

JUN 21 1991 October 19, 1990

EXHIBIT C
GONW, SEATTLE, WA

SETTLEMENT AGREEMENT
BETWEEN
CHAMPION INTERNATIONAL CORPORATION, SIMPSON TACOMA KRAFT COMPANY,
WASHINGTON DEPARTMENT OF NATURAL RESOURCES
AND
THE COMMENCEMENT BAY NATURAL RESOURCE TRUSTEES
REGARDING
ST. PAUL WATERWAY NATURAL RESOURCE DAMAGE

I. PARTIES

This Agreement is by and between Champion International Corporation, the Simpson Tacoma Kraft Company (the Companies), the Washington Department of Natural Resources (DNR), and the Commencement Bay Natural Resource Trustees, consisting of: the Puyallup Tribe of Indians (Puyallup Tribe); the Muckleshoot Indian Tribe (Muckleshoot Tribe); the Washington Department of Ecology (WDOE) as lead State Trustee; the Washington Department of Natural Resources (WDNR); the Washington Department of Fisheries (WDF); the Washington Department of Wildlife (WDW); the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce; and the U.S. Department of the Interior (DOI). NOAA and DOI collectively constitute the federal Natural Resource Trustees.

II. RECITALS

A. Governmental Parties

The above governmental parties are Natural Resource Trustees (Trustees) under applicable federal, state and tribal law, and the Trustees enter into this Agreement in furtherance of their responsibilities to evaluate and, if appropriate, assert claims for damages to natural resources, including, but not limited to, the replacement and restoration of damaged resources and the recovery for lost use and non-use values of damaged resources.

Although not a Trustee or a party to this Agreement, the U.S. Environmental Protection Agency (EPA) has helped to coordinate the work of the Trustees and is the principal federal agency responsible for implementation of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §9601-9675.

B. The Companies and DNR

The Companies are the past or present owner/operators of the paper mill on the St. Paul Waterway (Tacoma Kraft Mill). The State of Washington is the owner of and DNR manages the tidelands which are or have been under lease to the Companies. The State of

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 2

Washington represented by DNR, and the Companies, are potentially responsible parties (PRPs) under CERCLA.

C. Consent Decree

The Companies, DNR, the United States, on behalf of EPA and the federal Natural Resource Trustees, and the other Natural Resource Trustees on their own behalf have entered into a Consent Decree in the U.S. District Court for the Western District of Washington entitled "Commencement Bay Nearshore/Tideflats Superfund Site; St. Paul Waterway Problem Area Consent Decree" (Consent Decree). Except for the Funding and Participation Agreement attached as Enclosure No. 1, which is independent of the Consent Decree, this Agreement shall terminate when the Consent Decree is terminated in accordance with Section X below. This Agreement shall be Exhibit C to the Consent Decree being simultaneously executed by the Companies, EPA and Commencement Bay Natural Resource Trustees. Sections XVIII (Covenant Not to Sue), XIX (Reservation of Rights) and XXI (Effect of Settlement; Contribution Protection) of the Consent Decree are expressly incorporated into the terms of this Settlement Agreement by this reference.

D. Geographic Scope

This Agreement addresses the assessment, evaluation and restoration of the natural resources damaged in the St. Paul Waterway Problem Area. Enclosure No. 1 addresses the assessment of natural resource damages for the remainder of Commencement Bay. The St. Paul Waterway Problem Area is located within the Commencement Bay environment, in the State of Washington and the Puyallup Indian Reservation. The Commencement Bay environment includes, but is not limited to, the St. Paul Waterway Problem Area, as defined in the Consent Decree, the Commencement Bay Nearshore/Tideflats National Priority List (NPL) site, and the South Tacoma Channel NPL site.

E. Purpose

1. The Trustees intend to assess damages to injured natural resources in the Commencement Bay environment as provided for by CERCLA, the National Contingency Plan (NCP), 40 C.F.R. Part 300, and other applicable federal, state and tribal laws. The Trustees have not yet determined whether, or to what extent, they will follow or utilize the natural resource damage assessment regulations promulgated by the U.S. Department of the Interior at 43 CFR Part 11 for the Commencement Bay-wide natural resource damage assessment described in Section V.E below. Each Trustee acknowledges its trust responsibility to protect, restore and enhance natural resources within its jurisdiction or control.

