



DuPont Weyerhaeuser
Parcel 1 & 2
Restrictive Covenant

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

November 15, 1999

The Honorable Willard Shenkel, Mayor
City of DuPont
303 Barksdale Avenue
DuPont, WA 98327-9002

Dear Mayor Shenkel:

Re: Declaration of Restrictive Covenant

Enclosed please find a copy of the Declaration of Restrictive Covenant for the former DuPont Works cleanup site. I just received my copy on November 12th. This restrictive covenant covers both Parcel 1 and Parcel 2 and describes the restrictions on the use of those two properties and was filed with Pierce County on October 29, 1999. The restrictive covenant, in item number 2 on page two, says the following:

“Parcel Two and, as shown on the map attached as Exhibit B, the Portion of Parcel One north of Sequelitchew Creek, shall be developed and used only for industrial purposes. In no event shall any of the Property be developed or used for any of the following activities: residential uses, schools, daycare’s, or parks, or recreational uses; provided that golf courses and related amenities shall be allowed on Parcel One.”

There is also a restrictive covenant on Parcel Two, which was filed with Pierce County on December 23, 1997. In case you do not have a copy, I have included one for the City’s files. You will find two copies actually. One has the Pierce County date stamp and identification numbers on it and the other copy is a cleaner/larger print version without the Pierce County stamps on it. The text is the same in both versions.

I have Dennis Clarke as a “cc” on this letter and included copies for him also. Please share this letter and the restrictive covenants with whoever else in the City needs to know this information. The DuPont City Council? The City Planning Agency?

Mayor Shenkel
November 15, 1999
Page 2

If you have any questions regarding this letter or the enclosed restrictive covenants, please give me a telephone call at (360) 407-6262.

Sincerely,

Mike Blum

Mike Blum
Toxics Cleanup Program
Southwest Regional Office

Enclosures

cc: Dennis Clarke, City of DuPont
Vern Moore, Weyerhaeuser Company
Izzy Zanikos, DuPont Company
Jeff King, West Shores Corporation
Trish Akana, Ecology (*Keeper of the Restrictive Covenants*)
Ecology's Weyerhaeuser/DuPont Project Team

Received 11/12/99
M. Bleum
Ecology

Return Address

Weyerhaeuser Company
P. O. Box 100
DuPont, WA 98327
Attn: Vern Moore

Please print or type information.

<p>Document Title(s) (or transactions contained therein):</p> <ol style="list-style-type: none">1. Declaration of Restrictive Covenant2.3.
<p>Grantor(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none">1. Weyerhaeuser Company2. Weyerhaeuser Real Estate Company3.4. <input type="checkbox"/> Additional Names on Page _____ of Document.
<p>Grantee(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none">1. The Public2.3.4. <input type="checkbox"/> Additional Names on Page _____ of Document.
<p>Legal Description (abbreviated: <i>i.e.</i>, lot, block, plat or section, township, range) Portions of Sections 22, 23, 26, and 27, Township 19 North, Range 1 East, W.M. Pierce County, Washington</p> <p>Full Legal Description on Pages 5-7 of Document.</p>
<p>Reference Number(s) of Documents Assigned or Released:</p> <p>N/A</p> <p><input type="checkbox"/> Additional Reference Numbers on Page _____ of Document.</p>
<p>Assessor's Property Tax Parcel/Account Number 01-19-22-3002; 01-19-26-2004; 01-19-26-3007; 01-19-27-1001; 01-19-23-3005; 01-19-26-2005; 01-19-22-3001</p>
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

9910290750

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made this 26th day of October, 1999, by Weyerhaeuser Company and by Weyerhaeuser Real Estate Company, the fee title owners of the real property described below (collectively, the "Owners").

1. Property. The collective real property located in DuPont, Washington, legally described on Exhibit A, and commonly referred to as "Parcel One" and "Parcel Two" of the "Former DuPont Works Site," is the subject of remedial action under the Washington Model Toxics Control Act, Chapter 70.105D RCW (the "Property"). Remedial action is currently in process on Parcel One and has been completed on Parcel Two, and is described in the Consent Decree entered in State of Washington v. Weyerhaeuser Co., Inc. and DuPont Co., Inc., Thurston County Cause No. 91-2-01073-1.

