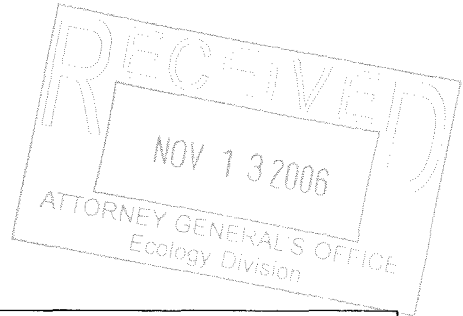




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 11/01/2006 2:23pm \$51.00  
 PIERCE COUNTY, WASHINGTON

Name & Return Address:

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



Document Title(s)
Declaration of Restrictive Covenant -- Commercial
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)
Portion of Lot 5 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 - 0119263015
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

### COMMERCIAL

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 9<sup>th</sup> day of Oct, 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 some portions of the Property of hazardous substances which exceed the soil and groundwater cleanup levels specified in MTCA for unrestricted land uses. The Remedial Action resulted in removal of all hazardous substances which exceed site specific remediation levels, as established by the Department of Ecology, for commercial land use. Large sections of the Property were remediated with resulting chemical concentrations below the soil and groundwater cleanup levels specified under MTCA for unrestricted land uses. As a result, individual parcels may contain different levels of residual contamination, if any. This Restrictive Covenant applies to all of the Property, regardless of whether residual contamination remains or not.

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 may be developed and used only for commercial 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 (with the exception of potential future golf course expansion), 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, 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 (with the exception of potential future golf course expansion), 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 9 day of OCTOBER, 2006.

WEYERHAEUSER COMPANY

By:

Richard E. Hanson

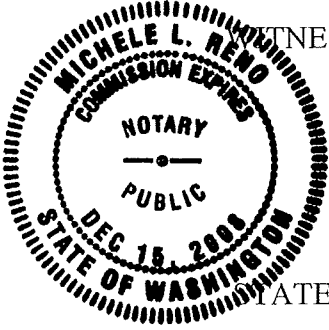
Richard E. Hanson  
Executive Vice President and Chief  
Operating Officer

STATE OF WASHINGTON)

County of King ) ss.

On this 9 day of OCTOBER, 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.

WITNESS 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:  
12-15-08

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

By:

Dated: October 12, 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  
July 13, 2006

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR COMMERCIAL PROPERTY LOT 5

That portion of Lot 5 of that Record of Survey as recorded under Recording No. 200601275001, Records of Pierce County, Washington, being more particularly described as follows:

BEGINNING at the southwesterly corner of Lot C of that Record of Survey for Boundary Line Adjustment No. 05-04, recorded under Recording No. 200508245006, Records of Pierce County, Washington, said point being on the easterly line of said Lot 5;

THENCE along the boundary of said Lot 5 the following courses:

N 00°23'40" W, 1044.01 feet;

Northwesterly 282.64 feet along the arc of a tangent curve to the left, having a radius of 205.00 feet, through a central angle of 78°59'48";

N 47°56'54" E, 18.37 feet;

N 72°03'32" W, 71.78 feet;

N 61°13'57" W, 62.70 feet;

N 47°38'05" W, 103.73 feet;

N 22°41'31" W, 82.14 feet;

N 73°54'16" W, 55.51 feet;

N 84°05'26" W, 82.17 feet;

S 32°18'51" W, 21.44 feet;

S 86°21'14" W, 135.81 feet;

N 50°58'05" W, 108.58 feet;

33915 1st Way South  
Suite 200  
Federal Way WA 98003

Tel (253) 838 6113  
Fax (253) 838 7104  
Toll Free (800) 345 5694

Bothell (425) 415 6144  
Clallam (509) 674 1905  
www.esmcivil.com

Civil Engineering	Land Planning
Project Management	Public Works
Land Surveying	Landscape Architecture

