



**PERIODIC REVIEW REPORT
FINAL**

**Weyerhaeuser Dupont - 1 & 2
Facility Site ID#: 1269 & 19825
Cleanup Site ID#: 3555 & 2519**

**2300 Golf House Drive
Dupont, WA 98372**

Southwest Region Office

TOXICS CLEANUP PROGRAM

July 2016

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup conditions and monitoring data to ensure that human health and the environment are being protected at the former Weyerhaeuser Dupont Facility site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Results of the Remedial Investigations revealed that the concentrations of aldrin, dinitrotoluene, nitrobenzene, 2,4,6-trinitrotoluene, arsenic, copper, mercury, motor oil (Bunker C), and motor oil concentrations exceeded the MTCA Method B cleanup levels for soil and/or groundwater. Cleanup activities at this Site were completed under two Consent Decrees (No. 91-2-01703-1 and No. 03-2-10484-7) entered into with Ecology in 1991 and 2003, respectively. The cleanup actions resulted in residual arsenic and lead in soils and dinitrotoluene (DNT) in groundwater exceeding MTCA Method B cleanup levels. The MTCA Method B cleanup level for soil are established under WAC 173-340-740(4). The MTCA Method B Cleanup levels for groundwater are established under WAC 173-340-720(3). WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

- Whenever the department conducts a cleanup action.
- Whenever the department approves a cleanup action under an order, agreed order or consent decree.
- Or, as resources permit, whenever the department issues a no further action (NFA) opinion.
- And one of the following conditions exists:
 - (a) Institutional controls or financial assurance are required as part of the cleanup.
 - (b) Where the cleanup level is based on a practical quantitation limit.
 - (c) Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the Site.
- (b) New scientific information for individual hazardous substances of mixtures present at the Site.
- (c) New applicable state and federal laws for hazardous substances present at the Site.
- (d) Current and projected Site use.
- (e) Availability and practicability of higher preference technologies.

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- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site History

The former Weyerhaeuser Dupont Site is located at 2300 Golf House Drive in the City of Dupont in Pierce County, Washington. The Site is surrounded by Northwest Landing property, which is now owned by the First Industrial Realty Trust (FIRT). The Golf Course property is owned by PNGA/WSGA Properties, Inc. Burlington Northern Railroad property is adjacent to the FIRT property to the west. Puget Sound is located to the west of the Burlington Northern Railroad property.

Dupont acquired the Site and adjacent areas in 1906 and constructed a munitions manufacturing plant and the Historical Village of Dupont as a company town for plant workers. The Historical Village of Dupont is approximately one mile southeast of the Site. Dupont manufactured munitions until the mid-1970s, when it sold the Site and adjacent areas to Weyerhaeuser. Weyerhaeuser and its subsidiary, Quadrant, named the property Northwest Landing and developed a planned Residential/Commercial community for the approximately 2,500-acres. Northwest Landing is a planned community within the City of Dupont and includes the Site. A Site Vicinity Map and a Site Plan are available as Appendix 6.1.

2.2 Summary of Site Contamination

Site contamination resulted from manufacturing and decommissioning the former munitions manufacturing facility. While the contamination was site-wide, the highest concentrations occurred in areas associated with former building foundations, in areas where manufacturing materials were disposed, and along the narrow gauge railroad tracks. The potentially contaminated media on the Site included surface water and sediment, groundwater, and soil and debris. An overview of the contamination associated with each medium is presented below.

2.2.1 Surface Water and Sediment

Three surface water bodies (Puget Sound, Sequelitchew Creek, and Old Fort Lake) are located within or adjacent to the Site. Puget Sound receives all groundwater and surface water discharge from the Site.

During the remedial investigation (RI), contaminant concentrations detected in surface water in Sequelitchew Creek (SC) and Old Fort Lake (OFL) are consistent with those detected at the area

background (i.e. upstream) sampling locations in SC and in other rivers and streams in Pierce County. Water samples were collected from two seep sampling locations that discharge Site groundwater to the intertidal area of the Puget Sound. This groundwater discharge is naturally saline due to saltwater intrusion, which disqualifies it as a drinking water source in accordance with MTCRA. Total dinitrotoluene (total DNT), which was the sum of 2,4-dinitrotoluene (2,4-DNT) and 2,6-dinitrotoluene (2,6-DNT), concentrations had ranged from non-detect to 0.27 micrograms per liter ($\mu\text{g/L}$) in 25 samples collected from seep #1 over the period of investigation. DNT was not detected in seep #2 sample. All detected DNT concentrations at seep #1 had been far below the protective surface water concentration of 9.1 $\mu\text{g/L}$. Based on this comparison, DNT in groundwater that was discharging from the Site via seeps to Puget Sound posed no concern to human health or the environment. A wide range of constituents were analyzed for in the sediment samples, however none were detected at elevated concentrations.

Based on the data presented in the 1994 Draft RI report, Ecology verbally agreed to No Further Action for surface water and sediment within the Site.

2.2.2 Groundwater

The only contaminants detected at elevated concentrations in groundwater since 1996 were the isomers 2,4-DNT and 2,6-DNT. Because detected DNT concentrations were consistently low, were not affecting the regional aquifer, were not affecting surface water, and the aquifer was not used as a drinking water source, Ecology determined that no active remedial action was necessary, and long-term monitoring at selected wells would be sufficient.

2.2.3 Soil and Debris

Of the 213 contaminants evaluated during Site characterization, the Risk Assessment (RA) identified only 11 constituents in soil [aldrin, arsenic, benzo(a)pyrene, DNT, copper, lead, mercury, nitrobenzene, 2,4,6-trinitrotoluene (TNT), tetrachloroethene (PCE), and total petroleum hydrocarbons (TPH)] at elevated concentrations sufficient to be considered contaminants of concern for human and/or ecological receptors. Site soil contamination occurred as two distinct categories:

1. Widespread arsenic and lead impacted surface soil
2. Isolated, small occurrences of TPH, mercury, DNT, TNT, nitrobenzene, benzo(a)pyrene, aldrin, PCE, copper, and/or arsenic/lead impacted subsurface [i.e., depth greater than one foot below ground surface (bgs)] soil.

Debris was primarily contaminated with lead in the form of lead-based paint. The total volume of contaminated soil was approximately 905,000 cubic yards (CY), and arsenic and lead contaminated soil accounted for approximately 96 percent of this volume.

2.3 Regulatory History

The Site was used for manufacturing commercial munitions from 1909 to 1976. Production of explosives material ceased, and decommissioning of the buildings began in 1976, when Weyerhaeuser purchased the property from Dupont. As part of the cleanup process, asbestos was removed, salvageable materials were recovered, and structures were either burned or demolished.

Actions taken at the Site subsequent to the shutdown in 1976 include the following:

- In 1985, Weyerhaeuser initiated studies to determine whether or not hazardous substances were present.
- In 1986, a Phase I Site survey and Review was conducted to identify areas on Site that may have been of environmental concern.
- In 1986, soil contamination was first documented and reported to Ecology.
- In 1987, a Phase II Site Characterization study was performed, which characterized the type, concentration, and distribution of constituents at 38 areas on Site.
- In 1989, a Baseline Human Health Risk Assessment was performed using results of the Phase II study.
- In 1991, the Companies signed a Consent Decree (No. 91 2 01703 1) with Ecology, where they agreed to study the site and complete a RI, Feasibility Study (FS), and RA. The property was then divided into two main areas: Parcel 1 (approximately 841 acres), and Parcel 2 (approximately 205 acres).
- In 1994 and 1995, draft RI, RA, and FS reports were submitted to Ecology and underwent public review.
- In 1996, based on the results of interim source removal actions, Ecology approved a Cleanup Action Plan (CAP) for Parcel 2. The CAP allowed for no further remediation activities at Parcel 2, except for the institutional controls that maintained the industrial use of Parcel 2.
- In 1997, Parcel 2 was deleted from the Consent Decree, and the deed requiring institutional controls to maintain the industrial use was recorded in the Pierce County Assessor's Office.
- Between 1990 and 2002, while studies and negotiations were ongoing, the Weyerhaeuser and Dupont undertook interim source removal actions to cleanup soil and/or debris at the Site, in accordance with MTCA and the Consent Decree.

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- In 2003, to fulfill the provisions of the Consent Decree, final RI, Remedial Action (RA), and Feasibility Study (FS) reports were prepared. A description of the contents of each of these reports is presented below.
 - RI – The purpose of the RI was to collect sufficient information regarding the Site to enable the completion of the RA and FS. The RI characterized the nature and extent of contamination based on the existing conditions at the Site. The RI report presented the analytical data for the media that were collected at the Site. The data were presented for each RI area, which were defined based on historical manufacturing and production operations at the Site.
 - RA – The RA evaluated Site conditions in relation to further land uses. The RA identified default soil cleanup levels (CLs) used for screening and presented the methods used to derive Site-specific remediation levels (RLs) protective of human health and ecological receptors based on future land use. These CLs and RLs were compared to Site-specific constituent concentrations to identify areas requiring additional evaluation in the FS.
 - FS – The FS evaluated potential cleanup methods designed to meet the remedial action objectives for the Site. The FS report provided information for the Companies to recommend options for remediation of selected areas, including both no action methods. Ecology evaluated the FS and selected the remedial measures it believed were appropriate.
 - In 2003, the Companies completed the detailed design and implementation of the remedial measures selected by Ecology in the CAP. This decision was captured in a new Consent Decree (No. 03 2 10484 7), which was agreed to by the Companies and Ecology and entered by the Court on August 15, 2003.
 - Confirmatory groundwater monitoring was conducted through 2014 to assess and then confirm attainment of cleanup levels for 2,4-DNT and 2,6-DNT.

