AGREEMENT GOVERNING TERMS
AND CONDITIONS OF LIFE ESTATE

I. BACKGROUND

[REDACTED], a single person ("Life Tenant") and the [REDACTED] Trust, a Washington Nonprofit Corporation ("[REDACTED]") enter into this Agreement Governing Terms and Conditions of Life Estate ("Agreement") on this ___ day of _____, 2010 and agree as follows:

1. The [REDACTED] is the owner of the property identified as Tax Parcel Number 321354800010, located at [REDACTED] County, Washington REDACTED] and legally described on Exhibit A and shown on the map attached as Exhibit B ("the Property").

2. The Property is subject to a Life Estate in favor of the Life Tenant which was reserved in the Bargain and Sale Deed when the Property was conveyed to CLT. The parties wish to come to an agreement with Life Tenant regarding the terms and conditions governing the Life Estate under the terms described in this Agreement.

II. AGREEMENT

In consideration of the mutual promises contained in this Agreement and other valuable consideration, the Parties agree as follows.

1. **Duration of Life Estate**. As provided in the Bargain and Sale Deed, the measuring life for the Life Estate shall be that of the life of Life Tenant. In plain terms, when [REDACTED] passes away, the Life Estate shall immediately terminate and the Property shall revert back to CLT. Notwithstanding this term, the Life Tenant or her legal representative, reserves the right to terminate and release the Life Estate at any time prior to her death.

2. **Responsibility of Life Tenant**. During the term of the Life Estate, Life Tenant shall be responsible for payment of all utilities provided to the Property, including but not limited to costs associated with any water well or septic system servicing the Property. In addition, Life Tenant shall pay all real estate taxes associated with the Property, along with any personal property tax or any other tax, fee, lien or other encumbrance levied on or regarding the Property created by the Life Tenant or caused by the Life Tenant's use and occupation of the Property.

3. **Rents:** Life Tenant will be entitled to all rents and profits from the Property during the term of the Life Estate.

4. **Access:** In order to assure continued access to the Property from State Route 3 in the event of a failure of the existing [REDACTED] access, the Life Tenant is hereby granted an access easement for vehicular and pedestrian access ("Easement") to and from the Property by crossing the property legally described on Exhibit A ("Burdened Property"). The location of the Easement shall extend from an existing gate in the fence located near the border between the Property and the Burdened Property to another gate located in a fence near the boundary between the Burdened Property and State Route 3 and roughly in the location shown on the map attached as Exhibit C. The Easement shall terminate immediately upon the termination of this Life Estate.

5. **Maintenance**. During the term of the Life Estate, Life Tenant shall be responsible for payment of all ordinary maintenance and repairs to the Property, including maintenance of the house, the existing access road and driveway, water well and well house, septic system and drain field, and utilities servicing the house. The Life Tenant shall have the right but not the obligation to make interior and exterior repairs to any barns or out buildings. Maintenance of the bridge that crosses [REDACTED] on the Property's primary access road shall be the responsibility of the [REDACTED], provided the Life Tenant agrees that in the event the bridge becomes unusable due to a flood or other unforeseen event, the bridge may not be repaired immediately due to [REDACTED] funding constraints. In the event the bridge needs to be replaced, [REDACTED] will seek funding in an expedient manner, and will pursue all avenues of funding through project partners, governmental entities, and private sources. Life Tenant will not have any other maintenance obligations during the term of this Agreement.

6. **Insurance.** During the terms of the Life Estate, Life Tenant shall keep the improvements on the Property insured for its fair market value and shall pay all premiums on such insurance.

7. **Assignment, Encumbrance or Transfer**. This Life Tenancy cannot be transferred, rented, leased, sold, encumbered or assigned to any other person or entity without the express written approval of [REDACTED]. [REDACTED] reserves the right in its sole discretion to grant or deny such approval. Notwithstanding this restriction, the Life Tenant shall be fully permitted to allow use of the Property during her tenancy by family members, friends, guests, and invitees.

