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Washington State
Department of Ecology

After Recording Return to:
LISA PEARSON, P.E.
Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775

ENVIRONMENTAL COVENANT

Grantor: OlyArb, LLC
Grantee: State of Washington, Department of Ecology
Legal: PTN NW 36-18N-2W
Tax Parcel Nos.: 12836210400
Cross Reference: N/A

OlyArb, LLC, ("Grantor") hereby binds itself, its successors and assigns to the land use restrictions identified herein and grants such other rights under this Environmental Covenant (hereafter "Covenant") made this day of November, 2007 in favor of the State of Washington Department of Ecology (hereafter "Ecology"). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 RCW 64.70

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Grantor., its successors and assigns, and Ecology, its successors and assigns.

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

Final Interim Remedial Action Plan, Work Area 3, Under Agreed Order No. 1315, Briggs Nursery, Inc., Olympia, Washington (ENTRIX, August 2007).

These documents are on file at Ecology's Olympia, WA Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of Polychlorinated Dibenzodioxins and Polychlorinated Dibenzofurans



(PCDD/Fs) which exceed the Model Toxics Control Act Method B Cleanup Level(s) for sediments and water established under WAC 173-340-740.

Grantor is the fee owner of real property (hereafter "Property") in the County of Thurston County, State of Washington, that is subject to this Covenant. The Property is legally described on Exhibit A attached hereto and by this reference incorporated herein. The Property is commonly referred to as the Northeast Kettle and the Southeast Kettle (the "Kettles").

Grantor makes the following declarations as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the Property, as provided by law and shall be binding on all parties and all persons claiming under it, including all current and future owners of any portion of or interest in the Property (hereafter "Owners").

Section 1.

a. The Property may be used as ecological reserves, and natural and open areas with limited public access.

b. In order to protect public safety and the ecological value of the Kettles, access to restricted and fenced areas within the Property is expressly prohibited. Public access to the Property is allowed only on designated trails. Restricted areas shall be denoted by warning signs and placards.

c. Briggs Village, LLC, by its signature below, agrees to ensure the provision of signage and fencing as described in Exhibit B attached. All signage and fencing shall be in place and shall be approved by Ecology prior to release of the area for final plat. Briggs Village, LLC agrees, for itself and its successors and assigns, to permanently maintain the signage and fencing.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or that may create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.



Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

OlyArb, LLC

By: *Gary E. Briggs*
Gary E. Briggs, Sole Member

Dated: 2-11-08

Briggs Village, LLC

By: *John P. Ginn*
Its: *Wyndham*
Dated: 2-19-08

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson
Rebecca S. Lawson, P.E., L.H.G.
Southwest Region Section Manager

Dated: 2/7/2008



EXHIBIT A
DESCRIPTION OF PREMISES SUBJECT TO THIS COVENANT



EXHIBIT "A"

BRIGGS VILLAGE NORTHEAST KETTLE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN; ALSO BEING A PORTION OF PARCEL B AS SHOWN ON A BOUNDARY LINE ADJUSTMENT RECORDED AT AUDITOR'S FILE NUMBER 3855772, RECORDS OF THURSTON COUNTY, STATE OF WASHINGTON; DESCRIBED AS FOLLOWS (REFER TO EXHIBIT "B" MAP):

COMMENCING AT NORTHEAST CORNER OF SAID PARCEL B;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, NORTH 88°15'52" WEST A DISTANCE OF 1,016.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01°44'08" WEST A DISTANCE OF 73.83 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 62°03'13" WEST A DISTANCE OF 50.38 FEET;

THENCE SOUTH 41°39'08" WEST A DISTANCE OF 83.53 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 19°56'37" EAST A DISTANCE OF 60.42 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 55.99 FEET THROUGH A CENTRAL ANGLE OF 53°05'31";

THENCE SOUTH 22°53'10" WEST A DISTANCE OF 15.65 FEET;

THENCE SOUTH 23°53'55" EAST A DISTANCE OF 77.24 FEET;

THENCE SOUTH 65°54'35" EAST A DISTANCE OF 66.09 FEET;

THENCE SOUTH 59°31'47" EAST A DISTANCE OF 56.12 FEET;

THENCE NORTH 76°02'04" EAST A DISTANCE OF 118.62 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS OF WHICH BEARS NORTH 65°35'21" WEST A DISTANCE OF 133.32 FEET;

THENCE NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 88.64 FEET THROUGH A CENTRAL ANGLE OF 38°05'37";

THENCE NORTH 23°42'34" WEST A DISTANCE OF 75.43 FEET;

THENCE NORTH 20°57'26" WEST A DISTANCE OF 54.31 FEET;

THENCE NORTH 61°04'03" WEST A DISTANCE OF 40.74 FEET;

THENCE NORTH 72°27'41" WEST A DISTANCE OF 36.22 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 48,468 S. F. MORE OR LESS.

