

DEED RECORD - No. 508

PIERCE COUNTY, WASHINGTON

The North West Quarter of the North East Quarter of the South West Quarter of Section Fifteen (15) Township Twenty (20) North Range 4 East, containing 10 acres more or less. Being the same premises previously conveyed to Wilson Van Buren by one Clark.

(Subject to any liens or encumbrances which may have accrued since that certain real estate contract dated Nov. 29, 1922, between the parties hereto.)

Dated this 3rd day of August, 1928.

Alfred A. Lingham
Alice E Lingham (SEAL)

STATE OF WASHINGTON, )
County of Pierce ) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of August, 1928, personally appeared before me Alfred A. Lingham and Alice E. Lingham, his wife, to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same in their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and date above written.
P. M. SNIDER NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES APR. 5, 1929

P. M. Snider
Notary Public in and for the State of Washington, residing at Puyallup, in said County.

Filed and recorded at request of Frank O. Leise August 16, 1928 at 10:08 A. M.

By F. Campbell, Jr., Auditor Pierce Co. Wn. Deputy

914150

For and in consideration of the sum of One (\$1.00) Dollars, the receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to E. I. Dupont de Nemours and Co., and situated in the County of Pierce, State of Washington, and described as follows:

Across the northwest quarter (NW 1/4) of Section thirty-six (36) the northeast quarter (NE 1/4) of Section thirty-five (35) and the south half (S 1/2) of Section twenty six (26), all in Township nineteen (19) North, Range one (1), East W. M., as now located, together with the right to cut all brush and trees within a distance of ten (10) feet on each side of the center line of said right of way.

This easement shall be and remain in full force and effect until terminated by one year's written notice given by either party to the other of its desire to terminate the same.

This easement supersedes and cancels that certain easement dated July 1, 1923, granted by the grantor herein to the Grantee herein and of record in the office of the Auditor of Pierce County, Washington, in and Record No. 468 at page 406.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the poles or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within five hundred (500) feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employee of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: J. A. Cassey
E. I. DUPONT DE NEMOURS AND CO. DELAWARE
FOUNDED 1802
SEAL

E. I. Dupont de Nemours and Co.
By A. Felix duPont
Vice-President
Attest M D Fisher
Asst. Secretary

Form Approved
CHADWICK, MCMICKEN, RAMSEY & RUPP
By S G Chadwick

NOTED OK Daniel Cauffield OK JAH
SWO

STATE OF DELAWARE )
County of Newcastle ) ss.

On this 23rd day of June A. D. 1928, before me personally appeared A Felix duPont and M. D. Fisher to me known to be the Vice President & Asst. Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledge 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 said instrument, and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

F. E. STRICKLAND NOTARY PUBLIC
DELAWARE
APPOINTED MAY 22, 1928
TERM TWO YEARS

F. E. Strickland
Notary Public in and for the State of Delaware, residing at Bellemoor in said County.
My commission expires May 22, 1930

Filed and recorded at request of Pacific Tel. & Tel. Co. August 16, 1928 at 10:09 A. M.

By F. Campbell, Jr., Auditor Pierce Co. Wn. Deputy

-S. C.-

914653

THIS INDENTURE WITNESSETH, That Cleo... of the sum of Nine hundred Fifty at... to her in hand paid by Matie E. ... of the second part her heirs and assigns, are free from all incumbrances and that...

Lot 11 in Block 6, as the same is in Tacoma, W. T." which plat was filed February 20, 1884.

TO HAVE AND TO HOLD, The said premises and to her heirs and assigns forever for herself and for her heirs, executors of the second part her heirs and assigns, are free from all incumbrances and that whatsoever.

WITNESS, her hand and seal this 14th Signed, Sealed and Delivered in Presence

STATE OF WASHINGTON, )
County of Pierce ) ss.

I, H. J. Schwinna a Notary Public in August, 1928, personally appeared before scribed in and who executed the within in her free and voluntary act and deed, for IN WITNESS WHEREOF, I have hereunto tificate first above written.

H. J. SCHWINNA NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JAN. 23, 1931

Filed and recorded at request of Matie E.

By F. Campbell, Jr., Auditor Pierce Co. Wn. Deputy

914641

THIS INDENTURE WITNESSETH: That we, of Washington, for and in consideration of to us in hand paid, and in further consid benefit to accrue to us therefrom, do by State of Washington, for the use of the p situate lying and being in said County of as follows:

Commence at Southwest corner of Sect 120x5 feet along South line of said Gravelly Lake Drive (Formerly Cooper 59.4 feet, thence East 1145.8 feet, Boulevard in plat of Paradise Park a Auditor's office, Pierce County, Wash said Boulevard to the South East corn North 400 feet along east line of sa. line of said school grounds to the p road.

TO HAVE AND TO HOLD the said describ for the use of the public forever. Witness our hands and seals this 27th

WITNESSES:
Sister Margaret Mary
Sister Mary Angela
SISTERS OF THE VISITATION OF TACOMA I CORPORATE SEAL

STATE OF WASHINGTON, )
COUNTY OF PIERCE )

On this 27th day of July, 1928, before to me known to be the Superior and Associate in and foregoing instrument, and acknowledged of said corporation, for the uses and purp to execute said instrument and that the se IN WITNESS WHEREOF, I have hereunto s written.

H. J. SCHWINNA NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JAN. 23, 1931

Approved as to form
D.D. Schmeidler
Dep. Proc. Atty.

APPROVED
Geo. M.
Henry Ba
County C
Pierce C

Filed and recorded at request of Pierce Co

By F. Campbell, Jr., Auditor Pierce Co. Wn. Deputy

PIERCE COUNTY, WASHINGTON

I hereby certify that on this 13th Elizabeth G. Thomas, husband within instrument and acknowledged for the uses and purposes A.D. 1929.

in and for said State, Tacoma, in said County expires 192\_

Jr. Auditor Pierce Co. Wn.

and wife at the time of residing in the City of Tacoma, (\$20.00) and other good and man, the following described tract and particularly known as

line (8739), for record in the said lots all state and

ed by the City of Tacoma, Washington its date assessed.

erquist erquist erquist erquist

and County, do hereby certify that at and Ellen L. Berquist, husband foregoing deed and acknowledged the uses and purposes therein

near first above written.

once in and for the State of siding at Tacoma

Auditor Pierce Co. Wn.

ed men at the time of acquiring first part, for and in consideration to him in hand paid by Western essents remise, release, convey all interest of the said party n Pierce County, State of

2) of Section

) of Section

ances, unto the said party of the

unto set his hand and seal the

itley (Seal) (Seal)

, do hereby certify that on this married man, to me known to be dged that he signed and sealed herein mentioned. y official seal the day and year

gham in and for the State of residing at Tacoma in said

at 8:56 A.M. Auditor Pierce Co. Wn.

1929

THIS INDEMTURE WITNESSETH, That Patrick Kennay, the husband of Mary Kennay, party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations Dollars, lawful money of the United States of America, to him in hand paid by Mary Kennay, his wife, party of the second part, does by these presents remise, release, convey and quit claim unto said party of the second part her heirs and assigns, all interest of the said party of the first part and especially all his community interest in and to the following described real property, situated in Pierce County, State of Washington, to-wit:

Lots eight and nine (8 and 9) in Block thirty-two (32) as designated upon a certain plat entitled "Haydens Addition to New Tacoma, W.T." which plat was filed for record in the office of the Auditor of said County, Aug. 11, 1883.

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the 13th day of June, 1930.

Signed, Sealed and Delivered in the Presence of Patrick Kennay (Seal) (Seal)

State of Washington, ) County of Pierce, ) ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 13th day of June, 1930, personally appeared before me Patrick Kennay, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

John G. Brady Notary Public State Of Washington, Commission Expires Nov. 1, 1933

John G. Brady Notary Public in and for the State of Washington, residing at Tacoma in said County.

Filed and recorded at request of P. Kennay Jul. 2, 1930 at 9:12 A.M.

Deputy

--M.E.K.--

F. Campbell Jr. Auditor Pierce Co. Wn.

10326

THIS AGREEMENT made and entered into this 5th day of June, A.D. 1930, by and between E.I. du Pont de Nemours and Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation, party of the second part.

WITNESSETH, That for and in consideration of the sum of Three Hundred and Fifty (\$350.00) Dollars, receipt of which is hereby acknowledged, the party of the first part hereby grants a perpetual easement to the party of the second part, its successors and assigns, with the right to place, construct, operate, maintain, inspect, reconstruct repair and replace underground conduits, cables, and manholes upon or under the following described property situate in Pierce County, State of Washington:

That certain twenty-foot strip of land as shown in red on map attached hereto and made a part hereof, being part of the northwest quarter of Section 36, Township 19 north, Range 1 east of the Willamette Meridian, lying north of the Northern Pacific Railway.

The location of said easement shall be determined by and become permanent upon the construction of a line of underground conduit on said property.

Party of the second part shall at all times have the right to remove any or all of said cables, conduits, manholes, fixtures and appurtenances or to increase or decrease the size, weight and/or number thereof, or to change their position along said line; and to trim or cut down (fruit and nut trees excepted) all trees and brush within ten feet of said line (it being understood that the party of the second part shall trim all trees by it felled and burn or otherwise dispose of the trimmings or brush to the party of the first part's satisfaction, and that logs therefrom shall remain the property of the party of the first part); and shall have full and free ingress to and egress from the above described property for all purposes herein mentioned, provided that the party of the second part shall be responsible for all unnecessary damage it caused to the party of the first part by the exercise of the rights and privileges herein granted.

The party of the second part shall have the right to blast all stumps within ten feet of the said line.

The party of the first part, for itself and all others acting by, through or under it, hereby covenants

- (1) that no buildings or sheds will be erected or rubbish, brush piles or any inflammable substance will be permitted on said property within ten feet of said line; (2) that no digging or excavating will be done or permitted within ten feet of said line which will in any manner disturb its solidity or unearth any portion thereof; (3) that no blasting or discharge of any explosives will be permitted within three hundred feet of said line without giving the party of the second part at least ten days' written notice of the date thereof; (4) that no electric current transmission line will be constructed or any right or permit granted for the construction of such electric current transmission line nearer to the line placed by the party of the second part than the minimum distance specified in the following table:

Table with 5 columns: Voltage between wires of Transmission line, Minimum separation between transmission line and lines of the party of second part, and corresponding distances (0-500, 500-5000, 5000-40000, 40,000-100,000, over 100,000).

Except that any such transmission line may be constructed across party of the second part's line at an angle of not less than thirty-five degrees, provided that said transmission line shall be constructed and maintained so as to reasonably guard against physical contact with the party of the second part's line.

This agreement is made subject to the covenant and condition that the party of the second part, its successors or assigns, shall not and will not at any time hereafter, attempt in any way to hold the party of the first part, its successors or assigns, responsible or liable for any injury, loss or damage which may be occasioned to it, them or any of them, or to the property of the party of the second part on the property or hereafter place thereon.

The party of the first part reserves unto itself, its successors and assigns, the right at all times to cross and recross the said right of way as it runs over and across said land.

It is expressly understood that the right of way hereby given, insofar as same is included within Clark Road, is given subject to the rights of the public to use said road, and the right of way is also given subject to the right of the party of the first part to use the present spur track and any replacement or relocation of the same across the said right of way.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its Vice-President, thereunto duly authorized, and its corporate seal to be affixed and attested by its Asst. Secretary, on the day and year first hereinabove written.

Signed, Sealed and Delivered in the presence of: E. B. Strickland

S. A. Casey
E. I. duPont de Nemours and Company
By W. O. Spruance
Vice-President
Attest: M. D. Fisher
Asst. Secretary

Approved For Execution FORM APPROVED
S. A. Casey Molliken, Ramsey, Rupp & Scheppe
By Bernard Reiter

G. D. Horshing
J. A. U. J.S.D
State Of Delaware, )
County Of New Castle, )SS

On this 5th day of June, 1930, before me personally appeared W.O. Spruance, to me known to be a Vice-President of the corporation that executed the within and 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 said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

P. E. Strickland Notary Public
Delaware,
Appointed May 22, 1930, Term Two Years



Recorded at request of The Pac. Tel. & Tel. Co. Jul. 2, 1930 at 9:41 A.M.
Deputy F. Campbell Jr. Auditor Pierce Co. Wn.

FOR AND IN CONSIDERATION of the premises... W.H. Sohenk and Virgie Sohenk, herein...

All of Blocks 13 and 20 as the same are known as Wright's Clover Creek Addition to the Auditor of said County, June 19, 1896

Said premises being situated in the E Sections (16) and (21), Township (19) containing 10 acres more or less.

for the sum of Twenty-Seven Hundred Fifty And No/100 Dollars, of which is to be paid on signing of this deed \$100 on December 20, 1931, and One Hundred And No/100 cent, per annum, as follows;

Beginning on the 20th day of December 1929 the sum of \$100.00 or more principal or interest, or both, shall be paid to the seller...

And the buyer hereby agrees to season and improve said premises, and to keep the improve... company, in the sum of \$1400, with loss...

And in the event that the buyer shall fail to make the payments aforesaid at the time specified in this agreement, then the seller may...

The seller agrees that the buyer may purchase hereof, but if default of any condition hereof, the buyer shall be considered to be a tenant at will, and shall vacate as is provided in the declaration of the termination of this contract...

When the buyer shall have paid the said sum to the buyer a deed conveying said premises in fee shall be delivered to the buyer...

The seller has furnished an abstract of title which the buyer has examined and found sufficient to satisfy the requirements of the law...

No assignment of this contract or the subject matter hereof shall be valid unless the assignee has first paid the purchase price...

It is understood that interest on the purchase price shall be at the rate of 6% per annum.

It is also understood that seller will warrant and defend the title to the premises...

It is understood that seller will convey the premises to the buyer in fee simple, subject to the payment of the purchase price...

IN WITNESS WHEREOF, the seller and the buyer have hereunto set their hands and seals the 23rd day of December 1929.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original instrument...

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 23rd day of December 1929.

Eugene Bengtson Notary Public
State Of Washington,
Commission Expires May 11, 1931

This deed recorded at request of W.H. Sohenk, Jul. 2, 1930
Deputy

THIS INDENTURE WITNESSETH, That Russ and the party of the first part, for and in consideration of the sum of Two Hundred Dollars, lawful money of the United States, party of the second part, do by this deed convey unto the party of the second part its heirs and assigns the following described real property, situate in the City of Tacoma, Washington, to-wit:

The East 75 feet of the South 50 feet of the same are designated upon a certain plat of land Addition to the City of Tacoma, Washington, filed in the office of the Auditor of Pierce County, Washington, on the 19th day of June, 1896.

TO HAVE AND TO HOLD, The said premises unto the party of the second part, and to its heirs and assigns forever.

E.I. du Pont de Nemours and Company, Inc. Village of DuPont - Pierce County - Washington

KNOW ALL MEN BY THESE PRESENTS THAT THE E.I. du Pont de Nemours and Company, a corporation organized and existing under the laws of the State of Delaware, having its home office in Wilmington, Delaware, does hereby lay out and plat into blocks and streets, the tract of land herein described and plotted, to wit: That portion of land as shown on the adjacent plat enclosed and titled, to wit: That portion of the point named "Point of Beginning", which point is east 211.33 feet and south 1050.60 feet from the section corner of section 25-26-30-36 lying in Township 14N-17E, Range One (1) East, of Willamette Meridian, Pierce County, Washington, from this "Point of Beginning", running north sixty-three degrees forty-three minutes (63°43') west, for 627.05; thence north fifty-four degrees twenty minutes (54°20') west, for 350.00; thence south thirty-two minutes (32°20') west, for 307.12; thence north fifty-four degrees twenty-eight minutes (54°28') west, for 789.25; thence north thirty-four degrees twenty-three minutes (34°23') east, for 263.37; thence north fifty-seven degrees thirty-four minutes (57°34') west, for 617.17; thence on a curve to the left having a radius of 201.84' for a distance of 100.00'; thence south eighty-four degrees forty-four minutes (84°44') west, for 415.23; thence north thirty-four degrees thirty-eight minutes (34°38') east, for 690.29; thence north fifty-five degrees twenty-nine minutes (55°29') west, for 390.25; thence north thirty-two degrees twenty-four minutes (32°24') east, for 364.80; thence south fifty-five degrees twenty-four minutes (55°24') east, for 1074.50; thence south fifteen degrees seven minutes (15°07') east, for 224.44; thence south thirty-four degrees twenty-four minutes (34°24') west, for 181.20; thence south fifty-five degrees twenty-four minutes (55°24') west, for 433.10; thence south eight degrees twenty-five minutes (8°25') east, for 184.40; thence south thirty-four degrees eight minutes (34°08') west, for 800.22; thence south fifty-four degrees thirty-one minutes (54°31') east, for 828.14; thence north thirty-two degrees thirty-two minutes (32°32') east, for 160.04; thence south fifty-four degrees twenty minutes (54°20') east, for 340.38; thence south sixty-three degrees forty-three minutes (63°43') west, for 627.05; thence south sixty-three degrees forty-three minutes (63°43') west, for 627.05; to the "Point of Beginning"; and does hereby make and declare this to be the village of DuPont, Washington, and does hereby dedicate to the public for its use forever all the streets in the said village as laid out and designated hereon, dated Nov 13, 1926.

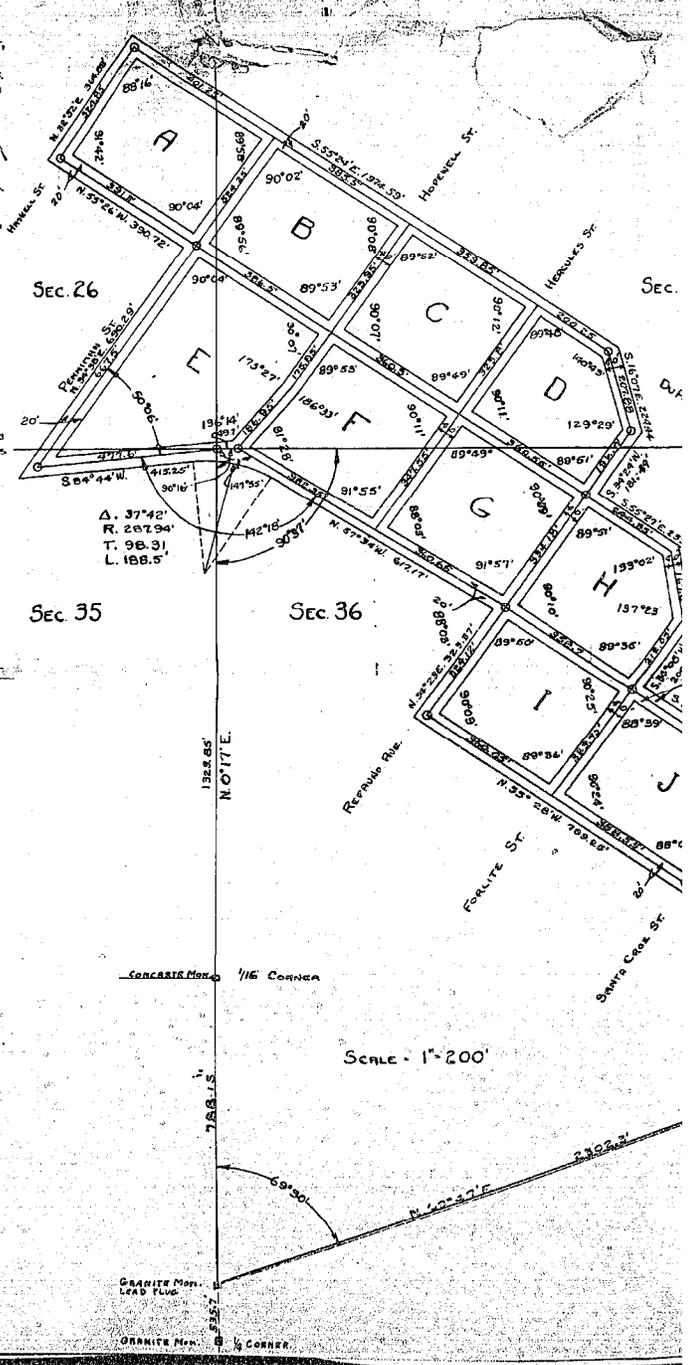
E.I. du Pont de Nemours and Company, Inc. By: Chas. J. Jones, Secy Attest: Chas. J. Jones, Secy

STATE OF DELAWARE ) s.s. COUNTY OF MIDDLE

On this 13th day of November A.D. 1926 before me personally appeared E.I. du Pont de Nemours and Company, Inc. and Chas. J. Jones and Chas. J. Jones respectively of the corporation that executed this within and foregoing instrument and acknowledged to me they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY AND YEAR FIRST MENTIONED ABOVE.

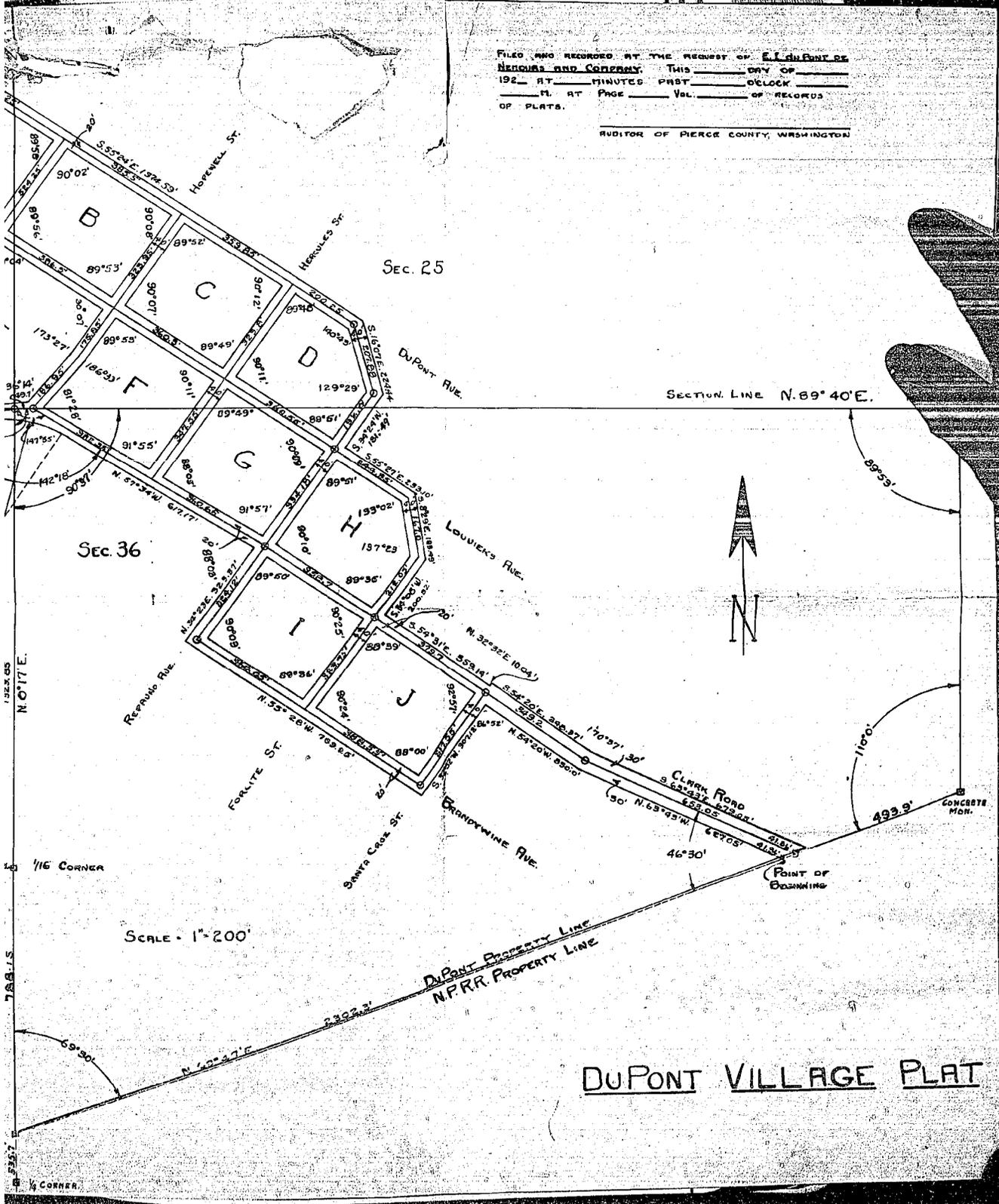
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED TRACT, AND THAT THIS MAP IS CORRECT, AND THAT STONE MONUMENTS HAVE BEEN PLACED AT POINTS SHOWN BY CIRCLES ON THE MAP. SURVEYOR APPROVED: 1926 COUNTY ENGINEER APPROVED AS TO FORM OF DEDICATION: 1926 PROSECUTING ATTORNEY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF PIERCE COUNTY, WASHINGTON CHAIRMAN I HEREBY CERTIFY THAT THERE ARE NO UNPAID COUNTY OR STATE TAXES ON THE ABOVE DESCRIBED PROPERTY. 1926 COUNTY TREASURER



Vertical text on the left margin: 'Surveyed by: E.I. du Pont de Nemours and Company, Inc. Nov 13, 1926' and 'Map to be filed in the office of the County Engineer, Pierce County, Washington'.

FILED AND RECORDED AT THE REQUEST OF E. I. DUPONT BY  
HENRIUS AND COMPANY THIS DAY OF  
192 AT MINUTES PAST O'CLOCK  
M. AT PAGE Vol. OF RECORDS  
OF PLATS.

AUDITOR OF PIERCE COUNTY, WASHINGTON



Sec. 25

Sec. 36

SECTION LINE N. 89° 40' E.



SCALE - 1" = 200'

# DUPONT VILLAGE PLAT

1/4 CORNER  
3/4 CORNER  
1/4 CORNER  
1/4 CORNER

DUPONT PROPERTY LINE  
N.P.R.R. PROPERTY LINE

E.I. du Pont de Nemours and Company, Inc. Village of DuPont - Pierce County - Washington

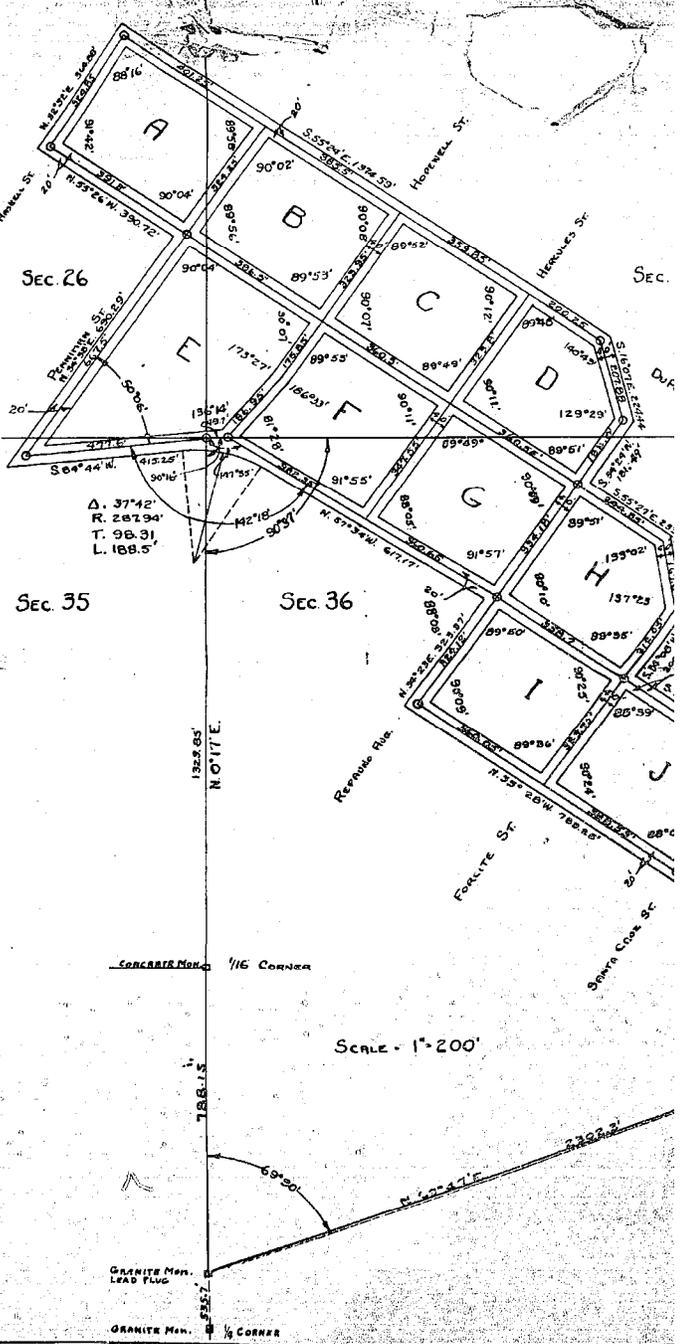
KNOW ALL MEN BY THESE PRESENTS THAT THE E.I. du Pont de Nemours and Company, a CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS HOME OFFICE IN WILMINGTON, DELAWARE, DOES HEREBY LAY OUT AND PLAT INTO BLOCKS AND STREETS, THE TRACT OF LAND HEREIN DESCRIBED AND PLATTED TO WIT: THAT PORTION OF LAND AS SHOWN ON THE ADJACENT PLAT ENCLOSED BY THE TRAVERSE STARTING AT THE POINT MARKED "POINT OF BEGINNING", WHICH POINT IS EAST 211.93 FEET AND SOUTH 1550.60 FEET FROM THE SECTION CORNER OF SECTION 25-46-35-36 LONG IN TOWNSHIP NINE-TEEN (19) NORTH, RANGE ONE (1) EAST, OF WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, FROM THIS "POINT OF BEGINNING", RUNNING NORTH SIXTY-THREE DEGREES FORTY-THREE MINUTES (63°43') WEST, FOR 681.02; THENCE NORTH FIFTY-FOUR DEGREES TWENTY MINUTES (54°20') WEST, FOR 350.00; THENCE SOUTH THIRTY-TWO DEGREES THIRTY MINUTES (32°30') WEST, FOR 307.12; THENCE NORTH FIFTY-FIVE DEGREES TWENTY EIGHT MINUTES (55°28') WEST, FOR 789.25; THENCE NORTH THIRTY-FOUR DEGREES TWENTY THREE MINUTES (34°23') EAST, FOR 323.37; THENCE NORTH FIFTY SEVEN DEGREES THIRTY-FOUR MINUTES (57°34') WEST, FOR 677.17; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 201.94' FROM DISTANCE OF 102.80; THENCE SOUTH EIGHTY-FOUR DEGREES FORTY-FOUR MINUTES (84°44') WEST, FOR 415.25; THENCE NORTH THIRTY-FIVE DEGREES TWENTY-NINE MINUTES (35°29') EAST, FOR 400.20; THENCE NORTH FIFTY-TWO DEGREES TWENTY-NINE MINUTES (52°29') WEST, FOR 304.88; THENCE NORTH THIRTY-TWO DEGREES THIRTY-FIVE MINUTES (32°35') EAST, FOR 154.88; THENCE SOUTH SIXTY-FOUR DEGREES SEVEN MINUTES (64°07') EAST, FOR 354.44; THENCE SOUTH THIRTY-FOUR DEGREES TWENTY SEVEN MINUTES (34°27') WEST, FOR 181.40; THENCE SOUTH FIFTY-FIVE DEGREES TWENTY-NINE MINUTES (55°29') EAST, FOR 152.49; THENCE SOUTH THIRTY-FOUR DEGREES TWENTY-NINE MINUTES (34°29') WEST, FOR 200.32; THENCE SOUTH FIFTY-FOUR DEGREES THIRTY-ONE MINUTES (54°31') EAST, FOR 250.10; THENCE NORTH THIRTY-TWO DEGREES THIRTY-TWO MINUTES (32°32') EAST, FOR 100.4; THENCE SOUTH FIFTY-FOUR DEGREES TWENTY MINUTES (54°20') EAST, FOR 349.33; THENCE SOUTH SIXTY-NINE DEGREES FORTY SEVEN MINUTES (69°47') WEST, FOR 621.00; TO THE "POINT OF BEGINNING"; AND DOES HEREBY MAKE AND DECLARE THIS TO BE THE VILLAGE OF DUPONT, WASHINGTON, AND DOES HEREBY DEDICATE TO THE PUBLIC FOR ITS USE FOREVER ALL THE STREETS IN THE SAID VILLAGE AS LAY OUT AND DESIGNATED HEREON DATED THIS 13th DAY OF JULY 1922.

E.I. du Pont de Nemours and Company, Inc. By: [Signature] Attest: [Signature]

Vertical text on the left margin: "Recorded and Indexed July 28, 1922"

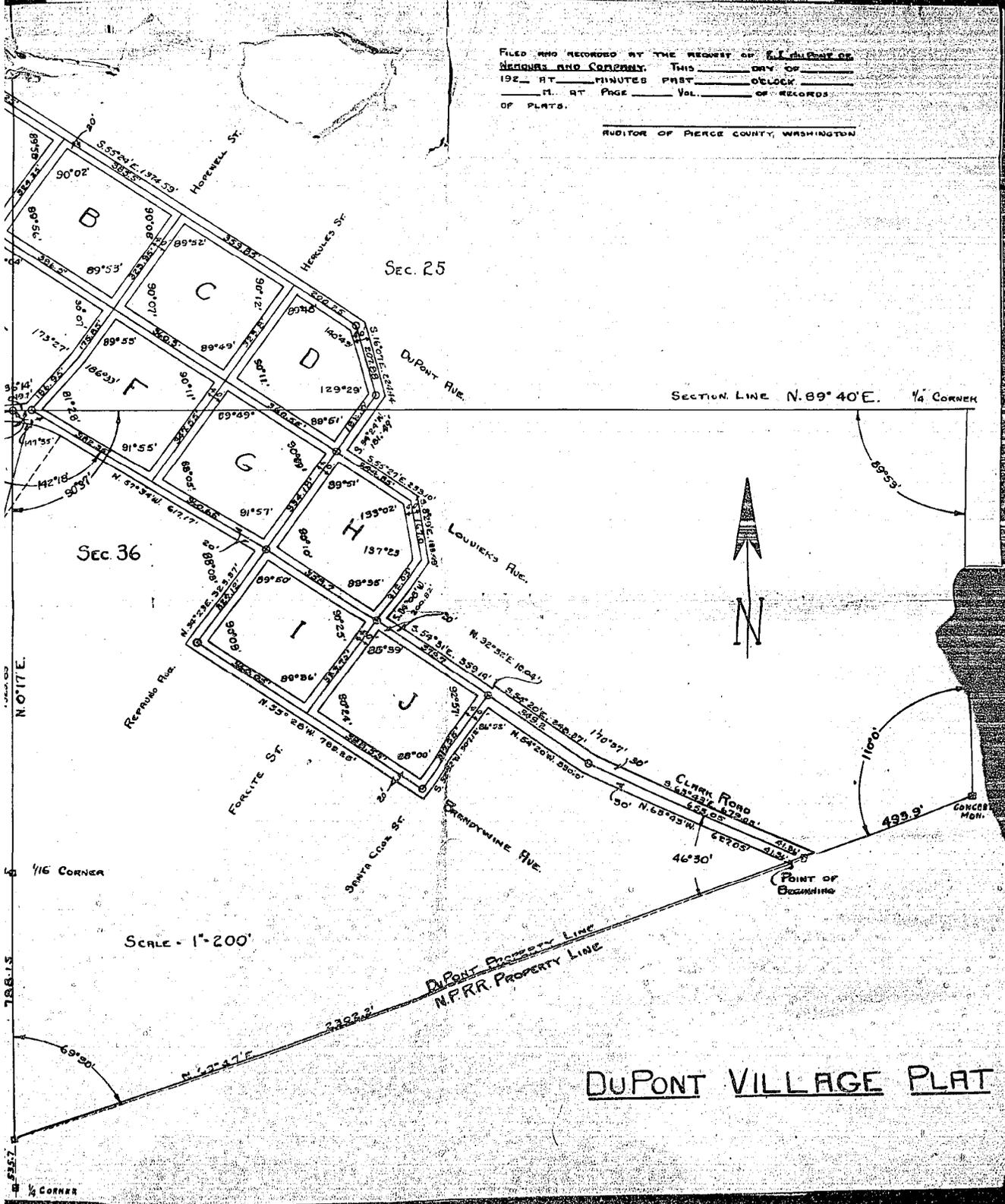
STATE OF DELAWARE ) S.R. COUNTY OF NEWCASTLE ) On this 13th day of July, A.D. 1922, before me, the undersigned, a Notary Public in and for the State of Delaware, residing in Wilmington in said State, personally appeared [Name] and [Name], respectively of the Corporation that executed the within and foregoing instrument and acknowledged to be the free and voluntary act and deed of said Corporation, the uses and purposes herein mentioned, and each on oath stated that they were authorized to execute said instrument and that the seal applied is the corporate seal of said Corporation. In witness whereof I have hereunto set my hand and affixed my official seal, the day and year first mentioned above.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED TRACT, AND THAT THIS MAP IS CORRECT, AND THAT STONE MONUMENTS HAVE BEEN PLACED AT POINTS SHOWN BY CIRCLES ON THE MAP. APPROVED: [Signature] COUNTY ENGINEER. APPROVED AS TO FORM OF DEDICATION: [Signature] PROSECUTING ATTORNEY. APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF PIERCE COUNTY, WASHINGTON: [Signature] CHAIRMAN. I HEREBY CERTIFY THAT THERE ARE NO UNPAID COUNTY OR STATE TAXES ON THE ABOVE DESCRIBED PROPERTY. [Signature] COUNTY TREASURER.



FILED AND RECORDED AT THE OFFICE OF THE COUNTY CLERK OF  
PIERCE COUNTY, WASHINGTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
19\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK  
\_\_\_\_\_ M. AT PAGE \_\_\_\_\_ VOL. \_\_\_\_\_ OF RECORDS  
OF PLATS.

AUDITOR OF PIERCE COUNTY, WASHINGTON



Sec. 25

Sec. 36

SECTION LINE N. 89° 40' E. 1/4 CORNER

SCALE - 1" = 200'

DU PONT VILLAGE PLAT

NOTE.

TABLS

1/4 CORNER

**E.I. du Pont de Nemours and Company, Inc.**  
**Village of Du Pont - Pierce County - Washington**

When all men of these presents that the E.I. du Pont de Nemours and Company, a corporation organized and existing under the laws of the State of Delaware, having its home office in Wilmington, Delaware, does hereby lay out and plat into blocks and streets, the tract of land herein described and platified, to wit: That portion of land as shown on the adjacent plat enclosed by the traverse starting at the point marked "POINT OF BEGINNING," WHICH POINT IS EAST 211.93 FEET AND SOUTH 150.46 FEET FROM THE SECTION CORNER OF SECTION 25-26-35-36 LYING IN TOWNSHIP NINE-TEN (13) NORTH, RANGE ONE (1) EAST, OF WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; FROM THIS "POINT OF BEGINNING," RUNNING NORTH SIXTY-THREE DEGREES THIRTY-FIVE MINUTES (63°35') WEST, FOR 627.05'; THENCE NORTH FIFTY-FOUR DEGREES TWENTY-NINE MINUTES (54°29') WEST, FOR 300.00'; THENCE SOUTH THIRTY-TWO DEGREES THIRTY-TWO MINUTES (32°32') WEST, FOR 307.12'; THENCE NORTH FIFTY-FIVE DEGREES TWENTY-EIGHT MINUTES (55°28') WEST, FOR 789.25'; THENCE NORTH THIRTY-FOUR DEGREES TWENTY-THREE MINUTES (34°23') EAST, FOR 363.37'; THENCE NORTH FIFTY-SEVEN DEGREES THIRTY-FOUR MINUTES (57°34') WEST, FOR 617.17'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 207.94' FOR A DISTANCE OF 105.80'; THENCE SOUTH THIRTY-FOUR DEGREES FORTY-FOUR MINUTES (34°44') WEST, FOR 415.25'; THENCE NORTH FIFTY-FOUR DEGREES THIRTY-EIGHT MINUTES (54°38') EAST, FOR 690.29'; THENCE NORTH FIFTY-FIVE DEGREES TWENTY-NINE MINUTES (55°29') WEST, FOR 390.22'; THENCE NORTH THIRTY-TWO DEGREES FIFTY-TWO MINUTES (32°52') EAST, FOR 364.80'; THENCE SOUTH FIFTY-FIVE DEGREES TWENTY-FOUR MINUTES (55°24') EAST, FOR 1074.80'; THENCE SOUTH SIXTEEN DEGREES SEVEN MINUTES (16°07') EAST, FOR 224.44'; THENCE SOUTH THIRTY-FOUR DEGREES TWENTY-FOUR MINUTES (34°24') WEST, FOR 181.80'; THENCE SOUTH FIFTY-FIVE DEGREES TWENTY-SEVEN MINUTES (55°27') EAST, FOR 153.10'; THENCE SOUTH EIGHT DEGREES TWENTY-NINE MINUTES (8°29') EAST, FOR 153.45'; THENCE SOUTH THIRTY-FOUR DEGREES EIGHT MINUTES (34°08') WEST, FOR 300.55'; THENCE SOUTH FIFTY-FIVE DEGREES THIRTY-ONE MINUTES (55°31') EAST, FOR 300.14'; THENCE NORTH THIRTY-TWO DEGREES THIRTY-TWO MINUTES (32°32') EAST, FOR 10.04'; THENCE SOUTH FIFTY-FOUR DEGREES TWENTY-FIVE MINUTES (54°25') EAST, FOR 346.35'; THENCE SOUTH SIXTY-NINE DEGREES FORTY-THREE MINUTES (69°43') WEST, FOR 670.00'; THENCE SOUTH SIXTY-NINE DEGREES FORTY-THREE MINUTES (69°43') WEST, FOR 670.00'; TO THE "POINT OF BEGINNING"; AND DOES HEREBY MAKE AND DECLARE THIS TO BE THE VILLAGE OF DU PONT, WASHINGTON, AND DOES HEREBY DEDICATE TO THE PUBLIC FOR ITS USE FOREVER ALL THE STREETS IN THE SAID VILLAGE AS LAY OUT AND DESIGNATED HEREON, DATED Nov 13, 1928.

E.I. du Pont de Nemours and Company, Inc.  
By: [Signature]  
Attest: [Signature]

STATE OF DELAWARE ) S.S.  
COUNTY OF NEWCASTLE )

On this 13th day of November, A.D. 1928, before me, personally appeared E.I. du Pont de Nemours and Company, Inc. and [Signature], respectively of the corporation that executed this within and foregoing instrument and acknowledged to me that they are the true and lawful signers of said instrument, the use and purpose herein mentioned, and each on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. In witness whereof I have hereunto set my hand and affixed my official seal, this day and year first mentioned above.

Notary Public in and for State of Delaware  
Residing in Wilmington in said State.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED TRACT, AND THAT THIS MAP IS CORRECT, AND THAT STONE MONUMENTS HAVE BEEN PLACED AT POINTS SHOWN BY CIRCLES ON THE MAP.

SURVEYOR

APPROVED \_\_\_\_\_ 1928

COUNTY ENGINEER

APPROVED AS TO FORM OF DEDICATION \_\_\_\_\_

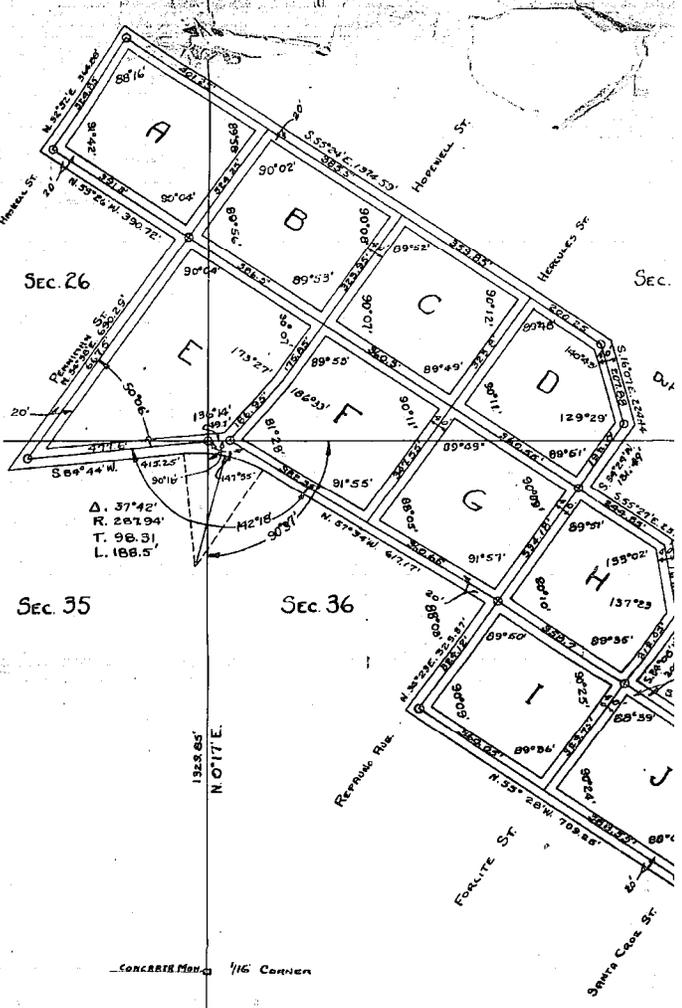
PROSECUTOR

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF PIERCE COUNTY, WASHINGTON

CHAIRMAN

I HEREBY CERTIFY THAT THERE ARE NO UNPAID COUNTY OR STATE TAXES ON THE ABOVE DESCRIBED PROPERTY.

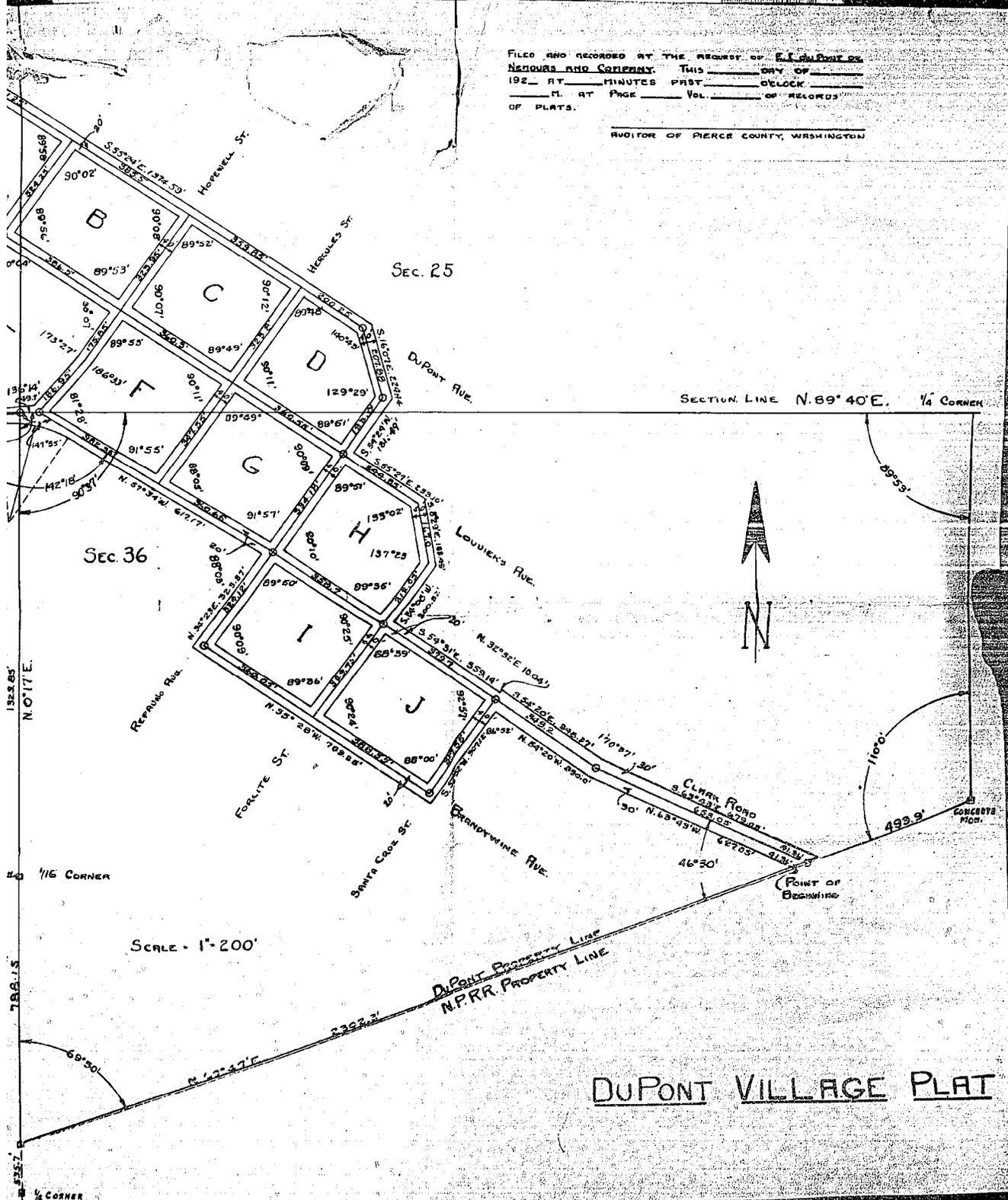
\_\_\_\_\_ 1928 COUNTY TREASURER



Surveyed by [Signature] 11/13/28

FILED AND RECORDED AT THE REQUEST OF E. I. DuPont de Nemours and Company. THIS        DAY OF        19   AT        MINUTES PAST        O'CLOCK        M. AT PAGE        VOL.        OF RECORDS OF PLATS.

AUDITOR OF PIERCE COUNTY, WASHINGTON



DUPONT VILLAGE PLAT



E. O. B. 9-13-51

1604647

E. I. du Pont de Nemours and Company, a Delaware corp of Wilmington, Delaware to Pioreo County School District No. 7 a corp of PCW

Escent \$1.00 \*\*\* 8-22-51 9-12-51 11:06 A M 999 D 609 no str - no irr - no Tr Stamp

1.140  
86-494

Witnesseth:

In considern of the sum of \$1.00 pd to Gtor by Gtee, rec'd of wch is hby ackgd, by Gtor, and of the covenants and agrmts by Gtee hiof etd, Gtor hby grants unto Gtee, its o&n a r/w 15 ft wide to construct, maintain, replace and repair a sidewalk for pedestfian use only, curbs and appurtenances, over and across Gtor's lds in PCW, fr the SEly edge of Blk "L" to the NWly edge of Military Rd as shown marked in red on Drawing No. 203-3 attached heto and entitd "Utility Easents Beyond Platted Boundaries of the Village of Du Pont" dtd 12-7-50 prepared by Worthon and Wing, Consulting Engineers, Tacoma, Wash; all on the folg terms and conditns:

1. The installatn of sd sidewalk, curbs and other facilities is to be sd and maintained so as not to block or divert in any manner the natural drainage across Gtor's lds.
2. Gtee agrees to indemnify and save Gtor harmless fr any and all loss, costs, expenses, damages, suits, or actns fld or liability wch it may suffer or be about to suffer by virtue of any accident, injury or damage to any persons or pty resultg directly or indirectly fr the constructn, maintenance, removal, replacement or repair of sd sidewalk, curbs or other facilities or incurred by the negligence of Gtee or any of its employees while on Gtor's proms.
3. Gtor reserves the rgt at any tl or fr tl to tl to relocate in whole or in part the sd licensed pty alg a suitable route for sd sidewalk, curbs and other facilities, providd the begg and end of sd relocated license shall be fr approximately the same locatn as it now is and providd Gtor notifies Gtee of its sd intention to relocate sd route and designates thn the substitute route; and thupon Gtee shall relocate the sd sidewalk, curbs and other facilities thn alg sd newly designated route within 6 mos after receipt of sd notice at Gtor's expense; and if Gtee should fail to relocate sd sidewalk, curbs and other facilities, Gtor shall have the rgt to relocate same at its expense. Upon sd relocatn, the descriptn of license hold shall be deemd amendd to describe sd substituted route in lieu of sd previous route, and the parties heto shall execute a proper instrument so amendg sd descriptn.
4. This agrmt shall insure to and bind the c&n of the parties heto.

INW the parties heto have exctd this easent agrmt, this 8-22-51.

no co

E. I. du Pont de Nemours and Company  
By L. Copeland  
Secy

Approvals as to Refn \*\*\*

Pioreo County School District No. 7  
By D. W. Hornighan

CC to W B Laughba, Supt Du Pont School Dist. Dupont, Wash

----

1604647

5:16

✓ 1626680

X Bernice Kough and  
J. T. Kough  
to  
Maxine Elliott,  
spinster

WD \$1.00 aogavca  
2-19-52  
6-3-52 2:06 P M  
1016 D 536  
Stx \$2.00 Irx \$2.20  
Exempt by Affdvt #15112

*H-163*  
*Pub. 500*  
*1/2*  
*48*

Cy and war to sp the fd permies sitd in PCW:

E½ of NE¼ of SE¼ of NW¼ of Sec 5, Twp 19 N, R 4 E  
W. M. less rds and less also Tacoma Railway & Power Co  
r/w and excg reservatns ctd in and expressed in patent  
fr U. S. Govt under Aud's Fee No. 102319

to gw one share of Fruitland Mutual Water Co with the  
appurtenances, subj only to any and all encumbrances place  
on sd prms by the sd Maxine Elliott and subj to taxes  
fallg due on and after 1-30-48.

Bernice G. Kough  
J. T. Kough

pcw 2-19-52 by Bernice Kough and J. T. Kough bf L. F. Brobeck  
np for Wash residg in Tacoma. ns 7-13-54. M1 to Maxine Elliott  
3319 So Ainsworth

✓ 1626681

E. I. du Pont de Nemours and  
Company, a Delaware corpn of  
Wilmington, Delaware  
to  
Town of Du Pont, a Municipal  
corpn of PCW

Grant of Easents \$\*\*\*  
5-1-52  
6-3-52 2:14 P M  
1016 D 533  
no stx - no irx - no Tr Stamp

*88-140*

*See map in file 36-7-15*

Witnesseth That:

Gtor does hby, wout considtn, grant and cy to Gtee,  
its s&a all of Gtor's rti in and to those ctn easents for  
electric lines, sewer lines and water lines outside of the  
platted area of the Town of Du Pont, PCW as shown on the  
attached unrecdd maps of Drawings 203-2 and 203-3, entld,  
"Utility Easents Beyond Platted Boundaries of the Village  
of Du Pont," prepared by Worthen and Wing, Consultg Engineers,  
Tacoma, Wash.

*3-15-52*  
*3-17-52*

Gtee agrees to indemnify and hold Gtor harmless fr any  
loss, costs, expensns, damages, suits or actns fld or  
liability wch it may suffer or be about to suffer by virtue  
of any accident, injury, or damage to any persons or pty  
resultg fr the operatn, maintenance and repair of the sd  
electric, sewer or water lines, or resultg fr the presence  
of Gtee's vehicles, employees, servants or agents upon  
Gtor's pty.

*1-25-52*  
*3-19-52*

Gtor reserves the rgt, exercisable at any time or fr  
time to time, in the event Gtor has need of the whole or part  
of sd easent or any easent substituted therefor, to relocate  
at its expense in whole or part any sd easents to a suitable  
locata or locatns, providd the begg and end of sd easent or  
easents shall be in approximately the same locata as at pres;  
and providd Gtor notifies Gtee in writg of its sd need and  
designates in sd writg the new or substituted locata.

*3-19-52*

INW the parties have caused this inst to be exatd and  
their es to be affixd this 5-1-52.

1626680 - 1626681 - con

1626681 - con 1 -

cs

E. I. du Pont de Nemours and Company  
By L. du P Copeland  
Secy  
F. G. Hess  
Asst Secy

cs

Y. C. Decker

Town of Du Pont  
By Harry L. Robinson  
Mayor

Approvals\*\*\*

New Castle Co. Delaware 5-1-52 by L. du P. Copeland known to be Secy of E. I. du Pont de Nemours and Company of R. R. Griffith np for Delaware, resid at Wilmington, Delaware. ns My com exp 5-1-53 Appointed 5-2-51 for two years

pcw 5-14-52 by Harry L. Robinson known to be Mayor of the Town of Du Pont of V. C. Decker np for Wash resid at DuPont. ns 6-23-53. Ml to Town of Du Pont

1626682

E. I. du Pont de Nemours and Company, a Delaware corp of Wilmington, Delaware to Town of Du Pont, a municipal corp of PCW

Conveyance \*\*\*  
5-1-52  
6-3-52 2:14 P M  
1016 D 537

no stx - no irx - no Tr Stamp

Witnesseth That:

Gtor does hby, wout considetr, donate, dedicate, cy and transfer unto Gtee, its aka the fdreal and personal pty and facilities in the C of P, S of W:

1. Gtor's complete sewer system, servg the Town of Du Pont and includg all pipes and valves and necsry appurtenances thto, as shown on maps entld, "Replat of the Village of Du Pont," Sheets 1 to 6 incl, and recdd 1-19-51 in Vol 15 of Plats, at Page 66, in the Recds of the Ofc of the Aud for PCW.
2. Gtor's complete water supply and distribtn system, includg pipes, hydrants, valves and other necsry appurtenances thto, servg the Town of Du Pont and as shown on sd recdd Replat.
3. Gtor's complete electrical power distribtn system, and fire alarm system, includg all fxtrs and appurtenances, servg the Town of Du Pont, as shown on sd recdd Replat.
4. All of Gtor's rti in and to the easmts on the individual lots for the sd sewer, water supply and distribtn, and electrical power distribtn systems, as shown on sd recdd Replat.
5. All of Gtor's pipes, wires, poles and fxtrs on the easmts for the abv descd utility systems outside of the platted area.
6. All of the sidewalks for the use of the general public in the sd Town of Du Pont, as shown on sd recdd Replat.
7. All of Gtor's fire hose boxes and houses and equipmt thim located in the Town of Du Pont, as shown on sd recdd Replat.
8. The fd 3 parcels of ld, togw all appurtenances thto and improvts thm:

1626681 - 1626682 - con

FOR CORPS OF ENGRS  
SERIAL

Hanna Lake Outfall Channel  
Fort Lewis, Washington  
Tract No. 76E

EASEMENT

EXPIRES ON DATE 7-12-57  
L. H. ... Co. Treasurer  
C. ... Deputy

KNOW ALL MEN BY THESE PRESENTS,

That E. I. du PONT de NEMOURS and COMPANY, a corporation organized and existing under the laws of the State of Delaware, of Wilmington, Delaware, hereinafter called "GRANTOR", for and in consideration of the sum of EIGHT HUNDRED FIFTY AND NO/100 ----- Dollars (\$ 850.00 ), to it in hand paid, the receipt of which is hereby acknowledged, does hereby convey and warrant to the UNITED STATES OF AMERICA, and its assigns, hereinafter called "GRANTEE", perpetual rights of way and easements over, through, under, along and across the following described lands, situate in the County of Pierce, State of Washington, for the purpose of constructing, operating, using, maintaining, repairing, replacing, renewing, patrolling and removing a storm water drainage channel, and/or storm drainage culverts, to be used in carrying storm water overflow from Hanna Lake on Fort Lewis Military Reservation to Puget Sound, and all appendages, structures and equipment necessary or convenient to be used or installed in connection therewith, including all appurtenances and privileges thereunto belonging, said rights of way to be along ways described as follows:

A parcel in the southeast quarter of the northwest quarter and Lot 3 of Section 36 and in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 25, all in Township 19 North, Range 1 East of the Willamette Meridian, Pierce County, Washington, said parcel being described as a strip of varying width and as an irregular parcel, and more particularly described in two parts as follows:

Part 1 - The strip of varying width traverses the said southeast quarter of the northwest quarter and Lot 3 of Section 36 and the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 25, the centerline of said strip being described as beginning in the north line of the Northern Pacific Railway Company right of way at a point which is south 70° 11' west 366.53 feet from a brass plug marking the intersection of the centerline of Barksdale Avenue, Replat of the Village of Du Pont in portions of Sections 25, 26, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian, according to Plat recorded in Book 15 of Plats at Page 66, with the said railway right-of-way line, and designated as centerline station 67 + 98.05; and runs thence north 2° 53' 20" east 660.80 feet; thence along a sixteen degree curve to the right

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36-19-1E  
-P-  
12-15  
25-19-1E

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through a central angle of  $10^{\circ} 13' 20''$  for a distance of 63.88 feet; thence north  $13^{\circ} 06' 40''$  east 294.11 feet, more or less, to a point in the town limits line of the Town of Du Pont and designated as station  $57 + 79.26$ ; thence continuing north  $13^{\circ} 06' 40''$  east 339.82 feet; thence along a seven degree curve to the right through a central angle of  $52^{\circ} 16' 10''$  for a distance of 746.17 feet; thence north  $65^{\circ} 22' 50''$  east 216.00 feet, more or less, to the easterly right-of-way line of the Steilacoom Road at a point which is north  $14^{\circ} 52' 30''$  east 1926.99 feet from the said brass plug and the terminus of said strip; EXCEPTING therefrom that portion lying within a tract of land containing an area of 1.45 acres, more or less, being all that portion of the south half of the northwest quarter lying northerly of the Northern Pacific Railway Company right of way and that portion of the northeast quarter of the northwest quarter lying southerly of Barksdale Avenue (Clark Road), all in Section 36, Township 19 North, Range 1 East of the Willamette Meridian, and lying southeasterly of a line drawn parallel with and 20.00 feet distant northwesterly, when measured radially and/or at right angles from the centerline survey of the Frontage Service road for Primary State Highway No. 1, Old Misqually Road to Ponders.