2.4 Soil and Debris Remedial Actions

The remedial actions at the Site included interim remedial actions (IRAs), these actions included: localized removal at miscellaneous small units (MSUs, e.g., removal of debris piles and stockpiles), tree remediation, large-scale excavation focused on arsenic and lead impacted surface soil, and capping. These remedial actions occurred in several areas of the Site [i.e., Commercial (CM), Golf Course (GC), Industrial (IN), Historical (HI), and OS Areas]. Figures in Appendix 6.2 shows these remedial areas. In general, these remedial actions consisted of the following:

2.4.1 Interim Remedial Actions

IRAs were localized soil and/or debris removal actions conducted to minimize the potential for transport of residual constituents in soil, to protect groundwater (thereby minimizing potential future environmental impacts), to improve the safety and environmental conditions at the Site, to remove debris and facilitate a more complete and accurate RI, and to prepare for the final remediation of the Site. Materials were recycled off Site, incinerated off-Site, or sent to an approved landfill. IRAs were completed around former Bunker-C pipelines and above-ground storage tanks, around building foundations, the former narrow gauge railroad, the soil and sand laydown areas, along a 250-foot swath of land on the southern perimeter of the Site, and in areas where there were elevated mercury concentrations. For each IRA, complete work plans were developed, reviewed by Ecology, and revised in accordance with their comments. Each IRA was described in a series of Internal Source Removal Memoranda and submitted to Ecology for approval following completion of the work.

2.4.2 Localized Removal at Miscellaneous Small Units

MSUs were identified as areas where isolated, small occurrences of TPH, mercury, DNT and TNT, nitrobenzene, benzo(a)pyrene, aldrin, PCE, copper and/or arsenic/lead were found in sub-surface soil [i.e., soil at depth greater than one foot below ground surface (bgs)]. Some of the soil from the MSUs was excavated and disposed of on Site in placement areas (PAs) within the Golf Course (GC), and some was transported off-Site for disposal at a Ecology/United States Environmental Protection Agency (EPA) approved landfill. Contaminated debris occurred on Site as piping, brick and other construction materials painted with lead-based paint. Stockpiles of formerly excavated material primarily consisted of soil, although in some cases there was also demolition debris. Debris and stockpile materials were sampled to characterize the constituent (e.g., arsenic, lead etc.) concentration. Depending on the concentration, they were either excavated and disposed of on-site in PAs within the GC Area, or transported off-Site for disposal at an Ecology/EPA approved landfill.

2.4.3 Tree Root Zone Remediation

The purpose of this remedial action was to preserve selected trees within the future GC footprint. This remedial action involved sampling soil within tree drip lines (i.e., approximate horizontal distance of the outstretched limbs and roots) for arsenic and lead. In instances where the arsenic cleanup level (CL) or lead screening level (SL), were exceeded, one foot of soil was carefully removed within the drip line of the tree, soil samples were collected, and excavation was immediately filled with clean top soil. If confirmation sample results exceeded the applicable cleanup goals, additional rounds of excavation and confirmation sampling were conducted until the remediation goals were achieved.

2.4.4 Large – Scale Excavation

Large-Scale Excavation (LSE) involved excavation of one foot of soil over large areas of the Site where elevated levels of arsenic and lead were present. Following excavation, confirmation

samples were collected to confirm that the applicable cleanup goals were met. Where goals were not achieved, additional excavation was conducted until goals were met. Excavated soil was disposed of on-Site in PAs within the GC area.

2.4.5 On-Site Deposition with a Cap/Cover (Golf Course)

The majority of contaminated soil excavated from the Site was deposited in PAs that were located within the GC footprint. The contaminated soil was then covered with a cap that consisted of at least 12-inches of compacted gravel that was then topped with a minimum of six inches of clean soil.

2.4.6 Cap/Cover of Historical Areas

Contaminated soil in the HI Areas was covered with a cap that consisted of at least 12-inches of compacted gravel that was then topped with a minimum of six inches of clean soil. After the minimal cap thickness was met, where planting was specified, additional soil was added to the depth necessary to cover the root ball of the designated plant(s).

2.5 Cleanup Levels

2.5.1 Soil Cleanup Levels

Default cleanup levels published in Ecology tables (i.e. CLARC) were only used in the industrial area at the Site located north of Sequatchew Creek. These levels assume adult workers would be exposed to hazardous constituents through incidental soil ingestion.

Ecology approved Site-specific cleanup levels for the remainder of the Site. Site-specific cleanup levels varied for individual contaminants and future use of the property. Soil cleanup levels for the GC and commercial areas are available in the table below:

CONTAMINANT	CLEANUP LEVEL (mg/kg)
Total Dinitrotoluene	3
2,4,6-Trinitrotoluene	1.75
Motor Oil (Bunker C)	7,600
Motor Oil	2,000
Arsenic	60
Lead	118
Mercury	24

Soil cleanup levels for the historical areas and open space are available in the table below:

CONTAMINANT	CLEANUP LEVEL (mg/kg)
Arsenic	32
Lead	118
Aldrin	0.3

Soil cleanup levels for industrial areas are available in the table below:

CONTAMINANT	CLEANUP LEVEL (mg/kg)
Total Dinitrotoluene	3
2,4,6-Trinitrotoluene	1.75
Arsenic	90
Lead	1,000

2.6 Points of Compliance

The point of compliance for soil is soil throughout the property to a depth of 15 feet bgs.

2.7 Groundwater

DNT is the only contaminant that is of potential concern in groundwater. All other chemicals are either below the levels of concern, were not detected, or are below background concentrations. Data from over 38 rounds of combined pre-RI, RI, and post-Site closure groundwater sampling (from 1988 to the present) at 30 well locations indicated that low DNT concentrations have been consistently detected in 6 of 30 Site groundwater monitoring locations.

As required by the Consent Decree, groundwater monitoring is required at the Site until the total DNT groundwater concentration is below the practical quantitation limit (PQL) of 0.33 µg/l for four consecutive sampling rounds. Because the MTCA Method B cleanup level of 0.13 µg/L is lower than the PQL, Ecology defaults to the PQL, as the cleanup level until such time as technology advances, allowing detection of those constituents at lower concentrations. The highest DNT concentration in groundwater ever detected at the Site was 3.8 µg/l in MW-27 in January of 1995. However, DNT levels in this well declined to below levels of concern in subsequent sampling rounds. This concentration was approximately 10 times higher than the PQL. If any of the results from future groundwater sampling are greater than 3.8 µg/l, Ecology will meet with the Companies to discuss the results. As discussed in section 2.7.1, the groundwater decision criteria has been met and no future groundwater monitoring will not be required at this Site.

The Former Dupont Works Closure Report (Pioneer 2007) assumes that the groundwater is used as a residential drinking water source and presents the decision criteria for DNT isomer-specific (2,4-DNT and 2,6-DNT) analysis including the duration of groundwater monitoring. The decision criteria outlined in the Closure Report is as follows:

- Testing for an isomer will be discontinued for a well if all individual DNT isomers are not detected for four consecutive sampling rounds.
- If only one isomer is detected in a well, then the single criterion (i.e., 32 µg/l for 2,4-DNT or 16 µg/l for 2,6-DNT) will be applied.
- If both isomers are detected, total DNT criteria of 0.33 µg/L will be applied.

The groundwater monitoring will be discontinued if either of the following occur:

- Both DNT isomers detected, but the DNT mixture concentration is below the decision criteria of 0.33 µg/L (PQL) for four consecutive groundwater monitoring events.
- If only one DNT isomer is detected and the isomer concentration is below respective decision criteria as stated above for four consecutive groundwater monitoring events.

The wells that will be monitored for DNT are monitoring wells MW-19, DA-1, DA-2, DA-3, and DA-4. Monitoring well locations are included as Appendix 6.3.

2.7.1 Recent Groundwater Sampling Data

During the past four groundwater monitoring events (from 2011 through 2014), 2,4-DNT was not detected and 2,6-DNT has been detected below the decision criteria (16 µg/L) presented in the Closure Report. In addition, all groundwater DNT concentrations remain less than the MTCA Method B surface water cleanup level of 9.1 µg/L. Since the decision criteria has been met as presented in the Closure Report, the groundwater monitoring was discontinued after May 2014 sampling event and groundwater monitoring wells have been abandoned. The groundwater monitoring results are included as Appendix 6.4

2.8 Institutional Controls

Institutional controls, in the form of Restrictive Covenant (RC), were placed upon the Site in 2006. These land-use restrictions will ensure that future development will be consistent with the goals of the cleanup, Ecology requirements, and the conditions and assumptions used to develop the Site-specific remediation levels.

2.9 Restrictive Covenant

Separate RCs were recorded for each portion of the Site. The Covenants generally include similar restrictions which may include:

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1. **Restrictions on Use of Property:** The property is a culturally-significant site. Development and use of the Property, if any, (a) shall be subject to prior approval and express permission of the Washington State Department of Archaeology (WSDA) and Historical Preservation, the Nisqually Indian Tribe and the Department of Ecology; (b) shall be only as allowed under the City of Dupont zoning regulations and Comprehensive Land Use Plan and under MTCA; and (c) shall in no event be developed and used for any of the following: residential uses, schools, daycares, parks, recreational uses, or any other use in which the likelihood of children having sustained access to soils can be reasonably anticipated.