2. The Companies and DNR seek to settle their potential liability to the extent possible, and with respect to natural resource damages, prefer to devote financial and other resources to actions that will restore and protect the environment and help protect and restore natural resources in the Commencement Bay environment in perpetuity.

3. The Trustees, Companies and DNR (Parties) recognize the importance of integrating and coordinating the assessment of natural resource damages with ongoing studies, remedial actions, enforcement and restoration activities in the Commencement Bay environment. The Funding and Participation Agreement, which is Enclosure No. 1 to this Agreement and is by this reference incorporated herein, is intended to establish a mechanism by which the Parties may coordinate and integrate their activities as a part of this Agreement.

4. The Parties recognize the value of the waters and resources of the Commencement Bay environment, including the Puyallup River, to the Trustees, in particular the Puyallup Tribe and the Muckleshoot Tribe, and the importance of these resources to the employees of the Tacoma Kraft Mill, as well as to the broader Puget Sound community. Toward that end they wish to recognize and account for the significant pollution control, habitat restoration and habitat enhancement actions already taken by the Companies at the Tacoma Kraft Mill and in the St. Paul Waterway Problem Area.

5. The Parties wish to establish, through this Agreement and the Enclosure hereto, a mechanism to coordinate their various activities regarding the restoration, rehabilitation and enhancement of natural resources of the Commencement Bay environment.

6. This Agreement and the enclosed Funding and Participation Agreement further the mutual goals and purposes of the Parties and address natural resource damage claims by:

(a) settling natural resources damage claims for the St. Paul Waterway Problem Area consistent with Section XVIII of the Consent Decree; and

(b) establishing a framework for cooperation and coordination among themselves and with other interested public and private entities regarding a Commencement Bay-wide natural resources damage assessment and restoration activities.

7. The Parties also wish to encourage other public and private entities to undertake cooperative cleanup activities and

habitat restoration and enhancement of the Commencement Bay environment.

III. AUTHORITY

This Agreement is entered into pursuant to the natural resource trustee provisions of Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §9607(f); Section 311 of the Clean Water Act (CWA) as amended, 33 U.S.C. §1321 (except with regard to oil spill events occurring subsequent to July 1, 1990); the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), Subpart G, 40 CFR §§300.600 - 300.615 (55 Federal Register 8666, 8813, 8857, March 8, 1990); and other applicable federal, state and tribal law. The following officials or their designees act on behalf of the public as State, Federal and Tribal Trustees for natural resources under this Agreement:

- * The Director of the Department of Ecology for the State of Washington, as lead State Trustee, the Commissioner of the Department of Natural Resources, the Director of the Department of Wildlife and the Director of the Department of Fisheries;
- * The Tribal Council, or its designee, for the Puyallup Tribe of Indians;
- * The Tribal Council, or its designee, for the Muckleshoot Tribe;
- * The Secretary of the Interior; and
- * The Under Secretary for Oceans and Atmosphere, Administrator of the National Oceanic and Atmospheric Administration, acting on behalf of the Secretary of Commerce.

IV. SCOPE

This Agreement shall cover natural resources as defined under Section 101(16) of CERCLA, as amended, 42 U.S.C. §9601 et seq., belonging to, managed by, controlled by, or appertaining to the Trustees under CERCLA, the NCP, and other applicable federal, state and tribal law in the St. Paul Waterway Problem Area. The Agreement also relates, as noted herein, to the Commencement Bay environment, in the State of Washington and the Puyallup Indian Reservation, which is that area described in Section II.D above.

WHEREFORE in consideration of the mutual promises set forth below, the Parties agree as follows:

V. TERMS AND CONDITIONS

A. Summary of Payments Made by Companies and Consideration Provided by DNR

1. Companies. The Companies shall pay the Trustees FIVE HUNDRED THOUSAND AND NO/100S DOLLARS (\$500,000) after the effective date of this Agreement in accordance with Section V.B.2 below. This payment shall be in compensation for and in settlement of claims for damages in the St. Paul Waterway Problem Area to natural resources owned, managed, or controlled by the Trustees. In addition, the Companies shall pay the Trustees ONE HUNDRED THOUSAND DOLLARS AND NO/100S (\$100,000) after the effective date of this Agreement in accordance with Section V.C.2 below, in compensation for and settlement of the claims of the Trustees against the Companies for past oversight and investigation costs incurred by the Trustees with respect to the St. Paul Waterway Problem Area. Payments under this paragraph shall be made by certified or cashier's check, payable to and to be deposited in an account or accounts established under the Restoration Project Trust Fund described in Section V.B below.