Said strip being 15 feet in width on each side of said centerline from the point of beginning to a point north  $2^{\circ} 53' 20''$  east 581.05 feet from said point of beginning, and the remainder of said strip being 100 feet on each side of said centerline;

containing 8.34 acres, more or less, of which 0.91 acre is included in the description of Tract 25E, (Steilacoom Road).

Part 2 - The irregular parcel being located in said southwest quarter of the southeast quarter of Section 25, being described as continuing from the terminus of the centerline of Part 1, thence north  $0^{\circ} 08' 30''$  east 103.71 feet along the said easterly right-of-way line of the aforementioned Steilacoom Road to the boundary of Fort Lewis; thence following said boundary, from a tangent of south  $30^{\circ} 30'$  east along a 270 foot radius curve to the left through a central angle of  $26^{\circ} 13' 10''$ , for a distance of 123.56 feet; thence along a 330 foot radius curve to the right through a central angle of  $32^{\circ} 44' 10''$  for a distance of 188.16 feet; thence south  $65^{\circ} 22' 50''$  west 225.18 feet to the said easterly line of the Steilacoom Road; thence in said right of way, from a tangent of north  $1^{\circ} 48'$  east along a 1512.39 foot radius curve to the right through a central angle of  $1^{\circ} 57' 50''$ , for a distance of 51.61 feet; thence north  $0^{\circ} 08' 30''$  east 168.34 feet to the point of beginning of the irregular parcel;

containing 0.63 acre, more or less.

The lands above described contain a total net acreage of 8.26 acres.

Subject only to the following rights and interests outstanding in third parties, namely: Existing easements for public highways, roads, railroads, pipelines and other utilities, and to all other rights, restrictions, conditions and limitations of record or that run with and bind the land embraced within the right of way herein granted.

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Together with the right to trim, cut, fell and remove all trees and underbrush and obstructions within the limits of the above described rights of way as is necessary, and the right of ingress and egress thereto and therefrom over a way which GRANTOR shall from time to time designate for the purpose of exercising the aforesaid rights and for doing anything necessary, useful or convenient for the enjoyment of the easements herein granted.

THIS CONVEYANCE FOR DEPARTMENT OF THE ARMY.

The rights and privileges herein granted shall be subject to the following terms and conditions:

The rights herein granted shall be exercised by GRANTEE at its own risk and GRANTEE agrees by its acceptance hereof that GRANTEE shall not and will not at any time hereafter attempt in any way to hold GRANTOR, its successors and assigns, responsible or liable for any injury, loss or damage which may be occasioned to any of GRANTEE's property upon GRANTOR's land from any cause whatsoever, other than the negligent acts or omissions of the GRANTOR; that said channel and culverts shall be constructed and maintained in good and safe order and condition and in such a manner as to interfere in no unreasonable way and as little as possible with GRANTOR's operations on its land; that no fires, explosives, or inflammable materials of any kind will be brought, made or used by GRANTEE, its employees, agents, representatives, contractors or subcontractors upon the lands of GRANTOR; that GRANTEE, its employees, agents, representatives, contractors or subcontractors or any of their employees, agents or representatives, when upon the land of GRANTOR, shall observe all reasonable rules of safety which GRANTOR may issue and notify GRANTEE thereof, and all such persons while on said land shall attend strictly to the business of exercising said rights, and none of them shall enter and wander about said land where he has no business.

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At no time or under no circumstances shall Barksdale Avenue or School Path be blocked so as to obstruct in any way or at any time the free passage of pedestrians or trucks or other vehicles thereover, and for this purpose GRANTEE and its assigns shall at all times and under all conditions, during any maintenance work, provide and maintain at the expense of GRANTEE or its assigns a safe and suitable substitute way for each of said roadways, with all proper and necessary barricades and warning signs, and upon completion of such work, GRANTEE, or its assigns shall restore the same to substantially the condition in which they were prior to disturbance.

All necessary precautions shall be taken during maintenance of said channel to prevent damage to any existing buildings, structures and facilities of any kind upon the land affected, including facilities of the Town of Du Pont, such as, but not limited to, electric, sewer, water and gas lines, or the interruption of or interference with the safe and continued operation of any utility services. In the event, during any such work, of any damage to any of said buildings, structures and facilities, the same shall be immediately replaced or repaired in as good condition as the same were prior to such damage. In the event, in the judgment of GRANTOR, during any maintenance work, the safe and continued operation of any of said facilities is endangered, upon notice from GRANTOR, GRANTEE or its assigns shall take remedial action in accordance with such notice, and upon failure to do so GRANTOR shall have the right to take such action at the expense of GRANTEE or its assigns. GRANTOR shall have the right during any maintenance work to have a representative present for the purpose of insuring the

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safety of the structures and facilities affected and of determining whether or not the rights of GRANTOR are being properly safeguarded.

GRANTOR reserves unto itself, its successors and assigns, the right to use the land hereby granted for any purpose that does not unreasonably interfere with the rights herein granted to GRANTEE, and the right at GRANTOR's sole cost and expense to change at any time or from time to time the location of said channel to another suitable location upon GRANTOR's land and in a manner satisfactory to GRANTEE in the event that GRANTOR shall have need of the property upon which said easements are located for the purpose of GRANTOR's business.

DATED this 2<sup>ND</sup> day of July, 1957.

E. I. du PONT de NEMOURS and COMPANY

By: *H. T. Bush, Jr.*  
Asst. Director, Secretary's Department

Attest:

*H. King Caswell*  
Assistant Secretary



APPROVALS
<i>[Signature]</i>
DEPT.
REAL. EST.
SECRETARY'S DEPT.
TREASURER'S DEPT.

1791895

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7-15-57

1048D

EASEMENT

THIS INDENTURE made this 26<sup>th</sup> day of April, 1962, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, of Wilmington, Delaware, hereinafter referred to as "DU PONT", and CITY OF TACOMA, a Municipal corporation of the State of Washington, hereinafter referred to as "CITY",

W I T N E S S E T H :

In consideration of the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00), in hand paid by CITY to DU PONT, the receipt of which is hereby acknowledged, DU PONT does hereby grant unto CITY the right to construct, operate, maintain, repair, replace and remove two (2) electric power transmission and communication pole lines, together with all necessary and convenient appurtenances thereto (hereinafter referred to as "POLE LINES"), on, over and across certain real estate owned by DU PONT situate, lying and being in the County of Pierce, and State of Washington, along and within two (2) ways described as follows:

WAY NO. 1. Being sixty (60) feet in width, extending thirty (30) feet on each side of the centerline thereof which is more particularly described as follows:

BEGINNING on the North line of the Northern Pacific Railway Company right of way at a point which is South 70° 14' 0" West 415.29 feet from a brass plug marking the intersection of the centerline of Barkdale Avenue, Replat of the Village of Du Pont in portions of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, according to Plat recorded in Book 15 of Plats at page 66, with the said railway right of way line; and runs thence North 2° 53' 20" East a distance of 529.83 feet.

CYCLE TAX EXEMPT DATE 6-19-62  
L. R. Johnson, Pierce Co. Treasurer  
By: [Signature] Deputy

1969690

6-19-62

*Handwritten notes:*  
5-16-74  
P-10  
E-5-10-62

EXCEPTING therefrom any portion of said way lying within the bounds of public streets or highways.

WAY NO. 2. Being one hundred (100) feet in width, extending fifty (50) feet on each side of the centerline thereof which is more particularly described as follows:

BEGINNING on the North line of the Northern Pacific Railway Company right of way at a point which is South  $70^{\circ} 14' 0''$  West 415.29 feet from a brass plug marking the intersection of the centerline of Barksdale Avenue, Replat of the Village of Du Pont in portions of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, according to Plat recorded in Book 15 of Plats at page 66, with the said railway right of way line, and runs thence North  $2^{\circ} 53' 20''$  East a distance of 599.83 feet; thence North  $87^{\circ} 06' 40''$  West a distance of five feet to true point of beginning; thence North  $2^{\circ} 53' 20''$  East a distance of 79.75 feet; thence along a  $16^{\circ}$  curve to the right through a central angle of  $10^{\circ} 13' 20''$  for a distance of 72.80 feet; thence North  $13^{\circ} 06' 40''$  East a distance of 418.66 feet; thence South  $88^{\circ} 48' 20''$  East a distance of 766.64 feet, more or less, to the West boundary of Fort Lewis Military Reservation.

EXCEPTING therefrom any portion of said way lying within the bounds of public streets or highways.

Also EXCEPTING therefrom any portion of said Way lying within the bounds of School District No. 7 property acquired by Quitclaim Deed dated May 2, 1941, recorded June 18, 1941, in Volume 671 of Deeds on page 333, under Fee No. 1281300, in the records of Pierce County Auditor.

Together with the rights of ingress and egress to and from the above described ways along a way or ways that shall be designated by DU PONT at any time or from time to time.

This grant is made subject to the following terms and conditions which the parties hereto do hereby covenant and agree to keep and perform:

1. CITY shall maintain said POLE LINES as near to the centerlines of the hereinabove described ways as in its opinion is practicable.
2. The exercise of all rights herein granted to

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CITY shall be subject to all matters of record and any state of facts that is apparent or that an accurate survey or inspection of the premises would disclose, including, but not by way of limitation, a drainage easement granted by DU PONT to the United States of America by document dated July 2, 1957.

3. CITY shall have the right to trim or cut down and remove any trees within or near the above described ways that may interfere with the construction, operation or maintenance of said POLE LINES.

4. DU PONT shall have the right to use the land included within the bounds of the above described ways, or of any ways substituted therefor as hereinafter provided, for any purposes whatsoever, provided such use does not unreasonably interfere with the exercise of the rights herein granted to CITY.

5. In connection with its construction, operation and maintenance of POLE LINES, CITY shall have the right to construct, operate, maintain, repair, replace and remove necessary guy wires and anchors on and within two (2) parcels of real estate owned by DU PONT situate, lying and being in the County of Pierce, and State of Washington, and more particularly described as follows:

PARCEL NO. 1. A strip of land ten (10) feet in width the centerline of which is described as follows:

BEGINNING on the North line of the Northern Pacific Railway Company right of way at a point which is South 70° 14' 0" West 928.19 feet from a brass plug marking the intersection of the center line of Barksdale Avenue, Replat of the Village of Du Pont in portions of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, according to Plat recorded in Book 15 of Plats, at

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Page 66, with the said railway right of way line; thence North 8° 09' 0" East a distance of 67.90 feet, more or less, to the Northerly line of the State Frontage Service Road; thence North 70° 14' 0" East a distance of 20 feet to the true point of beginning; thence North 8° 09' 0" East a distance of 30 feet.

PARCEL NO. 2. A strip of land ten (10) feet in width the center line of which is described as follows:

BEGINNING on the North line of the Northern Pacific Railway Company right of way at a point which is South 70° 14' 0" West 928.19 feet from a brass plug marking the intersection of the center line of Barksdale Avenue, Replat of the Village of Du Pont in portions of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, according to Plat recorded in Book 15 of Plats, at page 66, with the said railway right of way line; thence North 8° 09' 0" East a distance of 67.90 feet, more or less, to the northerly line of the State Frontage Service Road; thence South 70° 14' 0" West a distance of 20 feet to the true point of beginning; thence North 8° 09' 0" East a distance of 30 feet.

6. DU PONT shall have the right, exercisable at any time or from time to time in the event it has need of the whole or part of the land included within the bounds of the above described ways, to require CITY to relocate POLE LINES in whole or in part to another suitable location, provided DU PONT notifies CITY thereof in writing and in said writing designates the substituted location, and CITY shall, at its own expense, relocate said POLE LINES or part thereof to such substituted location within ninety (90) days after the receipt of said notice; and, if CITY should fail so to relocate said POLE LINES or part thereof within said ninety (90) day period, DU PONT shall have the right to relocate the same at CITY'S expense. Upon any such relocation, the parties hereto shall execute a proper instrument amending the descriptions herein contained so as to reflect said relocation accurately.

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7. CITY shall indemnify and hold DU PONT safe and harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property arising from or growing out of its exercise of the rights herein granted or of rights assumed in connection therewith, unless such loss, costs, damages, claims, actions or liability is caused in whole or in part by the fault, failure or negligence of DU PONT. In the event any such loss, costs, damages, claims, actions or liability is caused by the joint or concurring fault, failure or negligence of the parties hereto, the same shall be borne by them equally.

8. In the event of abandonment by CITY of the rights herein granted to it, such rights shall terminate and CITY shall, at the request of DU PONT, execute a proper instrument evidencing such termination. The rights herein granted shall be deemed to have been abandoned if CITY does not exercise same for a continuous period of one (1) year, excluding any period during which the same are not exercised because of acts of God, fire, the elements, war, invasion, strikes, lock-outs, sabotage, accidents or because of any cause beyond the control of CITY. ✓

In the event of termination of the rights herein granted by abandonment or otherwise, CITY shall, if requested by DU PONT in writing, within ninety (90) days from the date of such request, remove said POLE LINES from DU PONT'S property, leaving the same in a good and safe condition. Should CITY fail to remove said POLE LINES as requested, DU PONT

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may remove the same at CITY'S expense.

This indenture shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this indenture by their respective proper officers thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]

Ila Lee Clark

Approved as to form:

[Signature]  
Assistant City Attorney

Description Approved:

[Signature]  
Tacoma City Light Engineer

E. I. DU PONT DE NEMOURS AND COMPANY

By [Signature]  
Asst. Director, Secretary's Department

Attest:

[Signature]  
Assistant Secretary

CITY OF TACOMA

By [Signature]  
Director of Utilities

Attest:

[Signature]  
city clerk

ACK. OK

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Albin  
For the  
F. W. [Signature]  
[Signature]

FILE  
P. B.  
J. S.

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2/0025  
FEB 10 1972

WARRANTY DEED  
(Access Rights Only)

EXCISE TAX EXMPT DATE 2/9/72  
MAURICE RAYMOND, Pierce Co. Treasurer

By Virginia Kennedy DEPUTY

IN THE MATTER OF STATE ROUTE 5,

MP 116.42 to MP 119.32, Fort Lewis Golf Course to Dupont Interchange

KNOW ALL MEN BY THESE PRESENTS, That the Grantors

AUDREY B. PICTON as her separate property

for and in consideration of the sum of -----MUTUAL BENEFITS -----Dollars,

hereby convey and warrant to the State of Washington, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between State Highway No. SR 5, MP 116.42 to MP 119.32, Fort Lewis Golf Course to Dupont Interchange and the following described property abutting thereon, situated in Pierce County, Washington, to the same extent and purpose as if the right herein granted had been acquired under Eminent Domain statute of the State of Washington:

PARCEL "A":

Commencing at a monument in center of Barksdale Avenue and the Northerly line of the Northern Pacific Railroad Company's right of way in Section 36, Township 19 North, Range 1 East of the Willamette Meridian; thence North 69°47'46" East 41.36 feet along said Railroad right of way to the Northerly line of said Barksdale Avenue; thence along said line of said Avenue North 63°41'54" West 283.2 feet; thence North 26°18'06" East 125 feet to point of beginning; thence North 63°41'54" West 100 feet; thence North 26°18'06" East 22 feet to the Southerly line of a 15 foot easement to School District No. 7; thence along said Southerly line North-easterly 209.40 feet to the Westerly line of DuPont Steilacoom Highway; thence Southeasterly along said Westerly line 58 feet; thence North 70°15' West 126 feet to point of beginning.

PARCEL "B":

Beginning at a point in the Northerly side of Barksdale Avenue, said point being North 63°41'54" West 207 feet from the intersection of the Northerly side of Barksdale Avenue with the Westerly side of Steilacoom Road, said point of beginning also being the Southwesterly corner of lands previously conveyed to E. I. DuPont DeNemours and Company to Elvie L. Picton and Audrey B. Picton, husband and wife, by deed recorded August 12, 1952 under Auditor's Fee No. 1631895; and running thence;

- (1) Along the said Northerly side of Barksdale Avenue North 63°41'54" West 100 feet to a point; thence
- (2) North 26°18'06" East 125 feet to a point, thence
- (3) South 63°41'54" East 100 feet to a point, said point being the Northwesterly corner of the aforesaid lands conveyed by E. I. DuPont DeNemours and Company to Elvie B. Picton and wife; thence
- (4) Along said Picton tract South 26°18'06" West 125 feet to the point of beginning.

PARCEL "C":

Commencing at a bronze monument in the center of Barksdale Avenue and the Northerly line of the Northern Pacific Railroad Company's right of way, as shown on the plat of Replat of the Village of DuPont, as per map thereof recorded in Book 15 of Plats at Page 66, records of Pierce County Auditor in Sections 25, 26, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian; thence North 69°47'46" East 41.36 feet along said Railroad right of way to the Northerly line of said Barksdale Avenue; thence along said line of Avenue, North 63°41'54" West 383.2 feet to the true point of beginning for this description; thence North 63°41'54" West 90 feet; thence North 26°18'06" East 121.35 feet to the Southerly line of a 15 foot easement granted to the Pierce County School District No. 7 for a path; thence on said Southerly line of easement Northeasterly 93.5 feet to a point which bears North 26°18'06" East 147 feet to the point of beginning; thence South 26°18'06" West 147 feet to the point of beginning.

THIS IS AN INSTRUMENT OF THE STATE OF WASHINGTON RECORDED IN THE OFFICE OF THE DEPARTMENT OF HIGHWAYS AND HIGHWAYS RECORDS AND EXCISE TAX IS TO BE PAID ON INSTRUMENTS TO THE STATE OF WASHINGTON

PARCEL "D":

2431318

Commencing at the bronze monument in the center of Barksdale Avenue and the Northerly line of the Northern Pacific Railroad Company's right of way, as shown on the REPLAT OF THE VILLAGE OF DU PONT, as per map thereof recorded in Book 15 of Plats at Page 66, records of Pierce County Auditor in Sections 25, 26, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian; thence North 69°47'46" East 41.36 feet along said Railroad right of way to the Northerly line of said Barksdale Avenue; thence along said line of Avenue, North 63°41'54" West 283.2 feet to the true point of beginning for this description; thence North 26°18'06" East 125 feet; thence South 70°15' East 126 feet to the Westerly line of the DuPont-Steilacoom Highway, as established by Deed recorded December 11, 1942 under Auditor's Fee No. 1311721, records of Pierce County Auditor; thence on a curve to the left along established line of said Highway, Southeasterly 161 feet to the said Northerly line of Barksdale Avenue; thence on said line of Avenue, North 63°41'54" West 207 feet to the true point of beginning.

PARCEL "E":

Commencing at a monument in the center of Barksdale Avenue and the Northerly line of the Northern Pacific Railroad Company's right of way as shown on REPLAT OF THE VILLAGE OF DU PONT, as per map thereof recorded in Book 15 of Plats at Page 66, records of Pierce County Auditor, in Sections 25, 26, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian; thence North 69°47'46" East 41.36 feet along said Railroad right of way to the Northerly line of said Barksdale Avenue; thence along said line of Avenue, North 63°41'54" West 473.2 feet to the true point of beginning for this description thence continuing North 63°41'54" West 206.30 feet; thence North 54°19'24" West 6.81 feet to the Southeasterly corner of Block L in said Replat; thence North 35°40'36" East 45.10 feet to the Southerly line of a 15 foot easement granted to the Pierce County School District #7 for a path; thence on said Southerly line of easement Easterly 218.63 feet to a point which bears North 26°18'06", East 121.35 feet from the point of beginning; thence South 26°18'06" West 121.35 feet to the point of beginning.

Situate in the Town of DuPont, County of Pierce and State of Washington.

EXCEPT that the grantors herein reserve for themselves, their heirs, successors or assigns the right of reasonable access to the DU<sub>4</sub> line Northwesterly of Highway Engineer's Station L/A DU<sub>4</sub> 3+58 and to the AL<sub>4</sub> line Northerly of Highway Engineer's Station AL<sub>4</sub> 4+16.

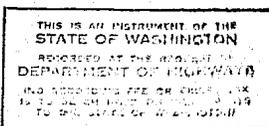
The lands herein conveyed contain an area of - 0 - acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval 4/15/71, 5/6/71, and the center line of which is also shown of record in Volume \_\_\_\_\_ of Highway Plats, page \_\_\_\_\_, Auditor's File No. \_\_\_\_\_, records of said county.

By initialing the appropriate space below, the undersigned agree:

To surrender possession of the unimproved property herein conveyed, on A. B. P. this date  
but not prior to receipt of payment therefore. \_\_\_\_\_ (initial)

It is expressly intended that these covenants, burdens and restrictions shall run with the heretofore described land and shall forever bind the grantors, their successors and assigns.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.



2431318

Dated this 12th day of October, 1971

Accepted and approved 2-3-72

STATE OF WASHINGTON  
Department of Highways

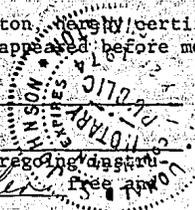
Audrey B. Picton

BY: [Signature]  
Chief Right of Way Agent

STATE OF WASHINGTON )  
County of Pierce ) :ss

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 12th day of October, 1971 personally appeared before me

Audrey B. Picton



to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Ronald A. Johnson  
Notary Public in and for the State of Washington,  
Residing at Olympia

STATE OF WASHINGTON )  
County of \_\_\_\_\_ ) :ss

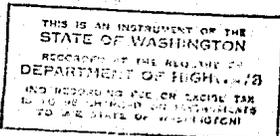
On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 \_\_\_\_\_ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

Filed for record FEB 10 1972 8:30 a.m.  
Request of TACOMA TITLE CO.  
Richard A. Greco, Pierce County Auditor



T.T.  
210028  
MAR 10 1972

2435128  
QUIT CLAIM DEED

1-2

IN THE MATTER OF SR-5,

MP 116.42 to MP 119.32, Fort Lewis Golf Course to Dupont Interchange

KNOW ALL MEN BY THESE PRESENTS, That the Grantor

PIERCE COUNTY SCHOOL DISTRICT NUMBER 7

EXCISE TAX EXMPT DATE 3/1/72  
MAURICE BAYNE, Pierce Co. Treasurer  
BY Virginia Kennedy DEPUTY

for and in consideration of the sum of MUTUAL BENEFITS, hereby convey and warrant to the STATE OF WASHINGTON, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 5, MP 116.42 to MP 119.32, Fort Lewis Golf Course to Dupont Interchange and the following described property abutting thereon, situated in Pierce County, Washington:

**PARCEL "A":** That portion of the Northwest quarter of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, lying Northerly of the Northerly line of the Northern Pacific Railroad right of way and Easterly of the Easterly line of Dupont-Steilacoom Highway. EXCEPT that portion thereof lying Northerly of the following described line: Commencing at the intersection of the Northerly line of the Northern Pacific Railroad Company right of way, and the Easterly line of Dupont-Steilacoom Highway; thence Northeasterly along the Easterly line of said highway along a curve to the right having a radius of 270 feet, through an angle of 30°34'15", 144.00 feet; thence North 16°16' East, along said East line 287.2 feet; thence leaving said East line, on a curve to the right having a radius of 270 feet, through an angle of 28°43'52" a distance of 135.39 feet; thence North 45° East 246.4 feet; thence on a curve to the left having a radius of 330 feet, through an angle of 45°00'02" a distance of 259.11 feet, more or less, to the North-South centerline of said Section; and the true point of beginning for this line description; thence West to the East line of Dupont-Steilacoom Highway and the terminus of this line description.

EXCEPT any portion thereof included within the tract of land conveyed to Pierce County by instrument recorded June 20, 1914 under Auditor's Fee No. 404857.

**PARCEL "B":** Beginning at a point on the West line of the Northeast quarter of Section 36, Township 19 North, Range 1 East of the Willamette Meridian, 781.4 feet South of the Northwest corner thereof; thence South along said West line 379.14 feet to the North line of the Northern Pacific Railroad right of way; thence Northeasterly along said Northerly line 309.76 feet; thence North parallel with the West line of said subdivision 272.7 feet; thence West 290.09 feet to the point of beginning.

EXCEPT any portion thereof included within the tract of land conveyed to Pierce County, by instrument recorded June 20, 1914 under Auditor's Fee No. 404857.

Situate in the Town of Dupont, County of Pierce, State of Washington.

EXCEPT that the grantor herein reserve for themselves, their heirs, successors or assign the right of reasonable access to the AL4 line Northerly of Highway Engineer's Station AL4 4+16.

The lands herein conveyed contain an area of -0- acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval 4/15/71, revised 5/6/71, as shown of record in the office of the Director of Highways, Olympia, Washington.

It is understood and agreed that the State of Washington will reconstruct the existing type "C" road approach on the Easterly side of said highway between Highway Engineer's Station AL4 2+70 to AL4 3+40 On Rt., which approach shall be maintained between the right of way line and the shoulder line of said highway by the grantors, their heirs, successors and assigns. The grantors herein further grant to the State of Washington, or its agents, the right to enter upon the grantor's remaining lands where necessary to construct said approach. This approach is to be used only for the normal operation of the Dupont School. The approach shall not exceed 40 feet in width.

Since a part of the consideration herein is for the installation of new wire mesh fencing on the grantors property, it is understood and agreed that the grantor, his heirs,

THIS IS AN INSTRUMENT OF THE STATE OF WASHINGTON RECORDED AT THE OFFICE OF THE DEPARTMENT OF HIGHWAYS AND RECORDS AND EXCISE TAX TO ALL STATES OF WASHINGTON

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successors and assigns grants to the State of Washington, or its agents, the right to enter upon the grantor's land to install said fence. It is further understood that the maintenance of the fencing shall be the responsibility of the grantors herein.

By initialing the appropriate space below, the undersigned agree:

To surrender possession of the unimproved property herein conveyed, on this date \_\_\_\_\_ but not prior to receipt of payment therefore. \_\_\_\_\_ (Initial)

It is expressly intended that these covenants, burdens and restrictions shall run the heretofore described land and shall forever bind the grantors, their successors and assigns.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 13th day of December, 1971

Accepted and approved George C. Cochran

STATE OF WASHINGTON  
Department of Highways

By [Signature] 2-14-72  
Chief Right of Way Agent

PIERCE COUNTY SCHOOL DISTRICT  
NUMBER 7

By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]

STATE OF WASHINGTON, )  
                                  )ss  
County of Pierce        )

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 13th day of December, 1971 personally appeared before me R. L. Brokley, President, May G. Munyan, Dale J. Parsons, H. P. [Signature]

C. P. Navare, members of the board of directors and George C. Cochran, Secretary to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

[Signature]  
Notary Public in and for the State of  
Washington,  
Residing at Olympia



Filed for record MAR 10 1972  
Request of TACOMA TITLE CO.  
Richard A. Greco, Pierce County Auditor

8 30 am

THIS IS AN INSTRUMENT OF THE STATE OF WASHINGTON RECORDED AT THE OFFICE OF THE DEPARTMENT OF HIGHWAYS AND RECORDS. NO RECORDING OR EXCISE TAX IS TO BE PAID ON THIS INSTRUMENT TO THE STATE OF WASHINGTON.

WARRANTY DEED

The Grantor, WEYERHAEUSER COMPANY, a Washington corporation, of Tacoma, Washington, for and in consideration of making a capital contribution to its wholly-owned subsidiary, does hereby convey and warrant unto WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, of Tacoma, Washington, the real property situated in the County of Pierce, State of Washington, described on the attached EXHIBIT A.

Subject to any easement or right of way in the public, for any public roads heretofore established or existing on said lands and to all matters of public record.

Dated this 18th day of December, 1989.

INDEXED BY LADDER 0  
No. 746341 Date 1-23-90  
Pierce County

By EDrury Auth. Sig



90 FEB -2 Pli 3:09

WEYERHAEUSER COMPANY

By: John W. Creighton Jr.  
President

Attest: Robert N. Mogensen  
Assistant Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 20th day of December, 1989, before me personally appeared John W. Creighton, Jr. and Robert N. Mogensen, to me known to be the President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Pamela M. Redmon  
Notary Public in and for the State of Washington.  
My Appointment expires: October 1, 1993

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EXHIBIT AIN PIERCE COUNTY, WASHINGTONIN TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M.

Section 23: The East Half (E $\frac{1}{2}$ ), LESS AND EXCEPT those portions of the North Half of the Northwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ), conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's Fee No. 8401170220.

Section 24: The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), the West Half of the Southeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), LESS AND EXCEPT those portions conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's Fee No. 8401170220, and to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

That portion of the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) lying Southerly of the South right of way line of the Puget Sound Outfall Channel and Westerly of the West right of way boundary of the DuPont-Steilacoom County Road, LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

Section 25: The West Half of the West Half of the West Half of the Northwest Quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ ), LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

That portion of the West Half of the West Half of the Northwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), lying Northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527, and Westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

That portion of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) lying Northeasterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527, and Southerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100, and Westerly of the West right of way line of the DuPont-Steilacoom County Road.

9002020329

Section 26: The Northeast Quarter (NE $\frac{1}{4}$ ).

Those portions of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) lying Easterly of the Westerly right of way line of proposed Center Drive.

That portion of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying Northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527.

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ).

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying Easterly of the proposed Westerly right of way line of Center Drive, LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

That portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying Northwesterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527, LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

Section 35: That portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) lying Southwesterly of the parcel conveyed to Weyerhaeuser Real Estate Company dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

That portion of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) lying Easterly of the Westerly right of way line of proposed Center Drive, LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

Those portions of the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying Easterly of the Westerly right of way line of proposed Center Drive and Northerly of the North line of Wilmington Drive and Westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's Fee No. 8901260100.

Section 36: That portion of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) lying Easterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527, and Easterly of Block "L" of the Replat of the Village of DuPont, as recorded in Volume 15 of Plats, page 66, and Northerly of the Southerly line of a 15 foot easement granted to the Pierce County School District No. 7 for a path, recorded under Auditor's File No. 1604647,

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and Northwesterly of the West right of way line of the DuPont-Steilacoom County Road, LESS AND EXCEPT the following described tract of land:

Commencing at the Northwest corner of said Section 36;  
Thence South 00°25'24" East along the West line of said Section 36, a distance of 1,314.18 feet to Fort Lewis Monument Number 270;  
Thence South 18°17'53" East, 738.12 feet to a point on the Southerly margin of Frontage Road and the Northerly margin of Northern Pacific Railroad Right of Way;  
Thence North 71°38'25" East along said margin 2,027.10 feet to a point at the intersection of the centerline of Barksdale Avenue and the Northerly margin of the Northern Pacific Railroad Right of Way;  
Thence North 61°51'03" West along said centerline 316.74 feet;  
Thence North 28°08'57" East, 30.00 feet to the Northerly margin of Barksdale Avenue;  
Thence North 66°50'39" East, 26.84 feet;  
Thence North 31°30'00" East, 142.33 feet to the True Point of Beginning;  
Thence continuing North 31°30'00" East, 757.43 feet to the Westerly margin of DuPont-Steilacoom Road;  
Thence South 21°30'41" West along said Westerly margin 507.33 feet;  
Thence South 31°30'00" West, 233.24 feet;  
Thence North 74°05'15" West, 91.36 feet to the True Point of Beginning.

Subject to all matters of record and the rights of the public in and to any public roads.

Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, that Grantee and Grantee's successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor hereby further reserves unto itself, its successors and assigns, forever, twenty-five percent (25%) of the net proceeds realized by Grantee, its successors and assigns, from each sale of sand, gravel, rock and aggregate mined, produced and removed from the land.

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,  
WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation

("Grantor" herein), grants, conveys and warrants to PUGETSOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Pierce County, Washington.

As indicated by Exhibit "A" attached hereto and with this reference made a part hereof.

89 DEC 18 AM 10:51  
 COUNTY CLERK  
 PIERCE COUNTY WASH  
*[Signature]*

90 APR 12 AM 11:04  
 COUNTY CLERK  
 PIERCE COUNTY WASH  
*[Signature]*

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:  
 A Right of Way ----- feet in width having ----- feet of such width on each side of a center line described as follows:-----

As indicated by Exhibit "B" attached hereto and with this reference made a part hereof.

DEC 18 1989  
 COUNTY CLERK  
 PIERCE COUNTY

By E. Drury Auth Sig

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.
2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
3. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.
4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.
5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted, provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

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25-

7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.  
 103-L E½ 23 (19-1E) ALL 26 (19-1E) 9004120162  
 89-01986/MH SW¼ 24 (19-1E) NE¼ 35 (19-1E)  
 88-09332/MH W¼ 25 (19-1E) NW¼ 36 (19-1E) 8912180215



That portion of the East half of Section 23, the South half of Section 24, the West half of Section 25, Section 26, the East half of Section 35 and the Northwest quarter of Section 36, all in Township 19 North, Range 1 East, more particularly described as follows:

Commencing at the Northwest corner of the East half of said Section 23; thence along the West line of said East half South 2°06'15" West, 600.08 feet to the true point of beginning; thence continuing along the said West line, South 2°06'15" West, 4717.42 feet to the Southwest corner of the said East half of Section 23; thence along the East line of the Northeast quarter of Section 26, South 1°40'37" West, 1473.84 feet to a point on the Northerly right-of-way line of proposed Center Drive, said point being a point on a non-tangent curve; thence along the said Northerly and Westerly right-of-way of said Center Drive the following courses:

Southwesterly 393.10 feet along the arc of a non-tangent curve to the left, having a radius of 1560.00 feet, the radius point of which bears South 47°44'29" East, through a central angle of 14°26'16" to a point of tangency; South 27°49'15" West, 123.10 feet to a point of curvature; Southwesterly 2191.07 feet along the arc of a tangent curve to left, having a radius of 2560.00 feet, through a central angle of 49°02'19" to a point of tangency; South 21°13'04" East, 944.61 feet to a point of curvature; Southeasterly 1418.58 feet along the arc of a tangent curve to the right, having a radius of 2440.00 feet, through a central angle of 33°18'39" to a point of tangency; South 12°05'35" West, 508.65 feet to a point of curvature; Southeasterly 938.68 feet along the arc of a tangent curve to the left, having a radius of 1060.00 feet, through a central angle of 50°44'17"; South 38°38'42" East, 490.92 feet to a point on the Northerly right-of-way margin of Wilmington Drive, 80 feet in width;

Thence along said Northerly right-of-way North 71°38'03" East, 2393.96 feet to a point, said point being on the Westerly line of a parcel of land as shown on a Record of Survey as filed under Recording Number 8803030092, Records of Pierce County, Washington; thence along the Westerly line of said parcel, North 18°18'29" West, 658.00 feet to a concrete monument known as Fort Lewis Monument 270; thence continuing North 18°18'29" West, along the Westerly line of a parcel of land as shown by Donation Deed recorded January 14, 1977, 1028.66 feet to a point on a non-tangent curve, said point also being on the Southerly property line of that certain parcel of land as described by deed recorded in Volume 0358, page 0158, Recording Number 8609160527, Records of Pierce County, Washington. Thence along the Southerly, Westerly and Northerly lines of said deed to the Northeasterly corner of Block "L" of the Replat of the Village of DuPont, as recorded in Volume 15 of Plats, Page 66, Records of Pierce County, Washington under Auditor's File Number 1582744; thence along the Southeasterly line of said Block "L" to the Northeasterly right-of-way margin of Barksdale Avenue, as shown on said Replat

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of Village of DuPont; thence along said Northeasterly right-of-way of Barksdale Avenue and the Northwesterly and Westerly rights-of-way of Wilmington Drive and the DuPont-Steilacoom Road to the Southerly line of a 200 foot easement as described by instrument recorded in Volume 1054, Page 309, under Recording Number 1674527; thence Westerly and Northerly along the Southerly and Westerly line of said easement to the South line of the North 600 feet of the Northeast quarter of said Section 23; thence along said South line, North  $88^{\circ}24'22''$  West, 1429.11 feet to the true point of beginning. EXCEPT for County roads. Together with the following described property:

Beginning at a monument known as Fort Lewis Monument 268; thence North  $1^{\circ}40'18''$  East, 272.90 feet to a monument known as Fort Lewis Monument 267; thence North  $88^{\circ}17'10''$  West, 291.10 feet to a monument known as Fort Lewis Monument 266, said monument lying on the East line of the Northwest quarter of said Section 36; thence along said East line, North  $1^{\circ}38'51''$  East, 418.71 feet; thence North  $90^{\circ}$  West, 176.67 feet to the Easterly right-of-way margin of DuPont-Steilacoom Road, 80.00 feet in width; thence along the said Easterly margin of DuPont-Steilacoom Road, along the Easterly right-of-way margin of Wilmington Drive and along the Northerly right-of-way margin of Barksdale Avenue to the Northwesterly right-of-way of the Burlington Northern Railroad right-of-way; thence along the said Northwesterly right-of-way to the point of beginning.

Exhibit "A"

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That portion of the Northwest quarter and of the Southwest quarter of Section 25, Township 19 North, Range 1 East, W.M., Pierce County, Washington, being a 40.00 foot wide easement for power facilities, lying 35.00 feet to the left of and 5.00 feet to the right of the following described centerline:

COMMENCING at Fort Lewis Monument No. 262 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording No. 8806170120;

THENCE S 87°57'04" E, 612.46 to Point 'L' also the centerline of Dupont-Steilacoom Highway;

THENCE along said centerline, N 01°42'01" E, 206.19 feet to Point 'A';

THENCE continuing along said centerline, N 01°42'01" E, 34.88 feet to Point 'B';

THENCE continuing along said centerline, N 01°42'01" E, 780.12 feet to Point 'C';

THENCE continuing along said centerline, N 01°42'01" E, 1044.49 feet to Point 'D';

THENCE continuing along said centerline, N 01°42'01" E, 95.00 feet;

THENCE N 88°17'51" W, 50.00 feet to the TRUE POINT OF BEGINNING on the Westerly margin of said Dupont-Steilacoom Highway;

THENCE continuing N 88°17'51" W, 10.00 feet to the terminus of said centerline description;

TOGETHER WITH that portion of said subdivision, being a 30.00 foot wide easement for power facilities, lying 10.00 feet to



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the left of and 20.00 feet to the right of the following described centerline:

COMMENCING at said Point 'D';

THENCE N 88°17'59" W, 126.92 feet to Point 'E';

THENCE continuing N 88°17'59" W, 356.80 feet to a point of curvature;

THENCE Westerly 141.13 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 03°14'04" to Point 'F', being a point on said curve;

THENCE continuing Westerly 34.42 feet along said curve to the right, having a radius of 2500.00 feet, through a central angle of 00°47'19" to Point 'G', being a point on said curve;

THENCE continuing Westerly 422.87 feet along said curve to the right, having a radius of 2500.00 feet, through a central angle of 09°41'29" to a point of tangency;

THENCE N 74°35'06" W, 21.33 feet to Point 'H';

THENCE continuing N 74°35'06" W, 85.83 feet to Point 'I';

THENCE continuing N 74°35'06" W, 488.37 feet to a point of curvature;

THENCE Westerly 191.60 feet along the arc of a tangent curve to the left, having radius of 2500.00 feet, through a central angle of 04°23'28" to Point 'J', being a point on said curve;

THENCE continuing Westerly 20.00 feet along said curve to the left, having a radius of 2500.00 feet, through a central angle of 00°27'31" to Point 'K', being a point on said curve;

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THENCE continuing Westerly 434.52 feet along said curve to the left, having a radius of 2500.00 feet, through a central angle of 09°57'30" to a point on said curve;

THENCE N 00°36'25" E, 58.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 00°36'25" E, 18.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following centerline:

COMMENCING at said Point 'A';

THENCE N 88°17'59" W, 88.68 feet to Point 'M';

THENCE continuing N 88°17'59" W, 65.00 feet to a point of curvature;

THENCE Southwesterly 103.97 feet along the arc of a tangent curve to the left, having radius of 175.00 feet, through a central angle of 34°02'30" to a point of tangency;

THENCE S 57°39'31" W, 44.85 feet to a point of curvature;

THENCE Westerly 119.00 feet along the arc of a tangent curve to the right, having a radius of 225.00 feet, through a central angle of 30°18'11" to Point 'N', being a point on said curve;

THENCE continuing Westerly 267.17 feet along said curve to the right, having radius of 225.00 feet, through a central angle of 68°02'01" to a point on said curve;

THENCE N 65°59'44" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 65°59'44" E, 10.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

COMMENCING at said Point 'B';

THENCE N 88°17'59" W, 40.00 feet to the Westerly margin of said Dupont-Steilacoom Highway and the TRUE POINT OF BEGINNING;

THENCE continuing N 88°17'59" W, 12.00 feet to the terminus said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each following described centerline:

COMMENCING at said Point 'C';

THENCE N 88°17'59" W, 40.00 feet to the Westerly margin of said Dupont-Steilacoom Highway and the TRUE POINT OF BEGINNING;

THENCE continuing N 88°17'59" W, 12.00 feet to the terminus said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 35.00 foot wide easement for power facilities, lying 20.00 feet to the left of and 15.00 feet to the right of the following described centerline:

COMMENCING at said Point 'E';

THENCE N 01°42'01" E, 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 01°42'01" E, 20.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 18.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 13.00 feet to the right of the following described centerline:

COMMENCING at said Point 'F';

THENCE N 04°56'05" E, 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 04°56'05" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

COMMENCING at said Point 'G';

THENCE S 05°43'24" W, 91.57 feet to Point 'O';

THENCE continuing S 05°43'24" W, 8.43 feet to a point of curvature;

THENCE Southeasterly 243.10 feet along the arc of a tangent curve to the left, having radius of 400.00 feet, through a central angle of 34°49'15" to a point of reverse curvature;

THENCE Southerly 102.15 feet along the arc of a tangent curve to the right, having a radius of 200.00 feet, through a central angle of 29°15'52" to Point 'P', being a point on said curve;

THENCE continuing Southerly 205.73 feet along said curve to the right, having a radius of 200.00 feet, through a central angle of 58°56'16" to a point on said curve;

THENCE S 30°53'43" E, 28.00 feet to the TRUE POINT OF BEGINNING;

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THENCE continuing S 30°53'43" E, 12.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 72.00 foot wide easement for power facilities, lying 56.00 feet to the left of and 16.00 feet to the right of the following described centerline:

COMMENCING at said Point 'H';

THENCE N 15°24'54" E, 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 15°24'54" E, 39.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 10.00 feet to the right of the following described centerline:

COMMENCING at said Point 'I';

THENCE N 15°24'54" E, 98.00 feet to Point 'Q';

THENCE continuing N 15°24'54" E, 165.48 to a point of curvature;

THENCE Northerly 398.10 feet along the arc of a tangent curve to the left, having a radius of 1600.00 feet, through a central angle of 14°15'22" to a point of tangency;

THENCE N 01°09'32" E, 278.42 feet to Point 'R';

THENCE continuing N 01°09'32" E, 685.01 feet;

THENCE S 88°50'28" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 88°50'28" E, 10.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 10.00 feet to the right of the following described centerline:

COMMENCING at said Point 'J';

THENCE N 11°01'26" E, 58.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 11°01'26" E, 12.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 10.00 feet to the left of and 5.00 feet to the right of the following described centerline:

COMMENCING at said Point 'K';

THENCE S 10°33'55" W, 93.00 feet to Point 'S';

THENCE continuing S 10°33'55" W, 7.00 feet to a point of curvature;

THENCE Southwesterly 126.41 feet along the arc of a tangent curve to the right, having radius of 250.00 feet, through a central angle of 28°58'17" to a point of reverse curvature;

THENCE Southerly 213.59 feet along the arc of a tangent curve to the left, having radius of 250.00 feet, through a central angle of 48°57'02" to a point on said curve;

THENCE N 80°35'10" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 80°35'10" E, 10.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 40.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 35.00 feet to the right of the following described centerline:

COMMENCING at said Point 'M';

THENCE N 01°42'01" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 01°42'01" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 10.00 feet to the right of the following described centerline:

COMMENCING at said Point 'N';

THENCE N 02°02'18" W, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 02°02'18" W, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 40.00 foot wide easement for power facilities, lying 35.00 feet to the left of and 5.00 feet to the right of the following described centerline:

COMMENCING at said Point 'O';

THENCE S 84°16'36" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 84°16'36" E, 10.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 5.00 feet to the left of and 10.00 feet to the right of the following described centerline:

COMMENCING at said Point 'P';

THENCE S 89°49'59" E, 28.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 89°49'59" E, 12.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 10.00 feet to the left of and 5.00 feet to the right of the following described centerline:

COMMENCING at said Point 'Q';

THENCE S 74°35'06" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 74°35'06" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

COMMENCING at said Point 'R';

THENCE S 88°50'28" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 88°50'28" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

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COMMENCING at said Point 'S';

THENCE S 79°26'05" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 79°26'05" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

COMMENCING at said Point 'L';

THENCE along said centerline of Dupont-Steilacoom Highway, S 01°42'01" W, 623.81 feet to Point 'T';

THENCE continuing along said centerline, S 01°42'01" W, 90.00 feet to Point 'V';

THENCE continuing along said centerline, S 01°42'01" W, 849.14 feet to a point of curvature;

THENCE continuing along said centerline, Southerly 35.93 feet along the arc of a tangent curve to the right, having a radius of 1686.32 feet, through a central angle of 01°13'15" to a point on said curve;

THENCE N 87°04'44" W, 40.00 feet to the Westerly margin of said Dupont-Steilacoom Highway and the TRUE POINT OF BEGINNING;

THENCE continuing N 87°04'44" W, 13.63 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 65.00 foot wide easement for power facilities, lying 60.00 feet to the left of and 5.00 feet to the right of the following described centerline:

COMMENCING at said Point 'T';



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THENCE N 88°17'59" W, 40.00 feet to the Westerly margin of said Dupont-Steilacoom Highway and the TRUE POINT OF BEGINNING;

THENCE continuing N 88°17'59" W, 12.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 feet on each side of the following described centerline:

COMMENCING at said Point 'V';

THENCE N 88°17'59" W, 102.89 feet to Point 'W';

THENCE continuing N 88°17'59" W, 70.00 feet to a point of curvature;

THENCE Southwesterly 130.90 feet along the arc of a tangent curve to the left, having radius of 300.00 feet, through a central angle of 25°00'00" to a point of tangency;

THENCE S 66°42'01" W, 31.67 feet to a point of curvature;

THENCE Southwesterly 130.90 feet along the arc of a tangent curve to the right, having a radius of 300.00 feet, through a central angle of 25°00'00" to a point of tangency;

THENCE N 88°17'59" W, 59.09 feet to Point 'X';

THENCE continuing N 88°17'59" W, 60.91 feet to a point of curvature;

THENCE Northwesterly 210.25 feet along the arc of a non-tangent curve to the left, having a radius of 205.00 feet, the radius point of which bears N 88°17'59" W, through a central angle of 58°45'48" to a point of reverse curvature;

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THENCE Northwesterly 154.01 feet along the arc of a tangent curve to the right, having a radius of 255.00 feet, through a central angle of  $34^{\circ}36'15''$  to Point 'Y', being a point on said curve;

THENCE continuing Northwesterly 46.00 feet along said curve to the right, having a radius of 255.00 feet, through a central angle of  $10^{\circ}20'09''$  to a point of reverse curvature;

THENCE Westerly 370.01 feet along the arc of a tangent curve to the left, having a radius of 190.00 feet, through a central angle of  $111^{\circ}34'40''$  to a Point 'Z', being a point on said curve;

THENCE continuing Westerly 40.00 feet along the arc of said curve to the left, having a radius of 190.00 feet, through a central angle of  $12^{\circ}03'44''$  to a point of reverse curvature;

THENCE Southwesterly 194.99 feet along the arc of tangent curve to the right, having a radius of 400.00 feet, through a central angle of  $27^{\circ}55'48''$  to a point of reverse curvature;

THENCE Southwesterly 131.00 feet along the arc of a tangent curve to the left, having a radius of 180.00 feet, through a central angle of  $41^{\circ}41'55''$  to Point 'ZA', being a point said curve;

THENCE continuing Southerly 343.09 feet along said curve to the left, having a radius of 180.00 feet, through a central angle of  $109^{\circ}12'30''$  to a point of reverse curvature;

THENCE Southeasterly 22.00 feet along the arc of a tangent curve to the right, having a radius of 500.00 feet, through a central angle of  $02^{\circ}31'16''$  to Point 'ZB', being a point on said curve;

EXHIBIT "B"

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THENCE continuing Southeasterly 98.82 feet along said curve to the right, having a radius of 500.00 feet, through a central angle of 11°19'25" to a point of tangency;

THENCE S 64°53'43" E, 281.23 feet to Point 'ZC';

THENCE continuing S 64°53'43" E, 10.00 feet to a point of curvature;

THENCE Northeasterly 288.75 feet along the arc of a tangent curve to the left, having a radius of 205.00 feet, through a central angle of 80°42'14" to a point on said curve;

THENCE S 55°35'57" E, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 55°35'57" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 30.00 foot wide easement for power facilities, lying 15.00 feet on each side of the following described centerline:

COMMENCING at said Point 'W';

THENCE N 01°42'01" E, 40.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 01°42'01" E, 19.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 46.00 foot wide easement for power facilities, lying 31.00 feet to the left of and 15.00 feet to the right of the following described centerline:

COMMENCING at said Point 'X';

THENCE N 01°42'01" E, 40.00 feet to the TRUE POINT OF BEGINNING;

EXHIBIT "B"

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THENCE continuing N 01°42'01" E, 26.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 on each side of the following described centerline:

COMMENCING at said Point 'Y';

THENCE N 67°32'26" E. 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE N 67°32'26" E, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 5.00 to the left of and 10.00 feet to the right of the following described centerline:

COMMENCING at said Point 'Z';

THENCE N 33°42'05" W, 28.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 33°42'05" W, 12.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 on each side of the following described centerline:

COMMENCING at said Point 'ZA';

THENCE N 59°31'55" W, 28.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 59°31'55" W, 12.00 feet to the terminus of said centerline description;

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ALSO TOGETHER WITH that portion of said subdivision, being a 15.00 foot wide easement for power facilities, lying 10.00 to the left of and 5.00 to the right of the following described centerline:

COMMENCING at said Point 'ZB';

THENCE S 13°46'51" W, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 13°46'51" W, 10.00 feet to the terminus of said centerline description;

ALSO TOGETHER WITH that portion of said subdivision, being a 10.00 foot wide easement for power facilities, lying 5.00 on each side of the following described centerline:

COMMENCING at said Point 'ZC';

THENCE S 25°06'17" W, 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing S 25°06'17" W, 10.00 feet to the terminus of said centerline description.

EXCEPT these portions of said property delineated as street and/or road Rights-of-Way.

EXHIBIT "B"

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VOL 654-PAGE 2726

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**NOTICE REGARDING OPEN SPACE**

RECORDED  
BRIAN SONNTAG  
AUDITOR PIERCE, FENNER & SMITH

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DEC 7 8 1990

THIS NOTICE REGARDING OPEN SPACE is made this 10th day of December, 1990, by WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, ("Declarant").

1. Recitals.

Declarant is in the process of developing property within the City of DuPont, Washington, known as Northwest Landing. In connection with the use and development of that property, the Weyerhaeuser Company, the Declarant's predecessor and affiliate, executed a Memorandum of Agreement October 15, 1984, with the City of DuPont. Under the terms of that Memorandum of Agreement, Weyerhaeuser agreed to dedicate certain property to the City as open space and further agreed to record a Notice making that obligation a matter of public record. To meet that latter obligation, the Declarant hereby gives the following notice.

2. Development Plan.

Declarant is developing Northwest Landing under a long-term development plan in which its property will be developed and sold in phases. This Notice will be initially recorded against Phase I of the development which is legally described on Exhibit "A" to this Notice. As additional phases are developed, Declarant will supplement this Notice by the recording of subsequent instruments to encompass newly developed portions of the property.

3. Dedication of Open Space.

The Declarant has agreed to dedicate open space which is described in the memorandum of Agreement described above and which is shown in the City of DuPont's comprehensive plan. This obligation runs with the land and the dedication is to occur at the time of development as required in the City of DuPont's Zoning Code, Sections 020.000 and 030.000. Purchasers of the property described on Exhibit "A" are notified of the requirement for open space dedication. This Notice is only intended to give record notice of existing obligations, and shall not be construed to expand the duty of dedication beyond what has already been agreed.

Auditor's Note:  
Legal description omitted,  
EXHIBIT "A"

DEC 21 1990

THIS INSTRUMENT IS BEING RE-RECORDED TO ADD EXHIBIT "A"

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

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VOL 656 PAGE 3000

4. Successors and Assigns.

The provision of this Notice shall run with the land and be binding upon the Declarant, its successors and assigns.

WEYERHAEUSER REAL ESTATE COMPANY  
a Washington corporation

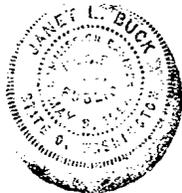
By: Robert L. Shedd  
Its: Vice President

STATE OF WASHINGTON )  
                                  ) ss  
County of Pierce      )

On this 10th day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Shedd to me 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 he is 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.

Janet L. Buck  
NOTARY PUBLIC in and for the State of  
Washington, residing at Gig Harbor.  
My commission expires 5-9-94.



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EXHIBIT A  
to  
NORTHWEST LANDING

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The legal description of the lands constituting the first phase of Northwest Landing (the "Covered Property") is as follows:

The area in which these improvements will be located is that portion of Sections 23, 24, 25, 26, 35 and 36, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

-COMMENCING at the North quarter corner of said Section 23;

-THENCE along the North-South center of the Section line, South to a point lying 600 feet Southerly when measured at right angles from the North line of said Section 23 and the TRUE POINT OF BEGINNING;

-THENCE continuing along said North-South center of Section line, South to the South quarter corner of said Section 23;

-THENCE along the North-South center of Section line of said Section 26, South to a point of intersection with the proposed Westerly margin of Center Drive;

-THENCE along said Westerly margin, Southerly to a point of intersection with the Northerly margin of Wilmington Drive;

-THENCE along said Northerly margin, Northeasterly to a concrete monument with brass cap as shown on Record of Survey, Recorded in Volume 473, Page 378 under Recording Number 8803030092;

-THENCE Northwesterly to Fort Lewis Monument Number 270, said point being the Southeast corner of the Northeast quarter of the Northeast quarter of Section 35 and the Southwest corner of that certain tract of land conveyed to the City of DuPont, by Donation Deed, dated January 14, 1977;

-THENCE Northwesterly along the Westerly line of the tract conveyed by said Deed, dated January 14, 1977, to the Southerly line of a tract of land conveyed to the City of DuPont by Donation Deed as recorded under Recording Number 8609160527;

-THENCE Northwesterly, Northeasterly, Southeasterly and Southwesterly along said tract conveyed to the City of DuPont by Donation Deed, to the Northeasterly corner of Block "L" of the Replat of the Village of DuPont, as recorded in Volume 15 of Plats, Page 66, Records of Pierce County, Washington;

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-THENCE Southwesterly along the Southeasterly line of said Block "L" to the Northerly margin of Barksdale Avenue;

-THENCE Southeasterly along the said Northerly margin to the Northerly margin of Burlington Northern Railroad;

-THENCE Northeasterly along the said Northerly margin of Burlington Northern Railroad to Fort Lewis Monument Number 268;

-THENCE Northerly to Fort Lewis Monument Number 267;

-THENCE Westerly to Fort Lewis Monument Number 266;

-THENCE Northerly to the Southeast corner of a parcel of land conveyed to the U.S.A. by Deed under Recording Number 8401170062 as Parcel 2-W;

-THENCE West along the South line of said parcel to the West margin of Wilmington Drive;

-THENCE Northeasterly and Northerly along the Westerly margin of Wilmington Drive and the Westerly margin of DuPont-Steilacoom Highway, to the Southerly line of the Puget Sound Outfall Channel as described in Pierce County Auditor's File Number 1674527;

-THENCE Westerly and Northerly along the Southerly and Westerly line of said Puget Sound Outfall Channel to a point, said point lying 600 feet when measured at right angles from the North line of said Section 23;

-THENCE Westerly to the TRUE POINT OF BEGINNING.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

NORTHWEST LANDING COMMERCIAL PROPERTY



HYATT & RHODES, P.C.

Attorneys

1200 Peachtree Center South Tower  
225 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
(404) 659-6600

Return to:

Weyerhaeuser Real Estate Co.

WRE 1-1

Tacoma, WA 98477

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

NORTHWEST LANDING COMMERCIAL PROPERTY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 20th day of August, 1992, by Weyerhaeuser Real Estate Company, Land Management Division.

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (or if not the owner, Declarant has the written consent of the owner to subject such property to this Declaration). Declarant intends by this Declaration to: (1) impose upon the Commercial Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such property; (2) provide a flexible and reasonable procedure for the overall development of the Commercial Properties; (3) establish a method for the administration, maintenance, preservation, use and enjoyment of the Commercial Properties; and (4) create easements, covenants, conditions and restrictions to protect the value and desirability of the real property subject to this Declaration.

Declarant hereby declares that the Commercial Properties shall be held, sold, used and conveyed subject to the provisions of this Declaration which are for the purpose of protecting the value and desirability of and which shall run with title to the Commercial Properties. This Declaration shall be binding on all parties having any interest in the Commercial Properties, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE I: DEFINITIONS

- 1.1. "Areas of Common Responsibility": the Commercial Common Area and other areas, if any, which become the responsibility of the Commercial Association, including the property to be maintained by the Commercial Association pursuant to Article IV and the Covenant to Share Costs.
- 1.2. "Articles": the Articles of Incorporation of Northwest Landing Commercial Owners Association, as filed with the Secretary of State of the State of Washington.
- 1.3. "Base Assessment": assessments levied on all Units subject to assessment under Article IX to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 9.1 and 9.2.
- 1.4. "Board of Directors" or "Board": the body responsible for administering the Commercial Association, selected as provided in the By-Laws and serving as the board of directors under Washington corporate law.
- 1.5. "By-Laws": the By-Laws of the Commercial Association attached as Exhibit "D," and incorporated by reference, as they may be amended.

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1.6. "Class "B" Control Period": the period during which the Class "B" Member is entitled to appoint a majority of the Board members under Section 3.2 of the By-Laws.

1.7. "Commercial Association": Northwest Landing Commercial Owners Association, its successors or assigns.

1.8. "Commercial Common Area": all real and personal property which the Commercial Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Commercial Association for those purposes.

1.9. "Commercial Properties": the real property described in Exhibit "A" and all additional property subjected to this Declaration under Article VIII.

1.10. "Common Expenses": the actual and estimated expenses incurred, or anticipated to be incurred, by the Commercial Association for the general benefit of all Owners, including any reasonable reserve, all as may be found necessary and appropriate by the Board under this Declaration, the By-Laws and the Articles of the Commercial Association.

1.11. "Community-Wide Standards": standards of conduct, maintenance or other activity generally prevailing throughout the Commercial Properties. Such standards may be more specifically determined by the Board and the New Construction Committee.

1.12. "Covenant to Share Costs": the Declaration of Easements and Covenant to Share Costs for Northwest Landing attached as Exhibit "E," and incorporated by reference, as it may be amended.

1.13. "Declarant": Weyerhaeuser Real Estate Company, Land Management Division and its: (a) successors by merger or consolidation; (b) successors-in-title or (c) assignee, provided any such successor-in-title or assignee shall own or acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in the attached Exhibit "A" or Exhibit "B," and provided further, in the instrument of conveyance to any such successor-in-title or in a recorded Supplemental Declaration in the case of an assignment, such successor-in-title or assignee is designated as the "Declarant" hereunder by the grantor of such conveyance or assignor, as the case may be, which grantor or assignor shall be the "Declarant" under this Declaration at the time of such conveyance or assignment; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" under this Declaration shall cease, it being understood that as to all of the property described in Exhibit "A" and Exhibit "B" which is now or hereafter subjected to this Declaration, there shall be only one "Declarant" at any one point in time.

1.14. "District": one or more Units which share common interests, other than those common to all Units in the Commercial Properties, as more

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particularly described in Section 2.3. For example, and by way of illustration and not limitation, an office complex comprised of several Units surrounding a common plaza, an industrial park comprised of several Units sharing an entry feature or other common public areas, or a retail/commercial center comprised of various Units sharing common public areas, or a business condominium, each might be designated as separate Districts. Where the context so permits or requires, the term "District" also refers to a District Association or the District Committee established under the By-Laws to act for the Units within the District.

1.15. "District Assessments": assessments levied against the Units in a particular District or Districts to fund District Expenses, as more particularly described in Sections 9.1 and 9.3.

1.16. "District Association": any condominium association or other owners association having concurrent jurisdiction over any part of the Commercial Properties.

1.17. "District Expenses": the actual and estimated expenses incurred or anticipated to be incurred by the Commercial Association for the benefit of Owners of Units within a particular District or Districts, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized by the Board and as more particularly authorized herein or in Supplemental Declarations applicable to the Districts.

1.18. "Maintenance Expenses": the actual and estimated expenses of maintaining, operating, insuring and replacing Maintenance Property, which are to be allocated among all owners of property in Northwest Landing in accordance with the Covenant to Share Costs.

1.19. "Maintenance Property": those portions of the Area of Common Responsibility which are maintained by the Commercial Association under the Covenant to Share Costs.

1.20. "Master Plan": the land use plan for the development of Northwest Landing as it may be amended from time to time, which includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B," portions of which Declarant may subject to this Declaration under Section 8.1. The Master Plan is subject to and is intended to implement the Comprehensive Plan and Zoning Code for the City of DuPont. Inclusion of property on the Master Plan shall not obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar Declarant from submitting such property to the Declaration under Article VIII. The Master Plan reflects considerable thought and long-range planning; however, market conditions, technological and cultural changes undoubtedly will require revisions in the Master Plan over the long-term development of the Commercial Properties.

