CB/NT
Puyallup land
settlement
26.9.7

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1201 THIRD AVENUE, 40TH FLOOR • SEATTLE, WASHINGTON 98101-3099 • (206) 583-8888

December 4, 1991

ELLEN CONEDERA DIAL

RECEIVED
DEC 5 1991
OFFICE OF REGIONAL COUNSEL
EPA – REGION X

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Russell Carter
Realty Section
Bureau of Indian Affairs
Puget Sound Agency
3006 Colby Avenue
Everett, WA 98201

Re: Reichhold Chemicals, Inc. Easement Agreements

Dear Mr. Carter:

This firm represents Reichhold Chemicals, Inc., which has recently entered into the enclosed two conditional easement agreements with the Port of Tacoma and the Puyallup Tribe of Indians. The easements affect the Blair Waterway Property and Blair Backup Property described in the Puyallup Settlement Agreement, and are conditioned on approval in writing by the Secretary of Interior or his authorized designee. One easement is for installation, use and maintenance of an extraction well system for extracting contaminated groundwater; the second is for maintenance of monitoring wells to monitor the groundwater. These easements are contemplated by Section C.9.a.(3) of Technical Document 1 of the Puyallup Settlement Agreement and Section 4(b) of the Puyallup Settlement Act of 1989, which mandates cleanup in accordance with the Settlement Agreement.

The parties to the agreement have executed five original copies of each of the two easement agreements, one for each of the three parties and two for the United States Government. I enclose all five execution original copies of both easement agreements. We would appreciate your assistance in having the documents reviewed by the appropriate persons and, if they are approved, having each copy signed and acknowledged at the spaces indicated by yellow tabs.

If the easements are approved, the two originals labeled "Reichhold Chemicals Execution Original," with the written and acknowledged approvals, should be returned to me. I would be

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USEPA SF
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glad to distribute the execution original copies for the Port of Tacoma and Puyallup Indian Tribe as well if you wish.

Please feel free to contact me at 583-8438 should you have any questions. We appreciate your assistance.

Very truly yours,

Ellen Conedera Dial

Ellen Conedera Dial

ECD:sjp
Enclosures

cc: John J. Oldham (w/encl.)
Michael J. Kowalski (w/encl.)
Lauri Gorton (w/encl.)
John Bell (w/encl.)
Randy Harrison (w/encl.)
Charles R. Blumenfeld (w/encl.)
Richard G. McAllister (w/encl.)

REICHHOLD CHEMICALS
EXECUTION ORIGINAL

EXTRACTION WELL SYSTEM EASEMENT AGREEMENT

between

PORT OF TACOMA,
a Washington municipal corporation
("the Port"),

THE PUYALLUP TRIBE OF INDIANS
("the Tribe")

and

REICHHOLD CHEMICALS, INC.,
a Delaware corporation
("Reichhold")

November 27, 1991

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EXTRACTION WELL SYSTEM
EASEMENT AGREEMENT

THIS EXTRACTION WELL SYSTEM EASEMENT AGREEMENT ("Agreement") is made this 27 day of November, 1991, by and among PORT OF TACOMA, a Washington municipal corporation ("the Port"), THE PUYALLUP TRIBE OF INDIANS, a federally recognized Indian Tribe ("the Tribe"), and REICHHOLD CHEMICALS, INC., a Delaware corporation ("Reichhold").

RECITALS

A. The Port owns, and the Tribe is entitled to acquire pursuant to the Agreement described in Recital E below, certain real property located in Pierce County, Washington, commonly known as the Blair Waterway Property and the Blair Backup Property, and more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (collectively, "the Port Property").

B. Reichhold owns certain real property adjacent to the Port Property and more particularly described on EXHIBIT B attached hereto and incorporated herein by reference ("the Reichhold Property").

C. Pursuant to the terms of RCRA Permit WAD 009 252 891 as the same may be modified from time to time ("the RCRA Permit"), Reichhold is required by the United States Environmental Protection Agency ("EPA") to establish and maintain on the Reichhold Property a facility for the storage, treatment and disposal of certain hazardous wastes. Reichhold is required, among other things, to:

(i) install, maintain, repair, replace and regularly monitor certain monitoring wells on the Port Property ("the monitoring wells");

(ii) install, maintain, repair, replace and operate an extraction well system which includes two extraction wells on the Port Property and related fixtures and appurtenances, including, but not limited to, pumps, pipes, equipment, electrical lines and vaults and cables ("the extraction well system"); and

(iii) connect the treatment facility located on the Reichhold Property to an acceptable sewer system to permit disposal of water treated at the Reichhold facility in accordance with the RCRA Permit.

D. Reichhold has installed the monitoring wells on the Port Property pursuant to certain written agreements and has

undertaken a regular monitoring program in accordance with its RCRA Permit. Reichhold has also installed the extraction wells on the Port Property, but has not yet installed the utilities necessary to make them functional.

E. Reichhold's RCRA obligations and the obligations of the Port pursuant to that certain Agreement between the Puyallup Tribe of Indians, the Port and others dated August 27, 1988, including the Technical Documents which are a part of that Agreement and the Supplemental Agreements thereto dated March 21, 1990 (among the Port, the Tribe and the City of Tacoma) and March 24, 1990 (one between the Tribe and the Bureau of Indian Affairs and one between the Port and the Tribe) (collectively, "the Puyallup Settlement Agreement"), together render it necessary or desirable to clearly define Reichhold's easement rights and obligations with respect to the extraction wells as set forth below. The parties acknowledge that there are other agreements supplementing the Puyallup Settlement Agreement that are not pertinent to this Agreement and that have not been disclosed to Reichhold.

F. Deeds conveying the Port Property to the United States in trust for the Tribe have been placed into escrow pursuant to the Puyallup Settlement Agreement.

G. The parties now desire to enter into an agreement to grant to Reichhold an easement for the extraction well system and other rights with respect to the Port Property in accordance with the foregoing, subject, however, to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Easement for Extraction Well System

1.1 Grant of Easement

The Port and the Tribe do hereby grant, convey and quitclaim to Reichhold for the benefit of the Reichhold Property a nonexclusive easement on, across, under, in and through the Port Property to construct, reconstruct, install, monitor, use, operate, repair, replace, remove, maintain, relocate and alter the existing extraction wells, together with all appurtenant fixtures and equipment that are necessary or convenient and that are directly related to the maintenance and operation of the wells, including a subsurface utility corridor serving such wells and including pumps, pipes, lines, cables, wires, vaults and related fixtures and equipment, and together with such rights of access as may be necessary or desirable for the

full use and enjoyment of the rights granted herein and as are described below. Reichhold's rights hereunder shall be exercised on, across, under, in and through that portion of the Port Property described on EXHIBIT C attached hereto and incorporated herein by reference, which portion is designated in part as "Extraction Wells" and in part as "Utility Corridor." The parties acknowledge that the location for crossing Alexander Avenue is subject to approval of the City of Tacoma and agree to cooperate to relocate the Utility Corridor if necessary to comply with the City's requirements; provided, the Port and the Tribe will not be obligated to consent to an alternate location that would impose a greater burden on the development potential of the Port Property.

Reichhold's access rights under this easement shall be exercised in the areas described on EXHIBIT C-1 and shall be limited to those necessary to perform the installation, construction, repair, maintenance and other related functions required to make and keep the extraction wells in good, functioning condition and repair, to provide access to the wells and otherwise to fulfill Reichhold's obligations under the RCRA Permit that relate to the maintenance and functioning of the extraction well system. Reichhold shall provide to the Port and the Tribe no less than fifteen (15) days' advance notice of Reichhold's intent to use its right of access except that in cases of emergencies Reichhold shall provide the most advance notice that is reasonable under the circumstances. The parties shall cooperate to schedule access at mutually acceptable times and to minimize disruption to activities on the Port Property.

1.2 Term

This Easement for Extraction Well System shall be for a term of twenty-five (25) years commencing on the date this fully executed Agreement is approved in writing by the Secretary of the Interior of the United States of America.

1.3 Relocation or Reconstruction of Utility Corridor

At such time as the then owner of the Port Property ("the Owner") is ready to begin development activity that will cause substantial improvements to the surface of the property, the Owner may give notice to Reichhold requesting that the Utility Corridor be relocated or reconstructed at Reichhold's sole expense to permit installation of utilities to serve the Owner's property. Reichhold shall be obligated to pay for this relocation or reconstruction only one time as provided in this paragraph. Reichhold shall cooperate with the Owner in good faith to relocate or reconstruct the Utility Corridor to a mutually agreeable location that will meet the Owner's needs for utility installation. Reichhold shall be permitted to reconstruct and reinstall the Utility

Corridor before substantial improvements are made to the surface. This relocation or reconstruction shall be subject to approval by the EPA and will be designed to permit structural loads required by heavy commercial and industrial vehicular traffic consistent with the demands of a shipping terminal facility or other heavy industrial site on the surface of the ground at the location of the Utility Corridor both on Port property and within the City of Tacoma Right-of-Way. The Port and Tribe acknowledge that the City of Tacoma must approve the plans and specifications of the Utility Corridor as it crosses Alexander Avenue. The Owner shall have the right to review and approve the design and specifications for the installation, provided, however, that the Owner's approval shall not be unreasonably withheld and the Owner shall be deemed to have approved the design and specifications if written notice is not given to Reichhold identifying any objections which the Owner may have within thirty (30) days of the date the design and specifications are submitted to the Owner; and provided further that the final design and specifications shall be subject to approval by the EPA; and provided further that the Owner's approval of the design and specifications for the installations shall not be deemed to be a determination by the Owner that such design and specifications are suitable or adequate to permit heavy commercial and industrial vehicular traffic as required by this Section 1.3. The act of approving plans and specifications under this Section 1.3 shall not, by itself, impose on the Owner any liability for damage that is at any time caused to Reichhold's facilities maintained on the Port Property under this Easement.

Thereafter, subject to approval by the EPA and at the request made from time to time by the Owner, Reichhold will cooperate with the Owner in good faith to relocate or reconstruct the Utility Corridor to a mutually agreeable location or at the same location, provided the Owner bears all direct costs associated with the relocation or reconstruction.

1.4 Termination of Easement Upon Removal of Wells

If at any time Reichhold shall have the right under the terms of the RCRA Permit to permanently remove and cease to use and monitor the extraction well system, then this Easement for Extraction Well System shall terminate and Reichhold shall remove the extraction well system and restore the surface of the Port Property.