8. **Restrictions on Use of Property During Term of Life Estate**. Life Tenant shall not commit any waste to the Property. Additionally, Life Tenant shall not:

    a. Enter into any lease, contract, agreement or other obligation that would run with the land and bind the [REDACTED] at the expiration of the Life Estate except with the express written consent of the [REDACTED]. All Leases shall indicate that the Lease will terminate and convert to a month-to-month Lease upon the expiration of the Life Estate.

    b. Undertake any of the following activities:

i. ***Construction*****.** The placement or construction of any buildings, permanent structures or other improvements of any kind (including, without limitation, docks, piers, floats, roads, trails, fences, bulkheads, pipelines, utility systems, towers, poles, wells, septic systems, drain fields, fences, roads, and parking areas, enclosures, non-impervious boat ramps and launching sites, bulkheads or other shoreline armoring, or other improvements of any kind), temporary or permanent (hereinafter collectively referred to as "Improvements"), are prohibited except to the extent necessary to allow continued occupation of the Life Tenant's existing house. Life Tenant may replace, modify relocate or rebuild existing residential structures and outbuildings upon the written permission of CLT.

ii. ***Removal of Trees and Other Vegetation***. The cutting down, or other destruction or removal of live and dead trees, shrubs, ground cover, or other non-invasive vegetation, or the harvesting, digging, cutting or removal of forest products, gems and artifacts from the Property is prohibited. Provided, the Life Tenant shall have the right to mow the grass and prune and cut existing shrubs, bushes and trees, including blackberries and Scotch Broom, around the house and out buildings, and along any existing access roads.

iii. ***Agricultural***. Maintaining any agricultural facility or activity including crop production, greenhouse operation, irrigation, waste disposal and raising of livestock is prohibited except that Life Tenant may maintain a garden for personal use.

iv. ***Introduced Vegetation***. The introduction of invasive species on the Property is prohibited.

v. ***Herbicides or Pesticides*****.** The use of any herbicides, pesticides or fertilizer or other chemical substances except as authorized by [REDACTED] is prohibited.

vi. ***Aquaculture***. The public or private use of the Property for the operation of non-commercial or commercial fish and aquatic animal production facilities is prohibited.

vii. ***Domestic Animals***. The operation of any commercial facility that breeds, boards or otherwise keeps animals on the Property for any reason other than private ownership and enjoyment is prohibited. Domestic animals shall not be allowed to adversely impact the native plants and animals of the Property. For the purposes of this document, the sale of an individual animal is allowed and does not constitute a commercial operation.

viii. ***Wildlife Disruption, Fishing and Hunting***. The disruption of wildlife spawning, resting, feeding, breeding, and nesting activities, fishing, hunting or trapping except to the extent determined necessary by [REDACTED] to preserve or protect the conservation values of the Property, is prohibited. Feral domestic mammals and individuals from the family Muridae of the order Rodentia (old world rats and mice) may be killed without approval of [REDACTED] if done so in a manner so as not to adversely impact the native plants and animals.

ix. ***Water Rights***. The transfer of any water right appurtenant to the Property to any other property outside the Property and the use of such water rights for the purpose of calculating the permissible lot yield of any other property is prohibited.

x. ***Wells***. Drilling for or operating new water wells or the operation of surface water collection systems is prohibited. Except [REDACTED] may drill and maintain additional wells to provide water for current residential uses of the Property. [REDACTED] shall notify Life Tenant before drilling additional wells or developing springs.

xi. ***Wetlands***. The draining, filling, dredging or diking of any wetland areas is prohibited.

xii. ***Ponds and Water Courses***. The alteration of any ponds and water courses, the creation of new water impoundments or water courses, or the disturbance of any soil within fifty (50) feet of the thread of any water course is prohibited.

xiii. ***Soil and Water***. Any use or activity that causes or is likely to cause soil degradation, soil erosion, or pollution of any surface or sub-surface waters is prohibited.

xiv. ***Alteration of Land***. The alteration of the surface of the land, including without limitation, the excavation, grading, fill or removal of soil, sand, gravel, rock, peat, or sod is prohibited.

xv. ***Mining***. The exploration for, or development and extraction of, oils, gases, coal, ores, minerals including sand and gravel, or geothermal resources, on or below the surface of the Property, is prohibited.

