

**MEMORANDUM OF AGREEMENT
AMONG
WEYERHAEUSER COMPANY,
WEYERHAEUSER REAL ESTATE COMPANY,
THE NISQUALLY POINT DEFENSE FUND, COMMITTEE FOR THE PRESERVATION OF THE
NISQUALLY MISSION HISTORICAL SITE, THE NISQUALLY DELTA ASSOCIATION
AND
THE DUPONT HISTORICAL SOCIETY**

RECITALS

- A. The purpose of this Memorandum of Agreement is to provide for the cooperation among Weyerhaeuser Company, a Washington State corporation ("Weyerhaeuser"), Weyerhaeuser Real Estate Company, a Washington State corporation and wholly owned subsidiary of Weyerhaeuser Company ("WRECO"), and the Nisqually Point Defense Fund, a Washington State corporation ("NPDF"); the Committee for the Preservation of the Nisqually Mission Historical Site, a citizen group; the Nisqually Delta Association, a Washington State corporation; and the DuPont Historical Society, a Washington State corporation; (collectively, the "Citizen Groups") during the development of the real property that is depicted and generally described based on Universal Transverse Mecator (UTM) coordinates on Exhibit A to this Memorandum (hereinafter the "Property").
- B. The Property is a portion of a larger parcel of real property that requires remedial clean up due to contamination that was left from an explosives manufacturing plant owned by the DuPont Company between the turn of the century and the mid-1970's. The remediation process is being supervised by the Washington State Department of Ecology pursuant to the terms of a Consent Decree being administered under the Washington State Model Toxics Control Act ("MTCA").
- C. The Property is currently owned by Weyerhaeuser, but will be conveyed in the future to WRECO to be included in the overall development plan for the master planned community known as Northwest Landing.
- D. The Citizen Groups are committed to preserving certain portions of the Property and to commemorating the historically significant events that occurred in the vicinity. To that end, on February 1, 2000, NPDF submitted a proposal to the United States Department of the Interior to include the Property on the National Register of Historic Places as the "Nisqually-Sequalitchew Historic District" (the "Historic District").

AGREEMENTS

1. **SCOPE OF THE AGREEMENT**

The parties to this Memorandum of Agreement are Weyerhaeuser, WRECO and the Citizen Groups. The terms and provisions of this Memorandum of Agreement are applicable only to the Property and only to those development activities undertaken on the Property by Weyerhaeuser or WRECO.

2. **ADDITIONAL COVENANTS AFFECTING THE PROPERTY**

Prior to conveying title to any portion of the Property to a third-party retail purchaser, WRECO shall provide notice to future owners of the historical significance of the Property by encumbering the Property with a covenant regarding the formation of the Historic District. This covenant shall reference this Memorandum of Agreement, generally, and shall specifically assign the rights and

obligations contained below in Section #3 regarding future support of the Historic District and conditioned upon the terms of Section #5. The restrictive covenant is attached as Exhibit B. Neither WRECO nor Weyerhaeuser shall seek to preclude access by encumbering the Property or any portion through new or additional restrictive covenants. Notwithstanding the forgoing, WRECO may, at its discretion, subject the Property to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, as well as any covenants or restrictions arising from the remediation process or that are requirements of the Consent Decree or MTCA.

3. LISTING OF THE HISTORIC DISTRICT

WRECO will support the listing of the Property for inclusion on the National Register of Historic Places once and provided the following conditions are true:

- a. The overall boundaries of the Historic District are no larger than those currently proposed by NPDP (as submitted 2/1/2000 to the Department of Interior).
- b. The City of DuPont Comprehensive Plan and Development Regulations are consistent with this Memorandum of Agreement in regard to the cultural resource policy for the Property (reference #5, below).
- c. The City of DuPont has granted final development and / or land use entitlement approvals for the development of all portions of the Property on terms and conditions satisfactory to WRECO or their successors and assigns, and all applicable appeal periods have expired without the commencement of appeals.

4. NPDP OPTION TO PURCHASE

NPDP has expressed an interest in purchasing up to two (2) sites that are located within the boundaries of the Property (collectively, the "Option Sites"). These sites are commonly referred to among the parties as:

- a. The "Methodist / Episcopal Mission Site" anticipated to be no less than one acre; and,
- b. An "Interpretive Center Site".

Though certain relevant details of the transactions have not yet been determined between WRECO and NPDP, (e.g. actual location of sites and size), the parties acknowledge that the purchase price for the site(s) shall be determined by a licensed appraiser to be mutually agreed upon by the parties and that all closing costs shall be charged to the respective parties as is currently customary in the purchase and sale of unimproved real property in Pierce County. Therefore, WRECO and NPDP agree to negotiate in good faith to decide upon the terms and conditions that will govern the conveyance(s) and to execute one or more purchase and sale agreements and / or option agreements, as appropriate, as evidence of the parties' intent.

Conveyance of the Option Sites (or portions thereof) are subject to legal subdivision from the Property and further are subject to the release of the Property by the Washington State Department of Ecology from the terms of the Consent Decree and any other remediation requirements then in force against the Property.