 2. **Restrictions on Activities:** The Owner may maintain the Property consistent with its preservation as a culturally-significant Site. Notification of any excavation, whether accidental or authorized by the Department of Ecology, must be provided to the Department of Archaeological and Historical Preservation and the Nisqually Indian Tribe. Maintenance of any impervious surfaces is expressly permitted without notice so as long as appropriate health and safety protocols are followed. For development activities permitted under the RC, excavated soils must be managed properly and unless put back in place, must be either placed in an area within the boundaries of the Former Dupont Works Site (including but not limited to the parcel on which this RC is recorded), or disposed off-Site in accordance with applicable regulations; provided, however, that any excavated soils removed from the areas identified in Exhibit C and discussed in Section 3 below that cannot be put back in place **must** be disposed off-Site in accordance with the applicable regulations. Excavated soils shall be managed to minimize exposure to workers and other adults, including but not limited to the use of best management practices to control dust and surface water runoff; and to prevent exposure to children. Any activity on the Property that could interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited without prior written approval from the Department of Ecology.

 3. **Protection of Residual Contaminants:** The Owner shall not penetrate, alter, damage, remove or breach in any manner the durable, permeable, engineered material (“cap”) installed over contaminated soils at various places throughout the Property; nor remove or excavate any contaminated soils below the Cap in any manner that may result in the release of or exposure to hazardous substances without prior written approval from the Department of Ecology. Only plants with shallow roots that will not penetrate the Cap are allowed to be installed and maintained above the Cap. The locations of the Property where contaminated soil has a Cap over it, as well as the elevations and contours of the Cap themselves, are described in Exhibit C, attached hereto and incorporated herein by this reference.
 - a. Section 3.1: Cap Integrity: Specifically, the Owner shall not perform or allow any person to perform any of the following activities through or under the Cap:
 - i drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface of the Cap
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beyond its load bearing capability, piercing the surface with a rod, spike or similar item; or

ii excavation or removal of loam, peat, sand, gravel, rock, or any other mineral or natural resource; or

iii planting of large trees or other vegetation the roots of which would breach the Cap; or

iv any other activity which penetrates, breaches, or disturbs the structural integrity of the Cap without first obtaining the express written consent of the Department of Ecology.

b. Section 3.2: Emergency or Accidental Damage to Cap. If it becomes necessary to excavate below or penetrate the Cap as part of a response to an emergency (i.e., repairing utility lines or responding to a fire or flood) or if the Cap is accidentally breached for any reason, the requirements of the previous subsection may be suspended, provided that the Owner:

i notifies the Department of Ecology and Weyerhaeuser of such emergency or accident as soon as possible but no more than twenty-four hours after learning of such emergency or accident; or

ii notifies the Washington Office of Archaeology and Historical Preservation and the Nisqually Indian Tribe as soon as possible but no more than forty-eight hours after learning of such emergency or accident; and

iii limits the actual disturbance involved in such excavation or breach to the minimum reasonably necessary to adequately respond to the emergency.

4. **Change of Use:** The Owner must notify and obtain approval from the Department of Ecology prior to any use of the Property that is inconsistent with the terms of this RC. The Department of Ecology may approve any inconsistent use only after public notice and comment; provided however, in no event may any change in use be approved that would allow for residential uses, schools, daycares, parks, recreational uses, or any other use in which the likelihood of children having sustained access to soils can be reasonably anticipated.

5. **Notice of Conveyance:** The Owner must give thirty (30) day's advance written notice to the Department of Ecology of the Owner's intent to convey any interest in the Property. Within thirty (30) days of the date any instrument conveying a fee title interest is executed, grantor must provide the Department of Ecology with a certified true copy of the instrument and, if it has recorded in the public land records, its recording reference. No conveyance of title, easement, lease, or other interest in the Property shall be

consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

6. **Leasehold Interest:** The Owner must restrict leases to uses or activities consistent with this RC and notify all lessees of the restrictions on the use of the Property.
7. Within thirty (30) days of the date of execution, the Owner shall record this RC with the Pierce County Assessor's Office, and provide evidence of recordation to the Department of Ecology.
8. **Notice Requirement:** The Owner shall 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 RESTRICTION COVENANT, DATED, RECORDED IN THE PUBLIC LAND RECORDS ON, IN BOOK, PAGE, IN FAVOR OF, AND ENFORCEABLE BY THE STATE OF WAHSINGTON.
9. **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 postage prepaid, addresses as follows:

To Weyerhaeuser:
Vice President
Environmental Affairs, Sustainability and Corporate Responsibility
Weyerhaeuser Company
Mail Stop 1J32
PO Box 9777
Federal Way, WA 98063-9777

To the Department of Ecology
Washington State Department of Ecology
Toxics Cleanup Program
PO Box 47775
Olympia, WA 98504-7775

10. **Groundwater Withdrawal:** The Owner of the Property must not permit withdrawal of groundwater from the Property for drinking water purposes, unless authorized by the Department of Ecology. Withdrawal of groundwater from monitoring wells for the purposes of extracting samples for analysis is expressly permitted.
11. **Access:** The Owner shall allow authorized representatives of the Department of Ecology, The Chemours Company and Weyerhaeuser the right to enter the Property at reasonable times for the purpose of monitoring compliance with the terms of this RC, evaluating the

Remedial Action; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

12. **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 RC.
13. **Enforcement:** Weyerhaeuser, the E.I. Dupont de Nemours Company, and the Department of Ecology shall each have the right, but the obligation, to enforce the terms of this RC by resolve to specific performance or any legal process; provided, however, that no provision of this RC shall be construed or intended to impose any obligations, by law or by contract, on the Department of Ecology or Weyerhaeuser or E.I. Dupont de Nemours Company to take action to enforce said restrictions. Neither the right nor authority of the Department of Ecology and Weyerhaeuser and RE/I. de Nemours Company to enforce this RC nor a decision made to exercise or not to exercise such authority to right shall give rise to any duty or responsibility on the party of the Department of Ecology or Weyerhaeuser or E.I. Dupont de Nemours Company to exercise or not exercise this right on behalf of any Party or other person or entity. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including MTCA. Any forbearance, delay or omission to exercise the enforcement rights under this RC in the event of a breach of any term of this RC shall not be deemed to a waiver of such term or of any subsequent breach of the same or any other term, or of any the rights under this RC. Should legal counsel be employed to enforce this RC, all costs incurred in such enforcement, including reasonable attorneys' fees shall be paid by the Owner found to be in violation.
14. **No Third Party Beneficiary:** The RC is intended for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, including all current and future owners of any portion or interest in the property. The Parties to this RC expressly do not intend to benefit any other person or entity, and expressly do not intend to create any third-party beneficiaries to any provision of this RC, including but not limited to any enforcement provisions.
15. **Run with the Land:** To the extent that this RC is construed as a RC, it shall run with the land, and shall be binding on the Owners, their successors and assigns, of all or any portion of the Property. No conveyance of title, easement, lease, or others in the Property shall be consummated by the property owner without adequate and complete provision for the continued observation of this RC.
16. **Severability:** Invalidation of any provision or application of a provision of this RC by any court shall not affect any other provisions or applications.
17. **Easement in Gross:** To the extent that this RC creates a negative easement, it shall be consumed as an easement in gross for the sole benefit of Weyerhaeuser Company, without whose consent it cannot be released, modified or amended.

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18. **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.

An example recorded RC from the Golf Course (not including the lengthy legal description) is attached as Appendix 6.5.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

The caps created over placement areas at the Site continue to eliminate human exposure to contaminated soils by ingestion and direct contact. Based upon the Site visit conducted on July 22, 2015, the cap is in good condition and no repair, maintenance or contingency actions are required at this time. The placement areas located within the Golf Course are in excellent condition. There is no evidence of the exposure of hazardous materials located within the placement areas. A photo log is available as Appendix 6.6.

As discussed in section 2.7.1, the decision criteria for DNT concentration has been met as outlined in the Closure Report. As a result the groundwater monitoring was discontinued in June 2014. However, the Restrictive Covenant restricts the extraction of groundwater for use as drinking water. This eliminates any risk of human exposure to remaining DNT concentrations in groundwater.

The RC for the various parcels of the Site have been recorded and remain active. These RCs limit use of groundwater withdrawal and excavation activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. These RCs serve to assure the long term integrity of the Cap covering the contaminated soils.

Soils with concentrations of contaminants of concern higher than MTCA cleanup levels are still present at the Site. However, the Cap and Site use limit human exposure to this contamination by ingestion and direct contact with soils. The RC for the property will ensure that the structural cover will be protected through maintaining the current use of the Site.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new relevant scientific information for hazardous substances remaining at the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

WAC 173-340-702(12)(c) provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this Chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

Although contamination remains at the Site above cleanup levels, the cleanup action still appears protective of human health and the environment. There is no evidence that the remediation levels selected for the Site are no longer sufficiently protective of human health and the environment.

3.4 Current and projected Site use

The Site is currently used for a variety of purposes. The various RCs recorded for the Site have been specifically created for the projected use in each area. Several portions of the Site are available for purchase and future development, but the future development will be controlled by limitations within the RC for the area.

3.5 Availability and practicability of higher preference technologies

The implemented remedy included removal/recycling of hazardous substances as well as containment, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial actions were capable of detection below Site cleanup levels except for total DNT analysis in groundwater. The MTCA Method B cleanup level for total DNT is 0.13 µg/l. Based on the latest analytical method, the lowest achievable PQL is 0.33 µg/l and as per WAC 173-340-707(2), the PQL of 0.33 µg/l will be considered as the cleanup level for the total DNT. However, the analytical methods used at the time of the remedial actions for individual DNT isomers were capable of detection below Site-specific cleanup levels. For all other contaminants, the presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, under WAC 173-340-740(6) (d), the cleanup action could comply with cleanup standards if the long-term integrity of the containment system is ensured and the requirements for containment technologies in WAC 173-340-360 is continue to be met.
- As discussed in section 2.7 and 2.7.1, the results of last four rounds of groundwater monitoring conducted between 2011 through 2014 showed that 2,4-DNT was not detected and 2,6-DNT was detected below the decision criteria presented in the Closure Report. As a result, the groundwater monitoring was discontinued in late 2014 and the groundwater monitoring will no longer be required at this Site. However, the Restrictive Covenant restricts the groundwater use for drinking purposes since the laboratory practical quantitation limit for DNT is higher than the MTCA Method B cleanup level.
- The soil cleanup actions and the groundwater monitoring requirements have been met as required by the Consent Decree No. 03-2-10484-7 and the decision criteria presented in the Closure Report respectively.
- The EC for the property is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this review, Ecology has determined that the remedial actions conducted at the Site continue to be protective of human health and the environment. The requirements of the EC are being satisfactorily followed and no additional remedial actions are required at this time. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the surface cover is maintained.

