

EXHIBIT B
RESTRICTIVE COVENANTS

DECLARATION OF RESTRICTIVE COVENANT

THIS INDENTURE made the 8th day of July, 1980, by and between The Mead Corporation, whose address is: Courthouse Plaza, N.E., Dayton, Ohio 45469, party of the first part; and Howard A. Tanner, Director of the Michigan Department of Natural Resources for and on behalf of the State of Michigan, whose address is: Resource Recovery Division, Region III, Secondary Complex, Box 30028, Lansing, Mi. 48909, party of the second part;

WITNESSETH THAT:

WHEREAS, application for licensure under provisions of 1978, PA 641, 1970 CL 299-401 et seq., for the purpose of conducting, managing, maintaining, or operating a disposal area upon lands situated in the Township of Otsego, County of Allegan, more particularly described as: Parcel 5 All that part of the East one-half (E½) of Section Fifteen (15), Township One (1) North, Range Twelve (12) west described in attached description

REGISTRAR OF DEEDS
ALLEGAN COUNTY, MICHIGAN

Howard A. Tanner

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RESOURCE RECOVERY DIVISION

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DISTRICT 9
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Establish File Dist 9 Grand Rapids State office 350 Ottawa St NW - G.R. 49503

has been properly made; and

WHEREAS, the Director of the Department of Natural Resources will issue such license contemporaneously with the execution of this covenant; and

WHEREAS, 1978 PA 641, supra, Section 16 requires that at the time of licensing of a sanitary landfill, an instrument which imposes a restrictive covenant upon the land involved shall be executed by all the owners of the tract of land upon which the landfill is located and the Director.

NOW THEREFORE, The Mead Corporation, the party of the first part, does for itself, its heirs, successors, lessees, or assigns declare, covenant and agree:

That the lands hereinbefore described have been or will hereafter be used as a sanitary landfill, and that, upon issuance of a license to operate said landfill by the Director of the Department of Natural Resources, neither it, nor its servants, agents, employees, nor any of its heirs, successors, lessees or assigns shall (or shall by their leave or sufferance permit others to) engage in filling, grading, excavating, drilling or mining of the lands and premises above described until 15 years after completion of all landfill activity upon the same, unless written authorization therefor is obtained from the Director of the Department of Natural Resources; and that the State of Michigan or any municipality may in addition to any other remedy available at law bring an action for an injunction or other process against

any person, county, or municipality to restrain or prevent any violation of the restrictive covenant hereby imposed upon the subject premises.

The Director of the Department of Natural Resources does for and on behalf of the State of Michigan covenant and agree to execute, acknowledge, and deliver to the party of the first part, a release of the within restrictive covenant, in suitable form, upon the expiration of the 15 year period provided for herein.

1.
(CORPORATION)

Signed in presence of:
Roger F. Kutscher
Roger F. Kutscher
Michael L. Knapp
Michael L. Knapp

Signed in presence of:
Cindy Salmon
Cindy Salmon
Nancy K. McDowell
Nancy K. McDowell

STATE OF MICHIGAN)
COUNTY OF Allegan)

The foregoing instrument was acknowledged before me this 8th day of July, 1980 by R. A. Davis, Jr. and Roger Kutscher the Michael Knapp of Mead Paperboard Products a Division of the Mead corporation on behalf of the corporation.

BEVERLY COLEGROVE
Notary Public, Allegan County, Michigan
My Commission Expires February 21, 1984

Beverly Colegrove
Notary Public
Allegan County, Michigan
My Commission Expires 2/21/84

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on this 25th day of July, 1980, by Fred B. Kellow, Director of the Department of Natural Resources, on behalf of the State of Michigan.