5. CITY OF DUPONT COMPREHENSIVE PLAN AMENDMENT

Recognizing that the City of DuPont (the "City") is not in anyway bound by this Agreement, it is the desire of the parties that the City Comprehensive Plan Policies and Development Regulations are wholly consistent with the terms set forth herein and that do not impose any additional policies and / or regulations, whatsoever. Should any future action of the City impose Comprehensive Plan

Policies and / or Development Regulations so that they are inconsistent with the terms of this Agreement or should any action be taken through the State Environmental Policy Act or other authority to impose additional conditions upon any portion of the Property by the City, the parties acknowledge and agree that this Agreement shall immediately become null and void and none of the parties shall have any further rights or obligations hereunder.

WRECO, Weyerhaeuser and the Citizen Groups agree to collectively support all City actions that are consistent with the terms of this Agreement and further agree to collectively oppose any subsequent changes that are not consistent with the terms of this Agreement.

6. COMMEMORATION OF HISTORICAL SITES AND CULTURAL RESOURCES

Subject to obtaining appropriate permits and subject further to the approval of the owners of such properties, WRECO agrees to construct and install at its sole expense at least one (1) commemorative marker for each of the following sites (the "Historic Sites"):

- a. Wilkes Observatory,
- b. Sequalitchew Village/Nisqually House,
- c. The Oxen Road,
- d. The 1833 Hudson Bay Company Fort,
- e. The 1843 Hudson Bay Company Fort,
- f. The Methodist / Episcopal Mission (whether or not the site is purchased by NPDP), and,
- g. The DuPont Company Works.

A map depicting the general location of the Historic Sites is attached as Exhibit C. Additional commemorative or directional signs will be the responsibility of the Citizen Groups.

A system of pedestrian connections linking the Historic Sites would be allowed, however construction of such connections shall not be the responsibility of the Citizen Groups. A map depicting the approximate location of possible pedestrian connections is attached as Exhibit D.

7. OTHER HISTORIC RESOURCES

- a. The DuPont Works guardhouse and entry gate pillars shall be made available to NPDP for relocation to an alternate site upon ninety (90) days written notice. Weyerhaeuser and / or WRECO agree to reimburse the Citizen Groups one-half of the expense of moving these improvements. It shall be the responsibility of the Citizen Groups to coordinate the moving of the improvement, secure the alternate site and to obtain all permits needed for such relocation. Weyerhaeuser agrees to not disturb these improvements during remediation work other than efforts needed to preserve the structures.
- b. The locomotive and at least sixty (60) feet of track will be made available to NPDP for relocation to an alternate site upon ninety (90) days written notice. Weyerhaeuser and / or WRECO agree to pay one-half of the expense of moving these items, but it shall be the responsibility of the Citizen Groups to secure the alternate site and all permits needed for such relocation.
- c. The parties agree to consider the possibility of not burying portions of selected bunkers within the golf course layout and further designating those bunkers with commemorative markers.

- d. Tools and other items used specifically for locomotive repair and / or maintenance shall be made available to NPDP at the same time as the items identified above in Subsection b.
- e. WRECO and Weyerhaeuser shall also consider the transfer of certain smaller tools and other items that may be identified.

8. COMPLIANCE WITH PRIOR AGREEMENTS.

Remediation work conducted upon the Property shall require a standard of training and operating compliance that is consistent with that outlined in that certain Memorandum of Agreement Among The Washington State Historic Preservation Officer, Weyerhaeuser Real Estate Company, and the City of DuPont Regarding a Cultural Resources Management Program for the Property Within the City of DuPont, Pierce County, Washington dated August 7, 1989, and the Archaeological and Cultural Resource Protection Plan that is pending before the Washington State Department of Ecology. Any new artifacts or Cultural Resources (as defined in that certain Memorandum of Agreement) that are discovered during the work of remediation shall be properly accounted for and recorded in accordance with those agreements.

9. ENTIRE AGREEMENT.

There are no verbal or other agreements that modify or affect this Agreement except as expressly noted above. Any modification of any condition of this Agreement shall be in writing, signed by all parties.

10. CAPTIONS.

The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.

11. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Washington.

12. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. FURTHER ACTS AND DOCUMENTS.

The parties shall each cooperate with the other and shall execute such further documents as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Agreement.

14. TIME IS OF THE ESSENCE.

Time is of the essence of each and every provision of this Agreement.

15. COMPLIANCE WITH LAWS.

The parties agree to comply with all permits, approvals, laws, ordinance, covenants, rules and regulations, and other recorded instruments which regulate the Property or the remediation process.

16. ENFORCEMENT.

The NPDP, WRECO, Weyerhaeuser, or any other fee owner to all or any portion of the Historic District shall have the right to enforce, by any proceeding at law or in equity, the rights and obligations set forth herein.

17. DISPUTE RESOLUTION AND ATTORNEY FEES.

In the event that a party to this Agreement retains an attorney to enforce any of the provisions hereof, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in trial, appellate court, mediation and / or arbitration.