xvi. ***Archaeological Excavation***. The exploration for fossils, or for archaeological, historical, or cultural objects, on or below the surface of the Property is prohibited.

xvii. ***Waste Disposal***. The dumping, disposal or storage of any waste, rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material as defined in any applicable federal, state or local laws, regulations or ordinances is prohibited, except to compost and store vegetative and other wastes generated by permitted uses and activities on the Property, provided that such other wastes are stored temporarily in appropriate containment for removal at reasonable intervals and in compliance with applicable federal, state, and local laws.

xviii. ***Use of Property***. There shall be no industrial activities on the Property.

xix. ***Signs***. The placement of any signs or billboards is prohibited except placement of signs on the Property to prohibit trespass and dumping, and to identify the conservancy of the Property provided such signs do not materially and adversely interfere with the Conservation Values of the Property.

xx. ***Communication Structures***. Communication structures of any type, such as cell phone towers, are prohibited.

xxi. ***Motor Vehicles***. The operation of motorcycles, all terrain vehicles, snowmobiles, or any other type of off-road motorized vehicles on the Property is prohibited. The restriction shall not apply to farm and garden tractors.

xxii. ***Recreational Use***. Recreational activities which adversely impact the native plants and animals of the Property are prohibited. No fishing or hunting of other mammals and birds is allowed. Recreational activities such as hiking, wildlife viewing, bird watching, cross country skiing, kayaking, are allowed on the Property, provided that such activities are conducted in a manner and intensity that do not adversely impact the native plants and animals of the Property.

xxiii. ***Solar and Wind Facilities***. [REDACTED] may not place or construct facilities for the development and utilization of solar or wind energy resources on the Property.

xxiv. ***Enforcement.*** [REDACTED] may enforce the terms of this Life Estate and the terms of the Restrictive Covenant attached as Exhibit C to this document.

9. **Obligations Upon Termination/Expiration of Life Estate.** Upon expiration or termination of the Life Estate as provided herein, the Life Tenant or her heirs, successors and assigns shall at Life Tenant's sole expense have one (1) year to remove all personal property and

other belongings of the Life Tenant from the premises to include household furnishings including light fixtures, vehicles, equipment, and other items located with the residence or any other structure located on the Property. Within this time period, Life Tenant or her heirs, successor and assigns shall at Life Tenant's sole expense terminate any lease or other occupancy rights of third parties on the Property that exist through an agreement with the Life Tenant, collectively referred to as "Tenants", and remove the Tenants and their personal property and other belongings from the Property to also include household furnishings, vehicles that are either owned by Tenants or that are located or stored on the Property at Tenant's request. Life Tenant or her heirs, successors and assigns, shall have no obligation to remove the mobile home located on the Property (VIN#_____) and may abandon the same in place provided, however, that Life Tenant, her heirs, successors or assigns, will transfer legal ownership to the CLT of said mobile home.

10. **Breach of Terms of Agreement.** If Life Tenant breaches the terms of this Agreement, then CLT shall provide the Life Tenant with written notice identifying the breach of this Agreement. Life Tenant shall have thirty (30) days to remedy or cure the breach or shall within that time take reasonable steps to institute remedial action if the same cannot be completed within thirty (30) days. If, after notice and a failure to cure as provided herein the Life Tenant remains in breach of this Agreement, the [REDACTED] shall have the right to terminate the Life Estate of Life Tenant in the Property. This notice period may be waived when necessary to prevent irreparable harm to the Property.

11. **Mediation/Arbitration.** The Parties agree that in the event of a dispute involving the construction, interpretation, performance, or breach of this Agreement, they will mediate the same by jointly selecting a [REDACTED] County or [REDACTED] County, Washington, attorney experienced in real estate matters. If the mediation is not successful, then the dispute shall be resolved by arbitration under the auspices of the Superior Court rules for mandatory arbitration, regardless of the amount in controversy. Either Party may request the Superior Court to appoint an arbitrator if the Parties cannot reach agreement between themselves. Mediation fees and costs shall be split equally between each Party involved in the mediation. A judgment on the award may be entered in any court having jurisdiction thereof. In addition to mediation and arbitration, the Parties reserve the right to seek injunctive relief through the courts. This paragraph and will not prevent the [REDACTED] from filing a lawsuit and seeking injunctive relief if needed to prevent irreparable harm to the Property.