1.21. "Member": a Person entitled to membership in the Commercial Association.

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1.22. "Mortgage": any mortgage, deed of trust, or similar instrument used for the purpose of encumbering Commercial Properties as security for payment or satisfaction of an obligation.

1.23. "Mortgagee": the holder of a Mortgage.

1.24. "Mortgagor": any Person who gives a Mortgage.

1.25. "Northwest Landing": the master-planned development comprised of all property subjected (now or later) to this Declaration and the Residential Declaration.

1.26. "Northwest Landing Residential Owners Association" or "Residential Association": Northwest Landing Residential Owners Association, a Washington corporation, formed or to be formed to serve as the mandatory membership owners association under the Residential Declaration.

1.27. "Owner": one or more Persons who hold the record title to any Unit, except persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner. If a recorded contract of sale specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is in condominium ownership, the District Association administering such Unit will be considered the Owner.

1.28. "Person": a natural person, corporation, partnership, trustee or any other legal entity.

1.29. "Private Amenities": real property and the improvements and facilities thereon located adjacent to, in the vicinity of, or within the Commercial Properties, which are privately owned and operated by Persons other than the Commercial Association for recreational and related purposes, on a club membership basis or otherwise, and including, without limitation, a golf course, if any, so located.

1.30. "Residential Declaration": the declaration of covenants, conditions, restrictions, and easements, by whatever name denominated, which has been or will be separately recorded by Declarant in the records of Pierce County, Washington, applicable to the residential properties within Northwest Landing and providing for the Northwest Landing Residential Owners Association.

1.31. "Special Assessments": assessments levied under Section 9.5.

1.32. "Specific Assessments": assessments levied under Section 9.6.

1.33. "Supplemental Declaration": an amendment or supplement to this Declaration filed under Article VIII which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional covenants, conditions or restrictions on the land described therein.

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1.34. "Unit": any contiguous portion of the Commercial Properties, whether improved or unimproved, other than Commercial Common Area and property dedicated to the public, which may be independently owned, conveyed, developed and used for commercial purposes consistent with this Declaration. If any Unit is subdivided and some or all of the subdivisions thereof are conveyed separately, each resulting parcel shall be considered a Unit; provided, that development of a Unit under condominium ownership shall not be considered a subdivision and condominium units thus created shall not be Units.

#### ARTICLE II: MEMBERSHIP AND VOTING RIGHTS

2.1. Membership. Every Owner shall have a membership in the Commercial Association. No Owner shall have more than one membership per Unit owned. If a Unit is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 2.2 and in the By-Laws. All co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised only by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Commercial Association.

2.2. Voting. The Commercial Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall have the number of votes assigned to the Units it owns under the formula set out in Exhibit "C." If there is more than one Owner of a particular Unit, the votes for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Commercial Association in writing prior to any meeting. Absent such advice, the Unit's votes shall be suspended if more than one Person seeks to exercise them. The Owner may assign some or all of its voting rights to the lessee of a Unit, by written proxy filed with the Secretary of the Commercial Association in accordance with the By-Laws.

(b) Class "B." The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member are specified elsewhere in the Articles, Declaration and By-Laws. The Class "B" Member may appoint a majority of the Board members during the Class "B" Control Period, as specified in Section 3.2 of the By-Laws. The Class "B" membership shall terminate and convert to Class "A" membership upon the expiration of the Class "B" Control Period as provided in Section 3.2 of the By-Laws.

#### 2.3. Districts.

(a) General. Every Unit shall be located within a District; provided, however, if an entire District is owned by one Person, the District shall be both a Unit and a District. In the discretion of the Owner(s) and developer(s) of each District, the Units within a particular District may be made subject to additional covenants and the Owners of Units within a

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particular District may also be mandatory members of a District Association; however, there shall be no requirement that a District Association be created for any District except in the case of a District which is developed as a condominium. Any District which does not have a District Association shall have a District Committee, as described in Section 5.3 of the By-Laws, to represent the interests of Owners of Units in such District. Each District may, upon the affirmative vote, written consent, or any combination thereof, of Owners holding a majority of the total votes allocated to Units within the District, require the Commercial Association to provide a higher level of service or special services for the benefit of Units in the District, the costs of which shall be assessed against the benefitted Units in accordance with the formula set out on Exhibit "C."

(b) Establishment. Districts shall be established not later than, and may be modified until, the date of expiration of the Class "B" Control Period. Declarant shall establish and may modify Districts by filing an addendum to this Declaration designating by map or other description all of the Units within each District. After the expiration of the Class "B" Control Period, Declarant may unilaterally amend such addendum as additional property is subjected to this Declaration to change the composition of existing Districts or to establish new Districts to account for the additional property.

After expiration of Declarant's right to submit additional property under Article VIII, the Board shall have the right to file or amend such addendum. Neither recordation nor amendment of such addendum shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required. Until such time as an addendum is filed, all of the Commercial Properties shall constitute a single District. After an addendum is filed, any and all portions of the Commercial Properties which are not assigned to a specific District shall constitute a single District.

**ARTICLE III: RIGHTS AND OBLIGATIONS OF THE COMMERCIAL ASSOCIATION**

3.1. Commercial Common Area. The Commercial Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Commercial Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair under the terms and conditions of this Declaration and consistent with the Community-Wide Standards.

3.2. Personal Property and Real Property for Common Use. The Commercial Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Commercial Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B," personal property and easements and other property interests. Such property shall be accepted and thereafter maintained by the Commercial Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveyance.

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3.3. Rules. The Commercial Association, through its Board, may make, modify and enforce reasonable rules governing the use of the Commercial Properties, consistent with the rights and duties established by this Declaration. Such rules shall bind all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting of the Commercial Association by Owners holding a majority of the total Class "A" votes and, so long as such membership exists, by the Class "B" Member.

3.4. Enforcement. The Commercial Association may impose sanctions for violations of this Declaration, the By-Laws, or rules, including, without limitation, reasonable monetary fines and suspension of voting rights. In addition, the Commercial Association may exercise self-help remedies to cure violations under Section 3.22 of the By-Laws and may suspend any services it provides to the Unit of any Owner 30 days or more delinquent in paying any assessment or other charge due to the Commercial Association. The Board may seek relief in any court for violations or to abate nuisances. Board actions to impose or seek sanctions shall be governed by the By-Laws.

3.5. Implied Rights. The Commercial Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege.

3.6. Governmental Interests. Declarant may designate any sites it owns within the Commercial Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities. Development of such sites shall be subject to the architectural standards under Article X; however, neither the Commercial Association, the architectural committees, nor the Owners may object to the use of such sites for the designated public purposes.

3.7. Indemnification. The Commercial Association, to the fullest extent allowed by law, shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, except for their own individual misfeasance, malfeasance, misconduct or bad faith, and shall have no personal liability to third parties with respect to any contract or other commitment made or action taken by them in good faith on behalf of the Commercial Association. The Commercial Association shall indemnify and hold each such officer, director and committee member harmless against all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Commercial Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

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3.8. Dedication of Commercial Common Area. The Commercial Association, by Board resolution, may dedicate portions of the Commercial Common Area to any local, state, or federal government entity without a vote under Article VII when such conveyance is consistent with the Master Plan.

3.9. Security. NEITHER THE COMMERCIAL ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMERCIAL PROPERTIES. NEITHER THE COMMERCIAL ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE COMMERCIAL ASSOCIATION, AND ITS BOARD, DECLARANT, ANY SUCCESSOR DECLARANT, AND NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE COMMERCIAL ASSOCIATION, ITS BOARD, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT THE COMMERCIAL ASSOCIATION, ITS BOARD, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMERCIAL PROPERTIES.

3.10. Powers of the Commercial Association Relating to Districts. Since a District Committee is a committee of the Commercial Association, the Board shall have all of the power and control over any District Committee that it has under applicable law over other committees of the Commercial Association.

The Commercial Association may veto any action taken or contemplated by any District Association which the Board reasonably determines to be adverse to the interests of the Commercial Association or its Members or inconsistent with the Community-Wide Standards. The Commercial Association also may require specific action to be taken by any District Association to fulfill its obligations and responsibilities under this Declaration or any other applicable covenants. For example, the Commercial Association may require specific maintenance or repairs or aesthetic changes to be done by the District Association, and that a proposed budget include the cost of such work. If the District Association fails to comply with such requirements within a reasonable time as specified in writing by the Commercial

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Association, the Commercial Association may effect such action on behalf of the District Association and assess the Units in such District for their pro rata share of any expenses incurred by the Commercial Association in taking such action. Such assessments may be collected as a Specific Assessment under Article IX.

3.11. Utility Lines. EACH OWNER, OCCUPANT, GUEST, AND INVITEE ACKNOWLEDGES THAT NEITHER THE COMMERCIAL ASSOCIATION, THE BOARD NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF HEALTH WITHIN THE COMMERCIAL PROPERTIES AND NEITHER THE COMMERCIAL ASSOCIATION, THE BOARD NOR DECLARANT SHALL BE HELD LIABLE FOR ANY PERSONAL INJURY, ILLNESS OR ANY OTHER LOSS OR DAMAGE CAUSED BY THE PRESENCE OR MALFUNCTION OF UTILITY LINES OR UTILITY SUB-STATIONS ADJACENT TO, NEAR, OVER, OR ON THE COMMERCIAL PROPERTIES. EACH OWNER, OCCUPANT, GUEST, AND INVITEE ASSUMES ALL RISK OF PERSONAL INJURY, ILLNESS, OR OTHER LOSS OR DAMAGE ARISING FROM THE PRESENCE OF UTILITY LINES OR UTILITY SUB-STATIONS AND FURTHER ACKNOWLEDGES THAT NEITHER DECLARANT NOR THE COMMERCIAL ASSOCIATION HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE CONDITION OR IMPACT OF UTILITY LINES OR UTILITY SUB-STATIONS.

3.12. Private Amenities. Access to and use of any Private Amenities is strictly subject to the rules and procedures of the owners of the Private Amenities, and no Person shall gain any right to enter or to use those facilities by virtue of membership in the Commercial Association or ownership or occupancy of a Unit.

All Persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of, any Private Amenities. No purported representation or warranty, written or oral, in regard to any Private Amenities shall be effective without an amendment to this Declaration executed by Declarant and the owner of such Private Amenities, if other than Declarant.

The ownership or operational duties of Private Amenities may change at any time by virtue of, but without limitation, (a) sale to or assumption of operations by an independent entity, (b) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenity, or (c) conveyance of a Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of Declarant. No consent of the Commercial Association, any District Association, or any Owner shall be required to effectuate such a transfer or conversion.

Rights to use any Private Amenities will be granted only to such Persons, and on such terms and conditions, as determined by their respective owners. Such owners shall have the right, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

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3.13. Municipal Services. The Commercial Association may, but is not obligated to, contribute funds to the City of DuPont for the purpose of increasing the city's capacity to provide municipal services, such as police and fire protection services, within Northwest Landing.

**ARTICLE IV: MAINTENANCE**

4.1. Commercial Association's Responsibility. The Commercial Association shall maintain and keep in good repair the Areas of Common Responsibility, which shall include, but need not be limited to:

- (a) all Commercial Common Area;
- (b) any additional property included within the Area of Common Responsibility, including such landscaping and other flora, parks, lakes, structures, improvements, streets and bike/pedestrian pathways/trails as may be dictated by this Declaration, any Supplemental Declaration, the Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Commercial Association;
- (c) all ponds, streams and wetlands within the Commercial Properties which serve as part of the drainage and storm water retention system for the Commercial Properties, including any retaining walls, bulkheads and dams retaining water in them, and any fountains, lighting, pumps, conduits and similar equipment installed in or used in connection with them; and
- (d) any property and facilities owned by Declarant made available on a temporary or permanent basis for the primary use and enjoyment of the Commercial Association and its Members and identified by written notice from Declarant to the Commercial Association until Declarant revokes such privilege of use and enjoyment by written notice to the Commercial Association.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means without prior written approval of Declarant so long as Declarant owns any property subject to this Declaration or which may be subjected to this Declaration by Declarant under Section 8.1.

The Commercial Association shall be relieved of its responsibilities under this Section to the extent they are assumed by the City of DuPont or any other local, state or federal government entity, except that the Commercial Association may provide any additional maintenance for the Area of Common Responsibility if the Board determines that such additional maintenance is necessary or desirable to maintain the Community-Wide Standards.

The Commercial Association may assume maintenance responsibility for property within any District, in addition to that designated by any Supplemental Declaration, either by agreement with a District Association or because, in the Board's opinion, the level and quality of service then being provided is not consistent with the Community-Wide Standards. All costs of

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such maintenance shall be assessed as a District Assessment against the Units within such District. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Commercial Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standards.

Except as otherwise specifically provided, all costs for maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense, allocated among all Units as part of the Base Assessment without prejudice to the Commercial Association's right to seek reimbursement from Persons responsible for such work.

4.2. Owner's Responsibility. Each Owner shall maintain its Unit, including, without limitation, all structures, parking areas, and other improvements comprising the Unit consistent with the Community-Wide Standards and all applicable covenants, unless such maintenance responsibility is assumed by or assigned to the Commercial Association or a District Association. In addition to any other enforcement rights, if any Owner fails properly to maintain its Unit, the Commercial Association may perform such maintenance and assess the costs against the Unit and the Owner under Article IX; provided, the Commercial Association shall give the Owner reasonable notice and an opportunity to perform such maintenance, unless the Board determines that maintenance is needed on an emergency basis.

4.3. District's Responsibility. On Board resolution, the Owners of Units within each District shall be responsible for paying, through District Assessments, the costs of operating, maintaining and insuring portions of the Area of Common Responsibility within or adjacent to such District. This may include, for example, the costs of maintenance of any signs, entry features, rights-of-way and greenspace between the District and adjacent public roads, private streets within the District, and lakes or ponds within the District, regardless of ownership and regardless of the fact that such maintenance may be performed by the Commercial Association; provided, however, all Districts which are similarly situated shall be treated the same. All maintenance required of a District Association under this Declaration or any additional covenants or agreements shall be performed consistent with the Community-Wide Standards. If any District Association fails to perform such maintenance, the Commercial Association may perform it and assess the costs against all Units within the District under Article IX.

4.4. Standard of Performance. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed consistent with the Community-Wide Standards and all applicable covenants. Neither the Commercial Association, Declarant, any Owner or any District Association shall be liable for any damage or injury occurring on or arising out of the condition of property maintained by the Commercial Association.

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4.5. Party Walls and Party Fences. Each wall or fence built as a part of the original construction on the Units which serves or separates any two adjoining Units shall constitute a party wall or party fence. To the extent consistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

The cost of reasonable repair and maintenance of party walls and fences shall be shared equally by the Owners using them. To the extent damage to a party wall or fence from fire or other casualty is not repaired out of the proceeds of insurance, any Owner who has used the wall or fence may restore it. If other Owners thereafter use the wall or fence, they shall contribute to the restoration cost in equal shares without prejudice to any Owner's right to larger contributions from other users under any rule of law. Any Owner's right to contribution from another Owner under this Section shall be appurtenant to the land and pass to such Owner's successors-in-title.

ARTICLE V: INSURANCE AND CASUALTY LOSSES

5.1. Commercial Association Insurance. The Commercial Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Commercial Common Area and other portions of the Area of Common Responsibility for which it has assumed responsibility for maintenance, repair and/or replacement. If blanket "all-risk" coverage is not generally available at reasonable cost, fire and extended coverage insurance, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of insured structures.

In addition, the Commercial Association may, on request of a District Association, and shall, if so specified in a Supplemental Declaration applicable to the District, obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements maintained by such District Association. If "all-risk" coverage is not generally available at reasonable cost, fire and extended coverage insurance may be obtained in such form as the Board deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all insured structures. The costs thereof shall be charged to the Owners of Units within the District as a District Assessment.

The Board also shall obtain a commercial general liability policy covering the Area of Common Responsibility, insuring the Commercial Association and its Members for all damage or injury caused by the negligence of the Commercial Association, any of its Members, its employees, agents, or contractors acting on its behalf. If generally available at reasonable cost, the liability policy shall have at least a \$5,000,000 combined single limit per occurrence and in the aggregate. The Commercial Association shall also obtain, if reasonably available, an umbrella policy providing at least \$5,000,000 in additional coverage bringing total liability coverage to at least \$10,000,000.

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Except as provided above for property maintained by a District Association, premiums for all insurance shall be Common Expenses included in the Base Assessment.

The policies may contain reasonable deductibles which shall be disregarded in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as a Common Expense or a District Expense in the same manner as premiums for the applicable insurance. However, if the Board reasonably determines, after notice and an opportunity to be heard under the By-Laws, that the loss resulted from negligence or willful misconduct of one or more Owners, the Board may assess the full amount of such deductible against such Owners and their Units under Section 9.6.

All insurance coverage obtained by the Board on behalf of the Commercial Association or a District Association shall:

- (a) Be written with a company authorized to do business in Washington;
- (b) Be written in the name of the Commercial Association as trustee for the benefitted parties. Policies on the Commercial Common Area shall be for the benefit of the Commercial Association and its Members. Policies secured on behalf of a District Association shall be for the benefit of the District Association, the Owners of Units within the District, and their Mortgagees, as their interests may appear;
- (c) Vest in the Board exclusive authority to adjust losses; provided that a Mortgagee having an interest in such losses may participate in any settlement negotiations;
- (d) Provide that it will not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees;
- (e) If for property insurance, have inflation guard endorsements, if reasonably available, and, if containing a co-insurance clause, an agreed amount endorsement, if reasonably available; and
- (f) Provide for a certificate of insurance to be furnished to the Commercial Association and to the District Association, if any. A copy of such certificate shall be provided by the Commercial Association to any Member upon request.

The Commercial Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Pierce County, Washington area.

The Board shall use reasonable efforts to secure insurance policies that provide endorsements:

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(aa) waiving subrogation as to any claims against the Commercial Association's Board, officers, employees, and manager, the Owners and occupants of Units and their respective employees, servants, agents, and guests;

(bb) waiving any rights of the insurer to repair and reconstruct instead of paying cash;

(cc) providing that the policy may not be cancelled, invalidated, suspended, or subjected to non-renewal on account of any one or more individual Owners;

(dd) providing that the policy may not be cancelled, invalidated, suspended, or subjected to non-renewal on account of any curable defect or violation without prior written demand to the Commercial Association to cure the defect or violation and allowance of a reasonable time for cure;

(ee) excluding individual Owners' policies from consideration under any "other insurance" clause; and

(ff) providing that the Commercial Association will be given at least 30 days' prior written notice of any cancellation, substantial modification, or non-renewal.

The Commercial Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Commercial Association funds. The amount of fidelity coverage shall be determined by the Board but, if reasonably available, may not be less than one-fourth of the annual Base Assessments on all Units plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Commercial Association of any cancellation, substantial modification or non-renewal.

The Board shall also obtain directors and officers liability insurance coverage in the amount of at least \$5,000,000, if reasonably available, insuring the Commercial Association and its officers, directors and committee members (former, present and future) from liability for any actions or decisions for which the Commercial Association would have the duty to indemnify them pursuant to Section 3.7.

The Board also shall obtain, as a Common Expense, worker's compensation and employer's liability insurance, if and to the extent required by law, and such other insurance as it deems necessary or advisable.

5.2. Owners Insurance. By taking title to a Unit subject to this Declaration, each Owner acknowledges that the Commercial Association has no obligation to provide any insurance for any portion of Units other than as set forth above and covenants and agrees with all other Owners and with the Commercial Association to carry blanket "all-risk" property insurance on its Unit and structures constructed thereon and a liability policy covering damage or injury occurring on a Unit. The casualty insurance shall cover loss or

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damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. These policies shall be in effect at all times, unless either the applicable District Association or the Commercial Association carries insurance on such Unit.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on the Unit, the Owner shall promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or other plans and specifications approved under Article X. Alternatively, the Owner may clear the Unit of all debris and ruins and thereafter maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

Additional covenants for any District may establish more stringent standards for repairing or reconstructing structures and for clearing and maintaining the Units if the structures are not rebuilt or reconstructed within the District.

5.3. Damage and Destruction.

(a) Immediately after damage by fire or other casualty to all or any part of the Commercial Properties covered by insurance written in the name of the Commercial Association, the Board or its agent shall file all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition existing prior to the damage, with any changes needed to comply with applicable building codes.

(b) Any damage to the Commercial Common Area shall be repaired or reconstructed unless the Owners holding at least 75% of the total Class "A" votes in the Commercial Association, and the Class "B" Member, if any, decide within 60 days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative improvements.

Any damage to the common property of any District Association shall be repaired or reconstructed unless the Owners holding at least 75% of the total vote of the District Association decide within 60 days after the damage or destruction not to repair or reconstruct.

If either the insurance proceeds or reliable, detailed estimates of the cost of repair or reconstruction are not available to the Commercial Association within the 60 day period, then the period may be extended for not more than 60 additional days.

(c) If it is determined that the damage to the Commercial Common Area or to the common property of any District Association shall not be repaired or reconstructed and no alternative improvements on the affected

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portion of the Commercial Properties are authorized, the affected area shall be cleared of all debris and ruins and thereafter maintained by the Commercial Association or the District Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

5.4. Disbursement of Proceeds. Any insurance proceeds remaining after paying for repair or reconstruction or, if no repair or reconstruction is made, after settlement as is necessary and appropriate with the affected Owners and their Mortgagees as their interests may appear, shall be retained by the Commercial Association or the District Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

5.5. Repair and Reconstruction. If insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Commercial Common Area or to the common property of a District Association, the Board may, during and following the completion of any repair or reconstruction and without membership approval, levy Special Assessments to pay for such repair or reconstruction against those Owners responsible for the premiums for the applicable insurance coverage in accordance with the assessment formula provided in Exhibit "C."

**ARTICLE VI: NO PARTITION**

Except as permitted in this Declaration or amendments to this Declaration, the Commercial Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners and Mortgagees.

**ARTICLE VII: CONDEMNATION**

Whenever any part of the Commercial Common Area shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Commercial Common Area under threat of condemnation only if approved in writing by Owners holding at least 67% of the total Class "A" votes in the Commercial Association and Declarant, as long as Declarant owns any property described on Exhibits "A" or "B."

The award made for such taking or conveyance shall be payable to the Commercial Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Commercial Common Area on which improvements have been constructed, the Commercial Association shall restore or replace such improvements on the remaining land included in the Commercial Common Area to the extent practicable, unless within 60 days after such taking Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," and Owners holding at least 67% of the total Class "A"

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votes of the Commercial Association otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions in Article V regarding the disbursement of funds for the repair of casualty damage shall apply.

**ARTICLE VIII: SUBMISSION AND WITHDRAWAL OF PROPERTY**

8.1. Submission Without Approval of Membership. At any time until December 31, 2041, Declarant may unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Declarant also may unilaterally assign the right, privilege and option to subject property to this Declaration which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such assignment is memorialized in a written, recorded instrument executed by Declarant.

Such submissions shall be accomplished by and effective upon filing a Supplemental Declaration submitting such property in the public records of Pierce County, Washington. Such Supplemental Declarations do not require consent of other Owners, but require consent of the owner of such property if not Declarant.

8.2. Submission With Approval of Membership. The Commercial Association may submit real property other than that described on Exhibit "B," and, after December 31, 2041, any property described on Exhibit "B," to the provisions of this Declaration with consent of the owners of such property and the affirmative vote of Owners holding at least 67% of the Class "A" votes of the Commercial Association represented at a meeting duly called for such purpose and the consent of Declarant, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8.1.

Submission shall be accomplished by and effective upon filing a Supplemental Declaration describing the property being submitted in the public records of Pierce County, Washington, signed by the President and the Secretary of the Commercial Association, and by the owner of the property being submitted.

8.3. Withdrawal of Erroneously Included Property. Declarant reserves the right to amend this Declaration unilaterally at any time until December 31, 2041, without prior notice or consent of any Person, for the purpose of removing portions of the Commercial Properties owned by Declarant or its affiliates from the provisions of this Declaration to the extent originally included in error.

8.4. Conversion to Residential Use. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community under this Article, without prior notice or consent of any Person other than the Owner of the affected property, to withdraw property from the provisions of this Declaration and

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simultaneously submit such property to the provisions of the Residential Declaration. Such withdrawal shall be accomplished by and effective upon filing, in the public records of Pierce County, Washington, a Supplemental Declaration to both this Declaration and the Residential Declaration describing the property being converted to residential use.

8.5. Additional Covenants and Easements. Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Commercial Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Commercial Association through District Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrent with or after the submission of the subject property, and shall require the written consent of the owners of such property if not Declarant.

8.6. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any property described in Exhibits "A" or "B."

#### ARTICLE IX: ASSESSMENTS

9.1. Creation of Assessments. There are hereby created four types of assessments for Commercial Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) District Assessments for District Expenses benefitting only Units within a particular District or Districts; (c) Special Assessments as described in Section 9.5; and (d) Specific Assessments as described in Section 9.6. Each Owner, by acceptance of a deed or recording of a contract of sale for any portion of the Commercial Properties, is deemed to covenant and agree to pay these assessments as levied from time to time by the Commercial Association.

All assessments, together with interest at a rate set by the Board (not to exceed 18% or the highest rate allowed by Washington law, if less) from the date of delinquency, late charges, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 9.7. Each such assessment, with interest, late charges, costs of collection, including reasonable attorney's fees, also shall be the personal obligation of the Person who was Owner of such Unit at the time the assessment arose. If title to a Unit is transferred, the grantee shall be jointly and severally liable for assessments and charges due at the time of conveyance, except that a first Mortgagee who obtains title to a Unit by exercising rights under the Mortgage shall not be liable for previously accrued assessments and related charges.

The Commercial Association shall, on request, furnish to any Owner a written certificate setting forth whether assessments have been paid for any particular Unit, on advance payment of a reasonable processing fee as set by the Board.

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Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment of assessments in installments. Unless the Board otherwise provides, the Base Assessment and any District Assessment shall be due in advance on the first day of each fiscal year. If an Owner is delinquent in paying any assessments or charges levied on the Unit, the Board may require all unpaid assessment installments to be paid immediately.

No Owner may exempt itself from liability for assessments by non-use of Commercial Common Area, abandonment of its Unit or any other means. The obligation to pay assessments is a separate and independent covenant of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed for any alleged failure of the Commercial Association to take any action required of it or for inconvenience or discomfort arising from repairs or improvements or other actions taken by it.

During the Class "B" Control Period, Declarant may elect annually to pay the Commercial Association either (a) regular assessments on all of its unsold Units, notwithstanding the commencement date under Section 9.8, or (b) the difference between the amount of assessments against all other Units and the necessary expenditures of the Commercial Association during the fiscal year. Unless Declarant otherwise notifies the Board at least 60 days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in cash, by "in kind" contributions of services or materials, or by a combination of these.

The Commercial Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contributions of services and materials with Declarant or others for payment of Common Expenses.

9.2. Computation of Base Assessment. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget for the estimated Common Expenses of the Commercial Association during the coming year, including capital contributions in accordance with reserve fund budgets prepared under Section 9.4.

The Base Assessments against each Unit shall be calculated in accordance with Exhibit "C," in aggregate amounts reasonably expected to produce income equaling the total budgeted Common Expenses. In determining assessments, the Board may consider other sources of funds, including anticipated receipts under the Covenant to Share Costs.

Declarant may, but is not obligated to, reduce the Base Assessments by paying a subsidy (in addition to any amounts paid by it under Section 9.1), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. Payment of any subsidy shall not obligate Declarant to continue subsidies in the future.

The Board shall send to each Owner a copy of the budget and notice of the amount of the Base Assessment against such Owner's Unit at least 30 days before the beginning of the fiscal year. The budget and assessment shall be

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effective unless disapproved at a meeting by a vote of the Owners holding at least 67% of the total Class "A" votes in the Commercial Association and by the Class "B" Member, if any. There shall be no obligation to call a meeting to consider the budget unless a petition of the Owners, as provided for special meetings in the By-Laws, is presented to the Board within ten days after delivery of the notice of assessments.

If a proposed budget is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget for the preceding fiscal year shall continue.

9.3. Computation of District Assessments. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget for estimated District Expenses to be incurred by the Commercial Association for each District on whose behalf District Expenses are expected to be incurred during the coming year. The Board may set such budget only to the extent that (a) this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess costs as a District Assessment or (b) the Commercial Association expects to incur expenses to provide additional services for a District at the request of a majority of its Class "A" Members and the Class "B" Member, if any. Such budget shall include capital contributions to a reserve fund for repair and replacement of any capital items maintained as a District Expense. District Expenses shall be allocated among all Units within the District benefitted thereby under the formula in Exhibit "C" and be levied as a District Assessment.

The Board shall send to each Owner in the District a copy of such budget and notice of the amount of the District Assessment against such Owner's Unit at least 30 days before the beginning of the fiscal year. The budget and assessment shall be effective unless disapproved by a majority vote of the Owners of Units in the applicable District. There shall be no obligation to call a meeting to consider the budget except on petition of Owners of at least ten percent of the Units in such District. This right to disapprove the District budget shall only apply to line items attributable to services requested by the District, and such services shall not be provided if the proposed costs are disapproved.

If the Board fails to determine the budget for any year, until a budget is determined, the budget for the immediately preceding year shall continue.

9.4. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and District purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in Base Assessments and District Assessments capital contributions in amounts sufficient to meet these projected needs.

9.5. Special Assessments. In addition to other authorized assessments, the Commercial Association may levy Special Assessments from time to time to cover expenses greater or different than those budgeted. Special Assessments may be levied against the entire membership, if for Common

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Expenses, or against the Units within any District, if for District Expenses. Except as otherwise specifically provided in this Declaration, Special Assessments must be approved by the affirmative vote or written consent of Owners holding at least a majority of the total votes allocated to applicable Units, and consent of the Class "B" Member, if any. Special Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.6. Specific Assessments. The Board may specifically assess against particular Units expenses incurred by the Commercial Association to provide special benefits, items or services (a) on request of the Owner of a Unit; (b) made necessary by the conduct of the Owner or its licensees, invitees, or guests; or (c) necessary to bring the Unit, or the District in which it is located, into compliance with this Declaration, the Articles, the By-Laws, or Commercial Association rules. Such Specific Assessments may be levied by the Board after notice to the Owner and an opportunity for a hearing.

9.7. Lien for Assessments. The Commercial Association shall have a lien against each Unit to secure payment of delinquent assessments, interest, late charges, and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens except: (a) the liens for taxes and governmental assessments which by law are superior, and (b) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as a Mortgage.

The Commercial Association may bid for a Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. When a Unit is owned by the Commercial Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Commercial Association.

The Commercial Association may sue to recover a money judgment for unpaid assessments and related charges, including attorney's fees, without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to foreclosure of the Mortgage, it shall not be liable for the share of the assessments which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common Expenses collectible from Owners of all Units, including such acquirer, its successors and assigns.

9.8. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the month in which: (a) the Unit is made subject to this

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Declaration, or (b) the Board first determines a budget and levies assessments, whichever is later. The first annual Base Assessment and District Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

9.9. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver assessment notices shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and District Assessments on the same basis as for the prior year until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively.

9.10. Exempt Property. The following property is exempt from payment of Base Assessments, District Assessments, and Special Assessments:

- (a) all Commercial Common Areas;
- (b) all property dedicated to and accepted by any governmental authority including without limitation public schools, public streets, and public parks; and
- (c) property owned by any District Association for the common use and enjoyment of its members.

#### ARTICLE X. ARCHITECTURAL STANDARDS

10.1. General. No improvements (including staking, clearing, excavation, grading and other site work) or exterior alteration of existing improvements on a Unit shall take place except in compliance with this Article and with the approval of the appropriate committee under Section 10.2.

An Owner may remodel or redecorate the interior of buildings in any manner desired, repaint the exterior of structures in accordance with the originally approved color scheme, or rebuild structures in accordance with originally approved plans and specifications, without approval under this Article.

All structures constructed on any Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect, licensed building designer, or licensed engineer.

This Article shall not apply to (a) activities of Declarant, or (b) improvements or modifications to the Area of Common Responsibility by or on behalf of the Commercial Association.

This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration or which it may unilaterally submit to this Declaration.

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10.2. Architectural Review. Administration of the Commercial Design Guidelines and review of applications for construction and modifications under this Article shall be handled by two committees described below. Committee members need not be Owners or representatives of Owners and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established by the Board. The Board may establish reasonable fees for review of applications and require them to be paid prior to review.

(a) New Construction Committee. The New Construction Committee shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any Unit. Until all Units have been developed and conveyed to Owners in the normal course of development and sale, Declarant may appoint all members of the New Construction Committee who shall serve at its discretion. There shall be no surrender of this right prior to that time except by a recorded instrument executed by Declarant. Upon expiration of such right, the Board shall appoint the members of the New Construction Committee, who shall serve at its discretion.

(b) Modifications Committee. The Board may establish a Modifications Committee consisting of at least three and no more than five persons appointed by and serving at the Board's discretion. Members of the Modifications Committee may include architects or similar professionals who are not Owners. The Modifications Committee, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units and any appurtenant open space; provided that it may delegate its authority as to a particular District to the appropriate board or committee of the District if it finds the board or committee prepared to assume such role. Any delegation may be revoked and jurisdiction reassumed at any time. Notwithstanding the above, the New Construction Committee may veto any action of the Modifications Committee, or a District Association acting in that role, which the New Construction Committee finds inconsistent with the Commercial Design Guidelines.

10.3. Guidelines and Procedures.

(a) Declarant shall prepare initial design, development and construction guidelines and application and review procedures (the "Commercial Design Guidelines"), which may contain general provisions applicable to all of the Commercial Properties and specific provisions which vary from one portion of the Commercial Properties to another depending upon the location, characteristics and intended use thereof.

The New Construction Committee, acting on behalf of the Board, shall adopt such Commercial Design Guidelines at its initial meeting and, thereafter, shall have sole and full authority to amend them without consent of the Owners. Any amendments shall apply only to construction and modifications commenced after the adoption and shall not require modifications to or removal of previously approved construction or modification which has commenced.

The New Construction Committee shall make the Commercial Design Guidelines available to Owners and others who seek to engage in development of

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or construction on any portion of the Commercial Properties and all such Persons shall conduct their activities in accordance with such Commercial Design Guidelines.

The Modifications Committee may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Commercial Design Guidelines and which shall be subject to approval by the New Construction Committee.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the appropriate committee for review and approval. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, and other factors, as well as the Commercial Design Guidelines.

If the applicable Committee fails to approve or to disapprove any application within 50 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or implied, shall be inconsistent with the Commercial Design Guidelines unless a variance has been granted in writing by the New Construction Committee under Section 10.5.

10.4. No Waiver of Future Approvals. The approval of any proposals, plans, specifications, drawings or other matters in any one instance shall not be deemed a waiver of any right to withhold subsequent approval of any similar proposals, plans, specifications, drawings or matters.

10.5. Variations. The New Construction Committee may authorize variances in writing from its guidelines and procedures, but only: (a) in accordance with duly adopted rules, (b) when unique circumstances such as unusual topography, natural obstructions, hardship, or aesthetic or environmental considerations require, and (c) when construction in accordance with the variance would be consistent with the purposes of this Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain, or the terms of, any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance.

10.6. Limitation of Liability. Neither the New Construction Committee nor the Modifications Committee shall be responsible for the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Commercial Association, the Board, any committee, or member of any of them shall be liable for any injury, damage, or loss arising out of the manner or quality of approved construction or modifications.

10.7. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed nonconforming. On written request from the Board or Declarant, Owners shall, at their own expense, cure

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such nonconformance to the satisfaction of the requester or restore the land to substantially the same condition as existed prior to the nonconforming work. If an Owner fails to so cure or restore, the Board, Declarant, or their designees may do so at the Owner's expense and assess the cost against the benefitted Unit as a Specific Assessment under Article IX.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with this Article may be excluded by the Board from the Commercial Properties, subject to the notice and hearing procedures in the By-Laws. In such event, neither the Commercial Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition, the Board may, on behalf of the Commercial Association, pursue all legal and equitable remedies available to enforce this Article and the decisions of the New Construction Committee and Modifications Committee.

#### ARTICLE XI: USE RESTRICTIONS

The Commercial Properties shall be used only for purposes permitted by ordinances, zoning plans and regulations of the City of DuPont, Washington, and the restrictions in this Declaration and any Supplemental Declarations. Any Supplemental Declaration may impose stricter standards than those contained in this Article, which standards shall be enforceable by the Board.

11.1. Signs. All signs visible from any street or adjoining Unit shall conform to the Commercial Design Guidelines. No signs may be erected within the Commercial Properties without written approval of the New Construction Committee or Modifications Committee, as appropriate, except signs erected by the Board or Declarant.

11.2. Parking. Parking shall be permitted only in parking lots and garages serving the Units or made available to the public, designated spaces along streets and roads, and other parking areas designated by the Board. No parking shall be permitted on streets or roads except as authorized by the Board. Additional requirements and restrictions regarding parking may be contained in the Commercial Design Guidelines and rules adopted by the Board. Parking within a District may be more strictly regulated by its District Association or District Committee.

11.3. Loading Docks. All loading docks and truck parking areas must be located or screened so that they are not visible from neighboring streets.

11.4. Occupants Bound. All provisions of this Declaration, applicable Supplemental Declarations, the By-Laws and rules governing conduct of Owners shall also apply to their employees, tenants, occupants, and invitees. All leases for any portion of the Commercial Properties shall bind lessees to the provisions of this Declaration, applicable Supplemental Declarations, the By-Laws, and the rules of the Commercial Association. The Owner shall cause all occupants of its Unit to comply with these provisions. Every Owner shall be responsible for all violations and losses to the

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Commercial Common Area caused by such occupants, although the occupants also are fully liable and may be sanctioned for such violations and losses.

11.5. Unightly or Unkempt Conditions. All portions of a Unit outside enclosed structures shall be kept clean and tidy. Nothing shall be done, maintained, stored or kept outside enclosed structures on a Unit which the Board finds to cause an unclean, unhealthy, or untidy condition. Any structures, equipment or other items permitted on the exterior portions of Units shall be kept in a neat and attractive condition and promptly be repaired or removed if the Board finds they have fallen into disrepair. The use of a Unit and improvements thereon as approved pursuant to Article X shall not be deemed to constitute an unsightly or unkempt condition prohibited by this Section.

Except as may be allowed by the Board, no Owner or occupant shall dump grass clippings, leaves, fertilizers, or wastes in the Commercial Properties.

11.6. Hazardous Materials. No Owner shall use, generate, store, or dispose of hazardous materials on the Commercial Properties or discharge or release any hazardous material on, above, or under the Commercial Properties except in compliance with all applicable laws, regulations, ordinances and permits. "Hazardous materials" means materials, substances, gases, or vapors identified as hazardous, toxic, or radioactive by any applicable federal, state, or local laws, regulations or ordinances.

Each Owner shall:

- (a) disclose to the Board or its designee all hazardous materials proposed to be stored, used or generated in a Unit;
- (b) permit inspection by the Board or its designee of those portions of a Unit where hazardous materials are stored, used or generated to assure proper management of them;
- (c) provide all equipment and facilities in the Unit necessary to participate in any mandatory point of origin collection service for hazardous materials;
- (d) comply with all applicable laws and regulations and rules adopted by the Board regarding maintenance, operation and monitoring of hazardous materials management systems, including procedures followed in case of accidental spills; and
- (e) guarantee financial responsibility for spill cleanup. In connection with such financial responsibility, each Owner hereby agrees to hold the Commercial Association, its officers, directors, and employees harmless for any financial responsibility, costs, or expenses related to any spill or spill cleanup of hazardous materials taking place on the Owner's Unit or elsewhere within the Commercial Properties or the Area of Common Responsibility through the acts or omissions of the Owner, its employees or agents.

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11.7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for transmitting or receiving television, radio, microwave or other electronic signals of any kind shall be allowed without prior approval under Article X, except that Declarant or the Commercial Association may install an aerial, satellite dish, master antenna, cable system or other apparatus to receive electronic signals for the benefit of all or portions of the Commercial Properties.

11.8. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All mechanical equipment servicing buildings, garbage cans, trash containers, above-ground tanks and similar items must be located so that they are not visible from neighboring Units, streets or property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from Units and not allowed to accumulate.

11.9. Firearms. Discharge of firearms is prohibited except with prior written approval of the Board and then only in enclosed areas specifically designated by the Board. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

11.10. Irrigation. No sprinkler or irrigation systems which draw water from creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters shall be installed, constructed, or operated without prior written approval of the appropriate committee under Article X. However, Declarant and the Commercial Association may draw water from such sources to irrigate the Area of Common Responsibility. All sprinkler and irrigation systems serving Units shall draw only on public water supplies and be subject to approval under Article X.

11.11. Grading, Drainage and Septic Systems. No Person other than Declarant or the Commercial Association may alter the grading of any Unit or obstruct or rechannel the flow of water into or through catch basins and drainage areas without prior approval under Article X. Declarant hereby reserves for itself and the Commercial Association a perpetual easement across the Commercial Properties for the purpose of altering drainage and water flow, provided the exercise of such easement shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of Declarant, are prohibited.

11.12. Removal of Trees and Shrubs. No trees or shrubs, except for those which are diseased or dead or create a safety hazard, shall be removed except in compliance with the Commercial Design Guidelines and with prior approval under Article X. To mitigate the damage, violators may be required to replace each removed tree with one or more comparable trees of such size and number and in such locations as considered necessary by the New Construction Committee or Modifications Committee, as appropriate.

11.13. Sight Distance at Intersections. Landscaping of property at street intersections shall permit safe sight across the street corners. No fence, wall, hedge or shrub may be placed or permitted to remain where it would create a traffic visibility problem.

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11.14. Lighting. All exterior lights must be approved under Article X.

11.15. Energy Conservation Equipment. No solar energy collector panels, windmills, wind generators or other apparatus for generating power from the sun or wind or any external energy conservation equipment shall be installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure and approved under Article X.

11.16. Wetlands, Lakes and Other Water Bodies. All wetlands, lakes, ponds, and streams within the Commercial Properties, if any, shall be aesthetic amenities only, and any other use thereof, including without limitation fishing, swimming, boating and other recreation, shall be subject to rules (including prohibitions) of the Board. The Commercial Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of wetlands, lakes, ponds, or streams within the Commercial Properties. For this purpose, "wetlands" means swamps, bogs and similar areas covered by standing water or saturated to the surface for significant periods in typical years and for that reason not suitable for development.

11.17. Fences. No hedges, walls, or fences of any kind shall be permitted on any Unit except as approved under Article X.

11.18. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state, and municipal governments applicable to the Commercial Properties. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to enforce any laws, ordinances, or governmental regulations.

11.19. Commercial Uses. Units shall be used only for commercial purposes, including without limitation, governmental and professional offices, commercial condominiums, residential rental apartments, business, business park, industrial, industrial park, heavy industrial, utility, hotel, restaurant, retail and wholesale sales, bank and financial institution, research and development, and medical facilities. The Board may issue rules regarding permitted uses. Declarant may permit residential use of portions of structures on Units by Supplemental Declaration executed by Declarant and the Owner, if not Declarant.

11.20. Other Prohibited Uses. In addition to uses prohibited by applicable laws, ordinances or governmental regulations or other covenants, conditions, restrictions, or easements, or otherwise prohibited pursuant to this Declaration, the following uses are prohibited within the Commercial Properties unless authorized in writing by Declarant or the Board and conducted consistent with the terms of such authorization:

- (a) trailer courts, mobile home parks, and recreation vehicle campgrounds;
- (b) junk yards and automobile dismantling operations;

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- (c) sanitary landfills;
- (d) dumping, disposal, incineration, treatment, processing, or reduction of garbage, sewage, offal, refuse or dead animals, including rendering of fat, distillation of bones, stockyards and slaughtering;
- (e) refining or reclaiming petroleum products;
- (f) smelting of iron, tin, zinc or other ores;
- (g) labor camps and migrant worker camps;
- (h) jails or honor farms;
- (i) munitions and related manufacturing and storage;
- (j) automobile paint and body shops;
- (k) community fairs or flea markets;
- (l) outdoor advertising;
- (m) commercial helicopter facilities (except that accessory use helicopter pads may be approved by the New Construction Committee or the Modifications Committee); and
- (n) shellfish harvesting or storage.

ARTICLE XII: EASEMENTS

12.1. Commercial Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Commercial Common Area, subject to:

- (a) this Declaration, any other applicable covenants, and the terms of any deed conveying such property to the Commercial Association;
- (b) the right of the Board to adopt rules regulating use of the Commercial Common Area;
- (c) the right of the Commercial Association to transfer all or part of the Commercial Common Area to governmental entities under Section 3.8; and
- (d) the right of the Commercial Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or obligations incurred.

Any Owner may extend such Owner's right of use and enjoyment to its tenants, employees, guests, and business invitees, subject to rules of the Board. An Owner who leases a Unit shall be deemed to have assigned all such rights to the lessee.

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12.2. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Commercial Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

12.3. Easements for Utilities, Etc. Declarant reserves to itself, so long as it owns any property described on Exhibit "A" or "B," and grants to the Commercial Association a blanket access and maintenance easement upon, across, over and under all of the Commercial Properties to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing structure on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. Exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

No utilities may be installed or relocated on the Commercial Properties without approval of the Board or as provided by Declarant.

12.4. Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Commercial Association and their respective successors and designees the nonexclusive right and easement, but not the obligation, to enter the lakes, ponds, streams, and wetlands within the Area of Common Responsibility to (a) install, maintain and replace pumps to provide irrigation water for the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) fulfill their maintenance responsibilities under this Declaration. Declarant, the Commercial Association, and their designees shall have an access easement over and across any of the Commercial Properties abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves to itself, the Commercial Association, and their respective successors and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Commercial Common Area and Units (but not the structures thereon) adjacent to or within 100 feet of lake beds, ponds, and streams within the Commercial Properties, to (a) temporarily flood and back water upon and maintain water over such portions of the Commercial Properties; (b) fill, drain, dredge, deepen, clean, fertilize, and generally maintain the lakes, ponds, streams and wetlands within the Area of Common

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Responsibility; and (c) maintain and landscape the slopes and banks of such lakes, ponds, streams and wetlands. All Persons exercising these easements shall use reasonable care in, and repair any damage resulting from, such activities. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.

12.5. Easements to Serve Additional Property. Declarant and its agents, successors, assigns, licensees and Mortgagees shall have an easement over the Commercial Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B", whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, rights of ingress and egress over the Commercial Common Area to construct roads and to connect and install utilities on the property described in Exhibit "B." Declarant and its successors or assigns shall be responsible for any damage to the Commercial Common Area resulting from exercise of this easement. If the easement is exercised for permanent access to property which is not made subject to this Declaration or the Residential Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Commercial Association to share the cost of maintenance of any access roadway serving the property based on the Assessment and Voting Points that would be assigned to the property served by the easement and not subject to this Declaration as a proportion of the total Assessment and Voting Points within the Commercial Properties and on such property.

12.6. Easement for Emergency. Authorized agents of the Commercial Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Commercial Association, to enter all portions of the Commercial Properties, including each Unit, for emergency, security and safety reasons. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any Unit to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any structure without permission of the Owner.

12.7. Easement for Maintenance and Enforcement. Authorized agents of the Commercial Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Commercial Association, to enter all portions of the Commercial Properties, including each Unit, to (a) perform its maintenance responsibilities under Article IV, and (b) make inspections to ensure compliance with this Declaration, any Supplemental Declaration, the By-Laws and rules. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage shall be repaired by the Commercial Association at its expense.

The Commercial Association also may enter a Unit to abate or remove, using such force as may be reasonably necessary, any structure, thing or

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condition which violates this Declaration, the By-Laws, or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator as a Specific Assessment.

12.8. Roadside Access Easements. There is hereby reserved to Declarant, the Commercial Association and the general public an easement for access, adjacent and parallel to all public road rights-of-way and Commercial Common Area roads within the Commercial Properties, extending from the curb to the far side of any sidewalk or jogging or bicycle path running more or less parallel to the curb, for the purpose of using such sidewalk or path. There is also hereby reserved to Declarant, the Commercial Association, and the designees of each, a right to go upon, over and across all property adjacent to public road rights-of-way and Commercial Common Area roads within the Commercial Properties to maintain, repair, and replace street trees, street furniture (e.g., park benches), sidewalks and paths, and traffic and directional signs. This easement shall not restrict the right of any Owner to modify landscaping on its Unit with prior approval under Article X.

#### ARTICLE XIII: DECLARANT'S RIGHTS

Any or all rights and obligations of Declarant may be transferred to other Persons, but the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws and shall not be effective unless signed by Declarant and duly recorded in the public records of Pierce County, Washington.

So long as Declarant owns any property described on Exhibit "A" or "B" for development and/or sale, Declarant hereby reserves a nonexclusive perpetual easement for the benefit of Declarant and its designees to maintain and carry on upon the Commercial Properties such facilities and activities as Declarant considers reasonably required, convenient or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, sales offices, and the right to use Units owned by Declarant or its designees as models and sales offices.

So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Commercial Properties without Declarant's written consent. Any attempted recordation without compliance herewith shall result in such instrument being void unless a consent of Declarant is subsequently recorded in the public records.

Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property described in Exhibit "A" or Exhibit "B" in any manner whatsoever. Declarant's rights under this Article shall terminate upon the earlier of: (a) 50 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased. This Article may not be amended without the written consent of Declarant.

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**ARTICLE XIV. DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

14.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Commercial Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Commercial Properties, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Commercial Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Commercial Association rules, or the Articles (collectively "Claim"), except for those Claims authorized in Section 14.2, shall be resolved using the procedures set forth in Section 14.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

14.2. Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 14.3:

- (a) any suit by the Commercial Association against any Bound Party to enforce the provisions of Article IX;
- (b) any suit by the Commercial Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Commercial Association's ability to enforce the provisions of Article X and Article XI;
- (c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of Washington in the absence of a claim based on the Declaration, By-Laws, Articles or rules of the Commercial Association;
- (d) any suit by the Commercial Association in which similar or identical claims are asserted against more than one Bound Party; and
- (e) any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Commercial Association to the alternative dispute resolution procedures of Section 14.3 shall require the approval of the Commercial Association.

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14.3. Mandatory Procedures For All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

2. the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

3. what Claimant wants Respondent to do or not do to resolve the Claim; and

4. that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of the Snohomish County Dispute Resolution Center, any Pierce County dispute resolution center or such other independent agency providing similar services upon which the Parties may mutually agree.

2. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

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3. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

4. Each Party shall, within five days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) Final and Binding Arbitration.

1. If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "F" or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

2. This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Washington. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Washington.

14.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear its own costs incurred prior to and during the proceedings described in Section 14.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 14.3(c).

(b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 14.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in subsection 14.4(c).

(c) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add such Claimant's Post Mediation Costs to

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the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such Costs to be borne by all such Claimants.

14.5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 14.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 14.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

#### ARTICLE XV. GENERAL PROVISIONS

15.1. Term. This Declaration shall run with and bind the Commercial Properties, and shall inure to the benefit of and shall be enforceable by the Declarant, the Commercial Association and the Owners, their respective representatives, heirs, successors and assigns, perpetually, to the extent allowed by law.

#### 15.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration if such amendment is necessary to: (i) bring any provision into compliance with any applicable government statute or regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institution or government agency to make or purchase mortgage loans on the Units; (iv) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the Units; or (v) otherwise satisfy the requirements of any government agency or governmental regulations. However, any such amendment shall not adversely affect the title to any Unit without written consent of its Owner. So long as Declarant owns property described in Exhibits "A" or "B" for development as part of the Commercial Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any substantive right of any Owner and does not adversely affect the title to any Unit without written consent of its Owner.

(b) By Owners. This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of Owners holding at least 67% of the total Class "A" votes in the Commercial Association and, so long as Declarant owns any property described in Exhibit "A" or "B" for development or sale as part of the Commercial Properties, with written consent of Declarant.

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Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments must be recorded in the public records of Pierce County, Washington.

No amendment may remove, revoke, or modify any right or privilege of Declarant without written consent of Declarant.

No amendment to this Declaration adopted under this Section 15.2(b) which would materially affect the rights or responsibilities of any Owner under the Covenant to Share Costs shall be effective unless approved by the Persons and percentage votes set forth in that instrument.

15.3. Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

15.4. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

15.5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Commercial Association unless approved by Owners holding at least 67% of the total Class "A" votes in the Commercial Association, except for actions brought by the Commercial Association to: (a) enforce this Declaration; (b) impose and collect assessments under Article IX; (c) challenge tax assessments and other matters relating to taxes for which the Commercial Association may be liable; and (d) counterclaims by the Commercial Association in proceedings instituted against it.

15.6. Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with the covenants, conditions and restrictions of any District, and the Commercial Association may, but shall not be required to, enforce the covenants, conditions, and restrictions of any District; provided, however, in the event of conflict the covenants, conditions and restrictions, articles of incorporation, by-laws, rules, policies, or practices of any District shall be subject and subordinate to those of the Commercial Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments.

15.7. Use of the Words "Northwest Landing" or Logo. No Person shall use the words "Northwest Landing" or any derivative thereof or the registered logo of Northwest Landing in any printed or promotional material without prior written consent of Declarant. However, Owners may use the words "Northwest Landing" in printed or promotional matter where such words are used solely to specify that particular property is located within Northwest Landing, and the Commercial Association shall be entitled to use the words "Northwest Landing" in its name.

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15.8. Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Commercial Association and be subject to all remedies provided to the Commercial Association in this Declaration or the By-Laws. In addition, failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Commercial Association or by any aggrieved Owners.

15.9. Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to a Unit shall give the Board at least seven days prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Unit shall, within seven days of taking title to a Unit, confirm that the information previously provided by the transferor is complete and accurate.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 20th day of August, 1992.



WEYERHAEUSER REAL ESTATE COMPANY, LAND MANAGEMENT DIVISION

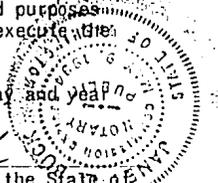
By: Robert L. Shedd  
Robert L. Shedd, Vice President

STATE OF WASHINGTON  
COUNTY OF KING

On this 20th day of August, 1992 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Shedd to me 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 he is authorized to execute the said instrument.

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

Janet A. Buck  
NOTARY PUBLIC in and for the State of  
Washington, residing at Gig Harbor  
My Appointment Expires: 5-9-94



3021g--04/17/92

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**EXHIBIT "A"**

Commercial Properties

The following parcels are described in the attached legal descriptions:

Parcel

'A'  
'A-A'  
'A-B'  
'B'  
'C'  
'G'  
'H'  
'N'  
'O'  
'R'  
'S'  
'T'  
'X'

Northwest Landing Industrial Park Div. I

Williamson Plat

Davis Place Short Plat

Bell Hill Plat

As described in the Final Plat  
of Bell Hill, Records of Pierce  
County, under Auditor's File  
No. 9109060562.

**NOTE FOR ALL PARCELS:**

The exact boundaries of the above described parcels are subject to modification until time of official parcel segregation by either recordation of final plat, recordation of short plat, recordation of large lot division or recordation of request for parcel segregation with Pierce County.

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 17, 1991

**LEGAL DESCRIPTION  
FOR PARCEL "A"**

That portion of the East half of Section 23, Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the Northwest corner of said East half of Section 23;

THENCE along the West line of said East half, S 02°06'15" W, 1972.15 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said West line, S 02°06'15" W, 2070.18 feet;

THENCE S 87°58'13" E, 1986.87 feet to the Westerly line of a parcel of land conveyed by deed as filed under Recording No. 9101040283, Records of Pierce County, Washington;

THENCE along said Westerly line, N 06°47'23" W, 91.08 feet to the Northwesterly corner thereof;

THENCE along the Northerly line of said parcel, S 87°58'13" E, 268.09 feet to the Westerly line of the Puget Sound Outfall Channel;

THENCE along said Westerly line, N 55°28'12" W, 186.60 feet to a point of curvature;

THENCE continuing along said Westerly line, Northwesterly 327.54 feet along the arc of a tangent curve to the right, having a radius of 386.07 feet, through a central angle of 48°36'35" to a point of tangency;

THENCE continuing along said Westerly line, N 06°51'37" W, 1646.33 feet;

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WRECO - Dupont  
December 17, 1991  
Page 2

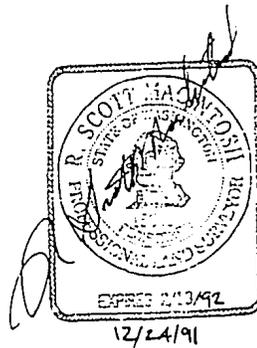
THENCE N 88°24'22" W, 1652.55 feet to the TRUE POINT OF  
BEGINNING.

Containing 87.342 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

LJ:LS0



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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO  
Job No. 129-08-934  
July 22, 1991  
Revised October 9, 1991

**LEGAL DESCRIPTION FOR PARCEL 'A-A'**

That portion of the Northeast quarter and of the Northwest quarter of Section 23, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at the Northwest corner of the said Northeast quarter of Section 23;

THENCE along the West line of said quarter, S 02°06'15" W, 600.08 feet to the TRUE POINT OF BEGINNING;

THENCE along a line parallel with and 600.00 feet South of the North line of said Northwest quarter of Section 23, N 88°53'01" W, 257.04 feet;

THENCE S 02°06'15" W, 450.07 feet;

THENCE S 88°53'01" E, 200.03 feet;

THENCE S 02°06'15" W, 921.50 feet;

THENCE S 88°24'22" E, 1709.57 feet to a point on the Westerly line of the Puget Sound Outfall Channel as recorded under Recording Number 1674527, Records of Pierce County, Washington;

THENCE along said Westerly line, N 06°51'37" W, 1048.67 feet;

THENCE S 83°08'23" W, 50.00 feet to a line 50.00 feet Westerly of and parallel with the Westerly line of said Puget Sound Outfall Channel;

THENCE along said parallel line, N 06°51'37" W, 54.20 feet to a point of curvature;

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941 Powell Avenue S.W. Suite 100 • Renton, Washington 98055 • (206) 228-5628 • FAX (206) 271-7621

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Job No. 129-08-934  
July 22, 1991  
Revised October 9, 1991  
Page 2

THENCE continuing along said parallel line, Northwesterly 292.91 feet along the arc of a tangent curve to the left, having radius of 5582.63 feet, through a central angle of 03°00'22";

THENCE along a line parallel with and 600.00 feet South of the North line of the said Northeast quarter of Section 23, N 88°24'22" W, 1378.10 feet to the TRUE POINT OF BEGINNING.

Containing 52.10 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L8:L70

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ESM inc.



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO  
Job No. 129-08-834  
July 22, 1991

LEGAL DESCRIPTION FOR PARCEL 'A-B'

That portion of the Northeast quarter of Section 23,  
Township 19 North, Range 1 East, W.M., Pierce County,  
Washington, more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast  
quarter;

THENCE along the West line of said quarter, S 02°06'15" W,  
600.08 feet;

THENCE along a line parallel with and 600.00 feet South of  
the North line of said quarter, S 88°24'22" E, 1429.11 feet  
to the Westerly line of the Puget Sound Outfall Channel as  
recorded under Recording Number 1674527, Records of Pierce  
County, Washington and the TRUE POINT OF BEGINNING;

THENCE along said Westerly line, Southeasterly 285.40 feet  
along the arc of a non-tangent curve to the right, having a  
radius of 5632.63 feet, the radius point of which bears  
S 80°14'12" W, through a central angle of 02°54'11" to a  
point of tangency;

THENCE continuing along said Westerly line, S 06°51'37" E,  
54.20 feet;

THENCE S 83°08'23" W, 50.00 feet to a line 50.00 feet  
Westerly of and parallel with said Westerly line of Puget  
Sound Outfall Channel;

THENCE along said parallel line, N 06°51'37" W, 54.20 feet  
to a point of curvature;

THENCE continuing along said parallel line, Northwesterly  
292.91 feet along the arc of a tangent curve to the left,  
having a radius of 5582.63 feet, through a central angle of  
03°00'22" to said line parallel with and 600.00 feet South  
of the North line of the Northeast quarter;

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July 22, 1991  
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THENCE along said parallel line, S 88°24'22" E, 51.01 feet  
to the TRUE POINT OF BEGINNING.