“THE CITIZEN GROUPS”

The Nisqually Point Defense Fund,
a Washington State corporation

By: _____
James A. Edgren, President

Date: _____

Committee for the Preservation of the Nisqually Mission Historical Site,
a citizen group

By: _____
Mary A. Edgren, Co-Chairman

Date: _____

The Nisqually Delta Association,
a Washington State corporation

By: _____
Thomas Skjervold, President

Date: _____

“WEYERHAEUSER”

Weyerhaeuser Company,
a Washington State corporation

By: _____
James P. Odendahl, DuPont Site Manager

Date: _____

“WRECO”

Weyerhaeuser Real Estate Company,
a Washington State corporation
through its Land Management Division

By: _____
David A. Brentlinger
Assistant Vice President

Date: _____

The DuPont Historical Society,
a Washington State corporation

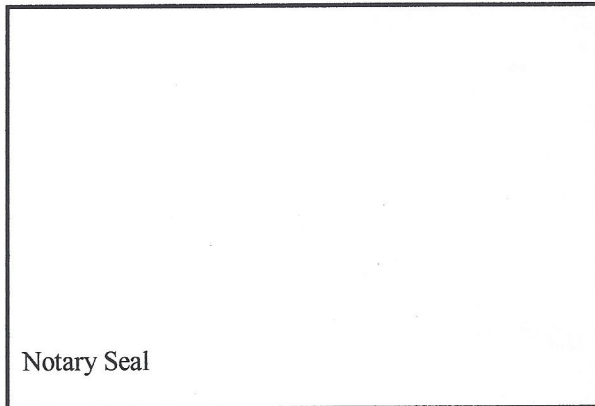
By: _____
Lorraine Overmyer, Chairperson

Date: _____

STATE OF WASHINGTON)
)ss.
County of _____)

On this ____ day of July, 2000, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James A. Edgren**, to me known to be the **President of The Nisqually Point Defense Fund**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

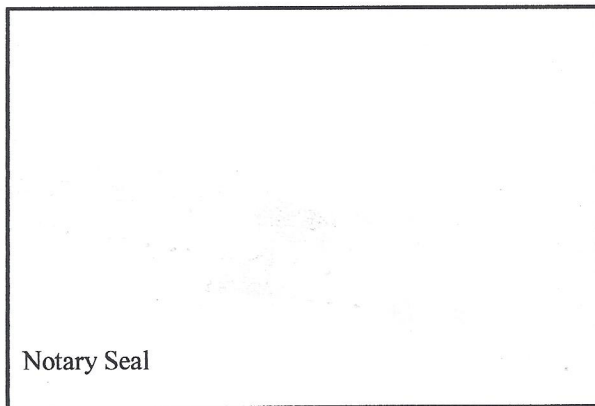


Notary Public in and for the State of Washington
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
)ss.
County of _____)

On this ____ day of July, 2000, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James P. Odendahl**, to me known to be the **DuPont Site Manager for Weyerhaeuser Company**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

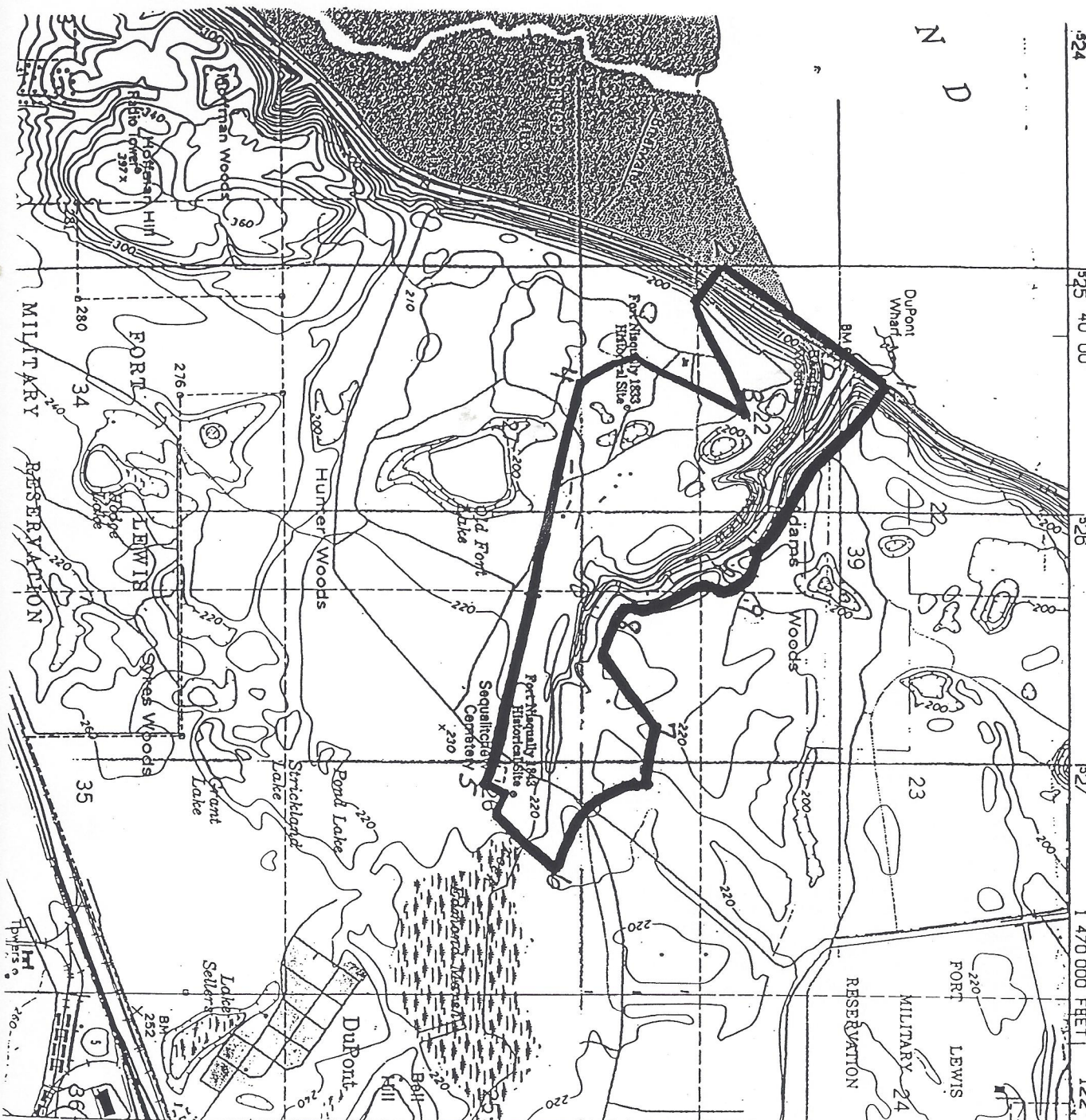
Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington
residing at _____
My appointment expires: _____