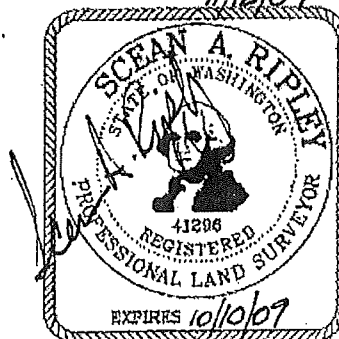


EXHIBIT "A" (CONTINUED)

TOGETHER WITH

BRIGGS VILLAGE SOUTHEAST KETTLE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN; ALSO BEING A PORTION OF PARCEL B AS SHOWN ON A BOUNDARY LINE ADJUSTMENT RECORDED AT AUDITOR'S FILE NUMBER 3855772, RECORDS OF THURSTON COUNTY, STATE OF WASHINGTON; DESCRIBED AS FOLLOWS (REFER TO EXHIBIT "C" MAP):

COMMENCING AT NORTHEAST CORNER OF SAID PARCEL B;

THENCE ALONG THE EAST LINE OF SAID PARCEL B, ALSO BEING THE CENTER SECTION LINE OF SAID SECTION 36, SOUTH 01°31'54" WEST A DISTANCE OF 591.71 FEET;

THENCE LEAVING SAID EAST LINE AND CONTINUING ALONG SAID CENTER SECTION LINE, SOUTH 01°31'54" WEST A DISTANCE OF 647.64 FEET;

THENCE LEAVING SAID CENTER SECTION LINE, NORTH 88°28'06" WEST A DISTANCE OF 787.50 FEET TO THE EAST LINE OF SAID PARCEL B;

THENCE ALONG SAID EAST LINE, NORTH 88°32'31" WEST A DISTANCE OF 26.20 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 01°27'29" WEST A DISTANCE OF 1.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°27'05" WEST A DISTANCE OF 35.44 FEET;

THENCE NORTH 06°27'03" WEST A DISTANCE OF 34.23 FEET;

THENCE NORTH 68°59'54" WEST A DISTANCE OF 47.18 FEET;

THENCE NORTH 78°32'19" WEST A DISTANCE OF 99.22 FEET;

THENCE SOUTH 77°26'23" WEST A DISTANCE OF 74.72 FEET;

THENCE SOUTH 22°44'54" WEST A DISTANCE OF 35.64 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 72°07'26" EAST A DISTANCE OF 284.64 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 88.99 FEET THROUGH A CENTRAL ANGLE OF 17°54'47";

THENCE SOUTH 00°32'42" EAST A DISTANCE OF 56.00 FEET;

THENCE SOUTH 44°07'45" EAST A DISTANCE OF 49.62 FEET;

THENCE SOUTH 33°56'58" EAST A DISTANCE OF 43.52 FEET;

THENCE SOUTH 41°58'42" EAST A DISTANCE OF 42.11 FEET;

THENCE SOUTH 82°02'23" EAST A DISTANCE OF 34.33 FEET;

THENCE SOUTH 72°05'17" EAST A DISTANCE OF 63.92 FEET;

THENCE NORTH 45°10'57" EAST A DISTANCE OF 36.17 FEET;

THENCE NORTH 32°52'21" EAST A DISTANCE OF 38.99 FEET;

THENCE NORTH 25°17'29" EAST A DISTANCE OF 53.19 FEET;

THENCE NORTH 43°56'00" EAST A DISTANCE OF 59.10 FEET;

THENCE NORTH 37°11'55" EAST A DISTANCE OF 15.89 FEET;

THENCE NORTH 00°52'46" WEST A DISTANCE OF 39.20 FEET;

THENCE NORTH 19°15'19" WEST A DISTANCE OF 35.27 FEET;

THENCE NORTH 32°40'02" WEST A DISTANCE OF 17.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 69,844 S.F. MORE OR LESS.