2. Department of Natural Resources.

(a) The Washington Department of Natural Resources (DNR) shall, with the use of funding not previously dedicated for such use(s), undertake an expedited review of state-owned aquatic lands in the Commencement Bay environment, with particular regard to lands in or near the St. Paul Waterway and the Puyallup River, which are available and appropriate for habitat restoration. The Trustees shall be provided an opportunity to work with DNR and to provide DNR information such as scientific data and habitat criteria which DNR shall consider in selecting lands for habitat restoration projects. The Trustees shall use their best efforts to provide this information by December 15, 1990 and DNR shall use its best efforts to complete this review by January 31, 1991. Upon completion of this review, DNR shall:

- (1) Identify those properties that have a high value for natural resource habitat restoration, and are either immediately available for lease or are subject to lease renewal within thirty six (36) months of the effective date of this Agreement. In addition, this review will identify properties that have a high value for natural resource habitat restoration purposes that will subsequently become available.

- (2) Offer selected state-owned aquatic lands to the Trustees for the natural resource restoration project(s) referred to in Section V.B.3(b). The Natural Resource Trustees, in consultation with DNR, may select the lands necessary for the successful implementation of the restoration project or projects.
- (3) Attempt to determine, by mutual agreement with the Trustees, the economic value established for state-owned aquatic lands identified by the Trustees and DNR. If DNR and the Trustees cannot agree on the value of the state-owned aquatic lands within thirty (30) days, the value shall be determined by the procedure set forth in this paragraph (Section V.A.2(a)(3)). The Parties agree that the value established by this procedure shall be final, and there shall be no further review or appeal. The procedure shall be as follows. Within thirty (30) days, the Trustees and DNR shall each retain or select a qualified real estate appraiser to determine the value of the property selected. Within sixty (60) days thereafter, the two appraisers shall attempt in good faith to reach agreement on the value of the selected lands. If the appraiser selected by DNR and the appraiser selected by the Trustees cannot agree, then the two appraisers shall within thirty (30) days select a third appraiser. This third appraiser shall determine within thirty (30) days which of the two appraisals most closely approximates the value of the selected property, and he or she shall select that appraisal value as the value of the selected lands. All appraisers retained or selected shall be competent, impartial and members of the American Institute of Real Property Appraisers (or successor association or body of comparable standing).
- (4) Continue to work together with the Trustees even if the Trustees do not select state-owned aquatic lands for the restoration project or projects, and attempt to identify other services and/or lands that could be made available to enable DNR to satisfy the requirements of this Agreement. The lands made available by DNR will be considered by the Trustees for other Commencement Bay habitat restoration projects.
 - (b) The economic value of DNR's services expended in this administrative review and applied as a credit toward the total consideration provided by DNR pursuant to this Agreement shall not exceed FORTY THOUSAND AND NO/100S DOLLARS (\$40,000.00). The economic value of consideration provided by DNR pursuant to this

Agreement, inclusive of DNR's services and the state-owned properties identified in accordance with Section V.A.2(a)(2) above, for habitat restoration project(s) purposes, shall have a cumulative economic value of not less than TWO HUNDRED THOUSAND AND NO/100S DOLLARS (\$200,000). None of the consideration provided by DNR in its capacity as a PRP to the Trustees pursuant to Section V.A.2 of this Agreement shall be reimbursed as either a past or future Trustee response cost under the terms of this Agreement.

(c) If the total economic value of the consideration provided by DNR to the Trustees pursuant to this Agreement exceeds TWO HUNDRED THOUSAND AND NO/100S DOLLARS (\$200,000), then the economic value of the consideration provided by DNR in excess of TWO HUNDRED THOUSAND AND NO/100S DOLLARS (\$200,000) shall be credited to DNR's liability, if any, for Commencement Bay-wide natural resource damages. If the Trustees do not select lands offered by DNR, then the value of DNR's services expended in the administrative review up to the ceiling amount identified above (\$40,000.00) shall be credited toward the \$200,000.00 liability attributed to DNR for natural resource damages associated with the St. Paul Waterway Problem Area.