2. Compensation for Easement

2.1 Costs of Monitoring and Review

During the term of this Easement, Reichhold shall pay to the Tribe a monthly amount which shall be full reimbursement

to the Tribe for its costs of monitoring the use of the easement, the information generated by the extraction wells, the progress of Reichhold's cleanup activities and related matters; provided, that if the parties enter into an easement agreement with respect to Reichhold's monitoring wells located on the Port Property, and if that easement agreement also provides for payment of an amount for the costs of monitoring and review, then the payments made under the two agreements shall together constitute full reimbursement to the Tribe for the matters just described. Reichhold and the Tribe agree to establish the amount of the payment as Five Hundred Dollars ($500) per month, payable annually in advance commencing on the date this Agreement is signed by all parties as provided in and subject to Section 10 and on each anniversary of that date during the term of this Agreement. The amount of this annual payment shall be increased every year by multiplying the then existing annual payment by 1.045.

2.2 Additional Consideration

As additional consideration for this grant of easement, Reichhold shall pay to the Owner an Easement Fee, payable monthly commencing on the date this Agreement is signed by all parties and has been approved in writing in the space provided on page 13 below by the Secretary of the Interior of the United States of America or his or her authorized designee. The initial amount of the Easement Fee shall be $8,760.00 per year or $730.10 per month. On each anniversary of the signing date described above, the Easement Fee shall be increased by multiplying the then existing Easement Fee by 1.045. The Easement Fee shall be increased an additional $250.00 per month on March 23, 1993.

3. Termination of Easement

Upon the termination of this easement, Reichhold shall remove all structures, pipelines, wells and equipment placed by it or at its direction on or in the portion of the Port Property with respect to which the easement has terminated, and shall restore the surface of the Port Property at that location to the same surface condition as the immediately surrounding area, which shall mean that the type, strength and compaction of the fill material used by Reichhold shall provide the same load-bearing capacity as that of the immediately surrounding area. This provision is in addition to, and does not relieve Reichhold of, obligations to perform contamination cleanup imposed on Reichhold by any and all other sources.

4. Notices

Notices required to be given under this Agreement shall be in writing and shall be given as follows:

If to the Port: Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, Washington 98421
Attn: Executive Director

If to the Tribe: Puyallup Tribe of Indians
c/o Puyallup International, Inc.
Suite 302
3600 Port of Tacoma Road
Tacoma, Washington 98424

If to Reichhold: Reichhold Chemicals, Inc.
3320 Lincoln Ave.
Tacoma, Washington 98421
Attn: John J. Oldham

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

5. Compliance with Laws and Rules

All rights granted to Reichhold herein shall be exercised in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction; provided, Reichhold shall not be required to comply with any ordinances, rules or regulations enacted or adopted by the Tribe which render the exercise of the rights granted in this Agreement not feasible or practically impossible, or which impose any greater monetary payment than those agreed in this Agreement.

6. Work Standards

All work to be performed by Reichhold on the Port Property shall be completed in a careful, competent and workmanlike manner free of all claims of liens. Following any construction hereunder Reichhold shall remove all debris and restore the surface of the Port Property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed by activities conducted by Reichhold or at Reichhold's direction.

7. Use of Easements

Reichhold shall conduct its activities under this Agreement in such a manner as to minimize any interference with existing and future surface uses of the Port Property by the Owner ~~Port~~, its tenants or assigns. Each party shall use its best efforts to mutually accommodate the other's requirements consistent with the rights reserved in this Agreement.

The Owner retains the right to fully use and enjoy the easement areas to the extent not inconsistent with the rights herein granted, including the Owner's right to control, manage, operate, lease, convey and use the Port Property and to grant other easements. The Owner shall not construct or maintain any buildings or other permanent structures, on or over the Utility Corridor or Extraction Wells without Reichhold's prior written consent; provided, however, that nothing in this Section or this Easement shall prohibit the Owner from installing pavement, fill and ballast on the Utility Corridor and utilities, railroad trackage and related equipment across the Utility Corridor, as long as none of those materials is placed on an extraction well, and as long as the Owner gives notice to and cooperates with Reichhold to limit the impact of the improvements on Reichhold's access to the Utility Corridor. Owner may have as many railroad crossings as is desirable and as is consistent with this paragraph. Reichhold and Owner will cooperate in providing and scheduling access to the Utility Corridor to accommodate Owner's surface use and Reichhold's need for reasonable access for Utility Corridor repairs or reconstruction. Consistent with the rights granted to Reichhold in this Agreement, Reichhold shall cooperate with the Owner in good faith so as not to unreasonably hinder the Owner's development or use of the Port Property.

Neither the Tribe nor the Port nor any party in privity with the Tribe or Port concerning a development project on the Port Property or the resulting use of such property shall be liable to Reichhold for harm to Reichhold's facilities maintained on the Port Property under this Easement unless the harm results from or is caused by negligence of the Tribe or Port or their privy or an activity that is in violation of the Tribe's or Port's obligations under this Easement.

8. Hold Harmless and Indemnity Agreement

8.1 Reichhold agrees to defend, indemnify and save harmless the Port and the Tribe (each an "Indemnitee") (a) against any and all claims by and liability to third parties arising from Reichhold's exercise of its rights hereunder or from the presence or activities of Reichhold's agents, employees, or business invitees in connection with such activities; and (b) from and against any and all loss, damage, claims, penalties, liabilities, suits, costs and expenses suffered or incurred by the Indemnitees arising out of or related to the

use, disposal, transportation, generation or sale of hazardous or toxic wastes or substances (as those terms may be defined by applicable state or federal law) in, on or from the Port Property by Reichhold or the presence on the Port Property of such wastes or substances that were released by Reichhold. Reichhold's obligations under this Section 8 shall survive the expiration or termination of this Agreement.

8.2 Notwithstanding anything in Section 8.1 to the contrary, the parties intend and agree that the compensation paid by Reichhold under Section 2.1 (and under any agreement among all of the parties with respect to the monitoring wells) is the only compensation that Reichhold is obligated to pay the Tribe for its costs in connection with (a) activities within the scope of Section 2.1 and (b) costs associated with the proper conduct of activities under Reichhold's RCRA permit. Additionally, with respect to the Tribe, Section 8.1 does not apply to: (a) activities within the scope of Section 2.1; (b) to costs associated with the proper conduct of activities under Reichhold's RCRA permit; or, (c) liabilities to the Port under the Settlement Agreement.

8.3 With respect to the Port, Section 8.1 does not apply to costs solely for the monitoring of Reichhold's activities under, or Reichhold's compliance with, the terms of Reichhold's RCRA permit. The exclusion of these obligations from this hold harmless and indemnity agreement does not, however, in any manner limit the Port's right to assert and pursue against Reichhold, in any appropriate forum, an action for reimbursement for such matters.

8.4 This hold harmless and indemnity agreement does not cover the Port's obligations to the Tribe or the Tribe's obligations to the Port under the Puyallup Settlement Agreement. The exclusion of those obligations from this hold harmless and indemnity agreement does not, however, in any manner limit the Port's right to assert and pursue against Reichhold, in any appropriate forum, an action for reimbursement for claims made by the Tribe against the Port.

8.5 Except as may be otherwise expressly limited in this Section 8, this hold harmless and indemnity agreement does apply to all other claims and liabilities arising under any other provision of law. In addition, except as expressly limited in this Section 8, this hold harmless and indemnity agreement does not in any manner limit the Tribe's right to assert and pursue against Reichhold claims related to hazardous or toxic wastes or substances.

9. Resolution of Disputes

9.1 Arbitration

9.1.1 Negotiation; Resolution by Arbitration

The parties agree that they shall make a good faith attempt to resolve by negotiation any dispute(s) arising out of this Agreement, including, without limitation, any dispute(s) relating to (a) the right(s) or obligation(s) of any party to this Agreement, (b) Reichhold's right of access to and use of the Port Property, or (c) interpretation or implementation of this Agreement. Any dispute arising out of this Agreement that cannot be resolved by negotiation shall be submitted to binding arbitration as described in this Section 9.

9.1.2 Arbitration Procedure

The demand for arbitration shall be in writing, shall be given to both other parties as provided in Section 4 of this Agreement and shall set forth the matter or matters to be arbitrated. The party making demand for arbitration shall immediately make application to the Judicial Arbitration and Mediation Service ("JAMS") for appointment of an arbitrator. If the parties cannot agree to a jurist from the JAMS panel, JAMS will provide a list of three available panel members and each party may strike one. The remaining member shall serve as arbitrator. If JAMS is unable to appoint an arbitrator for any reason, then the party making demand for arbitration shall promptly make application to the American Arbitration Association for appointment of an arbitrator.

9.1.3 Manner of Conducting Arbitration

The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect. If the American Arbitration Association is not then functioning or commercial arbitration rules are not then in effect, arbitration shall be conducted in accordance with the requirements of said Chapter 7.04, Revised Code of Washington, or such other provisions of the statutory laws of the State of Washington as may be enacted in lieu of said Chapter 7.04; provided, however, that any reference made in that Chapter to the courts of the State of Washington shall instead be deemed a reference to the appropriate court as spelled out in Section 9.1.5, below. All arbitration proceedings shall take place in Tacoma, Washington. In any arbitration proceeding, each party shall have the power to call for testimony any employee, agent or officer of any other party, and all other rights to discovery afforded under the then applicable Federal Rules of Civil Procedure or rules or

laws applicable to Federal Court proceedings adopted in lieu thereof shall be applicable.

9.1.4 Decision of Arbitrator

The decision of the arbitrator shall be given in writing and shall be binding and conclusive upon the parties.

9.1.5 Enforcement

If any party fails to abide by the procedures provided, or adopted by reference, in this Section 9, or if any party fails to comply with the decision reached by an arbitrator, enforcement of the procedural requirements or decision shall take place in the Southern Division of the United States District Court for the Western District of Washington. The parties believe and intend that the United States District Court shall have jurisdiction over any such action. If, however, that court determines that it does not have jurisdiction to hear the action, enforcement shall take place in Puyallup Tribal Court; provided, however, that the Tribal Court's jurisdiction shall be limited to enforcement of the requirements of this arbitration procedure or the arbitrator's decision. The governing law and standards in any enforcement action filed in Tribal Court shall be the requirements of this Agreement, the Commercial Arbitration Rules of the American Arbitration Association and, to the extent that they do not conflict with those Rules or this Agreement, Chapter 7.04 of the Revised Code of Washington.

9.1.6 Fees

The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear its own witness and attorneys' fees.

9.1.7 No Modification of Agreement

The arbitrator shall have no power to alter or modify any provision of this Agreement or to render any award which by its terms effects any such alteration or modification.