2. Restrictions on Use. Parcel Two and, as shown on the map attached as Exhibit B, the Portion of Parcel One north of Sequelitchew Creek, shall be developed and used only for industrial uses. In no event shall any of the Property be developed or used for any of the following activities: residential uses, schools, daycares, or parks, or recreational uses; provided that golf courses and related amenities shall be allowed on Parcel One.

3. Reservation of Rights. The Owners reserve unto themselves, and their successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions and rights granted in this Restrictive Covenant.

4. No Public Access. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

5. Run with the Land. To the extent that this instrument is construed as a restrictive covenant, it shall run with the land, and shall be binding on the Owners, their successors and assigns, of all or any portion of the Property, without whose consent it cannot be released, modified or amended.

6. Easement in Gross. To the extent that this instrument creates a negative easement, it shall be construed as an easement in gross, for the sole benefit of Weyerhaeuser Company and Weyerhaeuser Real Estate Company, without whose consent it cannot be released, modified or amended.

7. Enforcement. Weyerhaeuser Company, Weyerhaeuser Real Estate Company, and any other fee title holder to all or any portion of the Property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions imposed by the provisions of this Restrictive Covenant. Should Weyerhaeuser Company, Weyerhaeuser Real Estate Company, or any other fee title holder employ legal counsel to enforce this Restrictive Covenant, all costs incurred in such enforcement, including a reasonable fee for legal counsel, shall be paid by the Owner found to be in violation of this document.

8. Severability. Invalidation of any provision or application of a provision of this Restrictive Covenant by any court shall not affect any other provisions or applications.

9. Interpretation. The singular may also include the plural and the masculine may include the feminine, or visa versa, where the context so admits or requires. Captions are included for convenience only.

WEYERHAEUSER COMPANY

WEYERHAEUSER REAL ESTATE COMPANY

By: Robert A. Dowdy
Vice President and General Counsel
(name printed or typed)

By: Thomas B. Miller
Thomas B. Miller

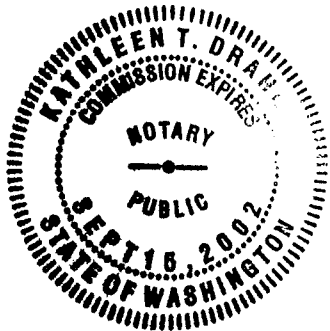
Its: _____
Dated: 10/26/99

Its: Vice President
Dated: 10/10/99

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that Robert A. Dowdy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of WEYERHAEUSER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26th day of October, 1999.

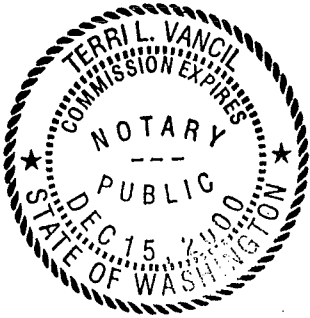


Kathleen T. Drabos
Kathleen T. Drabos
(Type/Print Name above)
Notary Public in and for the State of Washington, residing at Orting
My appointment expires: Sept. 15th, 2002

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that THOMAS B. MILLER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of WEYERHAEUSER REAL ESTATE COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10 day of October, 1999.



Terri L. Vancil

Terri L. Vancil

(Type/Print Name above)

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

My appointment expires: 12/15/00

**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE COVENANT**

**LEGAL DESCRIPTION FOR
CONSENT AREA (PARCEL 1)**

That portion of the South half of Section 22 AND that portion of the West half of Section 26 AND that portion of Section 27, ALL in Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 26, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, N 01°47'39" E, 2635.01 feet to the Northwest corner of said Section, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, S 01°47'39" W, 554.70 feet to the TRUE POINT OF BEGINNING;

THENCE S 88°47'08" E, 1504.71 feet;

THENCE S 33°00'19" E, 901.00 feet;

