

DuPont Weyerhaeuser
Parcel 2

9712230865

BK 1428PG3399

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

97 DEC 23 PM 3: 59

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR: PIERCE CO. WASH.

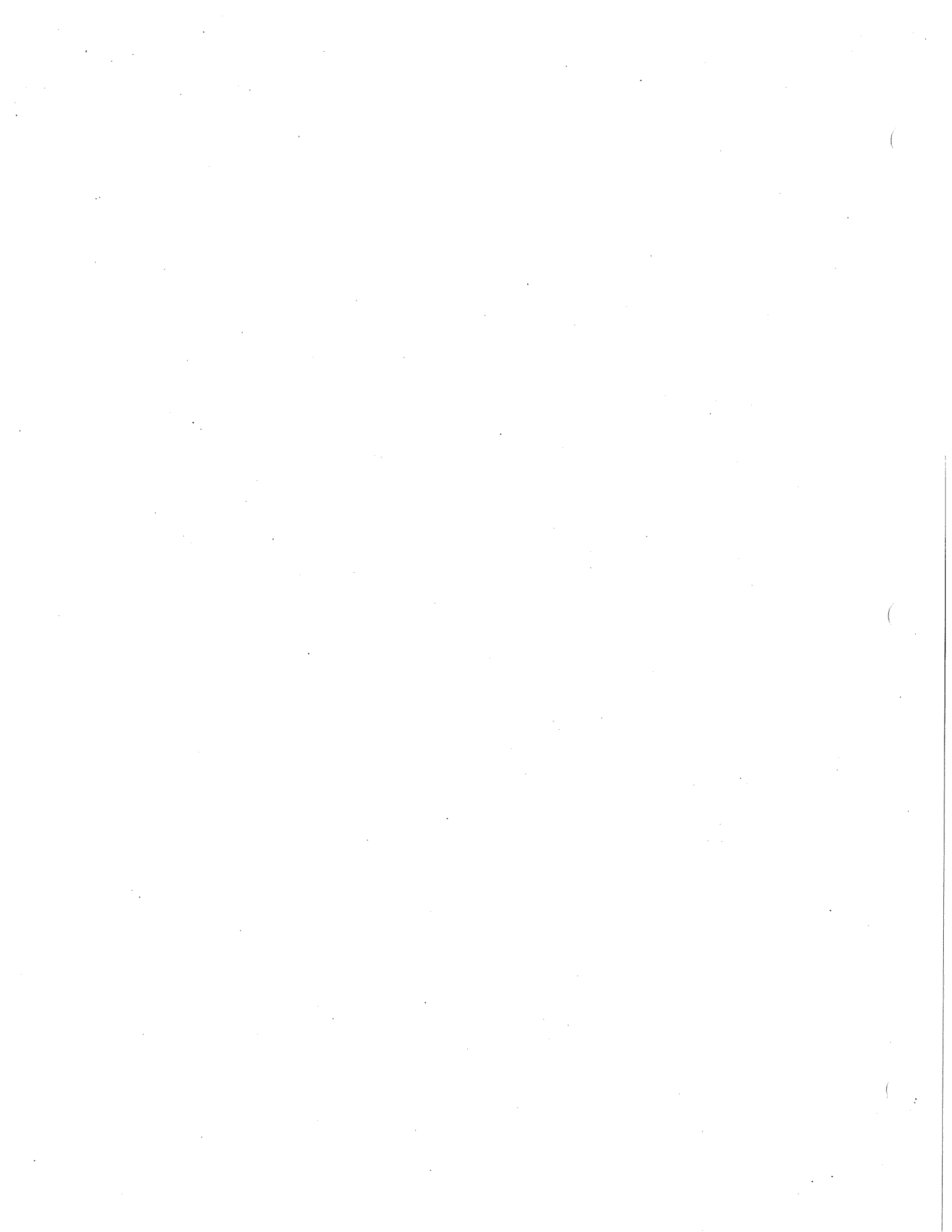
Document Title(s) (or transactions contained therein):	
1.	Declaration of Restrictive Covenant
2.	
3.	
4.	
Grantor(s) Name (last, first, and initials):	
1.	Weyerhaeuser Real Estate Company
2.	
3.	
4.	
5.	<input type="checkbox"/> Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials):	
1.	The Public
2.	
3.	
4.	<input type="checkbox"/> Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range)	
A portion of the Southeast quarter of Section 22 AND a portion of the South half of Section 23 AND a portion of the North half of Section 26 AND a portion of the Northeast quarter of Section 27, ALL in Township 19 North, Range 1 East, W.M., City of DuPont, County of Pierce, State of Washington.	
Legal Description is on pages 7 and 8 of Document.	
Reference Number(s) of Documents Assigned or Released:	
1.	None
2.	
3.	
4.	<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s)	
a portion of 01-19-23-3-005	
01-19-26-2-005	
01-19-22-3-001	

