

EXECUTION VERSION

WHEN RECORDED RETURN TO:

School & Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attn: John Andrews

12726630
03/02/2018 11:53 AM \$0.00
Book - 10652 Pg - 1262-1273
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SCHOOL & INSTITUTIONAL TRUST
LANDS ADMINISTRATION
675 E 500 S
SLC UT 84102
BY: DKA, DEPUTY - WI 12 P.

Tax Id Nos. See Exhibits A and B

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “**Declaration**”) is made as of the 28th day of February, 2018 (the “**Effective Date**”), by STATE OF UTAH, SCHOOL & INSTITUTIONAL TRUST LANDS ADMINISTRATION, an independent state agency (“**SITLA**”) and KENNECOTT UTAH COPPER LLC, a Utah limited liability company (“**Kennecott**”).

RECITALS:

- A. SITLA is the owner of certain real property, as more fully described and/or set forth on Exhibit A attached hereto (the “**SITLA Property**”).
- B. Kennecott is the owner of certain real property, as more fully described and/or set forth on Exhibit B attached hereto (the “**Kennecott Property**”, and collectively with the SITLA Property, the “**Property**”).
- C. SITLA and Kennecott desire to restrict certain development and/or use of the Property subject to the terms and conditions of this Declaration as more fully set forth herein.

DECLARATION:

- 1. Run with the Land. SITLA and Kennecott hereby subject the Property to the terms, covenants, conditions, restrictions, limitations, prohibitions, and encumbrances set forth herein (the “**CC&Rs**”). Hereafter, all portions of the Property shall be held, owned, sold, conveyed, transferred, occupied, leased, rented, encumbered and used subject to this Declaration and the CC&Rs described herein, all of which shall constitute covenants that run with, touch and concern, and are binding upon the land. The CC&Rs encumbering the SITLA Property shall benefit the Kennecott Property and its owners (and the successors and assigns of such owners), and the CC&Rs encumbering the Kennecott Property shall benefit the SITLA Property and its owners (and the successors and assigns of such owners).
- 2. Prohibition on Residential Development. From and after the Effective Date, no portion of the Property shall be used or developed for residential purposes, or for the legal or de facto subdivision of the Property into parties or parcels, the placement or construction of any residential buildings, structures, or similar improvements. Except as otherwise provided in this Declaration, nothing in this Declaration is intended to restrict the development the Property for

EXECUTION VERSION

industrial, manufacturing and/or commercial uses or purposes and each party may do so without the consent or approval of the other party.

3. No Build Area. No portion of the No Build Area (defined below) shall be developed with any buildings or uses without the prior written consent of Kennecott which consent Kennecott may withhold in its sole discretion. The limitations of this Section 3 do not extend to environmental investigation and remediation activities, wetlands mitigation or construction of above or below ground roads and utilities. For purposes of this Declaration, the term “**No Build Area**” shall mean the portion of the SITLA Property generally depicted on Exhibit C attached hereto. This Section 3 will expire and be of no further force and effect fifteen (15) years after the Effective Date.

4. Restricted Build Area. No portion of the Restricted Build Area (defined below) shall be developed for commercial, office, retail or lodging buildings and uses without the prior written consent of Kennecott which consent Kennecott may withhold in its sole discretion. For purposes of this Declaration, the term “**Restricted Build Area**” shall mean the portion of the SITLA Property generally depicted on Exhibit D attached hereto. This Section 4 will expire and be of no further force and effect fifteen (15) years after the Effective Date.

5. Compliance. Each party shall comply with the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action for damages or injunctive relief or both, maintainable by an aggrieved party. In the event any party fails to perform or abide by any provision of this Declaration, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and the other party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot be remedied within said thirty (30) day period and such party is diligently proceeding to remedy the particulars of such failure and remedies the same within a period not to exceed sixty (60) days. In addition to the remedies set forth in this Declaration, each party entitled to enforce this Declaration shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. No remedy herein conferred upon or reserved to any party shall exclude any other remedy expressly provided for herein or otherwise available to any party under any applicable law or in equity, but each remedy shall be cumulative.

6. No Waiver. Any party's failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision. The provisions of this Declaration may only be waived by a writing signed by the party intended to be benefited by the provisions to be waived, specifically acknowledging an intent to waive such provisions. A waiver by a party of any breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or of other provisions.

7. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration be strictly limited to and for the purposes expressed herein.