THENCE S 01°40'37" W, 1140.43 feet;

THENCE S 39°35'03" W, 1290.96 feet to an existing 7 foot high chain link fence with barb wire atop;

THENCE along said fence line, the following bearings and distances:

S 54°01'26" W, 1898.35 feet;

N 82°31'10" W, 1797.29 feet;

N 68°34'59" W, 3235.77 feet;

N 02°55'12" W, 203.54 feet;

N 14°26'10" E, 386.38 feet;

N 16°58'22" E, 557.84 feet;

N 22°03'49" E, 1918.07 feet;

N 30°51'26" E, 610.41 feet;
N 60° 43'57" E, 203.50 feet;
N 45°11'21" E, 1390.65 feet;
N 35°14'28" E, 45.20 feet;
N 12°10'36" E, 20.58 feet;

THENCE N 44°40'54" E, 20.34 feet to a point on the Southerly monumented line of Sequelitchew Creek as shown on that Record of Survey by ESM, Inc. as filed under Recording No. 8907170351, Records of Pierce County, Washington.

THENCE along said monumented line, the following bearings and distances:

N 44°40'54" E, 70.26 feet;
S 53°19'01" E, 95.14 feet;
S 72°27'15" E, 108.17 feet;
S 73°26'19" E, 170.31 feet;
S 09°01'31" E, 75.90 feet;
S 59°28'35" E, 86.92 feet;
N 27°03'38" E, 55.73 feet;
S 56°01'12" E, 77.30 feet;
S 42°37'43" E, 145.44 feet;
S 46°02'34" E, 265.02 feet;
S 55°18'22" E, 186.10 feet;

THENCE leaving said monument line, S 76°12'57" E, 188.49 feet;

THENCE N 52°52'30" E, 75.60 feet;

THENCE N 80°48'55" E, 77.99 feet;

THENCE S 75°01'48" E, 55.61 feet;

THENCE S 81°24'05" E, 39.01 feet;

THENCE S 22°37'33" E, 83.02 feet to said monumented line of Sequelitchew Creek;

THENCE along said monumented line, the following the bearings and distances:

S 61°16'46" E, 243.97 feet;

S 50°59'49" E, 193.72 feet;

S 35°32'26" E, 215.85 feet;

S 26°05'39" E, 165.29 feet;

S 36°52'17" E, 143.38 feet;

S 20°09'56" E, 96.99 feet;

S 15°40'54" E, 191.12 feet;

S 33°57'49" E, 65.28 feet;

S 35°33'50" E, 126.48 feet;

S 44°41'41" E, 147.28 feet;

S 54°34'32" E, 70.01 feet;

THENCE leaving said monumented line and running, S 88°47'08" E, 240.62 feet to the TRUE POINT OF BEGINNING.

Containing 636.183 acres (27,712,128 square feet), more or less.

LEGAL DESCRIPTION FOR CONSENT AREA (PARCEL 2)

That portion of the Southeast quarter of Section 22 AND that portion of the South half of Section 23 AND that portion of the North half of Section 26 AND that portion of the Northeast quarter of Section 27, ALL in Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 26, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, N 01°47'39" E, 2635.01 feet to the Northwest quarter of said Section, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, S 01°47'39" W, 554.70 feet;

THENCE S 88°47'08" E, 65.36 feet to the TRUE POINT OF BEGINNING;
THENCE continuing S 88°47'08" E, 1439.35 feet;
THENCE S 33°00'19" E, 543.91 feet;
THENCE N 87°59'15" E, 833.12 feet to the Westerly margin of the Puget Sound Power and Light Company Easement;
THENCE along said Westerly margin, N 01°40'37" E, 957.55 feet;
THENCE continuing along said Westerly margin, N 02°06'15" E, 1275.17 feet to an angle point on said easement;
THENCE along the Northerly extension of said Westerly margin N 02°06'15" E, 298.36 feet to an existing 7 foot high chain link fence with barb wire atop;
THENCE along said fence line, N 86°38'04" W, 549.37 feet;
THENCE N 00°00'00" W, 78.68 feet;
THENCE S 90°00'00" W, 262.85 feet;
THENCE N 00°00'00" W, 397.09 feet;
THENCE S 90°00'00" W, 970.32 feet;
THENCE N 00°00'00" W, 438.74 feet;
THENCE S 90°00'00" W 286.79 feet;
THENCE S 00°00'00" E, 226.33 feet;
THENCE S 90°00'0" W, 231.85 feet;
THENCE S 00°00'00" E. 249.16 feet;
THENCE S 89°50'39" W. 1734.93 feet;
THENCE N 00°00'00" W, 258.53 feet;
THENCE S 90°00'00" W, 264.30 feet;
THENCE S 00°00'00" E, 511.38 feet;
THENCE N 90°00'00" E, 261.44 feet;
THENCE S 00°00'00" E, 239.63 feet;