TRANS
9724867W
DEC 23 1997

9712230865

1 of 8

10



BK 1428PG3400

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made this 9 day of December, 1997, by the Weyerhaeuser Real Estate Company ("Weyerhaeuser") the fee title owner of the real property herein described, in favor of the State of Washington, Department of Ecology ("Ecology").

The property that is the subject of this Restrictive Covenant was the subject of remedial action under the Washington Model Toxics Control Act ("MTCA") Chapter 70.105D RCW. This Restrictive Covenant is required by RCW 70.105D.030(1)(g) and WAC 173-340-440 (as amended 1/96) because an "industrial soil" cleanup standard was selected for soils on the site under WAC 173-340-745, resulting in residual concentrations of contaminants which exceed Ecology's residential soil cleanup standards. The remedial action undertaken to clean up the property is described in the Consent Decree entered in State of Washington vs. Weyerhaeuser Co., Inc and DuPont Co., Inc., Pierce County Cause No. 91-2-01073-1 and in a Cleanup Action Plan dated March 4, 1997. The Cleanup Action Plan is on file and available for inspection at the Washington State Department of Ecology, Toxics Cleanup Program, P.O. Box 47775, Olympia, WA 98504-7775.

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

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

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

With the exception of the establishment of institutional controls in affected areas, no further cleanup action is required on Parcel 2. As a result of interim cleanup actions now complete, Parcel 2 soils, surface water and ground water meet cleanup standards for industrial properties under the MTCA, as described in WAC 173-340.

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

DECLARATION OF RESTRICTIVE COVENANT

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9712230865



BK 1428 PG 3401

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

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

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

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

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

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

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

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



BK 1428PG3402

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

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

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

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

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

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

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

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

DECLARATION OF RESTRICTIVE COVENANT

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BK1428PG3403

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

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

To Weyerhaeuser:

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

To Ecology:

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

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

EXECUTED this 8th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

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



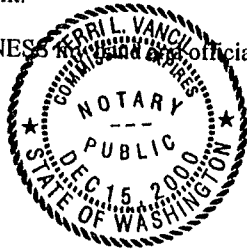
BK 1428PG3404

STATE OF WASHINGTON)

County of King) : ss.

On this 22 day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, known to be the Vice President of Weyerhaeuser Real Estate Company, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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



NOTARY PUBLIC in and for the State of Washington. My commission expires:

Jenni L. James
Residing at Olalla

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

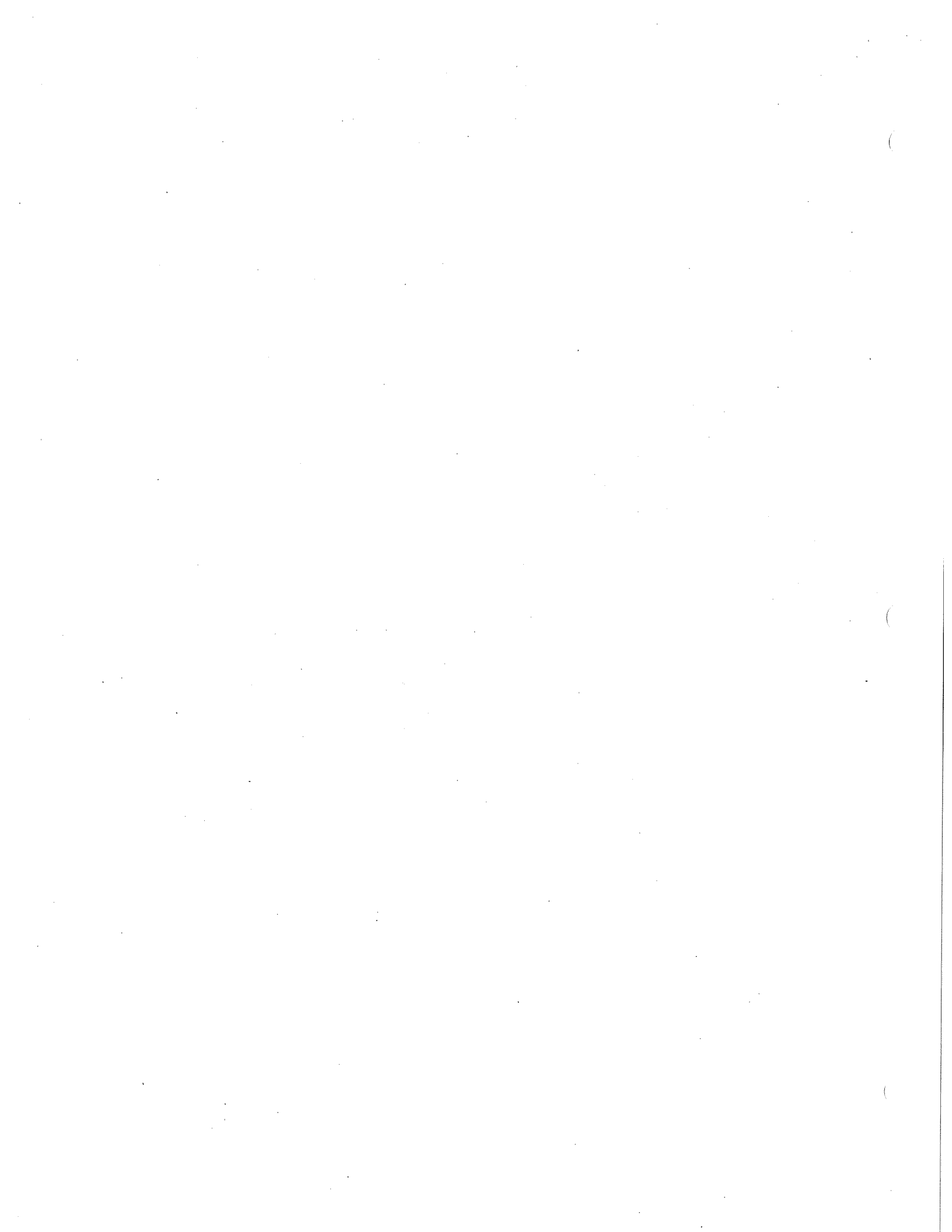
By: Mike J. Blum
Name of Person Acknowledging Receipt

Dated: 12/18/97

Title Ecology Project Manager -
Toxics Cleanup Program

Attachments:

Exhibit A - Legal description of property.



BK 11428PG3405

DuPont Consent Area

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

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

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

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

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

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

THENCE continuing S 88°47'08" E, 1439.35 feet;

THENCE S 33°00'19" E, 543.91 feet;

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

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

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

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

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

THENCE N 00°00'00" W, 78.68 feet;

THENCE S 90°00'00" W, 262.85 feet;