(d) Properties to be made available by DNR pursuant to this Agreement for natural resource restoration project(s) shall be made available to the Trustees by means of either a long term renewable lease to the Trustees at a rental cost of ONE AND NO/100S DOLLARS (\$1.00) per year, or by such other mechanism available to DNR and acceptable to the Trustees that will result in the long-term use of the property for natural resource habitat restoration project(s) purposes.

(e) The Trustees' covenant not to sue DNR for natural resource damages in the St. Paul Waterway Problem Area, set forth in Section XVIII of the Consent Decree, shall not take effect until: (1) DNR completes the administrative review and identification of the properties referenced in Section V.A.2(a); and (2) the Trustees' acceptance of DNR's written commitment to make selected property (properties) available to the Trustees for natural resource habitat restoration project purposes.

B. Establishment of Restoration Project Trust Fund

Pursuant to Section V.B.1 below, the Trustees shall establish the Restoration Project Trust Fund. The Parties recognize that the Restoration Project Trust Fund may consist of more than one account, in accordance with applicable law, and that such determination will be made as soon as possible after the effective date of this Agreement and communicated in writing to the Companies in accordance with Section V.B.2 below.

1. Establishment of Account. Within ten (10) working days of the effective date of the Consent Decree, the Trustees shall use their best efforts to establish the Commencement Bay Restoration Project Trust Fund (which Fund may consist of more than one account) for the Trustees' use to fund a restoration project (or projects) in the Commencement Bay environment and to provide an initial short-term means of enhancing the Trustees' institutional capability to work with the Companies and other interested entities in protecting the Commencement Bay environment and discharging the Companies' CERCLA liability for past St. Paul Waterway Problem Area near-shore natural resource damages. The location of the account or accounts shall be established by the Trustees and identified to the Companies in writing.

2. Funding Mechanism. The Companies, as provided for in Section V.A.1 above, shall contribute FIVE HUNDRED THOUSAND AND NO/100S DOLLARS (\$500,000) to fund the Restoration Project Trust Fund. The FIVE HUNDRED THOUSAND AND NO/100S DOLLARS (\$500,000) shall be paid to the Trustees within ten (10) working days after the Trustees provide the Companies with written notice of the establishment of the Restoration Project Trust Fund Account and other relevant and necessary information. The Companies shall deliver certified or cashier's check or checks payable to the account or accounts established by the Trustees. The Companies shall be obligated to make the payment(s) required under this Section and under Sections V.C.2(a) or (b) below within ten (10) working days after the Trustees have provided written notification to the Companies of the identification of such account(s) and instructions for drafting of such checks. The principal amount of the Restoration Project Trust Fund is to be used for the sole purpose of implementing a habitat restoration project or projects in the Commencement Bay environment. The Companies also wish to utilize this process to obtain appropriate public recognition of their efforts toward restoration of habitat and other natural resources in the Commencement Bay environment, and the initial funding provided by the Companies may be augmented by future PRP contributions. As further defined in the Funding and Participation Agreement, it is anticipated that the Trustees and Companies will meet regularly to discuss work to be performed in the Commencement Bay environment.

3. Trustees' Use. The Restoration Project Trust Fund shall be utilized by the Trustees in their sole discretion as follows: the Trustees may use any interest earned on the principal amount in trust fund for the purposes set forth in Section V.B.3(a) -below; and the Trustees in their sole discretion may invade and allocate some or all of the interest earned and shall use all of the principal of the trust fund at any time for the purposes set forth

in Section V.B.3(b) below. Such discretionary allocation by the Trustees shall not obligate the Companies to make additional contributions to the Restoration Trust Fund.

(a) The Trustees may establish either a temporary or permanent full or part time professional position to work for the Trustees and further the work of the Trustees in the Commencement Bay environment.

(b) The Trustees shall establish one or more natural resource restoration projects in the Commencement Bay environment. It is the intent of the Trustees that the restoration project or projects be developed under an MOA or cooperative agreement between the Trustees and Companies (which may include DNR). The restoration project(s) shall be selected from among a range of alternatives identified by the Trustees in consultation with the Companies. This process may involve other interested entities, e.g. EPA, Corps of Engineers, in order to ensure that the restoration project(s) will enhance the natural resources of the Commencement Bay environment. If after good faith negotiations the Parties are unable to agree, The Trustees reserve the right to proceed with restoration project(s).