Containing 0.394 acres (17,167 S.F.), more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L8:L69

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 18, 1991

LEGAL DESCRIPTION  
FOR PARCEL "B"

That portion of the Southeast quarter of Section 23 AND of the Southwest quarter of Section 24 AND of the Northwest quarter of Section 25 AND of the Northeast quarter of Section 26, ALL in Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at the Northwest corner of the East half of said Section 23;

THENCE along the West line of said East half, S 02°06'15" W, 4042.33 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said West line, S 02°06'15" W, 1275.17 feet to the Northwest corner of said Northeast quarter of Section 26;

THENCE along the West line of said Northeast quarter S 01°40'37" W, 1495.57 feet to a point of non-tangent curvature on the proposed Right-of-Way margin of Center Drive;

THENCE Northerly and Easterly along said proposed margin, the following bearings and distances:

Northeasterly 1565.64 feet along the arc of a non-tangent curve to the right, having a radius of 1560.00 feet, the radius point of which bears S 48°41'07" E, through a central angle of 57°30'10" to a point of tangency;

S 81°10'57" E, 171.22 feet to a point of curvature;

Southeasterly 417.54 feet along the arc of a tangent curve to the left, having a radius of 2440.00 feet, through a central angle of 09°48'17" to a point of compound curvature;

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Northeasterly 38.01 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 87°06'35";

N 01°54'11" E, 11.41 feet to a point of curvature;

Northeasterly 60.16 feet along the arc of a non-tangent curve to the left, having a radius of 2405.00 feet, the radius point of which bears N 01°35'45" W, through a central angle of 01°26'00";

S 01°54'11" W, 7.76 feet to a point of curvature;

Southeasterly 41.67 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 95°30'26" to a point of compound curvature;

Northeasterly 11.02 feet along the arc of a tangent curve to the left, having a radius of 2440.00 feet, through a central angle of 00°15'31";

N 86°08'14" E, 653.40 feet to a point of curvature;

THENCE along the Northerly Right-of-Way margin of Center Drive as filed under Recording No. 9011270235, Northeasterly 135.59 feet along the arc of a tangent curve to the right, having a radius of 2560.00 feet, through a central angle of 03°02'04";

THENCE N 01°53'56" E, 1541.20 feet;

THENCE N 65°15'22" W, 636.27 feet to the Southeasterly corner of that parcel of land as shown by deed filed under Recording No. 9101040283;

THENCE along the Southwesterly line of said parcel continuing N 65°15'22" W, 300.00 feet to the Southwesterly corner thereof;

BK0803PG2768

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December 18, 1991  
Page 3

THENCE along the Westerly line of said parcel,  
N 06°47'23" W, 256.74 feet;

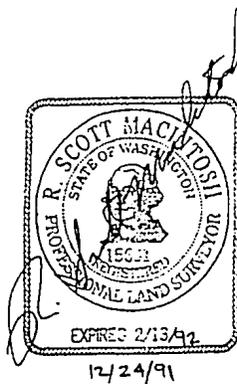
THENCE N 87°58'13" W, 1986.87 feet to the TRUE POINT OF  
BEGINNING.

Containing 142.527 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L52



BK0803PG2769

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 17, 1991

**LEGAL DESCRIPTION  
FOR PARCEL "C"**

That portion of the Southeast quarter of Section 23 and the Southwest quarter of Section 24, Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the Northwest corner of the East half of said Section 23;

THENCE along the Westerly line of said East half,  
S 02°06'15" W, 4042.33 feet;

THENCE S 87°58'13" E, 1986.87 feet to the Westerly line of a parcel of land conveyed by deed as filed under Recording No. 9101040283, Records of Pierce County, Washington;

THENCE along said Westerly line, S 06°47'23" E, 256.74 feet to the Southwesterly corner thereof;

THENCE along the Southwesterly line of said parcel,  
S 65°15'22" E, 300.00 feet to the Southeasterly corner thereof and the TRUE POINT OF BEGINNING;

THENCE along the Southeasterly line of said parcel,  
N 24°44'38" E, 359.51 feet to the Southerly line of the Puget Sound Outfall Channel;

THENCE along said Southerly line, S 55°28'12" E, 138.17 feet to a point of curvature;

THENCE continuing along said Southerly line, Southeasterly 350.80 feet along the arc of a tangent curve to the left, having a radius of 672.86 feet, through a central angle of 29°52'17";

THENCE S 01°53'56" W, 398.40 feet;

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BK 0803PG2770

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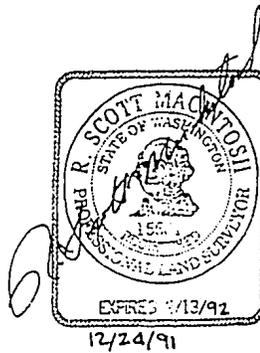
THENCE N 65°15'22" W, 636.27 feet to the TRUE POINT OF  
BEGINNING;

Containing 4.406 acres (191,921 Square Feet), more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L51



BK0803PG2771

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 24, 1991

LEGAL DESCRIPTION FOR PARCEL 'G'

That portion of the North half of Section 26, Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., said point also known as Fort Lewis Monument No. 270;

THENCE N 18°18'29" W, along the Westerly line of a tract of land conveyed by Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to the Southerly line of a tract of land conveyed by Donation Deed recorded in Volume 358, Page 158 under Recording No. 8609160527, said point being on a non-tangent curve;

THENCE along the Southerly and Westerly lines of said tract of land, the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 452.09 feet;

N 36°28'56" E, 992.63 feet;

N 34°42'17" E, 349.18 feet;

N 82°01'00" E, 314.64 feet;

N 61°15'31" E, 473.55 feet;

BK 0803PG2772

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S 53°33'57" E, 40.02 feet to the Southwesterly corner  
of the Plat of "Bell Hill" as filed under Recording No.  
9109060562;

THENCE along the Westerly line of said plat, N 01°53'56" E,  
1039.86 feet to the Northwesterly corner thereof;

THENCE N 01°53'56" E, 1678.66 feet to the Southerly Right-  
of-Way margin of Center Drive as filed under Recording No.  
9011270235;

THENCE along said Southerly Right-of-Way margin,  
Southwesterly 123.51 feet along the arc of a non-tangent  
curve to the left, having a radius of 2440.00 feet, the  
radius point of which bears S 00°57'45" E, through a central  
angle of 02°54'01" to a point of tangency;

THENCE along the proposed Southerly Right-of-Way margin of  
Center Drive, the following bearings and distances:

S 86°08'14" W, 653.40 feet to a point of curvature;

Westerly 27.79 feet along the arc of a tangent curve to  
the right, having a radius of 2560.00 feet, through a  
central angle of 00°37'19" to a point of reverse  
curvature;

Southwesterly 37.03 feet along the arc of a tangent  
curve to the left, having a radius of 25.00 feet,  
through a central angle of 84°51'22" to a point of  
tangency;

S 01°54'11" W, 12.16 feet to a point of curvature;

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Westerly 60.14 feet along the arc of a non-tangent curve to the right, having a radius of 2595.00 feet, the radius point of which bears N 02°40'02" W, through a central angle of 01°19'40";

N 01°54'11" E, 8.72 feet to a point of curvature;

Northwesterly 40.45 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 92°42'00" to a point of reverse curvature;

Westerly 429.58 feet along the arc of a tangent curve to the right, having a radius of 2560.00 feet, through a central angle of 09°36'52" to a point of tangency;

N 81°10'57" W, 171.22 feet to a point of curvature;

Westerly 147.08 feet along the arc of a tangent curve to the left, having a radius of 1440.00 feet, through a central angle of 05°51'08" to the TRUE POINT OF BEGINNING;

THENCE S 00°00'00" E, 924.13 feet to the Northerly line of Edmonds Marsh as shown on that Record of Survey filed under Recording No. 8909110090;

THENCE along said line, the following bearings and distances:

N 86°37'42" W, 69.42 feet;

S 89°18'38" W, 59.70 feet;

N 80°41'44" W, 54.47 feet;

N 88°42'41" W, 158.24 feet;

N 88°59'08" W, 77.63 feet;

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N 88°19'18" W, 87.67 feet;

N 88°57'25" W, 67.06 feet;

N 88°42'48" W, 56.34 feet;

N 89°00'38" W, 54.55 feet to the thread of Sequalitchew  
Creek;

THENCE along said thread, the following bearings and  
distances:

N 26°38'57" W, 99.32 feet;

N 76°20'59" W, 34.54 feet to the most Southeasterly  
corner of that parcel of land shown on that Record of  
Survey filed under Pierce County Recording No.  
9009270165;

THENCE along the most Easterly line of said parcel,  
N 15°36'05" E, 184.78 feet to the Northeasterly corner  
thereof;

THENCE along the Northerly line of said Parcel,  
N 74°23'55" W, 471.32 feet to said proposed Southerly Right-  
of-Way margin of Center Drive;

THENCE along said proposed Southerly margin, the following  
bearings and distances:

Northeasterly 1020.47 feet along the arc of a non-  
tangent curve to the right, having a radius of  
1440.00 feet, the radius point of which bears  
S 49°19'01" E, through a central angle of  
40°36'11" to a point of compound curvature;

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Southeasterly 40.24 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°13'40" to a point of tangency;

S 06°29'10" E, 9.25 feet to a point of curvature;

Northeasterly 60.01 feet along the arc of a non-tangent curve to the right, having a radius of 1405.00 feet, the radius point of which bears S 07°42'35" E, through a central angle of 02°26'49";

N 06°29'10" W, 9.25 feet to a point of curvature

Northeasterly 40.24 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°13'39" to a point of compound curvature;

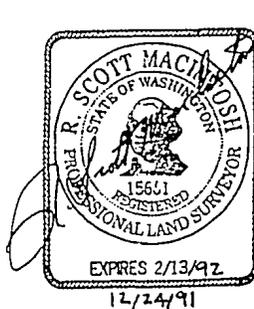
Easterly 181.56 feet along the arc of a tangent curve to the right, having a radius of 1440.00 feet, through a central angle of 07°13'26" to the TRUE POINT OF BEGINNING;

Containing 16.989 acres (740,025 Square Feet), more or less.

See attached Exhibit "A-A".

Written by: C.A.G.  
Checked by: R.J.W.

L9:L57



BK0803PG2776

**ESM inc.**

A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO  
 Job No. 129-08-945  
 December 20, 1991

**LEGAL DESCRIPTION  
 FOR PARCEL "H"**

That portion of the West half of Section 25 and of the East half of Section 26, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., said point also known as Fort Lewis Monument No. 270;

THENCE N 18°18'29" W, along the Westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to the Southerly line of a tract of land conveyed by a Donation Deed recorded in Volume 358, Page 158 under Recording Number 8609160527, said point being on a non-tangent curve;

THENCE along the Southerly and Westerly lines of said tract of land the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 452.09 feet;

N 36°28'56" E, 992.63 feet;

N 34°42'17" E, 349.18 feet;

N 82°01'00" E, 314.64 feet;

N 61°15'31" E, 473.55 feet;

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S 53°33'57" E, 40.02 feet to the Southwesterly corner  
of the Plat of "Bell Hill" as filed under Recording No.  
9109060562;

THENCE along the Westerly line of said plat, N 01°53'56" E,  
1039.86 feet to the Northwesterly corner thereof on the  
thread of Sequalitchew Creek and the TRUE POINT OF  
BEGINNING;

THENCE along said thread the following bearings and  
distances:

N 89°02'32" W, 93.10 feet  
N 81°19'16" W, 92.44 feet;  
N 85°20'45" W, 85.96 feet;  
N 86°49'23" W, 125.85 feet;  
N 86°06'31" W, 102.77 feet;  
S 84°38'01" W, 74.58 feet;  
S 80°06'16" W, 81.17 feet;  
S 85°00'54" W, 80.26 feet;  
N 84°11'22" W, 68.89 feet;  
S 90°00'00" W, 62.82 feet;  
N 81°19'16" W, 92.44 feet;  
N 65°23'44" W, 50.25 feet;  
N 76°16'32" W, 88.19 feet;

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N 70°38'40" W, 42.09 feet;  
N 74°49'03" W, 53.26 feet;  
N 83°02'16" W, 57.54 feet;  
N 81°19'16" W, 46.22 feet;  
N 67°51'05" W, 37.00 feet;  
S 50°51'04" W, 22.09 feet;  
S 45°40'09" W, 39.92 feet;  
S 76°16'32" W, 29.40 feet;  
S 90°00'00" W, 17.13 feet  
N 47°30'54" W, 30.98 feet;  
N 48°54'13" W, 53.05 feet;  
N 50°51'04" W, 44.19 feet;  
N 58°35'35" W, 53.54 feet;  
N 39°18'52" W, 45.07 feet;  
N 52°08'59" W, 79.57 feet;  
N 58°35'35" W, 53.54 feet;  
N 50°51'04" W, 88.38 feet;  
N 58°17'13" W, 26.54 feet;  
N 49°28'35" W, 75.14 feet;

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N 53°46'13" W, 35.40 feet;  
N 65°23'44" W, 50.25 feet;  
N 63°58'00" W, 31.78 feet;  
N 67°51'05" W, 37.00 feet;  
N 58°35'35" W, 40.15 feet;  
N 45°40'09" W, 79.84 feet;  
N 39°39'04" W, 35.80 feet;  
N 49°55'53" W, 237.42 feet;

N 19°57'57" W, 49.35 feet to the Northerly line of  
Edmonds Marsh as shown on that Record of Survey filed  
under Recording No. 8909110090;

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

S 89°00'38" E, 54.55 feet;  
S 88°42'48" E, 56.34 feet;  
S 88°57'25" E, 67.06 feet;  
S 88°19'18" E, 87.67 feet;  
S 88°59'08" E, 77.63 feet;  
S 88°42'41" E, 158.24 feet;  
S 80°41'44" E, 54.47 feet;

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N 89°18'38" E, 59.70 feet;

S 86°37'42" E, 69.42 feet;

THENCE N 00°00'00" W, 924.13 feet to a point of non-tangent curvature on the proposed Southerly Right-of-Way margin of Center Drive;

THENCE along the said proposed Southerly margin, the following bearings and distances:

Easterly 147.08 feet along the arc of the non-tangent curve to the right, having a radius of 1440.00 feet, the radius point of which bears S 02°57'55" W, through a central angle of 05°51'08" to a point of tangency;

S 81°10'57" E, 171.22 to a point of curvature;

Easterly 429.58 feet along the arc of a tangent curve to the left, having a radius of 2560.00 feet, through a central angle of 09°36'52" to a point reverse curvature;

Southeasterly 40.45 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°42'00" to a point of tangency;

S 01°54'11" W, 8.72 feet to a point of curvature;

Easterly 60.14 feet along the arc of a non-tangent curve to the left, having a radius of 2595.00 feet, the radius point of which bears N 01°20'21" W, through a central angle of 01°19'40";

N 01°54'11" E, 12.16 feet to a point of curvature;

BK0803PG2781

WRECO  
December 20, 1991  
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Northeasterly 37.03 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $84^{\circ}51'22''$  to a point of reverse curvature;

Easterly 27.79 feet along the arc of a tangent curve to the left, having a radius of 2560.00 feet, through a central angle of  $00^{\circ}37'19''$  to a point of tangency;

N  $86^{\circ}08'14''$  E, 653.40 feet to a point of curvature;

THENCE along the Southerly Right-of-Way margin of Center Drive as filed under Recording No. 9011270235, Northeasterly 123.51 feet along the arc of a tangent curve to the right, having a radius of 2440.00 feet, through a central angle of  $02^{\circ}54'01''$ ;

THENCE S  $01^{\circ}53'56''$  W, 1678.66 feet to the TRUE POINT OF BEGINNING;

Containing 64.202 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L53



BK0803PG2782

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Job No. 129-08-945  
WRECO - Dupont  
December 20, 1991  
Revised June 4, 1992

**LEGAL DESCRIPTION OF PARCEL 'N'**

That portion of Section 35, Township 19 North, Range 1 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 35, said point also known as Fort Lewis Monument No. 270;

THENCE S 18°18'29" E, along the Westerly line of a parcel of land as shown by Record of Survey recorded in Volume 473, Page 378, under Recording No. 8803030092, Records of Pierce County, Washington, 657.71 feet to a point on the Northerly right-of-way margin of Wilmington Drive;

THENCE S 71°38'24" W, along said Northerly margin, 1494.76 feet to a point of curvature AND the TRUE POINT OF BEGINNING;

THENCE Southwesterly 625.63 feet along the arc of a tangent curve to the right, having a radius of 1443.50 feet, through a central angle of 24°49'58" to a point of compound curvature;

THENCE Northwesterly 40.42 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°37'35" to a point of tangency;

THENCE N 09°05'57" E, 338.66 feet to a point of curvature;

THENCE Northeasterly 368.02 feet along the arc of a tangent curve to the right, having a radius of 660.00 feet, through a central angle of 31°56'53" to a point of tangency;

THENCE N 41°02'50" E, 272.68 feet to a point of curvature;

THENCE Northeasterly 284.39 feet along the arc of tangent curve to the left, having a radius of 740.00 feet, through a central angle of 22°01'10";

BK0803PG2783

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Revised June 4, 1992  
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THENCE N 70°58'20" W, 80.00 feet to a point of curvature;

THENCE northwesterly 342.93 feet along the arc of non-tangent curve to the right, having a radius of 300.00 feet, the radius point of which bears N 13°52'12" E, through a central angle of 65°29'38";

THENCE S 83°45'40" W, 725.09 feet to the proposed easterly Right-of-Way margin of Center Drive;

THENCE along said proposed easterly margin, the following courses:

Southwesterly 270.86 feet along the arc of the non-tangent curve to the right, having a radius of 1560.00 feet, the radius point of which bears N 67°14'33" W, through a central angle of 09°56'53" to a point of reverse curvature;

Southwesterly 1494.73 feet along the arc of a tangent curve to the left, having a radius of 2740.00 feet, through a central angle of 31°15'22" to a point of tangency;

S 01°26'58" W, 173.21 feet to the Northwesterly Right-of-Way margin of Wilmington Drive;

THENCE along said Northwesterly margin, N 71°38'24" E, 1785.24 feet to the TRUE POINT OF BEGINNING.

Containing 40.246 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L10:L56



BK0803PG2784

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Job No. 129-08-944  
WRECO - Dupont  
Revised December 20, 1991

**LEGAL DESCRIPTION OF PARCEL 'O'**

That portion of the Northwest quarter of Section 36 and of the East half of Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 35, said point also known as Fort Lewis Monument No. 270;

THENCE S 18°18'29" E, along the Westerly line of a parcel of land as shown by Record of Survey recorded in Volume 473, Page 378, under Recording No. 8803030092, Records of Pierce County, Washington, 657.71 feet to a point on the Northerly Right-of-Way margin of Wilmington Drive;

THENCE S 71°38'24" W, along said Northerly margin, 1494.76 feet to a point of curvature;

THENCE Southwesterly 625.63 feet along the arc of a tangent curve to the right, having a radius of 1443.50 feet, through a central angle of 24°49'58" to a point of compound curvature;

THENCE Northwesterly 40.42 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°37'35" to a point of tangency;

THENCE N 09°05'57" E, 338.66 feet to a point of curvature;

THENCE Northeasterly 368.02 feet along the arc of a tangent curve to the right, having a radius of 660.00 feet, through a central angle of 31°56'53" to a point of tangency;

THENCE N 41°02'50" E, 272.68 feet to a point of curvature;

THENCE Northeasterly 610.72 feet along the arc of tangent curve to the left, having a radius of 740.00 feet, through a central angle of 47°17'11";

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**9208240297**

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Revised December 20, 1991  
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THENCE N 71°41'31" E, 1126.36 feet to the Westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977;

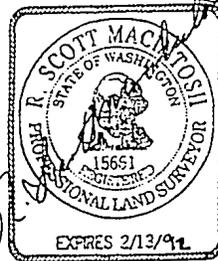
THENCE S 18°18'29" E, along said Westerly line, 693.66 feet to the POINT OF BEGINNING;

Containing 51.618 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L54



BK0803PG2786

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 24, 1991

LEGAL DESCRIPTION FOR PARCEL "R"

That portion of the Southwest quarter of Section 25 AND of the Northwest quarter of Section 36, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 262, as shown on that Record of Survey by ESM, Inc., filed under Pierce County Recording No. 8806170120;

THENCE S 87°57'04" E, 572.46 feet to the Westerly Right-of-Way margin of Dupont-Steilacoom Road;

THENCE along said Westerly margin, S 01°42'01" W, 1488.92 feet to the Southeasterly corner of the Plat of "Bell Hill", as filed under Pierce County Recording No. 9109060562 AND the TRUE POINT OF BEGINNING;

THENCE continuing along said Westerly margin, the following bearings and distances:

S 01°42'01" W, 74.27 feet to a point of curvature;

Southwesterly 569.42 feet along the arc of a tangent curve to the right, having a radius of 1646.32 feet, through a central angle of 19°49'02" to a point of tangency;

S 21°31'03" W, 234.07 feet;

S 31°28'44" W, 757.30 feet to the Southerly line of a 15.00 foot easement granted to Pierce County School District No. 7 for a path;

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

N 74°06'39" W, 6.70 feet;

N 77°04'23" W, 137.26 feet

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BK0803PG2787

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December 24, 1991  
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N 80°53'53" W, 149.55 feet;

N 83°27'53" W, 83.30 feet to the Southeasterly corner  
of Block "L", as shown on the Plat of "Replat of the  
Village of Dupont", filed in Volume 15, Page 66,  
Records of Pierce County, Washington;

THENCE along the Southeasterly line of said Block "L",  
N 37°31'09" E, 120.15 feet to the Northeasterly corner  
thereof and point on the Easterly line of that tract of land  
conveyed by Deed filed in Volume 358, Page 158 under  
Recording No. 8609160527;

THENCE along the Easterly and Northeasterly lines of said  
tract, the following bearings and distances:

N 37°31'09" E, 300.72 feet;

N 50°54'48" W, 39.71 feet;

N 20°15'28" E, 177.79 feet;

N 08°05'30" E, 148.69 feet;

N 18°28'36" E, 97.46 feet;

N 10°27'09" W, 109.27 feet;

N 10°49'00" E, 83.70 feet;

N 39°55'19" W, 402.16 feet;

N 49°44'03" W, 138.48 feet;

N 41°21'42" W, 83.79 feet;

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WRECO - Dupont  
December 24, 1991  
Page 3

N 47°49'04" W, 99.24 feet to the Southerly line of said  
Plat of "Bell Hill";

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

N 86°09'51" E, 566.26 feet;  
S 30°02'50" E, 56.31 feet;  
N 81°03'07" E, 56.42 feet;  
N 76°19'50" E, 49.78 feet;  
S 80°24'24" E, 25.68 feet;  
S 86°11'31" E, 41.36 feet;  
S 77°20'45" E, 37.53 feet;  
N 82°37'33" E, 40.92 feet;  
N 83°03'30" E, 29.71 feet;  
S 71°21'32" E, 35.46 feet;  
S 73°42'35" E, 28.67 feet;  
S 61°30'59" E, 58.65 feet;  
N 87°41'02" E, 42.60 feet;  
S 37°31'32" E, 35.01 feet;  
N 74°09'45" E, 57.08 feet;

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WRECO - Dupont  
December 24, 1991  
Page 4

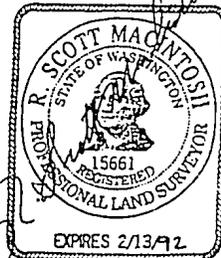
S 88°17'59" E, 24.03 feet to the TRUE POINT OF  
BEGINNING;

Containing 20.394 acres (888,372 Square Feet), more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L59



12/24/91

BK0803PG2790

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 24, 1991

**LEGAL DESCRIPTION FOR PARCEL "S"**

That portion of the North half of Section 36, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 262, as shown on that Record of Survey by ESM, Inc., filed under Pierce County Recording No. 8806170120;

THENCE S 87°57'04" E, 612.46 feet to the centerline of Dupont-Steilacoom Road;

THENCE along said centerline, S 01°42'01" W, 1562.95 feet to a point of curvature;

THENCE continuing along said centerline, Southwesterly 583.26 feet along the arc of a tangent curve to the right, having radius of 1686.32 feet, through a central angle of 19°49'02";

THENCE S 68°28'57" E, 40.00 feet to the Easterly Right-of-Way margin of said Dupont-Steilacoom Road;

THENCE along said Easterly margin, S 21°31'03" W, 203.31 feet to the Northwesterly corner of that tract of land shown on said Record of Survey by ESM, Inc., and the TRUE POINT OF BEGINNING;

THENCE along the Northerly, Easterly, and Southerly lines of said tract of land, the following bearings and distances:

N 90°00'00" E, 176.67 feet;

S 01°38'51" W, 418.71 feet;

S 88°17'10" E, 291.10 feet;

S 01°40'18" W, 272.90 feet;

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WRECO - Dupont  
December 24, 1991  
Page 2

S 71°38'03" W, 754.43 feet along the Southerly line of said tract and the Westerly extension thereof to the Northerly Right-of-Way margin of Barksdale Avenue;

THENCE along said Northerly margin, N 61°50'14" W, 85.47 feet to a point of non-tangent curvature on the old Westerly Right-of-Way margin of said Dupont-Steilacoom Road;

THENCE along said Westerly margin, Northeasterly 210.85 feet along the arc of non-tangent curve to the right, having a radius of 956.32 feet, the radius point of which bears N 86°32'46" E, through a central angle of 12°37'58" to the Southerly line of a 15 foot easement granted to Pierce County School District No. 7 for a path;

THENCE along said Southerly line, N 74°06'39" W, 62.47 feet to the Southeasterly Right-of-Way margin of Wilmington Drive;

THENCE along said Southeasterly margin, N 31°28'44" E, 694.17 feet to said Easterly margin of Dupont-Steilacoom Road;

THENCE along said Easterly margin, N 21°31'03" E, 83.97 feet to the TRUE POINT OF BEGINNING;

Containing 10.006 acres (435,866 Square Feet), more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L9:L58



BK0803PG2792

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont  
Job No. 129-08-880  
March 21, 1990  
Revised March 23, 1990

**LEGAL DESCRIPTION  
FOR PARCEL "T"**

That portion of the Southeast quarter of Section 23,  
Township 19 North, Range 1 East, W.M., Pierce County, State  
of Washington, and being more particularly described as  
follows:

COMMENCING at a concrete monument known as Fort Lewis  
Monument #259;

THENCE S 01°31'31" W, 198.25 feet to a point lying on the  
Westerly boundary of the Fort Lewis Military Reservation;

THENCE N 55°28'12" W, 2453.93 feet to a concrete monument on  
the Southwesterly margin of the Puget Sound Outfall Channel  
per Records of Pierce County, Washington recorded under  
Auditor's File No. 1674527 and said monument being a point  
of tangency;

THENCE continuing N 55°28'12" W, 138.17 feet along said  
Southwesterly margin of the Puget Sound Outfall Channel to  
the TRUE POINT OF BEGINNING;

THENCE continuing along said Southwesterly margin,  
N 55°28'12" W, 238.07 feet to a point of intersection with  
the Easterly prolongation of the Northerly margin of a  
90 foot wide Puget Sound Power and Light Company  
Transmission Line Easement;

THENCE along said Easterly prolongation, N 87°58'13" W,  
268.09 feet to a point of intersection with the said  
Northerly margin of the Puget Power and Light Company  
Transmission Line Easement and the centerline of a 25.00  
foot sanitary sewer easement per records of Pierce County,  
Washington, recorded under Auditor's File No. 1310652;

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Job No. 129-08-880  
March 21, 1990  
Revised 23, 1990  
Page 2

THENCE along said centerline, S 06°47'23" E, 347.82 feet to the centerline of a 45.00 foot strip of land containing said 25.00 foot sanitary sewer easement as filed under Auditor's File No. 1310652 and a 20.00 foot sanitary sewer easement as filed under Auditor's File No. 1836680 per records of Pierce County, Washington;

THENCE along said centerline, S 65°15'22" E, 300.00 feet;

THENCE N 24°44'38" E, 359.51 feet to the TRUE POINT OF BEGINNING.

Containing 148,104 square feet, more or less.

TOGETHER WITH a 40.00 foot easement for ingress-egress, Auditors's File Nos. 2865571, 2925465, and 8401170060, Records of Pierce County, Washington.

See attached Exhibit "A-A".

Written: RSM  
Checked: RJW

15:151

DK0803PG2794

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont  
Job No. 129-08-945  
December 20, 1991  
Revised June 4, 1992

**LEGAL DESCRIPTION  
FOR PARCEL 'X'**

That portion of the Northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 35, said point also known as Fort Lewis Monument No. 270;

THENCE S 18°18'29" E, along the westerly line of a parcel of land as shown by Record of Survey recorded in Volume 473, Page 378, under Recording No. 8803030092, Records of Pierce County, Washington, 657.71 feet to a point on the northerly Right-of-Way margin of Wilmington Drive;

THENCE S 71°38'24" W, along said northerly margin, 1494.76 feet to a point of curvature;

THENCE southwesterly 625.63 feet along the arc of a tangent curve to the right, having a radius of 1443.50 feet, through a central angle of 24°49'58" to a point of compound curvature;

THENCE northwesterly 40.42 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°37'35" to a point of tangency;

THENCE N 09°05'57" E, 338.66 feet to a point of curvature;

THENCE northeasterly 368.02 feet along the arc of a tangent curve to the right, having a radius of 660.00 feet, through a central angle of 31°56'53" to a point of tangency;

THENCE N 41°02'50" E, 272.68 feet to a point of curvature;

THENCE northeasterly 284.39 feet along the arc of tangent curve to the left, having a radius of 740.00 feet, through a central angle of 22°01'10";

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WRECO - Dupont  
December 20, 1991  
Revised June 4, 1992  
Page 2

THENCE N 70°58'20" W, 80.00 feet to a point of curvature;

THENCE northwesterly 342.93 feet along the arc of non-tangent curve to the right, having a radius of 300.00 feet, the radius point of which bears N 13°52'12" E, through a central angle of 65°29'38";

THENCE N 83°45'40" E, 90.38 feet to the TRUE POINT OF BEGINNING;

THENCE S 83°45'40" W, 815.47 feet to the proposed easterly Right-of-Way margin of Center Drive;

THENCE along said proposed easterly margin, Northeasterly 626.57 feet along the arc of a non-tangent curve to the left, having a radius of 1560.00 feet, the radius point of which bears N 67°14'33" W, through a central angle of 23°00'46";

THENCE N 86°52'43" E, 61.88 feet to a point of curvature;

THENCE easterly 126.70 feet along the arc of a tangent curve to the left, having a radius of 478.00 feet, through a central angle of 15°11'12" to a point of tangency;

THENCE N 71°41'31" E, 499.88 feet;

THENCE S 18°18'29" E, 490.63 feet to a point of curvature;

THENCE Southwesterly 248.05 feet along the arc of a non-tangent curve to the left, having a radius of 210.00 feet, the radius point of which bears S 22°16'30" E, through a central angle of 67°40'35" to a point of non-tangency;

THENCE S 06°14'20" E, 46.00 feet to the TRUE POINT OF BEGINNING.

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WRECO - Dupont  
December 20, 1991  
Revised June 4, 1992  
Page 3

Containing 11.344 acres, more or less.

See Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

L10:L57



BK0803PG2797

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont  
129-08-908  
October 19, 1990

**LEGAL DESCRIPTION  
FOR NWL INDUSTRIAL PARK DIVISION I**

Those portions of the Southwest quarter of Section 24 and of the Northwest quarter of Section 25 all in Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at Fort Lewis Monument Number 262 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording Number 8806170120;

THENCE S 87°57'04" E, 572.46 feet to the Westerly margin of Dupont-Steilacoom Highway as established 40 feet Westerly of the centerline thereof;

THENCE along said Westerly margin, N 01°42'01" E, 2466.04 feet to the TRUE POINT OF BEGINNING;

THENCE N 88°17'59" W, 10.00 feet to a line 10 feet Westerly of and parallel with said Westerly margin;

THENCE along said parallel line, S 01°42'01" W, 305.60 feet to a point of curvature;

THENCE Southwesterly 54.98 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of 90°00'00" to a point of tangency to a point on the Northerly, Easterly, and Westerly right-of-way margin of Center Drive and International Place the following bearings and distances:

N 88°17'59" W, 398.72 feet to a point of curvature;

Northwesterly 584.05 feet along the arc of a tangent curve to the right, having a radius of 2440.00 feet, through a central angle of 13°42'53" to a point of tangency;

N 74°35'06" W, 42.16 feet to a point of curvature;

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Dupont  
October 19, 1990  
Page 2

Northerly 54.98 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of  $90^{\circ}00'00''$  to a point of tangency;

N  $15^{\circ}24'54''$  E, 168.48 feet to a point of curvature;

Northerly 405.56 feet along the arc of a tangent curve to the left, having a radius of 1630.00 feet, through a central angle of  $14^{\circ}15'22''$  to a point of tangency;

N  $01^{\circ}09'32''$  E, 973.11 feet to a point of curvature;

Northeasterly 26.44 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $60^{\circ}35'20''$  to a point of reverse curvature;

Northerly, Westerly and Southerly 457.32 feet along the arc of a tangent curve to the left, having a radius of 87.00 feet, through a central angle of  $301^{\circ}10'41''$  to a point of reverse curvature;

Southerly 26.44 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $60^{\circ}35'20''$  to a point of tangency;

S  $01^{\circ}09'32''$  W, 973.11 feet to a point of curvature;

Southerly 390.63 feet along the arc of a tangent curve to the right, having a radius of 1570.00 feet, through a central angle of  $14^{\circ}15'22''$  to a point of tangency;

S  $15^{\circ}24'54''$  W, 168.48 feet to a point of curvature;

Southwesterly 54.98 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of  $90^{\circ}00'00''$  to a point of tangency;

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Dupont  
October 19, 1990  
Page 3

N 74°35'06" W, 423.37 feet to a point of curvature;

Westerly 725.75 feet along the arc of a tangent curve to the left, having a radius of 2560.00 feet, through a central angle of 16°14'35";

THENCE N 01°53'56" E, 1939.61 feet to the Southerly line of Puget Sound Outfall Channel;

THENCE along said line the following bearings and distances:

Southeasterly 17.97 feet along the arc of a non-tangent curve to the left, having a radius of 672.86 feet, the radius point of which bears N 04°39'31" E, through a central angle of 01°31'47";

S 86°52'16" E, 1194.14 feet to a point of curvature;

Southeasterly 187.60 feet along the arc of a tangent curve to the right, having a radius of 471.64 feet, through a central angle of 22°47'25";

S 64°04'51" E, 287.07 feet;

Southeasterly 235.35 feet along the arc of a tangent curve to the right, having a radius of 474.81 feet, through a central angle of 28°24'01";

S 35°40'50" E, 112.59 feet to a point of curvature;

Southeasterly 277.10 feet along the arc of a tangent curve to the left, having a radius of 291.11 feet, through a central angle of 54°32'19";

N 89°46'51" E, 0.87 feet to a point of curvature on the said Westerly margin of Dupont-Steilacoom Highway;

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Dupont  
October 19, 1990  
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THENCE along said Westerly margin, Southeasterly 774.61 feet along the arc of a non-tangent curve to the right, having a radius 1780.12 feet, the radius point of which bears 66°46'11" W, through a central angle of 24°55'50";

THENCE continuing along said Westerly margin, S 01°42'01" W, 591.86 feet to the TRUE POINT OF BEGINNING.

See attached Exhibit "A-A"

Written by: R.J.W.  
Checked by: C.A.G.

L7:L80

BK0803PG2801

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont  
Job No. 129-22-911  
April 30, 1991

**LEGAL DESCRIPTION  
FOR WILLIAMSON PLAT**

That portion of the Northwest quarter and the Southwest quarter of Section 25, in Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at Fort Lewis Monument Number 262 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording Number 8806170120;

THENCE S 87°57'04" E, 572.46 feet to the Westerly margin of Dupont-Steilacoom Highway as established 40 feet Westerly of the centerline thereof;

THENCE along said Westerly margin, N 01°42'01" E, 1330.22 feet to the center of Sequelichew Creek and the TRUE POINT OF BEGINNING;

THENCE along the said center of Sequelichew Creek the following bearings and distances:

S 84°23'52" W, 15.13 feet;  
S 77°19'06" W, 53.57 feet;  
S 81°28'12" W, 2.88 feet;  
S 78°30'30" W, 45.30 feet;  
S 60°05'32" W, 66.36 feet;  
S 53°38'28" W, 103.26 feet;  
S 49°06'02" W, 31.14 feet;  
S 51°34'07" W, 43.33 feet;  
S 44°52'51" W, 9.69 feet;  
S 48°22'28" W, 93.69 feet;  
S 55°21'06" W, 85.07 feet;  
S 37°09'56" W, 109.64 feet;  
S 35°41'49" W, 29.49 feet;  
S 36°44'27" W, 57.37 feet;  
S 27°03'43" W, 10.19 feet;

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S 29°41'51" W, 72.57 feet;  
S 26°09'59" W, 25.98 feet;  
S 30°32'56" W, 29.27 feet;  
S 50°12'34" W, 62.55 feet;  
S 40°30'43" W, 34.52 feet;  
S 71°51'18" W, 28.65 feet;  
S 76°17'52" W, 53.26 feet;  
S 67°06'42" W, 31.97 feet;  
S 63°10'42" W, 45.27 feet;  
S 85°34'08" W, 49.71 feet;  
N 61°25'37" W, 78.09 feet;  
N 42°17'42" W, 94.66 feet;  
N 66°00'20" W, 86.19 feet;  
N 69°36'36" W, 91.65 feet;  
N 69°14'08" W, 62.61 feet;  
N 48°02'53" W, 91.97 feet;  
N 34°11'36" W, 78.08 feet;  
N 27°05'03" W, 72.05 feet;  
N 24°43'36" W, 131.73 feet;  
N 50°57'12" W, 99.42 feet;  
N 58°20'27" W, 110.42 feet to the Northeast corner of  
the Plat of Bell Hill;

THENCE continuing along the said center Sequelichew of Creek  
and the North line of said Plat the following bearings and  
distances:

N 89°11'52" W, 98.21 feet;  
S 52°05'48" W, 85.23 feet;  
S 52°42'17" W, 102.92 feet;  
S 58°18'12" W, 106.29 feet;  
S 35°03'36" W, 67.34 feet;  
S 24°38'02" W, 55.86 feet;  
S 02°01'29" W, 109.77 feet;

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Dupont  
April 30, 1991  
Page 3

S 25°49'29" W, 55.03 feet;  
N 84°52'36" W, 103.35 feet;  
N 84°53'21" W, 102.28 feet;  
S 85°49'39" W, 69.94 feet to the Northwest corner of  
said Plat;

THENCE N 01°53'56" E, 1678.66 feet to the Southerly margin  
of Center Drive:

THENCE along the Southerly, Westerly and Easterly  
right-of-way margin of said Center Drive, Marshfield Place  
East, and Marshfield Place West the following bearings and  
distances:

Easterly 435.35 feet along the arc of a non-tangent  
curve to the right, having a radius of 2440.00 feet,  
the radius point of which bears S 00°57'45" E, through  
a central angle of 10°13'22" to a point of compound  
curvature;

Southerly 39.84 feet along the arc of a tangent curve  
to the right, having a radius of 25.00 feet, through a  
central angle of 91°18'18" to a point of tangency;

S 10°33'55" W, 14.37 feet to a point of curvature;

Southwesterly 111.24 feet along the arc of a tangent  
curve to the right, having a radius of 220.00 feet,  
through a central angle of 28°58'17" to a point of  
reverse curvature;

Southerly 268.30 feet along the arc of a tangent curve  
to the left, having a radius of 280.00 feet, through a  
central angle of 54°54'05" to a point of reverse  
curvature;

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Dupont  
April 30, 1991  
Page 4

Southwesterly 17.82 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $40^{\circ}49'45''$  to a point of reverse curvature;

Southerly, Easterly and Northerly 261.47 feet along the arc of a tangent curve to the left, having a radius of 55.00 feet, through a central angle of  $272^{\circ}23'00''$  to a point of reverse curvature;

Northerly 23.32 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $54^{\circ}35'49''$  to a point of compound curvature;

Northeasterly 199.12 feet along the arc of a tangent curve to the right, having a radius of 220.00 feet, through a central angle of  $51^{\circ}51'31''$  to a point of reverse curvature;

Northeasterly 141.58 feet along the arc of a tangent curve to the left, having a radius of 280.00 feet, through a central angle of  $28^{\circ}58'17''$  to a point of tangency;

N  $10^{\circ}33'55''$  E, 14.37 feet to a point of curvature;

Northeasterly 39.84 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $91^{\circ}18'18''$  to a point of compound curvature;

Southeasterly 150.95 feet along the arc of a tangent curve to the right, having a radius of 2440.00 feet, through a central angle of  $03^{\circ}32'40''$  to a point of tangency;

S  $74^{\circ}35'06''$  E, 595.54 feet to a point of curvature;

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Dupont  
April 30, 1991  
Page 5

Southeasterly 378.55 feet along the arc of a tangent curve to the left, having a radius of 2560.00 feet, through a central angle of  $08^{\circ}28'20''$  to a point of reverse curvature;

Southeasterly 38.74 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $88^{\circ}46'50''$  to a point of tangency;

S  $05^{\circ}43'24''$  W, 15.59 feet to a point of curvature;

Southeasterly 261.33 feet along the arc of a tangent curve to the left, having a radius of 430.00 feet, through a central angle of  $34^{\circ}49'15''$  to a point of reverse curvature;

Southwesterly 247.24 feet along the arc of a tangent curve to the right, having a radius of 170.00 feet, through a central angle of  $83^{\circ}19'42''$  to a point of compound curvature;

Southwesterly 24.95 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $57^{\circ}10'42''$  to a point of reverse curvature;

Southerly, Easterly, and Northerly 261.05 feet along the arc of a tangent curve to the left, having a radius of 55.00 feet, through a central angle of  $271^{\circ}56'34''$  to a point of reverse curvature;

Northeasterly 17.29 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $39^{\circ}37'35''$  to a point of reverse curvature;

9208240297

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Dupont  
April 30, 1991  
Page 6

Northerly 354.02 feet along the arc of a tangent curve to the left, having a radius of 230.00 feet, through a central angle of  $88^{\circ}11'25''$  to a point of reverse curvature;

Northwesterly 224.86 feet along the arc of a tangent curve to the right, having a radius of 370.00 feet, through a central angle of  $34^{\circ}49'15''$  to a point of tangency;

N  $05^{\circ}43'24''$  E, 15.59 feet to a point of curvature;

Northeasterly 38.74 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $88^{\circ}46'51''$  to a point of reverse curvature;

Easterly 125.28 feet along the arc of a tangent curve to the left, having a radius of 2560.00 feet, through a central angle of  $02^{\circ}48'14''$  to a point of tangency;

S  $88^{\circ}17'59''$  E, 398.72 feet to a point of curvature;

Southeasterly 54.98 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of  $90^{\circ}00'00''$  to a point of tangency on a line 10 feet Westerly of and parallel with said Westerly margin of Dupont-Steilacoom Highway;

THENCE S  $01^{\circ}42'01''$  W, along said parallel line, 640.22 feet;

THENCE S  $88^{\circ}17'59''$  E, 10.00 feet to a point on the said Westerly margin;

THENCE S  $01^{\circ}42'01''$  W, along said Westerly margin, 174.70 feet to the TRUE POINT OF BEGINNING.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

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1.8:1.26

9208240297

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

December 3, 1991  
Job No. 129-38-910  
WRECO

LEGAL DESCRIPTION FOR DAVIS PLACE SHORT PLAT

That portion of the West half of Section 25, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, more particularly described as follows:

COMMENCING at Fort Lewis Monument Number 262 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording Number 8806170120;

THENCE S 87°57'04" E, 572.46 feet to the Westerly right-of-way margin of Dupont-Steilacoom Highway and the TRUE POINT OF BEGINNING;

THENCE along said Westerly margin S 01°42'01" W, 284.19 feet to the Northwestern corner of the Plat of Bell Hill as recorded under Recording No. 9109060562, Records of Pierce County, Washington;

THENCE along the Northerly and the Northwestern lines of said plat the following bearings and distances:

N 84°14'28" W, 1367.50 feet;

S 52°08'49" W, 49.76 feet;

S 74°30'11" W, 56.73 feet;

N 76°58'00" W, 87.17 feet

S 65°08'38" W, 42.32 feet;

N 71°06'14" W, 64.90 feet;

N 01°53'57" E, 1268.11 feet to the most Northwestern corner of said plat and the centerline of the Sequalichew Creek;

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December 3, 1991  
WRECC  
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THENCE along said centerline the following bearings and distances:

S 58°20'27" E, 110.42 feet;  
S 50°57'12" E, 99.42 feet;  
S 24°3'36" E, 131.73 feet;  
S 27°5'03" E, 72.05 feet;  
S 34°1'36" E, 78.08 feet;  
S 48°2'53" E, 91.97 feet;  
S 69°4'08" E, 62.61 feet;  
S 69°6'36" E, 91.65 feet;  
S 66°0'20" E, 86.19 feet;  
S 42°7'42" E, 94.66 feet;  
S 61°5'37" E, 78.09 feet;  
N 85°4'08" E, 49.71 feet;  
N 63°0'42" E, 45.27 feet;  
N 67°'42" E, 31.97 feet;  
N 76°17'52" E, 53.26 feet;  
N 71°51'18" E, 28.65 feet;

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WRECO  
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N 40°30'43" E, 34.52 feet;  
N 50°12'34" E, 62.55 feet;  
N 30°32'56" E, 29.27 feet;  
N 26°09'59" E, 25.98 feet;  
N 29°41'51" E, 72.57 feet;  
N 27°03'43" E, 10.19 feet;  
N 36°44'27" E, 57.37 feet;  
N 35°41'49" E, 29.49 feet;  
N 37°09'56" E, 109.64 feet;  
N 55°21'06" E, 85.07 feet;  
N 48°22'28" E, 93.69 feet;  
N 44°02'51" E, 9.69 feet;  
N 51°04'07" E, 43.33 feet;  
N 49°06'02" E, 31.14 feet;  
N 53°08'28" E, 103.26 feet;  
N 60°05'32" E, 66.36 feet;  
N 78°01'30" E, 45.30 feet;

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WRECO  
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N 81°08'12" E, 2.88 feet;

N 77°09'06" E, 53.57 feet;

N 84°03'52" E, 15.13 feet to said Westerly margin of Dupont  
Steilacoom Highway;

THENCE along said Westerly margin, S 01°02'01" W, 894.57 feet to  
a point of curvature;

THENCE Southwesterly 39.27 feet along the arc of a tangent curve  
to the right, having a radius of 25.00 feet, through a central  
angle of 90°0'00" to a point of tangency;

THENCE N 88°07'59" W, 38.68 feet to a point of curvature;

THENCE Southwesterly 121.80 feet along the arc of a tangent curve  
to the left, having a radius of 205.00 feet, through a central  
angle of 34°2'30" to a point of tangency;

THENCE S 57°09'31" W, 44.85 feet to a point of curvature;

THENCE Northwesterly 333.74 feet along the arc of a tangent curve  
to the right, having a radius of 195.00 feet, through a central  
angle of 98°3'40" to a point of compound curvature;

THENCE Northerly 24.31 feet along the arc of a tangent curve to the  
right, having a radius of 25.00 feet, through a central angle of  
55°2'26" to a point of reverse curvature;

THENCE Northerly, Westerly and Southerly 261.29 feet along the arc  
of a tangent curve to the left, having a radius of 55.00 feet,  
through a central angle of 272°2'04" to a point of reverse  
curvature;

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December 3, 1991  
WRECO  
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THENCE Southeasterly 17.58 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $40^{\circ}7'07''$  to a point of reverse curvature;

THENCE Southeasterly 453.30 feet along the arc of a tangent curve to the left, having a radius of 255.00 feet, through a central angle of  $101^{\circ}1'09''$  to a point of tangency;

THENCE N  $57^{\circ}9'31''$  E, 44.85 feet to a point of curvature;

THENCE Northeasterly 86.15 feet along the arc of a tangent curve to the right, having a radius of 145.00 feet, through a central angle of  $34^{\circ}2'30''$  to a point of tangency;

THENCE S  $88^{\circ}7'59''$  E, 88.68 feet to a point of curvature;

THENCE Southeasterly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $90^{\circ}0'00''$  to a point of tangency on said Westerly margin of Dupont-Steilacoom Highway;

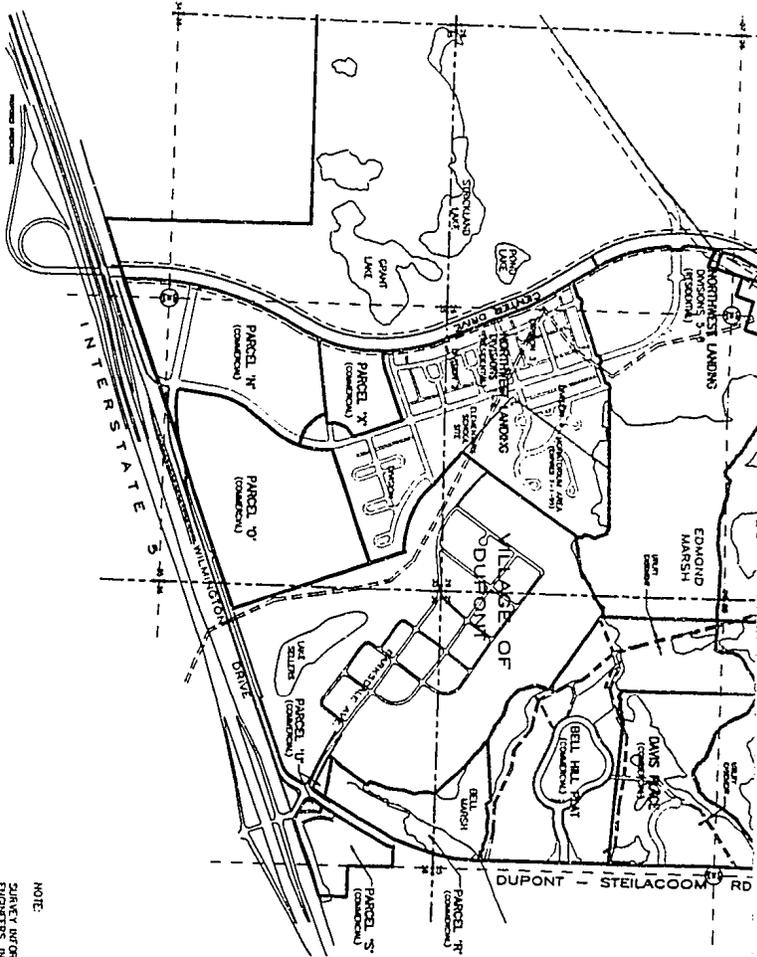
THENCE along said Westerly margin, S  $01^{\circ}2'01''$  W, 150.95 feet to the TRUE POINT OF BEGINNING.

Containing 36.587 acres, more or less.

See attached Exhibit "A-A".

Written by: R.J.W.  
Checked by: C.A.G.

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This map is intended as a graphic representation only.

NOTE:  
 SURVEY INFORMATION FROM MATRICE  
 AND OTHER SOURCES HAS BEEN  
 INFORMATION PRODUCED BY Weyerhaeuser  
 LAND TITLE DEPARTMENT (FREQUENTLY)  
 AND DOES NOT REPRESENT A FIELD SURVEY  
 BY ESM, INC.



**ESM inc.**

1500 E. Exchange, 15th Street, 10th Floor, Denver, Colorado 80202  
 34004 NORTH AVENUE, SUITE 300, BLDG. A  
 FEDERAL WAY, WASHINGTON 28003  
 PHONE: (208) 838-8113

JOB NO. 129-03-344 DATE: 1-8-91  
 SHEET: 1 OF 1  
 DRAWN: E.A.C.



**WEYERHAEUSER REAL ESTATE COMPANY**  
**LAND MANAGEMENT DIVISION**  
**NORTHWEST LANDING**  
 PARCEL EXHIBIT FOR CCR'S

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EXHIBIT "B"

Land Subject to Submission

That portion of Sections 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian, Pierce County, Washington more particularly described as follows:

Beginning at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 33;  
Thence East along the North line of said subdivision to the Northeast corner of said subdivision;  
Thence South along the East line of said subdivision to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 33;  
Thence East along the South line of said subdivision to the Southeast corner of said subdivision;  
Thence North along the East line of said subdivision to the Southwest corner of the Southwest 1/4, of the Northwest 1/4 of Section 34;  
Thence East along the South line of said subdivision to the Southeast corner of said subdivision;  
Thence North along the centerline of the Northwest 1/4 of said Section 34, to the North line of said Section 34;  
Thence East along said North line to the Northwest corner of the Northeast 1/4 of said Section 34;  
Thence South along the West line of said subdivision to the East-West centerline of the Northeast 1/4 of said Section 34 and the Northwest 1/4 of Section 35;  
Thence East along said centerline to a point lying 3423.43 feet more or less perpendicular to the East line of said Section 35;  
Thence South at a right angle to said centerline to the Northerly margin of the Burlington Northern Rail Road Right-of-Way;  
Thence Northeasterly along said Northerly margin to a point 1149.76 feet Westerly of Fort Lewis Monument #269, said monument marks the intersection of said Northerly margin of the Burlington Northern Right-of-Way and the East line of said Section 35;  
Thence North 18°21'35" West, 80 feet;  
Thence North 77°38'25" East, 1424.97 feet to an existing concrete monument with a brass cap marking the Southwest corner of a tract of land conveyed to the City of Dupont by deed, dated March 31, 1988, recorded under Pierce County Auditor Fee Number 702783, (said monument being located South 18°17'35" East, 657.82 feet from Fort Lewis Monument #270);  
Thence Northwesterly to said Fort Lewis Monument #270, said monument being the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 35;  
Thence continuing Northwesterly North 20°07'10" West, 1028.66 feet to a point on a curve to the right, the center of which bears North 01°25'30" West, 892.44 feet through a central angle of 43°03'14", an arc distance of 670.61 feet to a point of tangency of said curve being 300 feet Southerly and parallel with the Southerly Right-of-Way line of Barksdale Avenue;  
Thence North 48°22'16" West 452.09 feet;  
Thence North 34°40'15" East 992.63 feet;  
Thence North 32°53'36" East 349.18 feet;  
Thence North 80°12'09" East 314.64 feet;  
Thence North 59°26'50" East 473.55 feet to a point 650 feet Northerly at a right angle to the Northerly Right-of-Way line of Dupont Avenue;  
Thence South 55°22'38" East, and parallel with said Right-of-Way, 883.69 feet;  
Thence South 02°07'00" East, 46.84 feet;  
Thence South 23°03'14" East, 84.29 feet;  
Thence South 16°10'01" East, 158.61 feet;  
Thence South 49°50'55" East, 59.62 feet;  
Thence South 53°09'05" East, 108.86 feet;  
Thence South 73°51'56" East, 136.16 feet;  
Thence South 53°36'41" East, 126.60 feet;  
Thence South 65°38'28" East, 145.71 feet;  
Thence South 49°37'45" East, 99.24 feet;

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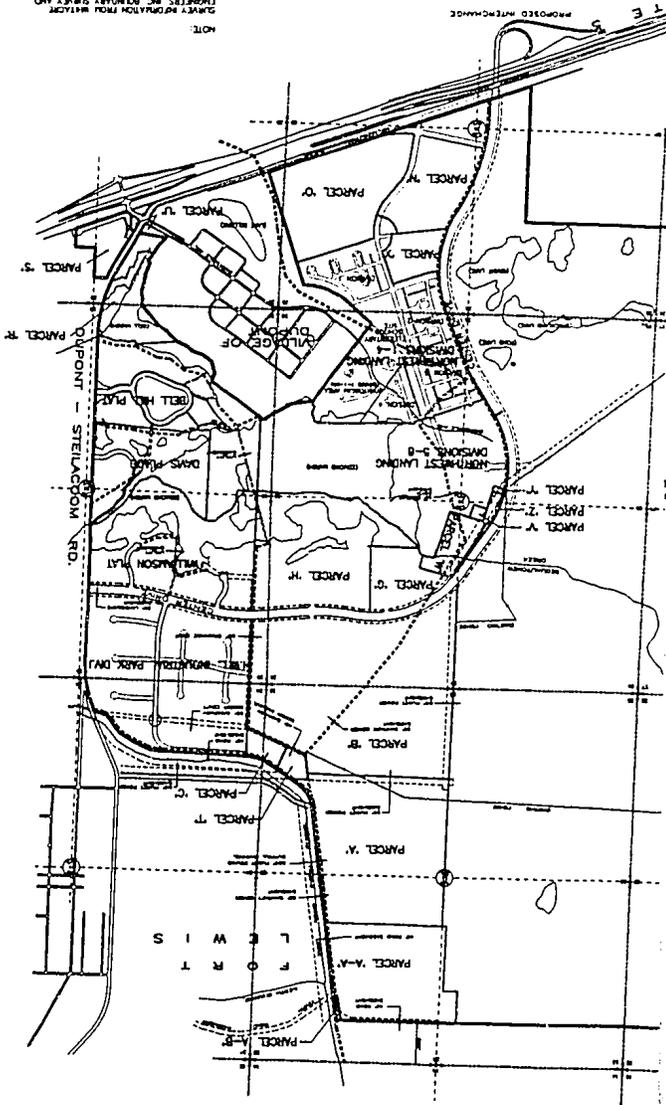
Exhibit "B" - continued

Thence South 43°10'23" East, 83.79 feet;  
Thence South 51°32'44" East, 138.48 feet;  
Thence South 41°44'40" East, 402.16 feet;  
Thence South 09°00'19" West 83.70 feet;  
Thence South 12°15'50" East, 109.27 feet;  
Thence South 16°39'55" West, 97.46 feet;  
Thence South 06°16'49" West, 148.69 feet;  
Thence South 18°26'47" West, 177.79 feet;  
Thence South 52°43'29" East, 39.71 feet;  
Thence South 35°42'28" West 300.72 feet more or less, to the Northeasterly corner of Block "L" of the Replat of the Village of Dupont as recorded with the Pierce County Auditor's Office, in Volume 15 page 66 of the Book of Plats;  
Thence South 35°40'36" West, 120.9 feet;  
Thence Southeasterly along the Southerly line of a 15 foot easement granted to Pierce County School District #7 (Now Steilacoom School District #1), to the Westerly Right-of-Way line of the Steilacoom Dupont County Road;  
Thence Northeasterly and Northerly, along said Westerly Right-of-Way line of the Steilacoom Dupont County Road to the Southerly easement line of the Puget Sound Channel as described in Pierce County Auditor Fee Number 1674527, Volume 1054, pages 309 through 312;  
Thence Westerly and Northerly along the Southerly and Westerly easement line of said Puget Sound Outfall Channel to the East-West centerline of the North 1/2 of the North 1/2 of Section 23 and Section 22;  
Thence West along said centerline to the Easterly margin of the Burlington Northern Rail Road Right-of-Way as described in deeds of record under Pierce County Auditor Fee Number 271946, 318560 and 39453;  
Thence Southwesterly along said Right-of-Way to the North-South centerline of Section 33;  
Thence South along said centerline of Section 33 to the East-West centerline of said section and the point of beginning.  
Also;  
Commencing at a concrete monument at the Northeast corner of the Northwest 1/4 of Section 36, Township 19 North, Range 01 East of the Willamette Meridian;  
Thence South along the North-South centerline of said Section 36, 377.3 feet to the point of beginning;  
Thence West to the Easterly Right-of-Way line of the Steilacoom Dupont County Road;  
Thence Southerly along said Easterly Right-of-Way line to a point said line intersects with the Northern margin of the Burlington Northern Rail Road Right-of-Way;  
Thence Northeasterly along said Northerly margin, North 69°58'30" East, 454.14 feet more or less to a point said line intersects the North-South centerline of said Section 36;  
Thence continuing North 69°58'30" East 309.76 feet to Fort Lewis Monument #268;  
Thence North 272.7 feet to Fort Lewis Monument #267;  
Thence West 290.9 feet more or less to Fort Lewis Monument #266, said monument being located 781.4 feet South of the Northeast corner of the Northwest 1/4 of said Section 36 on the North-South centerline of said section;  
Thence North along said centerline 404.1 feet to the point of beginning.

As graphically depicted on the attached Exhibit "B-B".

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NOTE:  
LAND INFORMATION PROVIDED BY Weyerhaeuser  
ENGINEERS, INC. BOUNDARY SURVEY AND  
ELEVATION PROVIDED BY METROLOGER  
AND DOES NOT REPRESENT FIELD SURVEY  
BY ESM INC. CONTAIN INFORMATION IS FROM  
AERIAL, SURVEY AND IS SHOWN FOR REFERENCE  
PURPOSES ONLY.



This map is intended as a  
graphic representation only.

DRAWING: CCR-517



**ESM Inc.**

34004 NINTH AVENUE SO., BLDG. A  
FEDERAL WAY, WASHINGTON 98003  
PHONE: (206) 838-0113

JOB NO. 127-00-944  
DRAWN: B.A.C.