12. **Complete Agreement.** This Agreement contains the sole and entire agreement and understanding of [REDACTED] and Life Tenant with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments, writings or memoranda and understandings related hereto are hereby merged with in this Agreement.

13. **Binding Obligations**. The rights and obligations under this Agreement shall run with the land, and be binding upon any person who acquires or subsequently owns an interest in

the Property, including but not limited to, transferees, heirs, executors, administrators, successors and assigns.

14. **Modification**. This Agreement may not be modified, amended or terminated except as provided herein or by other written agreement executed by all Parties.

15. **Severability**. In case any term of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement shall not in any way be affected thereby

16. **Choice of Law; Venue**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. The Parties agree that venue lies in [REDACTED] County, Washington.

17. **Review; Advice of Counsel**. This Agreement has been submitted to the scrutiny of all Parties whose signatures appear at the end of this Agreement, and each Party has been given ample opportunity to have this Agreement reviewed by counsel of his or her choice. The Agreement shall be given a fair and reasonable interpretation without consideration or weight being given to its having been drafted by any Party or that Party's counsel. Each Party expressly waives any right to claim the contrary.

18. **Notice.** To be effective, any notice hereunder shall be in writing, delivered in person or mailed by certified or registered mail, postage prepaid, to the appropriate Party or Parties at the addresses set forth as follows:

    If to [REDACTED]: [REDACTED]

    If to Life Tenant: [REDACTED]

or to such other addresses as the Parties may hereinafter designate. Any Notice given by mail shall be deemed to have been given when forty-eight (48) hours has elapsed from the time when such Notice was deposited in the United States Mail.

19. **Time Is of the Essence.** Time is of the essence under this Agreement.

Life Tenant:

_____ Date:_____

[REDACTED]

[REDACTED]**:**

[REDACTED]
a [REDACTED] Nonprofit Corporation

By:_____ Date:_____

_____

Its:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day before me, the undersigned, a Notary Public for the State of Washington, duly commissioned and sworn, personally appeared [REDACTED], to me known to be the PRESIDENT of [REDACTED], a [REDACTED] Nonprofit Corporation, the Corporation that executed the foregoing instrument and acknowledged the 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 she is authorized to execute the said instrument.

Given under my hand and official seal this ____ day of _____, 2010.

_____

NOTARY PUBLIC in and for
the State of [REDACTED]
Residing at _____
My commission expires_____

STATE OF [REDACTED])
) ss.
COUNTY OF [REDACTED])

I certify that I know or have satisfactory evidence that [REDACTED], is the person who appeared before me, and said person acknowledged that she signed this instrument, as her free and voluntary act for the uses and purposes mentioned herein.

Given under my hand and official seal this ___day of _____, 2010.

_____

NOTARY PUBLIC in and for
the State of Washington

Residing at _____
My commission expires_____

EXHIBIT A

Legal Description of the Life Estate Property

Resultant Parcel [REDACTED] of Boundary Line Adjustment No. [REDACTED], recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of the [REDACTED], in Sections 35 and 36, [REDACTED], in [REDACTED] County, Washington.

EXCEPTING THEREFROM that certain manufactured home located on said premises.

An exclusive easement for the exclusive use of a portion of the property adjoining said Resultant Parcel [REDACTED] on the Northwest, as described and delineated in Boundary Line Adjustment[REDACTED], recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of the Ecler Donation Land Claim No. 38, in Sections [REDACTED] and [REDACTED], [REDACTED] County, Washington.

A perpetual nonexclusive easement for ingress, egress and utilities as described and delineated in Boundary Line Adjustment No. 94-49, recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of the[REDACTED] Land Claim No. [REDACTED], in Sections [REDACTED] and [REDACTED], [REDACTED] County, Washington. (Said easement to benefit Parcel 2).

PARCEL 2:

Resultant Parcel 2 of Boundary Line Adjustment No. 94-49, recorded July 1, 1994 under Auditor's File No. 590877, being a portion of the Ecler Donation Land Claim No. 38, in Sections 35 and 36, Township 21 North, Range 3 West, W.M., in Mason County, Washington.