THENCE N 90°00'00" E, 223.81 feet;

THENCE S 00°00'00" E, 252.97 feet;

THENCE N 90°00'00" E, 238.20 feet;

THENCE S 00°00'00" E, 266.87 feet;

THENCE N 90°00'00" E, 300.47 feet;

THENCE S 00°00'00" E, 496.73 feet;

THENCE N 90°00'00" E, 230.46 feet;

THENCE S 00°00'00" E, 224.71 feet;

THENCE N 90°00'00" E, 207.44 feet;

THENCE S 00°00'00" E, 673.76 feet;

THENCE N 90°00'00" E, 134.26 feet to the monumented line of Sequatchew Creek per that Record of Survey by ESM, Inc. as filed under Recording No. 8907170351, Records of Pierce County, Washington;

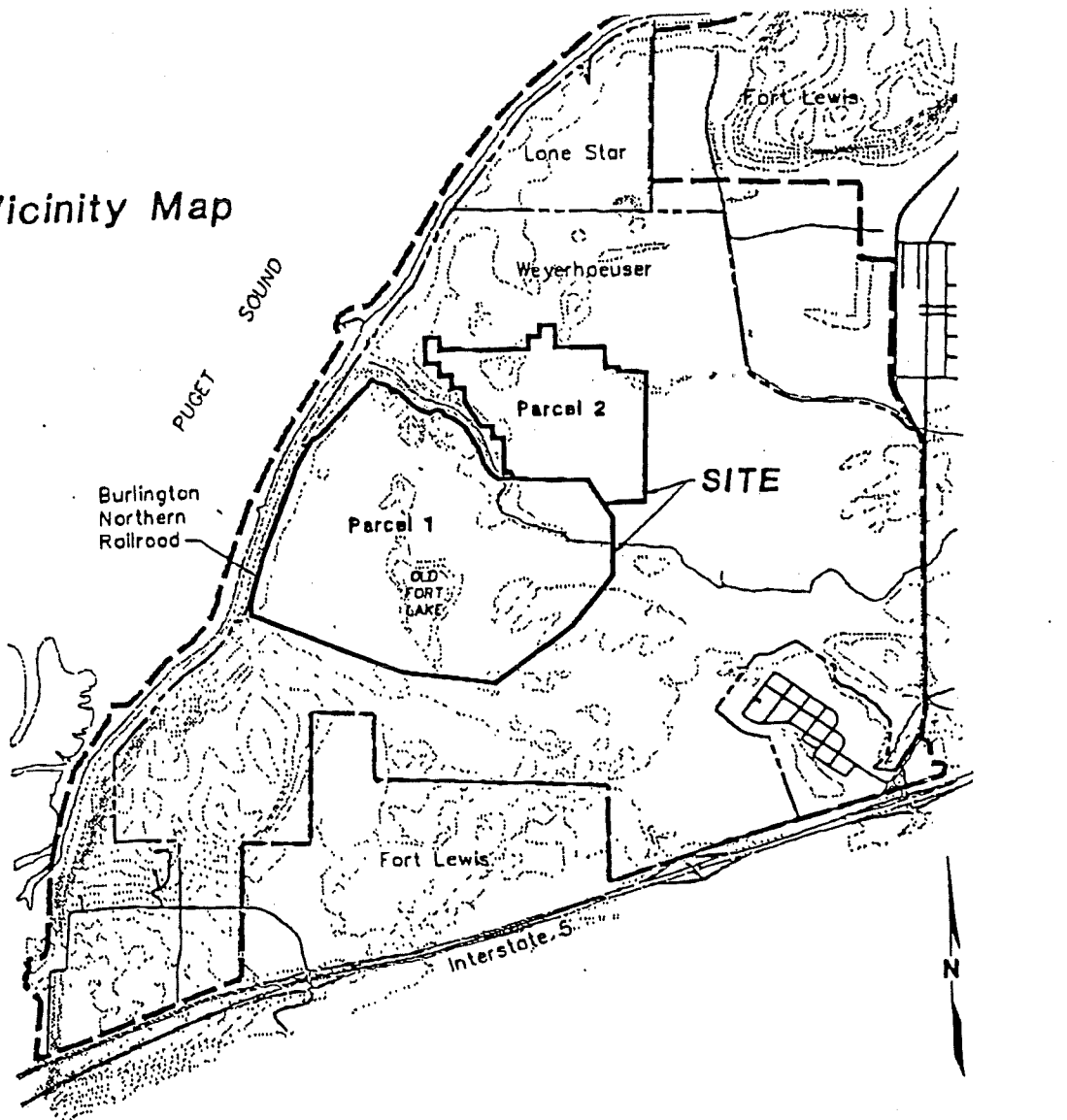
THENCE along said monumented line, S 20°43'37" E, 140.33 feet to the TRUE POINT OF BEGINNING.