Ecology has determined that the Weyerhaeuser Dupont Site meets the requirements for removal from the Hazardous Sites List [WAC 173-340-330(7)]. Ecology proposes to remove the Site from the Hazardous Site List subsequent to, and after consideration of, public comment.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Pioneer Technology Corporation, West Shore Corporation, NW and Asmundson & Company. Remedial Design Report. April 24, 2003.

Pioneer Technologies. Final Closure Report – Civic Center Parcel. September 2005

Department of Ecology. No Further Determination Letter. October 30, 2007.

Pioneer Technology Corporation. Groundwater Monitoring Results for 2008. October 2008.

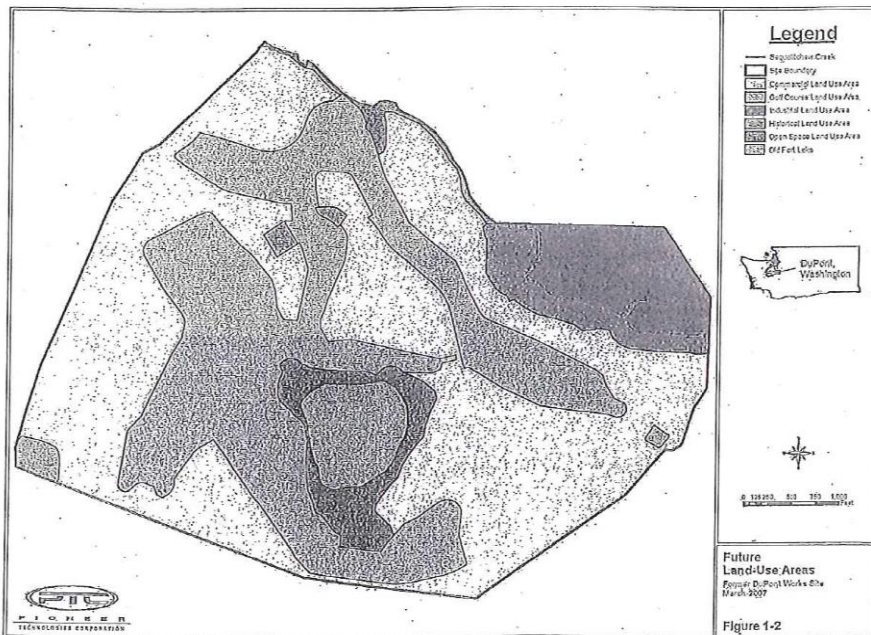
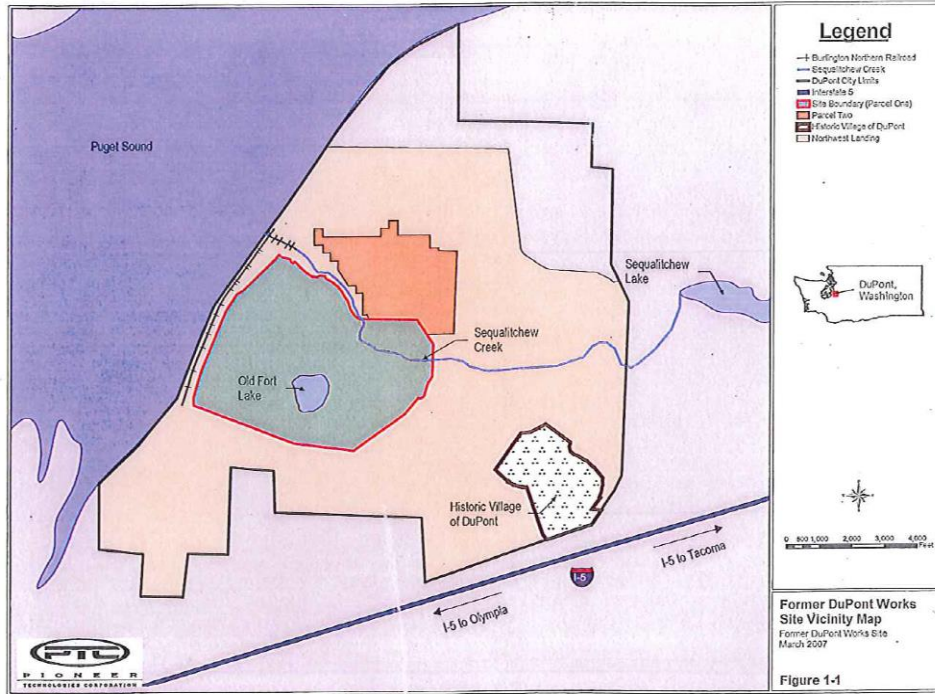
Pioneer Technologies Corporation. Groundwater Monitoring Results for 2009. October 2009.

Department of Ecology. Restrictive Covenant. November 1, 2006.

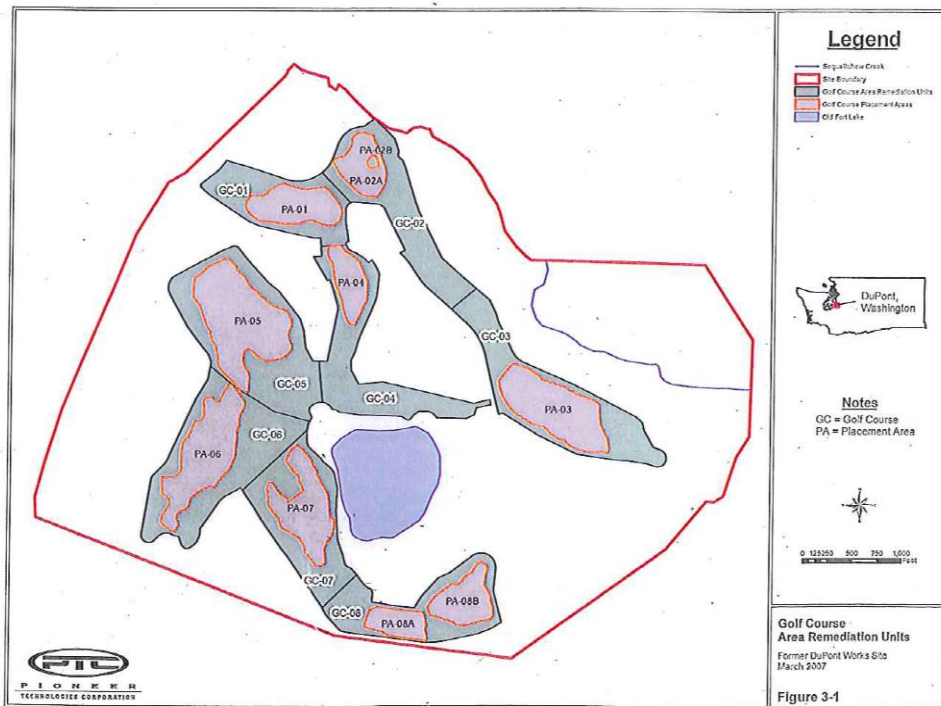
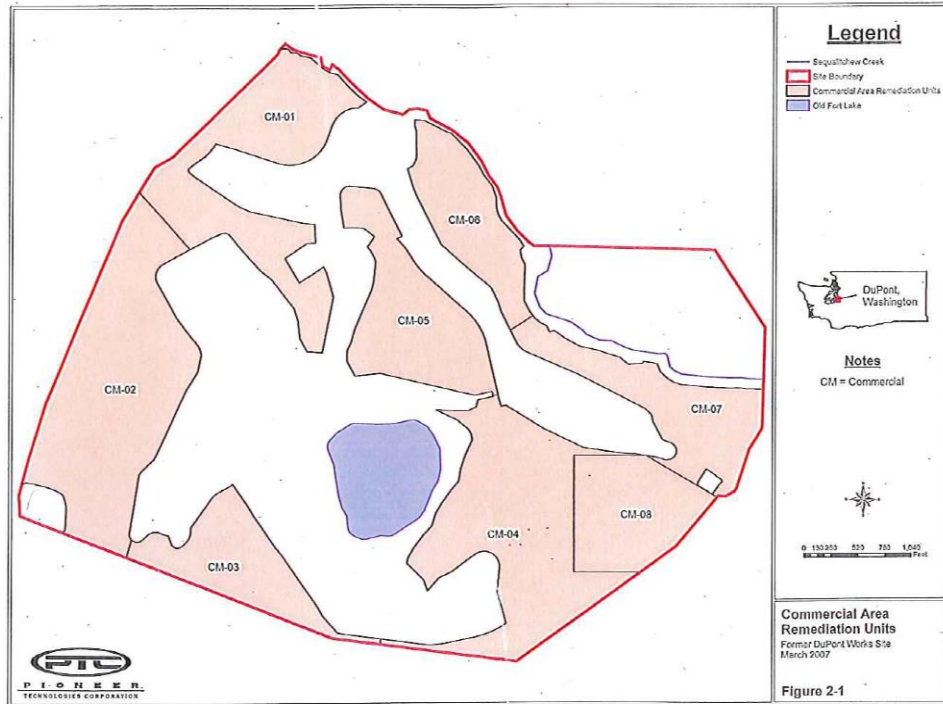
Department of Ecology. Site Visit on July 22, 2015