DATE: 4-20-92  
SHEET 1 OF 1



**WEYERHAEUSER REAL ESTATE COMPANY**  
LAND MANAGEMENT DIVISION

**NORTHWEST LANDING**

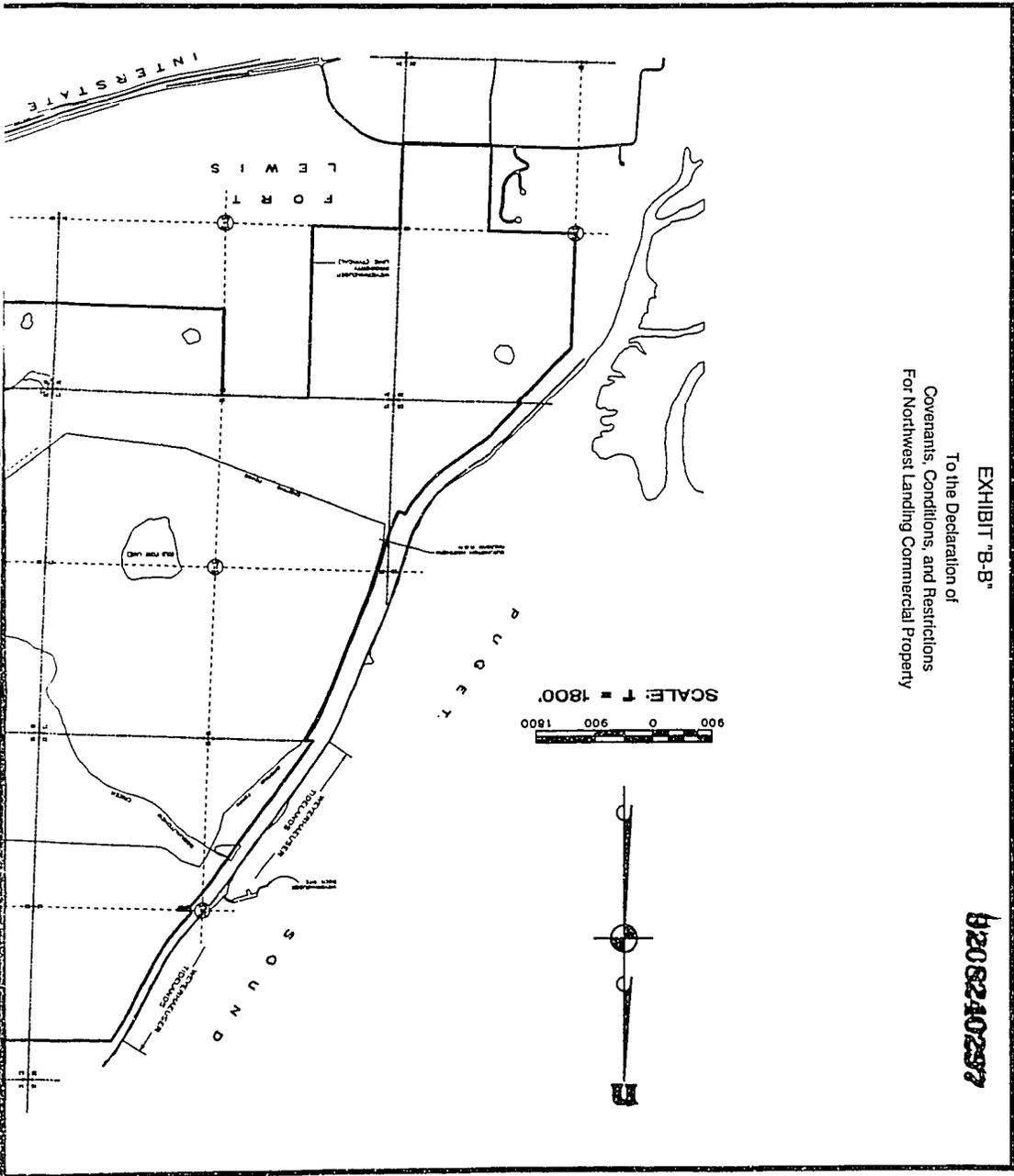
OVERALL SITE EXHIBIT

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EXHIBIT "B-B"  
To the Declaration of  
Covenants, Conditions, and Restrictions  
For Northwest Landing Commercial Property

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EXHIBIT "C"

Formula for Assessments and Voting Rights

1. General. Each Unit shall have the right to cast votes and the obligation to pay assessments based on the number of points ("Assessment and Voting Points") assigned to that Unit in accordance with the following provisions.

(a) Land Points. Each Unit shall be assigned one point for each 10,000 square feet of land (rounded to the nearest 1,000 square feet) comprising the Unit ("Land Points").

(b) Building Points. Each Unit shall be assigned three points for each 10,000 square feet of gross floor area within the Improvements, as defined below, comprising the Unit (rounded to the nearest 1,000 square feet) ("Building Points"). "Improvements" mean enclosed structures intended for commercial use and occupancy as permitted by these restrictions and for which an initial certificate of occupancy has been issued or which is substantially complete as determined by the general contractor, whichever is earlier.

(c) Benefit Factor. The total Land Points and Building Points for each Unit shall then be multiplied by a benefit factor to calculate the total Assessment and Voting Points as follows:

<u>Land Use Classification</u>	<u>Factor</u>
Retail	2.0
Apartment	0.5
Industrial	0.5
Office	1.0
Other/Unimproved	1.0

Unless a Unit is specifically restricted to one of the above Land Use Classifications in a Supplemental Declaration or in the deed conveying the Unit, the Declarant, for so long as the Declarant owns any property described in Exhibit "A" or "B" to the Declaration for development or sale as part of the Commercial Properties, and thereafter the Board of Directors, shall determine in its sole discretion the Land Use Classification for each Unit.

(d) Example. A 100,000 square foot unimproved Unit shall be assigned ten Land Points (which would also equal the Assessment and Voting Points for that Unit). The same Unit improved with a 50,000 square foot retail building shall be assigned 15 Building Points for a total of 25 Land Points and Building Points (10 Land Points plus 15 Building Points). This Unit would then have 50 Assessment and Voting Points (25 Land Points and Building Points multiplied by the factor for retail space -- 2).

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2. Assessments. The decimal share of the total assessment to be levied on a particular Unit shall be computed by dividing the Assessment and Voting Points assigned to that Unit by the total Assessment and Voting Points for all Units subject to the particular assessment. The Board of Directors shall establish an annual cut-off date for computing point totals for all Units. The decimal share of the total assessment for the Unit and the votes attributable to the Unit (including a summary of the computations) shall be sent to each Owner with the annual notice of assessment.

3. Voting. Each Member of the Commercial Association shall be entitled to one vote for each Assessment and Voting Point assigned to the Unit under the formula set forth above.

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EXHIBIT "D"

BY-LAWS  
OF  
NORTHWEST LANDING COMMERCIAL OWNERS ASSOCIATION

HYATT & RHOADS, P.C.

Attorneys

1200 Peachtree Center, South Tower  
225 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
(404) 659-6600

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BY-LAWS  
OF  
NORTHWEST LANDING COMMERCIAL OWNERS ASSOCIATION

ARTICLE I: NAME, PRINCIPAL OFFICE, AND DEFINITIONS.

1.1. Name. The name of the Association shall be Northwest Landing Commercial Owners Association (hereinafter the "Commercial Association").

1.2. Principal Office. The principal office of the Commercial Association shall be in the State of Washington. The Commercial Association may have such other offices as the Board may determine or as the affairs of the Commercial Association may require.

1.3. Definitions. Capitalized terms used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Northwest Landing Commercial Property (said Declaration, as amended is hereinafter called the "Declaration"), unless the context shall otherwise require.

ARTICLE II: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES.

2.1. Membership. The Commercial Association shall have two classes of membership, Class "A" and Class "B", as set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

2.2. Place of Meetings. Meetings of the Commercial Association shall be held at the principal office of the Commercial Association or at such other suitable place convenient to the Members as designated by the Board.

2.3. Annual Meetings. The first meeting of the Commercial Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Commercial Association. Subsequent regular annual meetings shall be held at least 90 but not more than 120 days after the close of the Commercial Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings and shall call a special meeting if so directed by Board resolution or upon a petition signed by Members holding at least ten percent of the total Class "A" votes of the Commercial Association.

2.5. Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally (including public courier service), by telecopier or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than 50 days before the date of such meeting, by or at the direction of the director, officer or other person calling the meeting.

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In the case of a special meeting or when required by law or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed delivered when deposited with the U.S. Postal Service addressed to the Member at the address of the Member as it appears on the records of the Commercial Association, with postage thereon prepaid.

2.6. Waiver of Notice. Waiver of meeting notice shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at any meeting by a Member in person or by proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Commercial Association cannot be held because a quorum is not present, a majority of the Members present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8. Voting. The voting rights of the Members are set forth in the Articles and Declaration, and such voting rights provisions are specifically incorporated herein. Voting for the election of directors by the Members may be by ballots mailed to the Members. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. The Board may include on ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent allowed by law.

2.9. Proxies. At all meetings of the Members, Members may vote in person or by proxy. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or telecopy to any Board member or the property manager. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than 11 months after its execution

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unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Unit.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than 50% of the total number.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Members representing a majority of the total vote of the Commercial Association shall constitute a quorum at all meetings of the Commercial Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Commercial Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13. Telephonic Participation. One or more Members may participate in and vote during any regular or special meeting of the Members by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Members so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Members.

ARTICLE III: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS.

A. Composition and Selection.

3.1. Governing Body: Composition. The affairs of the Commercial Association shall be governed by a Board of Directors. Directors need not be Members of the Commercial Association.

3.2. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- (a) when 2,800 acres have been submitted to the terms and provisions of the Declaration and have been conveyed to Persons other than Declarant or affiliates of Declarant;
- (b) December 31, 2041; or
- (c) when, in its discretion, the Class "B" Member so determines.

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3.3. Number of Directors. The number of directors in the Commercial Association shall be not less than three nor more than nine, as provided in Section 3.5 and as set by Board resolution. The initial Board shall consist of three members as identified in the Articles.

3.4. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may be made by a Nominating Committee. The Nominating Committee, if established, shall consist of a Chairman, who shall be a member of the Board, and three or more Members of the Commercial Association, who shall be appointed by the Board not less than 30 days after the election of directors by the Members to serve a term of one year or until their successors are appointed. Such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Members, and for the directors to be elected by and from the Owners of Units within each District. Nominations shall also be permitted from the floor if elections are held at a meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 30 days after Class "A" Members own 500 acres subject to the Declaration or whenever the Class "B" Member earlier determines, the Commercial Association shall hold an election at which Class "A" Members shall elect one of the three directors, who shall be an at-large director and shall serve a term of two years or until the happening of the event described in Section 3.5(b), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.5(b), a successor shall be elected for a like term. The remaining two directors shall be appointees of the Class "B" Member.

(b) Within 30 days after Class "A" Members own one thousand (1,000) acres subject to the Declaration or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The Commercial Association shall hold an election at which Class "A" Members shall elect two of the five directors, who shall serve as at-large directors and shall serve for a term of two years or until the happening of the event described in Section 3.5(c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Section 3.5(c) below, successors shall be elected for a like term. The remaining three directors shall be appointees of the Class "B" Member.

(c) Within 30 days after termination of the Class "B" Control Period, the Commercial Association shall hold an election at which Class "A" Members shall elect three of the five directors, who shall serve as at-large directors and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within 30 days after termination of the Class "B" Control Period directors

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shall be elected in accordance with Section 3.5(d) below. The remaining two directors shall be appointees of the Class "B" Member.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period or in an election by mail held prior to such meeting, the directors shall be selected as follows: directors shall be elected by Class "A" Members, with one director elected from each District and any remaining directorships filled at large by the vote of all Class "A" Members. At least one-half of directors shall be elected for a term of two years and the remaining directors shall be elected for a term of one year as such directors determine among themselves. At the expiration of the term of office of each member of the Board, a successor from the District represented by the director whose term is expiring shall be elected to serve for a term of two years.

The number of directors making up the Board shall be increased as necessary to provide one seat on the Board for each District; provided, however, there shall always be an odd number of directors making up the Board and in no event shall the Board be increased to more than nine directorships. In the event that more than nine Districts exist in the Commercial Properties, the Board shall consolidate one or more Districts as it deems necessary for the purpose of electing directors.

Each Member shall be entitled to cast, with respect to each vacancy to be filled from each slate on which such Member is entitled to vote, the total number of votes to which such Member is entitled under the Declaration. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Commercial Association and take office or their sooner death, resignation or removal from office. Directors may be elected to serve any number of consecutive terms.

3.6. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members holding 67% of the votes entitled to be cast for the election of such director, but shall not be subject to removal by the Class "B" member acting alone. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three consecutive unexcused absences from Board meetings or who (including the corporation or other entity qualifying the director for membership on the Board) is delinquent in the payment of any assessment or other charge due the Commercial Association for more than 30 days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of an elected director, a vacancy may be declared by the Board,

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and it may appoint a successor from the District represented by the director who vacated the position who shall serve for the remainder of the term of such director.

B. Meetings.

3.7. Organizational Meetings. The Board shall hold its first meeting within ten days after each annual membership meeting.

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined from time to time by Board resolution, but at least one such meeting shall be held during each quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of the regular schedule shall constitute notice of such meetings.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Commercial Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any business to be considered. Notice shall be given to each director by one of the following methods: (a) personal delivery, including, commercial courier services; (b) first class mail, postage prepaid; or (c) telephone communication, including telecopy, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Commercial Association. Notices sent by first class mail shall be deposited into a U.S. Postal Service mailbox at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 72 hours before the time set for the meeting.

3.10. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting prior to its commencement about the lack of adequate notice.

3.11. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is

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approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation. No director shall receive any compensation from the Commercial Association for acting as such; provided, this Section 3.12 shall not prevent any director from being reimbursed for expenses authorized by the Board to be incurred on behalf of the Commercial Association. Nothing herein shall prohibit the Commercial Association from compensating a director, or any entity affiliated with a director, for services or supplies furnished to the Commercial Association in a capacity other than as a director pursuant to a contract or agreement with the Commercial Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.13. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording therein all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings. All Board meetings shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission for the Member to speak is requested by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.15. Action Without a Formal Meeting. Any action to be taken or that may be taken at a Board meeting may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all directors, and such consent shall have the same force and effect as a unanimous vote.

3.16. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.17. Powers. The Board shall be responsible for the affairs of the Commercial Association and shall have all of the powers and duties necessary

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for the administration of the Commercial Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

In addition to the duties otherwise imposed, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparation and adoption, in accordance with applicable provisions of the Declaration, of budgets in which the contribution of each Owner to the expenses of the Commercial Association shall be established;
- (b) making assessments to defray the expenses of the Commercial Association, establishing the means and methods of collecting such assessments, and establishing the period of any installment payments of assessments;
- (c) providing for the operation, care, upkeep, and maintenance of property as provided in the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operations of the Commercial Association, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in performing their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Commercial Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules;
- (g) opening of bank accounts on behalf of the Commercial Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, improvements or alterations as provided in the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules of the Commercial Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Commercial Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Commercial Association or its Members and not chargeable directly to specific Owners;

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(l) keeping books with detailed accounts of the receipts and expenditures affecting the Commercial Association and its administration, specifying the maintenance, repair, and other expenses incurred;

(m) cooperating with the Northwest Landing Residential Owners Association in carrying out its purposes and responsibilities under the Residential Declaration; and

(n) performing the duties imposed upon the Commercial Association by the Covenant to Share Costs.

3.18. Management. The Board may employ for the Commercial Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Commercial Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Commercial Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Commercial Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Commercial Association shall be disclosed promptly to the Board; and

(f) annual financial statements, prepared in accordance with generally accepted accounting principles, shall, not less than 120 days after the close of each fiscal year and prior to the annual meeting, be distributed to all Members. The Board may, but is not required to, have the financial statement of the Commercial Association audited by an independent certified public accountant; provided, however, the Members, by resolution adopted at the annual meeting, may require that the financial statements be so audited as a Common Expense of the Commercial Association.

3.20. Borrowing. The Commercial Association, acting through the Board, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members. The Board shall also have the power to borrow money

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for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities or the total amount of borrowing exceeds or would exceed ten percent of the budgeted gross expenses of the Commercial Association for that fiscal year.

3.21. Rights of the Commercial Association. In accordance with the Articles and the Declaration, the Commercial Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Commercial Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, both within and without the Commercial Properties.

The Commercial Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than 90 days notice to the other party.

3.22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote for violation of any duty imposed under the Declaration, these By-Laws, or any duly adopted rules; provided, however, nothing herein shall authorize the Commercial Association to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant with notice to the Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Commercial Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of

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delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or the Covenants Committee may, but shall not be obligated to, waive any proposed sanction if the violation is cured within the ten day period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Commercial Association within 30 days after the hearing date before the Covenants Committee.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Commercial Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules of the Commercial Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs thereof, including reasonable attorney's fees actually incurred.

#### ARTICLE IV: OFFICERS.

4.1. Officers. The officers of the Commercial Association shall be a President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election, Term of Office, and Vacancies. The officers of the Commercial Association shall be elected annually by the Board at the first Board meeting following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3. Removal. Any officer may be removed by the Board with or without cause.

4.4. Powers and Duties. The officers of the Commercial Association shall have such powers and duties as generally pertain to their respective offices under applicable law, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board.

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4.5. President. The President shall be the chief executive officer of the Commercial Association and shall preside at all meetings of the Commercial Association and of the Board.

4.6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all meetings of the Commercial Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Washington law.

4.8. Treasurer. The Treasurer shall have the responsibility for the Commercial Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Commercial Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### ARTICLE V: COMMITTEES.

5.1. General. Committees are hereby authorized to perform such tasks as may be delegated to a committee under Washington law and to serve for such periods as may be designated by Board resolution. Each committee shall operate under the terms of the Board resolution designating the committee and the rules adopted by the Board governing such committee.

5.2. Covenants Committee. In addition to any other committees which may be established by the Board, the Board may appoint a Covenants Committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Commercial Association and shall conduct all hearings held pursuant to Section 3.22.

5.3. District Committees. In addition to any other committees which may be established by the Board, there shall be a District Committee for each District which has no formal organizational structure or association. Each District Committee shall consist of three members; provided, however, by a majority vote of the Owners within the District this number may be increased to five.

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The nominees for each District Committee shall be elected annually by the vote of Owners of Units within that District. The first election shall be called by the Board of the Commercial Association not later than 60 days after conveyance of a majority of the Units in the District to Owners other than Declarant. Election of a District Committee may be held by mail-in ballot sent out by the Board for the initial election and after the initial election by the District Committee. Each Owner shall have the number of votes assigned to such Owner's Unit(s) in the Declaration. Committee members nominated in such fashion shall be appointed by the Board for a term of one year and until their successors are elected.

It shall be the District Committee's responsibility to determine the nature and extent of services, if any, to be provided to the District by the Commercial Association in addition to those which the Commercial Association is obligated to provide pursuant to the Declaration or any applicable Supplemental Declaration; provided, however, such special services requested by the District shall have the approval of Owners holding at least a majority of the total votes in the District. A District Committee may advise the Board on any other issue, but shall not have the authority to bind the Board.

The Owners of Units holding at least a majority of the total votes of Units in the District shall constitute a quorum at any District meeting. In the conduct of its duties and responsibilities, each District Committee shall abide by the procedures and requirements applicable to the Board set forth in Sections 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16; provided, however, the term "Member" shall refer to the Owners of Units within the District. Each District Committee shall elect a chairperson from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board.

5.4. Management Committee. The Board may establish a committee consisting of one or more of its members with the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

ARTICLE VI: MISCELLANEOUS.

6.1. Fiscal Year. The fiscal year of the Commercial Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Commercial Association proceedings when not in conflict with Washington law, the Articles, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of Washington law, the Articles, the Declaration, and these By-Laws, the provisions of Washington law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

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6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles, any amendments to the foregoing, the rules of the Commercial Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Commercial Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to an interest in the Unit at the office of the Commercial Association or at such other place within the Commercial Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Commercial Association and the physical properties owned or controlled by the Commercial Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Commercial Association in furtherance of such director's duties as a director.

6.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if deposited with the U.S. Postal Service, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Commercial Association, the Board, or the managing agent, at the principal office of the Commercial Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) So long as Declarant has the right to appoint a majority of the Board, the Board may unilaterally amend these By-Laws for any purpose. So long as it still owns property described in Exhibits "A" or "B" of the

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Declaration for development as part of the Commercial Properties, Declarant may (a) veto any amendment proposed by the Board; and (b) unilaterally amend these By-Laws for any purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner and does not adversely affect the title to any Unit.

(b) Except as otherwise specifically provided herein, these By-Laws may be amended only upon resolution duly adopted by the Board and approved by the affirmative vote of Members holding a majority of the total Class "A" votes in the Commercial Association, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Any amendment to these By-Laws to be effective must be recorded in the public records of Pierce County, Washington.

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CERTIFICATION

I hereby certify:

That I am the duly elected and acting Secretary of Northwest Landing Commercial Owners Association, a Washington Corporation;

That the foregoing By-Laws constitute the By-Laws of said Commercial Association, as duly adopted at a meeting of the Board of Directors thereof held on the 20th day of August, 1992.

This 20th day of August, 1992.

*JJ Mc Clement*  
Secretary

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EXHIBIT "E"

DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS  
FOR  
NORTHWEST LANDING

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*Exhibit*  
**DECLARATION OF EASEMENTS AND  
COVENANT TO SHARE COSTS  
FOR NORTHWEST LANDING**

THIS DECLARATION is made this 20th day of August, 1992, by WEYERHAEUSER REAL ESTATE COMPANY, Land Management Division (hereinafter referred to as "Declarant").

**BACKGROUND STATEMENT**

Declarant is the owner (or if not the owner, Declarant has the consent of the owner(s) to subject such property to this Declaration) of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, recorded or to be recorded in the Records of Pierce County, Washington (as amended the "Commercial Declaration"; all property subject to the Commercial Declaration is referred to as the "Commercial Property"). Declarant is also the owner (or if not the owner, Declarant has the consent of the owner(s) to subject such property to this Declaration) of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property, recorded or to be recorded in the Records of Pierce County, Washington (as amended the "Residential Declaration"; all property subject to the Residential Declaration is referred to as the "Residential Property").

Declarant desires to provide for maintenance of certain property benefitting the Residential Property and the Commercial Property, for the sharing of costs benefitting the owners of such property and for an allocation of such costs between the members of the Northwest Landing Residential Owners Association ("Residential Association") and the Northwest Landing Commercial Owners Association ("Commercial Association"). Declarant also desires to provide an easement for access by the Commercial Association over and through the Residential Property to the extent necessary to perform its maintenance responsibilities hereunder.

NOW, THEREFORE, Declarant hereby declares that the Commercial Property, the Residential Property and the property submitted to the terms of this Declaration in accordance with Section 4.3 (collectively the "Properties"), shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which shall run with the title to the Properties and shall bind all parties having any right, title, or interest in the Properties, their heirs, successors, and assigns, and shall inure to the benefit of the Commercial Association, the Residential Association and each owner of the Properties.

**ARTICLE I: EASEMENT**

Subject to the provisions of this Declaration, Declarant hereby and by recording the Residential Declaration and the recording of any document adding property to the Residential Declaration, grants and conveys to the

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Commercial Association an easement appurtenant to the Commercial Property over the Residential Property for the purpose of maintaining, repairing and replacing the Maintenance Property (as defined below) in accordance with this Declaration.

THE CONTINUED EXISTENCE OF THIS EASEMENT IS EXPRESSLY MADE SUBJECT TO THE CONDITIONS AND RESTRICTIONS CONTAINED HEREIN WHICH SHALL CONSTITUTE COVENANTS RUNNING WITH THE TITLE TO, AND BOTH BENEFITTING AND BURDENING, THE COMMERCIAL PROPERTY AND THE RESIDENTIAL PROPERTY.

**ARTICLE 11: JOINT MAINTENANCE AND BUDGET**

2.1. Maintenance Property. The term "Maintenance Property" means that property more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference. The Maintenance Property is also part of the Area of Common Responsibility under the Commercial Declaration and/or the Residential Declaration.

2.2. Joint Budget. The term "Joint Budget Items" means the expenses associated with maintenance of the Maintenance Property and all other expenses of the associations benefitting both the Residential Property and the Commercial Property as reasonably determined by the Commercial Association's Board.

2.3. Commercial Association Responsibility.

(a) Joint Budget Items. The Commercial Association shall contract for and obtain the services contemplated by the Joint Budget Items and shall have responsibility for the payment of the costs of such items.

(b) Maintenance. The Commercial Association shall maintain, repair, replace, and keep the Maintenance Property in a neat and attractive condition consistent with the Community-Wide Standard established pursuant to the Commercial Declaration.

In the event that all or any part of the Commercial Association's responsibilities under this Section are assumed by any local, state or federal government entity, the Commercial Association shall be relieved of such responsibility to the extent so assumed. The Commercial Association may provide additional or a higher level of maintenance to any affected portion of the Maintenance Property if the Commercial Association's Board determines that such additional maintenance is desirable to maintain the Community-Wide Standard under the Commercial Declaration.

2.4. Insurance. The Commercial Association shall keep in force property and public liability insurance on the Maintenance Property in accordance with the standards for insurance established in the Commercial Declaration. Such insurance shall name the Residential Association as additional insured.

2.5. Right to Request Higher Level of Maintenance. The Residential Association may request at any time that the Commercial Association provide a

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higher level of maintenance as to some or all of the Maintenance Property than that required hereunder and the Commercial Association shall provide such additional maintenance. The Residential Association shall pay all costs resulting from the increase in the level of maintenance.

**ARTICLE III: OBLIGATION TO SHARE COSTS**

3.1. Responsibility for Assessments. The Residential Association shall pay to the Commercial Association an annual assessment to cover a portion of the costs, including insurance, incurred by the Commercial Association in performing its obligations under Article II of this Declaration. The obligation to pay this assessment shall be mandatory, whether or not the Residential Association agrees with or is satisfied with the manner and extent of performance by the Commercial Association.

3.2. Computation of Assessments. On an annual basis, the Commercial Association shall determine an estimated budget for performing its obligations under this Declaration during the upcoming year, including an appropriate amount to be placed in a reserve fund for capital repairs and replacements. The budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. Each party's annual assessment shall be a pro rata amount of the annual budget as determined by the following formula:

Total Acreage of Commercial Property  
(Commercial Property Acreage +  
Residential Property Acreage) x Budget = Commercial  
Assessment

Total Acreage of Residential Property  
(Commercial Property Acreage +  
Residential Property Acreage) x Budget = Residential  
Assessment

For purposes of this formula, the total acreage of the Residential Property and the Commercial Property shall be determined annually as of the date that the budget is adopted.

3.3. Payment of Assessments. Within 30 days of receipt of notice of an annual assessment, the Residential Association shall pay to the Commercial Association the entire amount due, unless the Commercial Association's Board provides for the payment to be made in installments. Any assessment delinquent for a period of more than 30 days may incur a reasonable late charge in an amount determined by the Commercial Association's Board plus interest (at a rate equal to the lesser of 18% per annum or the maximum lawful rate) on the principal amount plus all costs of collection, including, but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after 90 days, the Commercial Association may institute suit to collect such amounts. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

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3.4. Recordkeeping. The Commercial Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The books and records and related financial statements shall be made available for inspection and copying upon request by the Residential Association during normal business hours. Copying charges shall be paid by the Residential Association when requesting copies. If the Residential Association desires to have the records audited, it may do so at the expense of the Residential Association, and the Commercial Association shall cooperate by making available to the auditors the records, including all supporting materials (e.g. check copies, invoices, etc.), for the year in question.

If the amount of actual expenses for the year is disputed after audit, the Residential Association and the Commercial Association shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by five percent or more, the Commercial Association shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by two percent or less, then the Residential Association shall pay the entire cost of the second auditor. Otherwise, the cost of the second auditor shall be shared equally by the Commercial Association and the Residential Association. Variances shall be taken into account in the following year's budget as provided above.

#### ARTICLE IV: GENERAL

4.1. Notice. Any notice shall be served personally (including delivery by commercial courier service) or shall be mailed by registered or certified mail to the president or secretary of the Residential Association or the Commercial Association. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery (including commercial courier service); or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

4.2. Enforcement. The obligations created hereunder may be enforced by the Declarant, the Commercial Association, the Residential Association and any owner of any portion of the Properties by any means available at law or in equity.

#### 4.3. Amendment.

(a) By Declarant. The Declarant may amend this Declaration unilaterally at any time for the purpose of designating additional property as Maintenance Property or designating certain expenses as Joint Budget Items or deleting any property or Joint Budget Items previously included by filing an amendment to this Declaration in the public records of Pierce County, Washington. The Declarant may also unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to: (i) bring any provision hereof into compliance with any applicable governmental statute or

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regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Commercial Property or Residential Property; or (iii) enable any institution or government lender to make, purchase, insure or guarantee mortgage loans on any portion of the Commercial Property or the Residential Property; provided, however, any such amendment shall not adversely affect the title to any property unless the owner consents in writing. Further, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided therein, Declarant may unilaterally amend this Declaration for any other purpose, so long as such amendment does not materially adversely affect the substantive rights of any owner of any portion of the Properties, nor adversely affect title to any portion of the Properties without the consent of the affected owner.

(b) By Owners. In addition to the above, this Declaration may be amended upon (i) the approval of owners holding a majority of the total votes in the Commercial Association, (ii) the approval of owners holding a majority of the total votes in the Residential Association and (iii), so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of the Declarant. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

(c) Validity of Amendments. Amendments to this Declaration shall become effective when recorded in the public records of Pierce County, Washington, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

4.4. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent allowed by law.

4.5. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of every owner of any portion of the Properties.

4.6. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Washington.

4.7. Waiver. No failure of the Residential Association or the Commercial Association to exercise any power under this Declaration or insist upon strict compliance with this Declaration and no custom or practice at variance with the terms of this Declaration shall constitute a waiver of the right to demand exact compliance with the terms of this Declaration.

4.8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of

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the last survivor of the now living descendants of Elizabeth II, Queen of England.

4.9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

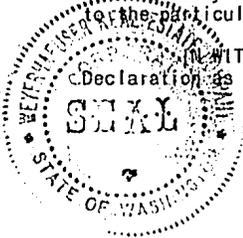
4.10. Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

4.11. Captions. The captions of each Article and Section are inserted only for convenience and do not define, limit, extend, modify or add to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

WEYERHAEUSER REAL ESTATE COMPANY, Land Management Division

By: Robert L. Shedd  
Robert L. Shedd, Vice President

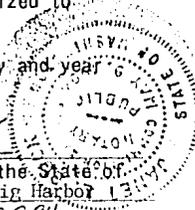


STATE OF WASHINGTON  
COUNTY OF KING

On this 20th day of August, 1992 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Shedd to me 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 he is authorized to execute the said instrument.

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

Janet L. Buck  
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor, WA  
My Appointment Expires: 5-9-94



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Exhibit "1"  
MAINTENANCE PROPERTY

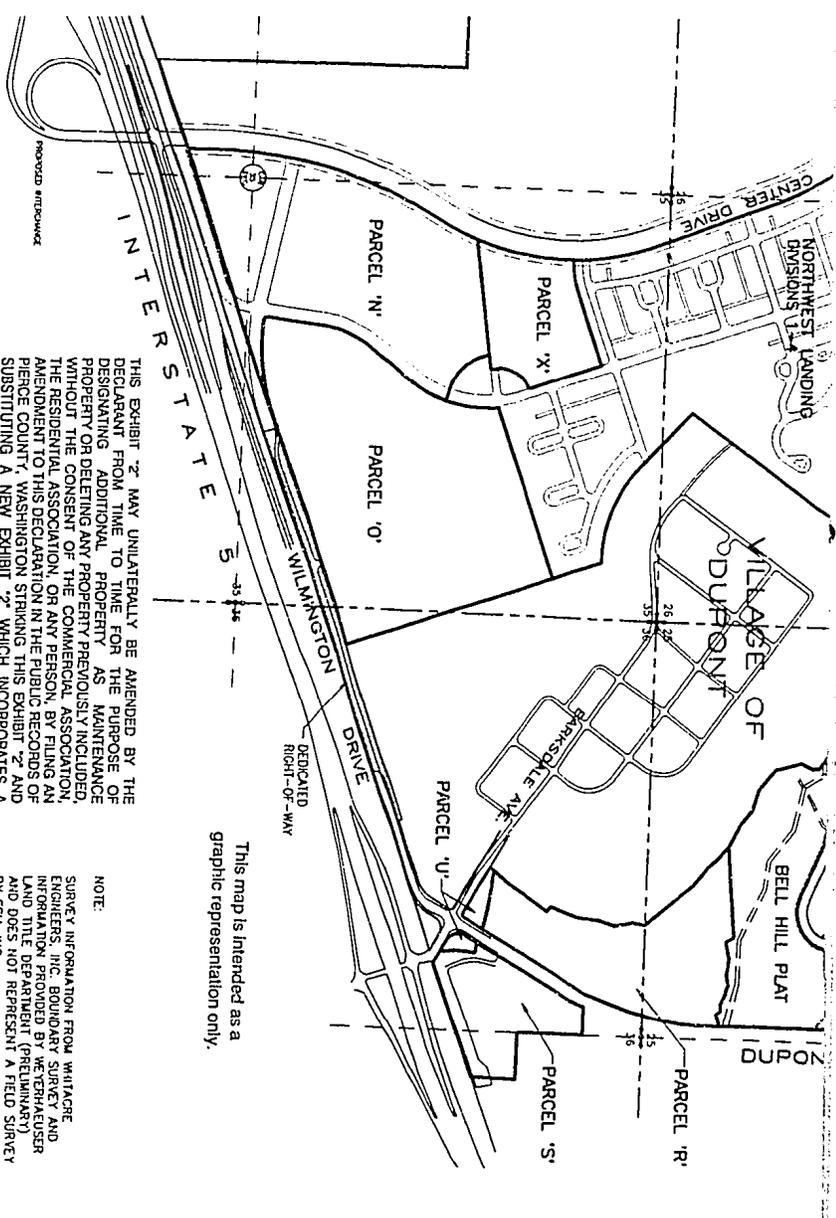
The following property shall be included in the Maintenance Property (all parcel references are to the numbered parcels as shown on the attached Exhibit "2" which is incorporated herein by this reference and is intended to show general locations relative to surrounding parcels only):

1. Roads, landscaping along roads, trails and storm sewers. At present the roads include Center Drive, Wilmington Drive, International Place, Davis Place, Bell Hill Loop, Williamson Place, and Manchester Place (see map, Exhibit 2).
2. All costs of maintaining, repairing and replacing on-premise signs demarking Northwest Landing.

This Exhibit "1" may unilaterally be amended by the Declarant from time to time for the purpose of designating additional property as Maintenance Property or deleting any property previously included, without the consent of the Commercial Association, the Residential Association, or any person, by filing an amendment to this Declaration in the public records of Pierce County, Washington striking this Exhibit "1" and substituting a new Exhibit "1" which incorporates a revised description of the Maintenance Property.

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This map is intended as a graphic representation only.

THIS EXHIBIT "2" MAY UNILATERALLY BE AMENDED BY THE DECLARANT FROM TIME TO TIME FOR THE PURPOSE OF DESIGNATING ADDITIONAL PROPERTY AS MAINTENANCE PROPERTY OR DELETING ANY PROPERTY PREVIOUSLY INCLUDED, WITHOUT THE CONSENT OF THE COMMERCIAL ASSOCIATION, THE RESIDENTIAL ASSOCIATION, OR ANY PERSON, BY FILING AN AMENDMENT TO THIS DECLARATION IN THE PUBLIC RECORDS OF PIENGE COUNTY, WASHINGTON STRIKING THIS EXHIBIT "2" AND SUBSTITUTING A NEW EXHIBIT "2" WHICH INCORPORATES A REVISED MAP OF THE MAINTENANCE PROPERTY.

NOTE:  
 SURVEY INFORMATION FROM WHITACRE ROBERTS, INC. BOUNDARY SURVEY AND LAND TITLE DEPENDS ON (PRELIMINARY) AND DOES NOT REPRESENT A FIELD SURVEY BY ESM, INC.

**ESM Inc.**  
 10400 Easton Road, Suite 200, Everett, WA 98203  
 941 POWELL AVENUE S.W., SUITE 100  
 REDMOND, WASHINGTON 98053  
 PHONE: (206) 226-5828



**WEYERHAEUSER REAL ESTATE COMPANY**  
 LAND MANAGEMENT DIVISION  
**NORTHWEST LANDING**  
 MAINTENANCE AREA EXHIBIT FOR CCRS

DRAWING: 1230.VN.CCR-ET-11  
 JOB NO. 122-00-914  
 DATE: 12-17-91  
 SHEET 1 OF 2

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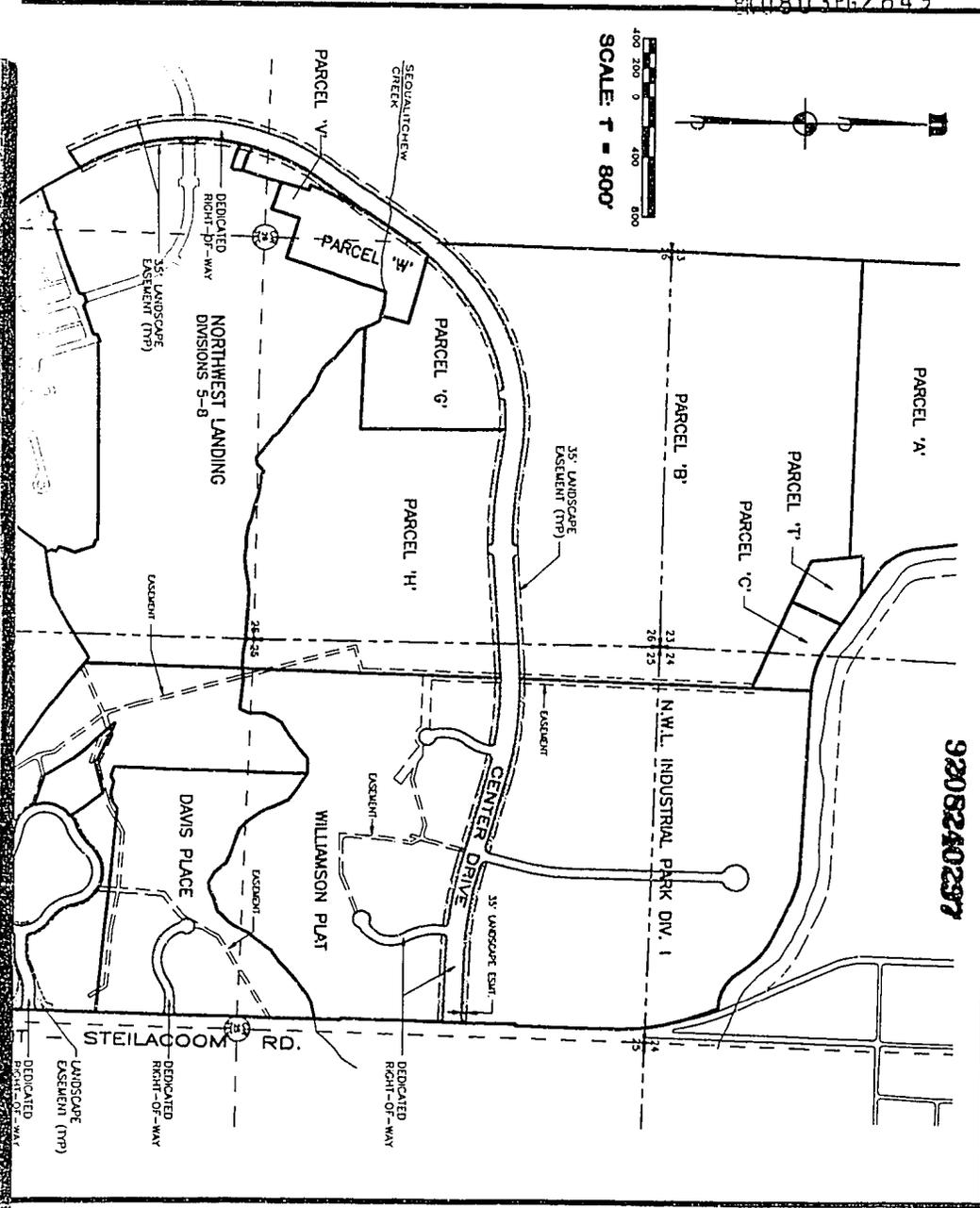
SCALE: 1" = 800'



EXHIBIT "2"  
Map of Maintenance Property

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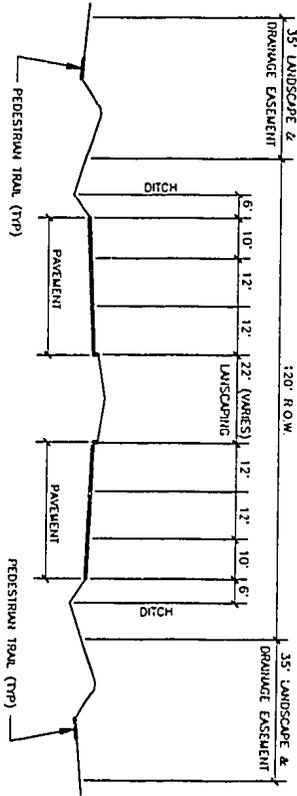
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BELL HILL PLACE ENTRY ROAD

NOT TO SCALE



CENTER DRIVE -- TYPICAL SECTION

NOT TO SCALE

THIS EXHIBIT "2" MAY UNILATERALLY BE AMENDED BY THE DECLARANT FROM TIME TO TIME FOR THE PURPOSE OF DESIGNATING ADDITIONAL PROPERTY AS MAINTENANCE PROPERTY OR DELETING ANY PROPERTY PREVIOUSLY INCLUDED, WITHOUT THE CONSENT OF THE COMMERCIAL ASSOCIATION, THE RESIDENTIAL ASSOCIATION, OR ANY PERSON, BY FILING AN AMENDMENT TO THIS DECLARATION IN THE PUBLIC RECORDS OF PIENGE COUNTY, WASHINGTON STRIKING THIS EXHIBIT "2" AND SUBSTITUTING A NEW EXHIBIT "2" WHICH INCORPORATES A REVISED MAP OF THE MAINTENANCE PROPERTY.



**ESM Inc.**

104 Easton, Lee Street, and North Howard Avenue  
 841 POWELL AVENUE S.W., SUITE 100  
 REDTOWN, WASHINGTON 98025  
 PHONE: (206) 228-5838

DATE: 12-17-91  
 SHEET 2 OF 2



Weyerhaeuser

**WEYERHAEUSER REAL ESTATE COMPANY**  
 LAND MANAGEMENT DIVISION  
**NORTHWEST LANDING**  
 MAINTENANCE AREA EXHIBIT FOR CCR'S

DEC 17 1991

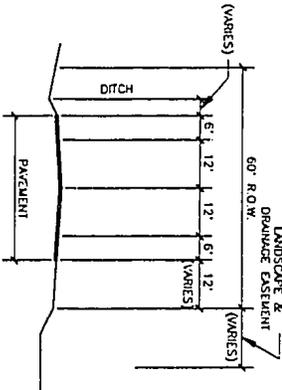
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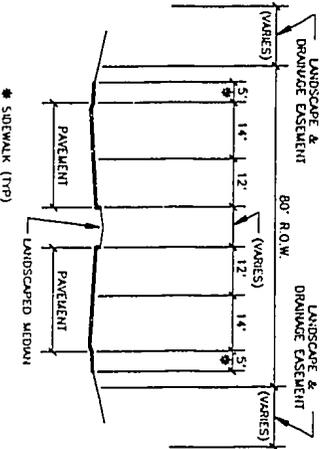
EXHIBIT "2"  
Map of Maintenance Property

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BELL HILL PLACE  
NOT TO SCALE



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Exhibit "3"  
JOINT BUDGET ITEMS

The following are Joint Budget Items under Article II § 2:

1. All amounts contributed to the City of DuPont by the Commercial Property Owners Association to be used for budgeted items such as public safety, fire, police, administration, etc.

This Exhibit "3" may unilaterally be amended by the Declarant from time to time for the purpose of modifying Joint Budget Items without the consent of the Commercial Association, the Residential Association, or any person, by filing an amendment to this Declaration in the public records of Pierce County, Washington striking this Exhibit "3" and substituting a new Exhibit "3" which incorporates a revised list of Joint Budget Items.

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EXHIBIT "F"

Rules Of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Parties are encouraged to select an arbitrator who has experience in the real estate industry and who is familiar with the arbitration of real estate related disputes. The Party Appointed Arbitrators shall, by unanimous agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, or if the Parties earlier agree, Claimant may notify the Washington chapter of The Community Associations Institute ("CAI"), which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall be experienced in the arbitration of real estate related disputes or knowledgeable of real estate issues as determined by the Washington Chapter of CAI. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Commercial Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

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8. There shall be no stenographic record of the proceedings.
9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.
10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.
11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.
12. There will be no posthearing briefs.
13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.
14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.
15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

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FILED AT THE REQUEST OF  
AND RETURN TO:WEYERHAEUSER COMPANY  
Box C  
Tacoma, WA 98477TRANS  
74-322  
MAY 13 1994

94 MAY 13 PM 2: 02

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASHMODIFICATION OF MINERAL RESERVATIONS

By deed dated December 15, 1988, recorded January 26, 1989 in Volume 527 at page 1178 under Auditor's File No. 8901260100 WEYERHAEUSER COMPANY, a Washington corporation (hereinafter "Weyerhaeuser"), as Grantor conveyed certain lands in Sections 24, 25, 26, 35 and 36, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation (hereinafter "WRECO"), as Grantee, reserving minerals in and under all said lands by specific reservation;

By deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329 Weyerhaeuser, as Grantor conveyed certain lands in Sections 23, 24, 25, 26, 35 and 36, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WRECO, as Grantee, reserving minerals in and under all said lands by specific reservation and reserving a royalty interest in any sales of sand and gravel in a portion of said lands by additional specific reservation;

By deed dated December 14, 1990, recorded December 9, 1991 in Volume 0730 at page 2906 under Auditor's File No. 9112090237 Weyerhaeuser, as Grantor conveyed certain lands in Sections 26, 27, 28, 33, 34 and 35, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WRECO, a Washington corporation, as Grantee, reserving minerals in and under all said lands by specific reservation and reserving a royalty interest in any sales of sand and gravel in a portion of said lands by additional specific reservation;

Weyerhaeuser has agreed to modify certain terms and provisions of said mineral and royalty reservations as to the lands described on EXHIBIT A, attached hereto and by this reference made a part hereof, in connection with the development of said lands by WRECO;

NOW THEREFORE, as to the lands described on said EXHIBIT A, Weyerhaeuser, for itself, its successors and assigns, hereby covenants with WRECO, its successors and assigns that all said mineral and royalty interest reservations contained in the above referenced deeds be and hereby are deleted in their entirety and that the following be and hereby is inserted and substituted therefor:

Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to take out and remove therefrom all such geothermal resources, metals, ores and minerals. Provided that Grantor, its successors and assigns, will not occupy or use the surface of said land and will not do any development, excavation or mining within a vertical depth of 500 feet. Grantor, its successors and assigns, shall, however, have the right to enter upon

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such land to conduct geophysical and geological surveys and other exploration. Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by Grantor, its successors and assigns, shall not be postponed or delayed so long as Grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor reserves for itself, its successors and assigns, a royalty interest in any rock, sand, gravel and aggregate which may be recovered or consumed by Grantee or persons claiming under or through Grantee (collectively referred to as the "Resource Owners"), from the lands herein conveyed, in the amount of twenty-five percent (25%) of the fair market value of such resources at the time of their extraction from the lands. "Fair Market value of such resources at the time of their extraction" means the value which a willing buyer would pay for the rock, sand gravel and aggregate in place, assuming that: (1) removals could and would commence immediately and continue until the resource was exhausted or no longer economic to extract, and (2) the buyer was prepared to extract the rock, sand, gravel and aggregate and process it into marketable forms. Where the Resource Owners have negotiated, on an arms length basis, a mining lease or similar agreement with an unrelated third party in the business of acquiring and extracting rock, sand, gravel and aggregate, and those parties have no other business dealings, the fair market value of the resource shall be presumed to equal the sum of all money (whether characterized as royalties, bonuses, rents, profit sharing, other payments) and other things of value received by the Resources Owners as compensation for removal of the rock, sand, gravel and aggregate, and Grantor or its successors or assigns shall be entitled to 25% of all such monies plus 25% of the value of all non-monetary things so received. Where the Resource Owners, or persons acting in concert with them, remove, rock, sand, gravel and aggregate for sale or further processing, the fair market value of the resources shall be the amount which an unrelated willing buyer would pay as compensation for them under the assumptions stated above. Evidence of such value may include: (1) amounts customarily paid to the owners of similar rock, sand, gravel and aggregate by those in the business of extracting and processing them, (2) the market value of products produced from similar rock, sand, gravel and aggregate less average costs of all elements of production other than compensation to the owner for the raw resource in place, and (3) the profits received and anticipated by the parties removing and processing the rock, sand, gravel and aggregate, after allowing for costs of removal and production and a reasonable rate of return on the capital employed to do so.

The Resource Owners covenant and agree to: (1) notify Grantor, or any successor or assigns of record, if they plan to remove or consume any rock, sand, gravel and aggregate from the lands conveyed herein, (2) keep Grantor, or such successors and assigns, informed of the status of any regulatory permits needed to remove or consume rock, sand, gravel and aggregate, (3) notify Grantor, or such successors and assigns, of the quantities of each type or grade of rock, sand, gravel and aggregate removed or consumed, within 30

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days after the end of each month in which any such removals or consumption occur, (4) negotiate in good faith as to the amount of royalties to be paid and methods to verify that royalties have been properly determined and paid, (5) pay the reserved royalties with 30 days after the end of each month in which any rock, sand, gravel and aggregate is removed or consumed, and (6) on request of Grantor or its successors or assigns, submit any disputes with respect to these royalties to binding arbitration under the applicable rules of the American Arbitration Association.

If a royalty rate has not been established by the date when a royalty payment is due, the Resource Owners shall pay reasonable estimated royalties up to a rate requested by Grantor or its successors or assigns, subject to retroactive adjustment when the royalty rate has been agreed upon or determined by arbitration. If the final royalty rate is higher than the estimated royalties paid, the Resource Owners shall immediately pay the difference plus a penalty of 1.5% per month. If the final royalty rate is lower than the estimated royalties paid, the Resource Owners shall be reimbursed for the excess with interest at the rate of 1.5% per month.

The royalty interest herein reserved is NOT intended to apply to any excavation or removal of rock, sand, gravel or aggregate conducted as part of the building or installation of improvements on the Exhibit A lands. This exception applies whether the excavated material remains on the lot, plot or tract or is hauled away from the lot, plot or tract. Thus material excavated for building basements, foundations, footings, underground utilities, etc. is not subject to the herein reserved royalty interest.

Grantor has reserved no rights to remove or consume or to prevent the removal or consumption of rock, sand, gravel and aggregate. However, Grantor does reserve a security interest in all rock, sand, gravel and aggregate removed or consumed by Grantee and anyone claiming under or through Grantee, and in their products and proceeds. Grantee covenants, for itself and all persons claiming interests in such resources through it, to execute such financing statements and other documents as may be requested by Grantor and its successors and assigns to perfect and give public notice of those security interests.

Dated this 9th day of May, 1994

WEYERHAEUSER COMPANY  
a Washington corporation

WEYERHAEUSER REAL ESTATE COMPANY,  
a Washington corporation, the  
above-named Grantee, agrees with  
and accepts this Modification of  
Mineral Reservations.

By: Charles W. Whigham  
Executive Vice President

Attest: Pamela M. Redmon  
Assistant Secretary

By: Robert L. Shedd  
Title: VICE PRESIDENT

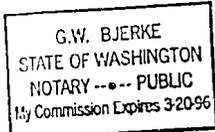
Dated: MAY 4, 1994

9405130746

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 10th day of May, 1994, before me personally appeared Charles W. Bingham and Pamela M. Redmon, to me known to be the Executive Vice President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*G.W. Bjerke*

Notary Public in and for the State of Washington.  
My Appointment expires: March 20, 1996

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 9th day of May, 1994, before me personally appeared Robert L. Shedd, to me known to be the Vice President of WEYERHAEUSER REAL ESTATE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Arlet M. Bahr*

Notary Public in and for the State of Washington.  
My Appointment expires: 4/15/98

9405130746

EXHIBIT AIN PIERCE COUNTY, WASHINGTONTOWNSHIP 19 NORTH, RANGE 1 EAST OF WILLAMETTE MERIDIAN

THAT PORTION OF THE LANDS conveyed by deed dated December 15, 1988, recorded January 26, 1989 in Volume 527 at page 1178 under Auditor's File No. 8901260100 described as follows:

Those portions of the NW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of Section 25, and the SW $\frac{1}{4}$  of Section 24, more fully described as follows:

Commencing at Fort Lewis Monument #259, being on the north line of said Section 25;

Thence South 01°31'31" West, 3317.26 feet to Fort Lewis Monument #262;

Thence South 87°57'04" East, 572.46 feet to the westerly margin of DuPont-Steilacoom Highway and the True Point of Beginning;

Thence along said westerly margin, South 01°42'01" West, 1488.68 feet to the northerly line of a wetlands area;

Thence along said northerly line the following courses:

North 88°17'59" West, 24.07 feet;

South 74°09'45" West, 57.08 feet;

North 37°31'32" West, 35.01 feet;

South 87°41'02" West, 42.60 feet;

North 61°30'59" West, 58.65 feet;

North 73°42'35" West, 28.67 feet;

North 71°21'32" West, 35.46 feet;

South 83°03'30" West, 29.71 feet;

South 82°37'33" West, 40.92 feet;

North 77°20'45" West, 37.53 feet;

North 86°11'31" West, 41.36 feet;

North 80°24'24" West, 25.68 feet;

South 76°19'50" West, 49.78 feet;

South 81°03'07" West, 56.42 feet;

North 30°02'50" West, 56.31 feet;

Thence South 85°55'16" West, 566.90 feet to the southerly line of said wetlands area;

Thence along said southerly line the following courses:

North 63°42'26" West, 139.52 feet;

North 51°40'39" West, 126.60 feet;

North 71°55'54" West, 136.16 feet;

North 51°13'03" West, 108.86 feet;

North 47°54'33" West, 59.62 feet;

North 14°13'59" West, 158.61 feet;

North 24°59'16" East, 84.29 feet;

North 00°10'58" West, 46.84 feet;

Thence North 53°26'36" West, 852.73 feet;

Thence North 01°53'56" East, 4383.86 feet;

Thence South 84°58'59" East, 2016.02 feet to the southerly line of Puget Sound Outfall Channel and a point of curvature;

Thence along said southerly line, easterly 140.44 feet along the arc of a non-tangent curve to the left, having a radius of 291.11 feet, the radius point of which bears North 27°25'16" East, through a central angle of 27°38'25" to a point of tangency;

Thence along said southerly line North 89°46'51" East, 1.06 feet to said westerly margin of DuPont-Steilacoom Highway and a point of curvature;

Thence along said westerly margin, southerly 774.47 feet along the arc of a non-tangent curve to the right, the radius point of which bears South 66°49'09" West, having a radius of 1783.43 feet, through a central angle of 24°52'52" to a point of tangency;

Thence along said westerly margin, South 01°42'01" West, 3059.22 feet to the True Point of Beginning; being that certain tract shown on a Record of Survey recorded under Pierce County Auditor's File No. 8811280282;

LESS AND EXCEPT these portions of said Sections 24 and 25 conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 17, 1990 in Volume 0651 at page 3441 under Auditor's File No. 9011270235;

Those portions of the SE $\frac{1}{4}$  of Section 26, the NE $\frac{1}{4}$  of Section 35 and the NW $\frac{1}{4}$  of Section 36, more fully described as follows:

Beginning at Fort Lewis Monument #270, also being the northwesterly corner of that parcel shown on Record of Survey filed in Volume 473, page 378, Recording No. 8803030092;

Thence along the westerly line of said parcel, South 18°18'29" East, 658.00 feet to the northerly margin of Wilmington Drive;

Thence along said northerly margin, South 71°38'03" West, 1220.00 feet;

Thence North 18°18'29" West, 2152.25 feet to the southwesterly extension of the northwesterly line of that parcel shown on donation deed filed under recording number 8609160527;

Thence along said southwesterly extension, North 36°29'27" East, 619.16 feet to the southerly line of said parcel shown on donation deed;

Thence along said southerly line, South 46°33'12" East, 452.10 feet to a point of curvature;

Thence continuing along said southerly line, south-easterly 670.68 feet along the arc of a tangent curve to the left, having a radius of 892.44 feet through a central angle of 43°03'32" to the northerly extension of said westerly line of parcel shown on record of survey;

Thence along said northerly extension, South 18°18'29" East, 1028.65 feet to the Point of Beginning; being that certain tract shown on a Record of Survey recorded under Auditor's File No. 8811280283;

LESS AND EXCEPT those portions of said lands in the NW $\frac{1}{4}$  of Section 36 and the NE $\frac{1}{4}$  of Section 35 conveyed to State Farm Mutual Automobile Insurance Company by deed dated March 19, 1993 and recorded March 24, 1993 in Volume 0867 at page 0519 under Auditor's File No. 9303240468.

THAT PORTION OF THE LANDS conveyed by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3550 under Auditor's File No. 9002020329 described as follows:

Section 23: E $\frac{1}{2}$ ;

LESS AND EXCEPT those portions of the N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , the E $\frac{1}{2}$ NE $\frac{1}{4}$ , the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's File No. 8401170220; and

LESS AND EXCEPT that portion of said lands in the NE $\frac{1}{4}$  conveyed to Lone Star Northwest, Inc. by deed dated January 6, 1992, recorded January 7, 1992 in Volume 0737 at page 3147 under Auditor's File No. 9201070565; and

LESS AND EXCEPT that portion of said lands in the SE $\frac{1}{4}$  conveyed to Puget Sound Power & Light Company by deed dated December 18, 1990 and recorded January 4, 1991 in Volume 658 at page 3436 under Auditor's File No. 9101040283; and

LESS AND EXCEPT the following described portions of Section 23:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; and

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  lying west of the westerly boundary of the Puget Sound Outfall Channel as recorded under Recording No. 1674527; and

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That portion of the SE $\frac{1}{4}$  lying west of the westerly boundaries of the Puget Sound Outfall Channel, the easement to Puget Sound Power & Light Company, and the sewer line easement to the United States of America;

**Section 24: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; and W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;**

**LESS AND EXCEPT** those portions conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's File No. 8401170220, and to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100; and

**LESS AND EXCEPT** that portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 27, 1990 in Volume 651 at page 3441 under Auditor's File No. 9011270235;

That portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying southerly of the south right of way line of the Puget Sound Outfall Channel and Westerly of the West right of way boundary of the DuPont-Steilacoom County Road;

**LESS AND EXCEPT** that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100

**Section 25: W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ ;**

**LESS AND EXCEPT** that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100; and

**LESS AND EXCEPT** that portion conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 27, 1990 in Volume 651 at page 3441 under Auditor's File No. 9011270235;

**LESS AND EXCEPT** that portion conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169;

That portion of the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , lying northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying northeasterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and southerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100, and westerly of the West right of way line of the DuPont-Steilacoom County Road

**Section 26: NE $\frac{1}{4}$ ;**

**LESS AND EXCEPT** that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  lying west of the westerly boundary of the right of way described as "Easement X" in that certain Easement dated November 28, 1941, recorded November 23, 1942 in Book 705 at page 437, under Auditor's File No. 1310652; and

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LESS AND EXCEPT those portions of the N $\frac{1}{2}$ NE and the SW $\frac{1}{2}$ NE $\frac{1}{2}$  conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169;

Those portions of the SE $\frac{1}{2}$ NW $\frac{1}{2}$  and the E $\frac{1}{2}$ SW $\frac{1}{2}$  lying easterly of the westerly right of way line of proposed Center Drive;

LESS AND EXCEPT those portions of the SE $\frac{1}{2}$ NW $\frac{1}{2}$  conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169; and

LESS AND EXCEPT those portions of the SE $\frac{1}{2}$ NW $\frac{1}{2}$  and the E $\frac{1}{2}$ SW $\frac{1}{2}$  conveyed to the City of DuPont by deed dated May 11, 1992 and recorded May 21, 1992 in Volume 0777 at page 1144 under Auditor's File No. 9205210947;

That portion of the NE $\frac{1}{2}$ SE $\frac{1}{2}$  lying northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527;

NW $\frac{1}{2}$ SE $\frac{1}{2}$ ;

That portion of the SW $\frac{1}{2}$ SE $\frac{1}{2}$  lying easterly of the proposed westerly right of way line of Center Drive;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the SE $\frac{1}{2}$ SE $\frac{1}{2}$  lying northwesterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100

Section 35: That portion of the NE $\frac{1}{2}$ NE $\frac{1}{2}$  lying southwesterly of the parcel conveyed to Weyerhaeuser Real Estate Company dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the NW $\frac{1}{2}$ NE $\frac{1}{2}$  lying easterly of the westerly right of way line of proposed Center Drive;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

Those portions of the S $\frac{1}{2}$ NE $\frac{1}{2}$  and the NW $\frac{1}{2}$ SE $\frac{1}{2}$  lying easterly of the westerly right of way line of proposed Center Drive and northerly of the north line of Wilmington Drive and Westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

LESS AND EXCEPT those portions of said lands in the E $\frac{1}{2}$  of Section 35 conveyed to State Farm Mutual Automobile Insurance Company by deed dated March 19, 1993, recorded March 24, 1993 in Volume 0867 at page 0519 under Auditor's File No. 9303240468

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**Section 36:** That portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying easterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and easterly of Block "L" of the Replat of the Village of DuPont, as recorded in Volume 15 of Plats, page 66, and northerly of the southerly line of a 15 foot easement granted to the Pierce County School District No. 7 for a path, recorded under Auditor's File No. 1604647, and northwesterly of the west right of way line of the DuPont-Steilacoom County Road;

**LESS AND EXCEPT** the following described tract of land:

Commencing at the Northwest corner of said Section 36;

Thence South 00°25'24" East along the west line of said Section 36, a distance of 1,314.18 feet to Fort Lewis Monument Number 270;

Thence South 18°17'53" East, 738.12 feet to a point on the southerly margin of Frontage Road and the northerly margin of Northern Pacific Railroad Right of Way;

Thence North 71°38'25" East along said margin 2,027.10 feet to a point at the intersection of the centerline of Barksdale Avenue and the northerly margin of the Northern Pacific Railroad Right of Way;

Thence North 61°51'03" West along said centerline 316.74 feet;

Thence North 28°08'57" East, 30.00 feet to the northerly margin of Barksdale Avenue;

Thence North 66°50'39" East, 26.84 feet;

Thence North 31°30'00" East, 142.33 feet to the True Point of Beginning;

Thence continuing North 31°30'00" East, 757.43 feet to the westerly margin of DuPont-Steilacoom Road;

Thence South 21°30'41" West along said westerly margin 507.33 feet;

Thence South 31°30'00" West, 233.24 feet;

Thence North 74°05'15" West, 91.36 feet to the True Point of Beginning.