EXECUTION VERSION

8. **No Partnership.** The parties shall not, by virtue of this Declaration, in any way or for any purpose be deemed to be or become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

9. **Force Majeure.** Each party shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such party's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, inability to obtain any material or services or acts of God.

10. **Further Action.** Each party shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Declaration.

11. **Amendment.** This Declaration may not be amended without the express written consent of both SITLA and Kennecott.

12. **Interpretation.** The captions which precede the articles and/or sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder thereof. This Declaration shall be liberally construed to give effect to all of its purposes.

13. **Exhibits.** All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration by this reference.

14. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah determined without regard to conflict-of-law principles.

15. **Authorization.** Each individual executing this Declaration represents and warrants that they have been duly authorized to execute and deliver this Declaration in the capacity and for the entity designated in their respective signature blocks.

16. **Effective Date.** This Declaration and any amendment hereto shall take effect upon its recordation in the office of the County Recorder of Salt Lake County, Utah.

[SIGNATURES TO FOLLOW]

EXECUTION VERSION

This Declaration is signed and executed as of the Effective Date.

SITLA:

STATE OF UTAH, SCHOOL & INSTITUTIONAL TRUST LANDS ADMINISTRATION, an independent state agency

By: _____
Print Name: _____
Title: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

KENNECOTT:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

By: [Signature]
Print Name: Jon Brennan
Title: GM Finance

APPROVED AS TO FORM
RIO TINTO/KUC LEGAL
By: [Signature]
Jeff Armington
Corporate Counsel
Date: 2-28-18

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, the _____ of STATE OF UTAH, SCHOOL & INSTITUTIONAL TRUST LANDS ADMINISTRATION, an independent state agency.

NOTARY PUBLIC

My Commission Expires:

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)


The foregoing instrument was acknowledged before me this 28 day of February, 2018, by Jon Brennan, the General Manager Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.


[Signature]

NOTARY PUBLIC

My Commission Expires:

07-10-2018

 **LUANN VANZOMEREN**
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 678403
COMM. EXP. 07-10-2018

 **LUANN VANZOMEREN**
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 678403
COMM. EXP. 07-10-2018

4844-0625-5197v6

**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE COVENANTS**

[Legal description of the Landfill Property]

A parcel of land located in Sections 33, 34 and 35 of Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South right-of-way line of 700 North Street, which is 99.00 feet S00°01'43"W from the North Quarter Corner of said Section 34 (Basis of Bearings is North 89°55'07" East 2642.96 feet measured between the North Quarter corner and the Northeast corner of said Section 34), and running thence along said right-of-way line the following two (2) courses: 1) North 89°55'07" East 2642.89 feet; 2) North 89°58'58" East 1609.28 feet to the Northwest corner of Bonneville Center Plat B Subdivision as recorded in the Salt Lake County Recorder's Office; thence along the west line of said subdivision South 00°02'41" East 1437.44 feet to a point on a 530.00 foot radius non-tangent curve to the left, said point also being a point on the Northerly boundary line of the Bonneville Center Plat B2 Subdivision as recorded in the Salt Lake County Recorder's Office; thence southwesterly 507.86 feet along the arc of said curve and said boundary line through a central angle of 54°54'10" (chord bears South 27°21'30" West 488.66 feet) to and along the westerly boundary line of Bonneville Center Plat B1; thence South 00°05'35" East 1760.25 feet along said line; thence North 79°05'24" West 27.57 feet; thence North 61°51'57" West 26.02 feet; thence South 00°05'35" East 618.15 feet to a point on the North right-of-way line of Interstate 80 – Project No. I-80-3 (12) 105; thence along said right-of-way line the following nineteen (19) courses: 1) South 89°58'06" West 938.98 feet; 2) South 86°03'41" West 372.56 feet; 3) South 72°13'59" West 216.58 feet; 4) South 89°58'06" West 3565.09 feet; 5) North 68°56'13" West 404.29 feet; 6) North 58°55'54" West 220.61 feet; 7) North 52°49'57" West 318.53 feet to a point on a 1,210.92 foot radius non-tangent curve to the left, 8) thence northwesterly 269.63 feet along the arc of said curve through a central angle of 12°45'28" (chord bears North 61°54'38" West 269.07 feet); 9) North 70°35'54" West 212.18 feet; 10) North 78°00'33" West 189.73 feet; 11) North 04°18'26" West 350.57 feet; 12) South 88°57'48" West 150.00 feet; 13) South 01°25'03" West 350.31 feet; 14) South 71°07'08" West 57.06 feet; 15) South 72°35'45" West 160.08 feet; 16) South 68°39'10" West 158.15 feet; 17) South 61°05'22" West 236.24 feet; 18) South 55°28'06" West 318.18 feet to a point of curvature with a 1,849.86 foot radius curve to the right, 19) thence southwesterly 463.32 feet along the arc of said curve through a central angle of 14°21'02" (chord bears South 62°38'37" West 462.11 feet) to a point on the Sixteenth Section line; thence along said Sixteenth line North 00°00'11" East 1,723.95 feet to the Sixteenth corner (CE 1/16); thence North 00°00'17" West 2,541.25 feet along said Sixteenth line to a point on the South right-of-way line of said 700 North Street; thence along said right-of-way line the following two (2) calls: 1) South 89°59'02" East 1,317.05 feet; 2) North 89°55'31" East 2,644.04 feet to the POINT OF BEGINNING. Contains 769.85 acres, more or less.