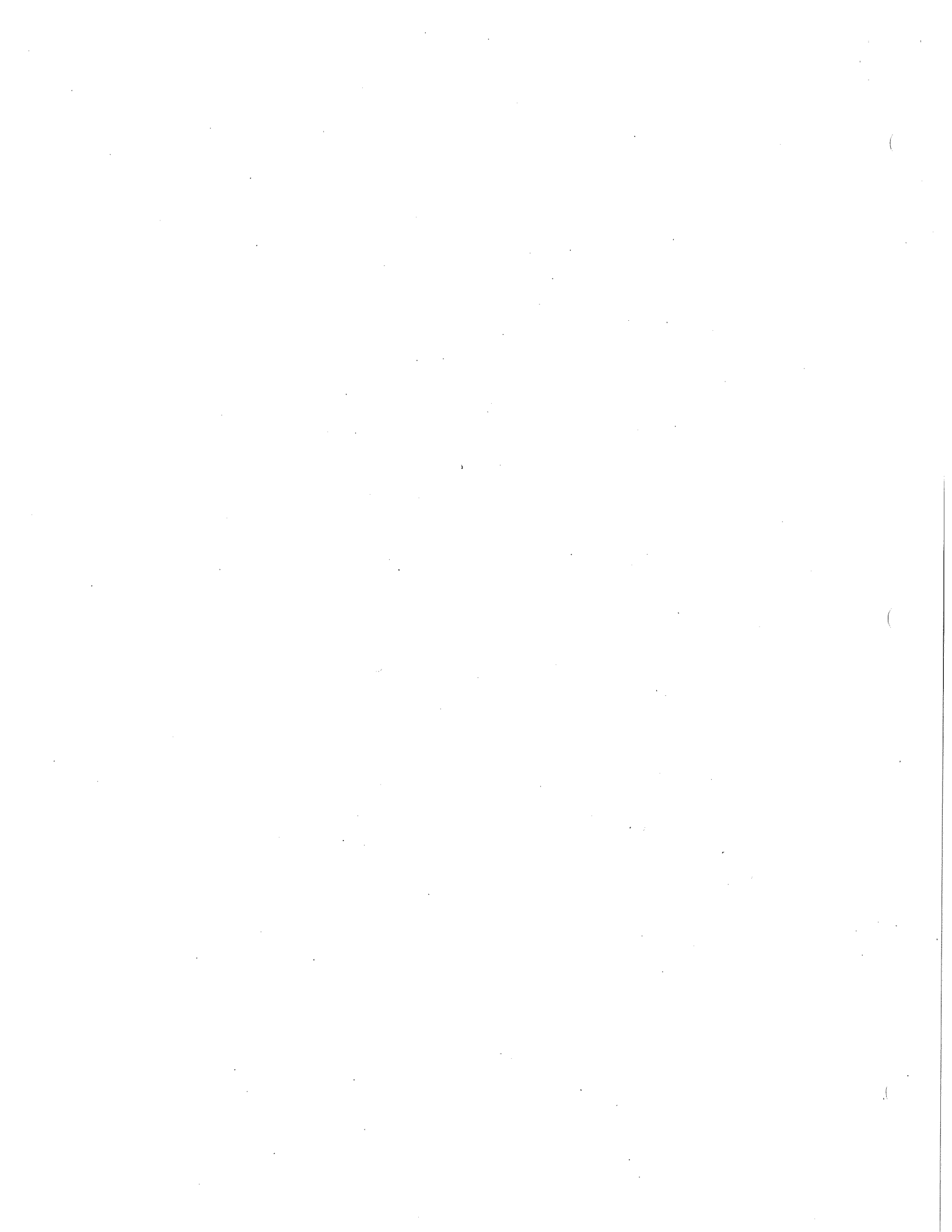
THENCE N 00°00'00" W, 397.09 feet;

THENCE S 90°00'00" W, 970.32 feet;

THENCE N 00°00'00" W, 438.74 feet;

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BK 11428 PG 3406

THENCE S 90°00'00" W, 286.79 feet;

THENCE S 00°00'00" E, 226.33 feet;

THENCE S 90°00'00" W, 231.85 feet;

THENCE S 00°00'00" E, 249.16 feet;

THENCE S 89°50'39" W, 1734.93 feet;

THENCE N 00°00'00" W, 258.53 feet;

THENCE S 90°00'00" W, 264.30 feet;

THENCE S 00°00'00" E, 511.38 feet;

THENCE N 90°00'00" E, 261.44 feet;

THENCE S 00°00'00" E, 239.63 feet;

THENCE N 90°00'00" E, 223.81 feet;

THENCE S 00°00'00" E, 252.97 feet;

THENCE N 90°00'00" E, 238.20 feet;

THENCE S 00°00'00" E, 266.87 feet;

THENCE N 90°00'00" E, 300.47 feet;

THENCE S 00°00'00" E, 496.73 feet;

THENCE N 90°00'00" E, 230.46 feet;

THENCE S 00°00'00" E, 224.71 feet;

THENCE N 90°00'00" E, 207.44 feet;

THENCE S 00°00'00" E, 673.76 feet;