9.2 Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Tribe hereby enters into a limited waiver of its sovereign immunity from suit on the following terms and conditions: The Tribe expressly waives its immunity from suit only for matters that meet all of the following conditions: (a)relate to disputes arising out of this Agreement, (b) are filed by Reichhold, its successors and assigns and (c) are brought to enforce compliance with the arbitration procedure or to enforce an arbitrator's decision rendered pursuant to the procedures set forth in this Section 9. The Tribe con-

sents to suit only in the Southern Division of the United States District Court for the Western District of Washington and in Puyallup Tribal Court. The Tribe hereby agrees to submit to the jurisdiction of those courts to the extent provided in this Section 9.2.

9.3 Tribal Authority

By executing this Agreement on behalf of the Tribe, the person or persons doing so represent and certify that all necessary steps have been taken under the constitution, laws, ordinances and rules governing the Tribe to approve and make effective the Tribe's joinder in this Agreement, specifically (but not by way of limitation) the Tribe's consent to jurisdiction and waiver of sovereign immunity set forth in Section 9.2 above; provided, however, that the Tribe's execution of this Agreement does not satisfy the requirement that the Agreement be approved by the United States Secretary of the Interior in order to become effective.

10. Condition to Effectiveness of Agreement

This Agreement shall not be effective until it has been approved in writing in the space provided below by the Secretary of the Interior of the United States of America or his or her authorized designee. Notwithstanding the foregoing, Reichhold shall commence payments under Section 2.1 of this Agreement upon full execution by the Port and the Tribe. If this Agreement is not approved by the Secretary of the Interior or his or her authorized designee, and if the parties do not reach any other agreement to achieve the purposes of this Agreement that is so approved, then the Owner shall reimburse to Reichhold all payments made under Section 2.1.

11. Successors and Assigns

The rights herein granted and the duties hereby agreed to shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

12. Reexecution

The Tribe and the United States Department of the Interior shall execute this Agreement once again upon recording of a deed to the Port Property conveying it to the Tribe. Failure of the Tribe and the United States Department of the Interior to reexecute this Agreement upon recording of such a deed shall excuse Reichhold from any obligation under its terms until it has been so executed.

13. Port Obligations

Nothing in this Agreement waives, modifies or alters the obligations of the Port to the Tribe under the Puyallup Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their appropriate officials and representatives.

The Port:

PORT OF TACOMA, a Washington municipal corporation

By John McCarthy
Name: John McCarthy
Title: President

Reichhold:

REICHHOLD CHEMICALS, INC., a Delaware corporation

By Reichhold Chemicals Inc.
Name: Jal J Oth
Title: Facility Site Manager

The Tribe:

THE PUYALLUP TRIBE OF INDIANS

By Marguerite Edwards
Name: MARGUERITE EDWARDS
Title: CHAIRPERSON

Approved:

THE UNITED STATES DEPARTMENT
OF THE INTERIOR

By _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 7th day of November, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John McCarthy, to me known to be the person who signed as President of PORT OF TACOMA, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Sharon L Starr
NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma.
My Appointment Expires: 7-7-94.

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 28th day of October, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Oldham, to me known to be the person who signed as Tacoma Site Manager of REICHHOLD CHEMICALS, INC., the Delaware corporation that executed the within and foregoing instrument, and acknowledged 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 was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Ken Olsen
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.
My Appointment Expires: 8-28-95.

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 29th day of October, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARGUERITE EDWARDS, to me known to be the person who signed as CHAIRPERSON of THE PUYALLUP TRIBE OF INDIANS, the Tribe that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Tribe for the uses and purposes therein mentioned, and on oath stated that SHE was duly elected, qualified and acting as

said officer of the Tribe and that SHE was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Georgia Parizo
NOTARY PUBLIC in and for the State of Washington, residing at Thorna
My Appointment Expires: 12/20/94.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of THE UNITED STATES DEPARTMENT OF THE INTERIOR, the Department that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Department for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the Department, that _____ was authorized to execute said instrument and that the seal affixed, if any, is the official seal of said Department.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My Appointment Expires: _____.

EXHIBIT A

THE PORT PROPERTY

Blair Waterway Property

A parcel of land in Section 35, T 21 N., R. 3 E., W.M., described as follows:

Beginning at the intersection of Lincoln Avenue monument line and Alexander Avenue monument line, in the Northwest quarter of said Section 35, thence S 47°15'36" E along the monument line of Alexander Avenue, a distance of 80.0 feet to a point on the southeasterly right-of-way line of Lincoln Avenue extended; thence S 42°48'17" W along said extension, a distance of 60.0 feet to intersect the southerly right-of-way line of Alexander Avenue, and the true point of beginning of this description; thence S 47°15'36" E, a distance of 1439.27 feet to the northwest corner of a lease entered into with the Weyerhaeuser Co. on June 8, 1972; thence S 42°44'24" W along said lease line, a distance of 770.0 feet to the northeasterly pierhead line of Blair Waterway; thence N 47°15'36" W along said northeasterly pierhead line a distance of 1440.15 feet to the easterly right-of-way line of Lincoln Avenue as vacated by City of Tacoma Ordinance No. 21508; thence continuing N 47°15'36" W, a distance of 1240.47 feet to the southeast corner of a lease agreement entered into with Domtar Gypsum America Inc., on July 26, 1979; thence N 42°44'24" E along said lease line, a distance of 200.00 feet; thence S 89°14'50" E, a distance of 85.06 feet; thence S 84°30'36" E, a distance of 236.27 feet; thence N 45°58'51" E, a distance of 27.67 feet; thence S 89°14'50" E, a distance of 227.85 feet; thence N 42°14'24" E, a distance of 52.97 feet; thence N 66°50'02" E, a distance of 63.00 feet; thence N 18°38'46" E, a distance of 63.0 feet; thence N 42°44'24" E, a distance of 22.03 feet to the southerly right-of-way line of Alexander Avenue; thence S 47°15'36" E along said right-of-way line, a distance of 819.12 feet to the true point of beginning.

INCLUDING that portion acquired for extensions, additions or betterments to the Municipal Belt Line Railway under Petition No. 1336970, dated January 12, 1944, described as follows: Beginning at a point on the westerly line of Alexander Avenue in the City of Tacoma, Washington, said point being 480 feet northwesterly from point of intersection of said westerly line of Alexander Avenue extended southerly with the northerly line of Lincoln Avenue extended easterly; thence southwesterly on a curve having a radius of 480 feet through an angle of 90°to a point of tangent with the northerly line of Lincoln Avenue; thence easterly to the beginning of curve designating the

westerly line of Alexander Avenue; thence along said westerly line to point of beginning.

Containing 43.5 acres

SUBJECT TO easements of record.

Blair Backup Property

A tract of land lying in Section 35 and the west half of Section 36, T. 21 N., R. 3 E., W.M., in Pierce County, Washington, described as follows:

Commencing at the brass pin at the intersection of the monument lines of Alexander Avenue and Lincoln Avenue; thence S 45°53'50" E along said Alexander Avenue monument line, 80.00 feet to the southeasterly right-of-way line extended of Lincoln Avenue; thence N 44°06'17" E along said extension, 60.00 feet to the northeasterly right-of-way line of Alexander Avenue and the point of beginning; thence continuing N 44°06'17" E, along said right-of-way line 150.00 feet; thence S 45°53'50" E parallel with said Alexander Avenue monument line 1611.89 feet to the north line of the southeast quarter of Section 35; thence S 88°56'05" E along said north line 442.50 feet to the northwest corner of the Northeast quarter of the Southeast quarter of said Section 35; thence S 88°19'49" E along the north line of the Southeast quarter of Section 35, 610.14 feet to the west line of the east half of the Southeast quarter of the Northeast quarter of said Section 35; thence N 1°12'03" E along said west line 995.88 feet; thence N 42°02'33" E 225.58 feet to the southwesterly right-of-way line of Taylor Way; thence S 47°57'27" E along said right-of-way line 1064.87 feet to the east line of the west half of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 36; thence S 2°33'41" W along said east line, 481.46 feet to the north line of the Southwest quarter of said Section 36; thence S 87°43'56" E, along said north line 580.83 feet to the southwesterly right-of-way line of Taylor Way; thence S 47°57'27" E along said southwesterly right-of-way line, 869.96 feet to the northeasterly corner of a parcel conveyed to Kaiser Aluminum and Chemical Co. by deed recorded under Auditors Fee No. 811026224_____ ; thence N 88°37'49" W along the north line of said parcel 1319.73 feet; thence S 1°22'11" W along the west line of said parcel 411.54 feet to the southwest corner thereof; thence S 2°37'02" W 957.65 feet to the northeasterly right-of-way line of Alexander Avenue; thence N 45°53'50" W along said right-of-way line, 4329.45 feet to the point of beginning.

EXHIBIT B

THE REICHHOLD PROPERTY

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M. LYING NORTHEASTERLY OF A LINE BEGINNING ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND CONTINUING TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID LINE BEING 150 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF ALEXANDER AVENUE, EXCEPT LINCOLN AVENUE, EXCEPT THE NORTH 50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 459 FEET OF THE NORTH 509 FEET OF THE EAST 240.06 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.

ALSO: THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M., EXCEPT THE NORTH 200 FEET THEREOF, EXCEPT TAYLOR WAY.

ALSO: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 LYING SOUTHWESTERLY OF TAYLOR WAY.

ALSO: A TRIANGULAR PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF TAYLOR WAY AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M.; THENCE ALONG THE SOUTHWEST LINE OF TAYLOR WAY S 47° 55' 54" E, 195 FEET; THENCE PERPENDICULAR TO SAID SOUTHWEST LINE OF TAYLOR WAY S 42° 04' 06" W, 225.48 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID WEST LINE N 1° 12' 53" E, 300.72 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M. WITH THE SOUTHEAST LINE OF LINCOLN AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST LINE TO A POINT 150 FEET NORTHEASTERLY FROM THE NORTHEAST LINE OF ALEXANDER AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH ALEXANDER AVENUE TO INTERSECT THE WEST LINE OF SAID SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND

THE SOUTH 459 FEET OF THE WEST 210 FEET OF THE NORTH 509 FEET OF THE EAST 240.06 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, EXCEPTING THE EAST 60.11 FEET OF THE NORTH 200 FEET THEREOF, CONTAINING 2.0 ACRES MORE OR LESS.

ALL LOCATED IN PIERCE COUNTY, WASHINGTON.

EXHIBIT C

EXTRACTION WELLS

As presently located in those portions of the Utility Corridor described below which are designated as Parts C2e and C2f.