Containing 205.100 acres (8,934,137 S.F.), more or less.

See attached Exhibit "B".

EXHIBIT B

Vicinity Map



0 3000 6000
Scale in Feet

- Property Boundaries
- City of Dupont City Limits

TRISH:

Restrictive Covenant
Weyerhaeuser-DuPont
Parcel #2

Mike Blum
8/23/99

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To Geneva	From TRV	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

9712230865

BK1428PG3399

After Recording Return To:
Terr L. Vancil
Weyerhaeuser Real Estate Company
WRE 1-1
P.O. Box 2999
Tacoma, WA 98477-2999

97 DEC 23 PH 3:59

RECORDED
CATHY PEARSON-SIMPSON
AUDITOR PIERCE CO. WASH

Document Title(s) (or transactions contained therein):	
1.	Declaration of Restrictive Covenant
2.	
3.	
4.	
Grantor(s) Name (last, first, and initials):	
1.	Weyerhaeuser Real Estate Company
2.	
3.	
4.	
5.	<input type="checkbox"/> Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials):	
1.	The Public
2.	
3.	
4.	<input type="checkbox"/> Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range)	
A portion of the Southeast quarter of Section 28 AND a portion of the South half of Section 28 AND a portion of the North half of Section 28 AND a portion of the Northeast quarter of Section 27, ALL in Township 19 North, Range 1 East, W.M. City of DuPont, County of Pierce, State of Washington.	
Legal Description is on pages 7 and 8 of Document.	
Reference Number(s) of Documents Assigned or Released:	
1.	None
2.	
3.	
4.	<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s)	
a portion of	01-19-28-4-008
	01-19-28-4-006
	01-19-28-4-001

TRANS
97 DEC 23 1999

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9712230865

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JUL 30 '99 07:14 FR NW LANDING

253 964 2326 TO FIELD OFC FAX P.02/08

BK1428PG3400

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made this ____ day of December, 1997, by the Weyerhaeuser Real Estate Company ("Weyerhaeuser") the fee title owner of the real property herein described, in favor of the State of Washington, Department of Ecology ("Ecology").