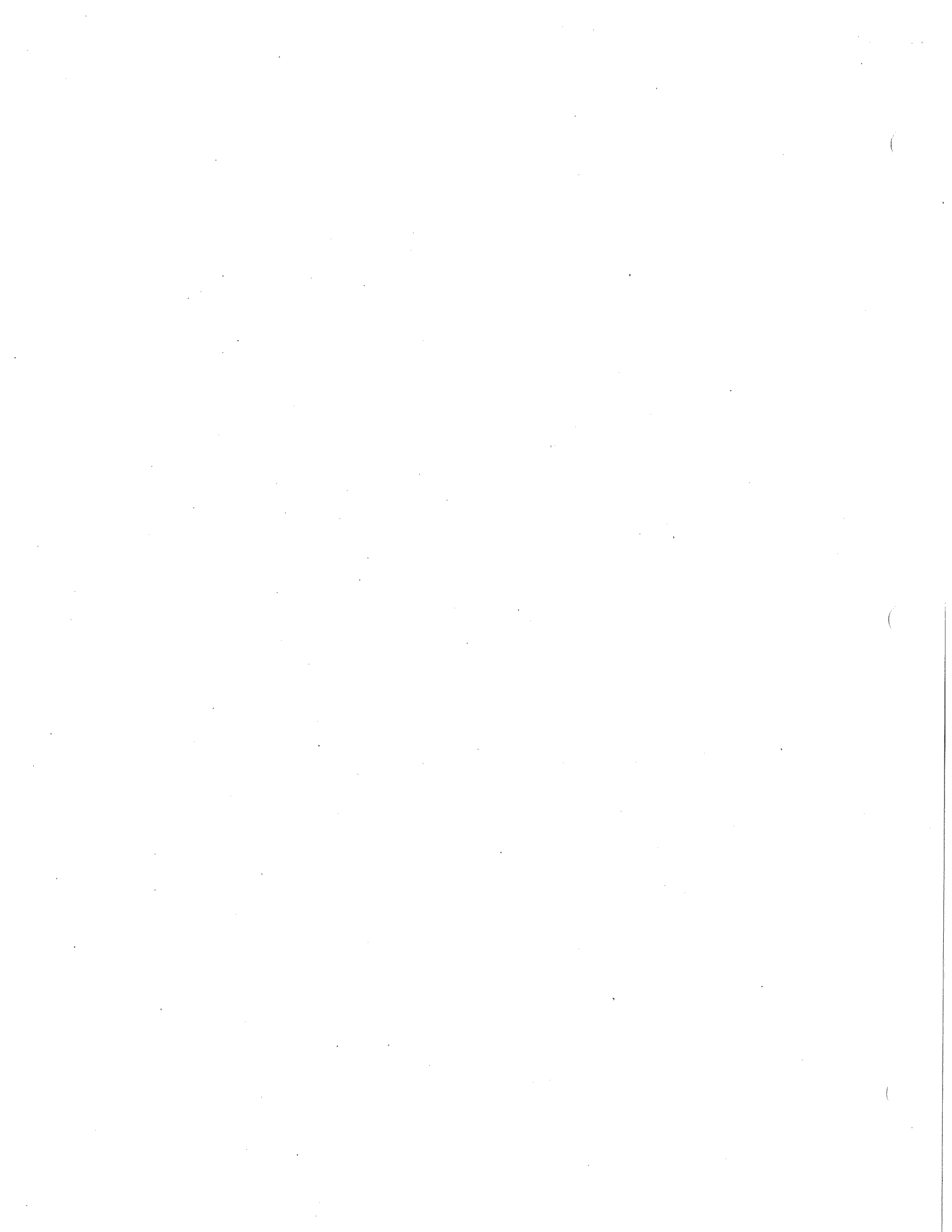
THENCE N 90°00'00" E, 134.26 feet to the monumented line of Sequatchew Creek per that Record of Survey by ESM, Inc. as filed under Recording No. 8907170351, Records of Pierce County, Washington;

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

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

9712230865

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After Recording Return To:

Terri L. Vancil
Weyerhaeuser Real Estate Company
WRE 1-1
P.O. Box 2999
Tacoma, WA 98477-2999

Document Title(s) (or transactions contained therein): 1. Declaration of Restrictive Covenant 2. 3. 4.
Grantor(s) Name (last, first, and initials): 1. Weyerhaeuser Real Estate Company 2. 3. 4. 5. <input type="checkbox"/> Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials): 1. The Public 2. 3. 4. <input type="checkbox"/> Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range) A portion of the Southeast quarter of Section 22 AND a portion of the South half of Section 23 AND a portion of the North half of Section 26 AND a portion of the Northeast quarter of Section 27, ALL in Township 19 North, Range 1 East, W.M., City of DuPont, County of Pierce, State of Washington. Legal Description is on pages 7 and 8 of Document.
Reference Number(s) of Documents Assigned or Released: 1. None 2. 3. 4. <input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s) a portion of 01-19-23-3-005 01-19-26-2-005 01-19-22-3-001