UTILITY CORRIDOR

Six strips of land, of varying lengths, lying in the South- west quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 35, Township 21 North, Range 3 East, W.M., County of Pierce, State of Washington, described as follows:

Part C2a
A strip of land fifteen (15) feet in width, 7.5 feet left and right of the following described centerline:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 35, thence along the west line of the Southwest quarter of the Northeast quarter of Section 35, S 00° 50' 00" E, 1249.12 feet; thence perpendicular to said west line N 89° 10' 00" E, 563.06 feet to the Point of Beginning, said point being on the northerly margin of Alexander avenue, and lies N 44° 09'15" E, 60.00 feet and S 45° 53' 00" E, 1242.44 feet from a brass pin in the intersection of Alexander and Lincoln Avenue; thence N 44° 09' 15" E, 150.00 feet to the Terminus Point, said point being on the southwesterly boundary of Lot 1 of Short Plat as recorded August 19, 1983, under Pierce County Auditor's file No. 8308190230. Said strip of land containing 2,250 square feet, more or less.

Part C2b
A strip of land fifteen (15) feet in width, 7.5 feet left and right of the following described centerline:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 35; thence along the west line of the Southwest quarter of the Northeast quarter of Section 35, S 00° 50' 00" E, 1321.55 feet; thence perpendicular to said west line N 89° 10' 00" E, 635.62 feet to the Point of Beginning, said point being on the northerly margin of Alexander Avenue, and lies N 44° 09' 15" E, 60.00 feet and S 45° 53' 00" E, 1344.96 feet from a brass pin in the intersection of Alexander and Lincoln Avenue; thence N 44° 09' 15" E, 7.5 feet; thence N 45° 53' 00" W, 95.02 feet to the Terminus Point, said point being on the southerly margin of that easement as described in Part C2a, and lies N 44° 09' 15" E, 67.50 feet and S 45° 53' 00" E, 1249.94 feet from a brass pin in the intersection of Alexander and Lincoln Avenue. Said strip of land containing 1,425 square feet, more or less.

Part C2c and C2d
A strip of land fifteen (15) feet in width, 7.5 feet left and right of the following described centerline:

Commencing at the Northwest corner of the Southeast quarter of Section 35, thence along the west line of the Northwest quarter of the Southeast quarter S 02° 35' 45" W, 343.86 feet; thence perpendicular to said west line S 87°24' 15" E, 417.41 feet to the Point of Beginning (said Point of Beginning being 7.5' from a fenceline); thence N 44° 05' 34" E, 377.31 feet to a point that is 7.50 feet from the southerly margin of Alexander Avenue; thence N 45° 53' 00" W, 177.90 feet; thence N 44° 07' 00" E, 7.50 feet to the Terminus Point, said point being on the southerly margin of Alexander Avenue, and lies S 44° 07' 00" W, 60.00 feet and S 45° 53' 00" E, 1332.41 feet from a brass pin in the intersection of Alexander and Lincoln Avenue. Said strip of land containing 8,444 square feet, more or less.

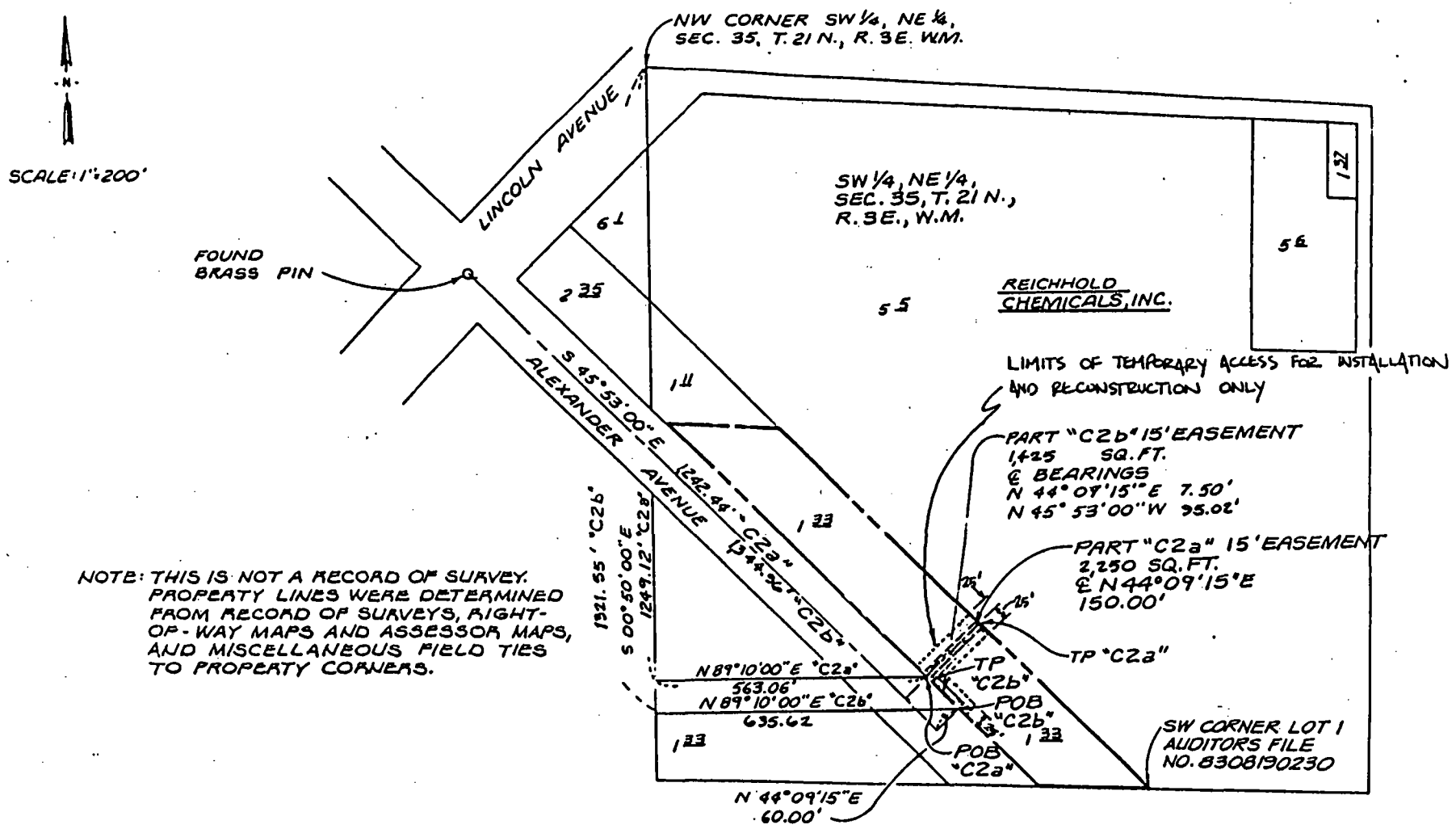
Part C2e
A strip of land fifteen (15) feet in width, 7.5 feet left and right of the following described centerline:

Commencing at the Northwest corner of the Southeast quarter of Section 35, thence along the west line of the Northwest quarter of the Southeast quarter S 02° 35' 45" W, 213.98 feet; thence perpendicular to said west line S 87° 24' 15" E, 498.84 feet to the Point of Beginning; thence S 45° 54' 26" E 17.57 feet to a point 15' from a fenceline, said point being S 34° 49' 50" E, 1531.32 feet from a brass pin in the intersection of Alexander and Lincoln Avenue and the Terminus Point. Said strip of land containing 264 square feet, more or less.

Part C2f
A strip of land fifteen (15) feet in width, 7.5 feet left and right of the following described centerline:

Commencing at the Northwest corner of the Southeast quarter of Section 35, thence along the west line of the Northwest quarter of the Southeast quarter S 02° 35' 45" W, 318.02 feet; thence perpendicular to said west line S 87° 24' 15" E, 399.51 feet to the Point of Beginning; thence S 45° 54' 26" E 23.03 feet to a point on a fenceline, said point being S 29° 39' 36" E, 1565.29 feet from a brass pin in the intersection of Alexander and Lincoln Avenue and the Terminus Point. Said strip of land containing 345 square feet, more or less.

EXHIBIT C-1



NOTE: THIS IS NOT A RECORD OF SURVEY. PROPERTY LINES WERE DETERMINED FROM RECORD OF SURVEYS, RIGHT-OF-WAY MAPS AND ASSESSOR MAPS, AND MISCELLANEOUS FIELD TIES TO PROPERTY CORNERS.

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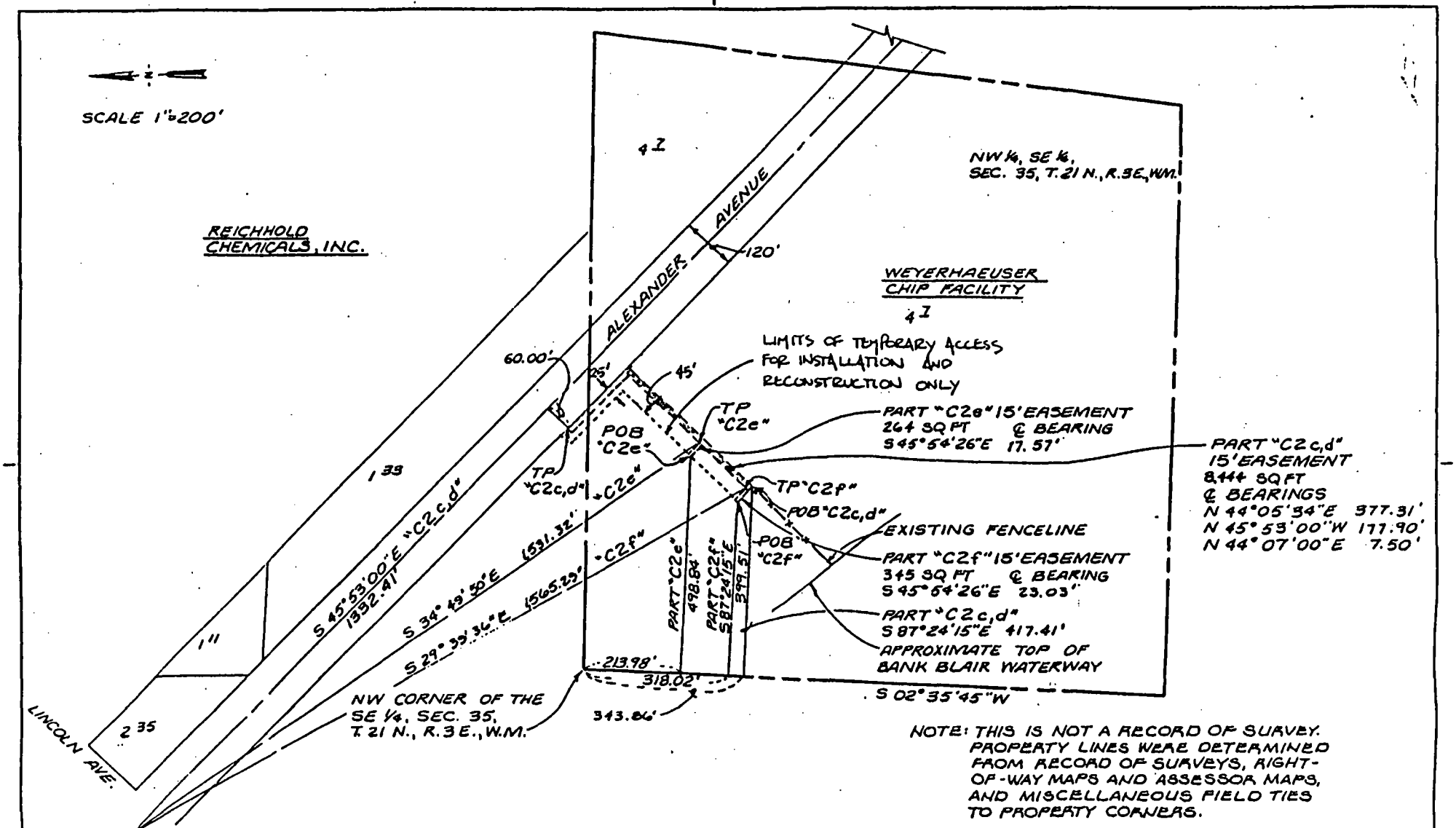
REICHHOLD CHEMICALS, INC. TACOMA, WASHINGTON