The property that is the subject of this Restrictive Covenant was the subject of remedial action under the Washington Model Toxics Control Act ("MTCA") Chapter 70.105D RCW. This Restrictive Covenant is required by RCW 70.105D.030(1)(g) and WAC 173.340.440 (as amended 1/96) because an "industrial soil" cleanup standard was selected for soils on the site under WAC 173.340.745, resulting in residual concentrations of contaminants which exceed Ecology's residential soil cleanup standards. The remedial action undertaken to clean up the property is described in the Consent Decree entered in State of Washington vs. Weyerhaeuser Co., Inc and DuPont Co., Inc., Pierce County Cause No. 91-2-01073-1 and in a Cleanup Action Plan dated March 4, 1997. The Cleanup Action Plan is on file and available for inspection at the Washington State Department of Ecology, Toxics Cleanup Program, P.O. Box 47775, Olympia, WA 98504-7775.

The property, known as the "Former DuPont Works Site" ("Property") is an 841-acre parcel of real property located in Pierce County, more particularly described in Exhibit A attached hereto and made a part hereof. The property is divided into two separate parcels identified as Parcel 1 and 2, Parcel 2 consisting of 205 acres located north of Sequimitchew Creek.

In the Cleanup Action Plan, Ecology selected a "cleanup action" for the Property, which provides for the following actions:

Establishment of Institutional Controls (environmental protection easement and deed restriction) in affected areas to prevent uses of the real property other than traditional industrial uses, such as processing or manufacturing of materials, marine terminal and transportation areas and facilities, fabrication, assembly, treatment or distribution of manufactured products, or storage of bulk materials and other uses permitted on industrial properties by the MTCA;

With the exception of the establishment of institutional controls in affected areas, no further cleanup action is required on Parcel 2. As a result of interim cleanup actions now complete, Parcel 2 soils, surface water and ground water meet cleanup standards for industrial properties under the MTCA, as described in WAC 173.340.

Weyerhaeuser intends to subdivide and sell portions of Parcel 2 only to persons that would use the property for traditional industrial uses. Portions of the property, in the existing condition or after performance of cleanup actions, may meet soil, surface water and ground water cleanup standards under the MTCA for residential and/or commercial properties, and, in such case, Weyerhaeuser or its successors and assigns may elect to apply to Ecology for removal of this Restrictive Covenant for those portions.

DECLARATION OF RESTRICTIVE COVENANT

Page 2

9712230865

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Weyerhaeuser and Ecology have agreed that it is appropriate and necessary to: 1) impose deed restrictions on the Property as a covenant that will run with the land for the purpose of ensuring that uses of the Property will be limited to the traditional industrial uses; 2) grant a right of access to Ecology for the purpose of monitoring and enforcing the industrial use deed restrictions imposed on the Property; and 3) grant a right of access to Ecology for the purpose of reviewing, facilitating and approving or disapproving any application made by Weyerhaeuser and its successors and assigns to remove the industrial use deed restrictions.

Weyerhaeuser makes the following declaration as to limitations, restrictions, and uses to which the Property may put, and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the property owner without adequate and complete provision for the continued observation of this Restrictive Covenant.

It is the purpose of this instrument to give Ecology the right to ensure that the Property will be used only for traditional industrial uses, and to ensure that the property will not be used in a manner that will pose a threat to human health or the environment, and to give Ecology the exclusive right to determine whether and to what extent the deed restriction may be removed from all or any of the Property.

The following covenants, conditions and restrictions apply to the use of the Property, run with the land and are binding on Weyerhaeuser and its successors and assigns.

Section 1. Restrictions on Use. Parcel 2 of the Property shall not be developed or used for any activity other than the traditional industrial uses, as described in RCW 70.105D.020(22), and as defined in and allowed under the City of DuPont zoning regulations and Comprehensive Plan (July 1995) for "industrial" uses.

Section 2. Access. The owner shall allow authorized representatives of Ecology, or of a successor agency, the right to enter the Property at reasonable times for the purpose of:

- a) monitoring and enforcing this restrictive covenant;
- b) verifying data or information submitted to Ecology;
- c) verifying that no action is being taken on the Property in violation of the terms of this instrument; and,
- d) monitoring future investigations or cleanup actions, if any, on the Property performed in connection with a request for modification or termination of deed restrictions, including, without limitation, obtaining split or duplicate samples.