N 72°38'29" W, 226.91 feet;  
N 77°20'02" W, 170.54 feet;  
N 60°41'16" W, 162.72 feet;  
N 53°43'56" W, 129.34 feet;  
S 76°15'11" W, 48.33 feet;  
N 24°28'05" W, 65.64 feet;  
N 62°11'03" W, 69.39 feet;  
N 49°11'02" W, 72.59 feet;  
N 34°19'20" W, 87.42 feet;  
N 27°00'43" W, 112.04 feet;  
N 01°08'02" E, 348.96 feet;  
N 25°53'50" W, 76.38 feet;  
N 08°22'48" W, 74.15 feet;  
N 41°59'44" E, 49.87 feet;  
N 32°06'13" W, 81.14 feet;  
N 41°57'59" W, 249.15 feet;  
N 30°01'42" W, 57.79 feet;  
N 17°00'17" W, 67.26 feet;  
N 03°10'56" W, 116.95 feet;  
N 19°23'11" W, 114.21 feet;  
N 37°43'37" W, 131.19 feet;  
N 27°35'16" W, 110.33 feet;



N 34°44'19" W, 192.77 feet;  
N 44°06'36" W, 209.71 feet;  
N 69°47'20" W, 57.28 feet;  
N 62°04'20" W, 238.38 feet;  
N 86°54'00" W, 90.44 feet;  
S 02°30'42" W, 54.76 feet;  
S 18°46'20" E, 48.92 feet;  
S 01°08'04" E, 259.31 feet;  
S 13°59'53" W, 37.81 feet;  
S 26°36'28" W, 52.16 feet;  
S 57°50'23" W, 65.15 feet;  
S 16°34'41" E, 181.17 feet;  
S 21°40'37" E, 90.38 feet;  
S 26°19'57" E, 538.06 feet;  
S 48°17'00" E, 494.85 feet;  
S 49°30'18" E, 147.46 feet;  
S 25°54'00" E, 151.25 feet;  
S 17°21'24" E, 100.97 feet;  
S 25°54'00" E, 335.37 feet to a point of curvature;  
Southeasterly 138.57 feet along the arc of a tangent curve to the left, having a radius of 200.00 feet, through a central angle of 39°41'50" to a point of tangency;  
S 65°35'50" E, 529.87 feet;  
S 62°49'08" E, 741.68 feet;

S 45°41'54" E, 81.88 feet;

S 13°45'38" E, 77.59 feet;

S 29°10'09" E, 194.08 feet;

S 69°18'07" E, 85.62 feet to a point of curvature;

Southerly 228.93 feet along the arc of a tangent curve to the right, having a radius of 85.00 feet, through a central angle of 154°18'53" to a point of tangency;

S 85°00'47" W, 29.23 feet;

N 72°47'23" W, 91.61 feet;

N 81°53'23" W, 209.98 feet;

N 88°10'01" W, 91.46 feet;

N 81°53'23" W, 414.44 feet;

N 63°30'49" W, 428.82 feet;

N 57°19'38" W, 422.82 feet;

S 76°43'36" W, 45.22 feet to a point of curvature;

Northerly 79.32 feet along the arc of a non-tangent curve to the right, having a radius of 805.00 feet, the radius point of which bears N 71°04'53" E, through a central angle of 05°38'43" to a point of tangency;

N 13°16'24" W, 548.75 feet to a point of curvature;

Northwesterly 385.68 feet along the arc of a tangent curve to the left, having a radius of 635.00 feet, through a central angle of 34°47'58" to a point of tangency;

N 48°04'22" W, 523.81 feet to a point of curvature;

Northwesterly 162.45 feet along the arc of a tangent curve to the right, having a radius of 585.00 feet, through a central angle of 15°54'36" a point of tangency;

N 32°09'46" W, 113.83 feet to a point of curvature;

Northwesterly 174.60 feet along the arc of a tangent curve to the left, having a radius of 635.00 feet, through a central angle of 15°45'13";

N 63°32'48" E, 56.76 feet;

N 26°27'59" W, 460.91 feet to a point of curvature;

Northwesterly 101.12 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 57°56'20" a point of tangency;

N 84°24'20" W, 222.05 feet to a point of curvature;

Southwesterly 154.70 feet along the arc of a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 98°29'05" a point of tangency;

S 02°53'25" E, 125.62 feet;

S 09°33'57" E, 187.71 feet to the northerly line of Tract X of City of DuPont Boundary Line Adjustment No. 06-01;

THENCE along said northerly line, N 87°03'49" E, 61.01 feet to a point of curvature;

THENCE continuing along said northerly line, easterly 121.45 feet along the arc of a tangent curve to the right, having a radius of 585.00 feet, through a central angle of 11°53'42";