**EXHIBIT B
TO
DECLARATION OF RESTRICTIVE COVENANTS**

[Legal description of Kennecott Property]

The real property referenced in the foregoing instrument is located in Salt Lake County, State of Utah, and is more particularly described as:

PARCEL 1:

A PART OF SECTIONS 26, & 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 89°55'41" WEST 1664.15 FEET; THENCE NORTH 0°02'34" EAST 1320.45 FEET; THENCE NORTH 89°55'14" EAST 325.88 FEET; THENCE NORTH 89°54'55" EAST 16.821 FEET; THENCE NORTH 0°02'26" EAST 1320.254 FEET; THENCE NORTH 0°02'05" EAST 2641.56 FEET; THENCE NORTH 89°52'31" EAST 1324.19 FEET; THENCE SOUTH 89°56'35" EAST 2639.65 FEET; THENCE SOUTH 89°56'40" EAST 1909.06 FEET; THENCE SOUTH 0°04'59" WEST 2093.61 FEET MORE OR LESS TO THE SOUTHERLY LINE OF AN ABANDONED RAILROAD GRADE; THENCE NORTH 82°38'17" WEST 1107.50 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 27°01'23" WEST 151.86 FEET; THENCE SOUTH 0°04'59" WEST 664.72 FEET; THENCE SOUTH 5°08'10" WEST 161.35 FEET; THENCE SOUTH 0°04'59" WEST 1153.32 FEET; THENCE SOUTH 27°08'42" WEST 677.39 FEET; THENCE SOUTH 89°58'51" WEST 1088.96 FEET; THENCE SOUTH 0°01'09" EAST 269.61 FEET; THENCE SOUTH 89°58'51" WEST 303.02 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN; THENCE SOUTH 0°10'25" EAST 339.93 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°58'51" WEST 1667.56 FEET TO THE POINT OF BEGINNING. CONTAINS 610.05 ACRES MORE OR LESS

PARCEL 1A:

THE NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO PARCEL NO. 1 (KNOWN AS DUCK CLUB ROAD) AS DESCRIBED BY AND DEFINED IN THAT CERTAIN GRANT OF RIGHT-OF-WAY RECORDED NOVEMBER 30, 1959 AS ENTRY NO. 1688432 IN BOOK 1669 AT PAGE 214 OF THE OFFICIAL RECORDS.

PARCEL 2:

COMMENCING AT A POINT 100.75 RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 19.75 RODS; THENCE NORTH 80 RODS; THENCE EAST 19.75 RODS; THENCE SOUTH 80 RODS TO THE POINT OF BEGINNING.

EXECUTION VERSION

PARCEL 3:

INTENTIONALLY DELETED

PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°53'00" EAST, 3691.80 FEET; THENCE NORTH 0° 08' 06" WEST, 60.34 FEET; THENCE SOUTH 89°51'54" WEST, 245.26 FEET; THENCE NORTH 17° 15' 39" WEST, 131.27 FEET; THENCE NORTH 2°54'36" WEST, 130.60 FEET; THENCE NORTH 29° 08' 08" WEST, 162.13 FEET; THENCE NORTH 3°16'26" EAST, 175.49 FEET; THENCE NORTH 29°54'36" EAST, 111.55 FEET; THENCE NORTH 26°14'55" WEST, 96.80 FEET; THENCE NORTH 11°44'16" WEST, 150.00 FEET; THENCE NORTH 10°45'29" EAST, 253.97 FEET; THENCE SOUTH 78°32'13" WEST, 219.90 FEET; THENCE SOUTH 65°54'04" WEST, 67.66 FEET; THENCE SOUTH 35°20'26" WEST, 83.32 FEET; THENCE SOUTH 38°04'35" WEST, 117.19 FEET; THENCE SOUTH 58°52'23" WEST, 150.39 FEET; THENCE NORTH 85°13'53" WEST, 147.60 FEET; THENCE NORTH 62°15'28" WEST, 136.47 FEET; THENCE NORTH 53°26'09" WEST, 101.76 FEET; THENCE NORTH 51° 41' 57" WEST, 98.07 FEET; THENCE NORTH 50°23'39" WEST, 333.84 FEET; THENCE SOUTH 71°44'27" WEST, 938.46 FEET; THENCE NORTH 79°49'41" WEST, 1503.51 FEET; THENCE NORTH 4°42'24" WEST, 324.82 FEET; THENCE NORTH 10°02'36" WEST, 1040.70 FEET; THENCE NORTH 89°56'47" WEST, 885.19 FEET; THENCE SOUTH 0°02'13" WEST, 2640.66 FEET; THENCE SOUTH 89°58'19" EAST, 1314.79 FEET TO THE POINT OF BEGINNING.

PARCEL 4A:

A FIFTY (50) FOOT RIGHT OF WAY OVER THE DUCK CLUB ROAD. THE CENTERLINE OF SAID ROAD IS DESCRIBED AS FOLLOWS:

TWENTY FIVE (25) FEET EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

ALONG THE CENTER OF AN EXISTING ROAD BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, WHICH POINT IS APPROXIMATELY 1336.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 2640 FEET ALONG EXISTING ROADWAY; THENCE WEST 350 FEET, MORE OR LESS, ALONG AN EXISTING ROADWAY; THENCE NORTHERLY ALONG SAID EXISTING ROAD APPROXIMATELY 1300 FEET; THENCE FOLLOWING THE EXISTING ROAD APPROXIMATELY 3500 FEET APPROXIMATELY NORTH 15° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 500 FEET APPROXIMATELY NORTH 57° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 1500 FEET APPROXIMATELY NORTH 22° EAST TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14.

EXECUTION VERSION

PARCEL 4B:

A FIFTY (50) FOOT RIGHT OF WAY ALONG THE SOUTH LINE OF SECTIONS 25 AND 26 AND EAST 81 RODS OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 5:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN, SAID POINT BEING 971.75 FEET SOUTH 89°58'51" WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 0°10'25" EAST 99.00 FEET ALONG SAID EASTERLY LINE TO THE NORTH BOUNDARY LINE OF BONNEVILLE CENTER SUBDIVISION PLAT B, LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH; THENCE SOUTH 89°58'51" WEST 1667.99 FEET ALONG SAID NORTH BOUNDARY LINE AND SAID NORTH BOUNDARY LINE EXTENDED TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'35" EAST 99.00 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°58'51" EAST 1667.56 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 6:

A PART OF SECTIONS 16, 21, 22, 27 AND ALL OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS FILED IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS NUMBERS S00-08-0464 THROUGH S00-08-0477, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SALT LAKE COUNTY SURVEY (SLCO) MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89° 57' 51" EAST 2640.69 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00° 12' 16" WEST 2646.29 FEET ALONG THE QUARTER SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 89° 57' 38" EAST 2627.78 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'38" WEST 2650.36 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89° 52' 26" EAST 2648.11 FEET ALONG THE SECTION LINE TO A MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 57" WEST 2640.27 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°53'28" WEST 2647.71

EXECUTION VERSION

FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°56'04" WEST 1314.02 FEET ALONG THE QUARTER SECTION LINE OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 27" WEST 2640.57 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 21; THENCE SOUTH 89° 58' 18" EAST 1314.55 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 01' 08" EAST 2640.00 FEET ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89° 54' 40" EAST 2645.68 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 54' 46" EAST 1322.72 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 02' 29" WEST 1320.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 54' 55" WEST 670.35 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 00' 52" WEST 1320.37 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 55' 07" WEST 651.75 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89° 55' 31" WEST 2644.15 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89° 59' 02" WEST 2634.00 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89°59'24" WEST 2637.77 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 52" EAST 2642.39 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 39" EAST 2640.06 FEET ALONG THE SECTION LINE TO A STONE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 03' 53" EAST 2643.03 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00°03'58" EAST 2643.62 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00° 03' 31" EAST 2643.82 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 00° 04' 18" EAST 2642.81 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