Section 3. Modification or Termination. The owner of the Property and its successors and assigns reserve the right under WAC 173-340-440 to record an instrument

DECLARATION OF RESTRICTIVE COVENANT

Page 3
9712230865

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS MESSAGE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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which provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or of a successor agency. Ecology or its successor may consent to the recording of such an instrument only after public notice and comment. Any application to modify or terminate this restriction shall be submitted to Ecology and shall include soil sampling and analytical data for the real property with respect to which the application is made, and a description of the use of the real property that is planned by the applicant, if such use is other than a traditional industrial use. In making any determination to modify or terminate the deed restrictions with respect to real property for which non-industrial use is planned by the applicant, Ecology shall apply the requirements of MTCA, the MTCA Cleanup Regulation, and the cleanup standards applicable to such uses at Parcel 1.

Section 4. Reserved Rights. Weyerhaeuser reserves unto itself and its successors and assigns all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, and rights granted herein.

Section 5. No Public Access and Use. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

Section 6. Notice Requirement. Weyerhaeuser and its successor, and assigns agree to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A RESTRICTIVE COVENANT, DATED _____, RECORDED IN THE PUBLIC LAND RECORDS ON _____, IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF WASHINGTON.

Within thirty (30) days of the date any instrument conveying a fee title interest is executed, grantor must provide Ecology with a certified true copy of the instrument and, if it has been recorded in the public land records, its recording reference.

Section 7. Enforcement. Ecology shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All reasonable costs and expenses of Ecology, including but not limited to attorney's fees, incurred in any such enforcement action shall be borne by Weyerhaeuser or its successor in interest to the Property. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including the MTCA. Enforcement of the terms of this instrument shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by Ecology of such term or of any subsequent breach of the same or any other term, or of any of the rights of Ecology under this instrument.

Section 8. Waiver of Certain Defenses. Weyerhaeuser hereby waives any defense of laches, estoppel or prescription.

DECLARATION OF RESTRICTIVE COVENANT

Page 4

9712230855

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

JUL 30 '99 07:15 FR NW LANDING

253 964 2326 TO FIELD OFC FAX

P.05/08

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Section 9. Covenants. Weyerhaeuser hereby covenants to Ecology that Weyerhaeuser is the fee simple owner of the Property.

Section 10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and shall be served personally or sent by first class mail postage prepaid, addresses as follows:

To Weyerhaeuser:

V.P. Land Management Division
WRE 1-1
Tacoma, WA 98477-2999

To Ecology:

Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47775
Olympia, WA 98504-7775

Weyerhaeuser Real Estate Company has caused this Declaration of Restrictive Covenant to be signed in its name.

EXECUTED this 30th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

By: Thomas B. Miller
Thomas B. Miller
Vice President

DECLARATION OF RESTRICTIVE COVENANT

Page 5

9712230865

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JUL 30 '99 07:15 FR NW LANDING

253 964 2326 TO FIELD OFC FAX

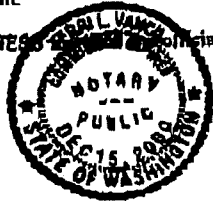
P.06/08

BK 1428PG3604

STATE OF WASHINGTON
County of King

On this 28 day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, known to be the Vice President of Weyerhaeuser Real Estate Company, 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 are authorized to execute said instrument.

WITNESSETH that the official seal hereto affixed the day and year written above.



NOTARY PUBLIC in and for the State of Washington. My commission expires: 12/15/2000
Residing at Blatta

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
By: Mike J. Blum Dated: 12/18/97
Name of Person Acknowledging Receipt: Ecology Permit Manager -
Title: 33-Tonks Cleanup Program

Attachments:
Exhibit A - Legal description of property.