EXCEPTING THEREFROM that certain manufactured home located on said premises.

PARCEL 2A:

An exclusive easement for the exclusive use of a portion of the property adjoining said Resultant Parcel 2 on the Northwest, as described and delineated in Boundary Line Adjustment No. 94-49, recorded July 1, 1994 under Auditor's File No. 590877, being a portion of the Ecler Donation Land Claim No. 38, in Sections 35 and 36, Township 21 North, Range 3 West, W.M., in Mason County, Washington.

(Said easement to benefit Parcel 2)

PARCEL 2B:

A perpetual nonexclusive easement for ingress, egress and utilities as described and delineated in Boundary Line Adjustment No. 94-49, recorded July 1, 1994 under Auditor's File No. 590877, being a portion of the Ecler Donation Land Claim No. 38, in Sections 35 and 36, Township 21 North, Range 3 West, W.M., in Mason County, Washington.

(Said easement to benefit Parcel 2)

EXHIBIT B
Map of the Life Estate Property, Parcel Number 321354800010

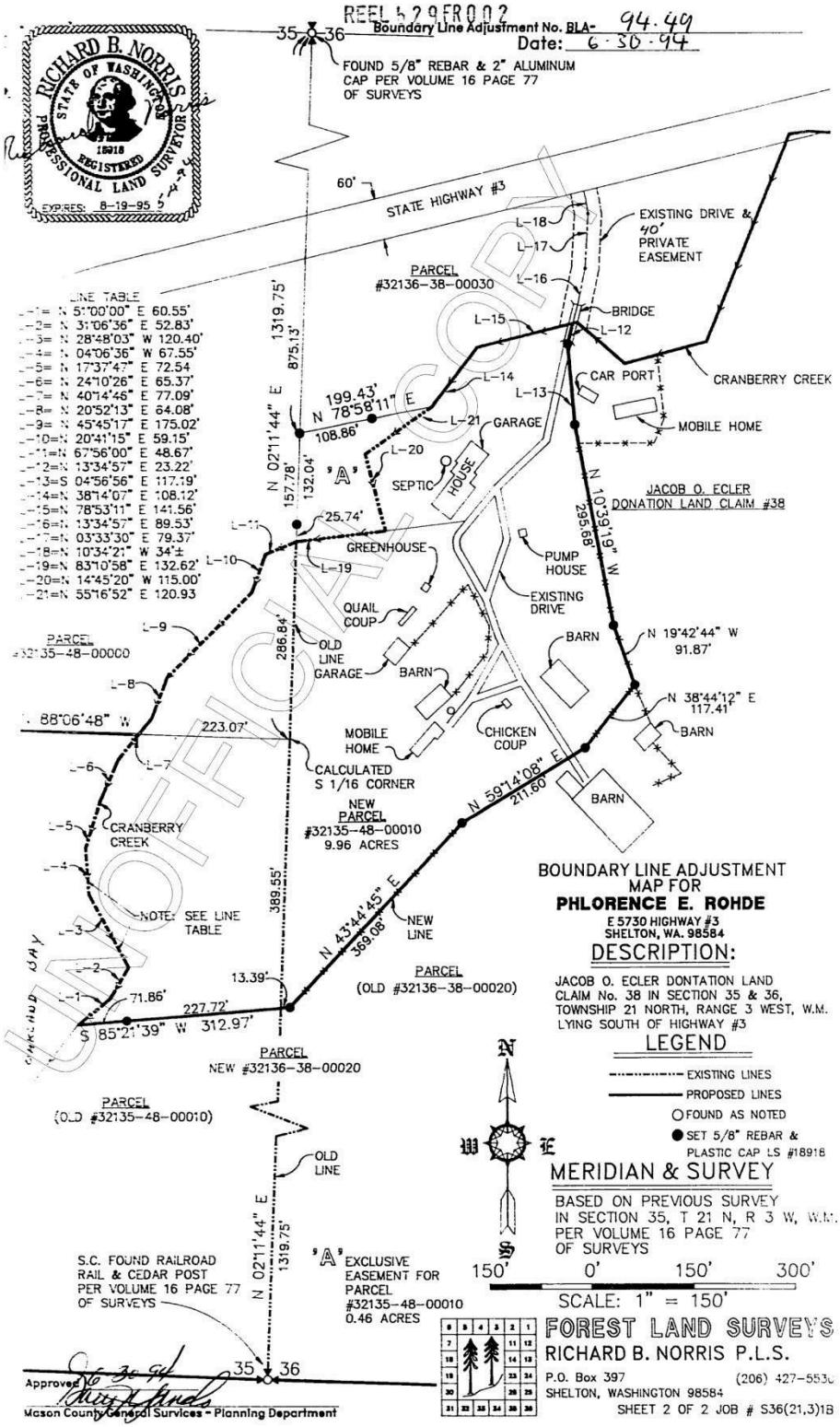


EXHIBIT C

RESTRICTIVE COVENANT

Grantor: [REDACTED]
Grantee: [REDACTED]
Abbreviated Legal: Parts of Sections [REDACTED] and [REDACTED], Township 2[REDACTED]
Parcel Numbers: [REDACTED], [REDACTED], [REDACTED], and [REDACTED] and legally described on the attached Exhibit A and shown on the attached Exhibit B and Exhibit C maps ("Property").

[REDACTED] is the owner of the Property. [REDACTED] hereby covenants and agrees that the Property shall be subject to certain use restrictions enforceable by the [REDACTED]("[REDACTED]") and the [REDACTED] by and through the [REDACTED]. The purpose of these restrictions is to ensure that the Property provides wildlife habitat and other natural values in perpetuity in keeping with the intent of the [REDACTED] grant funding received by [REDACTED] under the USFWS Grant Agreement C-63-L-1 and sub-granted to [REDACTED] under agreement C0900202.

[REDACTED] covenants and agrees to restrict uses of the Property, with the exception of the Life Estate Parcel (321354800010) mentioned below, to: 1) maintaining its long-term natural function for fish and wildlife habitat value and benefits; 2) maintenance and use of the existing structures as shown on Exhibit C; 3) passive recreational opportunities which might include but are