EXHIBIT LIST

EXHIBIT A	MAP DEPICTING THE "PROPERTY"
EXHIBIT B	COVENANT TO ENCUMBER THE PROPERTY
EXHIBIT C	MAP DEPICTING THE "HISTORIC SITES"
EXHIBIT D	MAP DEPICTING POSSIBLE PEDESTRIAN CONNECTIONS



NISQUALLY QUADRANGLE
 WASHINGTON
 7.5 MINUTE SERIES (TOPOGRAPHIC)

524 525 526 527 528
 122°37'30" 122°37'30" 122°37'30" 122°37'30" 122°37'30"
 47°07'30" 47°07'30" 47°07'30" 47°07'30" 47°07'30"
 1 470 000 FEET 1 660 000 FEET

NISQUALLY - SEQUALITCHEW
 HISTORIC DISTRICT
 PIERCE COUNTY, WASHINGTON
 (PROPOSED)

5218 UTM:

1-10/525480	5218175
2- 525000	5217546
3- 525600	5217660
4- 525460	5217000
5217	
5- 527070	5216610
6- 527440	5216910
7- 526870	5217275
8- 526400	5217160
9- 526325	5217620
5216	

TILLCUM 4.2 MI.
 TACOMA 17 MI.

EXHIBIT "B" TO MEMORANDUM OF AGREEMENT

NOTICE REGARDING HISTORIC DISTRICT DESIGNATION AND DECLARATION OF COVENANT

This Notice Regarding Historic District Designation and Declaration of Covenant (the "Notice") is made this _____ day of _____, 2000 by Weyerhaeuser Company, a Washington State corporation ("Weyerhaeuser") and its wholly owned subsidiary, Weyerhaeuser Real Estate Company, a Washington State corporation, through its Land Management Division ("WRECO").

RECITALS

A. WRECO is the developer of a master planned community known as Northwest Landing that is located within the City of DuPont. A portion of Northwest Landing has been nominated for listing on the United States Department of the Interior National Register of Historic Places pursuant to a submittal made by the Nisqually Point Defense Fund ("NPPFD") on February 1, 2000 (the "Historic Register"). That portion of Northwest Landing that is subject to this Notice is commonly referred to as the Nisqually – Sequelitchew Historic District (the "Historic District") which is legally described on Exhibit "A" and depicted on Exhibit "B" to this Notice. Weyerhaeuser and WRECO are the fee owners of the real property underlying the Historic District.

B. In anticipation of this listing on the Historic Register, WRECO and Weyerhaeuser have entered into that certain Memorandum of Agreement among Weyerhaeuser Company, WRECO the NPPFD, the Committee for the Preservation of the Nisqually Mission Historical Site, the Nisqually Delta Association and the DuPont Historical Society dated the __ day of _____, 2000 (the "MOA") to provide for the eventual recognition of certain elements within the Historic District for the benefit of future generations.

C. The Purpose of this Notice is to insure that in the future, purchasers of real property within the Historic District are aware that all or a portion of the real property they have purchased is to be listed on the Historic Register and that the listing of the real property as an Historic District may not be opposed except as noted herein.

