

EXHIBIT "C"

CONVENANT REGARDING RESTRICTION OF PROPERTY TO AGRICULTURAL USES

- A. The Seller covenants for itself, its heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not used in violation of, the following restrictions as said restrictions may be limited or affected by the provisions of Paragraph B below:
- (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt driveway, road, parking lot, mobile home, utility pole, tower, conduit or line or other temporary or permanent structure or improvement requiring construction shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
 - (2) No loam, peat, gravel, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, or removed from the Premises unless approved by the Buyer under Section C hereof.
 - (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever not normally used in accepted agricultural practices shall be placed, stored, dumped or permitted to remain on the Premises.
 - (4) No use shall be made of the Premises, and no activity thereon shall be permitted which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of agricultural lands. No activity, including, but not limited to, drainage or flood control activities shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices.
 - (5) No structure or land upon which it is situated shall be sold separately or otherwise severed from the Premises.
 - (6) No use or development of the Premises other than for agricultural purposes shall be permitted, except that in accordance with the procedures set forth under Section C hereof.
 - (7) No subdivision or division of the Premises or any portion thereof into two or more lots shall be permitted.
- B. Except for any provisions of this instrument to the contrary the Seller hereby reserves to and for itself and its heirs, devisees, legal representatives, successors and assigns all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Premises:
- (1) The maintenance and use of existing trails and farm and wood roads on the Premises, substantially in their present condition or reasonably necessary for the uses thereof or hereinafter permitted.

- (2) The construction or placing of building or structures for agricultural purposes, including building for related retail sales, all subject to the prior written approval of the Buyer as provided in Paragraph C hereof.
- (3) The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services over the Premises for the purpose of providing utility service to the Premises.

C. The parties hereby covenant and agree that for all other approval required from the Buyer relative to this Covenant, the following procedure shall be followed:

- (1) The Seller shall notify the Buyer, in writing of any intended use or intent to engage in any activity (including construction) when such use or activity requires approval hereunder, and shall submit to the Buyer plans and such other information the Buyer requires to reasonably determine that the use, activity, structure or building is consistent with the purpose of this Covenant. Prior to making an application for approval under this section, the Seller shall have obtained all other required permits.
- (2) The Buyer shall approve, with or without conditions, only upon finding that a) the proposed use, activity, structure, or building is authorized by Chapter 42-82 and b) that said use, activity, structure or building shall not defeat or derogate from the intent of this Covenant to provide for the perpetual protection and preservation of agricultural lands. If the Buyer shall approve, or approve with conditions said request, it shall issue a certificate of approval suitable for recording. If the Buyer is unable to make findings necessary for approval it shall state in writing its reason therefore to the Seller.
- (3) The Buyer reserves the right to inspect any approved use, activity, structure or building for conformity with its Certificate of Approval. In the case of a building or structure, upon its satisfactory completion in accordance with said approval, the Buyer shall issue to the Seller a Certificate of Completion in recordable form.