THENCE continuing along said northerly line, S 62°41'22" E, 31.22 feet;

THENCE continuing along said northerly line, S 51°34'13" E, 112.06 feet to the northeasterly corner thereof;

THENCE along the easterly line thereof, S 33°19'39" W, 49.33 feet;

THENCE continuing along said easterly line, S 34°39'09" W, 65.84 feet;

THENCE continuing along said easterly line, S 47°24'39" W, 5.46 feet to a point of curvature;

THENCE along said boundary of Lot 5 the following courses:

Southeasterly 165.38 feet along the arc of a non-tangent curve to the right, having a radius of 436.11 feet, the radius point of which bears S 49°22'37" W, through a central angle of 21°43'38";

S 05°50'08" W, 181.88 feet to a point of curvature;

Southwesterly 117.19 feet along the arc a tangent curve to the right, having a radius of 400.00 feet, through a central angle of  $16^{\circ}47'09''$  to a point of tangency;

S  $22^{\circ}37'17''$  W, 398.44 feet;

S  $15^{\circ}43'09''$  W, 133.40 feet;

S  $25^{\circ}19'49''$  W, 93.32 feet;

S  $00^{\circ}43'27''$  E, 100.08 feet;

S  $29^{\circ}11'26''$  E, 164.00 feet;

N  $84^{\circ}26'24''$  E, 245.21 feet;

S  $76^{\circ}36'33''$  E, 937.25 feet;

N  $77^{\circ}36'29''$  E, 167.78 feet;

S  $13^{\circ}16'24''$  E, 49.96 feet;

S  $77^{\circ}36'29''$  W, 150.83 feet;

S  $15^{\circ}14'23''$  W, 72.75 feet;

S  $64^{\circ}19'18''$  W, 83.57 feet;

N  $88^{\circ}16'43''$  W, 303.65 feet;

S  $64^{\circ}21'54''$  E, 223.18 feet;

S  $49^{\circ}41'56''$  E, 119.97 feet to a point of curvature;

Southeasterly 138.30 feet along the arc of a tangent curve to the right, having a radius of 146.00 feet, through a central angle of  $54^{\circ}16'33''$ ;

S  $23^{\circ}48'06''$  W, 160.93 feet;

S  $17^{\circ}09'55''$  W, 139.32 feet;

S  $09^{\circ}33'25''$  W, 119.20 feet;

S  $40^{\circ}23'29''$  W, 111.59 feet;

S 35°51'20" W, 148.44 feet;

S 29°29'59" W, 124.16 feet;

S 17°18'08" W, 128.18 feet;

S 42°08'22" W, 120.33 feet;

S 36°27'52" W, 157.90 feet;

S 30°12'01" W, 104.49 feet;

S 12°03'04" W, 56.58 feet;

S 45°28'03" E, 229.60 feet;

S 19°19'41" E, 110.15 feet;

N 41°25'32" E, 167.25 feet;

N 65°00'28" E, 140.16 feet;

N 52°43'29" E, 268.42 feet to a point of curvature;

Southeasterly 347.28 feet along the arc of a tangent curve to the right, having a radius of 149.85 feet, through a central angle of 132°46'59" to a point of tangency;

S 05°30'28" W, 220.14 feet;

S 15°08'48" E, 327.52 feet to a point of curvature;

Southwesterly 325.57 feet along the arc of a non-tangent curve to the right, having a radius of 803.50 feet, the radius point of which bears N 35°06'13" W, through a central angle of 23°12'56" to a point of tangency;

S 78°06'43" W, 267.16 feet to a point of curvature;

Westerly 271.60 feet along the arc of a tangent curve to the right, having a radius of 803.50 feet, through a central angle of 19°22'02" to a point of tangency;

N 82°31'15" W, 730.94 feet to a point of curvature;

Westerly 75.00 feet along the arc of a tangent curve to the right, having a radius of 803.50 feet, through a central angle of 05°20'54";

N 42°02'47" W, 220.77 feet;

N 28°52'29" W, 100.00 feet;

N 34°41'59" W, 600.00 feet;

N 40°24'37" W, 100.50 feet;

N 34°41'59" W, 368.52 feet;

N 30°21'01" W, 131.86 feet;