FORMATION OF HISTORIC DISTRICT SUPPORT BY FUTURE PURCHASERS

1. Property. The real property that is subject to this Notice and that is herein identified as the Historic District is legally described on Exhibit "A" and depicted on Exhibit "B".

2. Covenant to Support. Each person or entity that obtains, whether by purchase or other means, a fee simple interest in the real property underlying the Historic District is hereby notified of the future formation of the Historic District. That party, by taking title to any portion of the real property encumbered by this Notice, agrees not to object to the listing of the Property on the Historic Register provided that it is done in a manner that is consistent with the MOA, that all conditions of the MOA have been met, and that, during the process of site plan and / or other development approval process, the City of DuPont does not impose any conditions regarding historic resources that are inconsistent with those cited therein.

3. Reservation of Rights. Weyerhaeuser and WRECO reserve unto themselves, their successors and assigns, all rights and privileges in and to the use of the Historic District that are not incompatible with the listing on the Historic Register.
4. No Public Access. No right of access or use by the general public to any portion of the Historic District is conveyed by this instrument.
5. Run with the Land. This Notice shall be binding on all parties having any interest in the Historic District, their heirs, successors and assigns.
6. Enforcement. NPDP, WRECO, Weyerhaeuser, or any other fee owner to all or any portion of the Historic District shall have the right to enforce, by any proceeding at law or in equity, the rights and obligations set forth herein.
7. Termination. This Notice shall terminate without the need for recording any further documentation upon the earliest occurrence of one of the following events: i) the Historic District is listed on the National Register, ii) the Historic District is withdrawn from its nomination to be listed the National Register or iii) the MOA is determined to be invalid, either in whole or in part, by a court of competent jurisdiction or similar tribunal.

“WEYERHAEUSER”
Weyerhaeuser Company,
a Washington State corporation

“WRECO”
Weyerhaeuser Real Estate Company,
a Washington State corporation,
through its Land Management Division