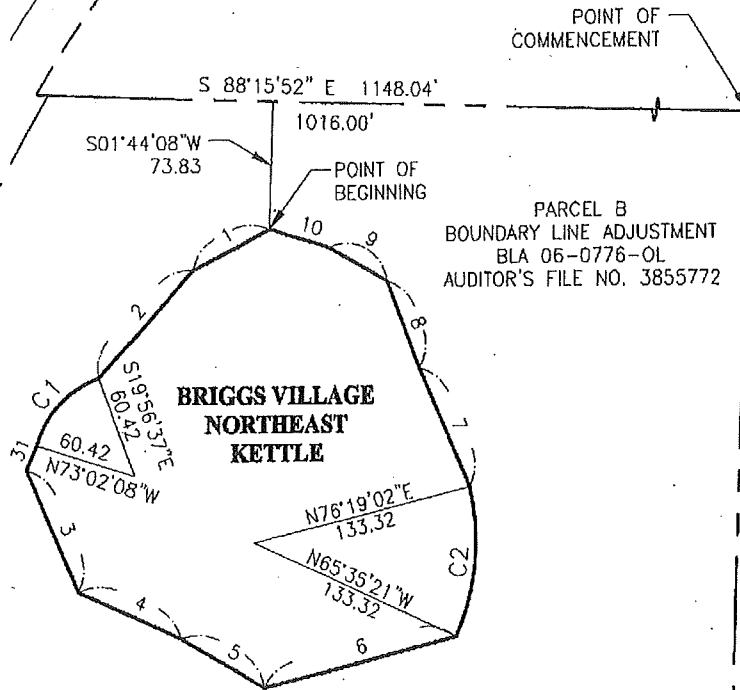
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Thurston County Washington
OLYARB, LLC

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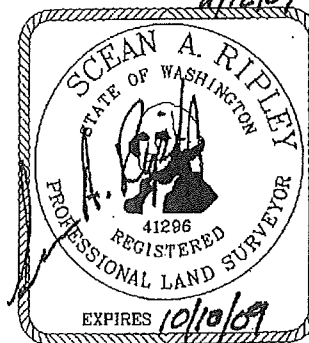
A PORTION OF THE NW 1/4 OF SECTION 36,
TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.
CITY OF OLYMPIA
THURSTON COUNTY, WASHINGTON



LINE TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA
1	50.38	S62°03'13"W	C1	55.99	60.42	53°05'31"
2	83.53	S41°39'08"W	C2	88.64	133.32	38°05'37"
3	77.24	S23°53'55"E				
4	66.09	S65°54'35"E				
5	56.12	S59°31'47"E				
6	118.62	N76°02'04"E				
7	75.43	N23°42'34"W				
8	54.31	N20°57'26"W				
9	40.74	N61°04'03"W				
10	36.22	N72°27'41"W				
31	15.65	S22°53'10"W				

HENDERSON BLVD.

Exhibit B
BRIGGS VILLAGE
NORTHEAST
KETTLE



A PORTION OF THE NW 1/4 OF SECTION 36,
TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.
CITY OF OLYMPIA
THURSTON COUNTY, WASHINGTON

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	88.99	284.64	17°54'47"

PARCEL B
BOUNDARY LINE
ADJUSTMENT
BLA 06-0776-OL
AUDITOR'S FILE
NO. 3855772

POINT OF
COMMENCEMENT

PARCEL B
BOUNDARY LINE
ADJUSTMENT
BLA 06-0776-OL
AUDITOR'S FILE
NO. 3855772

PARCEL A
BOUNDARY LINE
ADJUSTMENT
BLA 06-0776-OL
AUDITOR'S FILE
NO. 3855772

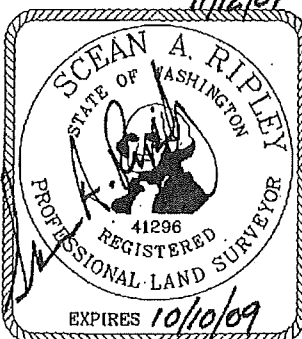
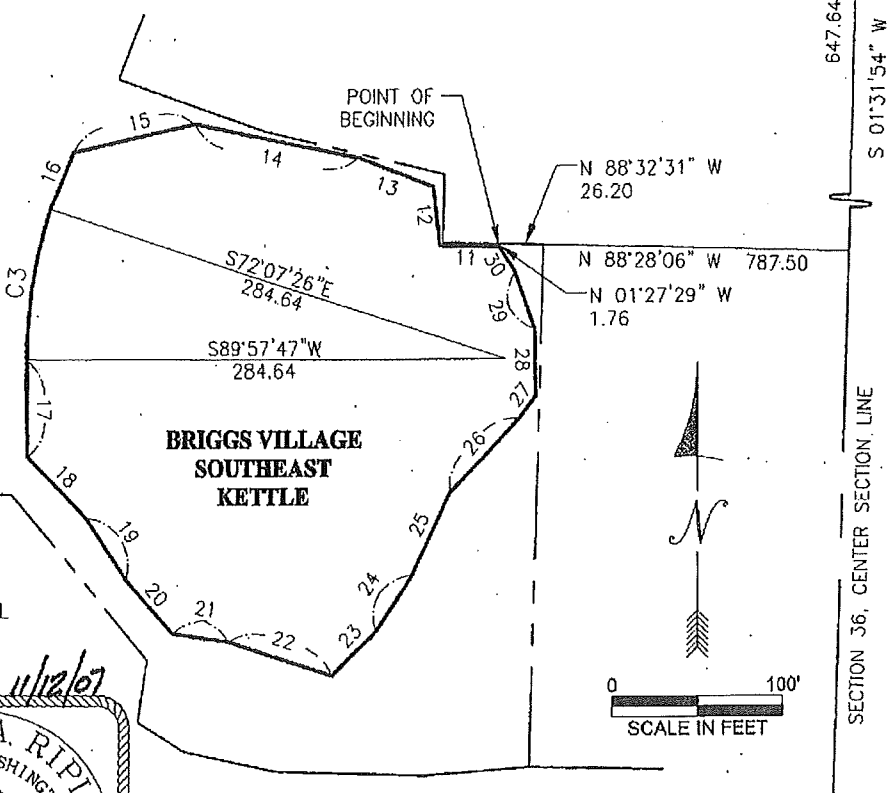