DECLARATION OF RESTRICTIVE COVENANT

Page 6

9712230865

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

JUL 30 '99 07:16 FR NW LANDING

253 964 2326 TO FIELD OFC FAX P.07/08

BK 1428963405

DePout Consent Area

**EXHIBIT A
LEGAL DESCRIPTION
FOR CONSENT AREA (PARCEL 2)**

That portion of the Southeast quarter of Section 22 AND that portion of the South half of Section 23 AND that portion of the North half of Section 26 AND that portion of the Northeast quarter of Section 27, ALL in Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 26, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, N 01°47'39" E, 2635.01 feet to the Northwest quarter of said Section, being a 6" x 6" concrete monument with "X";

THENCE along the West line of said Section, S 01°47'39" W, 554.70 feet;

THENCE S 88°47'08" E, 65.36 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 88°47'18" E, 1439.35 feet;

THENCE S 33°00'19" E, 543.91 feet;

THENCE N 87°59'15" E, 833.12 feet to the Westerly margin of the Puget Sound Power and Light Company Easement;

THENCE along said Westerly margin, N 01°40'37" E, and 957.55 feet;

THENCE continuing along said Westerly margin, N 02°06'15" E, 1275.17 feet to an angle point on said easement;

THENCE along the Northerly extension of said Westerly margin, N 02°06'15" E, 298.36 feet to an existing 7 foot high chain link fence with barb wire atop;

THENCE along said fence line, N 86°38'04" W, and 549.37 feet;

THENCE N 00°00'00" W, 78.68 feet;

THENCE S 90°00'00" W, 262.85 feet;

THENCE N 00°00'00" W, 397.09 feet;

THENCE S 90°00'00" W, 970.32 feet;

THENCE N 00°00'00" W, 438.74 feet;

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BN#428P63406

THENCE S 90°00'00" W, 286.79 feet;
 THENCE S 00°00'00" E, 226.33 feet;
 THENCE S 90°00'00" W, 231.85 feet;
 THENCE S 00°00'00" E, 249.16 feet;
 THENCE S 89°50'39" W, 1734.93 feet;
 THENCE N 00°00'00" W, 258.53 feet;
 THENCE S 90°00'00" W, 264.30 feet;
 THENCE S 00°00'00" E, 511.38 feet;
 THENCE N 90°00'00" E, 261.44 feet;
 THENCE S 00°00'00" E, 239.63 feet;
 THENCE N 90°00'00" E, 223.81 feet;
 THENCE S 00°00'00" E, 252.97 feet;
 THENCE N 90°00'00" E, 238.20 feet;
 THENCE S 00°00'00" E, 266.87 feet;
 THENCE N 90°00'00" E, 300.47 feet;
 THENCE S 00°00'00" E, 496.73 feet;
 THENCE N 90°00'00" E, 230.46 feet;
 THENCE S 00°00'00" E, 224.71 feet;
 THENCE N 90°00'00" E, 207.44 feet;
 THENCE S 00°00'00" E, 673.76 feet;
 THENCE N 90°00'00" E, 134.26 feet to the monumented line of Sequeltohew Creek per
 that Record of Survey by ESM, Inc. as filed under Recording No. 8907170351, Records
 of Pierce County, Washington;
 THENCE along said monumented line, S 20°43'17" E, 140.33 feet to the TRUE POINT
 OF BEGINNING.

Containing 205.100 acres (8,934,137 S.F.), more or less.

9712230865

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**Weyerhaeuser
Real Estate Company**

Northwest Landing
1408 Palisade Boulevard
DuPont, WA 98327

Date: January 7, 1998

**RE: Northwest Landing, DuPont Parcel 2 Consent Area
Conformed Copy of Declaration of Restrictive Covenant**

To: ✓ Michael Blum, State of Washington Department of Ecology
Joe Jackowski, Weyerhaeuser Company
Mark C. Jobson, Attorney General of Washington
Pamela Meitner, Legal Counsel for DuPont Company
Vern Moore, Weyerhaeuser Company
Ralph Palumbo, Summit Law Group
Isidoros J. Zankos, DuPont de Nemours Company

From: Terri Vancil, WRECO at Northwest Landing (253-964-2867)

Enclosed for your files is a copy of the Declaration of Restrictive Covenant which was recorded at the Pierce County Auditor's Office on December 23, 1997 under file number 9712230865. If you have any questions or concerns regarding this, or if additional information is needed, please let me know.