By: _____

Its _____

By: _____

Its _____

Date: _____

Date: _____

Acknowledged and Accepted

“NPDP”
The Nisqually Point Defense Fund,
a Washington State corporation

By: _____

Its _____

Date: _____

**NOTE:
NOTARY STATEMENTS TO BE ADDED PRIOR TO EXECUTION AND RECORDING**

EXHIBIT C

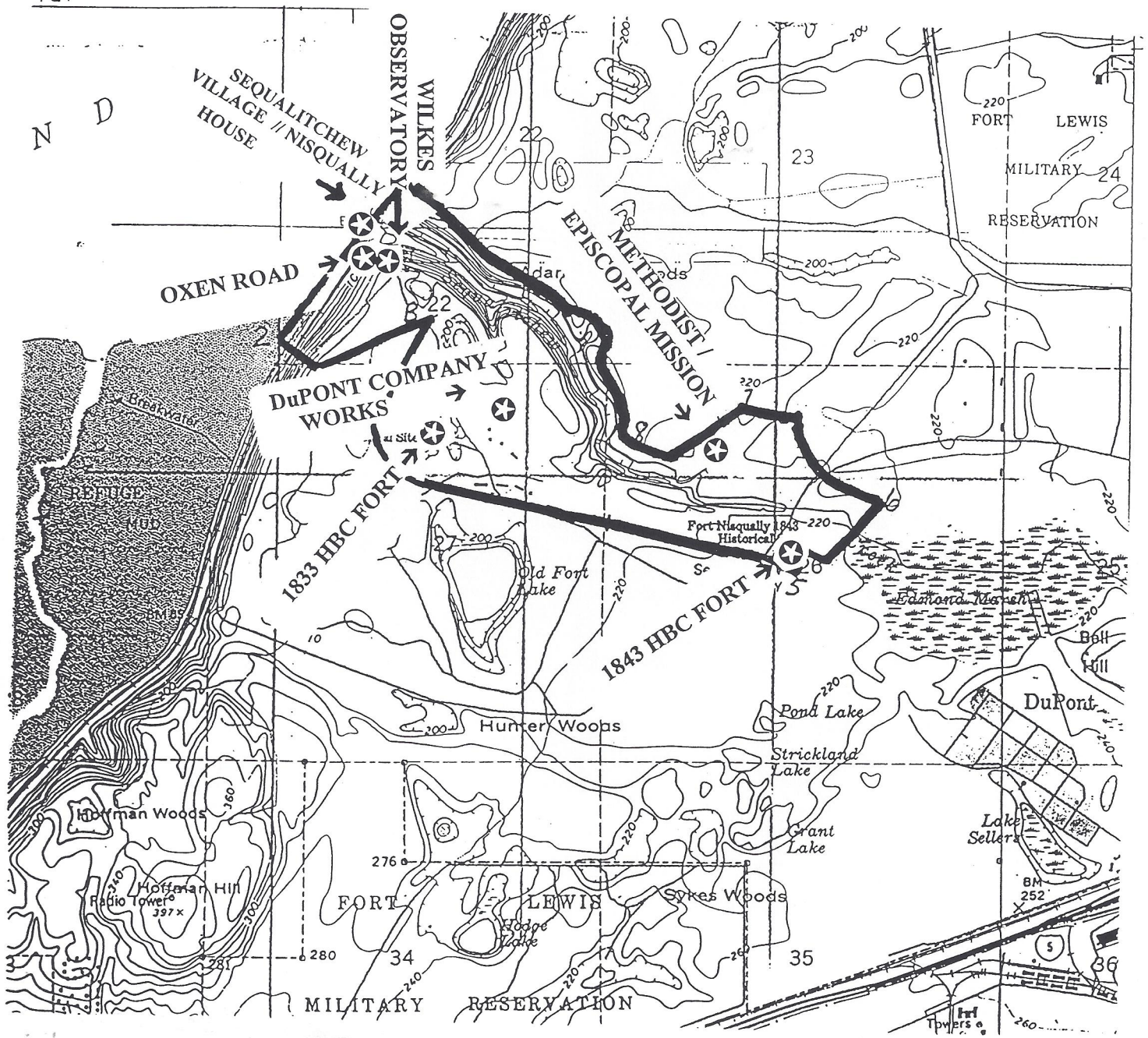


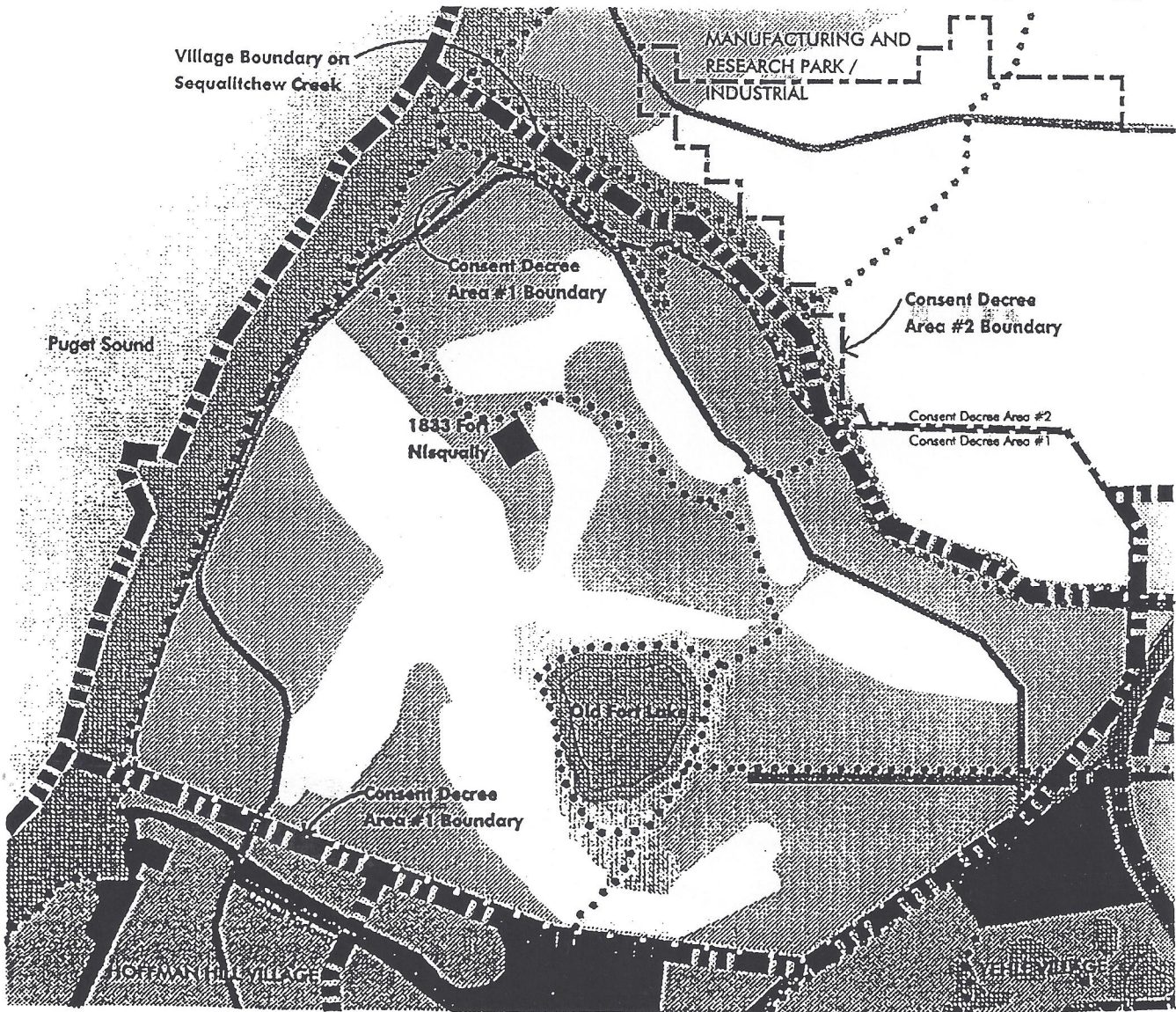
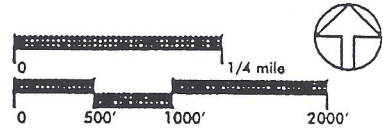


