THE Greenbrier SINCE 1778 SPORTING CLUB

RECEIVED
SEP 15 2003
DIVISION OF LAND RESTORATION
DIRECTOR'S OFFICE

September 12, 2003

Mr. Ken Ellison
WVDEP Division of Land Restoration
1356 Hansford St.
Charleston, WV 25301

Mr. Ellison:

We are transmitting to you the recorded Land Use Covenant of Parcel A of the Remediation Area.

Please let us know should you have any questions.

Sincerely,

Peter McKinney

Enclosures

Cc: Mike Sutphin
Greg Tieman
File: Club Lands: Remediation Program: Parcel A

300 West Main Street, White Sulphur Springs, WV 24986 • Telephone: 888-741-8989/304-536-7763 • Fax: 304-536-7762
E-mail: info@gbrsc.com • Website: www.thegreenbriersportingclub.com

When recorded return to:David M. Moore

GREENBRIER County 09:09:40 AM
Instrument No 1521
Recorded Date 09/04/2003
Document Type DEED
Book-Page 484-1
Rec/Add Fee 11.00 1.00

RETURN RECORDED DOCUMENT TO THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEED 484 PAGE 01

This Land Use Covenant is dated as of the 22 day of August, 2003, by and among **CSX HOTELS, INC.**, a West Virginia corporation ("CSX") as former owner of Parcel A in the attached Exhibit (by deed of record in Deed Book 206 at page 541), **THE GREENBRIER SPORTING CLUB, INC.**, a West Virginia nonprofit corporation (the "Club") as current owner of Parcel A in the attached Exhibit (by deed of record in Deed Book 477 at page 181), and the **DEPARTMENT OF ENVIRONMENTAL PROTECTION** for the State of West Virginia, and recites:

RECITALS:

CSX Hotels, Inc., d. b. a. The Greenbrier has entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-2 (hereinafter referred to as "the Act"), for certain property, identified as Overall Remediation Parcel A: Former White Sulphur Springs Landfill, located in White Sulphur District, Greenbrier County, West Virginia and more particularly described in the attached Exhibit A to this document. Paragraph 75 of the Agreement requires CSX as a party to the Agreement and the Club, as present owner of said property, to file a Land Use Covenant with the Clerk of the Greenbrier County Commission. The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Greenbrier County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by this Agreement.

LAND USE COVENANT

NOW THEREFORE, CSX and the Club, each hereinafter referred to as an "Owner" and collectively as the "Owners," and the Secretary of the Department of Environmental Protection, as provided in the Agreement, agree that the following restrictions shall apply to this property:

1. Each Owner shall prohibit all activities on its portion of the property which may interfere with the remedial action required by the Agreement.

2. Each Owner shall, with respect to the portion of the property owned by it, prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:

   a) Withdrawal and use of groundwater for potable or non-potable purposes.

b) Construction of any non-residential structures or outbuildings of any kind without suitable design provision for air ventilation that will prevent the accumulation of landfill gas vapors.
c) Construction of any structure intended for residential use.
d) Excavation, regarding, or land shaping which removes any capped earthen fills above the former landfill boundaries to less than a minimum of two foot cover thickness, unless performed as part of golf course support and maintenance activities which activities include reestablishment of the minimum two foot thick capped earthen fill above the former landfill boundaries as per the Solid Waste Management Regulations in place at the time of closure.

3. In addition to such other restrictions on use as may apply, each Owner shall, with respect to the portion of the property owned by it, restrict the uses of the property to:

a) Non-residential "Club" amenities facilities to include portions of a private member golf course;
b) Miscellaneous golf course support structures and grounds landscaping as well as utility infrastructure, irrigation and drainage systems and related cart paths.

4. Each Owner shall, with respect to the portion of the property owned by it, provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.

5. No Owner shall convey any title, easement, or other interest in its portion of the property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2 above.

6. Each Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter its portion of the property at reasonable times for the purpose of monitoring compliance with the Agreement and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities and inspect records all as provided in the Agreement.

7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.