**THOSE LANDS CONVEYED** by deed dated December 14, 1990, recorded December 9, 1991 in Volume 0730 at page 2906 under Auditor's File No. 9112090237 described as follows:

**Section 26:** That portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  lying southeasterly of the existing fence and westerly of the westerly right of way margin of Center Drive;

That portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying southeasterly of an existing fence, said fence runs in a northeasterly-southwesterly direction, and westerly of the westerly right of way margin of Center Drive;

That portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$  lying southeasterly of the existing fence;

That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying westerly of the westerly right of way margin of Center Drive;

That portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying westerly of the westerly right of way margin of Center Drive;

Section 27: Those portions of the  $N\frac{1}{2}SW\frac{1}{2}$  lying southwesterly of the existing fence;

$SW\frac{1}{2}SW\frac{1}{2}$ ;

That portion of the  $SE\frac{1}{2}SW\frac{1}{2}$  lying southwesterly of the existing fence;

Those portions of the  $S\frac{1}{2}SE\frac{1}{2}$  lying southerly of the existing fence

Section 28: That portion of Government Lot 5 lying southwesterly of the existing fence and southeasterly of the southeastern boundary of Burlington Northern Inc.'s property;

Those portions of Government Lots 3 and 4 lying southeasterly of the southeastern boundary of Burlington Northern Inc.'s property

Section 33:  $NE\frac{1}{2}NE\frac{1}{2}$ ;

That portion of Government Lot 4 lying southeasterly of the southeastern boundary of Burlington Northern Inc.'s property;

$S\frac{1}{2}NE\frac{1}{2}$ ;

$NE\frac{1}{2}SE\frac{1}{2}$

Section 34:  $N\frac{1}{2}NE\frac{1}{2}$ ;

$W\frac{1}{2}NW\frac{1}{2}$  being a portion of the Plat of Nisqually City, not vacated

Section 35: Those portions of the  $W\frac{1}{2}W\frac{1}{2}NE\frac{1}{2}$  lying westerly of the westerly right of way margin of Center Drive, said portions being all that part of the said  $W\frac{1}{2}W\frac{1}{2}NE\frac{1}{2}$ ;

LESS AND EXCEPT those portions thereof conveyed to Weyerhaeuser Real Estate Company by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329;

$N\frac{1}{2}NW\frac{1}{2}$ ;

Those portions of the  $SE\frac{1}{2}NW\frac{1}{2}$  and the  $NE\frac{1}{2}SW\frac{1}{2}$  conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded under Auditor's File No. 8401170059;

That portion of the  $NW\frac{1}{2}SE\frac{1}{2}$  conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded under Auditor's File No. 8401170059;

LESS AND EXCEPT that portion thereof conveyed to Weyerhaeuser Real Estate Company by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329;

Those portions of the  $E\frac{1}{2}SW\frac{1}{2}NE\frac{1}{2}$  and the  $W\frac{1}{2}SE\frac{1}{2}NE\frac{1}{2}$  lying southeasterly of the north line of Wilmington Drive and northwesterly of the north line of the railroad right of way;

LESS AND EXCEPT that part conveyed to the City of DuPont by Bargain and Sale Donation Deed dated October 17, 1988, recorded under Auditor's File No. 8812220490

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Weyerhaeuser Real Estate Co.  
Tacoma WA 98477

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FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made on the 30th day of December, 1994 by Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

BACKGROUND

WRECO is the record owner of a majority of the property ("Property") which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File Number 9208240297, Book 0803, Page 2715, dated August 20, 1992 ("Declaration"). The written consent of all other Owners of portions of the Property are attached to this First Amendment as Exhibits A, B, and C.

AMENDMENT

1. Article IX ASSESSMENTS, Section 9.10. Exempt Property is hereby amended to read as follows:

The following property is exempt from payment of base assessments, district assessments, and special assessments:

- (a) all Commercial Common Areas;
- (b) all property dedicated to and accepted by any governmental authority including, without limitation, public schools, public streets, and public parks;
- (c) property owned by any District Association for the common use and enjoyment of its members; and,
- (d) all property which is: (1) deemed by the Commercial Owners Association to be of cultural or historical value; (2) owned by a non-profit or charitable organization charged with the responsibility to protect cultural or historical assets; and, (3) restricted by an easement or covenant which requires the continued protection of the cultural or historical assets.

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Please return to:  
Weyerhaeuser Real Estate Co.  
WRE 1-1  
Tacoma, WA 98477

9503150368

BK 1105 PG 3605

95 MAR 15 PM 2: 38

RECORDED  
CATHY FEARSALL-STUBBS  
AUDITOR PIERCE CO. WASH

**SECOND AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

The Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made on the 10<sup>th</sup> day of March, 1995, by Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

**BACKGROUND**

A. WRECO is the record owner of a majority of the property ("Property") which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File Number 9208240297, Book 0803, Page 2715, dated August 20, 1992 ("Declaration"), as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9501100462, Book 1091, Page 0510, dated December 30, 1994.

B. The First Amendment was recorded without a legal description attached. In addition, it referred to Exhibits A, B, and C, which were also not attached. WRECO desires to replace and supersede the First Amendment by executing this Second Amendment.

**AMENDMENT**

1. Article IX ASSESSMENTS, Section 9.10. Exempt Property is hereby amended to read as follows:

The following property is exempt from payment of base assessments, district assessments, and special assessments:

- (a) all Commercial Common Areas;
- (b) all property dedicated to and accepted by any governmental authority including, without limitation, public schools, public streets, and public parks;
- (c) property owned by any District Association for the common use and enjoyment of its members; and,

AUDITOR'S NOTE  
REGULATORY REVISIONS AND COPYING IN  
SATISFACTORY PORTION OF THIS INSTRUMENT  
MUST WHEN RECEIVED

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(d) all property which is: (1) deemed by the Commercial Owners Association to be of cultural or historical value; (2) owned by a non-profit or charitable organization charged with the responsibility to protect cultural or historical assets; and, (3) restricted by an easement or covenant which requires the continued protection of the cultural or historical assets.

2. Article VIII SUBMISSION AND WITHDRAWAL OF PROPERTY, Section 8.1, allows the Declarant to unilaterally subject to the provisions of the Declaration all or any portion of the real property described in Exhibit B to the Declaration. At this time, the Declarant subjects the real property described on Exhibit A to this Amendment to the terms and conditions of the Declaration.

3. Article VIII SUBMISSION AND WITHDRAWAL OF PROPERTY, Section 8.3, allows the Declarant to unilaterally remove portions of the real property described in Exhibit B to the Declaration to the extent that it was originally included in error. At this time, the Declarant withdraws the real property described on Exhibit B to this Amendment to the terms and conditions of the Declaration.

#### CONCLUSION

In all other respects, the Declaration described above is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

By: James A. Nyberg  
James A. Nyberg  
Assistant Vice President

STATE OF WASHINGTON)  
  )ss.  
County of King                  )

On this 10th day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. NYBERG, to me known to be the Assistant 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Laura M. M. DePaul  
Laura M. M. DePaul  
(Type/Print Name)  
Notary Public in And For the State of Washington,  
residing at Green Harbor  
My appointment expires: 3-1-96

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont  
Job No. 129-08-954-002  
Revision of August 1, 1992

**LEGAL DESCRIPTION  
FOR ELEMENTARY SCHOOL SITE**

That portion of the southeast quarter of Section 26 and of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, here particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 35, said point also being known as Fort Lewis Monument No. 270;

THENCE N 18°18'29" W, along the westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to a point on the southerly line of a tract of land conveyed by Donation Deed recorded in Volume 358, Page 158, under Recording No. 8609160527, said point being on a non-tangent curve;

THENCE along the southerly and westerly line of said tract, the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius of 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 64.32 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 46°33'35" W, 387.77 feet;

N 36°28'56" E, 395.20 feet;

THENCE N 64°36'16" W, 154.45 feet to a point of curvature;

THENCE westerly 396.64 feet along the arc of a tangent curve to the left, having a radius of 520.00 feet, through a central angle of 43°42'13" to a point of tangency;

THENCE S 71°41'31" W, 247.88 feet;

THENCE S 18°18'29" E, 801.33 feet to a point of curvature;

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EXHIBIT A  
Page 2 of 10

Dupont  
Revision of August 1, 1992  
Page 2

THENCE southeasterly 39.27 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of  $90^{\circ}00'00''$  to a point of tangency;

THENCE N  $71^{\circ}41'31''$  E, 487.68 feet to a point of curvature;

THENCE northeasterly 67.16 feet along the arc of a tangent curve to the left, having a radius of 169.00 feet, through a central angle of  $10^{\circ}25'43''$  to THE TRUE POINT OF BEGINNING.

Containing 10.1 acres, more or less.

See attached Exhibit "C-C".

Written by: C.A.G.  
Checked by: R.J.W.

L10:L66



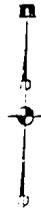
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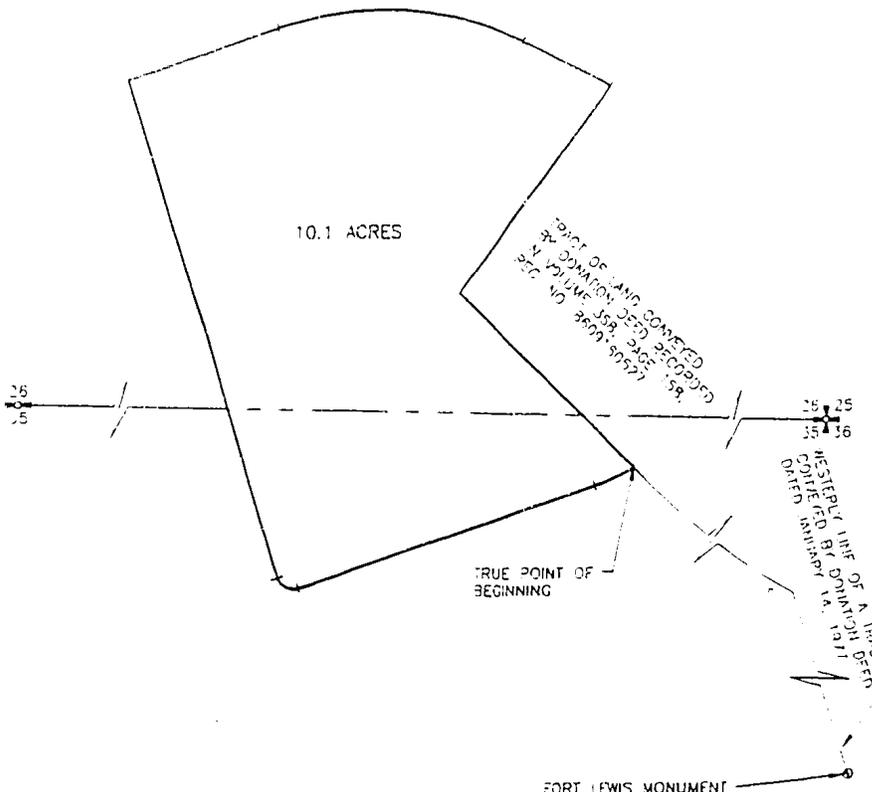
**EXHIBIT C-C**

TO ACCOMPANY LEGAL DESCRIPTION FOR  
THE ELEMENTARY SCHOOL SITE

A PORTION OF THE SE 1/4 OF SECTION 26 AND OF  
THE NE 1/4 OF SECTION 35, TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 200'



10.1 ACRES

POINT OF BEGINNING AND CORNERED  
BY DONOR DEED RECORDED  
IN VOLUME 158, PAGE 158,  
REC. NO. 8600-50571

TRUE POINT OF  
BEGINNING

NEAREST LINE OF A TRACT  
CONVEYED BY DONOR DEED  
DATED JANUARY 14, 1971

FORT LEWIS MONUMENT  
NO. 270

9503150368

**ESM inc.**  
1412 ORANGE WAY SUITE 200 PUEBLO BLVD. CHASLEY WA  
34004 5TH AVENUE S.W., BLDG. A  
FEDERAL WAY, WASHINGTON 98003  
PHONE: (206) 538-3113

JOB NO. 129-08-954-002  
DRAWING NAME EXH-C-C  
DATE 08-03-92  
DRAWN C.A.G.  
SHEET 1 OF 1

0X1105PG3611

EXHIBIT A  
Page 4 of 10

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont/School  
Job No. 129-08-954-002  
Revision of December 9, 1993

**LEGAL DESCRIPTION  
FOR MIDDLE SCHOOL SITE**

That portion of southwest quarter of Section 26, Township 10 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 262, as shown on that Record of Survey by ESM, Inc., filed under Pierce County Recording No. 8806170120;

THENCE S 87°57'04" E, 612.46 feet to the centerline of Dupont-Steilacoom Highway;

THENCE along said centerline, N 01°42'01" E, 2065.68 feet to the centerline of Center Drive;

THENCE along said centerline, N 88°17'59" W, 483.72 feet to a point of curvature;

THENCE continuing along said centerline, westerly 598.42 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 13°42'53" to a point of tangency;

THENCE continuing along said centerline, N 74°35'06" W, 595.54 feet to a point of curvature;

THENCE continuing along said centerline, westerly 841.15 feet along the arc of a tangent curve to the left, having a radius of 2500.00 feet, through a central angle of 19°16'40" to a point of tangency;

THENCE continuing along said centerline, S 86°08'14" W, 653.40 feet to a point of curvature;

THENCE continuing along said centerline, westerly 553.29 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 12°40'49" to the point of tangency;

9503150368

BK 105PG3612

EXHIBIT A  
Page 5 of 10

Dupont/School  
Revision of December 9, 1993  
Page 2

THENCE continuing along said centerline, N 81°10'57" W,  
171.22 feet to a point of curvature;

THENCE continuing along said centerline, southwesterly  
1681.47 feet along the arc of a tangent curve to the left,  
having a radius of 1500.00 feet, through a central angle of  
64°13'39" to the point of tangency;

THENCE continuing along said centerline, S 34°35'24" W,  
739.22 feet to a point of curvature;

THENCE continuing along said centerline, southerly 1000.04  
feet along the arc of a tangent curve to the left, having a  
radius of 1500.00 feet, through a central angle of  
38°11'56";

THENCE S 86°23'28" W, 60.00 feet to the westerly margin of  
Center Drive and the TRUE POINT OF BEGINNING;

THENCE along said westerly margin, southerly 724.30 feet  
along the arc of a non-tangent curve to the left, having a  
radius of 1560.00 feet, the radius point of which bears  
N 86°23'28" E, through a central angle of 26°36'08" to a  
point of tangency;

THENCE continuing along said westerly margin and the  
southeasterly extension thereof, S 30°12'40" E, 261.35 feet  
to a point of curvature;

THENCE southerly 39.27 feet along the arc of a tangent curve  
to the right, having a radius of 25.00 feet, through a  
central angle of 90°00'00" to a point of tangency;

THENCE S 59°47'20" W, 23.59 feet to a point of curvature;

THENCE westerly 301.78 feet along the arc of a tangent curve  
to the right, having a radius of 250.00 feet, through a  
central angle of 69°09'47" to a point of reverse curvature;

THENCE westerly 399.04 feet along the arc of a tangent curve  
to the left, having a radius of 350.00 feet, through a  
central angle of 65°19'27" to a point of tangency;

9503150368

BK 105PG3613

EXHIBIT A  
Page 6 of 10

Dupont/School  
Revision of December 9, 1993  
Page 3

THENCE S 63°37'40" W, 148.55 feet to a point of curvature;

THENCE southwesterly 178.11 feet along the arc of a tangent curve to the right, having a radius of 400.00 feet, through a central angle of 25°30'45" to a point of tangency;

THENCE S 89°08'25" W, 141.02 feet to a point of curvature;

THENCE westerly 79.59 feet along the arc of a tangent curve to the left, having a radius of 400.00 feet, through a central angle of 11°24'01" to a point of reverse curvature;

THENCE northwesterly 34.31 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 78°38'38" to a point of reverse curvature;

THENCE northwesterly 112.79 feet along the arc of a tangent curve to the left, having a radius of 525.00 feet, through a central angle of 12°18'35" to a point of tangency;

THENCE N 35°55'33" W, 300.77 feet to a point of curvature;

THENCE northerly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°00'16" to a point of tangency;

THENCE N 54°04'43" E, 538.45 feet to a point of curvature;

THENCE northeasterly 381.49 feet along the arc of a tangent curve to the left, having a radius of 480.00 feet, through a central angle of 45°32'12" to a point of reverse curvature;

THENCE northeasterly 49.52 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of 81°03'49" to a point of tangency;

THENCE N 89°36'20" E, 418.60 feet to a point of curvature;

THENCE southeasterly 68.16 feet along the arc of a tangent curve to the right, having a radius of 45.00 feet, through a central angle of 86°47'08" to the TRUE POINT OF BEGINNING.

9503150263

BK 1105PG3614

EXHIBIT A  
Page 7 of 10

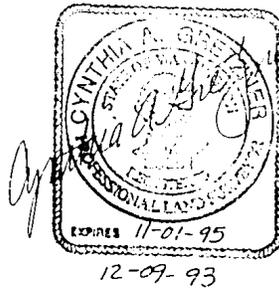
Dupont/School  
Revision of December 9, 1993  
Page 4

Containing 21.73 acres, more or less.

See attached Exhibit "M-S".

Written by: C.A.G.  
Checked by: R.J.W.

L12:1290311



9503150368

BK 105PG3615

**EXHIBIT M-S**

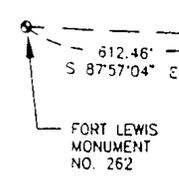
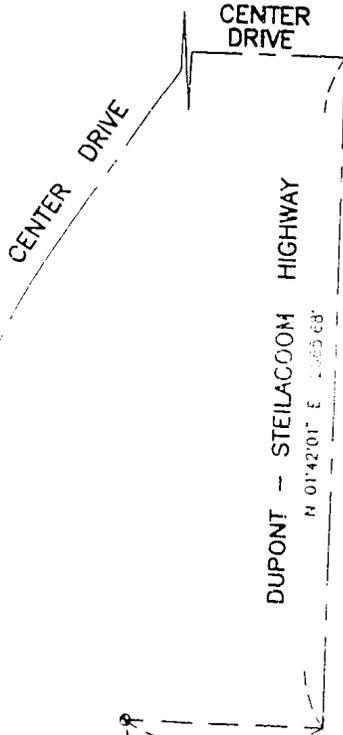
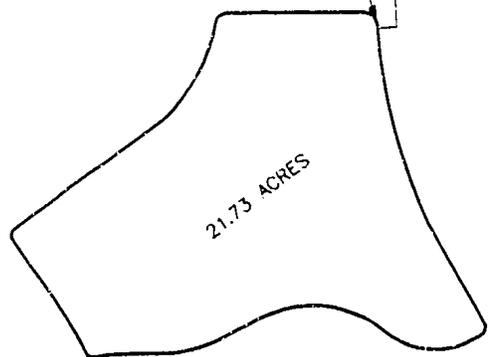
TO ACCOMPANY LEGAL DESCRIPTION FOR  
THE MIDDLE SCHOOL SITE

A PORTION OF THE SW 1/4 OF SECTION 26,  
TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

SCALE : 1" = 400'



TRUE POINT OF  
BEGINNING



21.73 ACRES

9503150368

**ESM inc.**  
A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM  
34004 9TH AVENUE SO., BLDG. A  
FEDERAL WAY, WASHINGTON 98003  
PHONE: (206) 838-6113

JOB NO. 129-08-954-002  
DRAWING NAME EXH-M-S  
DATE 12-09-93  
DRAWN C.A.G.  
SHEET 1 OF 1

BK 1105PG3616

EXHIBIT A  
Page 9 of 10

LEGAL DESCRIPTION  
FOR MIXED USE LOTS

All of mixed use Lot 1 and Commercial Lots 1 and 2  
as shown on Palisades Plat Division 1 recorded under  
Pierce County Auditor's File Number 9405260691  
(see attached EXHIBIT "E-A").

9503150368



BK 1105PG3618

**EXHIBIT B**  
**to**  
**SECOND AMENDMENT TO DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

Legal Description of Property being withdrawn from the Declaration:

**LEGAL DESCRIPTION FOR PARCEL 'A-B'**

That portion of the northeast quarter of Section 23,  
Township 10 North, Range 1 East, W.M., Pierce County,  
Washington, more particularly described as follows:

COMMENCING at the northwest corner of said northeast quarter  
as shown on that Record of Survey by ESM, Inc. filed under  
Pierce County Recording No. 9303050249;

THENCE along the west line of said quarter, S 02°06'11" W,  
600.09 feet;

THENCE along a line parallel with and 600.00 feet south of  
the north line of said quarter, S 88°24'45" E, 1428.54 feet  
to the westerly line of the Puget Sound Outfall Channel as  
depicted on said Record of Survey AND the TRUE POINT OF  
BEGINNING;

THENCE along said westerly line, southeasterly 288.09 feet  
along the arc of a non-tangent curve to the right, having a  
radius of 5629.58 feet, the radius point of which bears  
S 80°12'53" W, through a central angle of 02°55'55" to a  
point of tangency;

THENCE continuing along said westerly line, S 06°51'12" E,  
51.96 feet;

THENCE S 83°08'43" W, 50.00 feet to a line 50.00 feet  
westerly of and parallel with said westerly line of the  
Puget Sound Outfall Channel;

THENCE along said parallel line, N 06°51'12" W, 51.96 feet  
to a point of curvature;

9503150368

BK1105PG3619

WRECO  
July 22, 1991  
Revision of February 10, 1995  
Page 2

THENCE continuing along said parallel line, northwesterly 295.59 feet along the arc of a tangent curve to the left, having a radius of 9579.58 feet, through a central angle of  $03^{\circ}02'07''$  to said line parallel with and 600.00 feet south of the north line of the northeast quarter;

THENCE along said parallel line,  $S 88^{\circ}24'45'' E$ , 51.01 feet to the TRUE POINT OF BEGINNING.

Containing 0.39 acres (17,190 S.F.), more or less.

See attached Exhibit "B-B".

Written by: R.J.W.  
Checked by: C.A.F.

Leg. 1A129091



9503150368

BK 1105PG3620

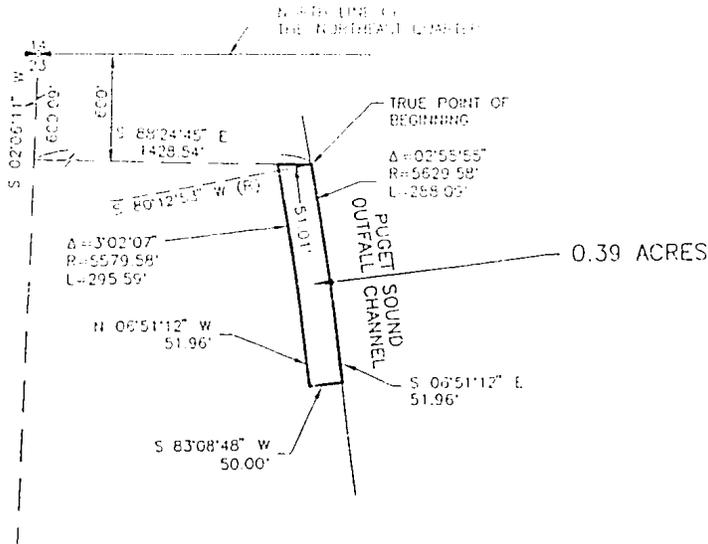
### EXHIBIT "B-B"

TO ACCOMPANY LEGAL DESCRIPTION FOR  
PARCEL "A-B"

A PORTION OF THE NE 1/4 OF SECTION 23,  
TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 200'



Page 3 of 3

9503150368



ESM inc.

ENGINEERING AND SURVEYING PROFESSIONAL FIRM

1000 1ST AVENUE S.W.  
FEDERAL WAY, WASHINGTON STATE  
PHONE: (206) 835-4433

JOB NO. 129-08-934  
DRAWING NAME EX-ARMY  
DATE 02-15-95  
DRAWN BY J.W. COLE  
CHECKED BY

9601090368

BK 1188PG 1548

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:  
GORDON, THOMAS, HONEYWELL,  
MALANCA, PETERSON & DAHEM, P.L.L.C.  
ATTN: Stephanie A. Arend  
P.O. Box 1157  
Tacoma, WA 98401-1157

96 JAN -9 AM 11:58

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

TRANS  
950420  
JAN 09 1996

**THIRD AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

The Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made on the 4<sup>th</sup> day of December 1995, by Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

**BACKGROUND**

A. WRECO is the record owner of a majority of the property ("Property") which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File Number 9208240297, Book 0803, Page 2715, dated August 20, 1992, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9501100462, Book 1091, Page 0510, dated December 30, 1994, as further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9503150368, Book 1105, Page 3605, dated March 10, 1995 ("Declaration").

B. Pursuant to Section 15.2(a) of the Declaration, so long as Declarant owns any property described in Exhibits "A" or "B" to the Declaration for development as part of the Commercial Properties, Declarant may unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect on any substantive right of any Owner and does not adversely effect the title to any Unit without written consent of its Owner.

C. Declarant currently owns property described on Exhibits "A" and "B" to the Declaration for development as part of the Commercial Property and desires to amend certain portions of the Declaration.

Auditor's Note:  
Legal description omitted.  
Exhibits A-B

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

9601090368

BK1188PG1549

AMENDMENT

1. Article XI, USE RESTRICTIONS, Section 11.6. Hazardous Materials is hereby amended to read as follows:

Except in compliance with all applicable laws, regulations, ordinances and permits no Owner shall use, generate, store, or dispose of hazardous materials on the Commercial Properties or discharge or release any hazardous material on, above, or under the Commercial Properties. "Hazardous materials" means materials, substances, gases, or vapors identified as hazardous, toxic, or radioactive by any applicable federal, state, or local laws, regulations or ordinances.

Each Owner shall:

(a) take the responsibility to provide all equipment and facilities in the Unit necessary to participate in any mandatory point of origin collection service for hazardous materials; and,

(b) guarantee financial responsibility for spill cleanup. In connection with such financial responsibility, each Owner hereby agrees to hold the Commercial Owner's Association, its officers, directors, and employees harmless for any financial responsibility, costs, or expenses related to any spill or spill cleanup of hazardous materials taking place on the Owner's Unit or elsewhere within the Commercial Properties or the Area of Common Responsibility through the acts or omissions of the Owner, its employees or agents.

Notwithstanding the obligation of each Owner to comply with the above requirements, each Owner acknowledges that the effective monitoring and enforcement of this Section 11.6 by the Commercial Owner's Association may require a level of technical expertise beyond that which the Commercial Owner's Association would reasonably be expected to possess and that, as such, its ability to enforce may be limited. The Commercial Owner's Association shall not be obligated to contract with, or otherwise employ personnel for any purpose relating specifically to this Section, including enforcement.

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

9601090368

BK1188PG1550

2. Article XII, EASEMENTS, Section 12.3 Easements for Utilities, etc. is hereby amended to read as follows:

Declarant reserves to itself, so long as it owns any property described on Exhibit "A" or "B," and grants to the Commercial Owner's Association an access and maintenance easement upon, across, over and under an area 20 feet in width measured at a right angle from around the perimeter boundary of a Unit of the Commercial Properties to the extent reasonably necessary to install, replace, repair and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing structure on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. Exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant. No utilities may be installed or relocated on the Commercial Properties without approval of the Board or as provided by Declarant.

**CONCLUSION**

In all other respects, the Declaration described above is hereby ratified and shall remain in full force and effect.



WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

By: James A. Nyberg  
James A. Nyberg  
Assistant Vice President

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

BK 1188 PG 1551

STATE OF WASHINGTON)

)ss.  
County of King )

On this 4th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. NYBERG, to me known to be the Assistant 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

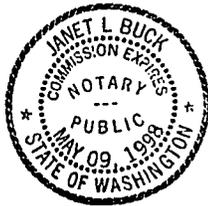
Witness my hand and official seal hereto affixed the day and year first above written.

*Janet L. Buck*

Janet L. Buck  
(Type/Print Name)

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

My appointment expires: 5/9/98



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

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:  
GORDON, THOMAS, HONEYWELL,  
MALANCA, PETERSON & DAHEIM, P.L.L.C.  
ATTN: Stephanie A. Arend  
P.O. Box 1157  
Tacoma, WA 98401-1157

9601260346

BK 1192PG 3199

96 JAN 26 PM 1:59

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

TRAN  
9501500  
JAN 25 1996

**FOURTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

The Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made on the ~~24th~~ day of ~~December~~ 1995, by Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

**BACKGROUND**

A. WRECO is the record owner of a majority of the property ("Property") which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File Number 9208240297, Book 0803, Page 2715, dated August 20, 1992, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9501100462, Book 1091, Page 0510, dated December 30, 1994, as further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9503150368, Book 1105, Page 3605, dated March 10, 1995, as further amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded in the office of the Pierce County Auditor, under File No. 9601090368, Book 1188, Page 1548-1551, dated December 4, 1995 ("Declaration"). The written consent of all other Owners of portions of the Property are attached to this Fourth Amendment as Exhibits 2, 3, 4, 5, 6.

**AMENDMENT**

1. Exhibit "C", Formula for Assessments and Voting Rights, is replaced and superseded with a new Exhibit "C," attached hereto as Exhibit 1 and incorporated herein by reference.

(TA952910.012)

9601260346

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



BK 1192PG3201

EXHIBIT I

EXHIBIT "C"

**Formula for Assessments and Voting Rights**

1. **General.** Each Unit shall have the right to cast votes and the obligation to pay assessments based on the number of points ("Assessment and Voting Points") assigned to that Unit in accordance with the following provisions.

(a) **Land Points.** Each Unit shall be assigned one point for each 10,000 square feet of land (rounded to the nearest 1,000 square feet) comprising the Unit ("Land Points").

(b) **Building Points.** Each Unit shall be assigned three points for each 10,000 square feet of gross floor area within the improvements, as defined below, comprising the Unit (rounded to the nearest 1,000 square feet) ("Building Points"). "Improvements" mean enclosed structures intended for commercial use and occupancy as permitted by these restrictions and for which an initial certificate of occupancy has been issued or which is substantially complete as determined by the general contractor, whichever is earlier.

(c) **Example.** A 100,000 square foot unimproved Unit shall be assigned ten Land Points (which would also equal the Assessment and Voting Points for that Unit). The same Unit improved with a 50,000 square foot retail building shall be assigned 15 Building Points for a total of 25 Land Points and Building Points (10 Land Points plus 15 Building Points). This Unit would then have 25 Assessment and Voting Points.

2. **Assessments.** The decimal share of the total assessment to be levied on a particular Unit shall be computed by dividing the Assessment and Voting Points assigned to that Unit by the total Assessment and Voting Points for all Units subject to the particular assessment. The Board of Directors shall establish an annual cut-off date for computing point totals for all Units. The decimal share of the total assessment for the Unit and the votes attributable to the Unit (including a summary of the computations) shall be sent to each Owner with the annual notice of assessment.

3. **Voting.** Each Member of the Commercial Association shall be entitled to one vote for each Assessment and Voting Point assigned to the Unit under the formula set forth above.

9601260346

BK 1192PG3202

EXHIBIT 2  
OWNER CONSENT TO  
FOURTH AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY

THIS CONSENT is made and entered into this 21<sup>st</sup> day of December,  
1995, by PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation  
(hereinafter referred to as "Owner");

WITNESSETH

WHEREAS, Weyerhaeuser Real Estate Company, a Washington corporation  
(hereinafter "Declarant"), executed the Declaration of Covenants, Conditions and  
Restrictions for Northwest Landing Commercial Property, which was recorded on  
August 24, 1992, under Pierce County Auditor's No. 9208240297; and,

WHEREAS, the Owner is the record Owner and holder of title in fee simple to  
a portion of the property which is subject to the provisions of the Declaration; and,

WHEREAS, the Declarant desires to amend the Declaration; and,

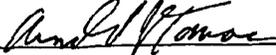
WHEREAS, Owner desires to consent to the amendment of the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of itself, its  
successors, assigns, and successors-in-title, to the amendment of the Declaration, as  
described above. Owner authorizes Declarant to detach this executed signature page  
and to reattach it to one original instrument for recording.

IN WITNESS WHEREOF, this Consent has been executed by a duly authorized  
officer of Owner and shall be effective as of the filing by Declarant of the Fourth  
Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Northwest Landing Commercial Property in the records of the Pierce County Auditor.

OWNER:

PUGET SOUND POWER & LIGHT  
COMPANY, a Washington corporation



By: Arnold J. Tomac  
Its: Director Real Estate &  
Facilities

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

BK 1192PG 3203

STATE OF WASHINGTON

County of King ) ss.  
 )

On this 21<sup>st</sup> day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Arnold J. Tomal, to me known to be the Director Red Stakes, Inc. of Puget Sound Power & Light 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 he is 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.



David A. Nasirah  
DAVID A. NASIRAH  
(Type/Print Name)  
Notary Public in and for the State of  
Washington,  
residing at Issaquah  
My appointment expires: 8-1-98

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

BK1192PG3204

EXHIBIT 3  
OWNER CONSENT TO  
FOURTH AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY

THIS CONSENT is made and entered into this 29th day of November,  
1995, by LONESTAR NORTHWEST, INC., a Washington corporation (hereinafter  
referred to as "Owner");

WITNESSETH

WHEREAS, Weyerhaeuser Real Estate Company, a Washington corporation  
(hereinafter "Declarant"), executed the Declaration of Covenants, Conditions and  
Restrictions for Northwest Landing Commercial Property, which was recorded on  
August 24, 1992, under Pierce County Auditor's No. 9208240297; and,

WHEREAS, the Owner is the record Owner and holder of title in fee simple to  
a portion of the property which is subject to the provisions of the Declaration; and,

WHEREAS, the Declarant desires to amend the Declaration; and,

WHEREAS, Owner desires to consent to the amendment of the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of itself, its  
successors, assigns, and successors-in-title, to the amendment of the Declaration, as  
described above. Owner authorizes Declarant to detach this executed signature page  
and to reattach it to one original instrument for recording.

IN WITNESS WHEREOF, this Consent has been executed by a duly authorized  
officer of Owner and shall be effective as of the filing by Declarant of the Fourth  
Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Northwest Landing Commercial Property in the records of the Pierce County Auditor.

OWNER:

LONESTAR NORTHWEST, INC., a  
Washington corporation

By: James R. Serman

Its: Pres.

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

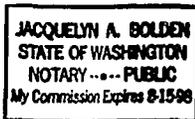
BK1192PG3205

STATE OF WASHINGTON)

County of BINGO )ss.  
)

On this 29th day of NOVEMBER, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. REEMAN, to me known to be the PRESIDENT of Lonestar Northwest, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is 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.



Jacquelyn A. Bolden  
JACQUELYN A. BOLDEN  
(Type/Print Name)  
Notary Public in and for the State of  
Washington,  
residing at 3615-110th St. Ct. E., Tacoma, WA 98446  
My appointment expires: 8-15-98

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

BK 1192PG3206

EXHIBIT 4  
OWNER CONSENT TO  
FOURTH AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY

THIS CONSENT is made and entered into this 22nd day of December,  
1995, by STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, an  
Illinois corporation (hereinafter referred to as "Owner");

WITNESSETH

WHEREAS, Weyerhaeuser Real Estate Company, a Washington corporation  
(hereinafter "Declarant"), executed the Declaration of Covenants, Conditions and  
Restrictions for Northwest Landing Commercial Property, which was recorded on  
August 24, 1992, under Pierce County Auditor's No. 9208240297; and,

WHEREAS, the Owner is the record Owner and holder of title in fee simple to  
a portion of the property which is subject to the provisions of the Declaration; and,

WHEREAS, the Declarant desires to amend the Declaration; and,

WHEREAS, Owner desires to consent to the amendment of the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of itself, its  
successors, assigns, and successors-in-title, to the amendment of the Declaration, as  
described above. Owner authorizes Declarant to detach this executed signature page  
and to reattach it to one original instrument for recording.

IN WITNESS WHEREOF, this Consent has been executed by a duly authorized  
officer of Owner and shall be effective as of the filing by Declarant of the Fourth  
Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Northwest Landing Commercial Property in the records of the Pierce County Auditor.

OWNER:

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY, an Illinois  
corporation

By: R.W. Kelly

Its: V.P. Operations

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



BK 1192PG3208

EXHIBIT 5  
OWNER CONSENT TO  
FOURTH AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY

THIS CONSENT is made and entered into this 22 day of November,  
1995, by THE ARCHAEOLOGICAL CONSERVANCY, a California non profit  
corporation (hereinafter referred to as "Owner");

WITNESSETH

WHEREAS, Weyerhaeuser Real Estate Company, a Washington corporation  
(hereinafter "Declarant"), executed the Declaration of Covenants, Conditions and  
Restrictions for Northwest Landing Commercial Property, which was recorded on  
August 24, 1992, under Pierce County Auditor's No. 9208240297; and,

WHEREAS, the Owner is the record Owner and holder of title in fee simple to  
a portion of the property which is subject to the provisions of the Declaration; and,

WHEREAS, the Declarant desires to amend the Declaration; and,

WHEREAS, Owner desires to consent to the amendment of the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of itself, its  
successors, assigns, and successors-in-title, to the amendment of the Declaration, as  
described above. Owner authorizes Declarant to detach this executed signature page  
and to reattach it to one original instrument for recording.

IN WITNESS WHEREOF, this Consent has been executed by a duly authorized  
officer of Owner and shall be effective as of the filing by Declarant of the Fourth  
Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Northwest Landing Commercial Property in the records of the Pierce County Auditor.

OWNER:

THE ARCHAEOLOGICAL  
CONSERVANCY, a California non profit  
corporation

By: Jimm Deabar  
is: Vice President

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

BK1192PG3209

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On November 22, 1995 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lynn Dunbar personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



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

9601260346

BK 1192PG3210

EXHIBIT 6  
OWNER CONSENT TO  
FOURTH AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY

THIS CONSENT is made and entered into this 28<sup>th</sup> day of November,  
1995, by SNH/WESTBLOCK CORPORATION, a Oregon corporation  
(hereinafter referred to as "Owner");

WITNESSETH

WHEREAS, Weyerhaeuser Real Estate Company, a Washington corporation  
(hereinafter "Declarant"), executed the Declaration of Covenants, Conditions and  
Restrictions for Northwest Landing Commercial Property, which was recorded on  
August 24, 1992, under Pierce County Auditor's No. 9208240297; and,

WHEREAS, the Owner is the record Owner and holder of title in fee simple to  
a portion of the property which is subject to the provisions of the Declaration; and,

WHEREAS, the Declarant desires to amend the Declaration; and,

WHEREAS, Owner desires to consent to the amendment of the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of itself, its  
successors, assigns, and successors-in-title, to the amendment of the Declaration, as  
described above. Owner authorizes Declarant to detach this executed signature page  
and to reattach it to one original instrument for recording.

IN WITNESS WHEREOF, this Consent has been executed by a duly authorized  
officer of Owner and shall be effective as of the filing by Declarant of the Fourth  
Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Northwest Landing Commercial Property in the records of the Pierce County Auditor.

OWNER:

SNH/WESTBLOCK CORPORATION, a  
Oregon corporation

By: Paul Hammer  
Its: President/Manager

9601260346

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

BK 1192PG3211

STATE OF OREGON )  
 )ss.  
County of Polk )

On this 28 day of NOVEMBER, 1995, before me, the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared PAUL HAMMER, to me known to be the PRESIDENT/MANAGER of SNH/WESTBLOCK CORPORATION, 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 is 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.

Forrest M Wells

FORREST M WELLS

(Type/Print Name)

Notary Public in and for the State of OREGON

residing at 5295 JEAN DR N. KENNY, OR 97138

My appointment expires: 4-16-98



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



BK 1206PG2033

**AMENDMENT**

1. The real property described on Exhibit A attached hereto is hereby designated as a District pursuant to Article 2, Membership and Voting Rights, 2.3 Districts.

**CONCLUSION**

In all other respects, the Declaration described above is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

By: James A. Nyberg  
James A. Nyberg  
Assistant Vice President

STATE OF WASHINGTON)  
  )ss.  
County of King                  )

On this 4th day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. NYBERG, to me known to be the Assistant 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 he is 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.

Laura M. M. DePaul  
Laura M. M. DePaul  
(Type/Print Name)

Notary Public in and for the State of Washington,  
residing at Sig Harbor  
My appointment expires: 3-1-99



9603120707

BK 1206PG 2034

EXHIBIT "A"

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - PARCEL "S"  
Job No. 129-42-930-005  
Revision of February 23, 1996

**LEGAL DESCRIPTION  
FOR PARCEL "S"**

That portion of the north half of Section 36, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

Beginning at Fort Lewis Monument No. 268 as shown on that Record of Survey by ESM, Inc., filed under Pierce County Recording No. 9303050249;

THENCE along the northerly margin of the Olympia Branch of the Northern Pacific Railroad (AKA Burlington Northern Railroad), S 71°38'13" W, 762.00 feet to the northeasterly margin of Barksdale Avenue;

THENCE along said northeasterly margin, northwesterly 31.78 feet along the arc of a non-tangent curve to the left, having a radius of 91.50 feet, the radius point of which bears S 48°03'46" W, through a central angle of 19°53'58" to a point of tangency;

THENCE continuing along said northeasterly margin, N 61°50'12" W, 49.08 feet to the westerly line of that 80 foot wide strip described in instrument filed under Pierce County Recording No. 8401170062;

THENCE along said westerly line, northerly 209.37 feet along the arc of a non-tangent curve to the right, having a radius of 956.32 feet, the radius point of which bears N 86°32'44" E, through a central angle of 12°32'39";

THENCE N 73°58'12" W, 63.03 feet to the easterly margin of Dupont-Stellacoom Highway;

THENCE along said easterly margin, N 31°28'47" E, 631.81 feet to a point of curvature;

THENCE continuing along said easterly margin, northeasterly 93.50 feet along the arc of a tangent curve to the left, having a radius of 840.50 feet, through a central angle of 6°22'26" to a point of non-tangency;

THENCE continuing along said easterly margin, N 21°31'03" E, 59.35 feet;

9603120707

BK 1206 PG 2035

EXHIBIT "A"

WRECO - PARCEL "S"  
Job No. 129-42-930-005  
Revision of February 23, 1996  
Page 2

THENCE S 88°21'09" E, 174.76 feet;

THENCE S 01°38'51" W, 418.71 feet;

THENCE S 88°17'10" E, 291.10 feet;

THENCE S 01°40'18" W, 272.90 feet to the POINT OF BEGINNING.

Containing 10.02 acres, more or less.

TOGETHER WITH the relinquishment of any rights to that portion of a 90 foot easement granted by instruments filed under Auditor's File Nos. 1311717 and 1311721 lying southerly of Dupont - Stellacoom Highway AND northerly of Barksdale Avenue.

See attached Exhibit "P-S".

Written By: R.J.W.  
Checked By: C.A.F.

Legal/129422



9603120707

BK 1206PG2036

EXHIBIT "A"

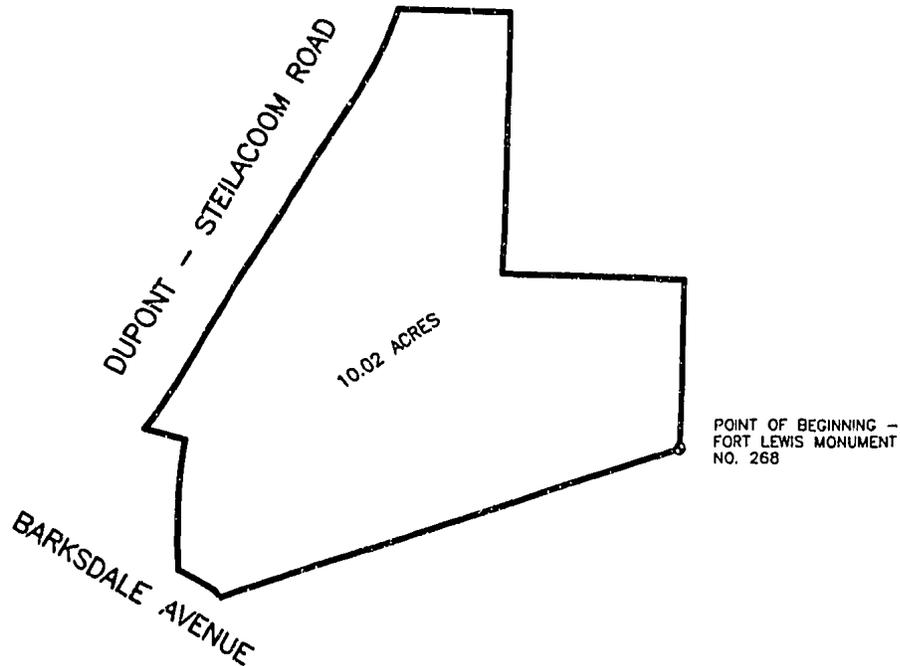
**EXHIBIT "P-S"**

TO ACCOMPANY LEGAL DESCRIPTION  
FOR PARCEL "S"

A PORTION OF THE NE 1/4 AND THE NW 1/4 OF  
SECTION 36, TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 200'



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

 **ESM Inc.**  
A CIVIL ENGINEERING, LAND SURVEYING, AND PROJECT MANAGEMENT CONSULTING FIRM

34004 9TH AVENUE SO., BLDG. A  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE: (206) 838-8113

JOB NO. 129-42-930-005  
 DRAWING NAME : EXH-PS  
 DATE : 02-23-96  
 DRAWN : C.A.F.  
 SHEET 1 OF 1

**9603120707**

9609110555

BK 12 64 PG 1888

AFTER RECORDING RETURN TO:  
WEYERHAEUSER REAL ESTATE COMPANY  
ATTN: Terri Vancil  
WRE 1-1  
Tacoma, WA 98477

96 SEP 11 PM 4: 22

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

**SIXTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made on the 10<sup>th</sup> day of September 1996, by Weyerhaeuser Real Estate Company, a Washington corporation ("Declarant") and Carino Homes, Inc., a Washington corporation ("Builder").

**BACKGROUND**

A. Declarant is the fee owner of a majority of the real property which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, and amended as set forth on Exhibit A to this Sixth Amendment (collectively, the "Commercial Declaration").

B. Builder is the fee owner of the real property described on Exhibit B to this Sixth Amendment (the "Property").

C. Declarant and Builder desire to remove the Property from the provisions of the Commercial Declaration, and to submit the Property to the provisions of the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, as recorded in the office of the Pierce County Auditor under file number 9403150847, Book 1001, Page 2645 (the "Residential Declaration"). This will be accomplished by the recording of the Second Amendment to the Residential Declaration immediately following the recording of this Sixth Amendment.

D. The Property is a portion of the real property being developed in phases as a condominium project known as Bay Colony Condominium. Currently only the Property will be removed from the provisions of the Commercial Declaration.

E. Article VIII Conversion to Residential Use, Section 8.4, of the Commercial Declaration allows the Declarant to unilaterally remove from its provisions any portion of real property previously submitted to the Commercial Declaration and to simultaneously submit such property to the provisions of the Residential Declaration.

F. Amendments to the Commercial Declaration made pursuant to Article VIII are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

9609110555

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IT IS DUE TO THE QUALITY OF THE DOCUMENT.

12-

BK 1264 PG 1889

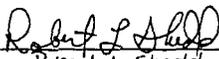
AMENDMENT

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Residential Declaration and Commercial Declaration, the Declarant and Builder hereby withdraw the Property from the provisions of the Commercial Declaration.

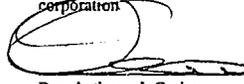
CONCLUSION

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

"Declarant"  
WEYERHAEUSER REAL ESTATE COMPANY,  
a Washington corporation

  
By: Robert L. Sheild  
Its: Vice President

"Builder"  
CARINO HOMES, INC., a Washington  
corporation

  
By: Anthony J. Carino  
Its: Co-President

NOTICE: IF THE DOCUMENT HAS BEEN FILED AS LESS THAN FINAL, THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9609110555

BK 12 64 PG 1890

STATE OF WASHINGTON )  
 )ss.  
County of King )

On this 10 day of Sept, 1996, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert I. Shedd, to me 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 he is 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.

Terril L. Vancil  
Terril L. Vancil

(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15/96

STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

On this 10 day of Sept, 1996, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony Carino, to me known to be the Co-President of Carino Homes, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is 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.

Terril L. Vancil  
Terril L. Vancil

(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15-96



9609110555

BK 12 64 PG 1891

EXHIBIT "A"  
TO  
SIXTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY

"_____" Amendment to Declaration of Covenants, Conditions & Restrictions for Northwest Landing Commercial Property	Recorded in the Office of the Pierce County Auditor Under File Number	Book/Page	Dated
First Amendment	9501100462	1091/0510	12/30/94
Second Amendment	9503150368	1105/3605	3/10/95
Third Amendment	9601090368	1188/1548	12/4/95
Fourth Amendment	9601260346	1192/3199	12/29/95
Fifth Amendment	9603120707	1206/2032	3/4/96

9609110555

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NOTICE: IF THE DOCUMENT IS NOT RECORDED AS REQUIRED BY LAW, THE QUALITY OF THE DOCUMENT IS NOT GUARANTEED.

BK 1264 PG 1892

**EXHIBIT B**

**TO SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., AS DESCRIBED IN AN INSTRUMENT RECORDED UNDER AUDITOR'S FEE NO. 951160563, RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON.

**EXCEPT ANY PORTION THEREOF LYING WITHIN THE MARGINS OF "CENTER DRIVE," "THOMPSON STREET," "THOMPSON CIRCLE," "MCDONALD AVENUE," "CIRCLE DR.," "CIRCLE DR. NW," AND "CIRCLE DR. S.E." AS DEPICTED ON SHEET 2 OF 5 OF BAY COLONY CONDOMINIUM PHASE I AS RECORDED UNDER AUDITOR'S FEE NO. 9512140248 RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON;**

**ALSO EXCEPT BAY COLONY CONDOMINIUM - PHASE I AS RECORDED UNDER AUDITOR'S FEE NO. 9512140248 RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON;**

**ALSO EXCEPT BAY COLONY CONDOMINIUM - PHASE II AS RECORDED UNDER AUDITOR'S FEE NO. 9604120319 RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON;**

**ALSO EXCEPT BAY COLONY CONDOMINIUM - PHASE III AS RECORDED UNDER AUDITOR'S FEE NO. 9605150817 RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON;**

**ALSO EXCEPT TRACT "A" AS DEPICTED ON SHEET 2 OF 5 OF SAID BAY COLONY CONDOMINIUM - PHASE I AS RECORDED UNDER AUDITOR'S FEE NO. 9512140248.**

9609110555

NOTICE: IF THE DOCUMENT HAS BEEN FILED IN LESS THAN 15 BUSINESS DAYS, THE QUALITY OF THE DOCUMENT MAY BE IMPROVED BY REQUESTING A COPY FROM THE RECORDS DIVISION.

9612240420 BK 1293 PG 0915

AFTER RECORDING RETURN TO:  
WEYERHAEUSER REAL ESTATE COMPANY  
ATTN: Terri Vancil  
WRE 1-1  
Tacoma, WA 98477

96 DEC 24 AM 11: 13

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

TRANS  
9607238  
DEC 24 1996

SEVENTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY

This Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property (the "Amendment") is made on the 19<sup>th</sup> day of December, 1996, by Weyerhaeuser Real Estate Company, a Washington corporation ("Declarant").

BACKGROUND

- A. Declarant is the fee owner of a majority of the real property which is subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, and amended as set forth on Exhibit A to this Seventh Amendment (collectively, the "Commercial Declaration").
- B. Article VII, Submission and Withdrawal of Property, Section 8.1 of the Commercial Declaration allows the Declarant, at any time until December 31, 2041, to unilaterally subject to the provisions of the Commercial Declaration all or any portion of the real property legally described on Exhibit "B" to that Commercial Declaration.
- C. Declarant is the fee owner of real property which is commonly referred to as Palisade Division 8, and is legally described on Exhibit "B" to the Commercial Declaration and on Exhibit "B" to this Seventh Amendment (the "Property").
- D. Declarant desires to subject the Property to the provisions of the Commercial Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.
- E. Submissions of real property pursuant to Article VIII, Section 8.1, are accomplished by and effective upon the recording of an amendment to the Commercial Declaration in the public records of Pierce County, Washington.

SUBMISSION OF REAL PROPERTY

- 1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Commercial Declaration, Declarant hereby subjects the Property commonly known as Palisade Division 8 to the provisions of the Commercial Declaration

9612240420

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

14

BK1293PG0916

CONCLUSION

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

"Declarant"  
WEYERHAEUSER REAL ESTATE COMPANY,  
a Washington corporation

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

STATE OF WASHINGTON )  
 )ss.  
County of King )

On this 19th day of December, 1996, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, to me known to be the Asst. Vice Pres 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 he is 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.



Sandra L. Roberts  
Sandra L. Roberts  
(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at Tacoma  
My appointment expires: NOV 1, 2000

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

BK 1293PG0917

EXHIBIT "A"  
TO  
SUPPLEMENTAL DECLARATION  
FOR PALISADE DIVISION 8

Supplements and Amendments to Declaration of Covenants, Conditions & Restrictions for Northwest Landing Commercial Property	Recorded in the Office of the Pierce County Auditor Under File Number	Book/Page	Dated
First Amendment	9501100462	1091/0510	12/30/94
Second Amendment	9503150168	1105/3605	3/10/95
Third Amendment	9601090368	1188/1548	12/4/95
Fourth Amendment	9601260346	1192/3199	12/29/95
Fifth Amendment	9603120707	1206/2032	3/4/96
Sixth Amendment	9609110555		10/9/96

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

BK 1293PG0918

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont-Northwest Landing  
Job No. 129-08-907-004  
Revision of December 19, 1996

**LEGAL DESCRIPTION FOR  
PALISADE DIVISION 8**

That portion of the northwest quarter of the southeast quarter of Section 26, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., said point also being known as Fort Lewis Monument No. 270 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording No. 9303050249;

THENCE along the westerly line of a tract conveyed by donation deed from the Weyerhaeuser Company to the City of Dupont as dated January 14, 1977 AND as shown on said Record of Survey, N 18°18'29" W, 693.66 feet to the southerly line of the plat of "Palisade Division I" as filed under Pierce County Recording No. 9405260691;

THENCE along said southerly line and the westerly extension thereof, S 71°41'31" W, 1167.31 feet to the centerline of Palisade Boulevard and a point of curvature;

THENCE along said centerline, northerly 8.56 feet along the arc of a non-tangent curve to the left, having a radius of 700.00 feet, the radius point of which bears S 84°27'44" W, through a central angle of 00°42'04" to a point of compound curvature;

THENCE continuing along said centerline, northwesterly 242.75 feet along the arc of a tangent curve to the left, having a radius of 1152.41 feet, through a central angle of 12°04'09" to a point of tangency;

THENCE continuing along said centerline, N 18°18'29" W, 2414.66 feet;

THENCE N 71°41'31" E, 55.00 feet to the easterly margin of said Palisade Boulevard AND the TRUE POINT OF BEGINNING;

**EXHIBIT B**

9612240420

34004 9th Ave. So., Bldg. A • Federal Way, Washington 98003  
Federal Way (206) 838-6113 • Tacoma (206) 927-0619 • Seattle (206) 613-5911 • Fax: (206) 838-7104

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

BK 1293 PG 0919

Dupont-Northwest Landing  
Job No. 129-08-907-004  
Revision of December 19, 1996  
Page 2

THENCE along said easterly margin the following courses:

northwesterly 39.27 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, the radius point of which bears N 18°18'29" W, through a central angle of 90°00'00" to a point of tangency;

N 18°18'29" W, 494.71 feet to a point of curvature;

northerly 21.68 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 49°40'47" to a point of reverse curvature;

northerly 60.89 feet along the arc of a tangent curve to the left, having a radius of 60.00 feet, through a central angle of 58°08'58" to a point of reverse curvature;

northerly 23.91 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 54°47'50" to a point of tangency;

THENCE N 28°01'10" E, 18.54 feet to a point of curvature;

THENCE northeasterly 212.11 feet along the arc of a tangent curve to the left, having a radius of 524.00 feet, through a central angle of 23°11'32";

THENCE S 85°10'22" E, 55.83 feet;

THENCE S 62°48'39" E, 132.16 feet;

THENCE S 07°52'26" W, 116.29 feet;

THENCE S 82°07'34" E, 65.00 feet;

THENCE S 11°19'16" E, 77.20 feet;

THENCE S 36°29'21" E, 41.47 feet;

THENCE S 76°59'43" E, 142.81 feet;

THENCE S 22°54'17" E, 41.61 feet;

THENCE S 08°34'30" W, 61.72 feet;

THENCE S 27°50'25" W, 34.04 feet;

THENCE S 05°36'11" E, 21.42 feet;

9612240420

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

BK 1293PG0920

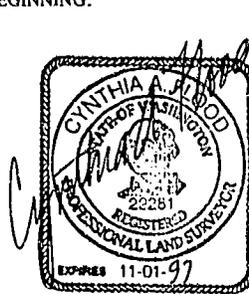
Dupont-Northwest Landing  
Job No. 129-08-907-004  
Revision of December 19, 1996  
Page 3

THENCE S 42°06'31" W, 52.40 feet;  
THENCE N 46°52'02" W, 33.77 feet;  
THENCE S 72°43'55" W, 63.42 feet;  
THENCE S 19°02'59" E, 167.35 feet;  
THENCE S 32°27'02" E, 2.01 feet;  
THENCE N 76°12'27" E, 16.71 feet;  
THENCE S 13°06'07" E, 44.11 feet;  
THENCE S 64°35'17" W, 88.85 feet;  
THENCE S 71°41'31" W, 169.98 feet to the TRUE POINT OF BEGINNING.

Containing 5.30 acres, more or less.

See attached Exhibit "M5".

Written by: C.A.F.  
Checked by: R.J.W.



12-19-96

legal/1290834

9612240420

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

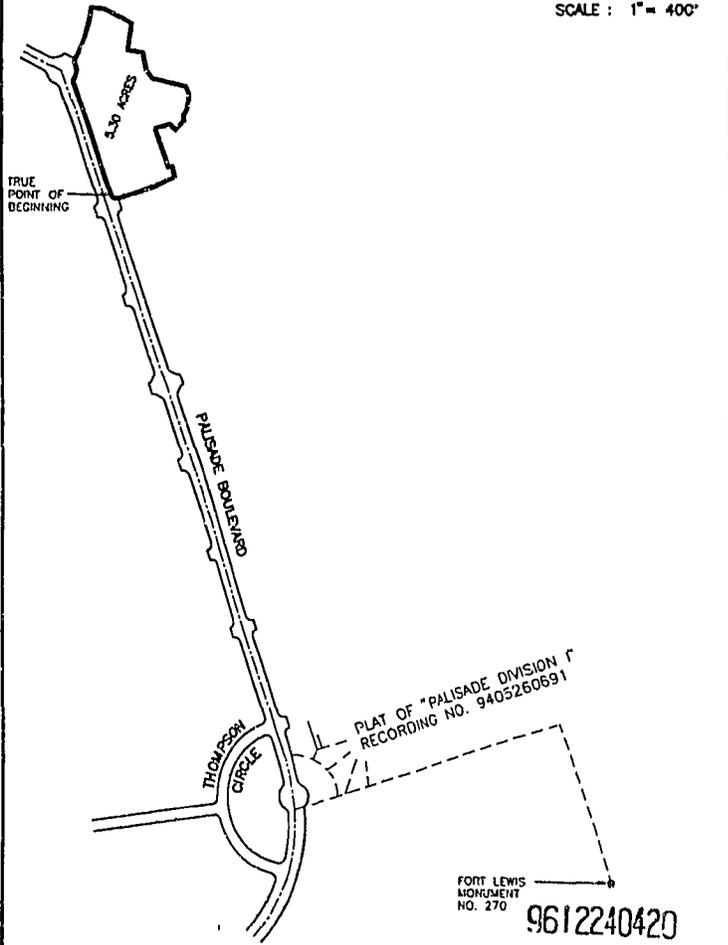
BK 1293 PG 0921

**EXHIBIT "M5"**

TO ACCOMPANY LEGAL DESCRIPTION FOR  
5 ACRE MULTI-FAMILY PARCEL  
A PORTION OF THE SE 1/4 OF SECTION 28,  
TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 400'



**ESM Inc.**  
A FULL SERVICE SURVEYING AND MAPPING COMPANY  
 21004 8TH AVENUE SW, BLDG. A  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE: (206) 838-8112

JOB NO. 129-08-907-004  
 DRAWING NAME : EXH-05  
 DATE : 12-19-90  
 DRAWN : C.A.F.  
 SHEET 1 OF 1

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

9709160068

BK1389PG0007

97 SEP 16 AM 8:46

RECORDED  
CATHY PEARSALL-STYREN  
AUDITOR PIERCE CO. WASH

Return Address

RETURN TO:  
PUBLIC WORKS AND UTILITIES  
9118 Gravelly Lake Dr. S.W.  
Tacoma, WA 98409-3189

Please print legibly or type information.

