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 PIERCE COUNTY, WASHINGTON

Name & Return Address:

Polly McNeill
 Summit Law Group
 315 Fifth Ave S Suite 1000
 Seattle, WA 98104

Document Title(s) Declaration of Restrictive Covenant – Industrial
Grantor(s) Weyerhaeuser Company
Additional Names on Page ____ of Document
Grantee(s) State of Washington, Department of Ecology
Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Lot 2 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 – Recording No. 200601275001
Assessor's Property Tax Parcel/Account Number(s) -- 0119262013
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

INDUSTRIAL

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").

Section 1: Restrictions on Use of Property. The Property has been remediated to meet the soil cleanup levels specified in MTCA for industrial property. The Property may be developed and used only for industrial use as allowed 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, 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 this Restrictive Covenant. Normal construction and maintenance for permitted development is 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 that is zoned for industrial-type uses, or 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 continued protection of human health and the environment is prohibited without prior written approval from the Department of Ecology.

Section 3: 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, or any other use in which the likelihood of children having sustained access to soils can be reasonably anticipated.

Section 4: 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 5: 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 6: 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 7: 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 8: 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:

Director, Environmental Affairs
Mail Stop EC2 2C1
P.O. Box 9777
Federal Way, WA 98063-9777

To the Department of Ecology:

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

Section 9: 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 is expressly permitted.

Section 10: 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 11: 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 12: 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 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 13: 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 14: 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 15: 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 16: 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 17: 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.

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

EXECUTED this 13th day of July, 2006.

WEYERHAEUSER COMPANY

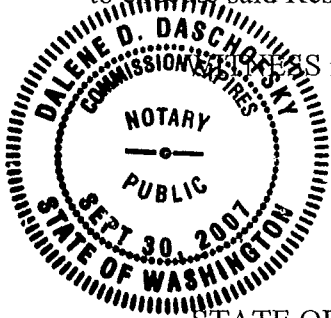
By:

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

STATE OF WASHINGTON)

County of Pierce) ss.

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 said Restrictive Covenant.



IN MY hand and official seal hereto affixed the day and year written above.

Dalene D. Daschowsky
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 – Depiction of Property & Parcel One Boundary



CONSULTING ENGINEERS LLC



Weyerhaeuser Company
Job No. 129-044-004-0960
May 25, 2006

EXHIBIT A

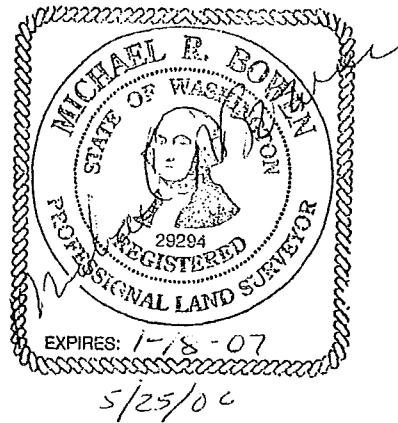
LEGAL DESCRIPTION FOR INDUSTRIAL PROPERTY

Lot 2 of that Record of Survey as recorded under Recording No. 200601275001, Records of Pierce County, Washington.

See attached Exhibit "B".

Written by: R.J.W.
Checked by: M.R.B.