8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §§22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves each Owner and the subsequent successors and assigns of each Owner and any person identified in W.Va. Code §§22-22-18 from all

civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.

9. The restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future Owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed by the Secretary and the Owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the Greenbrier County Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

The undersigned persons executing this Land Use Covenant on behalf of each Owner represent and certify that they are duly authorized and have been fully empowered to execute and deliver this Land Use Covenant.

IN WITNESS WHEREOF, the said Owners of the above described property and Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 22nd day of August, 2003.

SIGNED:

Department of Environmental Protection
For the State of West Virginia

By Ken Ellison Director
for Secretary

RETURN RECORDED DOCUMENT TO THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CSX Hotels, Inc., d. b. a. The Greenbrier,
a West Virginia corporation

By _____
Ted J. Kleisner, President

THE GREENBRIER SPORTING CLUB, INC.,
a West Virginia nonprofit corporation

By _____
Name: PETER MCKINNEY
Its: VICE PRESIDENT

By _____
Name: Ted J. Kleisner
Its: President

STATE OF WEST VIRGINIA
COUNTY OF Kanawha

I, Rhonda F. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, for ~~as~~ Secretary of the Department of Environmental Protection for the State of West Virginia,
whose name is signed to the writing above, bearing date the 22nd day of August, 2003, has this day acknowledged same to be his true act and deed.

Given under my hand this the 22nd day of August, 2003

My commission expires: April 26, 2010

Rhonda F. McGlothlin
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
RHONDA F. McGLOTHLIN
WV DEP
1356 HANSFORD ST.
CHARLESTON, WV 25301-1401
My Commission Expires April 26, 2010

RETURN RECORDED DOCUMENT TO THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION .

STATE OF WEST VIRGINIA
COUNTY OF GREENBRIER

The foregoing instrument was acknowledged before me this 22 day of August, 2003, by Ted J. Kleisner, President of CSX Hotels, Inc., a West Virginia corporation, on behalf of the corporation.

My commission expires: 3-14-10

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
LINDA KOEKENBERG
25 RIP VAN WINKLE ROAD
WHITE SULPHUR SPRINGS, WV 24986
MY COMMISSION EXPIRES MARCH 14, 2010

Linda Koekenberg
Notary Public

STATE OF WEST VIRGINIA
COUNTY OF GREENBRIER

The foregoing instrument was acknowledged before me this 22 day of August, 2003, by Peter McKinney, Vice-President and Ted J. Kleisner, President of The Greenbrier Sporting Club, Inc., a West Virginia nonprofit corporation, on behalf of the corporation.

My commission expires: 10-22-12

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KIMBERLY L. MOORE
THE GREENBRIER SPORTING CLUB
5 KATE'S MOUNTAIN RD.
WHITE SULPHUR SPRINGS, WV 24986
My commission expires October 22, 2012

Kimberly L. Moore
Notary Public

P:\B00\100\B00118\B00118-30\CAD\B00118-30\dwg\B00118-30AL.dwg Jan 08, 2003 12:57pm