Document Title(s) (Or transactions contained therein):

1. SANITARY SEWER EASEMENT
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. WYERHARUSIA REAL ESTATE COMPANY
  - 2.
  - 3.
  - 4.
5.  Additional Names on Page \_\_\_\_\_ of Document

Grantee(s) (Last name first, then first name and initials):

1. PIERCE COUNTY
  - 2.
  - 3.
  - 4.
5.  Additional Names on Page \_\_\_\_\_ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

N1/4NW 36-19-1E-2000

Legal Description is on Page 2 of Document.

Reference Number(s) (Of documents assigned or released):

N/A

Additional Reference Numbers on Page \_\_\_\_\_ of Document

Assessor's Property Tax Parcel/Account Number

011925-3-008

EXCISE TAX EXEMPT DATE 9-16-97  
Pierce County

By E. Drury Auth. Sig

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.

9709160068



1389PG0009

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Northwest Landing-DuPont  
Parcel S  
Job No. 129-42-930-006  
October 9, 1996

**LEGAL DESCRIPTION FOR  
THE PUMP STATION NEAR  
PARCEL "S"**

That portion of the northeast quarter of the northwest quarter of Section 36, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 266, being a 6" x 6" concrete monument with 1-1/4" pipe as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording No. 9303050249;

THENCE N 01°38'51" E, 406.74 feet to the southerly line of that 100 foot wide power easement conveyed by instrument filed Pierce County Recording No. 1969690;

THENCE along said southerly line, N 87°24'07" W, 262.78 feet to the westerly margin of DuPont-Steilacoom Highway as shown on said Record of Survey AND the TRUE POINT OF BEGINNING;

THENCE continuing along said southerly line, N 87°24'07" W, 95.54 feet;

THENCE S 02°35'53" W, 50.00 feet;

THENCE S 87°24'07" E, 67.95 feet to said westerly margin of DuPont-Steilacoom Highway;

THENCE along said westerly margin, N 31°28'47" E, 57.10 feet to the TRUE POINT OF BEGINNING.

Containing 4,085 sq. ft. more or less.

See attached Exhibit "SS".

Written by: CAF  
Checked by: JDK

Legal/129423



34004 9th Ave. So., Bldg. A • Federal Way, Washington 98003  
Federal Way (206) 838-6113 • Tacoma (206) 927-0619 • Seattle (206) 623-5911 • Fax: (206) 838-7104

10-09-96  
9709160068

2025 RELEASE UNDER E.O. 14176

EX 1389P600

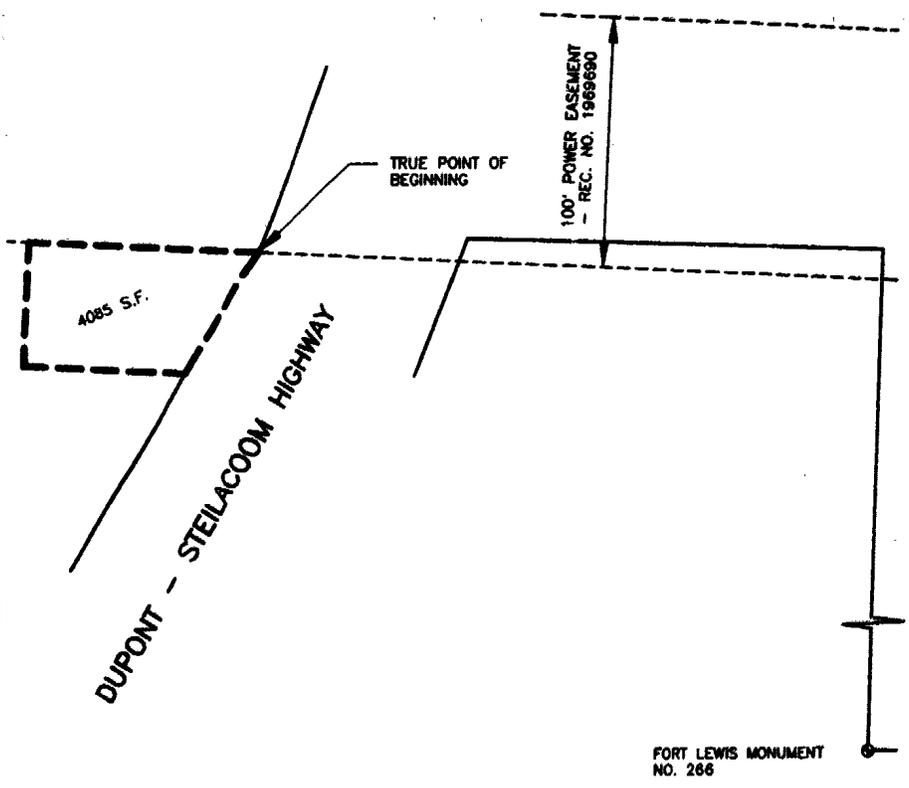
**EXHIBIT "SS"**

TO ACCOMPANY LEGAL DESCRIPTION  
FOR PUMP STATION NEAR PARCEL "S"

A PORTION OF THE NE 1/4 AND THE NW 1/4 OF  
SECTION 36, TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 50'



**ESM Inc.**  
 A MEMBER OF THE STOUT GROUP OF COMPANIES  
 34004 9th AVENUE SO., BLDG. A  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE: (206) 638-6113

JOB NO. 129-42-930-006  
 DRAWING NAME : EXH-SS  
 DATE : 10-09-98  
 DRAWN : C.A.F.  
 SHEET 1 OF 1



9710170646

BK 1402PG0363

2

AFTER RECORDING RETURN TO:

97 OCT 17 PM 2:47

Terri Vancil  
Weyerhaeuser Real Estate Company  
WRE 1-1  
Tacoma, WA 98477

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

Document Title(s) (or transactions contained therein):	
1.	<b>Eighth Amendment to Covenants, Conditions and Restrictions for Northwest Landing Commercial Properties</b>
2.	
3.	
4.	
<b>TRANS</b> <i>9722450W</i> <b>OCT 17 1997</b>	
Grantor(s) Name (last, first, and initials):	
1.	<b>Weyerhaeuser Real Estate Company, a Washington corporation</b>
2.	<b>Carino Homes, Inc., a Washington corporation</b>
3.	
4.	
5.	<input type="checkbox"/> Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials):	
1.	<b>The Public</b>
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)	
<b>A portion of the Northwest Quarter of the Southeast Quarter of Section 26, Township 19 North, Range 1 East of the W.M.</b>	
Legal Description is on pages <u>5</u> through <u>6</u> of this Document.	
Reference Number(s) of Documents Assigned or Released:	
1.	<b>N/A</b>
2.	
3.	
4.	<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s)	
<b>A portion of: 01-19-26-4-009</b>	

Palisade Village Division 8

9710170646

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

13-



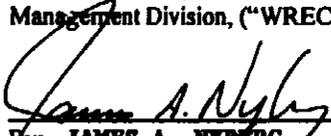
BK1402PG0365

CONCLUSION

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

Declarant:

WEYERHAEUSER REAL ESTATE COMPANY,  
a Washington corporation, through its Land  
Management Division, ("WRECO")

  
By: JAMES A. NYBERG  
print name of signatory  
Its: ASST. VICE PRESIDENT

Date: OCTOBER 9, 1997

Consented to by:

CARINO HOMES, INC., a Washington corporation  
("Builder")

  
By: ERNEST J. CARINO  
print name of signatory  
Its: VICE-PRESIDENT

Date: 10-13-97

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

9710170646

BK1402PG0366

STATE OF WASHINGTON )  
 )ss.  
County of King )

On this 9<sup>TH</sup> day of OCTOBER, 1997, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. NYBERG to me 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



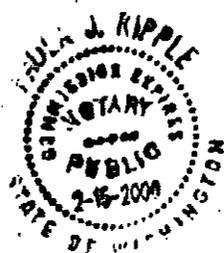
Witness my hand and official seal hereto affixed the day and year first above written.

*Terri L. Vancil*  
TERRI L. VANCIL  
(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at OLALLA, WASHINGTON  
My appointment expires: 12/15/2000

STATE OF WASHINGTON )  
 )ss.  
County of PIERCE )

On this 13<sup>TH</sup> day of October, 1997, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FRANK J. CARINO to me known to be the VICE-PRESIDENT of Carino Homes, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is 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.



*Paula J. Ripplé*  
PAULA J. RIPPLÉ  
(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at UNIVERSITY PLACE  
My appointment expires: 2-15-2000

9710170646

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

BK 1402PG0367

**EXHIBIT A  
TO EIGHTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., SAID POINT ALSO BEING KNOWN AS FORT LEWIS MONUMENT NO. 270 AS SHOWN ON THAT RECORD OF SURVEY BY ESM, INC. FILED UNDER PIERCE COUNTY RECORDING NO. 9303050249;

THENCE ALONG THE WESTERLY LINE OF A TRACT CONVEYED BY DONATION DEED FROM THE WEYERHAEUSER COMPANY TO THE CITY OF DUPONT AS DATED JANUARY 14, 1977 AND AS SHOWN ON SAID RECORD OF SURVEY, NORTH 18°18'29" WEST 693.66 FEET TO THE SOUTHERLY LINE OF THE PLAT OF "PALISADE DIVISION 1" AS FILED UNDER PIERCE COUNTY RECORDING NO. 9405260691;

THENCE ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, SOUTH 71°41'31" WEST, 1167.31 FEET TO THE CENTERLINE OF PALISADE BOULEVARD AND A POINT OF CURVATURE;

THENCE ALONG SAID CENTERLINE, NORTHERLY 8.56 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 84°27'44" WEST, THROUGH A CENTRAL ANGLE OF 00°42'04" TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID CENTERLINE, NORTHWESTERLY 242.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1152.41 FEET, THROUGH A CENTRAL ANGLE OF 12°04'09" TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 18°18'29" WEST, 2414.66 FEET;

THENCE NORTH 71°41'31" EAST 55.00 FEET TO THE EASTERLY MARGIN OF SAID PALISADE BOULEVARD AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY MARGIN OF THE FOLLOWING COURSES:

NORTHWESTERLY 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 18°18'29" WEST, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY;

NORTH 18°18'29" WEST, 494.71 FEET TO A POINT OF CURVATURE;

NORTHERLY 21.68 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 49°40'47" TO A POINT OF REVERSE CURVATURE;

NORTHERLY 60.89 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 58°08'58" TO A POINT OF REVERSE CURVATURE;

NORTHERLY 23.91 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 54°47'50" TO A POINT OF TANGENCY;

THENCE NORTH 28°01'10" EAST, 18.54 FEET TO A POINT OF CURVATURE;

9710170646

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

BK 1402PG0368

THENCE NORTHEASTERLY 212.11 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 524.00 FEET, THROUGH A CENTRAL ANGLE OF 23°11'32";

THENCE SOUTH 85°10'22" EAST, 55.83 FEET;  
THENCE SOUTH 62°48'39" EAST, 132.16 FEET;  
THENCE SOUTH 07°52'26" WEST, 116.29 FEET;  
THENCE SOUTH 82°07'34" EAST, 65.00 FEET;  
THENCE SOUTH 11°19'16" EAST, 77.20 FEET;  
THENCE SOUTH 36°29'21" EAST, 41.47 FEET;  
THENCE SOUTH 76°59'43" EAST, 142.81 FEET;  
THENCE SOUTH 22°54'17" EAST, 41.61 FEET;  
THENCE SOUTH 08°34'30" WEST, 61.72 FEET;  
THENCE SOUTH 27°50'25" WEST, 34.04 FEET;  
THENCE SOUTH 05°36'11" EAST, 21.42 FEET;  
THENCE SOUTH 42°06'31" WEST, 52.40 FEET;  
THENCE NORTH 46°52'02" WEST, 33.77 FEET;  
THENCE SOUTH 72°43'55" WEST, 63.42 FEET;  
THENCE SOUTH 19°02'59" EAST, 167.35 FEET;  
THENCE SOUTH 32°27'02" EAST, 2.01 FEET;  
THENCE NORTH 76°12'27" EAST, 16.71 FEET;  
THENCE SOUTH 13°06'07" EAST, 44.11 FEET;  
THENCE SOUTH 64°35'17" WEST, 88.85 FEET;  
THENCE SOUTH 71°41'31" WEST, 169.98 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 5.30 ACRES, MORE OR LESS

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

9710170646

2

PIERCE COUNTY  
9803170310  
3-17-1998 12:49 PM  
Fee Amt: \$12.00

**AFTER RECORDING RETURN TO:**

WEYERHAEUSER REAL ESTATE COMPANY  
ATTN: TERRI VANCIL  
1408 Palisade Boulevard  
DuPont, WA 98327

Grantor: Weyerhaeuser Real Estate Company	Grantee: The Public
Abbreviated Legal: portion of NW Quarter of SW Quarter of Sec 26, Twn 19 N, R 1 E; W.M. The complete legal description is on page <u>3-4</u>	Reference Number: 9208240297
Tax Parcel No: a portion of 01-19-26-4-009	

TRANS  
9803248W  
MAR 17 1998

**NINTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

This Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made by Weyerhaeuser Real Estate Company, a Washington corporation, through its Land Management Division ("Declarant").

**BACKGROUND**

- A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, together with all amendments (collectively, the "Commercial Declaration").
- B. Declarant is the fee owner of the real property legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Ninth Amendment (the "Property").
- C. Declarant desires to subject the Property to the provisions of the Commercial Declaration in accordance with the overall plan for development of the master planned community in DuPont, Washington known as Northwest Landing.
- D. Declarant has removed the Property from the provisions of the Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded in the office of the Pierce County Auditor under file number 9403150847, Book 1001, Page 2645, by recording the Fifth Amendment to the Covenants, Conditions and Restrictions for Northwest Landing Residential Property under Pierce County Auditor's file number 9803170309.
- E. Article VIII, Subsection 8.1 Submission without Approval of Membership of the Commercial Declaration allows the Declarant to unilaterally subject to its provisions all or any portion of the real property described on Exhibit B to the Commercial Declaration.

**9803170310**

12-

F. Amendments to the Commercial Declaration that are made pursuant to Article VIII are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**AMENDMENT**

In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Residential Declaration and Commercial Declaration, the Declarant and Builder hereby withdraw the Property from the provisions of the Commercial Declaration.

**CONCLUSION**

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

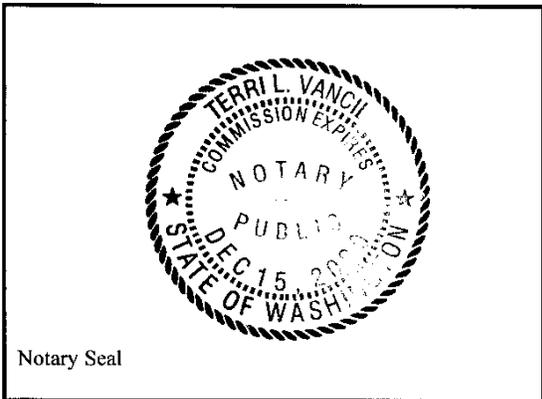
Date: 3-4-98

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

STATE OF WASHINGTON )  
 )ss.  
County of King )

On this 4<sup>th</sup> day of March, 1998, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, to me 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 he is 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 Seal

Terri L. Vancil  
Terri L. Vancil  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15/2000

**9803170310**



DuPont - Northwest Landing  
Job No. 129-39-970-003  
January 23, 1998

**EXHIBIT A-1****LEGAL DESCRIPTION FOR  
MIXED USE LOT WITHIN PALISADE DIVISIONS 6 AND 7**

That portion of the northwest quarter of the southeast quarter of Section 26, Township 19 North, Range 1 East, W.M. City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., said point also being know as Fort Lewis Monument Number 270 as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording Number 9303050249;

THENCE along the westerly line of a track conveyed by donation deed from the Weyerhaeuser Company to the City of DuPont, as dated January 14, 1977 AND as shown on said Record of Survey, N 18°18'29" W, 693.66 feet to the southerly line of the plat of "Palisade Division 1" as filed under Pierce County Recording Number 9405260691;

THENCE along said southerly line and the westerly extension thereof, S 71°41'31" W, 1167.31 feet to the centerline of Palisade Boulevard and a point of curvature;

THENCE along said centerline, northerly 8.56 feet along the arc of a non-tangent curve to the left, having a radius of 700.00 feet, the radius point of which bears S 84°27'44" W, through a central angle 00°42'04" to a point of compound curvature;

THENCE continuing along said centerline northwesterly 242.75 feet along the arc of a tangent curve to the left, having a radius of 1152.41 feet, through a central angle of 12°04'09" to a point of tangency;

THENCE continuing along said centerline N 18°18'29" W, 2999.18 feet;

THENCE continuing along said centerline, N 61°58'50" W, 64.81 feet;

THENCE N 28°01'10" E, 30.00 feet to the northeasterly margin of said Palisade Boulevard AND the TRUE POINT OF BEGINNING;

THENCE along said northeasterly margin, N 61°58'50" W, 128.60 feet;

THENCE N 20°42'57" E, 202.21 feet;

DuPont-Northwest Landing  
Job No. 129-39-970-003  
Page Two

THENCE N 77°09'54"E, 40.68 feet to the westerly line of that sanitary sewer easement described in instrument filed under Pierce County Recording Number 9612190226;

THENCE along said westerly line, N 13°09'26" W, 90.00 feet;

THENCE N 76°46'11" E, 96.82 feet to a point of curvature;

THENCE southeasterly 40.02 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 91°43'10" to a point of compound curvature;

THENCE southerly 322.89 feet along the arc of a tangent curve to the right, having a radius of 468.00 feet, through a central angle of 39°31'49" to a point of tangency;

THENCE S 28°01'10" W, 24.94 feet to a point of curvature;

THENCE southwesterly 20.89 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 47°53'15" to the northerly line of said Palisade Boulevard AND a point of reverse curvature;

THENCE southwesterly 7.92 feet along the arc of a tangent curve to the left, having a radius of 60.00 feet, through a central angle of 07°34'02" to a point of reverse curvature;

THENCE continuing along said northerly margin, westerly 21.68 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 49°40'47" to the TRUE POINT OF BEGINNING.

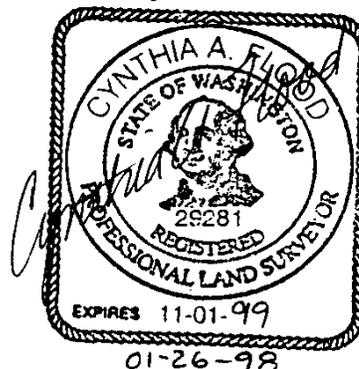
Containing 1.22 acres (53,015 SF), more or less.

See attached exhibit "MU"

Written by: C.A.F.

Checked by: R.J.W.

\\esm2\vol1\engr\esm-jobs\129\39\document\dupontleg.doc



**9803170310**

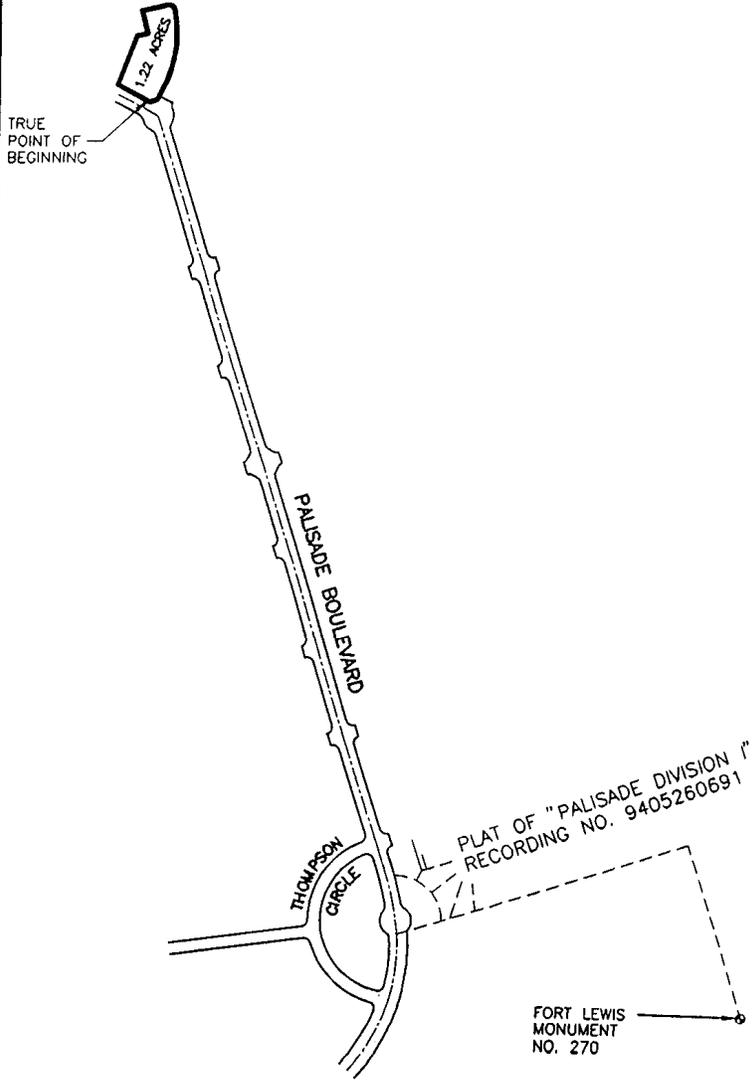
EXHIBIT A-2

**EXHIBIT "MU"**

TO ACCOMPANY LEGAL DESCRIPTION FOR  
MIXED USE LOT WITHIN PALISADE DIVISIONS 6 AND 7  
A PORTION OF THE SE 1/4 OF SECTION 26,  
TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 500'



**ESM** Consulting Engineers, L.L.C.

Civil Engineering • Land Surveying • Project Management

730 So. 348th Street • Federal Way, WA 98003  
Phone: (253) 836-8113 • (253) 827-0618



JOB NO. 129-39-970-003  
DRAWING NAME : 129\39\PLOTS\EXH-MU  
DATE : 01-26-98  
DRAWN : C.A.F./R.J.W  
SHEET 1 OF 1

**9803170310**

**After Recording Return To:**

Pierce County Public Utilities  
9116 Gravelly Lake Drive Southwest  
Lakewood, WA 98499  
Attn: \_\_\_\_\_

Document Title(s) (or transactions contained therein):	
1. Sanitary Sewer Easement	<b>ORIGINAL</b>
2.	
3.	
4.	
Grantor(s) Name (last, first, and initials):	
1. Weyerhaeuser Real Estate Company, a Washington corporation	
2.	
3.	
4.	
5. <input type="checkbox"/> Additional Names on Page _____ of Document	
Grantee(s) Name (last, first, and initials):	
1. Pierce County, a Political subdivision in the State of Washington	
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 northeast quarter of the northwest quarter of Section 36, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington.	
Legal Description is on pages 3 and 4 of Document.	
Reference Number(s) of Documents Assigned or Released:	
1. Not Applicable	
2.	
3.	
4. <input type="checkbox"/> Additional Reference Numbers on Page _____ of Document	
Assessor's Tax Parcel / Account Number(s)	
01-19-36-2-043	

EXCISE TAX EXEMPT DATE 6-22-98  
Pierce County

By PC

**9806220227**

DP



**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

## EXHIBIT A

Northwest Landing-DuPont  
Parcel S  
Job No. 129-42-930-006  
October 9, 1996

### LEGAL DESCRIPTION FOR THE PUMP STATION NEAR PARCEL "S"

That portion of the northeast quarter of the northwest quarter of Section 36, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 266, being a 6" x 6" concrete monument with 1-1/4" pipe as shown on that Record of Survey by ESM, Inc. filed under Pierce County Recording No. 9303050249;

THENCE N 01°38'51" E, 406.74 feet to the southerly line of that 100 foot wide power easement conveyed by instrument filed Pierce County Recording No. 1969690;

THENCE along said southerly line, N 87°24'07" W, 262.78 feet to the westerly margin of DuPont-Steilacoom Highway as shown on said Record of Survey AND the TRUE POINT OF BEGINNING;

THENCE continuing along said southerly line, N 87°24'07" W, 95.54 feet;

THENCE S 02°35'53" W, 50.00 feet;

THENCE S 87°24'07" E, 67.95 feet to said westerly margin of DuPont-Steilacoom Highway;

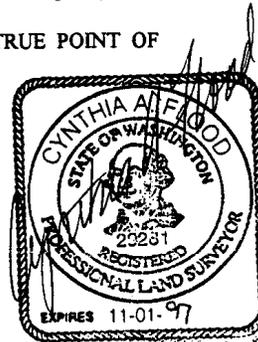
THENCE along said westerly margin, N 31°28'47" E, 57.10 feet to the TRUE POINT OF BEGINNING.

Containing 4,085 sq. ft. more or less.

See attached Exhibit "SS".

Written by: CAF  
Checked by: JDK

Legal/129423



10-09-96

34004 9th Ave. So., Bldg. A • Federal Way, Washington 98003  
Federal Way (206) 838-6113 • Tacoma (206) 927-0619 • Seattle (206) 623-5911 • Fax: (206) 838-7104

**9806220227**

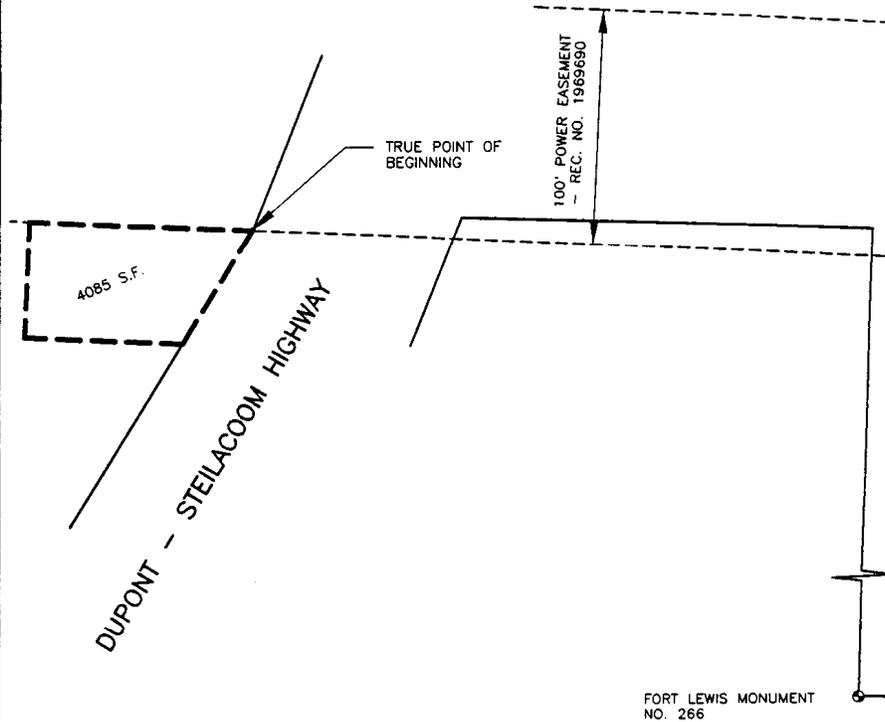
**EXHIBIT "SS"**

TO ACCOMPANY LEGAL DESCRIPTION  
FOR PUMP STATION NEAR PARCEL "S"

A PORTION OF THE NE 1/4 AND THE NW 1/4 OF  
SECTION 36, TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 50'



**ESM inc.**  
A CIVIL ENGINEERING, LAND SURVEYING, AND PROJECT MANAGEMENT CONSULTING FIRM  
34004 9TH AVENUE S.D., BLDG. A  
FEDERAL WAY, WASHINGTON 98003  
PHONE: (206) 838-6113

JOB NO. 129-42-930-006  
DRAWING NAME : EXH-SS  
DATE : 10-09-96  
DRAWN : C.A.F.  
SHEET 1 OF 1

**EXHIBIT A**

9806220227

PIERCE COUNTY, WA  
9807070025  
7-7-1998 08:30 am  
Fee Amt: \$10.00

**AFTER RECORDING RETURN TO:**

WEYERHAEUSER REAL ESTATE COMPANY  
NORTHWEST LANDING  
ATTN: TERRI VANCIL  
1408 Palisade Boulevard  
DuPont, WA 98327

Grantor: Weyerhaeuser Real Estate Company	Grantee: The Public
Abbreviated Legal: portion of NE and SE Quarter of the NW Quarter of Sec 35; Twn 19 N, R 1 E; W.M. The complete legal description is on page <u>3</u>	Reference Number: 9208240297
Tax Parcel No: a portion of 01-19-35-2-036 and 01-19-35-037	

**TRANS**  
*9807875W*  
**JUL 06 1998** **TENTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

This Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made by Weyerhaeuser Real Estate Company, a Washington corporation, through its Land Management Division ("Declarant").

**BACKGROUND**

- A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, together with all amendments (collectively, the "Commercial Declaration").
- B. Declarant is the fee owner of the real property legally described on Exhibit "A" this Tenth Amendment (the "Property").
- C. Declarant desires to subject the Property to the provisions of the Commercial Declaration in accordance with the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.
- D. Article VIII, Subsection 8.1 Submission without Approval of Membership of the Commercial Declaration allows the Declarant to unilaterally subject to its provisions all or any portion of the real property described on Exhibit B to the Commercial Declaration.
- E. Amendments to the Commercial Declaration that are made pursuant to Article VIII are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**9807070025**

**AMENDMENT**

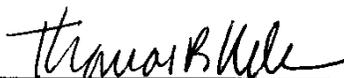
In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Commercial Declaration, the Declarant hereby submits the Property to the provisions of the Commercial Declaration.

**CONCLUSION**

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

Date: 6-16-98



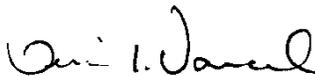
By: Thomas B. Miller

Its: Vice President

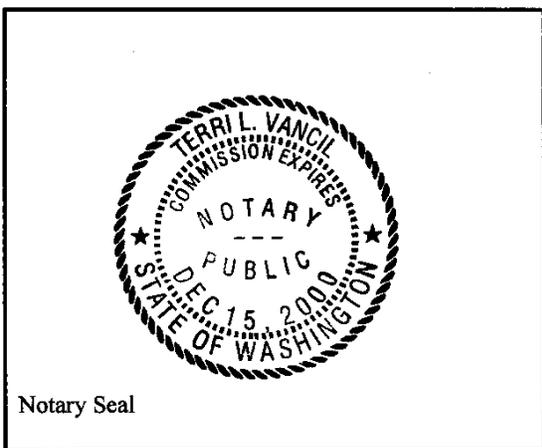
STATE OF WASHINGTON    )  
  )ss.  
County of King            )

On this 16 day of June, 1998, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, to me 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 he is 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.



Terri L. Vancil  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15/2000



**9807070025**

**Exhibit "A"**  
**to**  
**Tenth Amendment to**  
**Covenants, Conditions and Restrictions for Northwest Landing Commercial Property**

Lot D of City of DuPont Large Lot Division 96-1. as per survey recorded March 14, 1997, under Pierce County Auditor's file number 9703140164.

Situate in the City of DuPont, County of Pierce, State of Washington.

**9807070025**

**AFTER RECORDING RETURN TO:**

WEYERHAEUSER REAL ESTATE COMPANY  
NORTHWEST LANDING  
ATTN: TERRI VANCIL  
1408 Palisade Boulevard  
DuPont, WA 98327

Grantor: Weyerhaeuser Real Estate Company	Grantee: The Public
Abbreviated Legal: Northeast Quarter of Section 34, Township 19 North, Range 1 East and the Northwest Quarter of Section 35, Township 19 North, Range 1 East W.M.	Reference Number: 9208240297
The complete legal description is on pages 3 and 4	
Tax Parcel No: a portion of 0119341000 and 0119352041	

**ELEVENTH AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

This Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made by Weyerhaeuser Real Estate Company, a Washington corporation, through its Land Management Division ("Declarant").

**BACKGROUND**

- A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, together with all amendments (collectively, the "Commercial Declaration").
- B. Declarant is the fee owner of the real property legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Eleventh Amendment (the "Property").
- C. Declarant desires to subject the Property to the provisions of the Commercial Declaration in accordance with the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.
- D. Article VIII, Subsection 8.1 Submission without Approval of Membership of the Commercial Declaration allows the Declarant to unilaterally subject to its provisions all or any portion of the real property described on Exhibit B to the Commercial Declaration.
- E. Amendments to the Commercial Declaration that are made pursuant to Article VIII are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**AMENDMENT**

In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Commercial Declaration, the Declarant hereby submits the Property to the provisions of the Commercial Declaration.

**CONCLUSION**

In all other respects, the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

*Thomas B Miller*

Date: December 17, 1999

By: Thomas B. Miller  
Its: Vice President

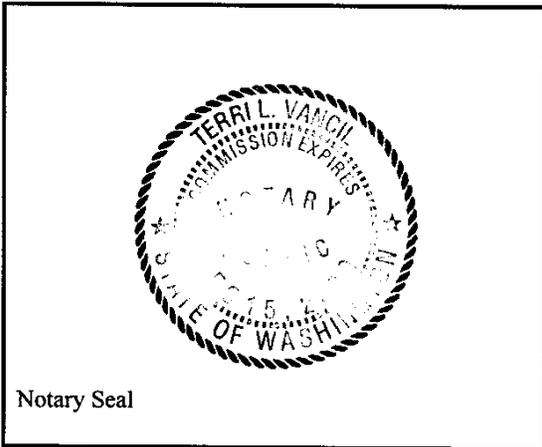
STATE OF WASHINGTON    )  
                                  )ss.  
County of King            )

On this 17 day of December, 1999, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, to me 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 he is 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.

*Terri L Vancil*

Terri L. Vancil  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15/2000



Notary Seal

**Exhibit "A-1"**  
**to**  
**Eleventh Amendment to**  
**Covenants, Conditions and Restrictions for Northwest Landing Commercial Property**

That portion of the northeast quarter of Section 34 and of the northwest quarter of Section 35, both in Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the northeast corner of said Section 34, being a 6" x 6" concrete monument with chiseled "X" as shown on that Record of Survey by ESM, Inc. recorded under Pierce County Recording Number 9303050249;

THENCE S 02°29'29" W, 1324.23 feet to Fort Lewis Monument No. 274, being an 8" x 8" concrete monument with chiseled "X" on the northerly line of Fort Lewis as shown on said record of survey AND the TRUE POINT OF BEGINNING;

THENCE along said northerly line, N 87°42'57" W, 2044.08 feet to the westerly line of that power easement granted by instrument recorded under Pierce County Recording No. 9004190543;

THENCE along said westerly line, N 45°09'55" E, 54.32 feet;

THENCE continuing along said westerly line, N 42°58'59" E, 1592.48 feet;

THENCE S 64°34'46" E, 184.48 feet to a point of curvature;

THENCE southeasterly 40.06 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 91°49'11";

THENCE S 62°45'35" E, 49.00 feet to a point of curvature;

THENCE northeasterly 2.95 feet along the arc of a non-tangent curve to the left, having a radius of 374.50 feet, the radius point of which bears N 62°45'35" W, through a central angle of 00°27'04" to a point of reverse curvature;

THENCE northeasterly 38.67 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 88°37'53" to a point of tangency;

THENCE S 64°34'46" E, 459.35 feet to a point of curvature;

THENCE southeasterly 28.53 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of 46°41'47" to a point of reverse curvature;

THENCE southeasterly 98.62 feet along the arc of a tangent curve to the left, having a radius of 60.50 feet, through a central angle of 93°23'34" to a point of reverse curvature;

THENCE easterly 28.53 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of 46°41'47" to a point of tangency;

THENCE S 64°34'46" E, 456.00 feet to a point of curvature;

THENCE southeasterly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°00'00";

THENCE S 64°34'46" E, 49.00 feet to a point of curvature;

THENCE northeasterly 39.27 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, the radius point of which bears S 64°34'46" E, through a central angle of 90°00'00" to a point of tangency;

THENCE S 64°34'46" E, 98.44 feet;

THENCE S 25°17'45" W, 157.71 feet;

THENCE S 67°40'43" W, 25.21 feet;

THENCE S 48°03'32" W, 63.25 feet;

THENCE S 34°50'17" W, 51.49 feet to a point of curvature;

THENCE southwesterly 28.36 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 16°14'52" to a point of tangency;

THENCE S 18°35'25" W, 33.89 feet to a point of curvature;

THENCE southerly 85.86 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 49°11'30";

THENCE S 21°51'14" W, 9.93 feet;

THENCE S 13°29'28" E, 67.61 feet to a point of curvature;

THENCE southeasterly 34.87 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 19°58'37" to a point of tangency;

THENCE S 33°28'05" E, 42.64 feet to a point of curvature;

THENCE southeasterly 82.76 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 47°24'56" to a point of tangency;

THENCE S 80°53'01" E, 32.35 feet;

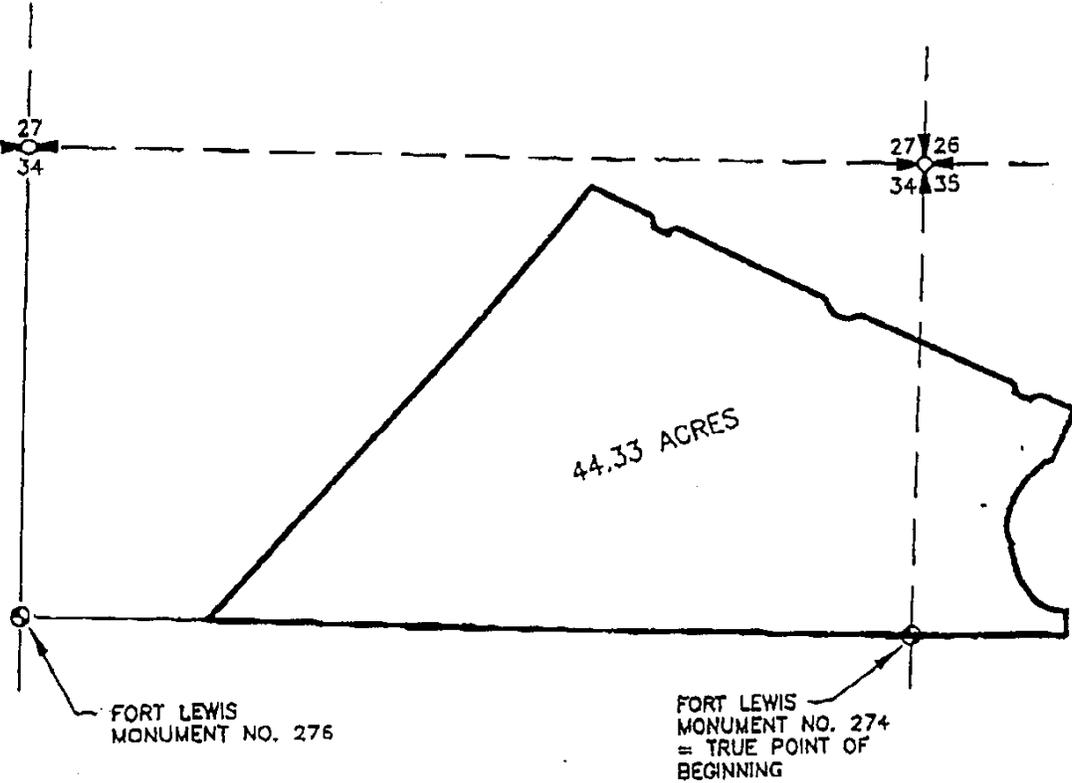
THENCE S 01°26'44" W, 68.76 feet to said northerly line of Fort Lewis as shown on said record of survey;

THENCE along said northerly line, N 88°33'16" W, 433.82 feet to the TRUE POINT OF BEGINNING.

Situate in the City of DuPont, County of Pierce, State of Washington.

Containing 44.33 acres, more or less.

# EXHIBIT A-2



  
 200011080374 11 pg  
 11-8-2000 12:48pm \$18.00  
 PIERCE COUNTY, WASHINGTON

**AFTER RECORDING RETURN TO:**

WEYERHAEUSER REAL ESTATE COMPANY  
 NORTHWEST LANDING  
 ATTN: TERRI VANCIL  
 1408 PALISADE BOULEVARD  
 DUPONT, WA 98327

Grantor: Weyerhaeuser Real Estate Company	Grantee: The Public
Abbreviated Legal: a portion of the Southwest Quarter of Section 26, Township 19 North, Range 1 East of the W.M. The complete legal description is on pages 3 and 4	Reference Numbers: 9208240297, 9501100462, #9501100462, #9503150368, #9601090368, #9601260346, #9603120707, #9609110555, #9612240420, #97100170646, #983170310, #9807070025, #9912200109
Tax Parcel No: 0119263001	

**TWELFTH AMENDMENT TO DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR NORTHWEST LANDING COMMERCIAL PROPERTY**

This Twelfth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property is made by Weyerhaeuser Real Estate Company, a Washington corporation, through its Land Management Division ("Declarant").

**BACKGROUND**

- A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, as recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, together with all amendments listed above (collectively, the "Commercial Declaration").
- B. Declarant is the fee owner of the real property legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Twelfth Amendment.
- C. Declarant is also the fee owner of the real property legally described on Exhibit "B-1" and depicted on Exhibit "B-2" to this Twelfth Amendment.
- D. Under the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, certain real property was subjected to the provisions of the Commercial Declaration. However, after the recording of the Second Amendment, the boundary of one of the parcels of real property that was subjected was revised and the size of the parcel was reduced. That parcel of real property is legally described on Exhibit "A" to the Second Amendment at pages 4 of 10 through 7 of 10 and depicted on Exhibit "A" at page 8 of 10. It is also the real property that is legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Twelfth Amendment.

8-

E. Declarant now desires to correct this error by removing the parcel of real property referenced above in Paragraphs B and D to ensure that the public record of Pierce County accurately reflects the intent of the overall plan for development of Northwest Landing; and further desires to correct this error by subjecting the Property (i.e. the real property legally described on Exhibit "B-1", depicted on Exhibit "B-2" and defined above in Paragraph C of this Amendment) to the provisions of the Commercial Declaration.

F. Article VIII, Subsection 8.1 Submission without Approval of Membership of the Commercial Declaration allows the Declarant to unilaterally subject to its provisions all or any portion of the real property described on Exhibit "B" of the Commercial Declaration.

G. Article VII, Subsection 8.3 Withdrawal of Erroneously Included Property of the Commercial Declaration allows the Declarant to amend the Commercial Declaration and to remove real property from its provisions to the extent such real property was originally included in error.

H. Amendments to the Commercial Declaration that are made pursuant to Article VIII are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

#### AMENDMENT

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of the Commercial Declaration, the Declarant hereby removes the real property legally described on Exhibit "A-1" and depicted on Exhibit "A-2" from the provisions of the Commercial Declaration.

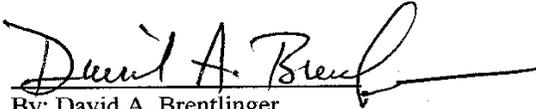
2. Also in accordance with the background set forth above and pursuant to and in conformance with the provisions of the Commercial Declaration, the Declarant hereby subjects the real property legally described on Exhibit "B-1" and depicted on Exhibit "B-2" to the provisions of the Commercial Declaration.

#### CONCLUSION

In all other respects, and except as amended herein, the Commercial Declaration (and specifically the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property) is hereby ratified and shall remain in full force and effect.

WEYERHAEUSER REAL ESTATE  
COMPANY, a Washington corporation

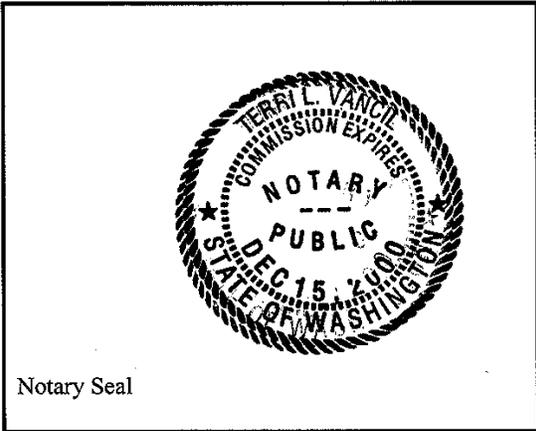
Date: October 30, 2000

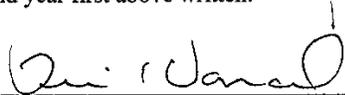
  
By: David A. Brentlinger  
Its: Assistant Vice President

STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

On this 30 day of October, 2000, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Brentlinger, to me known to be the Assistant 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 he is 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.



  
\_\_\_\_\_  
Terri L. Vancil  
Notary Public in and for the State of Washington  
residing at Olalla  
My appointment expires: 12/15/2000

**EXHIBIT A-1**

Dupont/School  
Job No. 129-08-954-002  
Revision of December 9, 1993

**LEGAL DESCRIPTION  
FOR MIDDLE SCHOOL SITE**

That portion of southwest quarter of Section 26, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 262, as shown on that Record of Survey by ESM, Inc., filed under Pierce County Recording No. 8806170120;

THENCE S 87°57'04" E, 612.46 feet to the centerline of Dupont-Steilacoom Highway;

THENCE along said centerline, N 01°42'01" E, 2065.68 feet to the centerline of Center Drive;

THENCE along said centerline, N 88°17'59" W, 483.72 feet to a point of curvature;

THENCE continuing along said centerline, westerly 598.42 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 13°42'53" to a point of tangency;

THENCE continuing along said centerline, N 74°35'06" W, 595.54 feet to a point of curvature;

THENCE continuing along said centerline, westerly 841.15 feet along the arc of a tangent curve to the left, having a radius of 2500.00 feet, through a central angle of 19°16'40" to a point of tangency;

THENCE continuing along said centerline, S 86°08'14" W, 653.40 feet to a point of curvature;

THENCE continuing along said centerline, westerly 553.29 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 12°40'49" to the point of tangency;

Dupont/School  
Revision of December 9, 1993  
Page 2

THENCE continuing along said centerline, N 81°10'57" W,  
171.22 feet to a point of curvature;

THENCE continuing along said centerline, southwesterly  
1681.47 feet along the arc of a tangent curve to the left,  
having a radius of 1500.00 feet, through a central angle of  
64°13'39" to the point of tangency;

THENCE continuing along said centerline, S 34°35'24" W,  
739.22 feet to a point of curvature;

THENCE continuing along said centerline, southerly 1000.04  
feet along the arc of a tangent curve to the left, having a  
radius of 1500.00 feet, through a central angle of  
38°11'56";

THENCE S 86°23'28" W, 60.00 feet to the westerly margin of  
Center Drive and the TRUE POINT OF BEGINNING;

THENCE along said westerly margin, southerly 724.30 feet  
along the arc of a non-tangent curve to the left, having a  
radius of 1560.00 feet, the radius point of which bears  
N 86°23'28" E, through a central angle of 26°36'08" to a  
point of tangency;

THENCE continuing along said westerly margin and the  
southeasterly extension thereof, S 30°12'40" E, 261.35 feet  
to a point of curvature;

THENCE southerly 39.27 feet along the arc of a tangent curve  
to the right; having a radius of 25.00 feet, through a  
central angle of 90°00'00" to a point of tangency;

THENCE S 59°47'20" W, 23.59 feet to a point of curvature;

THENCE westerly 301.78 feet along the arc of a tangent curve  
to the right, having a radius of 250.00 feet, through a  
central angle of 69°09'47" to a point of reverse curvature;

THENCE westerly 399.04 feet along the arc of a tangent curve  
to the left, having a radius of 350.00 feet, through a  
central angle of 65°19'27" to a point of tangency;

Dupont/School  
Revision of December 9, 1993  
Page 3

THENCE S  $63^{\circ}37'40''$  W, 148.55 feet to a point of curvature;

THENCE southwesterly 178.11 feet along the arc of a tangent curve to the right, having a radius of 400.00 feet, through a central angle of  $25^{\circ}30'45''$  to a point of tangency;

THENCE S  $89^{\circ}08'25''$  W, 141.02 feet to a point of curvature;

THENCE westerly 79.59 feet along the arc of a tangent curve to the left, having a radius of 400.00 feet, through a central angle of  $11^{\circ}24'01''$  to a point of reverse curvature;

THENCE northwesterly 34.31 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $78^{\circ}38'38''$  to a point of reverse curvature;

THENCE northwesterly 112.79 feet along the arc of a tangent curve to the left, having a radius of 525.00 feet, through a central angle of  $12^{\circ}18'35''$  to a point of tangency;

THENCE N  $35^{\circ}55'33''$  W, 300.77 feet to a point of curvature;

THENCE northerly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of  $90^{\circ}00'16''$  to a point of tangency;

THENCE N  $54^{\circ}04'43''$  E, 538.45 feet to a point of curvature;

THENCE northeasterly 381.49 feet along the arc of a tangent curve to the left, having a radius of 480.00 feet, through a central angle of  $45^{\circ}32'12''$  to a point of reverse curvature;

THENCE northeasterly 49.52 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, through a central angle of  $81^{\circ}03'49''$  to a point of tangency;

THENCE N  $89^{\circ}36'20''$  E, 418.60 feet to a point of curvature;

THENCE southeasterly 68.16 feet along the arc of a tangent curve to the right, having a radius of 45.00 feet, through a central angle of  $86^{\circ}47'08''$  to the TRUE POINT OF BEGINNING.

Dupont/School  
Revision of December 9, 1993  
Page 4

Containing 21.73 acres, more or less.

See attached Exhibit "M-S".

Written by: C.A.G.  
Checked by: R.J.W.

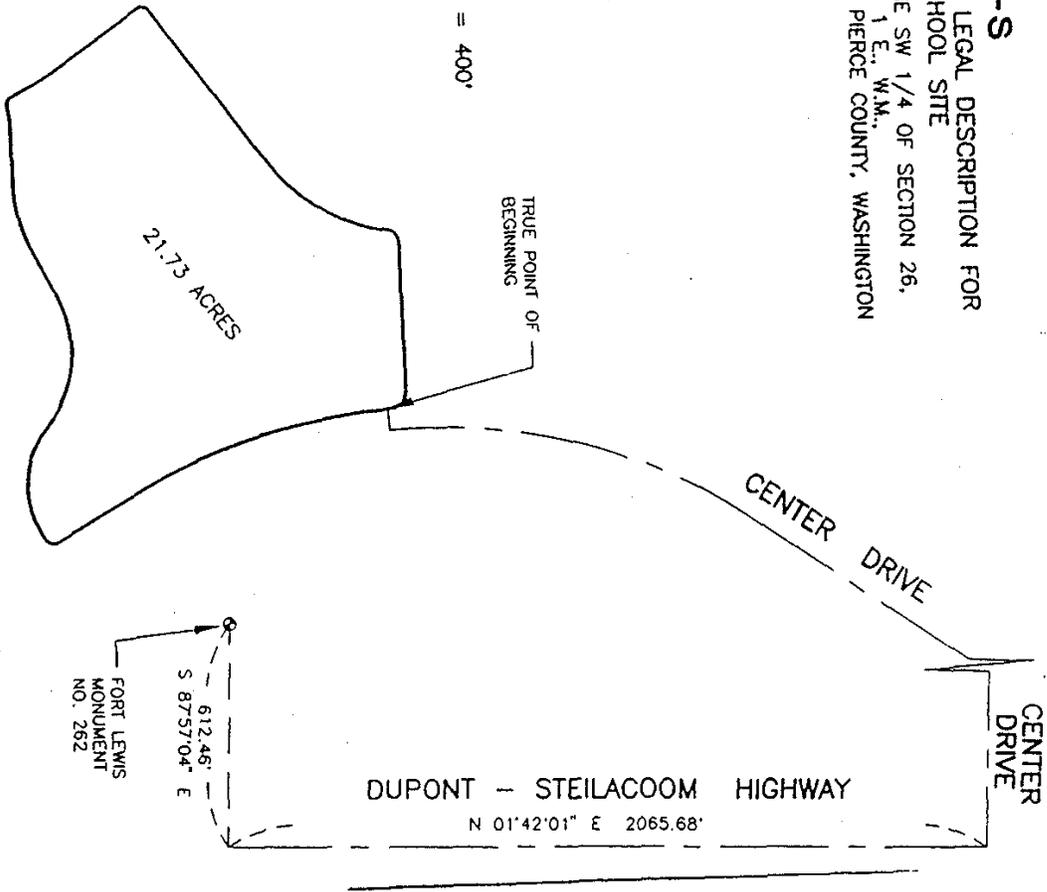
L12:1290811



EXHIBIT A-2

**EXHIBIT M-S**  
TO ACCOMPANY LEGAL DESCRIPTION FOR  
THE MIDDLE SCHOOL SITE  
A PORTION OF THE SW 1/4 OF SECTION 26,  
TWP. 19 N., RGE. 1 E., W.M.,  
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

SCALE : 1" = 400'



**EXHIBIT B-1**  
**TO THE TWELFTH AMENDMENT TO THE COMMERCIAL DECLARATION**

**Legal Description of the Real Property to be Submitted**  
**To the Terms of the Commercial Declaration Pursuant to the Second Amendment to the Declaration of**  
**Covenants, Conditions and Restrictions for Northwest Landing Commercial Property**

That portion of the southwest quarter of Section 26, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of Center Drive and Palisade Boulevard as depicted on the plat of "Palisade Divisions 6 and 7" as recorded under Pierce County Recording No. 9907205001, being a surface brass cap with punch set in concrete;

THENCE along the centerline of Center Drive, southerly 84.15 feet along the arc of a non-tangent curve to the left, having a radius of 1500.00 feet, the radius point of which bears N 89°36'20" E, through a central angle of 03°12'52";

THENCE S 86°23'28" W, 60.00 feet to the westerly margin of Center Drive and the TRUE POINT OF BEGINNING;

THENCE along said westerly margin, southerly 724.30 feet along the arc of a non-tangent curve to the left, having a radius of 1560.00 feet, the radius point of which bears N 86°23'28" E, through a central angle of 26°36'08" to a point of tangency;

THENCE continuing along said westerly margin, S 30°12'40" E, 261.35 feet to a point of curvature;

THENCE southerly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°00'00" to a point of tangency;

THENCE S 59°47'20" W, 23.59 feet to a point of curvature;

THENCE westerly 301.78 feet along the arc of a tangent curve to the right, having a radius of 250.00 feet, through a central angle of 69°09'48" to a point of reverse curvature;

THENCE westerly 399.04 feet along the arc of a tangent curve to the left, having a radius of 350.00 feet, through a central angle of 65°19'28" to a point of tangency;

THENCE S 63°37'40" W, 148.55 feet to a point of curvature;

THENCE southwesterly 178.11 feet along the arc of a tangent curve to the right, having a radius of 400.00 feet, through a central angle of 25°30'45" to a point of tangency;

THENCE S 89°08'25" W, 141.02 feet to a point of curvature;

THENCE westerly 44.57 feet along the arc of a tangent curve to the left, having a radius of 400.00 feet, through a central angle of 06°23'02" to a point of cusp;

THENCE northwesterly 157.53 feet along the arc of a non-tangent curve to the left, having a radius of 580.00 feet, the radius point of which bears S 69°38'08" W, through a central angle of 15°33'41" to a point of tangency;

THENCE N 35°55'33" W, 314.77 feet to the southerly line of that 90 foot wide easement conveyed to Puget Sound Power and Light Company by instrument filed under Pierce County Recording No. 9004190543;

THENCE along said southerly line, N 54°04'43" E, 1118.68 feet;

THENCE N 89°36'20" E, 145.40 feet to a point of curvature;

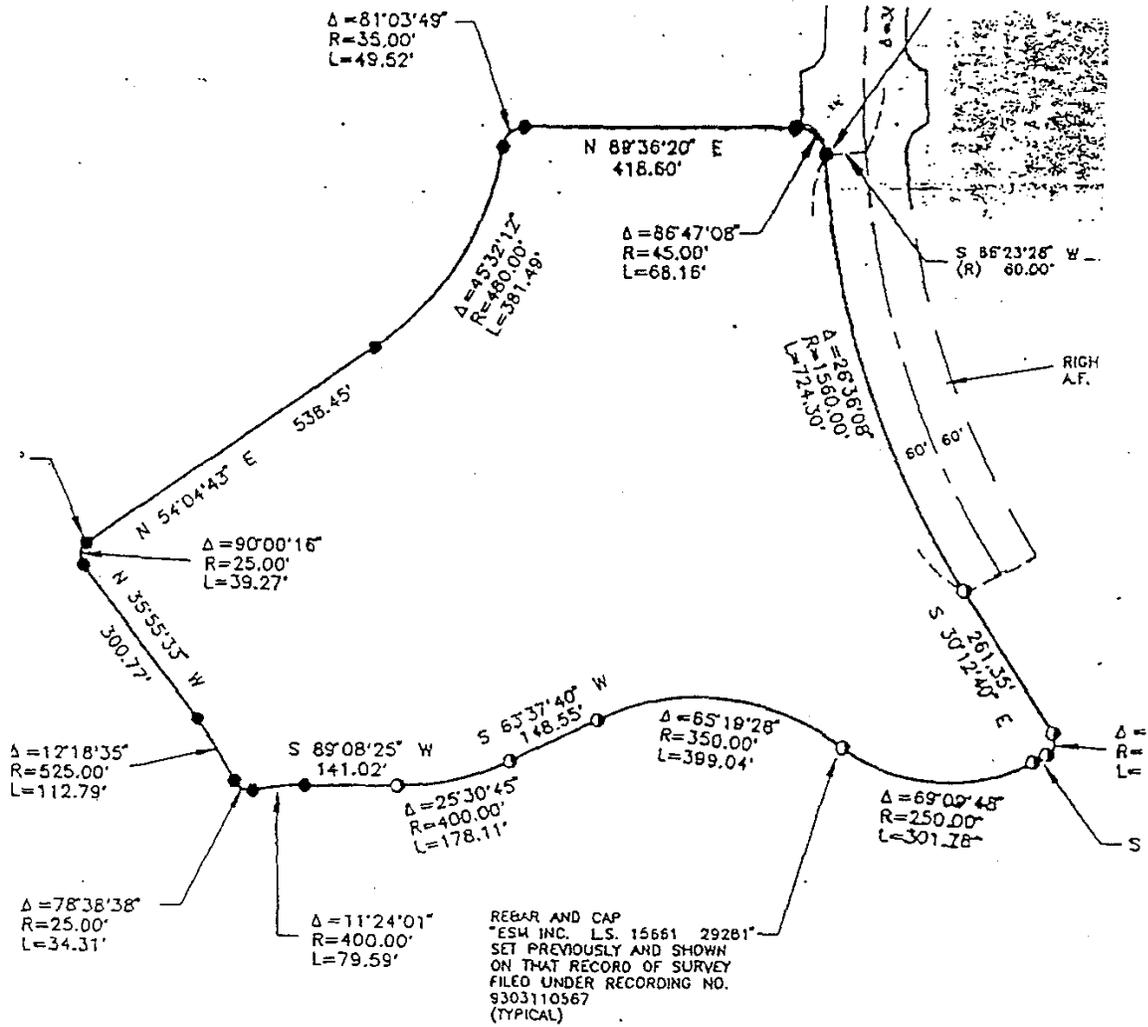
THENCE southeasterly 68.16 feet along the arc of a tangent curve to the right, having a radius of 45.00 feet, through a central angle of 86°47'08" to the TRUE POINT OF BEGINNING.

Containing 20.00 acres, more or less.

Written by: C.A.F.

Checked by: J.M.L.

EXHIBIT B-2



3



200201080843 4 pg  
1-8-2002 04:20pm \$12.00  
PIERCE COUNTY, WASHINGTON

When Recorded, Return to:

**HILLIS CLARK MARTIN & PETERSON, P.S.**

Attention: Steven R. Rovig  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925

**ASSIGNMENT OF DECLARANT RIGHTS UNDER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

<b>Grantor:</b>	<u>WEYERHAEUSER REAL ESTATE COMPANY</u>
<b>Grantee:</b>	<u>THE QUADRANT CORPORATION</u>
<b>Reference Nos. of Documents Released or Assigned:</b>	<u>9208240297, 199501100462, 199503150368, 199601090368, 199601260346, 199603120707, 199609110555, 199612240420, 199710170646, 199803170310, 199807070025, 199912200109, and 200011080374.</u>

**THIS ASSIGNMENT OF DECLARANT RIGHTS** ("Assignment") is dated for reference purposes January 7, 2002, and is made by and between **WEYERHAEUSER REAL ESTATE COMPANY**, a Washington corporation ("WRECO"), and **THE QUADRANT CORPORATION**, a Washington corporation ("Quadrant").

TRANS  
10010745W  
JAN 08 2002

12

## RECITALS

A. WRECO is the original Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property, recorded under Pierce County Recording No. 9208240297, as amended by those certain consecutive amendments recorded under Pierce County Recording Nos. 199501100462, 199503150368, 199601090368, 199601260346, 199603120707, 199609110555, 199612240420, 199710170646, 199803170310, 199807070025, 199912200109, and 200011080374 ("Declaration"). WRECO is also the original Declarant under that certain Declaration of Easements and Covenant to Share Costs for Northwest Landing attached as Exhibit E to the Declaration ("Covenant").

B. Section 8.1 of the Declaration permits the Declarant to transfer in whole or in part all of its rights and obligations as Declarant pursuant to an instrument signed and recorded by such Declarant.

C. WRECO desires to assign all of its right, title and interest as Declarant under the Declaration and under the Covenant to Quadrant and Quadrant desires to accept such assignment.

## ASSIGNMENT

1. **Assignment.** WRECO hereby assigns all of its right, title and interest as Declarant under the Declaration and under the Covenant to Quadrant.