EXHIBIT D

LEGEND

-  Trails/Paths - Existing
-  Trails/Paths - Conceptual Location

VILLAGE NAME SHOWN IN CAPITAL LETTERS



OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is dated for reference purposes _____, 2006 and is made by and among **WEYERHAEUSER COMPANY**, a Washington corporation ("Weyerhaeuser"); **THE QUADRANT CORPORATION**, a Washington corporation, as successor in interest to Weyerhaeuser Real Estate Company as developer of the Northwest Landing master planned community ("Quadrant"); and **NISQUALLY POINT DEFENSE FUND**, a Washington nonprofit corporation ("NPDF").

RECITALS

- A. On or about December 20, 2000, Weyerhaeuser, Weyerhaeuser Real Estate Company (as predecessor in interest of Quadrant as developer of the Northwest Landing master planned community), City of DuPont, a Washington municipal corporation, Nisqually Point Defense Fund, a Washington nonprofit corporation, Committee for the Preservation of the Nisqually Mission Historical Site, a citizen group, Nisqually Delta Association, a Washington nonprofit corporation, and the DuPont Historical Society, a Washington nonprofit corporation, all entered into that certain Memorandum of Agreement ("Memorandum") relating to the development of Northwest Landing, the establishment of an historic district therein and certain other provisions as more particularly set forth in the Memorandum.
- B. Following the execution of the Memorandum, Weyerhaeuser Real Estate Company assigned all of its right, title and interest as developer of the Northwest Landing master planned community to Quadrant.
- C. A Notice Regarding Historic District Designation and Declaration of Covenant ("Covenant") that publicly acknowledges the intent of the Memorandum was recorded on January 12, 2001 under Pierce County Recording No. 200101120143.
- D. Section 4 of the Memorandum included the grant of an option to NPDF to acquire two sites within the property described in the Memorandum (the "Property"). The sites were referred to as the "Methodist/Episcopal Mission Site" and the "Interpretative Center Site" (collectively, the "Option Sites"). The Memorandum did not, however, clearly identify the location of the Option Sites.
- E. Section 4 of the Memorandum states in part that
- "WRECO and/or Weyerhaeuser and NPDF agree to negotiate in good faith to decide upon the terms and conditions that will govern the conveyance(s) and to execute one or more purchase and sale agreements and/or option agreements, as appropriate, as evidence of the parties' intent."

Weyerhaeuser, Quadrant and NPDF accordingly desire to enter into this Option Agreement to further define the terms by which NPDF may elect to acquire the Option Sites.

AGREEMENTS

1. **NPDF OPTION TO PURCHASE.** For the purpose of more clearly documenting NPDF's option rights, Weyerhaeuser, Quadrant and NPDF agree that Section 4 of the Memorandum shall be deemed amended in its entirety as follows:

4. NPDF OPTION TO PURCHASE

4.1 NPDF has expressed an interest in purchasing up to two (2) sites that are located within the boundaries of the Property (collectively, the "Option Sites"). These Option Sites are commonly referred to as:

- (a) The "Methodist / Episcopal Mission Site" anticipated to be no less than one acre; and
- (b) An "Interpretative Center Site".

4.2 Though certain relevant details of the transaction have not yet been determined between Quadrant, Weyerhaeuser and NPDF, (e.g., actual location of Option Sites and size), the parties acknowledge that (a) the purchase price for the Option Sites shall be determined by a licensed appraiser to be mutually agreed upon by the parties, (b) the Option Sites will lie within that approximately two-acre parcel more particularly depicted on the attached **Exhibit A**, and (c) all closing costs shall be charged to the respective parties as is currently customary in the purchase and sale of improved real property in Pierce County.

4.3 The parties agree to negotiate in good faith to decide upon the terms and conditions that will govern the conveyance(s) and to execute one or more purchase and sale agreements and/or amendments to this Option Agreement, as appropriate, as evidence of the parties' intent.

4.4 Conveyances of the Option Sites (or portions thereof) are subject to their legal subdivision from the Property and further are subject to the release of the Property by the Washington State Department of Ecology from the terms of the Consent Decree (as described in the Memorandum) and any other remediation requirements then in force against the Property.

4.5 In the event that NPDF has not exercised its option rights hereunder by December 31, 2009, this Option Agreement shall terminate and be of no further force and effect.

2. **LEGAL DESCRIPTION.** To facilitate its development of the Property, Quadrant may cause a legal description of the area depicted on the attached **EXHIBIT A** to be prepared. Provided that the legal description is consistent with the attached **EXHIBIT A**, the parties shall execute an amendment to this Option Agreement further defining the area within which the Option Sites are located to be the property so legally described.

3. **RECORDING OF AGREEMENT.** In order to facilitate its development of the Property, Quadrant may at its sole expense cause this Option Agreement to be recorded in the real property records of Pierce County.