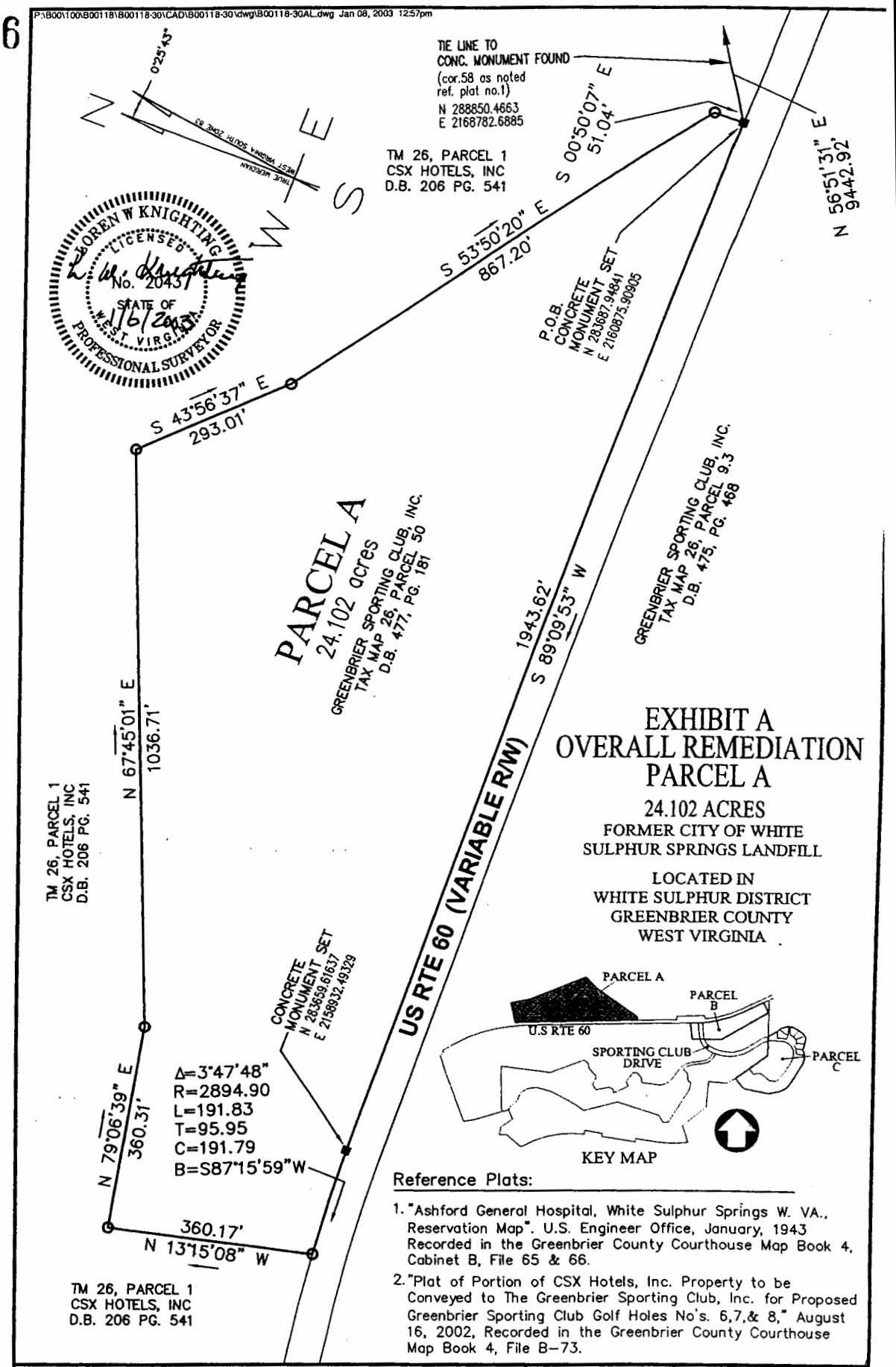

EXHIBIT A
OVERALL REMEDIATION
PARCEL A

24.102 ACRES
FORMER CITY OF WHITE SULPHUR SPRINGS LANDFILL

LOCATED IN
WHITE SULPHUR DISTRICT
GREENBRIER COUNTY
WEST VIRGINIA

Reference Plats:

1. "Ashford General Hospital, White Sulphur Springs W. VA., Reservation Map". U.S. Engineer Office, January, 1943 Recorded in the Greenbrier County Courthouse Map Book 4, Cabinet B, File 65 & 66.
2. "Plat of Portion of CSX Hotels, Inc. Property to be Conveyed to The Greenbrier Sporting Club, Inc. for Proposed Greenbrier Sporting Club Golf Holes No's. 6,7,& 8," August 16, 2002, Recorded in the Greenbrier County Courthouse Map Book 4, File B-73.

Draper Aden Associates
Engineering • Surveying • Environmental Services
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Richmond, VA
Charlottesville, VA
Raleigh-Durham, NC

DRAWN BY: DLD
CHECKED BY: LWK
SCALE: 1" = 200'
DATE: 01-06-03

L-B00118-30D-CE