EASEMENT "C1" PERMANENT EASEMENT FOR UTILITY CORRIDOR

SHEET 1 OF 2

DATE 7-7-88

PROJ NO. S 21487.P9



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REICHHOLD CHEMICALS, INC.
TACOMA, WASHINGTON

EASEMENT "C1"
PERMANENT EASEMENT FOR UTILITY CORRIDOR

SHEET 2 OF 2
DATE 7-7-88
PROJ NO S 21487.P9

REICHHOLD CHEMICALS
EXECUTION ORIGINAL

MONITORING WELL EASEMENT AGREEMENT

between

PORT OF TACOMA,
a Washington municipal corporation
("the Port"),

THE PUYALLUP TRIBE OF INDIANS
("the Tribe")

and

REICHHOLD CHEMICALS, INC.,
a Delaware corporation
("Reichhold")

November 27, 1991

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MONITORING WELL
EASEMENT AGREEMENT

THIS MONITORING WELL EASEMENT AGREEMENT ("Agreement") is made this 27 day of November, 1991, by and among PORT OF TACOMA, a Washington municipal corporation ("the Port"), THE PUYALLUP TRIBE OF INDIANS, a federally recognized Indian Tribe ("the Tribe"), and REICHHOLD CHEMICALS, INC., a Delaware corporation ("Reichhold").

RECITALS

A. The Port owns, and the Tribe is entitled to acquire pursuant to the Agreement described in Recital E below, certain real property located in Pierce County, Washington, commonly known as the Blair Waterway Property and the Blair Backup Property, and more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (collectively, "the Port Property").

B. Reichhold owns certain real property adjacent to the Port Property and more particularly described on EXHIBIT B attached hereto and incorporated herein by reference ("the Reichhold Property").

C. Pursuant to the terms of RCRA Permit WAD 009 252 891 as the same may be modified from time to time ("the RCRA Permit"), Reichhold is required by the United States Environmental Protection Agency ("EPA") to establish and maintain on the Reichhold Property a facility for the storage, treatment and disposal of certain hazardous wastes. Reichhold is required, among other things, to:

(i) install, maintain, repair, replace and regularly monitor certain monitoring wells on the Port Property ("the monitoring wells");

(ii) install, maintain, repair, replace and operate an extraction well system which includes two extraction wells on the Port Property and related fixtures and appurtenances, including, but not limited to, pumps, pipes, equipment, electrical lines and vaults and cables ("the extraction well system"); and

(iii) connect the treatment facility located on the Reichhold Property to an acceptable sewer system to permit disposal of water treated at the Reichhold facility in accordance with the RCRA Permit.

D. Reichhold has installed the monitoring wells on the Port Property pursuant to certain written agreements and has

undertaken a regular monitoring program in accordance with its RCRA Permit. Reichhold has also installed the extraction wells on the Port Property, but has not yet installed the utilities necessary to make them functional.

E. Reichhold's RCRA obligations and the obligations of the Port pursuant to that certain Agreement between the Puyallup Tribe of Indians, the Port and others dated August 27, 1988, including the Technical Documents which are a part of that Agreement and the Supplemental Agreements thereto dated March 21, 1990 (among the Port, the Tribe and the City of Tacoma) and March 24, 1990 (one between the Tribe and the Bureau of Indian Affairs and one between the Port and the Tribe) (collectively, "the Puyallup Settlement Agreement"), together render it necessary or desirable to clearly define Reichhold's easement rights and obligations with respect to the monitoring wells as set forth below. The parties acknowledge that there are other agreements supplementing the Puyallup Settlement Agreement that are not pertinent to this Agreement and that have not been disclosed to Reichhold.

F. Deeds conveying the Port Property to the United States in trust for the Tribe have been placed into escrow pursuant to the Puyallup Settlement Agreement.

G. The parties now desire to enter into an agreement to grant to Reichhold an easement for the monitoring wells and other rights with respect to the Port Property in accordance with the foregoing, subject, however, to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Easement for Monitoring Wells

1.1 Grant of Easement

The Port and the Tribe do hereby grant, convey and quitclaim to Reichhold for the benefit of the Reichhold Property a nonexclusive easement on, across, under, in and through the Port Property to reconstruct, monitor, use, operate, repair, replace, remove, maintain, relocate and alter the existing monitoring wells, together with all appurtenant fixtures and equipment that are necessary or convenient and that are directly related to the maintenance and functioning of the wells, and together with such rights of access as may be necessary or desirable for the full use and enjoyment of the rights granted herein and as are described below. Reichhold's rights hereunder shall be exercised on, across, under, in and

through that portion of the Port Property described on EXHIBIT C attached hereto and incorporated herein by reference and any additional or other area necessary to accommodate the relocation of any well(s) pursuant to Section 1.4. This grant of easement shall supersede and render null and void those certain agreements and permits from the Port of Tacoma to Reichhold (a) dated April 29, 1987 for the installation, maintenance and sampling of groundwater monitoring wells (which was recorded in the records of Pierce County, Washington under recording number 8911170239 as Exhibit C of Declaration and Affidavit of Easements); (b) dated February 3, 1988 for drilling and sampling soil borings; and (c) dated August 4, 1989 for the erection of a fence.

Reichhold's access rights under this easement shall be exercised in the areas described on EXHIBIT C-1 and shall be limited to those necessary to perform the monitoring, repair, maintenance, relocation and other related functions required to keep the wells in good, functioning condition and repair, to provide access to the wells, to use the wells to take groundwater samples and measurements, and otherwise to fulfill Reichhold's obligations under the RCRA Permit that relate to the maintenance and monitoring of the wells. Reichhold shall provide to the Port and the Tribe no less than fifteen (15) days' advance notice of Reichhold's intent to use its right of access, except that in cases of emergencies Reichhold shall provide the most advance notice that is reasonable under the circumstances. The parties acknowledge that certain requirements are imposed under the RCRA Permit necessitating access to the wells. The parties shall cooperate to schedule access at mutually acceptable times and to minimize disruption to activities on the Port Property.

1.2 Term

This Easement for Monitoring Wells shall be for a term of twenty-five (25) years commencing on the date this fully executed Agreement is approved in writing by the Secretary of the Interior of the United States of America.

1.3 Modification of Monitoring Wells

1.3.1 Reconstruction of Monitoring Wells

At such time as the then owner of the Port Property ("Owner") is ready to begin or change development activity that would be materially hindered by the wells, or any of them, the Owner may give notice to Reichhold specifying the wells that are a hindrance. Upon such notice and subject to approval by the EPA, Reichhold will modify the design of the well installations for the wells designated in the notice and reinstall them at grade to permit heavy commercial and industrial vehicular traffic consistent with the demands of a shipping terminal facility or other heavy industrial site on

the surface of the ground at the location(s) of the well(s). The Owner shall have the right to review and approve the design and specifications for the installations, provided, however, that the Owner's approval shall not be unreasonably withheld and the Owner shall be deemed to have approved the design and specifications if written notice is not given to Reichhold identifying any objections which the Owner may have within thirty (30) days of the date the design and specifications are submitted to the Owner; and provided further that the final design and specifications shall be subject to approval by the EPA; and provided further that the Owner's approval of the design and specifications for the installations shall not be deemed to be a determination by the Owner that such design and specifications are suitable or adequate to permit heavy commercial and industrial vehicular traffic as required by this Section 1.3. The act of approving plans and specifications under this Section 1.3 shall not, by itself, impose on the Owner any liability for damage that is at any time caused to Reichhold's facilities maintained on the Port Property under this Easement.

1.3.2 Relocation of Monitoring Wells

At the request of the Owner, and subject to approval by the EPA, Reichhold will relocate, reconstruct and reinstall all or any of the monitoring wells to an alternate location on the Port Property when, in the reasonable judgment of the Owner, relocation is necessary to permit improvements to be made or constructed at the well location. The Port and the Tribe acknowledge that: (a) each well is located to achieve important objectives under the RCRA Permit; (b) any request for relocation will be evaluated by the EPA as the relocation may affect those objectives; (c) the distance and direction any well may be moved may be limited by those objectives; and (d) any relocation(s) must not impair Reichhold's ability to meet the requirements of the RCRA Permit. Reichhold's obligation to relocate any well(s) under this Section 1.3.2 is expressly subject to approval by the EPA of the site of the proposed relocation. Reichhold agrees to use its best efforts in good faith to secure that approval.

1.4 Cost of Modifications of Monitoring Wells

1.4.1 During the first ten years of this Agreement, Reichhold shall bear the expense of modifications made to each monitoring well(s) under Section 1.3 only for:

(a) reconstruction twice; or

(b) reconstruction once and relocation once.

In each subsequent ten year period Reichhold shall bear the expense only for one relocation, if such relocation is requested by Owner pursuant to Section 1.3.2.

1.4.2 As to any monitoring well(s), the Owner may, at any time, direct Reichhold to make modifications to one well or more than one well in the manner provided in, and subject to, Section 1.3. Any modification under this Section 1.4.2 shall not be counted toward fulfillment of Reichhold's obligation under Section 1.4.1. The direct expense of such modification under this Section 1.4.2 shall be borne by the Owner.