N 34°41'59" W, 251.74 feet to a point of curvature;

Southwesterly 65.76 feet along the arc of a non-tangent curve to the right, having a radius of 330.00 feet, the radius point of which bears N 39°14'32" W, through a central angle of 11°25'00" to a point of tangency;

S 62°10'28" W, 78.56 feet to a point of curvature;

Southwesterly 130.82 feet along the arc of a tangent curve to the left, having a radius of 270.00 feet, through a central angle of 27°45'37";

S 34°24'51" W, 323.30 feet to a point of curvature;

Southwesterly 242.17 feet along the arc of a non-tangent curve to the right, having a radius of 182.00 feet, the radius point of which bears S 82°00'39" W, through a central angle of 76°14'20";

S 87°10'18" W, 29.22 feet;

N 56°09'54" W, 47.00 feet;

N 20°07'21" W, 101.52 feet to a point of curvature;

Westerly 59.48 feet along the arc of a non-tangent curve to the right, having a radius of 145.00 feet, the radius point of which bears N 01°32'01" E, through a central angle of 23°30'14";

N 64°57'45" W, 22.09 feet to a point of curvature;

Westerly 132.33 feet along the arc of a tangent curve to the left, having a radius of 110.00 feet, through a central angle of 68°55'34" to a point of tangency;

S 46°06'40" W, 63.66 feet to a point of curvature;

Northwesterly 187.15 feet along the arc of a tangent curve to the right, having a radius of 75.00 feet, through a central angle of 142°58'19" a point of tangency;

N 09°05'00" E, 555.18 feet to a point of curvature;

Northeasterly 60.72 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, through a central angle of 34°47'14";

N 43°52'13" E, 158.11 feet to a point of curvature;

Northeasterly 33.21 feet along the arc of a tangent curve to the left, having a radius of 100.00 feet, through a central angle of 19°01'38" to a point of tangency;

N 24°50'35" E, 710.45 feet;

N 30°21'12" E, 219.74 feet;

N 10°17'29" E, 171.52 feet to a point of curvature;

Northwesterly 131.59 feet along the arc of a non-tangent curve to the left, having a radius of 250.00 feet, the radius point of which bears S 80°13'47" W, through a central angle of 30°09'33" to a point of tangency;

N 39°55'47" W, 52.98 feet;

N 36°12'43" W, 246.04 feet;

N 29°05'24" W, 387.34 feet to a point of curvature;

Northeasterly 219.81 feet along the arc of a tangent curve to the right, having a radius of 139.00 feet, through a central angle of 90°36'22" to a point of tangency;

N 61°30'58" E, 534.99 feet;

N 68°01'18" E, 104.37 feet to a point of curvature;

Easterly 83.42 feet along the arc of a tangent curve to the right, having a radius of 65.00 feet, through a central angle of 73°32'09" to a point of tangency;

S 38°26'33" E, 158.23 feet;

S 41°49'46" E, 300.00 feet;

S 51°50'37" E, 130.33 feet;

S 38°12'37" E, 359.02 feet;

S 18°10'10" E, 126.85 feet;

S 06°29'53" E, 174.67 feet;

S 27°21'48" E, 147.67 feet;

S 86°31'16" E, 147.51 feet;

N 11°09'53" E, 554.34 feet;

N 16°18'51" W, 244.73 feet;

N 26°29'43" W, 62.03 feet;

S 56°44'03" W, 21.48 feet to the southeasterly corner of Lot F of said Record of Survey for Boundary Line Adjustment No. 05-04;

THENCE along the southerly line of said Lot F, S 56°44'03" W, 256.04 feet to the southwesterly corner thereof;

THENCE along westerly line, N 31°00'04" W, 276.59 feet to the northwesterly corner thereof;

THENCE along northerly line, N 55°19'07" E, 258.48 feet to the northeasterly corner thereof;

THENCE continuing along said boundary of Lot 5 the following courses:

N 86°34'55" E, 82.88 feet;

N 03°25'05" W, 182.34 feet to a point of curvature;

Westerly 124.54 feet along the arc of a non-tangent curve to the right, having a radius of 585.00 feet, the radius point of which bears N 00°08'39" E, through a central angle of 12°11'51";

N 77°39'29" W, 456.47 feet to a point of curvature;