EXHIBIT C
TO
DECLARATION OF RESTRICTIVE COVENANTS

[Legal Description of No Build Area]

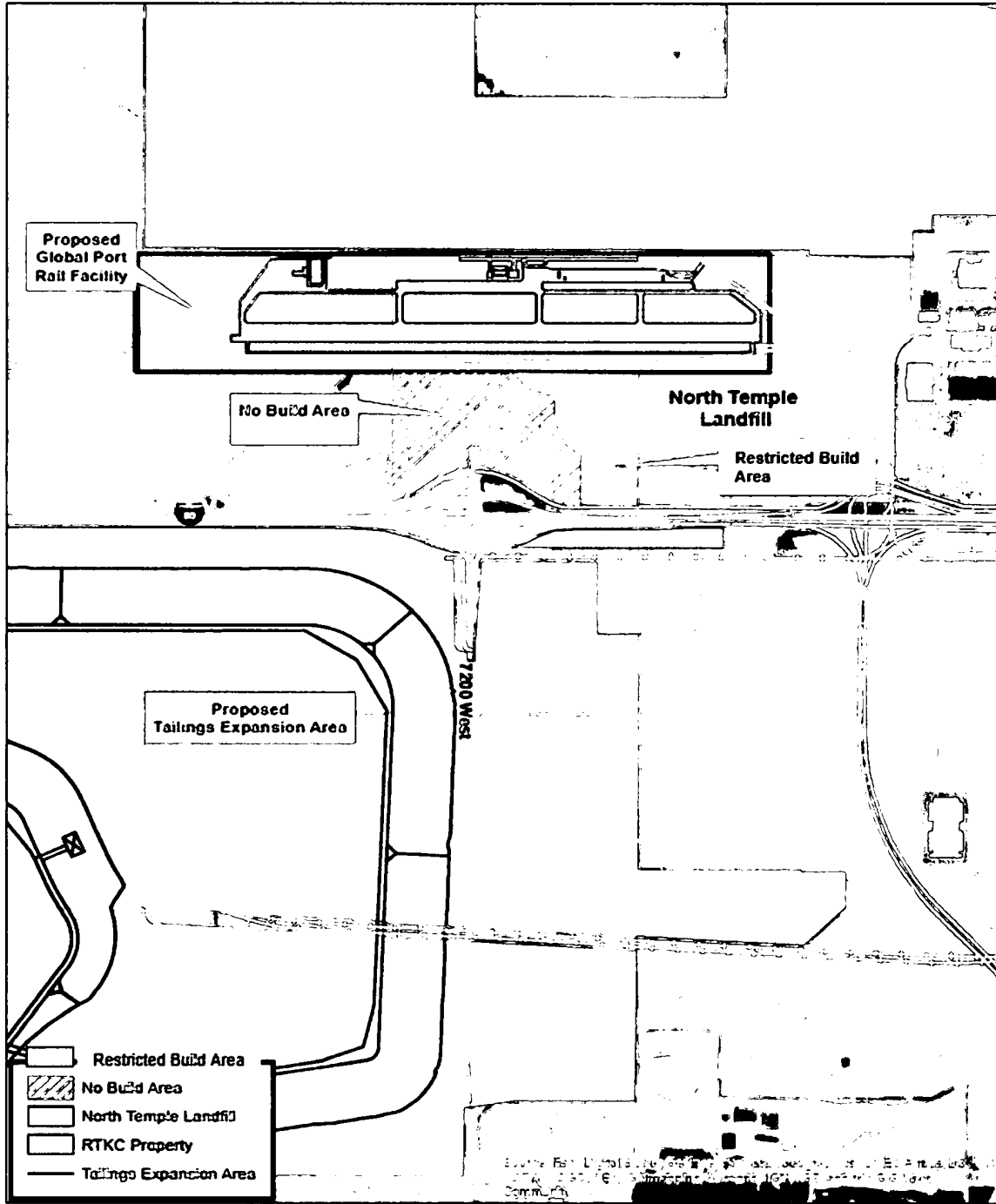


EXHIBIT D
TO
DECLARATION OF RESTRICTIVE COVENANTS

[General Depiction of Restricted Build Area]