1.5 Modification of Easement Upon Removal of Well

If at any time Reichhold shall have the right under the terms of the RCRA Permit to permanently remove and cease to use and monitor any monitoring well, Reichhold shall remove the same and restore the surface of the Port Property to the same structural and surface condition as the immediately surrounding area. This Easement for Monitoring Wells shall terminate with respect to such monitoring well(s) (Partial Termination"); however, this Easement for monitoring wells shall continue with respect to all other monitoring wells. Upon any Partial Termination the Easement Fee under Section 2.2 shall be reduced proportionately based on the number of wells existing prior to such partial termination.

1.6 Port Access to Well Data; Reichhold Access to Data Generated by Port

From time to time the Port may desire to have access to data from the wells. Reichhold shall provide to the Port (a) all reports Reichhold is required by the RCRA Permit to submit to the EPA with regard to the operation of the extraction well system, and (b) results of regular sampling from the wells made pursuant to the requirements of the RCRA Permit. In addition, upon reasonable notice to Reichhold, Reichhold will cause its consultant to take additional samplings requested by the Port at the Port's expense. It is agreed that, in most cases, two (2) business days' advance notice will be sufficient notice. Reichhold agrees that the charges for this work shall be reasonable.

Commencing on the date this Agreement becomes effective and through December 1994, and for each 12 month period thereafter for which Reichhold submits a written request in advance, the Port shall provide to Reichhold a quarterly list of information, studies, reports and other data concerning the physical condition of the Port Property as follows, and shall cooperate in good faith to provide copies of those items requested by Reichhold, it being the intent of the parties that Reichhold receive all materials of the nature described that Reichhold requests:

(a) groundwater monitoring reports from wells located on the Port Property, including results of chemical

analyses and water levels; (b) all final written studies, reports, investigations, analyses, plans for remediation or cleanup and assessments, and all final schedules for those items, that the Port is required to submit to the EPA, the Washington State Department of Ecology, or the Tribe under the terms of any memorandum of understanding, consent decree, administrative order or other agreement or order stemming from the Puyallup Settlement Agreement.

2. Compensation for Easement

2.1 Costs of Monitoring and Review

During the term of this Easement Reichhold shall pay to the Tribe a monthly amount which shall be full reimbursement to the Tribe for its costs of monitoring the use of the easement, the information generated by the monitoring wells, the progress of Reichhold's cleanup activities and related matters; provided, that if the parties enter into an easement agreement with respect to Reichhold's extraction wells located on the Port Property, and if that easement agreement also provides for payment of an amount for the costs of monitoring and review, then the payments made under the two agreements shall together constitute full reimbursement to the Tribe for the matters just described. Reichhold and the Tribe agree to establish the amount of the payment as Five Hundred Dollars ($500) per month, payable annually in advance commencing on the date this Agreement is signed by all parties as provided in and subject to Section 10 and on each anniversary of that date during the term of this Agreement. The amount of this annual payment shall be increased every year by multiplying the then existing annual payment by 1.045.

2.2 Additional Consideration

As additional consideration for this grant of easement, Reichhold shall pay to the Owner an Easement Fee, payable monthly commencing on the date this Agreement is signed by all parties and has been approved in writing in the space provided on page 14 below by the Secretary of the Interior of the United States of America or his or her authorized designee. The initial amount of the Easement Fee shall be $8,760.00 per year or $730.10 per month. On each anniversary of the signing date described above, the Easement Fee shall be increased by multiplying the then existing Easement Fee by 1.045. The Easement Fee shall be increased an additional $250.00 per month on March 23, 1993.

3. Termination of Easement

Upon the termination of this easement, Reichhold shall remove all structures, pipelines, wells and equipment placed by it or at its direction on or in the portion of the Port Property with respect to which the easement has terminated,

and shall restore the surface of the Port Property at that location to the same surface condition as the immediately surrounding area, which shall mean that the type, strength and compaction of the fill material used by Reichhold shall provide the same load-bearing capacity as that of the immediately surrounding area. This provision is in addition to, and does not relieve Reichhold of, obligations to perform contamination cleanup imposed on Reichhold by any and all other sources.

4. Notices

Notices required to be given under this Agreement shall be in writing and shall be given as follows:

If to the Port:	Port of Tacoma One Sitcum Plaza P.O. Box 1837 Tacoma, Washington 98421 Attn: Executive Director
If to the Tribe:	Puyallup Tribe of Indians c/o Puyallup International, Inc. Suite 302 3600 Port of Tacoma Road Tacoma, Washington 98424
If to Reichhold:	Reichhold Chemicals, Inc. 3320 Lincoln Ave. Tacoma, Washington 98421 Attn: John J. Oldham

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

5. Compliance with Laws and Rules

All rights granted to Reichhold herein shall be exercised in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction; provided, Reichhold shall not be required to comply with any ordinances, rules or regulations enacted or adopted by the Tribe which render the exercise of the rights granted in this Agreement not feasible or practically impossible, or which impose any greater monetary payment than those agreed in this Agreement.

6. Work Standards

All work to be performed by Reichhold on the Port Property shall be completed in a careful, competent and workmanlike manner free of all claims of liens. Following any construction hereunder Reichhold shall remove all debris and restore the surface of the Port Property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed by activities conducted by Reichhold or at Reichhold's direction.

7. Use of Easements

Reichhold shall conduct its activities under this Agreement in such a manner as to minimize any interference with existing and future surface uses of the Port Property by the ~~Port~~ Owner, its tenants or assigns. Each party shall use its best efforts to mutually accommodate the other's requirements consistent with the rights reserved in this Agreement.

The Owner retains the right to fully use and enjoy the easement areas to the extent not inconsistent with the rights herein granted, including the Owner's right to control, manage, operate, lease, convey and use the Port Property and to grant other easements. The Owner shall not construct or maintain any buildings or other permanent structures (other than roadway) on or over any Monitoring Well. Consistent with the grant of rights to Reichhold in this Agreement, Reichhold shall cooperate with the Owner in good faith so as not to unreasonably hinder the Owner's development or use of the Port Property.

Neither the Tribe nor the Port nor any party in privity with the Tribe or Port concerning a development project on the Port Property or the resulting use of such property shall be liable to Reichhold for harm to Reichhold's facilities maintained on the Port Property under this Easement unless the harm results from or is caused by negligence of the Tribe or Port or their privy or an activity that is in violation of the Tribe's or Port's obligations under this Easement.

8. Hold Harmless and Indemnity Agreement

8.1 Reichhold agrees to defend, indemnify and save harmless the Port and the Tribe (each an "Indemnitee") (a) against any and all claims by and liability to third parties arising from Reichhold's exercise of its rights hereunder or from the presence or activities of Reichhold's agents, employees, or business invitees in connection with such activities; and (b) from and against any and all loss, damage, claims, penalties, liabilities, suits, costs and expenses suffered or incurred by the Indemnitees arising out of or related to the use, disposal, transportation, generation or sale of hazardous

or toxic wastes or substances (as those terms may be defined by applicable state or federal law) in, on or from the Port Property by Reichhold or the presence on the Port Property of such wastes or substances that were released by Reichhold. Reichhold's obligations under this Section 8 shall survive the expiration or termination of this Agreement.

8.2 Notwithstanding anything in Section 8.1 to the contrary, the parties intend and agree that the compensation paid by Reichhold under Section 2.1 (and under any agreement among all of the parties with respect to the extraction wells) is the only compensation that Reichhold is obligated to pay the Tribe for its costs in connection with (a) activities within the scope of Section 2.1 and (b) costs associated with the proper conduct of activities under Reichhold's RCRA permit. Additionally, with respect to the Tribe, Section 8.1 does not apply to: (a) activities within the scope of Section 2.1; (b) to costs associated with the proper conduct of activities under Reichhold's RCRA permit; or, (c) liabilities to the Port under the Settlement Agreement.

8.3 With respect to the Port, Section 8.1 does not apply to costs solely for the monitoring of Reichhold's activities under, or Reichhold's compliance with, the terms of Reichhold's RCRA permit. The exclusion of these obligations from this hold harmless and indemnity agreement does not, however, in any manner limit the Port's right to assert and pursue against Reichhold, in any appropriate forum, an action for reimbursement for such matters.

8.4 This hold harmless and indemnity agreement does not cover the Port's obligations to the Tribe or the Tribe's obligations to the Port under the Puyallup Settlement Agreement. The exclusion of those obligations from this hold harmless and indemnity agreement does not, however, in any manner limit the Port's right to assert and pursue against Reichhold, in any appropriate forum, an action for reimbursement for claims made by the Tribe against the Port.

8.5 Except as may be otherwise expressly limited in this Section 8, this hold harmless and indemnity agreement does apply to all other claims and liabilities arising under any other provision of law. In addition, except as expressly limited in this Section 8, this hold harmless and indemnity agreement does not in any manner limit the Tribe's right to assert and pursue against Reichhold claims related to hazardous or toxic wastes or substances.

9. Resolution of Disputes

9.1 Arbitration

9.1.1 Negotiation; Resolution by Arbitration

The parties agree that they shall make a good faith attempt to resolve by negotiation any dispute(s) arising out of this Agreement, including, without limitation, any dispute(s) relating to (a) the right(s) or obligation(s) of any party to this Agreement, (b) Reichhold's right of access to and use of the Port Property, or (c) interpretation or implementation of this Agreement. Any dispute arising out of this Agreement that cannot be resolved by negotiation shall be submitted to binding arbitration as described in this Section 9.

9.1.2 Arbitration Procedure

The demand for arbitration shall be in writing, shall be given to both other parties as provided in Section 4 of this Agreement and shall set forth the matter or matters to be arbitrated. The party making demand for arbitration shall immediately make application to the Judicial Arbitration and Mediation Service ("JAMS") for appointment of an arbitrator. If the parties cannot agree to a jurist from the JAMS panel, JAMS will provide a list of three available panel members and each party may strike one. The remaining member shall serve as arbitrator. If JAMS is unable to appoint an arbitrator for any reason, then the party making demand for arbitration shall promptly make application to the American Arbitration Association for appointment of an arbitrator.

9.1.3 Manner of Conducting Arbitration

The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect. If the American Arbitration Association is not then functioning or commercial arbitration rules are not then in effect, arbitration shall be conducted in accordance with the requirements of said Chapter 7.04, Revised Code of Washington, or such other provisions of the statutory laws of the State of Washington as may be enacted in lieu of said Chapter 7.04; provided, however, that any reference made in that Chapter to the courts of the State of Washington shall instead be deemed a reference to the appropriate court as spelled out in Section 9.1.5, below. All arbitration proceedings shall take place in Tacoma, Washington. In any arbitration proceeding, each party shall have the power to call for testimony any employee, agent or officer of any other party, and all other rights to discovery afforded under the then applicable Federal Rules of Civil Procedure or rules or

laws applicable to Federal Court proceedings adopted in lieu thereof shall be applicable.