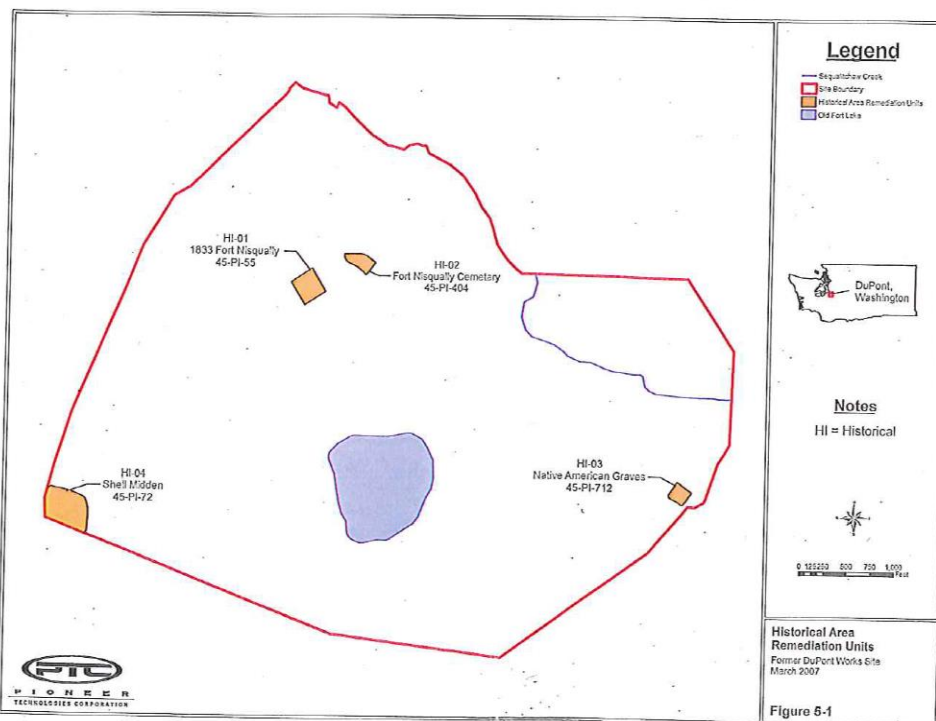
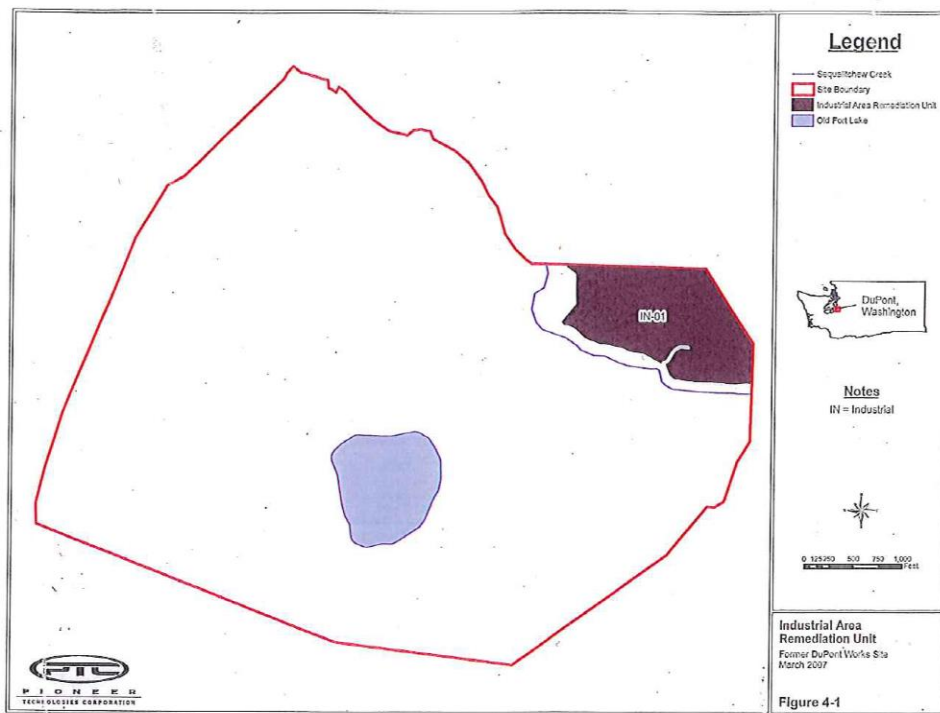
6.0 APPENDICES

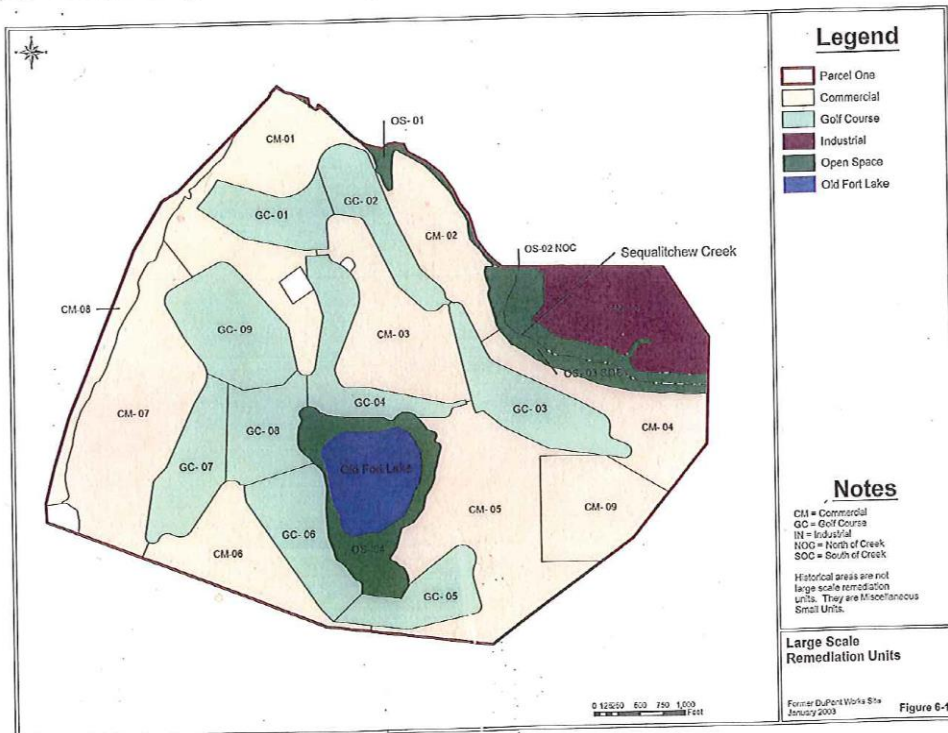
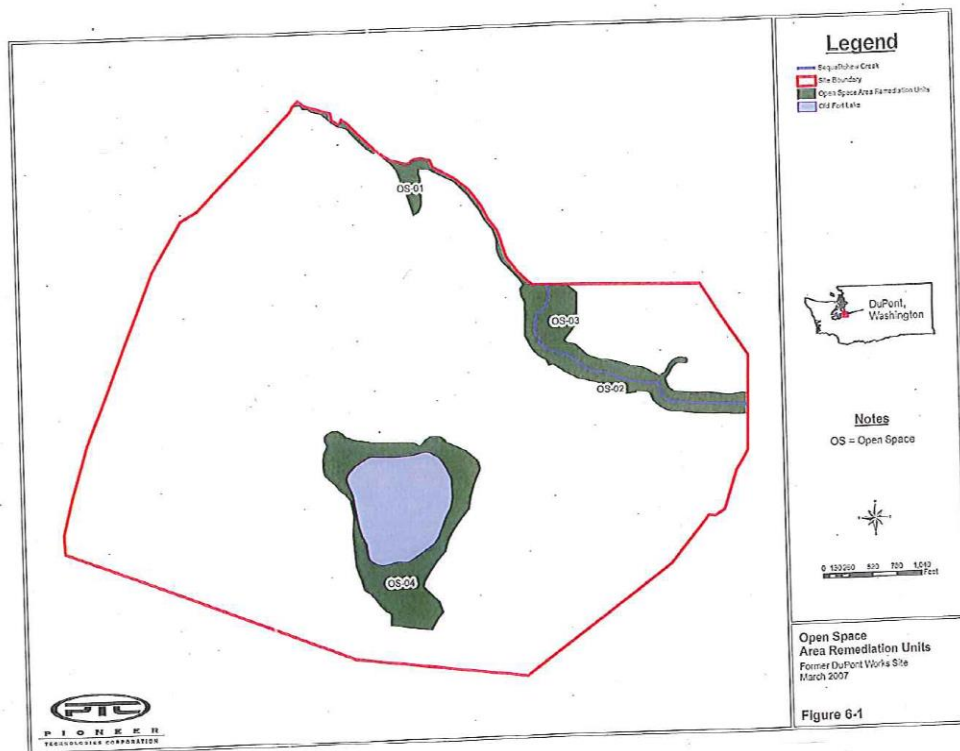
6.1 Vicinity and Site Maps