Northwesterly 222.74 feet along the arc of a tangent curve to the right, having a radius of 585.00 feet, through a central angle of 21°48'54" to a point of tangency;



N 55°50'35" W, 408.94 feet to a point of curvature;

Northwesterly 113.59 feet along the arc of a tangent curve to the right, having a radius of 585.00 feet, through a central angle of 11°07'31" to a point of tangency;

N 44°43'05" W, 17.83 feet to a point of curvature;

Northerly 39.36 feet along the arc of a tangent curve to the right, having a radius of 24.50 feet, through a central angle of 92°03'03" to a point of compound curvature;

Northeasterly 109.25 feet along the arc of a tangent curve to the right, having a radius of 803.50 feet, through a central angle of 07°47'24" to a point of tangency;

N 55°07'22" E, 27.06 feet to a point of curvature;

Northeasterly 197.47 feet along the arc of a tangent curve to the left, having a radius of 525.00 feet, through a central angle of 21°33'05" to a point of tangency;

N 33°34'17" E, 14.74 feet;

S 74°27'00" E, 198.15 feet;

S 71°37'30" E, 427.99 feet to a point of curvature;

Northeasterly 593.69 feet along the arc of a tangent curve to the left, having a radius of 385.50 feet, through a central angle of 88°14'17" to a point of tangency;

N 20°08'13" E, 138.72 feet to a point of curvature;

Northeasterly 325.13 feet along the arc of a tangent curve to the right, having a radius of 258.92 feet, through a central angle of 71°56'45";

N 53°19'12" E, 102.46 feet;

N 55°23'05" W, 100.50 feet;

N 45°37'04" W, 145.55 feet;

N 41°26'58" W, 143.56 feet;

N 74°19'50" W, 88.60 feet;

N 61°23'35" W, 54.32 feet;

N 49°20'32" W, 172.29 feet;  
N 76°18'47" W, 101.33 feet;  
N 53°19'45" W, 50.25 feet;  
N 85°39'27" W, 55.90 feet;  
N 35°43'38" W, 42.79 feet;  
S 89°24'52" W, 74.82 feet;  
S 35°14'22" W, 87.77 feet;  
S 45°13'22" W, 289.07 feet;  
S 45°12'00" W, 422.25 feet;  
S 45°09'55" W, 679.34 feet;  
S 60°43'52" W, 203.50 feet;  
S 30°51'20" W, 610.41 feet;  
S 22°09'51" W, 622.04 feet;  
S 21°59'37" W, 533.32 feet;  
S 22°01'36" W, 762.71 feet;  
S 16°58'17" W, 557.84 feet;  
S 14°35'52" W, 298.84 feet;  
N 38°07'53" E, 40.48 feet;  
N 66°03'43" E, 25.83 feet;  
S 80°53'28" E, 27.29 feet;  
S 78°58'25" E, 65.92 feet;  
S 76°11'44" E, 69.47 feet;

S 75°24'01" E, 49.34 feet;

S 68°26'48" E, 2.87 feet;

S 70°56'46" E, 28.76 feet;

S 65°42'50" E, 60.54 feet;

S 64°20'03" E, 46.53 feet;

S 49°14'55" E, 30.69 feet;

S 21°20'30" E, 44.53 feet;

S 13°59'00" E, 58.49 feet;

S 02°15'32" E, 66.52 feet;

S 03°27'44" W, 154.97 feet;

S 04°38'26" W, 15.50 feet to a point of curvature;

Southwesterly 26.53 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 60°48'41" to a point of reverse curvature;

Southwesterly 21.39 feet along the arc of a tangent curve to the left, having a radius of 40.00 feet, through a central angle of 30°38'25";

THENCE leaving said boundary, S 68°35'05" E, 2797.61 feet;

THENCE S 82°31'15" E, 1797.29 feet;

THENCE N 54°01'20" E, 1898.35 feet;

THENCE N 39°34'58" E, 413.73 feet to the southerly line of said Lot C;

THENCE along said southerly line, S 89°36'20" W, 60.98 feet to the POINT OF BEGINNING;

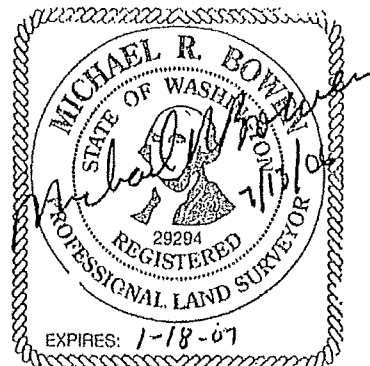
See attached Exhibit "B".