not limited to: walking, boating, swimming, wading, kayaking, and bird watching; 4) low-impact educational opportunities which might include but are not limited to: collecting data on resident plants and animals, and water sampling; 5) restoration of wetland and upland areas; 6) re-vegetation with native species; 7) removal of human structures and debris; 8) maintaining access to the Property, which may include but is not limited to: rocking and grading the access roads, maintaining or replacing the bridge on the access road, relocating the access road and / or the bridge if the road and/or bridge are irreparably damaged; 9) identification, mapping, cataloging and study of cultural resource areas in partnership with the [REDACTED] Tribe and local educational institutions; 10) vegetation management of exotic and/or invasive species (such as reed canary grass, Scots broom, purple loosestrife, etc.) using methods consistent with the protection of the wetland, riparian, estuarine, or other habitat functions. Such methods may include limited livestock grazing and / or mechanical mowing (haying) in the existing agricultural fields as seen on Exhibit B. Grazing is allowed only in the spring and summer months for the primary purpose of exotic or invasive vegetation management. Grazed areas must be fenced to prevent adverse impacts to wetland, riparian, and estuarine habitats. Grazing shall take place no less than 200 feet from all creeks and shorelines; and 11) small groups of educational tours, fundraising events, or other property visits on a limited basis and of limited duration. All other uses are prohibited. The Property consists of 125-acres of highly functional estuarine and freshwater habitats, with approximately 3,200 feet of marine/estuarine shoreline with natural vegetation and no bulkheads, docks or other modifications, and approximately 1 mile of freshwater stream and riparian habitat. The Property is located in [REDACTED] County

at [REDACTED], and includes the lower reaches of [REDACTED]s including their estuarine zones. The Property provides critical habitat for salmon runs, numerous shorebird, waterfowl, mammals, and land bird species. [REDACTED]covenants and agrees to restrict uses of the property to preserve these wildlife values in perpetuity.