C. Payment of Trustee Response Costs

1. Purpose. Reimburse the Trustees for their past and future governmental response/oversight costs associated with the near-shore St. Paul Waterway Problem Area natural resource damages claim.

2. Funding Mechanism.

(a) Past Costs. The Companies shall deliver ONE HUNDRED THOUSAND AND NO/100S DOLLARS (\$100,000) in certified or cashier's checks, as provided for by Section V.A.1 and Section V.B.2 above, to the entity identified in writing by the Trustees to reimburse the Trustees for their Near-shore/Tideflats St. Paul Waterway Problem Area Natural Resource Damage Claim governmental response/oversight costs incurred through entry of the Consent Decree (Past Costs). The Trustees in their sole discretion shall allocate this payment among Trustees for reimbursement of such Trustees' past governmental response/oversight costs. If the Trustees find that they have incurred Past Costs in an amount greater than \$100,000, they may, in their sole discretion, seek such Past Costs from other potentially responsible parties which have not signed

this Agreement, and by entering into this Agreement do not waive any rights against such parties. If the Trustees find that they have incurred Past Costs in an amount less than \$100,000, the unused portion of the Past Costs shall be allocated to future governmental response/oversight costs with respect to the St. Paul Waterway Problem Area, and shall be in addition to the SEVENTY-FIVE THOUSAND AND NO/100S DOLLARS (\$75,000.00) in future costs set forth in Section V.C.2(b)(i) below.

(b) Future Costs. The Companies shall reimburse the Trustees by certified or cashier's checks, as provided for by Section V.B.2 above, to the entity identified in writing by the Trustees for the Trustees' future governmental response/oversight costs for natural resource damages claims with respect to the St. Paul Waterway Problem Area incurred after entry of the Consent Decree (Future Costs) up to a total amount of SEVENTY-FIVE THOUSAND AND NO/100S DOLLARS (\$75,000). The Trustees shall submit written requests for reimbursement of Future Costs on a semiannual basis, with the first such request to be submitted six (6) months after the effective date of this Agreement and thereafter at six (6) month intervals, until the Companies have paid a total of \$75,000. Allocation of the Trustees' future governmental response/oversight costs will be at the discretion of the Trustees.

(c) Total Cost. Total cost to the Companies for the Trustees' Past Costs and the Trustees' Future Costs shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100S DOLLARS (\$175,000), payable by the Companies as specified above.

D. Trustee Accounting

The Trustees agree to implement an accounting mechanism to track expenditures from the Restoration Project Trust Fund using the "EPA Guidance for Federal Agencies on Superfund Financial Management and Recordkeeping" (EPA/220/M-89/001, January 1989), to the extent that the EPA Guidance is consistent with the Trustees' respective accounting practices. Bimonthly accounting reports will be available for inspection by the Companies and other PRPs and members of the public.

E. Commencement Bay-wide Natural Resource Assessment

1. Participation. The Companies have requested an opportunity to participate in the ongoing Commencement Bay-wide Natural

Resource Assessment to be undertaken by the Trustees. The Trustees support this concept and all parties understand that the potential CERCLA liability of the Companies and DNR for Commencement Bay-wide natural resource damages is not addressed by this Agreement and is specifically excluded from the scope of the covenant not to sue in the foregoing Consent Decree. No party to this Agreement waives any defense or remedy they may have regarding the Bay-wide Assessment and natural resource damages.

2. Purpose. The Trustees shall conduct a Commencement Bay-wide Natural Resource Assessment as is further described in Section V.E.3 below.

3. Mechanism. A Funding and Participation Agreement for the Commencement Bay-wide Natural Resource Damage Assessment (Funding and Participation Agreement) has been executed concurrently with this Agreement by the Trustees, DNR and the Companies, a copy of which is attached as Enclosure No. 1. The Funding and Participation Agreement provides for the establishment of a Commencement Bay Natural Resource Trust Account (NRT Account) for the purpose of partially funding future damage assessment activities conducted by Trustees in Commencement Bay. The Funding and Participation Agreement is independent of the Consent Decree and the settlement of natural resource damages with respect to the St. Paul Waterway Area. Participation by the Companies and DNR is defined by the Funding and Participation Agreement and is not governed by the terms and conditions of the Consent Decree except as specifically provided for in that Agreement.