9.1.4 Decision of Arbitrator

The decision of the arbitrator shall be given in writing and shall be binding and conclusive upon the parties.

9.1.5 Enforcement

If any party fails to abide by the procedures provided, or adopted by reference, in this Section 9, or if any party fails to comply with the decision reached by an arbitrator, enforcement of the procedural requirements or decision shall take place in the Southern Division of the United States District Court for the Western District of Washington. The parties believe and intend that the United States District Court shall have jurisdiction over any such action. If, however, that court determines that it does not have jurisdiction to hear the action, enforcement shall take place in Puyallup Tribal Court; provided, however, that the Tribal Court's jurisdiction shall be limited to enforcement of the requirements of this arbitration procedure or the arbitrator's decision. The governing law and standards in any enforcement action filed in Tribal Court shall be the requirements of this Agreement, the Commercial Arbitration Rules of the American Arbitration Association and, to the extent that they do not conflict with those Rules or this Agreement, Chapter 7.04 of the Revised Code of Washington.

9.1.6 Fees

The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear its own witness and attorneys' fees.

9.1.7 No Modification of Agreement

The arbitrator shall have no power to alter or modify any provision of this Agreement or to render any award which by its terms effects any such alteration or modification.

9.2 Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Tribe hereby enters into a limited waiver of its sovereign immunity from suit on the following terms and conditions: The Tribe expressly waives its immunity from suit only for matters that meet all of the following conditions: (a) relate to disputes arising out of this Agreement, (b) are filed by Reichhold, its successors and assigns and (c) are brought to enforce compliance with the arbitration procedure or to enforce an arbitrator's decision rendered pursuant to the procedures set forth in this Section 9. The Tribe con-

sents to suit only in the Southern Division of the United States District Court for the Western District of Washington and in Puyallup Tribal Court. The Tribe hereby agrees to submit to the jurisdiction of those courts to the extent provided in this Section 9.2.

9.3 Tribal Authority

By executing this Agreement on behalf of the Tribe, the person or persons doing so represent and certify that all necessary steps have been taken under the constitution, laws, ordinances and rules governing the Tribe to approve and make effective the Tribe's joinder in this Agreement, specifically (but not by way of limitation) the Tribe's consent to jurisdiction and waiver of sovereign immunity set forth in Section 9.2 above; provided, however, that the Tribe's execution of this Agreement does not satisfy the requirement that the Agreement be approved by the United States Secretary of the Interior in order to become effective.

10. Condition to Effectiveness of Agreement

This Agreement shall not be effective until it has been approved in writing in the space provided below by the Secretary of the Interior of the United States of America or his or her authorized designee. Notwithstanding the foregoing, Reichhold shall commence payments under Section 2.1 of this Agreement upon full execution by the Port and the Tribe. If this Agreement is not approved by the Secretary of the Interior or his or her authorized designee, and if the parties do not reach any other agreement to achieve the purposes of this Agreement that is so approved, then the Tribe shall reimburse to Reichhold all payments made under Section 2.1.

11. Successors and Assigns

The rights herein granted and the duties hereby agreed to shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

12. Reexecution

The Tribe and the United States Department of the Interior shall execute this Agreement once again upon recording of a deed to the Port Property conveying it to the Tribe. Failure of the Tribe and the United States Department of the Interior to reexecute this Agreement upon recording of such a deed shall excuse Reichhold from any obligation under its terms until it has been so executed.

13. Port Obligations

Nothing in this Agreement waives, modifies or alters the obligations of the Port to the Tribe under the Puyallup Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their appropriate officials and representatives.

The Port:

PORT OF TACOMA, a Washington municipal corporation

By John McCarthy
Name: John McCarthy
Title: President

Reichhold:

REICHHOLD CHEMICALS, INC., a Delaware corporation

By Reichhold Chemicals Inc.
Name: [illegible]
Title: Tacoma Site Manager

The Tribe:

THE PUYALLUP TRIBE OF INDIANS

By Marguerite Edwards
Name: MARGUERITE EDWARDS
Title: CHAIRPERSON

Approved:

THE UNITED STATES DEPARTMENT
OF THE INTERIOR

By _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 7th day of November, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John McCarthy, to me known to be the person who signed as President of PORT OF TACOMA, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Sharon L Starr
NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma.
My Appointment Expires: 7-7-94.

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 28th day of October, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Oldham, to me known to be the person who signed as Tacoma site manager of REICHHOLD CHEMICALS, INC., the Delaware corporation that

executed the within and foregoing instrument, and acknowledged 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 was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Ken [illegible]

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.
My Appointment Expires: 8-28-95.

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 29th day of October, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARGUERITE EDWARDS, to me known to be the person who signed as CHAIRPERSON of THE PUYALLUP TRIBE OF INDIANS, the Tribe that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Tribe for the uses and purposes therein mentioned, and on oath stated that SHE was duly elected, qualified and acting as said officer of the Tribe and that SHE was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Georgia Parejo

NOTARY PUBLIC in and for the State of Washington, residing at Tacoma.
My Appointment Expires: 10/20/94.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of THE UNITED STATES DEPARTMENT OF THE INTERIOR, the Department that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Department for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the Department, that _____ was authorized to execute said instrument and that the seal affixed, if any, is the official seal of said Department.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____.
My Appointment Expires: _____.

EXHIBIT A

THE PORT PROPERTY

Blair Waterway Property

A parcel of land in Section 35, T 21 N., R. 3 E., W.M., described as follows:

Beginning at the intersection of Lincoln Avenue monument line and Alexander Avenue monument line, in the Northwest quarter of said Section 35, thence S 47°15'36" E along the monument line of Alexander Avenue, a distance of 80.0 feet to a point on the southeasterly right-of-way line of Lincoln Avenue extended; thence S 42°48'17" W along said extension, a distance of 60.0 feet to intersect the southerly right-of-way line of Alexander Avenue, and the true point of beginning of this description; thence S 47°15'36" E, a distance of 1439.27 feet to the northwest corner of a lease entered into with the Weyerhaeuser Co. on June 8, 1972; thence S 42°44'24" W along said lease line, a distance of 770.0 feet to the northeasterly pierhead line of Blair Waterway; thence N 47°15'36" W along said northeasterly pierhead line a distance of 1440.15 feet to the easterly right-of-way line of Lincoln Avenue as vacated by City of Tacoma Ordinance No. 21508; thence continuing N 47°15'36" W, a distance of 1240.47 feet to the southeast corner of a lease agreement entered into with Domtar Gypsum America Inc., on July 26, 1979; thence N 42°44'24" E along said lease line, a distance of 200.00 feet; thence S 89°14'50" E, a distance of 85.06 feet; thence S 84°30'36" E, a distance of 236.27 feet; thence N 45°58'51" E, a distance of 27.67 feet; thence S 89°14'50" E, a distance of 227.85 feet; thence N 42°14'24" E, a distance of 52.97 feet; thence N 66°50'02" E, a distance of 63.00 feet; thence N 18°38'46" E, a distance of 63.0 feet; thence N 42°44'24" E, a distance of 22.03 feet to the southerly right-of-way line of Alexander Avenue; thence S 47°15'36" E along said right-of-way line, a distance of 819.12 feet to the true point of beginning.

INCLUDING that portion acquired for extensions, additions or betterments to the Municipal Belt Line Railway under Petition No. 1336970, dated January 12, 1944, described as follows: Beginning at a point on the westerly line of Alexander Avenue in the City of Tacoma, Washington, said point being 480 feet northwesterly from point of intersection of said westerly line of Alexander Avenue extended southerly with the northerly line of Lincoln Avenue extended easterly; thence southwesterly on a curve having a radius of 480 feet through an angle of 90°to a point of tangent with the northerly line of Lincoln Avenue; thence easterly to the beginning of curve designating the

westerly line of Alexander Avenue; thence along said westerly line to point of beginning.

Containing 43.5 acres

SUBJECT TO easements of record.

Blair Backup Property

A tract of land lying in Section 35 and the west half of Section 36, T. 21 N., R. 3 E., W.M., in Pierce County, Washington, described as follows:

Commencing at the brass pin at the intersection of the monument lines of Alexander Avenue and Lincoln Avenue; thence S 45°53'50" E along said Alexander Avenue monument line, 80.00 feet to the southeasterly right-of-way line extended of Lincoln Avenue; thence N 44°06'17" E along said extension, 60.00 feet to the northeasterly right-of-way line of Alexander Avenue and the point of beginning; thence continuing N 44°06'17" E, along said right-of-way line 150.00 feet; thence S 45°53'50" E parallel with said Alexander Avenue monument line 1611.89 feet to the north line of the southeast quarter of Section 35; thence S 88°56'05" E along said north line 442.50 feet to the northwest corner of the Northeast quarter of the Southeast quarter of said Section 35; thence S 88°19'49" E along the north line of the Southeast quarter of Section 35, 610.14 feet to the west line of the east half of the Southeast quarter of the Northeast quarter of said Section 35; thence N 1°12'03" E along said west line 995.88 feet; thence N 42°02'33" E 225.58 feet to the southwesterly right-of-way line of Taylor Way; thence S 47°57'27" E along said right-of-way line 1064.87 feet to the east line of the west half of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 36; thence S 2°33'41" W along said east line, 481.46 feet to the north line of the Southwest quarter of said Section 36; thence S 87°43'56" E, along said north line 580.83 feet to the southwesterly right-of-way line of Taylor Way; thence S 47°57'27" E along said southwesterly right-of-way line, 869.96 feet to the northeasterly corner of a parcel conveyed to Kaiser Aluminum and Chemical Co. by deed recorded under Auditors Fee No. 811026224_____ ; thence N 88°37'49" W along the north line of said parcel 1319.73 feet; thence S 1°22'11" W along the west line of said parcel 411.54 feet to the southwest corner thereof; thence S 2°37'02" W 957.65 feet to the northeasterly right-of-way line of Alexander Avenue; thence N 45°53'50" W along said right-of-way line, 4329.45 feet to the point of beginning.

EXHIBIT B

THE REICHHOLD PROPERTY

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M. LYING NORTHEASTERLY OF A LINE BEGINNING ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND CONTINUING TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID LINE BEING 150 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF ALEXANDER AVENUE, EXCEPT LINCOLN AVENUE, EXCEPT THE NORTH 50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 459 FEET OF THE NORTH 509 FEET OF THE EAST 240.06 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.

ALSO: THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M., EXCEPT THE NORTH 200 FEET THEREOF, EXCEPT TAYLOR WAY.

ALSO: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 LYING SOUTHWESTERLY OF TAYLOR WAY.