JANICE M. FERGUSON
Notary Public, Ingham County, Mich.
My Comm. Expires March 5, 1984

Janice M. Ferguson
Notary Public
Ingham County, Michigan
My Commission Expires

When recorded, return to:

State of Michigan
DNR-Resource Recovery Division
Box 3002B
Lansing, Michigan 48909

*TYPE OR PRINT NAME UNDER SIGNATURE

ONE OF THE FOLLOWING TYPES MUST BE CHECKED BY THE APPLICANT. PLEASE PRINT THE TYPE OF ORGANIZATION.
A-Corporation
B-Partnership
C-Individual

Signed
R.A. Davis, Jr.
R.A. Davis, Jr. GRANTOR
by Mead Paperboard Products
its Mill Manager

STATE OF MICHIGAN
Fred B. Kellow
Fred B. Kellow, Chief, Resource Recovery
Director of the Department of (on behalf of)
Natural Resources for the
State of Michigan

COUNTY OF ALLEGAN
STATE OF MICHIGAN

Legal Description

Parcel 5

All that part of the East one-half (E 1/2) of Section Fifteen (15), Township One (1) North, Range Twelve (12) West described as follows:

Beginning at a point in the center line of River Street as now laid out and existing in the City of Otsego, Allegan County, Michigan at a point where the East one-eighth (E 1/8) line of Section Fifteen (15) intersects the center line of said River Street; thence North parallel to the East line of said Section Fifteen (15) to a concrete monument on the North line of said River Street; thence continuing North on said parallel line a distance of One Thousand One Hundred Fifty-three (1,153) feet more or less to a concrete monument on the Southwesterly line of the New York Central Railroad right of way; thence Northwesterly along said Southwesterly line of the Railroad right of way to the West line of said East one-half (E 1/2) of said Section Fifteen (15); thence South along said West line a distance of One Thousand One Hundred Sixty-seven and Six tenths (1,167.6) feet more or less to a concrete monument distant Two Thousand Six Hundred Forty (2,640) feet North of the center line of said River Street; thence Northeasterly parallel to said River Street Five Hundred Forty-three (543) feet more or less to a concrete monument distant Sixty-six (66) feet from said Southwesterly Railroad right of way line, measured at right angles to said right of way; thence Southwesterly parallel to said railroad right of way Two Hundred Thirty-four and Seven tenths (234.7) feet more or less to a concrete monument distant Eighty Six and Four tenths (86.4) feet North of the East and West quarter line of said Section Fifteen (15); thence South parallel with the West line of said East one half (E 1/2) of said Section Fifteen (15) Two Thousand Four Hundred Fifty-nine and Seven tenths (2,459.7) feet more or less to a concrete monument on the Northerly line of said River Street; thence South parallel with the West line of said East one half (E 1/2) of said Section Fifteen (15) to the center line of said River Street; thence Easterly along the center line of said River Street to point of beginning.



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STATE OF MICHIGAN ALLEGAN COUNTY RECORDED
7 FEB 2003 8:38:39 AM
JOYCE A. WATTS REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANT

THIS INDENTURE made the 11th day of November, 2002, by and between Rock-Tenn Company Mill Division, Inc., a Tennessee corporation ("Owner"), whose address is 431 Helen Avenue, Otsego, Michigan 49078, and the Director of the Michigan Department of Environmental Quality for and on behalf of the State of Michigan, whose address is Constitution Hall, Sixth Floor, South Tower, 525 West Allegan, Lansing, Michigan 48933.

WHEREAS, application has been made by Owner for a site-specific designation of inertness under provisions of Part 115, for the purpose of placing, managing, maintaining, and closing in-place wastewater sludge and solids generated by the paper making processes and wastewater treatment in lagoons upon land situated in the City of Otsego, Township of Otsego, and County of Allegan. The legal description of the land upon which this restrictive covenant is imposed is set forth in Exhibit A and referred to as the "Property." Exhibit B contains a map depicting the following:

- i) the boundary of the property owned by Owner as of the date of execution of this restrictive covenant within which the restricted Property exists.
- ii) the boundary of the Property upon which this restrictive covenant is imposed, and has been properly made by Owner.