DECLARATION OF RESTRICTIVE COVENANT

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

The property that is the subject of this Restrictive Covenant was the subject of remedial action under the Washington Model Toxics Control Act ("MTCA") Chapter 70.105D RCW. This Restrictive Covenant is required by RCW 70.105D.030(1)(g) and WAC 173-340-440 (as amended 1/96) because an "industrial soil" cleanup standard was selected for soils on the site under WAC 173-340-745, resulting in residual concentrations of contaminants which exceed Ecology's residential soil cleanup standards. The remedial action undertaken to clean up the property is described in the Consent Decree entered in State of Washington vs. Weyerhaeuser Co., Inc and DuPont Co., Inc., Pierce County Cause No. 91-2-01073-1 and in a Cleanup Action Plan dated March 4, 1997. The Cleanup Action Plan is on file and available for inspection at the Washington State Department of Ecology, Toxics Cleanup Program, P.O. Box 47775, Olympia, WA 98504-7775.

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

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

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

With the exception of the establishment of institutional controls in affected areas, no further cleanup action is required on Parcel 2. As a result of interim cleanup actions now complete, Parcel 2 soils, surface water and ground water meet cleanup standards for industrial properties under the MTCA, as described in WAC 173-340.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Weyerhaeuser:

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

To Ecology:

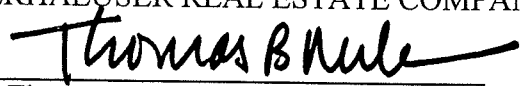
Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47775
Olympia, WA 98504-7775

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

EXECUTED this 8th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

By: _____

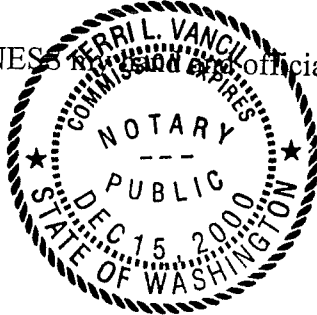

Thomas B. Miller
Vice President

STATE OF WASHINGTON)

County of King) : ss.

On this 09 day of December, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas B. Miller, known to be the Vice President of Weyerhaeuser Real Estate Company, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESSES have seen the official seal hereto affixed the day and year written above.



NOTARY PUBLIC in and for the State of Washington. My commission expires:
Jeri L. Vancil
Residing at Olalla

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

By: Mike L Blum
Name of Person Acknowledging Receipt

Dated: 12/18/97

Ecology Project Manager -
Title Toxics Cleanup Program

Attachments:

Exhibit A - Legal description of property.

DuPont Consent Area

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

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

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

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

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

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

THENCE continuing S 88°47'08" E, 1439.35 feet;

THENCE S 33°00'19" E, 543.91 feet;

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

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

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

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

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

THENCE N 00°00'00" W, 78.68 feet;

THENCE S 90°00'00" W, 262.85 feet;

THENCE N 00°00'00" W, 397.09 feet;

THENCE S 90°00'00" W, 970.32 feet;

THENCE N 00°00'00" W, 438.74 feet;

THENCE S 90°00'00" W, 286.79 feet;
THENCE S 00°00'00" E, 226.33 feet;
THENCE S 90°00'00" W, 231.85 feet;
THENCE S 00°00'00" E, 249.16 feet;
THENCE S 89°50'39" W, 1734.93 feet;
THENCE N 00°00'00" W, 258.53 feet;
THENCE S 90°00'00" W, 264.30 feet;
THENCE S 00°00'00" E, 511.38 feet;
THENCE N 90°00'00" E, 261.44 feet;
THENCE S 00°00'00" E, 239.63 feet;
THENCE N 90°00'00" E, 223.81 feet;
THENCE S 00°00'00" E, 252.97 feet;
THENCE N 90°00'00" E, 238.20 feet;
THENCE S 00°00'00" E, 266.87 feet;
THENCE N 90°00'00" E, 300.47 feet;
THENCE S 00°00'00" E, 496.73 feet;
THENCE N 90°00'00" E, 230.46 feet;
THENCE S 00°00'00" E, 224.71 feet;
THENCE N 90°00'00" E, 207.44 feet;
THENCE S 00°00'00" E, 673.76 feet;

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

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

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