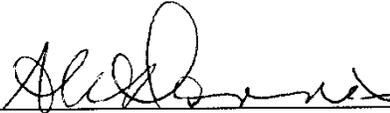
2. **Assumption.** Quadrant hereby accepts assignment of WRECO's right, title and interest as Declarant under the Declaration and under the Covenant and assumes all liability and obligations of WRECO under such Declaration and under the Covenant.

3. **Effective Date.** This Assignment shall take effect on recording.

EXECUTED as of the day and year first above written.

**WRECO:**

WEYERHAEUSER REAL ESTATE  
COMPANY

By   
\_\_\_\_\_  
Stephen A. Dennis  
Vice President

**QUADRANT:**

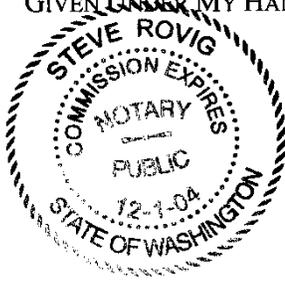
THE QUADRANT CORPORATION

By   
\_\_\_\_\_  
Walter P. Costello  
Senior Vice President

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me Stephen A. Dennis, to me known to be the Vice President of **WEYERHAEUSER REAL ESTATE COMPANY**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4<sup>th</sup> day of January, 2002.



  
Printed Name STEVE ROVIG  
NOTARY PUBLIC in and for the State of Washington,  
residing at SEATTLE  
My Commission Expires 12-01-04

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me Walter P. Costello, to me known to be the Senior Vice President of **THE QUADRANT CORPORATION**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4<sup>th</sup> day of January, 2002.



  
Printed Name STEVE ROVIG  
NOTARY PUBLIC in and for the State of Washington,  
residing at SEATTLE  
My Commission Expires 12-01-04

200209180938 9 pg  
9-18-2002 02:19pm \$27.00  
PIERCE COUNTY, WASHINGTON

When Recorded, Return.

HILLIS CLARK MARTIN & PETERSON, P.S.  
Attention: Steven R. Rovig  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925

**THIRTEENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

<b>Grantor:</b>	THE QUADRANT CORPORATION
<b>Grantee:</b>	PLAT OF NORTHWEST LANDING
<b>Legal Description (abbreviated):</b>	Lot C of City of DuPont Boundary Line Adjustment No. BLA98-2, Pierce County Recording No. 9809235002.
<input checked="" type="checkbox"/> <b>Additional on:</b>	Exhibit A-1 and Exhibit A-2
<b>Assessor's Tax</b>	0119351036
<b>Parcel ID #S:</b>	
<b>Reference Nos. of Documents Released or Assigned:</b>	9208240297; 9501100462; 9503150368; 9601090368; 9601260346; 9603120707; 9609110555; 9612240420; 97100170646; 9803170310; 9807070025; 9912200109; 200011080374; 200012060263

TRANS  
10063477 W  
SEP 18 2002

**THIS THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR NORTHWEST LANDING COMMERCIAL PROPERTY**  
("13th Amendment"), dated for reference purposes as of September 12, 2002, is made by  
**THE QUADRANT CORPORATION**, a Washington corporation ("Declarant"), as  
successor in interest to Weyerhaeuser Real Estate Company under an Assignment of  
Declarant Rights recorded under Pierce County Recording No. 200201080843, to that

27-

certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, recorded under Pierce County Recording No. 9208240297 (as amended by those certain amendments recorded under the Pierce County Recording Nos. referenced in the recording block above, the "Declaration").

1. **Terminology.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration.

2. **Creation of Districts.** Declarant is the owner of the properties legally described on **EXHIBIT A-1** ("Dupont Station North") and **EXHIBIT A-2** ("Dupont Station South"), and depicted on **EXHIBIT B**, which properties are already subject to the terms and conditions of the Declaration. Dupont Station North and Dupont Station South are each hereby designated as separate Districts under the Declaration.

3. **Authority to Amend.** This 13th Amendment is made pursuant to Section 2.3(b) of the Declaration, which authorizes Declarant to establish Districts at any time prior to expiration of the Class "B" Control Period.

4. **Effective Date.** This 13th Amendment shall take effect upon recording.

5. **Other Provisions.** Except as specifically modified herein, all other provisions of the Declaration remain in full force and effect.

**EXECUTED** the day and year first above written.

**DECLARANT:**

**THE QUADRANT CORPORATION,**  
a Washington corporation

By Gregory D. Moore  
Name: Gregory D. Moore  
Its: Vice President

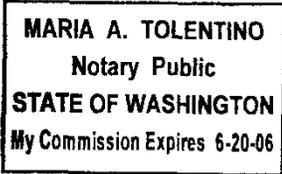
STATE OF WASHINGTON

COUNTY OF PIERCE

} ss.

On this day personally appeared before me GREGORY D. MOORE, to me known to be the VICE-PRESIDENT of **THE QUADRANT CORPORATION**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13<sup>th</sup> day of SEPTEMBER, 2002.



Maria A. Tolentino

Printed Name

MARIA A. TOLENTINO

NOTARY PUBLIC in and for the State of Washington, residing at

DUPONT

My Commission Expires

06-20-06

## EXHIBIT A-1

### DUPONT STATION NORTH

That portion of Lot C of City of Dupont Boundary Line Adjustment BLA 98-2 as recorded under Pierce County Recording No. 9809235002, situate in Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the most southwesterly corner of said Lot C, being a point on the easterly margin of Center Drive;

THENCE along the westerly line of said Lot C, being coincident with said easterly margin, N 18°21'47" W, 160.56 feet to a point of curvature;

THENCE continuing along said westerly line, northerly 642.69 feet along the arc of a tangent curve to the right, having a radius of 942.85 feet, through a central angle of 39°03'20" to a point of compound curvature;

THENCE continuing along said westerly line, northeasterly 41.11 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 94°13'28" to a point of non-tangency;

THENCE continuing along said westerly line, N 24°06'03" E, 60.00 feet to a point of curvature;

THENCE continuing along said westerly line, northwesterly 41.09 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, the radius point of which bears N 23°24'11" E, through a central angle of 94°09'36" to a point of compound curvature;

THENCE continuing along said westerly line, northeasterly 12.87 feet along the arc of a tangent curve to the right, having a radius of 942.85 feet, through a central angle of 00°46'55" to a point on said curve AND the TRUE POINT OF BEGINNING;

THENCE continuing along said westerly line, northeasterly 297.36 feet along the arc of said curve to the right, having a radius of 942.85 feet, through a central angle of 18°04'14" to a point of tangency;

THENCE continuing along said westerly line, N 46°24'56" E, 324.12 feet to a point of curvature;

THENCE along the northerly line of said lot, being coincident with the southerly margin of McNeil Street, easterly 37.09 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 85°00'00" to a point of tangency;

THENCE continuing along said northerly line, S 48°35'04" E, 214.23 feet to a point of curvature;

THENCE continuing along said northerly line, southeasterly 84.17 feet along the arc of a tangent curve to the right, having a radius of 964.50 feet, through a central angle of 05°00'00" to a point of tangency;

THENCE continuing along said northerly line, S 43°35'04" E, 324.26 feet to a point of curvature;

THENCE southerly 39.42 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°20'18" to a point of tangency;

THENCE S 46°45'14" W, 223.48 feet to a point of curvature;

THENCE southerly 32.86 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 75°18'06" to a point of reverse curvature;

THENCE northwesterly 60.82 feet along the arc of a tangent curve to the left, having a radius of 209.50 feet, through a central angle of 16°38'02" to a point of compound curvature;

THENCE southwestwesterly 86.52 feet along the arc of a tangent curve to the left, having a radius of 84.50 feet, through a central angle of 58°40'04" to a point of tangency;

THENCE S 46°45'14" W, 124.66 feet to a point of curvature;

THENCE southerly 34.86 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 79°53'54" to a point of reverse curvature;

THENCE northwesterly 99.98 feet along the arc of a tangent curve to the left, having a radius of 534.00 feet, through a central angle of 10°43'38" to a point of non-tangency;

THENCE N 60°00'13" W, 61.25 feet;

THENCE N 65°52'20" W, 173.20 feet

THENCE N 60°09'42" W, 25.12 feet;

THENCE N 65°52'20" W, 120.84 feet to a point of curvature;

THENCE northwesterly 41.11 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 94°13'03" to the TRUE POINT OF BEGINNING.

Containing 8.20 acres, more or less.

## EXHIBIT A-2

### DUPONT STATION SOUTH

That portion of Lot C of City of Dupont Boundary Line Adjustment BLA 98-2 as recorded under Pierce County Recording No. 9809235002, situate in Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

BEGINNING at the most southwesterly corner of said Lot C, being a point of the easterly margin of Center Drive;

THENCE along the westerly line of said Lot C, being coincident with said easterly margin, N 18°21'47" W, 160.56 feet to a point of curvature;

THENCE continuing along said westerly line, northerly 630.85 feet along the arc of a tangent curve to the right, having a radius of 942.85 feet, through a central angle of 38°20'10" to a point of compound curvature;

THENCE northeasterly 41.08 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 94°09'17" to a point of tangency;

THENCE S 65°52'20" E, 120.91 feet;

THENCE S 69°18'21" E, 25.05 feet;

THENCE S 65°52'20" E, 128.96 feet;

THENCE S 69°03'46" E, 103.51 feet to a point of curvature;

THENCE southeasterly 169.10 feet along the arc of a non-tangent curve to the right, having a radius of 466.00 feet, the radius point of which bears S 25°57'46" W, through a central angle of 20°47'28" to a point of tangency;

THENCE S 43°14'46" E, 227.22 feet to a point of curvature;

THENCE southeasterly 328.36 feet along the arc of a tangency curve to the left, having a radius of 534.00 feet, through a central angle of 35°13'53" to a point of tangency;

THENCE S 78°28'39" E, 86.59 feet;

THENCE S 72°59'08" E, 62.69 feet;

THENCE S 78°28'34" E, 134.69 feet to the easterly line of said Lot C, being coincident with the westerly margin of Palisade Boulevard as conveyed by deed recorded under Pierce County Recording No. 9408120223;

THENCE along said westerly margin and the southerly margin of Wilmington Drive, the following courses:

Southeasterly 15.72 feet along the arc of a non-tangent curve to the left, having a radius of 1523.50 feet, the radius point of which bears N 11°43'37" E, through a central angle of 00°35'28" to a point of reverse curvature;

Southeasterly 38.38 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 87°57'47" to a point of non-tangency;

S 80°53'54" E, 60.00 feet to a point of curvature;

Northeasterly 38.38 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, the radius point of which bears S 80°54'03" E, through a central angle of 87°57'57" to a point of reverse curvature;

Easterly 676.13 feet along the arc of a tangent curve to the left, having radius of 1523.50 feet, through a central angle of 25°25'41" to a point of tangency on said southerly line of Lot C, being coincident with the northerly margin of Interstate 5;

THENCE along said southerly line, the following courses:

S 71°38'13" W, 1096.27 feet;

N 18°18'37" W, 103.11 feet;

N 73°59'52" W, 394.20 feet to a point of curvature;

westerly 379.14 feet along the arc of a tangent curve to the left, having a radius of 632.12 feet, through a central angle of 34°21'55" to a point of tangency;

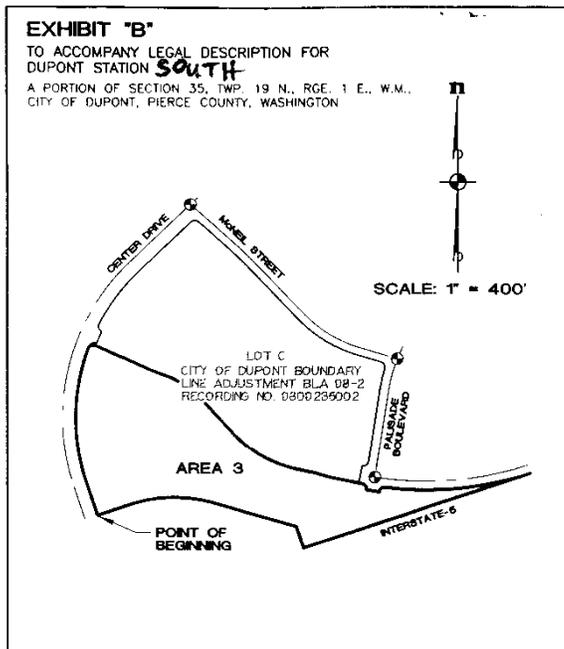
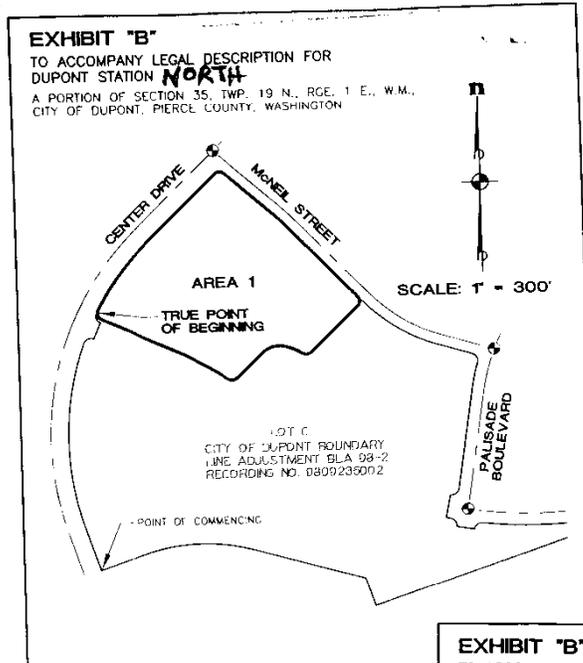
S 71°38'13" W, 103.10 feet;

S 71°06'14" W, 60.00 feet to the POINT OF BEGINNING.

Containing 14.39 acres, more or less.

EXHIBIT B

DEPICTION OF DUPONT STATION NORTH AND DUPONT STATION SOUTH



9

200304041434 7 PGS  
04-04-2003 04:06pm \$25.00  
PIERCE COUNTY, WASHINGTON

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.  
Attention: Steven R. Rovig  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925

TRANS  
15/18269w  
APR 04 2003

**FOURTEENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

<b>Grantor:</b>	<u>THE QUADRANT CORPORATION</u>
<b>Grantee:</b>	<u>PLAT OF NORTHWEST LANDING</u>
<b>Legal Description (abbreviated):</b>	<u>Lot C of City of DuPont Boundary Line Adjustment No. BLA98-2, Pierce County Recording No. 9809235002.</u>
<input checked="" type="checkbox"/> <b>Additional on:</b>	<u>Exhibit A 4- -6</u>
<b>Assessor's Tax Parcel ID #:</b>	<u>0119351039</u>
<b>Reference Nos. of Documents Released or Assigned:</b>	<u>9208240297; 9501100462; 9503150368; 9601090368; 9601260346; 9603120707; 9609110555; 9612240420; 97100170646; 9803170310; 9807070025; 9912200109; 200011080374; 200012060263; 200209180938</u>

**THIS FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST LANDING COMMERCIAL PROPERTY** ("14th Amendment"), dated for reference purposes as of March 18, 2003, is made by **THE QUADRANT CORPORATION**, a Washington corporation ("Declarant"), as successor in interest to Weyerhaeuser Real Estate Company under an Assignment of Declarant Rights recorded under Pierce County Recording No. 200201080843, to that certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, recorded under Pierce County Recording No. 9208240297 (as amended by those certain amendments recorded under the Pierce County Recording Nos. referenced in the recording block above, the "Declaration").

25

1. **Terminology.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration.

2. **Creation of Districts.** Declarant is the owner of the property legally described on **EXHIBIT A** ("Dupont Station East") and depicted on **EXHIBIT B**, which property is already subject to the terms and conditions of the Declaration. Dupont Station East is hereby designated as a separate District under the Declaration.

3. **Authority to Amend.** This 14th Amendment is made pursuant to Section 2.3(b) of the Declaration, which authorizes Declarant to establish Districts at any time prior to expiration of the Class "B" Control Period.

4. **Effective Date.** This 14th Amendment shall take effect upon recording.

5. **Other Provisions.** Except as specifically modified herein, all other provisions of the Declaration remain in full force and effect.

**EXECUTED** the day and year first above written.

**DECLARANT:**

**THE QUADRANT CORPORATION,**  
a Washington corporation

By Gregory D. Moore  
Name: Gregory D. Moore  
Its: Vice President

STATE OF WASHINGTON

COUNTY OF PIERCE

} ss.

On this day personally appeared before me GREGORY D. MOORE, to me known to be the VICE PRESIDENT of **THE QUADRANT CORPORATION**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of MARCH, 2003.

MARIA A. TOLENTINO  
Notary Public  
STATE OF WASHINGTON  
My Commission Expires 6-20-06

Maria A. Tolentino  
Printed Name MARIA A. TOLENTINO  
NOTARY PUBLIC in and for the State of Washington,  
residing at DYPT  
My Commission Expires 6-20-06

**EXHIBIT A**

**DUPONT STATION EAST**

That portion of Lot C of City of Dupont Boundary Line Adjustment BLA 98-2 as recorded under Pierce County Recording No. 9809235002, situate in Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the most easterly corner of said Lot C;

THENCE along the easterly line of said Lot C, being coincident with the southerly margin of Wilmington Drive, westerly 676.13 feet along the arc of a non-tangent curve to the right, having a radius of 1523.50 feet, the radius point of which bears N 18°21'47" W, through a central angle of 25°25'41" to a point of reverse curvature;

THENCE continuing along said southerly margin, southwestly 38.38 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 87°57'57" to a point of non-tangency;

THENCE continuing along said southerly margin, N 80°53'54" W, 60.00 feet to a point of curvature;

THENCE continuing along said southerly margin, northwestly 38.38 feet along the arc of a non-tangent curve to the left, having a radius of 25.00 feet, the radius of which bears N 80°54'04" W, through a central angle of 87°57'47" to a point of reverse curvature;

THENCE continuing along said southerly margin, northwestly 15.72 feet along the arc of a tangent curve to the right, having a radius of 1523.50 feet, through a central angle of 00°35'28" to the westerly margin of Palisade Boulevard, being coincident with said easterly line of Lot C;

THENCE along said westerly margin, N 11°43'37" E, 80.00 feet to the TRUE POINT OF BEGINNING;

THENCE N 78°28'39" W, 91.02 feet;

THENCE N 81°43'34" W, 105.87 feet;

THENCE N 78°28'39" W, 87.26 feet to a point of curvature;

THENCE northwesterly 261.46 feet along the arc of a tangent curve to the right, having a radius of 466.00 feet, through a central angle of 32°08'48" to a point of compound curvature;

THENCE northerly 40.62 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 93°05'05" to a point of tangency;

THENCE N 46°45'14" E, 115.36 feet to a point of curvature;

THENCE northeasterly 86.52 feet along the arc of a tangent curve to the left, having a radius of 84.50 feet, through a central angle of 58°40'04" to a point of compound curvature;

THENCE northwesterly 60.82 feet along the arc of a tangent curve to the left, having a radius of 209.50 feet, through a central angle of 16°38'02" to a point of reverse curvature;

THENCE northerly 32.86 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 75°18'06" to a point of tangency;

THENCE N 46°45'14" E, 231.90 feet to a point of curvature;

THENCE easterly 35.14 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 80°32'27" to a point of reverse curvature along the southerly margin of McNeil Street, being coincident with the northerly line of said Lot C;

THENCE along said northerly line, southeasterly 211.14 feet along the arc of a tangent curve to the left, having a radius of 585.50 feet, through a central angle of 20°39'41" to a point of tangency;

THENCE continuing along said northerly line, S 73°22'00" E, 120.65 feet to a point of curvature;

THENCE continuing along said northerly line, southeasterly 39.32 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°06'54" to a point of reverse curvature on the westerly margin of said Palisade Boulevard, being coincident with the easterly line of said Lot C;

THENCE along said westerly margin, southwestly 98.79 feet along the arc of a tangent curve to the left, having a radius of 740.00 feet, through a central angle of 07°38'57" to a point of tangency;

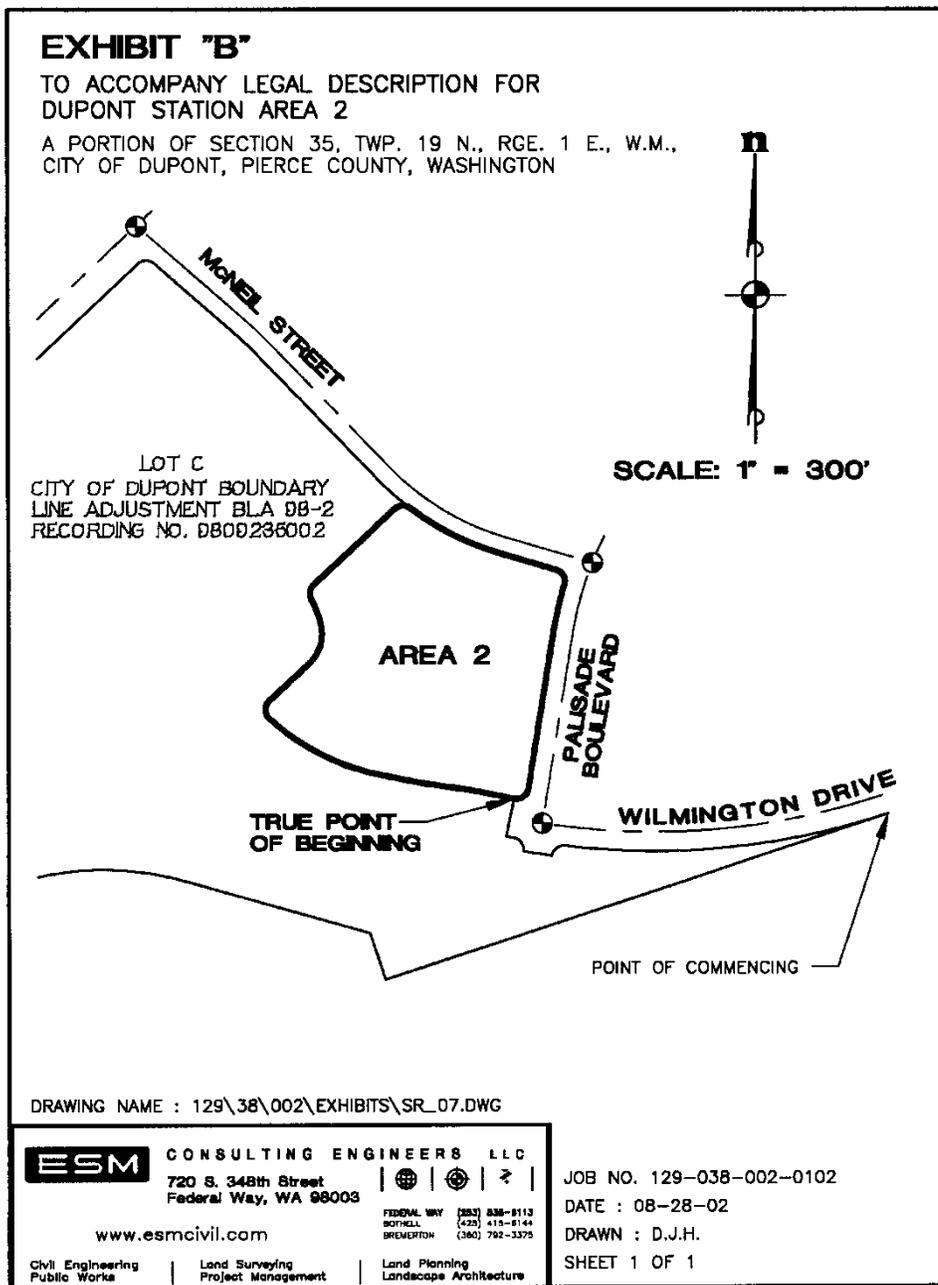
THENCE continuing along said westerly margin, S 09°05'57" W, 338.90 feet to a point of curvature;

THENCE continuing along said westerly margin, southwesterly 40.42 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 92°37'40" to the TRUE POINT OF BEGINNING.

Containing 5.82 acres, more or less.

**EXHIBIT B**

**DEPICTION OF DUPONT STATION EAST**



  
 200304160284 8 PGS  
 04-16-2003 09:07am \$26.00  
 PIERCE COUNTY. WASHINGTON

**AFTER RECORDING RETURN TO:**

The Quadrant Corporation  
 Northwest Landing  
 Attn: Amalie Tolentino  
 1408 Palisade Boulevard  
 DuPont, WA 98327

Grantor: The Quadrant Corporation	Grantee: The Public / Plat of Edmond Village, Division I
Abbreviated Legal: portions of the NW ¼ of Sec. 25, Twn. 19 N, R. 1 E and the NE ¼ of Sec. 26, Twn. 19 N, R 1 E of the W.M.  The complete legal description is on pages 4 - 7	Reference Numbers: 9405150847, 9609090635, 9609110556, 9705230233, 9710170647, 9803170309, 9803170311, 9905170604, 9912230217, 200008140618, 200104130811, 200204030718, 200209260517,
Tax Parcel Nos: 01-19-26-5-004; 01-19-26-1-020; 01-19-26-5-001; 01-19-26-1-018; 01-19-25-2-013; 01-19-25-3-006	

**FOURTEENTH AMENDMENT  
 TO DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR NORTHWEST LANDING RESIDENTIAL PROPERTY  
 (EDMOND VILLAGE, DIVISION I)**

This Fourteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property is made by the Quadrant Corporation, a Washington State corporation, ("Declarant").

**BACKGROUND**

A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded in the office of the Pierce County Auditor under file number 9403150847, Book 1001, Page 2645, together with all amendments (collectively, the "Declaration").

B. Article IX, Submissions and Withdrawals of Property, Section 9.1 of the Declaration allows the Declarant to unilaterally subject to the provisions of the Declaration all or any portion of the real property legally described on Exhibit "B" to the Declaration.

C. Declarant is the fee owner of certain real property lying within the real property legally described on Exhibit "B" to the Declaration and that is more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2" of this Fourteenth Amendment (the "Property").

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D. Article III, Neighborhoods and Voting Groups, Section 3.3(a) of the Declaration provides that the Declarant shall initially assign any property submitted to the Declaration to an existing or newly created Neighborhood by name, and that Declarant may unilaterally amend the Declaration to re-designate Neighborhood boundaries.

E. Declarant desires to subject the Property to the provisions of the Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.

F. Submissions of real property pursuant to Article IX, Section 9.1 are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**AMENDMENT**

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of Article IX, Declarant hereby subjects the Property that is described on Exhibit "A-1" and depicted on Exhibit "A-2" to the provisions of the Declaration.

2. The Property is hereby assigned to the Neighborhood known as the "Edmond Village Neighborhood".

**CONCLUSION**

In all other respects, the Declaration described above is hereby ratified and shall remain in full force and effect.

THE QUADRANT CORPORATION,  
a Washington State corporation

Date: 4/19/2003

Gregory D. Moore  
By: Gregory D. Moore  
Its: Vice President

STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

On this 14 day of April, 2003, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gregory D. Moore**, to me known to be the *Vice President of Quadrant Corporation*, 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 is authorized to execute the said instrument.

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

NOTARY STAMP HERE:



Charmayne S. Frost (signature)  
Charmayne S. Frost (Print)  
Notary Public in and for the State of Washington  
residing at Rainier Wa  
My appointment expires: 9-24-06

WRECO - Northwest Landing  
Job No. 129-21-970-013  
May 21, 2001

EXHIBIT "A-1"

**LEGAL DESCRIPTION FOR  
EDMOND VILLAGE DIVISION 1**

Those portions of Sections 25 and 26, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at Fort Lewis Monument No. 262, being a 6" X 6" concrete monument with lead and punch, as shown on that Record of Survey by ESM, Inc. recorded under Pierce County Recording No. 9303050249;

THENCE S 87°57'04" E, 612.46 feet to the centerline of Dupont-Steilacoom Road;

THENCE along said centerline, N 01°42'01" E, 2065.68 feet to the centerline of Center Drive as conveyed by the City of Dupont by deed filed under Recording No. 9011270235;

THENCE along the said centerline the following courses:

N 88°17'59" W, 483.72 feet to a point of curvature;

Northwesterly 598.42 feet along the arc of a tangent curve to the right, having a radius of 2500.00 feet, through a central angle of 13°42'53" to a point of tangency;

N 74°35'06" W, 595.54 feet to a point of curvature;

Northwesterly 841.15 feet along the arc of a tangent curve to the left, having a radius of 2500.00 feet, through a central angle of 19°16'40" to the end of said curve;

THENCE S 03°51'46" E, 60.00 feet to the southerly margin of said Center Drive and the TRUE POINT OF BEGINNING;

THENCE along the southerly margin of Center Drive as conveyed to the City of Dupont by deeds filed under Recording Nos. 9011270235 AND 9112230169 the following courses:

S 86°08'14" W, 653.40 feet;

Westerly 27.79 feet along the arc of a tangent curve to the right, having a radius of 2560.00 feet, through a central angle of 00°37'19" to a point of reverse curvature;

Southwesterly 37.03 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 84°51'22" to a point of tangency;

S 01°54'11" W, 12.16 feet to a point of curvature;

Westerly 60.14 feet along the arc of a non-tangent curve to the right, having a radius of 2595.00 feet, the radius point of which bears N 02°40'01" W, through a central angle of 01°19'40";

N 01°54'11" E, 8.72 feet to a point of curvature;

Northwesterly 40.45 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 92°42'00" to a point of reverse curvature;

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Westerly 429.58 feet along the arc of a tangent curve to the right, having a radius of 2560.00 feet, through a central angle of 09°36'52" to a point of tangency;

N 81°10'57" W, 171.22 feet to a point of curvature;

Westerly 147.08 feet along the arc of a tangent curve to the left, having an radius of 1440.00 feet, through a central angle of 05°51'08" to the northeasterly corner of Lot 1 of that City of Dupont Short Plat filed under Pierce County Recording No. 9506120462;

THENCE along the easterly line of said Lot 1, S 00°00'00" E, 924.13 feet to the southeasterly corner thereof;

THENCE along the southerly line of said Lot 1, also being the northerly line of Edmond Marsh as shown on that Record of Survey by ESM, Inc. filed under Recording No. 8909110090, the following courses:

N 86°37'42" W, 69.42 feet;

S 89°18'38" W, 59.70 feet;

N 80°41'44" W, 54.47 feet;

N 88°42'41" W, 158.24 feet;

N 88°59'08" W, 77.63 feet;

N 88°19'18" W, 87.67 feet;

N 88°57'25" W, 67.06 feet;

N 88°42'48" W, 56.34 feet;

N 89°00'38" W, 54.55 feet to the centerline of Sequatchew Creek, also being the northerly line of the plat of "Palisade Divisions 6 and 7" as recorded under Pierce County Recording No. 9907205001;

THENCE along said centerline of Sequatchew Creek, being coincident with the northerly line of "Palisade Divisions 6 and 7", the following courses:

S 19°57'57" E, 49.35 feet;

S 49°55'53" E, 237.42 feet;

S 39°39'04" E, 35.80 feet;

S 45°40'09" E, 79.84 feet;

S 58°35'35" E, 40.15 feet;

S 67°51'05" E, 37.00 feet;

S 63°58'00" E, 31.78 feet;

S 65°23'44" E, 50.25 feet;

S 53°46'13" E, 35.40 feet;

S 49°28'35" E, 75.14 feet;

S 58°17'13" E, 26.54 feet;

S 50°51'04" E, 88.38 feet;

S 58°35'35" E, 53.54 feet;

S 52°08'59" E, 79.57 feet;  
S 39°18'52" E, 45.07 feet;  
S 58°35'35" E, 53.54 feet;  
S 50°51'04" E, 44.19 feet;  
S 48°54'13" E, 53.05 feet;  
S 47°30'54" E, 30.98 feet;  
N 90°00'00" E, 17.13 feet;  
N 76°16'32" E, 29.40 feet;  
N 45°40'09" E, 39.92 feet;  
N 50°51'04 " E, 22.09 feet;  
S 67°51'05" E, 37.00 feet;  
S 81°19'16" E, 46.22 feet;  
S 83°02'16" E, 57.54 feet;  
S 74°49'03" E, 53.26 feet;  
S 70°38'40" E, 42.09 feet;  
S 76°16'32" E, 88.19 feet;  
S 65°23'44" E, 50.25 feet;  
S 81°19'16" E, 92.44 feet;  
N 90°00'00" E, 62.82 feet;  
S 84°11'22" E, 68.89 feet;  
N 85°00'54" E, 80.26 feet;  
N 80°06'16" E, 81.17 feet;  
N 84°38'01" E, 74.58 feet;  
S 86°06'31" E, 102.77 feet;  
S 86°49'23" E, 125.85 feet;  
S 85°20'45" E, 85.96 feet;  
S 81°19'16" E, 92.44 feet;  
S 89°02'32" E, 93.10 feet to the northwesterly corner of the plat of "Bell Hill" as recorded under Pierce County Recording No. 9109060562;

THENCE along the northerly extension of the westerly line of said plat, N 01°53'56" E, 1678.66 feet to said southerly margin of Center Drive;

THENCE westerly 123.51 feet along the arc of a non-tangent curve to the left, having a radius of 2440.00 feet, the radius point of which bears S 00°57'45" E, through a central angle of 02°54'01" to the TRUE POINT OF BEGINNING;

TOGETHER WITH Lot 1 of that City of Dupont Short Plat recorded under Pierce County Recording No. 9506120462.

Containing 84.16 acres, more or less.

See attached Exhibit "B".

Written by: C.A.F.

Checked by: R.J.W.





200308250162 5 PGS  
 08-25-2003 10:45am \$23.00  
 PIERCE COUNTY, WASHINGTON

**AFTER RECORDING RETURN TO:**

The Quadrant Corporation  
 Northwest Landing  
 Attn: Doug Bonner  
 1408 Palisade Boulevard  
 DuPont, WA 98327

Grantor: The Quadrant Corporation	Grantee: The Public / Plat of Edmond Village, Division 2
Abbreviated Legal:  Portion of the NW ¼ and NE ¼ of the SW ¼ of Sec. 26, Twn. 19 N, R. 1 E of the W.M.  The complete legal description is on pages	Reference Numbers: 9405150847, 9609090635, 9609110556, 9705230233, 9710170647, 9803170309, 9803170311, 9905170604, 9912230217, 200008140618, 200104130811, 200204030718, 200209260517, 200303060823; 200304160284
Tax Parcel Nos: 01-19-26-5-004; 01-19-26-5-001; 01-19-26-2-018; 01-19-26-2-020	

**FIFTEENTH AMENDMENT  
 TO DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR NORTHWEST LANDING RESIDENTIAL PROPERTY  
 (EDMOND VILLAGE, DIVISION 2)**

This Fifteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property is made by the Quadrant Corporation, a Washington State corporation, ("Declarant").

**BACKGROUND**

A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded in the office of the Pierce County Auditor under file number 9403150847, Book 1001, Page 2645, together with all amendments (collectively, the "Declaration").

B. Article IX, Submissions and Withdrawals of Property, Section 9.1 of the Declaration allows the Declarant to unilaterally subject to the provisions of the Declaration all or any portion of the real property legally described on Exhibit "B" to the Declaration.

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C. Declarant is the fee owner of certain real property lying within the boundaries of the real property legally described on Exhibit "B" to the Declaration and that is more particularly described on Exhibit "A-1" of this Fifteenth Amendment (the "Property").

D. Article III, Neighborhoods and Voting Groups, Section 3.3(a) of the Declaration provides that the Declarant shall initially assign any property submitted to the Declaration to an existing or newly created Neighborhood by name, and that Declarant may unilaterally amend the Declaration to re-designate Neighborhood boundaries.

E. Declarant desires to subject the Property to the provisions of the Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.

F. Submissions of real property pursuant to Article IX, Section 9.1 are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

#### AMENDMENT

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of Article IX, Declarant hereby subjects the Property that is described on Exhibit "A-1" to the provisions of the Declaration.

2. The Property is hereby assigned to the Neighborhood known as the "Edmond Village Neighborhood".

#### CONCLUSION

In all other respects, the Declaration described above is hereby ratified and shall remain in full force and effect.

THE QUADRANT CORPORATION,  
a Washington State corporation

Date: 8/18/2003

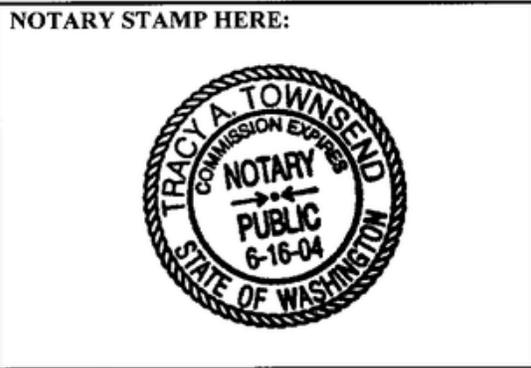
Gregory D. Moore  
By: Gregory D. Moore  
Its: Vice President

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STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

On this 18<sup>th</sup> day of August, 2003, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gregory D. Moore**, to me known to be the **Vice President of *Quadrant Corporation***, 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 is authorized to execute the said instrument.

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



Tracy A. Townsend (Signature)  
Tracy A. Townsend (Print)  
Notary Public in and for the State of Washington  
residing at Tacoma  
My appointment expires: 6/16/04

EXHIBIT "A-1"

**LEGAL DESCRIPTION FOR  
EDMOND VILLAGE DIVISION 2**

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4 of 1

Quadrant Corporation  
Job No. 129-021-970-0008  
June 23, 2003

**LEGAL DESCRIPTION FOR THE FINAL PLAT OF  
"EDMOND VILLAGE DIVISION 2"**

Tract Z of "Edmond Village Division 1", as per plat recorded April 16, 2003, under  
Recording No. 200304165001, Records of Pierce County Auditor;

Situate in City of DuPont, County of Pierce, State of Washington.

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200808150280 7 PGS  
08/15/2008 12:42pm \$48.00  
PIERCE COUNTY, WASHINGTON

After Recording Return to:  
The Quadrant Corporation  
Doug Bonner  
8120 Freedom Lane NE, Suite 201  
Lacey, Washington 98516

**LANDAMERICA COMMERCIAL SERVICES**

11063120

Grantor: The Quadrant Corporation  
Grantee: The Public/Plat of Northwest Landing  
Abbreviated Legal Description: Lot C, Record of Survey for BLA, Recording No. 200508245006  
Assessor's Property Tax Parcel or Account No.: 0119263014  
Reference Number of Related Document: 9208240297, 9501100462, 9503150368, 9601090368,  
9601260346, 9603120707, 9609110555, 9612240420, 97100170646,  
9803170310, 9803070025, 9912200109, 200011080374, 200012060263,  
200209180938, 200512050081, 200712210490

**SEVENTEENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTHWEST LANDING COMMERCIAL PROPERTY  
BUSINESS & TECHNOLOGY PARK DISTRICT**

This Seventeenth Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property ("17th Amendment") is made this 14 day of May, 2008, by The Quadrant Corporation, a Washington corporation ("Declarant").

A. Article VIII (Submission and Withdrawal of Property), Section 8.1 (Submission Without Approval of Membership) of that certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property dated August 20, 1992, and recorded in the office of the Pierce County Auditor under file number 9208240297, Book 0803, Page 2715, together with all amendments thereto (collectively, the "Commercial Declaration") allows Declarant to unilaterally subject to the provisions of the Declaration all or any portion of the real property legally described in Exhibits "A" or "B" of the Commercial Declaration.

B. Declarant and Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser") are the fee owners of certain real property lying within the boundaries of the real property legally described on Exhibit "B" to the Commercial Declaration, which property is more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2" of this 17<sup>th</sup> Amendment ("Property").

C. Article II, Section 2.3 (Districts) of the Commercial Declaration provides that the Declarant shall initially assign any property submitted to the Commercial Declaration to an existing or newly created District.

D. Declarant and Weyerhaeuser desires to subject the Property to the provisions of the Commercial Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.

E. Submissions of real property pursuant to Article VII, Section 8.1 are accomplished and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**AMENDMENT**

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of Article VIII of the Commercial Declaration, Declarant hereby subjects the Property that is legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Amendment to the provisions of the Commercial Declaration.

2. The Property is hereby assigned to a District to be known as the DuPont Business and Technology Park" District.

**CONCLUSION**

In all other respects the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

DATED this 14 day of May, 2008.

DECLARANT:

THE QUADRANT CORPORATION

By: [Signature]  
Name: Booth Giers  
Title: Vice President

WEYERHAEUSER:

WEYERHAEUSER COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

D. Declarant and Weyerhaeuser desires to subject the Property to the provisions of the Commercial Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.

E. Submissions of real property pursuant to Article VII, Section 8.1 are accomplished and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

**AMENDMENT**

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of Article VIII of the Commercial Declaration, Declarant hereby subjects the Property that is legally described on Exhibit "A-1" and depicted on Exhibit "A-2" to this Amendment to the provisions of the Commercial Declaration.

2. The Property is hereby assigned to a District to be known as the DuPont Business and Technology Park" District.

**CONCLUSION**

In all other respects the Commercial Declaration described above is hereby ratified and shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

DECLARANT:

THE QUADRANT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WEYERHAEUSER:

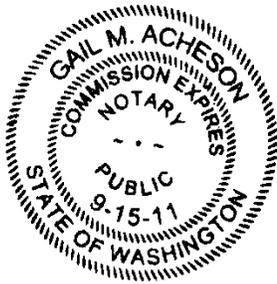
WEYERHAEUSER COMPANY

By: Richard E. Hanson  
Name: RICHARD E. HANSON  
Title: EXECUTIVE VP & COO

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that BONNIE GETZS  
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 THE QUADRANT CORPORATION to be the free and voluntary act  
of such party for the uses and purposes mentioned in the instrument.

DATED this 4~~th~~ day of MAY, 2008.



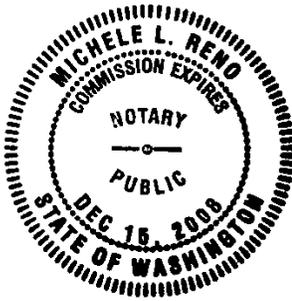
Gail M. Acheson  
Gail M. Acheson

(print or type name)  
NOTARY PUBLIC in and for the State of Washington, residing  
at KIRKLAND  
My Commission expires: 9/15/11

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard E. Hanson  
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  
VP & COO of WEYERHAEUSER COMPANY to be the free and voluntary act of  
such party for the uses and purposes mentioned in the instrument.

DATED this 19<sup>th</sup> day of MAY, 2008.



Michele L. Reno  
MICHELE L. RENO  
(print or type name)  
NOTARY PUBLIC in and for the State of Washington, residing  
at PUYALLUP  
My Commission expires: 12/15/2008

Exhibit A-1

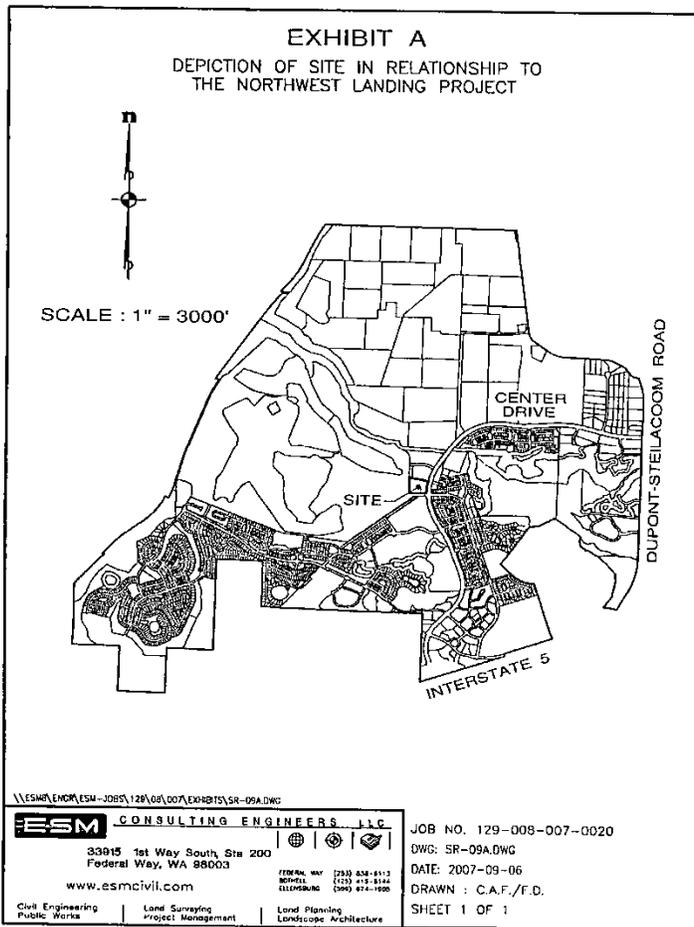
Legal Description of Property

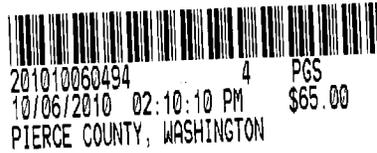
LOT C OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED  
AUGUST 24, 2005 UNDER RECORDING NO. 200508245006, RECORDS OF  
PIERCE COUNTY, WASHINGTON;

SITUATE IN THE CITY OF DUPONT, COUNTY OF PIERCE, STATE OF WASHINGTON.

Exhibit A-2

Depiction of Property





When Recorded, Return to:

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attention: Steve Rovig  
1221 Second Ave., Suite 500  
Seattle, WA 98101

**EIGHTEENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

<b>Grantor:</b>	THE QUADRANT CORPORATION		
<b>Grantee:</b>	PLAT OF NORTHWEST LANDING		
<b>Legal Description (abbreviated):</b>	Portions of Township 19 North, Range 1 East, Pierce County Washington		
<b>Additional on:</b>			
<b>Assessor's Tax Parcel ID #:</b>	01-19-35-1-036; 01-19-39-2-002;	01-19-35-1039; 01-19-36-2-027;	01-19-36-2-001; 01-19-36-2-028
<b>Reference Nos. of Documents:</b>	9208240297 9601260346 97100170646 200011080374 200512050081	9501100462 9603120707 9803170310 200012060263 200712210490	9503150368 9609110555 9807070025 200209180938 200808150280
	9601090368 9612240420 9912200109 200304041434		

**THIS EIGHTEENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHWEST LANDING COMMERCIAL PROPERTY** ("18th Amendment"), dated for reference purposes as of October 5, 2010, is made by **THE QUADRANT CORPORATION**, a Washington corporation ("Declarant"), as successor in interest to Weyerhaeuser Real Estate Company under an Assignment of Declarant Rights recorded under Pierce County Recording No. 200201080843, to that certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, recorded under

65

Pierce County Recording No. 9208240297 (as amended by those certain amendments recorded under the Pierce County recording numbers referenced in the recording block above, the "Declaration").

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Declaration.

### **BACKGROUND**

A. Northwest Landing Commercial Owners Association, a Washington non-profit corporation (the "Commercial Association") is the association of owners of commercial property ("Northwest Landing Commercial Property") within the Northwest Landing master planned community located in the City of DuPont, Pierce County, Washington, as described in Exhibits A and B of the Declaration. The Commercial Association was established pursuant to the Declaration.

B. Section 2.3 of the Declaration allows the Declarant to establish and modify Districts within the Northwest Landing Commercial Property.

C. To date, Declarant has established six Districts: Barksdale, DuPont Station North, DuPont Station South, DuPont Station East, Williamson Place, and the DuPont Business and Technology Park.

D. Declarant recorded District-specific Declarations for some, but not all, of these Districts. The District-specific Declarations generally establish a method for the administration, preservation, use and enjoyment of common areas in each District. The Pierce County recording numbers for the District-specific Declarations are as follows: 9701310359 (Barksdale); 200209180939 (DuPont Station North); 200209180940 (DuPont Station South); 200304041433 (DuPont Station East); and 200712210491 (DuPont Business and Technology Park).

E. Each of the Districts has no or limited District Expenses. Therefore, for purposes of operational convenience and efficiency for the Commercial Association, Declarant desires to amend the Declaration to provide that all District Expenses shall be payable as part of the Commercial Association's Common Expenses unless the Commercial Association and the District Committee, if any, or the District's Owners otherwise agree. In addition, Declarant desires to amend the Declaration to provide that the establishment of District Committees is optional, not mandatory.

F. Section 15.2(a) of the Declaration allows the Declarant, so long as it owns property described in Exhibits A or B to the Declaration, to unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect on any substantive right of any Owner and does not adversely affect the title to any Unit without the written consent of its Owner.

G. Notice of Declarant's intention to adopt this Amendment has been given to the Board of Directors of the Association and to each Owner of property within a District and no objection has been made by any such party.

H. Accordingly, Declarant desires to amend the Declaration as set forth below.

### AMENDMENT

Pursuant to and in conformance with Section 15.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. **District Committees.** The following sentence in Section 2.3(a) is amended as follows:

**Original:** Any District which does not have a District Association shall have a District Committee, as described in Section 5.3 of the By-Laws, to represent the interests of Owners of Units in such District.

**Amended:** Any District which does not have a District Association may have a District Committee, as described in Section 5.3 of the By-Laws, to represent the interests of Owners of Units in such District.

2. **District Assessments.** Section 9.3 is amended in its entirety as follows:

9.3 Computation of District Assessments. Unless the Board determines by a duly adopted resolution that any service or facility benefits a District in a manner that is disproportionate from comparable services or facilities benefiting other Districts, or the Commercial Association and the District Committee, if any, or the District's Owners agree otherwise, all District Expenses shall hereafter be deemed to be Common Expenses and shall be incorporated into the computation of, and shall be payable from, Base Assessments under Section 9.2.

EXECUTED by the undersigned Declarant.

**DECLARANT:** THE QUADRANT CORPORATION,  
a Washington corporation

By:   
Its: SENIOR DEVELOPMENT MANAGER

STATE OF WASHINGTON

COUNTY OF KING

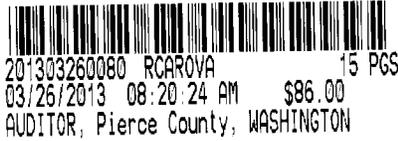
} ss.

On this day personally appeared before me MIKE BETHA, to me known to be the SR. DEVELOPMENT MGR of THE QUADRANT CORPORATION, the corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5TH day of OCTOBER, 2010.



Gail Acheson  
Printed Name GAIL M. ACHESON  
NOTARY PUBLIC in and for the State of Washington,  
residing at KIRILLAND  
My Commission Expires 9/15/11

**Name & Return Address:**

Brian T. Comfort  
 Comfort, Davies & Smith, P.S.  
 1901 65th Ave. W, Ste. 200  
 Fircrest, WA 98466

Please print legibly or type information.

<b>Document Title(s)</b> Nineteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property
<b>Grantor(s)</b> The Quadrant Corporation  ____ <b>Additional Names on Page</b> ____ <b>of Document</b>
<b>Grantee(s)</b> The Public / Plat of Northwest Recording  ____ <b>Additional Names on Page</b> ____ <b>of Document</b>
<b>Legal Description (Abbreviated: i.e., lot, block &amp; subdivision name or number OR section/township/range and quarter/quarter section)</b> Portions of Sections 35, 36 & 39, Township 19 North, Range 1 East, Pierce County, Washington  <b>Complete Legal Description on Page</b> ____ <b>of Document</b>
<b>Auditor's Reference Number(s)</b> 9208240297
<b>Assessor's Property Tax Parcel/Account Number(s)</b> 01-19-35-1-036; 01-19-35-1039; 01-19-36-2-001; 01-19-39-2-002; 01-19-36-2-027; 01-19-36-2-028; and 01-19-36-2-037 (new lot being subjected to)
<b>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.</b>  <b>I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.</b>  _____ <b>Signature of Requesting Party (Required for non-standard recordings only)</b> Gpcovst.doc rev 4/02

After Recording Return to:

The Quadrant Corporation  
Attention: \_\_\_\_\_  
8120 Freedom Lane NE, Suite 201  
Lacey, Washington 98516

Grantor: The Quadrant Corporation  
Grantee: The Public/Plat of Northwest Recording  
Abbreviated Legal Description: Portions of Sections 35, 36 & 39, Township 19, North Range 1 East, Pierce County, Washington  
Assessor's Tax Parcel ID #: 01-19-35-1-036; 01-19-35-1039; 01-19-36-2-001; 01-19-39-2-002; 01-19-36-2-027; 01-19-36-2-028 and 01-19-36-2-037 (new lot being subjected to)  
Reference Numbers of Related Documents: 9208240297

**NINETEENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTHWEST LANDING COMMERCIAL PROPERTY**

This Nineteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property (the "Amendment"), is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by (i) The Quadrant Corporation, a Washington corporation ("Declarant"), declarant under that certain Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property recorded under Pierce County Recording No. 9208240297, as amended by those certain amendments recorded under the Pierce County Recording Nos. referenced above (such declaration, as amended, is herein referred to as the "Declaration"), as successor declarant to Weyerhaeuser Real Estate Company pursuant to that certain Assignment of Declarant Rights recorded under Pierce County Recording No. 200201080843; and (ii) the Northwest Landing Commercial Owners Association, a Washington non-profit corporation ("Owners Association").

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Declaration.

**BACKGROUND**

A. The Owners Association is the association of owners of commercial property within the Northwest Landing master planned community ("Northwest Landing Commercial Property") located in the City of DuPont, Pierce County, Washington, as described in Exhibits A and B to the Declaration. The Owners Association was established pursuant to the Declaration.

B. DuPont Town Square Development, LLC, a Washington limited liability company ("DuPont"), is the owner of certain real property described on **Exhibit A** and depicted on **Exhibit B**, each attached hereto and incorporated herein by reference (the "DuPont Property").

C. DuPont has requested that Declarant and the Owners Association submit and subject the DuPont Property to the terms and conditions of the Declaration.

D. Section 8.2 of the Declaration allows the Owners Association to submit real property to the provisions of the Declaration with the consent of the owners of such property and the affirmative vote of Owners holding at least 67% of the Class "A" votes of the Owners Association in accordance with the provisions set forth therein.

E. Section 2.3 of the Declaration permits the Declarant to establish and modify Districts within the Northwest Landing Commercial Property.

F. To date, Declarant has established six Districts: Barksdale, DuPont Station North, DuPont Station South, DuPont Station East, Williamson Place and the DuPont Business and Technology Park.

G. Declarant recorded a District-specific declaration for the Barksdale District under Pierce County Recording No. 9701310359 (the "Barksdale Declaration").

H. Accordingly, Declarant and the Owners Association desire to amend the Declaration as follows:

**AMENDMENT OF THE DECLARATION**

Pursuant to and in conformance with Section 8.2 of the Declaration, Declarant and the Owners Association hereby amend the Declaration as follows:

1. In accordance with the background set forth hereinabove, and pursuant to and in conformance with the provisions of Article VIII of the Declaration, Declarant and the Owners Association hereby submit and subject the DuPont Property, described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto, to the terms and provisions of the Declaration.

2. The DuPont Property is hereby assigned to the Barksdale District and submitted and subjected to the terms of the Barksdale Declaration.

**CONCLUSION**

In all other respects the Declaration is hereby ratified and shall remain in full force and effect.

EXECUTED by the undersigned Declarant and the Owners Association.

DATED effective the \_\_\_ day of \_\_\_\_\_, 2013.

**CONCLUSION**

In all other respects the Barksdale Declaration is hereby ratified and shall remain in full force and effect.

EXECUTED by the undersigned Declarant and Owners Association.

DATED effective the \_\_\_\_ day of January, 2013.

*[Signatures appear on following pages]*

OWNERS ASSOCIATION:

NORTHWEST LANDING COMMERCIAL OWNERS ASSOCIATION, a Washington non-profit corporation

By: James Tweedy  
Its: President

By: [Signature]  
Its: Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that James L. Tweedy is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of the Northwest Landing Commercial Owners Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of December 2012.

[Signature]  
Lidia M. Dockter  
(print or type name)



NOTARY PUBLIC in and for the State of Washington,  
residing at Thurston

My Commission Expires: 7/7/2014

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Diane Brownson is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary of the Northwest Landing Commercial Owners Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of December, 2012.

Lidia M. Docket  
LIDIA M. DOCKTER  
(print or type name)



NOTARY PUBLIC in and for the State of Washington,  
residing at Thurston

My Commission Expires: 7/7/2014

CONSENT OF DUPONT:

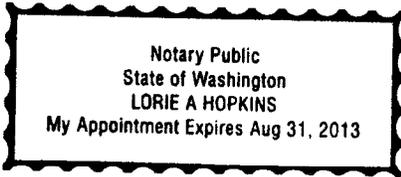
DuPont Town Square Development, LLC, a Washington limited liability company

By: John M. Dhane  
Name: JOHN M. DHANE  
Title: MEMBER / MANAGER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that John M. Dhane is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member/Manager of DuPont Town Square Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28<sup>th</sup> day of November, 2012.



Lorie Hopkins  
Lorie Hopkins  
(print/or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at 902 18<sup>th</sup> St NW, Puyallup WA 98371

My Commission Expires: August 31, 2013

CONSENT OF NEW BARKSDALE PROPERTIES, LLC:

New Barksdale Properties, LLC, a Washington limited liability company

By: John M. Dhane  
Name: JOHN M. DHANE  
Title: MEMBER / MANAGER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that John M. Dhane is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member/Manager of New Barksdale Properties, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28<sup>th</sup> day of November, 2012.



Lorie Hopkins  
Lorie Hopkins  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at 902 18<sup>th</sup> St NW, Kenilworth WA 98371

My Commission Expires: August 31, 2013

CONSENT OF DRIE ZAKENLIEDEN, LLC:

Drie Zakenlieden, LLC, a Washington limited liability company

By: [Signature]  
Name: JOHN M. DHANE  
Title: MEMBER / MANAGER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that John M. Dhane is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member/Manager of Drie Zakenlieden, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28<sup>th</sup> day of November, 2012.



[Signature]  
Lorie Hopkins  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at 902 18<sup>th</sup> St NW, Puyallup WA 98371

My Commission Expires: August 31, 2013

CONSENT OF BETTER BUSINESS BUREAU OF ALASKA, OREGON AND WESTERN WASHINGTON:

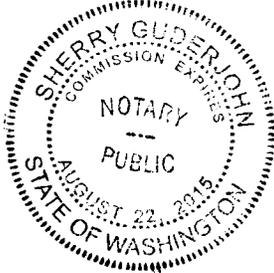
Better Business Bureau of Alaska, Oregon and Western Washington, a Washington non-profit corporation

By: Robert W G Andrew  
Name: ROBERT W G ANDREW  
Title: PRES/CEO

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Robert W G Andrew is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Pres/CEO of Better Business Bureau of Alaska, Oregon and Western Washington, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23 day of November, 2012.



Sherry Guderjohn  
Sherry Guderjohn  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Pierce County

My Commission Expires: August 22, 2015

CONSENT OF LEXMAR HOSPITALITY, LLC:

Lexmar Hospitality, LLC, a Washington limited liability company

By: [Signature]  
Name: Nitin Patel  
Title: MANAGING MEMBER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Nitin Patel is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager/Member of Lexmar Hospitality, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6<sup>th</sup> day of Dec., 2012.



Lorie Hopkins  
Lorie Hopkins  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at 902 18<sup>th</sup> St NW, Rayallup WA 98371

My Commission Expires: August 31, 2013

CONSENT OF DHANE GROUP, LLC:

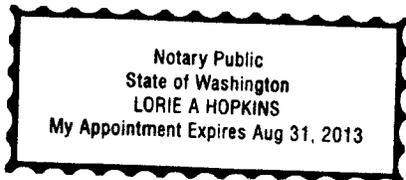
Dhane Group, LLC, a Washington limited liability company

By: John M. Dhane  
Name: JOHN M. DHANE  
Title: MEMBER / MANAGER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that John M. Dhane is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member/Manager of Dhane Group, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28<sup>th</sup> day of November, 2012.



Lorie Hopkins  
Lorie Hopkins  
(print or type name)

NOTARY PUBLIC in and for the State of Washington,  
residing at 902 18<sup>th</sup> St NW, Puyallup WA 98371

My Commission Expires: August 31, 2013

Exhibit ALegal Description of the DuPont Property

**That portion of the Northwest Quarter of Section 36, Township 19 North, Range 1 East, W. M., in Pierce County, Washington, lying southeasterly of Wilmington Drive (re-aligned Dupont-Steilacoom Road), described as follows:**

**Commencing at the bronze monument at the intersection of the centerline of Barksdale Avenue and the northerly line of the Northern Pacific Railroad Company's right of way, as shown on the plat of Replat of the Village Dupont, according to Plat recorded in Volume 15 of Plats at page 65; Thence North  $69^{\circ} 47' 46''$  East 41.36 feet along said railroad right of way to the northerly line of said Barksdale Avenue; Thence along said northerly line of Barksdale Avenue, North  $63^{\circ} 41' 54''$  West 679.50 feet to the point of beginning; Thence North  $54^{\circ} 19' 24''$  West 6.81 feet to the southerly line of a 15 foot easement granted to the Pierce County School District 7 for path; Thence on said southerly line of easement, Easterly 521.53 feet to the westerly line of Dupont-Steilacoom Highway, as established in Deed recorded December 11, 1942 under Recording No. 1311721; Thence southerly along said westerly line 219 feet, more or less, to the northerly line of Barksdale Avenue; Thence North  $63^{\circ} 41' 54''$  West, along said northerly line to the point of beginning; Except that portion as condemned in Decree Of Appropriation entered March 11, 1988, in Pierce County Superior Court Cause No. 87-2-08765-1.**

Exhibit B

Depiction of the DuPont Property

**Auditor's notation  
to facilitate  
scanning process**