WHEREAS, Part 115, R 299.4116, requires that, at the time of issuance of a site-specific designation of inertness, an instrument which imposes a restrictive covenant upon the land involved shall be executed by all the owners of the tract of land upon which the inert materials are placed, managed, maintained, and closed in-place.

NOW, THEREFORE, Owner declares, covenants, and agrees:

- 1. That the Property contains and will hereafter contain wastewater sludge and solids, and that Owner shall not engage in filling, grading, excavating, developing a drinking water well, drilling, or mining on the Property in a manner that would threaten or breach the integrity of the cover which is placed over the wastewater sludges and solids, unless written authorization therefore is obtained from the Director of the Department of Environmental Quality. The State of Michigan or any municipality may, in addition to

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any other remedy available at law, bring an action for an injunction or other process against any person, county, or municipality to restrain or prevent any violation of the restrictive covenant hereby imposed upon the Property.

- 2. The Owner shall not drink or otherwise use the groundwater underlying the Property for any purposes without the approval of the Michigan Department of Environmental Quality until it is shown from groundwater sampling that no hazardous substances in the groundwater to be used exceed any applicable unrestricted criteria for that use. The Owner shall not install, maintain, or use any well on the Property for potable purposes. Nothing in this restrictive covenant prohibits the installation, maintenance, or use of any wells used for monitoring groundwater quality or for any other environmental response action.
- 3. This restrictive covenant runs with the land and shall be binding upon lessees of the Owner and upon all future owners, lessees, and their successors, licensees, and assigns.
- 4. This restrictive covenant may be terminated by the Owner if the Owner obtains the approval of the Michigan Department of Environmental Quality to do so based on an evaluation that the restrictions are no longer needed under applicable environmental laws.

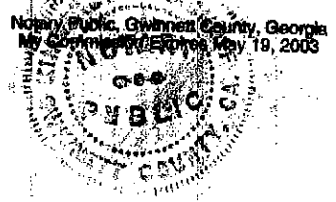
ROCK-TENN COMPANY MILL DIVISION, INC.

By: Thomas H. King BAH
CRJ
Its: Vice President

STATE OF GEORGIA)
) ss:
COUNTY OF WINNETT

The foregoing instrument was acknowledged before me this 11th day of November, 2002, by Thomas H. King, the Vice President of Rock-Tenn Company Mill Division, Inc., a Tennessee corporation.

Kimberly L. Archoff
Notary Public, WINNETT County, GA
My commission expires: 5/19/03



**EXHIBIT A**

Legal Description of Property

ALL THAT TRACT OR PARCEL OF LAND lying and being located in the east one-half of Section 15 and the east one-half of Section 22, Town 1 North, Range 12 West, City of Otsego, Township of Otsego, Michigan, and being more particularly described as follows:

BEGINNING at the south 1/4 post of Section 15 located on the north and south 1/4 line of Section 15, the same being the north 1/4 post of Section 22; thence run along said north and south 1/4 line of said Section 15, North 00°03'01" East a distance of 165.17 feet to a point located at the intersection of the centerline of River Street with the north and south 1/4 line of said Section; thence leaving said north and south 1/4 line of said Section, run along the centerline of River Street (having a 66-foot right-of-way width) North 76°47'33" East a distance of 660.00 feet to a point; thence due South to the edge of the Kalamazoo River a distance of 800 feet, more or less; thence South 73°57'40" West a distance of 138.34 feet to a point; thence South 87°31'28" West a distance of 154.89 feet to a point; thence North 73°47'37" West a distance of 266.96 feet to a point; thence North 65°02'21" West a distance of 104.36 feet to a point, said point being the "Traverse Line Termination Point"); thence run North 00°34'11" West a distance of 382.00 feet along said north and south 1/4 line of Section 22 to a point located at the north 1/4 post of Section 22, said point being the POINT OF BEGINNING.