4. **ENTIRE AGREEMENT.** There are no verbal or other agreements that modify or affect this Option Agreement except as expressly noted above. Any modification of any condition of this Option Agreement shall be in writing, signed by all parties.

5. **CAPTIONS.** The captions contained in this Option Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Option Agreement or the intent of any provision.

6. **GOVERNING LAW.** This Option Agreement shall be governed by and construed under the laws of the State of Washington.

7. **COUNTERPARTS.** This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **FURTHER ACTS AND DOCUMENTS.** The parties shall each cooperate with the other and shall execute such further documents as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Option Agreement.

9. **TIME IS OF THE ESSENCE.** Time is of the essence of each and every provision of this Option Agreement.

10. **COMPLIANCE WITH LAWS.** The parties agree to comply with all permits, approvals, laws, ordinance, covenants, rules and regulations and other recorded instruments which regulate the property or the remediation process.

11. **ENFORCEMENT.** The parties shall have the right to enforce, by any proceeding at law or in equity, the rights and obligations set forth herein.

12. **DISPUTE RESOLUTION AND ATTORNEYS' FEES.** Prior to initiating any legal action with respect to the operation of this Option Agreement, the aggrieved party agrees to provide written notice to the other parties to this Option Agreement specifying the facts and issues in dispute. The parties agree that within fifteen (15) days of the date the notice is deposited in the mail, they shall meet and confer in an attempt to resolve the dispute. In the event that the dispute remains unresolved, the

parties agree to submit the matter to mediation utilizing a mutually agreeable mediator. In the event that the parties cannot agree upon a mediator, any party may apply to the Pierce County Superior Court for the appointment of a mediator. The parties agree to share the cost of the mediator, but each party shall bear its own costs and attorneys' fees for the mediation. In the event that the mediation fails to resolve the dispute, the parties may then proceed to initiate legal action in accordance with the provisions of Section 11. However, in the event that immediate action is needed to preserve a right or property interest, a party may initiate action to obtain temporary injunctive relief, but shall then proceed under the terms of this Section prior to continuing with the prosecution of any litigation. Each side agrees to bear its own costs and attorneys' fees in any litigation that is maintained.

EXECUTED as of the day and year first above written.

WEYERHAEUSER:

WEYERHAEUSER COMPANY,
a Washington corporation

By _____
Name: _____
Its: _____

QUADRANT:

THE QUADRANT CORPORATION,
a Washington corporation, as successor in
interest to Weyerhaeuser Real Estate Company
as developer of the Northwest Landing master
planned community

By _____
Name: _____
Its: _____

NPDF:

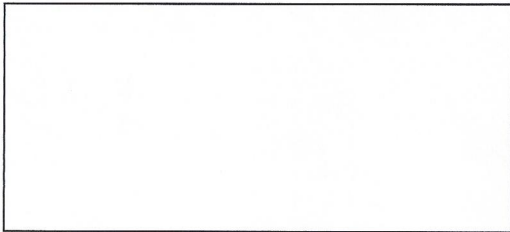
NISQUALLY POINT DEFENSE FUND,
a Washington nonprofit corporation

By _____
Name: _____
Its: _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me _____,
to me known to be the _____ of **WEYERHAEUSER COMPANY**, the
Washington corporation that executed the foregoing instrument, and acknowledged such
instrument to be the free and voluntary act and deed of such corporation, for the uses and
purposes therein mentioned, and on oath stated that [*he/she*] was duly authorized to
execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of
_____, 2006.

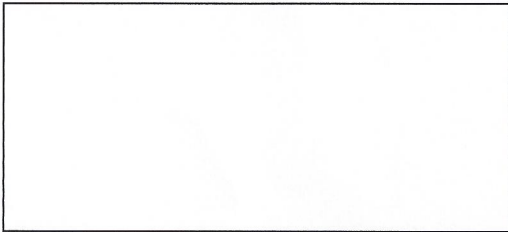


Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me _____,
to me known to be the _____ of **THE QUADRANT CORPORATION**,
the Washington corporation that executed the foregoing instrument, and acknowledged
such instrument to be the free and voluntary act and deed of such corporation, for the
uses and purposes therein mentioned, and on oath stated that [*he/she*] was duly
authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of
_____, 2006.

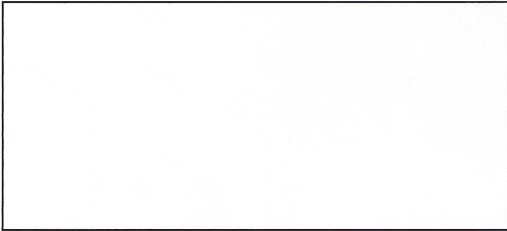


Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me _____,
to me known to be the _____ of **NISQUALLY POINT DEFENSE
FUND**, the Washington nonprofit corporation that executed the foregoing instrument,
and acknowledged such instrument to be the free and voluntary act and deed of such
nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated
that [*he/she*] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of
_____, 2006.



Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
DEPICTION OF APPROXIMATE LOCATION
OF
OPTION SITES AREA