ALSO: A TRIANGULAR PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF TAYLOR WAY AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M.; THENCE ALONG THE SOUTHWEST LINE OF TAYLOR WAY S 47° 55' 54" E, 195 FEET; THENCE PERPENDICULAR TO SAID SOUTHWEST LINE OF TAYLOR WAY S 42° 04' 06" W, 225.48 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID WEST LINE N 1° 12' 53" E, 300.72 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, W.M. WITH THE SOUTHEAST LINE OF LINCOLN AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST LINE TO A POINT 150 FEET NORTHEASTERLY FROM THE NORTHEAST LINE OF ALEXANDER AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH ALEXANDER AVENUE TO INTERSECT THE WEST LINE OF SAID SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND

THE SOUTH 459 FEET OF THE WEST 210 FEET OF THE NORTH 509 FEET OF THE EAST 240.06 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, EXCEPTING THE EAST 60.11 FEET OF THE NORTH 200 FEET THEREOF, CONTAINING 2.0 ACRES MORE OR LESS.

ALL LOCATED IN PIERCE COUNTY, WASHINGTON.

EXHIBIT C

EASEMENT FOR MONITORING WELLS

The following locations, all located in Southeast quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter of Section 35, Township 21 North, Range 3 East, W.M., County of Pierce, State of Washington :

Commencing at the Northwest corner of Lot 1 of Short Plat as recorded August 19, 1983, under Pierce County Auditor's File No. 8308190230, said point being on the southerly line of Lincoln Avenue; thence along the southerly line of Lincoln Avenue and Lincoln Avenue extended S 44° 07' 07" W 210.00 feet to the centerline of Alexander Avenue; thence along said centerline N 45° 53' 00" W 80.00 feet to a brass pin in the intersection of Alexander and Lincoln Avenues and the Point of Beginning for the following described Monitor Well descriptions:

Monitoring Well 33 S;
from the Point of Beginning S 45° 53' 00" E, 125.37 feet; thence N 44° 07' 00" E, 175.92 feet to the center of Monitoring Well 33 S

Monitoring Well 36 I;
from the Point of Beginning S 45° 53' 00" E, 324.21 feet; thence N 44° 07' 00" E, 92.14 feet to the center of Monitoring Well 36 I

Monitoring Well 32 S;
from the Point of Beginning S 45° 53' 00" E, 402.15 feet; thence N 44° 07' 00" E, 148.21 feet to the center of Monitoring Well 32 S

Monitoring Well 51 S;
from the Point of Beginning S 45° 53' 00" E, 549.89 feet; thence N 44° 07' 00" E, 81.94 feet to the center of Monitoring Well 51 S

Monitoring Well 43 S;
from the Point of Beginning S 45° 53' 00" E, 577.13 feet; thence N 44° 07' 00" E, 194.98 feet to the center of Monitoring Well 43 S

Monitoring Well 50 I;
from the Point of Beginning S 45° 53' 00" E, 850.80 feet; thence N 44° 07' 00" E, 83.84 feet to the center of Monitoring Well 50 I

Monitoring Well 52 S;
from the Point of Beginning S 45° 53' 00" E, 864.66 feet; thence N 44° 07' 00" E, 83.28 feet to the center of Monitoring Well 52 S

Monitoring Well 27 S;
from the Point of Beginning S 45° 53' 00" E, 866.66 feet; thence N 44° 07' 00" E, 184.40 feet to the center of Monitoring Well 27 S

Monitoring Well 39 I;
from the Point of Beginning S 45° 53' 00" E, 1106.44 feet; thence N 44° 07' 00" E, 89.15 feet to the center of Monitoring Well 39 I

Monitoring Well 45 I;
from the Point of Beginning S 45° 53' 00" E, 1305.38 feet; thence S 44° 07' 00" W, 326.53 feet to the center of Monitoring Well 45 I

Monitoring Well 46 I;
from the Point of Beginning S 45° 53' 00" E, 1318.45 feet; thence S 44° 07' 00" W, 88.57 feet to the center of Monitoring Well 46 I

Monitoring Well 54 S;
from the Point of Beginning S 45° 53' 00" E, 1342.17 feet; thence N 44° 07' 00" E, 68.16 feet to the center of Monitoring Well 54 S

Monitoring Well 42 S;
from the Point of Beginning S 45° 53' 00" E, 1475.44 feet; thence N 44° 07' 00" E, 194.57 feet to the center of Monitoring Well 42 S

Monitoring Well 47 I;
from the Point of Beginning S 45° 53' 00" E, 1487.77 feet; thence S 44° 07' 00" W, 422.74 feet to the center of Monitoring Well 47 I

Monitoring Well 40 I;
from the Point of Beginning S 45° 53' 00" E, 1492.54 feet; thence S 44° 07' 00" W, 306.70 feet to the center of Monitoring Well 40 I

Monitoring Well 40 D;
from the Point of Beginning S 45° 53' 00" E, 1493.53 feet; thence S 44° 07' 00" W, 326.42 feet to the center of Monitoring Well 40 D

Monitoring Well 44 I;
from the Point of Beginning S 45° 53' 00" E, 1495.18 feet; thence S 44° 07' 00" W, 648.92 feet to the center of Monitoring Well 44 I

Monitoring Well 30 I;
from the Point of Beginning S 45° 53' 00" E, 1513.10 feet; thence N 44° 07' 00" E, 63.94 feet to the center of Monitoring Well 30 I

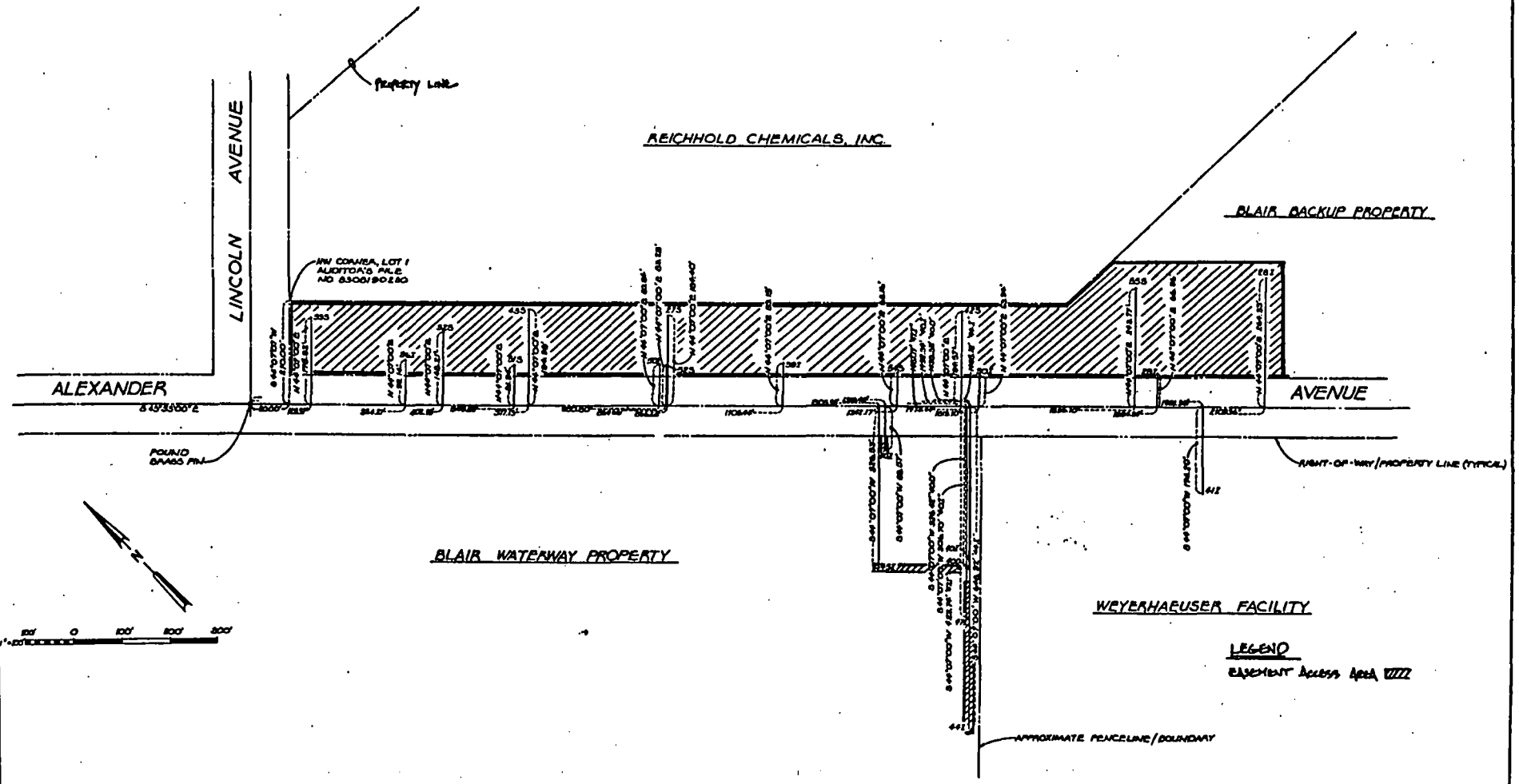
Monitoring Well 55 S;
from the Point of Beginning S 45° 53' 00" E, 1836.10 feet; thence N 44° 07' 00" E, 243.77 feet to the center of Monitoring Well 55 S

Monitoring Well 29 I;
from the Point of Beginning S 45° 53' 00" E, 1884.24 feet; thence N 44° 07' 00" E, 66.96 feet to the center of Monitoring Well 29 I

Monitoring Well 28 I;
from the Point of Beginning S 45° 53' 00" E, 2109.36 feet; thence N 44° 07' 00" E, 264.33 feet to the center of Monitoring Well 28 I

Monitoring Well 41 I;
from the Point of Beginning S 45° 53' 00" E, 1981.36 feet; thence S 44° 07' 00" W, 174.20 feet to the center of Monitoring Well 41 I. (Monitoring Well located on parcel currently leased to Weyerhaeuser Co.)

EXHIBIT C-1



LEGEND

EASEMENT ACCESS AREA

NOTE: THIS IS NOT A RECORD OF SURVEY. PROPERTY LINES WERE DETERMINED FROM RECORD OF SURVEYS, RIGHT-OF-WAY MAPS AND ASSESSOR MAPS AND MISCELLANEOUS FIELD TIES TO PROPERTY CORNERS.

REICHHOLD CHEMICALS, INC
TACOMA, WASHINGTON

EASEMENT "C1"
PERMANENT EASEMENT FOR
MONITORING WELL ACCESS
4/4/09

CRMHILL

SCA 21487.PB SHEET 1 OF 1