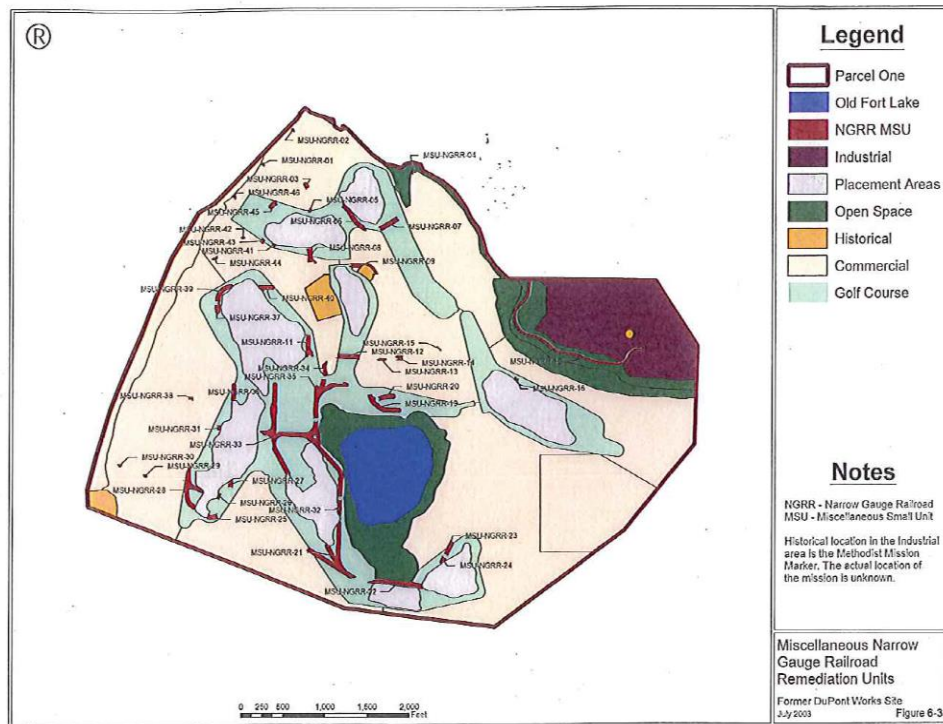
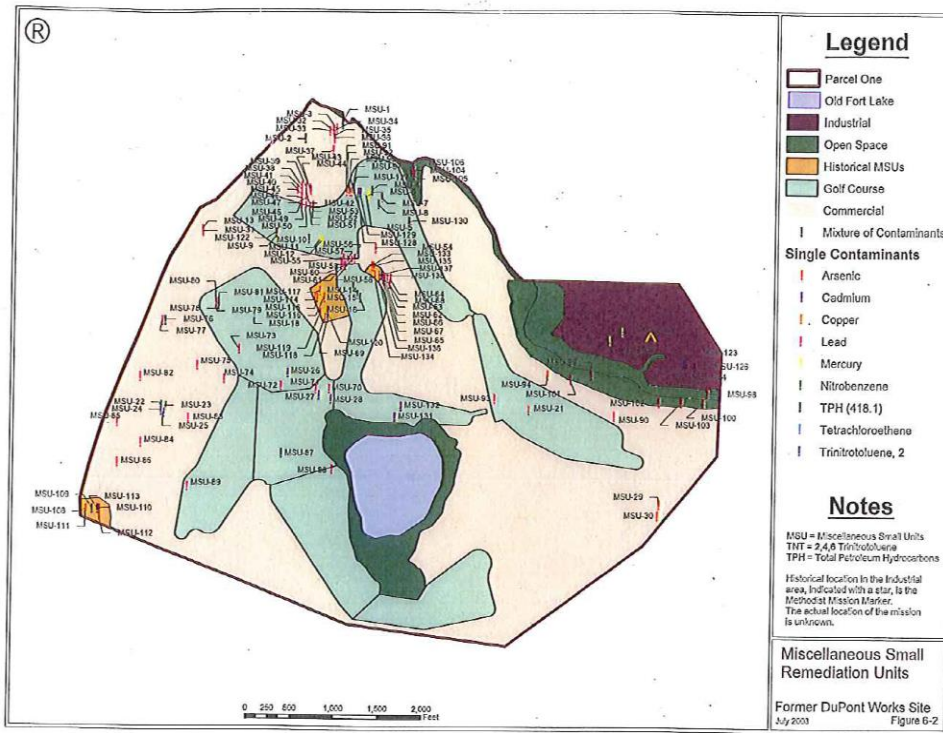


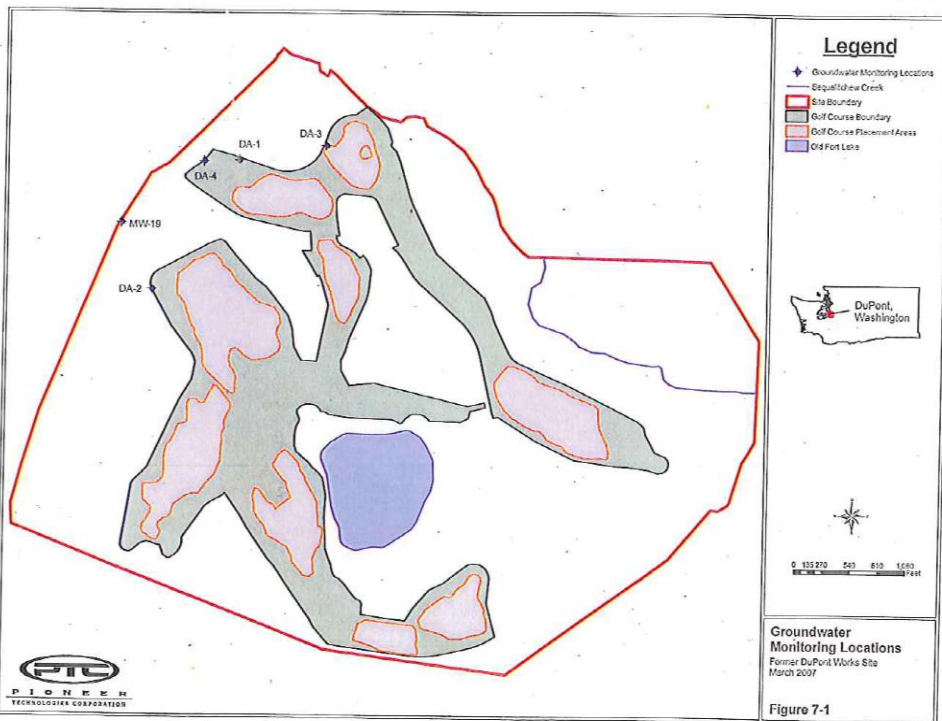
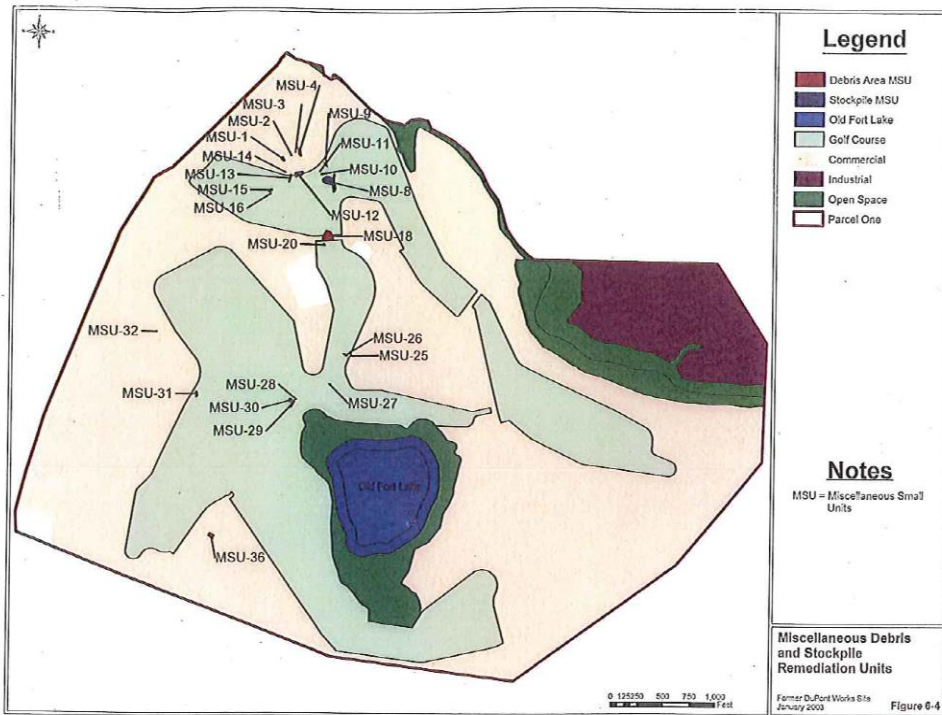
6.2 Soil Remediation Areas