Exhibit C
BRIGGS VILLAGE
SOUTHEAST
KETTLE

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
11	35.44	N88°27'05"W	21	34.33	S82°02'23"E
12	34.23	N06°27'03"W	22	63.92	S72°05'17"E
13	47.18	N68°59'54"W	23	36.17	N45°10'57"E
14	99.22	N78°32'19"W	24	38.99	N32°52'21"E
15	74.72	S77°26'23"W	25	53.19	N25°17'29"E
16	35.64	S22°44'54"W	26	59.10	N43°56'00"E
17	56.00	S00°32'42"E	27	15.89	N37°11'55"E
18	49.62	S44°07'45"E	28	39.20	N00°52'46"W
19	43.52	S33°56'58"E	29	35.27	N19°15'19"W
20	42.11	S41°58'42"E	30	17.18	N32°40'02"W



**EXHIBIT B
REQUIRED FENCING AND POSTING OF SIGNS**

A. FENCING

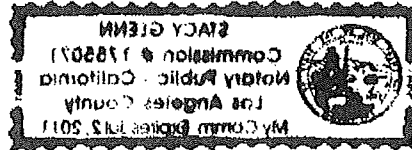
Cyclone fencing shall be placed around the outermost perimeter of each property identified in Exhibit A. The fences shall be a minimum of six feet in height. The fencing shall be constructed and maintained in a manner that will prevent public access to the property within the fence perimeter.

B. SIGNAGE

Signs shall be installed and maintained in accordance with the following parameters:

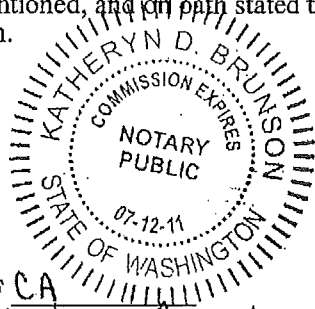
- a. The signs shall be located within the perimeter of the fence in a location that makes them readable from outside the fence, but no farther than three (3) feet from the perimeter;
- b. The signs shall be placed at a minimum of fifty (50) foot intervals around the perimeter of the fence;
- c. The signs shall be posted in a manner that secures them from the normal effects of the weather;
- d. The signs shall be a minimum of eight and one-half (8 ½) by eleven (11) inches in size;
- e. The signs shall be made of a durable weather resistant material;
- f. The colors used for the signboard shall be yellow, or orange; and
- g. Lettering should be in bold, black type with the following information (minimum text height):

WARNING (2 inches)
NO TRESSPASSING (1 inch)
(all other text 0.5 inch)
By order of
WA DEPARTMENT OF ECOLOGY
TOXICS CLEANUP PROGRAM
(360) 407-6300



STATE OF WASHINGTON
COUNTY OF THURSTON

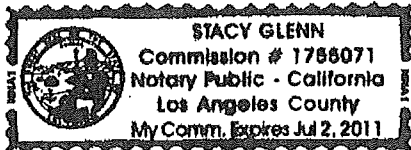
On this 11th day of ~~November~~ ^{February}, 2007, I certify that Gary E. Briggs personally appeared before me, acknowledged that he is the sole member of OlyArb, LLC, the limited liability company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Kathryn D. Brunson
Print Name: ~~DBrunson~~
Notary Public in and for the State of Washington,
Residing at Olympia, WA
My appointment expires 07-12-11.

STATE OF CA
COUNTY OF Los Angeles

On this 19th day of ~~November~~ ^{February}, 2007, I certify that Joseph T. Amor personally appeared before me, acknowledged that he is the Manager of Briggs Village, LLC, the limited liability company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Stacy Glenn
Print Name: Stacy Glenn
Notary Public in and for the State of CA
Residing at Oak Park
My appointment expires July 2, 2011.