VI. TOLLING OF TIME LIMITATIONS

Any time limitations set forth in Section 113(g) of CERCLA, as amended, 42 U.S.C. 9613(g), respecting claims for natural resource damages against the Companies or DNR or any other time limitations for the filing of natural resource damage claims against the Companies or DNR under any other applicable federal, state or tribal law, are tolled in their entirety until one hundred forty-five (145) days after the expiration of this Agreement. This provision does not apply to any claims for natural resource damages that are presently barred by the applicable statutes of limitations or other law as of the effective date of this Agreement.

VII. TEMPORARY STAY ON TRUSTEE ENFORCEMENT

For a period of nine (9) months, commencing on October 1, 1990 and except as provided for herein, the Trustees agree that they will not issue notice letters to any person or other entity with respect to natural resource damage claims of any Trustee for natural resource damages alleged to have occurred within the

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 12

Commencement Bay Nearshore/Tideflats NPL Site. The purpose of this temporary stay period is to allow the Companies, DNR, and any other participating PRPs an opportunity to obtain participation of additional PRPs in the funding of the Plan and Assessment. At the end of the initial nine (9) month period, if the Trustees determine that the Companies have made substantial progress in obtaining such participation and that an additional temporary stay period on notice letters, not to exceed six (6) months, may result in further participation by additional PRPs, the Trustees may in their sole discretion agree to such extension. Furthermore, the Parties shall work together to provide for such further stays as may be appropriate to further the goals and purposes of this Agreement. The Trustees reserve the right to issue notice letters in conjunction with special notice letters issued by EPA under Section 122 of CERCLA, 42 U.S.C. Section 9622, when they deem it necessary to facilitate negotiations with respect to the natural resource damage matters. Additionally, the Trustees agree subsequent to the issuance thereof to provide copies of such notice letters to the Companies.

VIII. COMMUNICATIONS

Written communications among the Parties to this Agreement shall be addressed to their representatives identified below. EPA shall also be provided with all written communications required under this Agreement.

TRUSTEES

State of Washington

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Tom Mumford
Washington Department of Natural Resources
Division of Aquatic Lands
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John Carleton
Washington Department of Wildlife
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St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 13

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Puyallup Tribe of Indians

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Muckleshoot Indian Tribe

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U.S. Department of the Interior

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Don Kane
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St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 14

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St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 15

THE COMPANIES AND DNR

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State of Washington
Department of Natural Resources

Ann Morgan
Manager, Division of Aquatic Lands
Washington Department of Natural Resources
John Cherberg Building, M/S QW-21
Olympia, Washington 98504

Christa L. Thompson
Office of the Attorney General
Highway License Building, 7th floor
Olympia, Washington 98504

IX. GENERAL MATTERS

- A. Except for matters provided for herein, this Agreement in no way affects or relieves the Companies or DNR from their responsibility to comply with, nor does it impair the Trustees' ability to enforce, any applicable federal, state or tribal law, administrative order, regulation, or permit.
- B. It is the intent of the Parties that the clauses of this Agreement are severable, and should any part of this Agreement be declared by a court of competent jurisdiction to be invalid, the other parts of this Agreement shall remain in full force and effect.
- C. All modifications of this Agreement shall be in writing and executed by all the Parties.
- D. This Agreement can be executed in one or more counterparts, all of which will be considered the original document.
- E. The Parties shall not disclose nor seek the disclosure in any state or federal judicial proceeding, except to enforce these Agreements, of settlement and compromise negotiations leading to this Agreement, including Enclosure No. 1, be they between the Parties hereto or between the Trustees and other potentially responsible parties.

X. TERM

The effective date of this Agreement shall be the date on which the Consent Decree is entered by the Court, except as may be otherwise provided for in the Consent Decree. Except for the Funding and Participation Agreement attached hereto as Enclosure No. 1, this Agreement shall terminate in the same manner as the Consent Decree in accordance with Section XXXII thereof. Accordingly, after EPA determines that compliance with "Performance of the Work" (Consent Decree Section VII) is no longer required in order to assure that the sediment remedial action remains protective of human health and the environment, this Agreement shall terminate upon Order of this Court issued pursuant to the Consent Decree. Termination of this Agreement shall not affect the following provisions of the Consent Decree: the "Covenant Not to Sue" (Consent Decree Section XVIII); the "Reservation of Rights" (Consent Decree Section XIX); and the "Effect of Settlement; Contribution Protection" (Consent Decree Section XXI). Termination of this Agreement shall not affect the status of any Funding and Participation Agreement then in existence among the Parties including that attached as Enclosure No. 1.