6.3 Groundwater Monitoring Well Locations

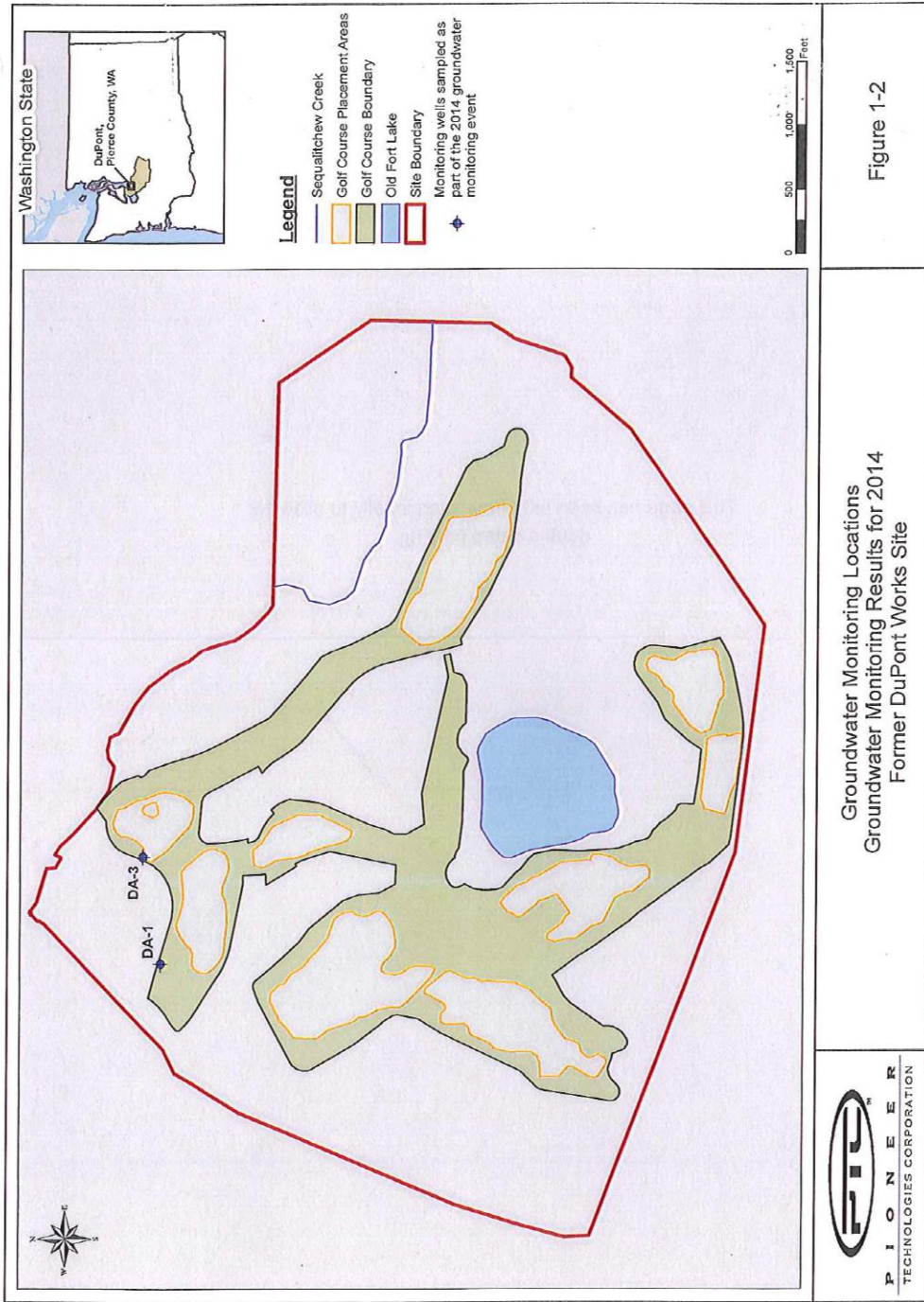


Figure 1-2

6.4 Compliance Groundwater Monitoring Results



Table 3-1: Dinitrotoluene Groundwater Concentrations

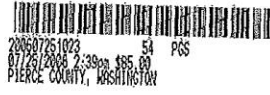
Well	2011 GWM Event May 2011				2012 GWM Event May 2012				2013 GWM Event June 2013				2014 GWM Event May 2014					
	2,4-DNT (ug/L)	2,6-DNT (ug/L)	DNT Mixture (ug/L)		2,4-DNT (ug/L)	2,6-DNT (ug/L)	DNT Mixture (ug/L)		2,4-DNT (ug/L)	2,6-DNT (ug/L)	DNT Mixture (ug/L)		2,4-DNT (ug/L)	2,6-DNT (ug/L)	DNT Mixture (ug/L)			
DA-1	0.097	U	0.23		0.099	U	0.26	J	0.31	J	0.34	J	0.39	J	0.45	J ⁽⁶⁾	0.50	J
DA-3	0.098	U ⁽¹⁾	0.27	J ⁽¹⁾	0.099	U ⁽²⁾	0.24	J ⁽²⁾	0.29	J	0.34	J ⁽³⁾	0.39	J	0.43	J	0.48	J

Notes:
 U: Not detected at associated reporting limit concentration
 J: Estimated concentration
 DNT Mixture concentration equals the sum of 2,4-DNT and 2,6-DNT concentrations with half the detection limit used for non-detects.
 (1) Field duplicate was collected from DA-3 during this GWM event. 2,4-DNT and 2,6-DNT concentrations in duplicate were 0.096 ug/L and 0.21 ug/L, respectively.
 (2) Field duplicate was collected from DA-3 during this GWM event. 2,4-DNT and 2,6-DNT concentrations in duplicate were 0.10 ug/L and 0.24 ug/L, respectively.
 (3) Field duplicate was collected from DA-3 during this GWM event. 2,4-DNT and 2,6-DNT concentrations in duplicate were 0.10 ug/L and 0.34 ug/L, respectively.
 (4) Field duplicate was collected from DA-1 during this GWM event. 2,4-DNT and 2,6-DNT concentrations in duplicate were 0.10 ug/L and 0.46 ug/L, respectively.

Decision Criteria

DNT Method A surface water cleanup level	9.1 ug/L
DNT Mixture (if both isomers are detected) decision criteria	0.33 ug/L
2,4-DNT decision criteria	32 ug/L
2,6-DNT decision criteria	16 ug/L

6.5 Restrictive Covenant

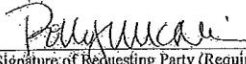


Name & Return Address:

Polly L. McNeill, Esq.
Summit Law Group
345 Fifth Ave S, Suite 1000
Seattle, WA 98104

NON-STANDARD DOC FEE-\$50.00

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Document Title(s)
Declaration of Restrictive Covenant -- Golf Course
Grantor -- Weyerhaeuser Company
Grantee -- State of Washington, Department of Ecology
Legal Description (Abbreviated, i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)
Lots 4, 7 and 8 of that Record of Survey recorded under Recording No. 200601275001, Records of Pierce County, Washington
Complete Legal Description in Exhibit A of the Document
Auditor's Reference Number -- 200601275001
Assessor's Property Tax Parcel/Account Number(s) -- 0119272004, 0119273009, and 0119262014
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.
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.
 Signature of Requesting Party (Required for non-standard recordings only)

DECLARATION OF RESTRICTIVE COVENANT

GOLF COURSE

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 this 24th day of July, 2006, by the Weyerhaeuser Company ("Weyerhaeuser"), its successors and assigns, and the State of Washington, Department of Ecology ("Department of Ecology"), and its successors and assigns.

The undersigned, Weyerhaeuser, covenants that it is the fee owner of real property in Pierce County, Washington, legally described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference ("Property").

The Property is within an area commonly referred to as "Parcel One" of the "Former DuPont Works Site" that was the subject of work to clean up the Property ("Remedial Action") under the Washington Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW. The Remedial Action is described in the Consent Decree entered in *State of Washington, Department of Ecology v. Weyerhaeuser Company and E.I. DuPont de Nemours and Company* (Thurston County Cause No. 03-2-10484-7), in attachments to the Decree and in documents referenced in the Decree, including without limitation the Cleanup Action Plan attached to the Consent Decree as Exhibit A, and incorporated therein by reference. 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 boundary of Parcel One is depicted in Exhibit B, attached hereto.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations at portions of the Property of hazardous substances which exceed the soil and groundwater cleanup levels specified in MTCA for unrestricted land uses.

Weyerhaeuser makes the following declaration as to limitations, conditions, restrictions, and uses to which the Property may be put and specifies that such declarations shall run with the land as provided by law and shall be binding on Weyerhaeuser, its successors and assigns, and any and all parties and persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter, "Owner").

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Section 1: Restrictions on Use of Property. The Property may be developed and used only for a golf course and related amenities, such as roadways, parking, club house facilities, a golf museum, training facility, conference center, banquet facility, meeting rooms, and offices, to the extent permitted under the City of DuPont zoning regulations and Comprehensive Land Use Plan and under MTCA; provided, however that the Property shall not be developed and used for any of the following: residential uses, schools, daycares, parks, recreational uses (with the exception of golf course uses), or any other use in which the likelihood of children having sustained access to soils can be reasonably anticipated.

Section 2: Restrictions on Activities. The Owner may maintain and develop the Property consistent with its intended use as a golf course and related amenities. Normal construction and maintenance activities for golf course development are not restricted by this Section. Maintenance of any impervious surfaces is expressly permitted without prior approval so long as appropriate health and safety protocols are followed. For development activities permitted under this Restrictive Covenant, excavated soils must be managed properly and unless put back in place, must be either placed in an area within the boundaries of the Former DuPont Works Site, or disposed off-site in accordance with applicable regulations; provided, however, that any excavated soils removed from the areas identified in Exhibit C and discussed in Section 3 below that cannot be put back in place must be disposed off-site in accordance with applicable regulations. Excavated soils shall be managed to minimize exposure to workers and other adults, including but not limited to the use of best management practices to control dust and surface water runoff, and to prevent exposure to children. Any activity on the Property that could interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited without prior written approval from the Department of Ecology.

Section 3: Protection of Residual Contaminants. The Owner shall not penetrate, alter, damage, remove or breach in any manner the durable, permeable, engineered material ("Cap") installed over contaminated soils at various places throughout the Property; nor remove or excavate any contaminated soils below the Cap in any manner that may result in the release of or exposure to hazardous substances without prior written approval from the Department of Ecology. Only plants with shallow roots that will not penetrate the Cap are allowed to be installed and maintained above the Cap. The locations of the Property where contaminated soil has a Cap over it, as well as the elevations and contours of the Caps themselves, are described in Exhibit C, attached hereto and incorporated herein by this reference.

