

Return Address
Henderson Village, LLC
4407 Henderson Blvd., SE
Olympia, WA 98501
Attn: Kathy Brunson

Document Title(s) (or transactions contained therein): 1. Restrictive Covenant - Agricultural Products 2. 3.
Reference Number(s) of Documents assigned or released: (on page ___ of documents(s))
Grantor(s) (Last name first, then first name and initials): 1. HENDERSON VILLAGE, LLC. 2. 3. 4. <input type="checkbox"/> Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials): 1. HENDERSON VILLAGE, LLC 2. <input type="checkbox"/> Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Part of the S ½ of the SW ¼, the S ½ of the NW ¼ of the SW ¼, and the S ½ of the NE ¼ of the SW ¼ of Section 29, T 17N, R 5W, Grays Harbor County, WA <input type="checkbox"/> Full legal is on page 4 of document.
Assessor's Property Tax Parcel/Account Number 170529340010



After recording, return to:

Henderson Village, LLC
4407 Henderson Blvd. SE
Olympia, WA 98501
Attn: Kathy Brunson

RESTRICTIVE COVENANT - AGRICULTURAL PRODUCTS

Grantor and Grantee, HENDERSON VILLAGE, LLC a Washington corporation, for and in consideration of Ten Dollars (\$10) and issuance of permits by Grays Harbor County, covenants that it is the owner of the property described below and does record this covenant to control the use of the land in accordance with the terms set forth herein.

This covenant is recorded in conformance and consideration of the permit issued under Grays Harbor County Case Number 2005 0123.

The purpose of the covenant is to restrict commercial crops grown on the land described in Schedule A attached (the "Property"), for a period of three years in conformance with the terms of this covenant.

1. The Property is hereby restricted to growing a crop referred to as "Carving Pumpkins" for the duration of this covenant.
2. Any sale of the Carving Pumpkins shall acknowledge that the pumpkins are not fit for human consumption and are to be used only for purposes that do not include human consumption or reintroduction into the earth so as to create a soil condition that exceeds MTCA residential (unrestricted) standards.
3. This covenant shall become effective as of the date of its recording and shall continue to be effective until October 31, 2008. Prior to the removal of this restrictive covenant, the owner shall conduct testing procedures that document the soil remediation activity has resulted in a soil condition that complies with State Model Toxics Control (MTCA) threshold for residential (unrestricted) use. In the event that testing results in a determination that the soil does not comply with the aforementioned MTCA thresholds, the owner shall continue remediation efforts until such time that testing documents the remediation efforts have resulted in soil that complies with the Washington State Model Toxics Control Act (MTCA) threshold for residential use (unrestricted) use.



4. Such date is three (3) years from the date of completion of the Soil Amendment tilling process for the soil imported to the Property from Briggs Nursery in Olympia Washington consistent with the permit referenced above.
5. The Property shall planted with Carving Pumpkins and such crop shall be continued on the site for three years from the date of the first planting, but no later than the date identified in paragraph 6 below.
6. This Covenant shall terminate and no longer be in effect on October 31, 2008, subject to paragraph 3 above.
7. This covenant touches and concerns the land and shall run with the land and shall be binding on all successors and assigns.

Dated this 23rd day of January 2006.

HENDERSON VILLAGE, LLC

By:

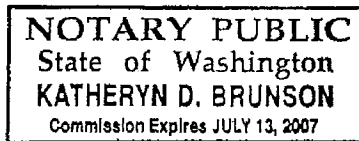

Gary E. Briggs, Principal



STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 23rd day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary E. Briggs, to me known to be the person who signed as Principal of HENDERSON VILLAGE, LLC the 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.



Kathryn D. Brunson
(Signature of Notary)

Kathryn D. Brunson
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Olympia.
My Appointment Expires: July 13, 2007.

SCHEDULE A

(ATTACHED)



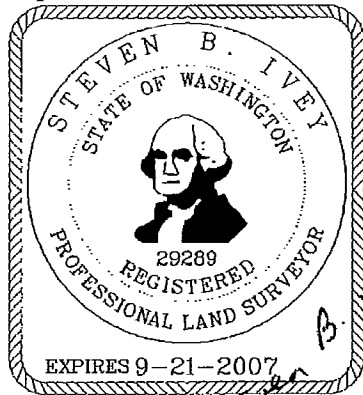
Legal description
Tract A- Soil Remediation Area

That portion of Parcel 2 of Boundary Line Adjustment Number 1999-05280033, recorded under auditors file number 1999-05280033, said parcel being in the southwest quarter of Section 29, Township 17 North, Range 5 West, of W.M., in Grays Harbor County, Washington, described as follows:

Commencing at the south quarter corner of said section thence North $01^{\circ}16'41''$ East along the North-South centerline of said section, a distance of 1307.19 feet; thence North $88^{\circ}15'34''$ West a distance of 599.33 feet to the true point of beginning of this description; thence North $01^{\circ}23'18''$ East a distance of 140.04 feet; thence North $13^{\circ}34'56''$ East a distance of 153.49 feet; thence North $87^{\circ}12'27''$ West a distance of 365.36 feet; thence South $41^{\circ}35'38''$ West a distance of 303.92 feet; thence South $09^{\circ}17'37''$ West a distance of 256.91 feet; thence South $04^{\circ}27'07''$ West a distance of 252.25 feet; thence South $85^{\circ}37'25''$ East a distance of 496.80 feet; thence North $15^{\circ}51'42''$ East a distance of 132.85 feet; thence North $87^{\circ}51'01''$ East a distance of 49.47 feet; thence North $34^{\circ}02'16''$ East a distance of 102.09 feet; thence North $38^{\circ}47'56''$ West a distance of 49.89 feet; thence North $14^{\circ}16'31''$ West a distance of 87.89 feet; thence North $01^{\circ}23'18''$ East a distance of 124.87 feet to the point of beginning of this description,

Said parcel containing 8.93 acres more or less.

Prepared by: Steven B. Ivey



Steven B. Ivey
12/13/05



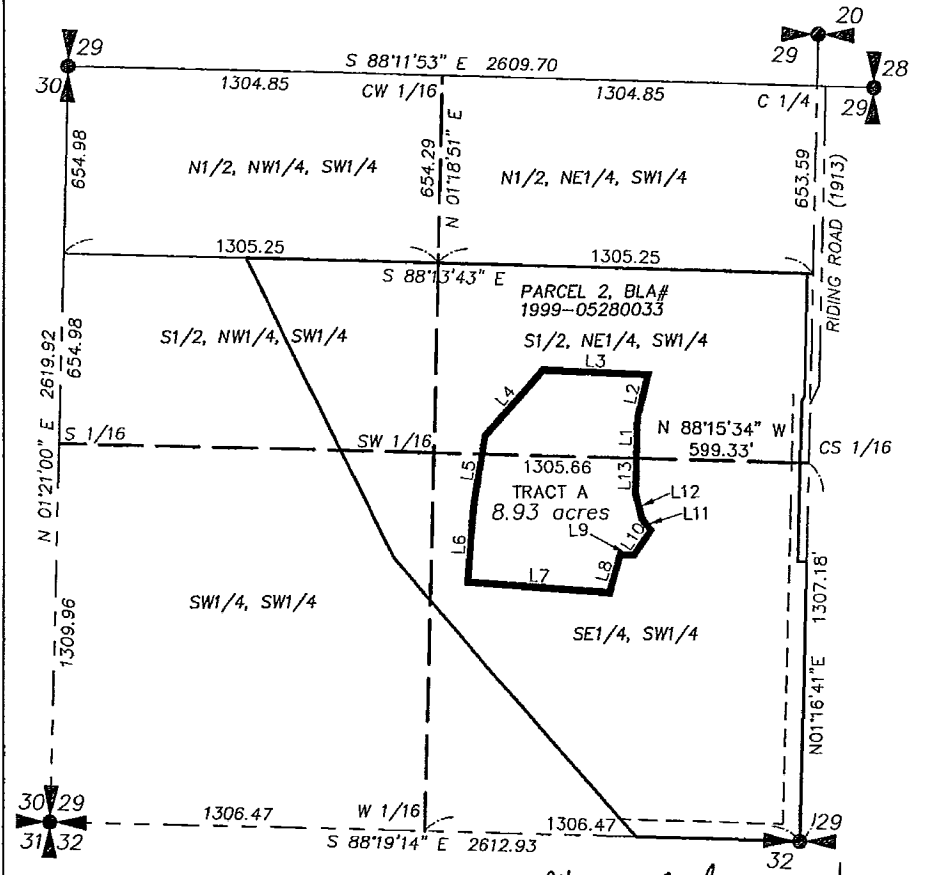
BRUNSON

38.00 COV

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Grays Harbor Co

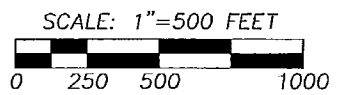
EXHIBIT
TRACT A--SOIL REMEDIATION AREA
SEC. 29, T17N, R5W, W.M.
GRAYS HARBOR COUNTY, WA.



LINE TABLE		
LINE	LENGTH	BEARING
L1	140.04	N 01°23'18" E
L2	153.49	N 13°34'56" E
L3	365.36	N 87°12'27" W
L4	303.92	S 41°35'38" W
L5	256.91	S 09°17'37" W
L6	252.25	S 04°27'07" W
L7	496.80	S 85°37'25" E
L8	132.85	N 15°51'42" E
L9	49.47	N 87°51'01" E
L10	102.09	N 34°02'16" E
L11	49.89	N 38°47'56" W
L12	87.98	N 14°16'31" W
L13	124.87	N 01°23'18" E

Steven B. Ivey
 12/13/05

 EXPIRES 9/21/2007



DATE: 12/07/05		724 Columbia Street NW Suite 140 Olympia, Washington 98501 (360) 764-3274 (360) 764-1193 Fax whpacific.com	Planners Engineers Surveyors Landscape Architects	33098-SURV-BD01
DWN: JWL APR: PJB		SCALE: 1"=500'		SHEET 1 OF 1