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 17

XI. PARTIES BOUND

The provisions of this Agreement shall apply to and be binding upon the Parties to this Agreement, their agents, successors and assigns. The undersigned representative of each party certifies that he or she is fully authorized by the party or parties whom he or she represents to enter into this Agreement and to bind that party to it.

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

IN WITNESS WHEREOF, the Parties have signed this Agreement on
the day and year appearing opposite their signatures.

TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND ENR

Champion International

DATED

Simpson Tacoma Kraft Company

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State of Washington
Department of Natural Resources

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St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

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State of Washington

Dec. 10, 1990
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DATED

Muckleshoot Indian Tribe

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National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

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THE COMPANIES AND DNR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

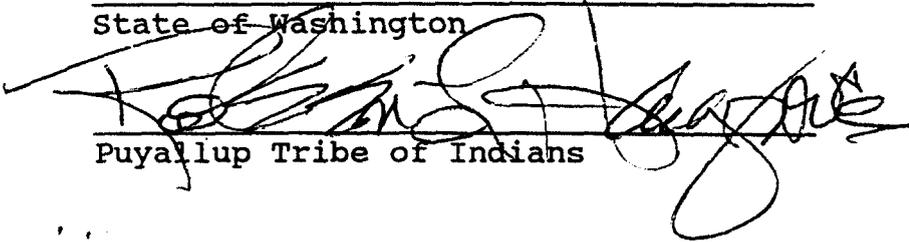
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TRUSTEES

State of Washington

DATED



Puyallup Tribe of Indians

DATED

10-19-90

Muckleshoot Indian Tribe

DATED

National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

DATED

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

IN WITNESS WHEREOF, the Parties have signed this Agreement on
the day and year appearing opposite their signatures.

TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Virginia Cross

Muckleshoot Indian Tribe

3-28-91

DATED

National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND ENR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

DATED

St. Paul Waterway NRD
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October 19, 1990
Page 18

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TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

Charles N. Ever

National Oceanic and
Atmospheric Administration

11/15/90

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

DATED

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TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

National Oceanic and
Atmospheric Administration

DATED

Richard Brown

6-5-91

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND CNR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

DATED

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day and year appearing opposite their signatures.

TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

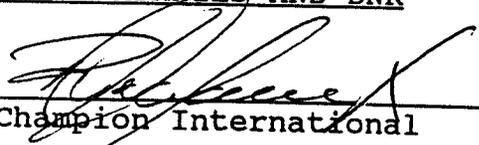
National Oceanic and
Atmospheric Administration

DATED

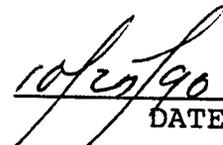
U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR



Champion International



DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

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St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

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TRUSTEES

State of Washington

DATED

Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

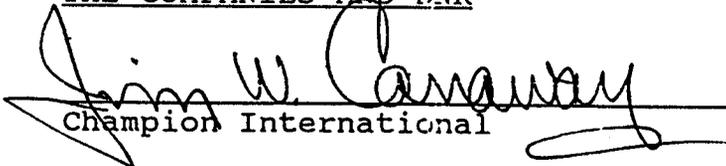
National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR



Champion International

1-7-90

DATED

Simpson Tacoma Kraft Company

DATED

State of Washington
Department of Natural Resources

DATED

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

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TRUSTEES

State of Washington

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Puyallup Tribe of Indians

DATED

Muckleshoot Indian Tribe

DATED

National Oceanic and
Atmospheric Administration

DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR

Champion International

DATED

W


Simpson Tacoma Kraft Company
VICE PRESIDENT & CHIEF FINANCIAL OFFICER

October 24, 1990
DATED

State of Washington
Department of Natural Resources

DATED

St. Paul Waterway NRD
Settlement Agreement
October 19, 1990
Page 18

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State of Washington

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Puyallup Tribe of Indians

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DATED

National Oceanic and
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DATED

U.S. Department of Justice on behalf of
the federal Natural Resource Trustees

DATED

THE COMPANIES AND DNR

Champion International

DATED

Simpson Tacoma Kraft Company

DATED

James N. Stearns

State of Washington
Department of Natural Resources

10-26-90
DATED