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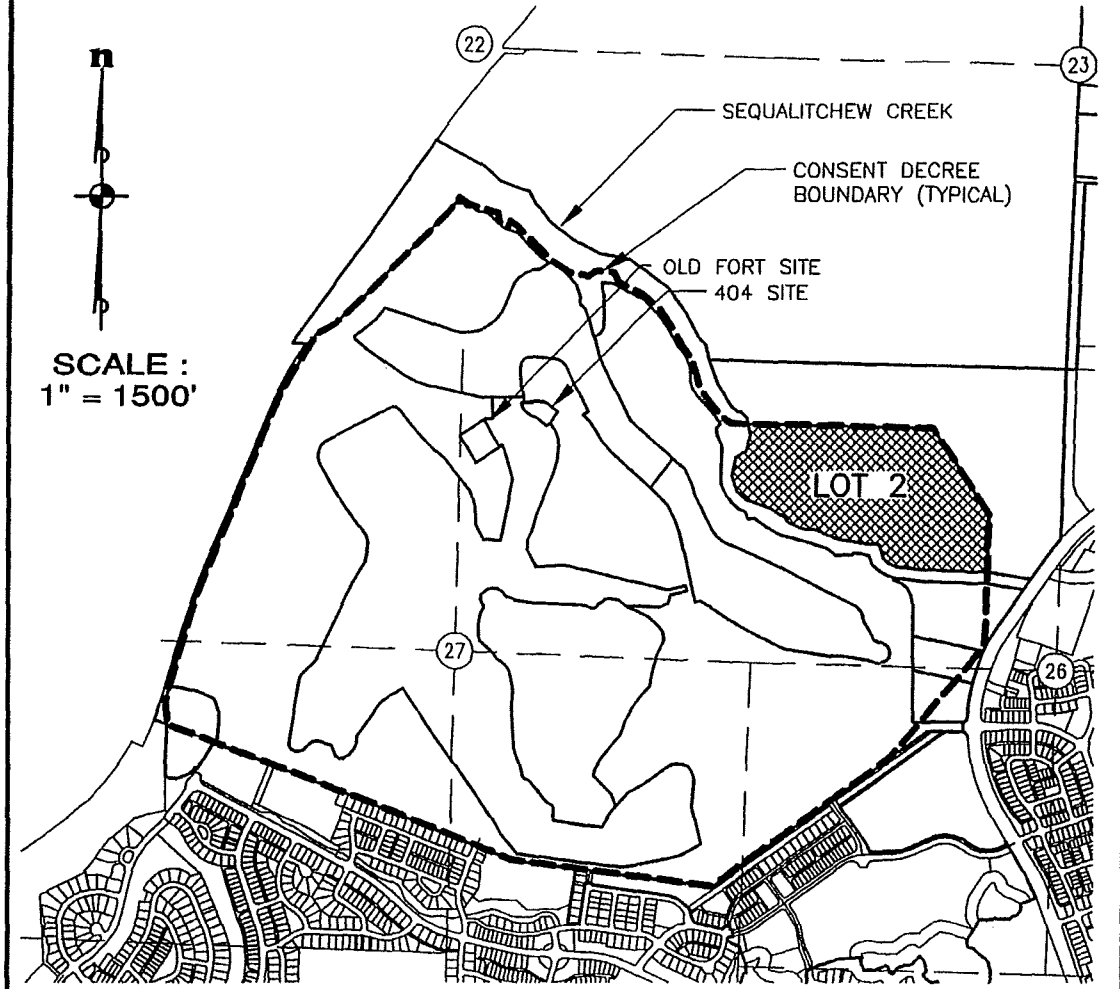


33915 1st Way South Suite 200 Federal Way, WA 98003	Tel (253) 838 6113 Fax (253) 838 7104 Toll Free (800) 345 5694	Bellevue (425) 415 6144 Cle Elum (509) 674 1905 www.esmclvll.com	Civil Engineering Project Management Land Surveying	Land Planning Public Works Landscape Architecture
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EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION FOR INDUSTRIAL PROPERTY

A PORTION OF SECTIONS 22, 26, 27, 28 AND 35, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



LEGEND

 SUBJECT AREA

ESM	CONSULTING ENGINEERS, LLC	  
	720 S. 348th Street Federal Way, WA 98003	
www.esmcivil.com		
Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture

JOB NO. 129-044-004-0960
DWG: 129\44\004\EXHIBITS\SR-08.DWG
DATE : 05-19-06
DRAWN : MRB
SHEET 1 OF 1