EXHIBIT B

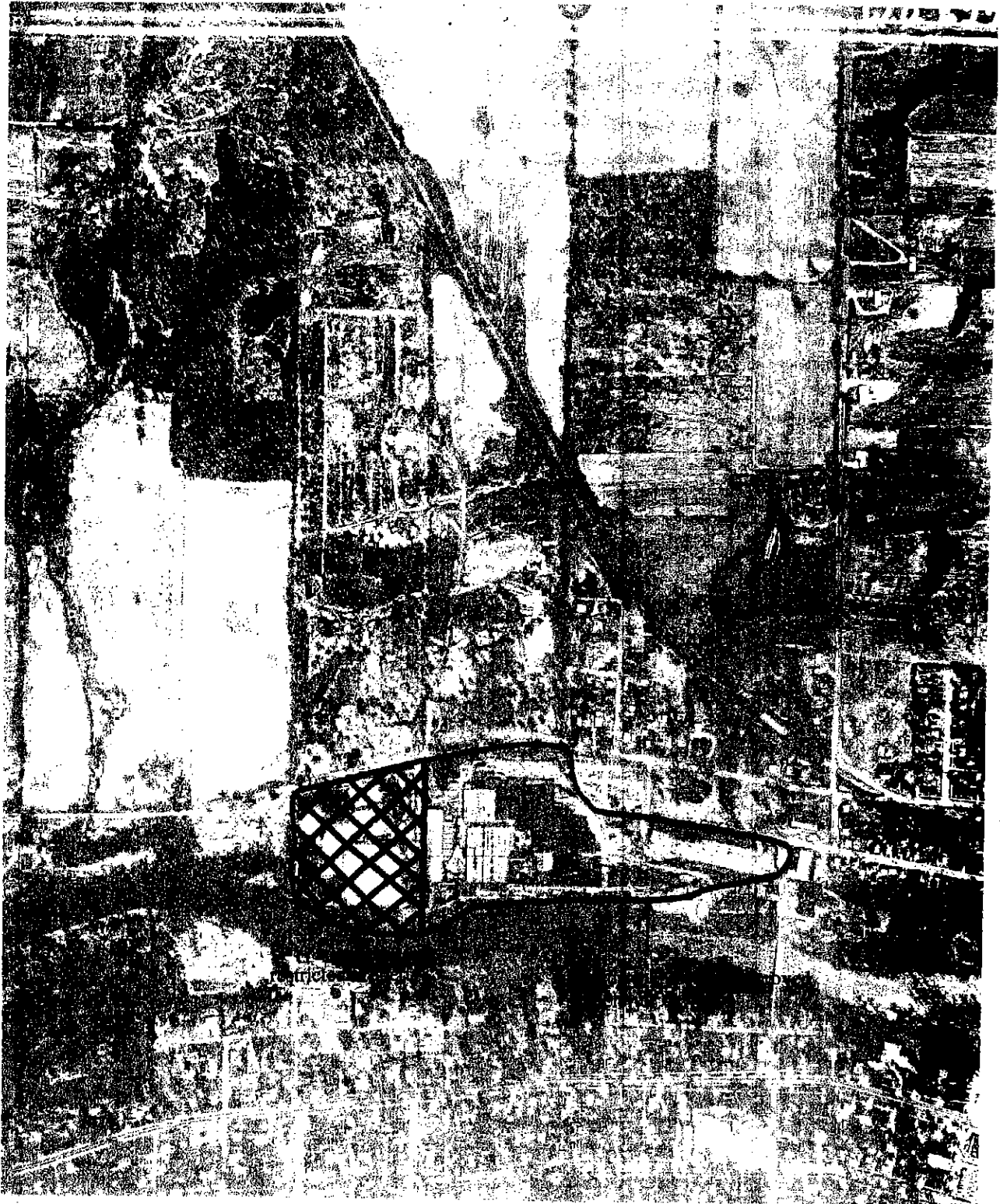
Map Depicting Boundaries



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