Section 3.1: Cap Integrity. Specifically, the Owner shall not perform or allow any person to perform any of the following activities through or under the Cap:

- a. drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface of the Cap beyond its load bearing capability, piercing the surface with a rod, spike or similar item other than for the repair of in-place drainage lines which were installed in clean, imported gravels and do not require special handling; or

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- b. excavation or removal of loam, peat, sand, gravel, rock, or any other mineral or natural resource; or
- c. planting of large trees or other vegetation the roots of which would breach the Cap; or
- d. any other activity which penetrates, breaches, or disturbs the structural integrity of the Cap without first obtaining the express written consent of the Department of Ecology.

Section 3.2: Emergency or Accidental Damage to Cap. If it becomes necessary to excavate below or penetrate the Cap as part of a response to an emergency (e.g. repairing utility lines or responding to a fire or flood) or if the Cap is accidentally breached for any reason, the requirements of the previous subsection may be suspended, provided that the Owner:

- a. notifies the Department of Ecology and Weyerhaeuser of such emergency or accident as soon as possible but no more than twenty-four hours after learning of such emergency or accident; and
- b. limits the actual disturbance involved in such excavation or breach to the minimum reasonably necessary to adequately respond to the emergency.

Section 4: Change of Use. The Owner must notify and obtain approval from the Department of Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology may approve any inconsistent use only after public notice and comment; provided, however, in no event may any change in use be approved that would allow for residential uses, schools, daycares, parks, recreational uses (with the exception of golf course uses), or any other use in which the likelihood of children having sustained access to soils can be reasonably anticipated.

Section 5: Notice of Conveyance. The Owner must give thirty (30) days' advance written notice to the Department of Ecology of the Owner's intent to convey any interest in the Property. Within thirty (30) days of the date any instrument conveying a fee title interest is executed, grantor must provide the Department of Ecology with a certified true copy of the instrument and, if it has been recorded in the public land records, its recording reference. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 6: Leasehold Interests. The Owner must restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 7: Recordation. Within thirty (30) days of the date of execution, the Owner shall record this Restrictive Covenant with the Pierce County Assessor's Office, and provide evidence of recordation to the Department of Ecology.

Section 8: Notice Requirement. The Owner shall 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.

Section 9: 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:	To the Department of Ecology:
Director, Environmental Affairs	Washington State Department of Ecology
Mail Stop EC2 2C1	Toxics Cleanup Program
P.O. Box 9777	P.O. Box 47775
Federal Way, WA 98063-9777	Olympia, WA 98504-7775

Section 10: Groundwater Withdrawal. The Owner of the Property must not permit withdrawal of groundwater from the Property for drinking water purposes, unless authorized by the Department of Ecology. Withdrawal of groundwater from monitoring wells for the purpose of extracting samples for analysis, and withdrawal and application of irrigation water for golf course maintenance are expressly permitted.

Section 11: Access. The Owner shall allow authorized representatives of the Department of Ecology, E.I. DuPont de Nemours Company and Weyerhaeuser the right to enter the Property at reasonable times for the purposes of monitoring compliance with the terms of this Restrictive Covenant, evaluating the Remedial Action, taking samples, inspecting remedial actions conducted at the Property, and inspecting records that are related to the Remedial Action.

Section 12: 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 Restrictive Covenant.

Section 13: Enforcement. Weyerhaeuser, the E.I. DuPont de Nemours Company, and the Department of Ecology shall each have the right, but not the obligation, to enforce the terms of this Restrictive Covenant by resort to specific performance or any legal process, provided, however, that no provision of this Restrictive Covenant shall be construed or intended to impose any obligations, by law or by contract, on the Department of Ecology or Weyerhaeuser or E.I. DuPont de Nemours Company to take action to enforce said restrictions. Neither the right nor authority of the Department of Ecology and Weyerhaeuser and E.I. DuPont de Nemours Company to enforce this Restrictive Covenant nor a decision made to exercise or not to exercise such authority to right shall give rise to any duty or responsibility on the party of the Department

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of Ecology or Weyerhaeuser or E.I. DuPont de Nemours Company to exercise or not exercise this right on behalf of any Party or other person or entity. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including MTCA. Any forbearance, delay or omission to exercise the enforcement rights under this Restrictive Covenant in the event of a breach of any term of this Restrictive Covenant shall not be deemed to be a waiver of such term or of any subsequent breach of the same or any other term, or of any of the rights under this Restrictive Covenant. Should legal counsel be employed to enforce this Restrictive Covenant, all costs incurred in such enforcement, including reasonable attorneys' fees shall be paid by the Owner found to be in violation.

Section 14: No Third Party Beneficiary. This Restrictive Covenant is intended for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, including all current and future owners of any portion or interest in the property. The Parties to this Restrictive Covenant expressly do not intend to benefit any other person or entity, and expressly do not intend to create any third-party beneficiaries to any provision of this Restrictive Covenant, including but not limited to any enforcement provisions.

Section 15: Run with the Land. To the extent that this Restrictive Covenant is construed as a restrictive covenant, it shall run with the land, and shall be binding on the Owners, their successors and assigns, of all or any portion of the Property. 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.

Section 16: Severability. Invalidation of any provision or application of a provision of this Restrictive Covenant by any court shall not affect any other provisions or applications.

Section 17: Easement in Gross. To the extent that this Restrictive Covenant creates a negative easement, it shall be construed as an easement in gross for the sole benefit of Weyerhaeuser, without whose consent it cannot be released, modified or amended.

Section 18: 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.

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Unofficial

Weyerhaeuser Company has caused this Restrictive Covenant to be signed in its name.

EXECUTED this 13th day of July, 2006.

WEYERHAEUSER COMPANY

By:

Richard E. Hanson
Richard E. Hanson
Executive Vice President and Chief
Operating Officer

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STATE OF WASHINGTON

County of Pierce

On this 13th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard E. Hanson, known to be the Executive Vice President and Chief Operating Officer of Weyerhaeuser Company, the corporation that executed the foregoing Restrictive Covenant, and acknowledged the said Restrictive Covenant 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 Restrictive Covenant.



My hand and official seal hereunto affixed the day and year written above.

Dalante D. Daschofsky
NOTARY PUBLIC in and for the State of
Washington. My commission expires:
Sept. 30, 2007

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

By:

Dated: July 17, 2006

Mike Blum
Mike Blum
Project Coordinator

- Attachments: Exhibit A - Legal description of Property
- Exhibit B - Depletion of Property
- Exhibit C - Legal description of Placement Areas in Golf Course

6.6 Photo Log

Photo 1: Real Estate Sign at Entrance to Golf Course – from the south

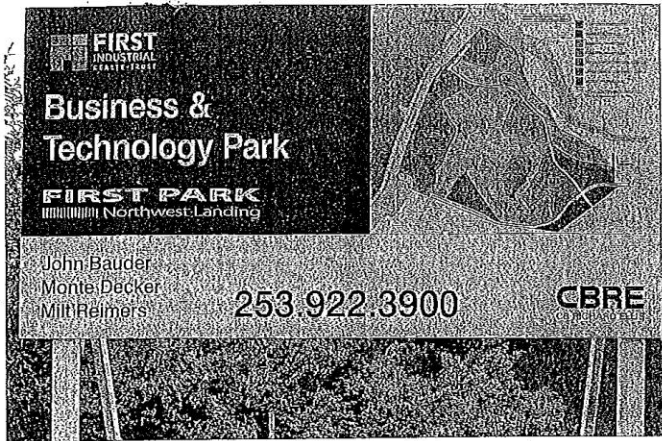


Photo 2: Typical Golf Course Placement Area - from the north

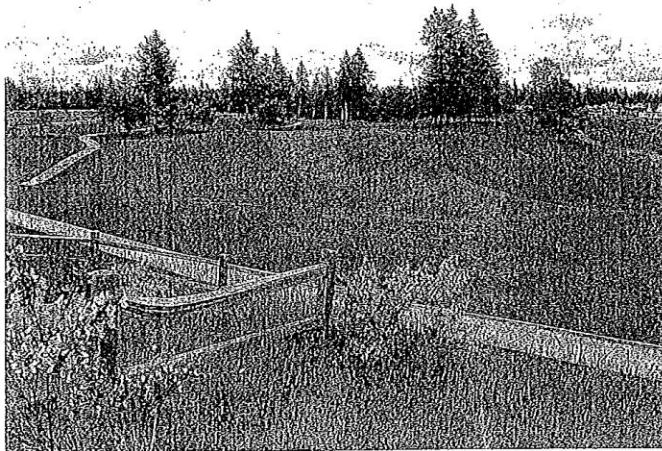


Photo 3: Monitoring Well and Undeveloped Area Surrounding Golf Course – from the south

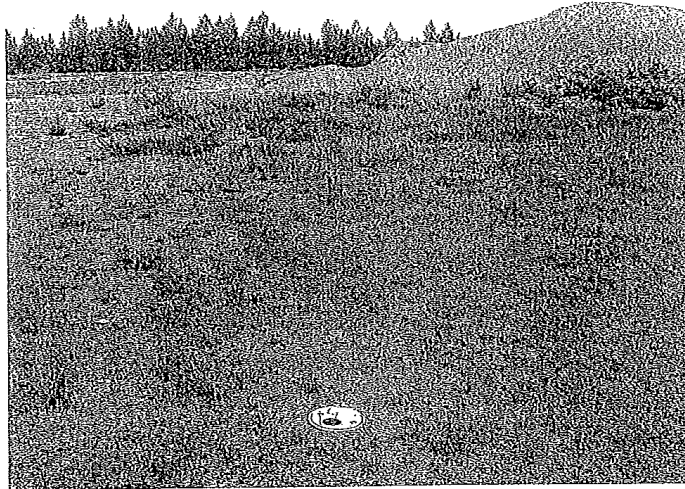


Photo 4: Typical Forested Area Located at South East Side of Site – from the southeast