Written by: R.J.W.

Checked by: M.R.B.

I:\ESM-JOBS\129\44\004\Documents\129044-32.Doc

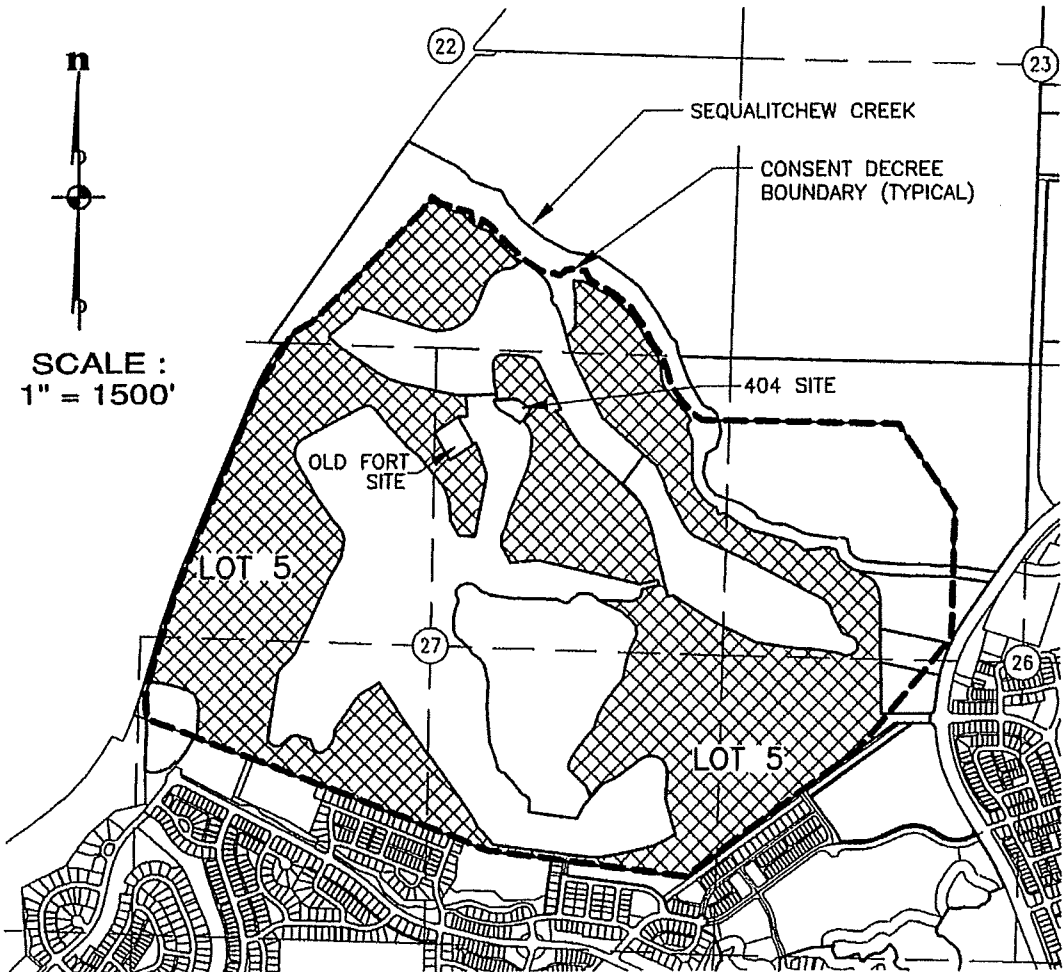
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# EXHIBIT "B"


TO ACCOMPANY LEGAL DESCRIPTION FOR  
COMMERCIAL PROPERTY - LOT 5

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



SCALE :  
1" = 1500'

## LEGEND

 SUBJECT AREA

<b>ESM</b>	<b>CONSULTING ENGINEERS LLC</b>	  
	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-10 DWG  
DATE : 06-12-06  
DRAWN : MRB/RJW  
SHEET 1 OF 1