessor pertaining to the premises now in existence or hereafter promulgated for the general safety and convenience of the Lessor, its various tenants, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including, but not limited to, the Uniform Fire Code and the National Fire Protection Association's Standard 46. 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 TWENTY
Easements, Agreements, or Encumbrances

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, 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 hold thereunder.

SECTION TWENTY-ONE
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 if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION TWENTY-TWO
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-THREE
Waivers

The failure of Lessor 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 Lessor 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-FOUR
Interest on Past Due Sums

Lessee shall pay to Lessor interest monthly at the rate of 12% on all sums owing to Lessor, (including but not limited to rental payments hereunder) commencing 30 days after the date such sums are due and payable.

SECTION TWENTY-FIVE**Notice**

All notices to be given with respect to this lease shall be in writing. Each notice shall be personally delivered or 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:

Puget Sound Plywood, Inc.
230 East "F" Street
Tacoma, WA 98421

SECTION TWENTY-SIX**Assignment, Mortgage, or Sublease**

Neither Lessee nor its successors or assigns shall further 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, except as previously stated in paragraph number three of recitals whereby Lessor acknowledges and approves of Lessee's sub-leasing of the premises to Horizon Forest Products, Inc., without the prior consent in writing of Lessor in each instance which consent shall not be unreasonably withheld. Lessor may exercise all of its rights and seek all remedies as provided within the lease or under Washington State Law against Lessee for the acts or omissions of any successor, assign or sub-lessee which do not comply with the terms and conditions of this lease, and Lessee shall indemnify Lessor against all damages to Lessor arising therefrom. It is understood that any successor, assign or sub-lessee shall also be fully bound by the terms and conditions of this lease.

SECTION TWENTY-SEVEN**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-EIGHT**Applicable Law**

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

SECTION TWENTY-NINE**Time of the Essence**

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

IN WITNESS WHEREOF, the parties have executed this lease at
Stevenson, Washington, the day and year first above
written.

LESSOR:

PORT OF SKAMANIA COUNTY, BY:

Elmer Stacy

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me ELMER G. STACY,
Port Manager and _____,
the President, Secretary and Commissioner, respectively, of the
Port of Skamania County, to me known to be the individuals
described in and who executed the within and foregoing instrument,
and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 9th day of
August, 1984.

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

LESSEE:

PUGET SOUND PLYWOOD, INC., BY:

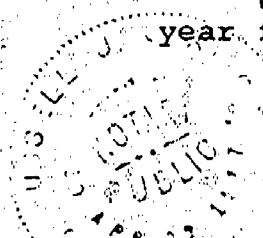
Carol E. Wilson

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 8th day of August, 1984, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally
appeared Carol E. Wilson, to me known to be the
Treasurer, and _____,
to me known to be the _____ of
_____, 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.



Russell D. Gault
Notary Public in and for the
State of Washington, residing
at Washington

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the Secretary of _____, 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 he was 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.

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

Certification of Authority

I, _____, certify that I am the Secretary of the corporation named as Lessee herein; that _____ and _____, who signed this lease on behalf of the Lessee were then _____ and _____ of the corporation, respectively; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary
(Corporate Seal)

No. VIA
TRANSACTION EXCISE TAX

AUG 19 1984

Amount Paid VIA

By Shirley C. [Signature]

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% 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 building, 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 submitted 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 solely 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.

All materials including wastes shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

No noxious or offensive trade, business or activity shall be conducted within the industrial, commercial or recreational areas of the Port of Skamania County, nor shall anything be done therein which may be or become a nuisance.

14. VARIANCES: If any of the standards set forth will, or do, cause burdens on a lessee or purchaser of Port property, variances may be granted by a majority vote by the Board of Commissioners of the Port of Skamania County at their regularly scheduled monthly meeting. There will be no variances granted on items eleven (11), twelve (12), or thirteen (13) of these Port of Skamania County Land Standards.

15. REVIEW AND APPROVAL: It is the responsibility of the Board of Commissioners of the Port of Skamania County, or their designee, to see that all of these standards are observed, and that proper review and approval is given on items one (1) through ten (10) prior to the commencement of any construction covered by these same items.

16. SEVERABILITY: If any provision of these land standards is held invalid, the remainder of these standards shall not be affected.