Life Estate Parcel [REDACTED] [REDACTED] covenants and agrees to restrict uses on this portion of the Property to include but are not limited to: 1) use and occupation of existing residential structures by life estate tenant, vehicle access and parking, maintenance of drinking water and septic systems, maintenance of garden and landscaped areas, and maintenance of existing human structures as shown on Exhibit C; 2) use and occupation of existing residential structures by [REDACTED] tenants once the life estate is extinguished, allowed activities include vehicle access and parking, maintenance of drinking water and septic systems, maintenance of garden and landscaped areas, and maintenance of existing human structures as shown on Exhibit C; 3) use of the residential structures for [REDACTED] programs and activities; 4) passive recreational opportunities which might include but are not limited to: walking, boating, swimming, wading, kayaking, and bird watching; 5) removal of human structures and debris; 6) vehicle parking for restoration work, educational tours, fundraising events, or other property visits on a limited basis and of limited duration; 7) hosting [REDACTED] functions, on a limited basis and of limited duration; 8) low-impact educational opportunities which might include but are not limited to: collecting data on resident plants and animals, and water sampling; 9) vegetation management of exotic and/or invasive species (such as reed canary grass, Scots broom, purple loosestrife, etc.); 10) restoration of wetland and upland areas; 11) re-vegetation with native species; and 12) identification, mapping, cataloging and study of cultural resource areas in partnership with the Squaxin Island Tribe and local educational institutions. Any activity taking place on the Life Estate Parcel will be conducted in such a way as to limit the impact on the wetland, riparian, shoreline, and other wildlife habitat functions of the property. All other uses are prohibited.

The restrictions and obligations described above are intended to run with the land and are intended to be binding on any and all persons who acquire an interest in the Property. The property is permanently dedicated to conservation and no interest in the Property will be conveyed without the consent of [REDACTED] and the [REDACTED] and replacement with property of at least equal market value and equivalent conservation values.

EXHIBIT A (of Restrictive Covenant)
Legal Description of the Property

Parcel 1:

Resultant Parcel 1 of Boundary Line Adjustment No. [REDACTED], recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of [REDACTED] County, Washington.

EXCEPTING THEREFROM that certain manufactured home located on said premises.

Parcel 1A:

A nonexclusive easement for ingress, egress and utilities as described and delineated in Boundary Line Adjustment No. 94-49, recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of [REDACTED] County, Washington.

(Said easement to benefit Parcel 1).

Parcel 2:

Resultant Parcel 2 of Boundary Line Adjustment No. [REDACTED], recorded July 1, 1994 under Auditor's File No. 590877, being a portion of [REDACTED] County, Washington.

EXCEPTING THEREFROM that certain manufactured home located on said premises.

Parcel 2A:

An exclusive easement for the exclusive use of a portion of the property adjoining said Resultant Parcel 2 on the Northwest, as described and delineated in Boundary Line Adjustment No. [REDACTED] recorded July 1, 1994 under Auditor's File No. [REDACTED], being a portion of [REDACTED]Mason County, Washington.

(Said easement to benefit Parcel 2).
Parcel [REDACTED]:

A perpetual nonexclusive easement for ingress, egress and utilities as described and delineated in Boundary Line Adjustment No. [REDACTED], recorded July 1, 1994 under Auditor's File No. 590877, being a portion of [REDACTED]Mason County, Washington.

(Said easement to benefit Parcel 2).

Parcel 3:

That part of [REDACTED] County, Washington, lying Southerly of[REDACTED] and northerly of the thread of [REDACTED].

Parcel 4:

That part of Government Lot [REDACTED] of Section [REDACTED], Township [REDACTED] [REDACTED] County, [REDACTED], lying [REDACTED] of State Route No. [REDACTED] and W[REDACTED], and that part of Government Lot 2[REDACTED] said Section [REDACTED], Township [REDACTED] North, Range [REDACTED] County, [REDACTED] lying Northerly and Westerly of the thread of [REDACTED].

EXCEPTING THEREFROM that portion described in Real Estate Contract recorded February 10, 1964 under Auditor's File No. [REDACTED].

ALSO EXCEPTING THEREFROM that portion conveyed by Warranty Deed recorded March 24, 1976 under Auditor's File No. [REDACTED].

EXHIBIT B (of Restrictive Covenant)
Map of the Property

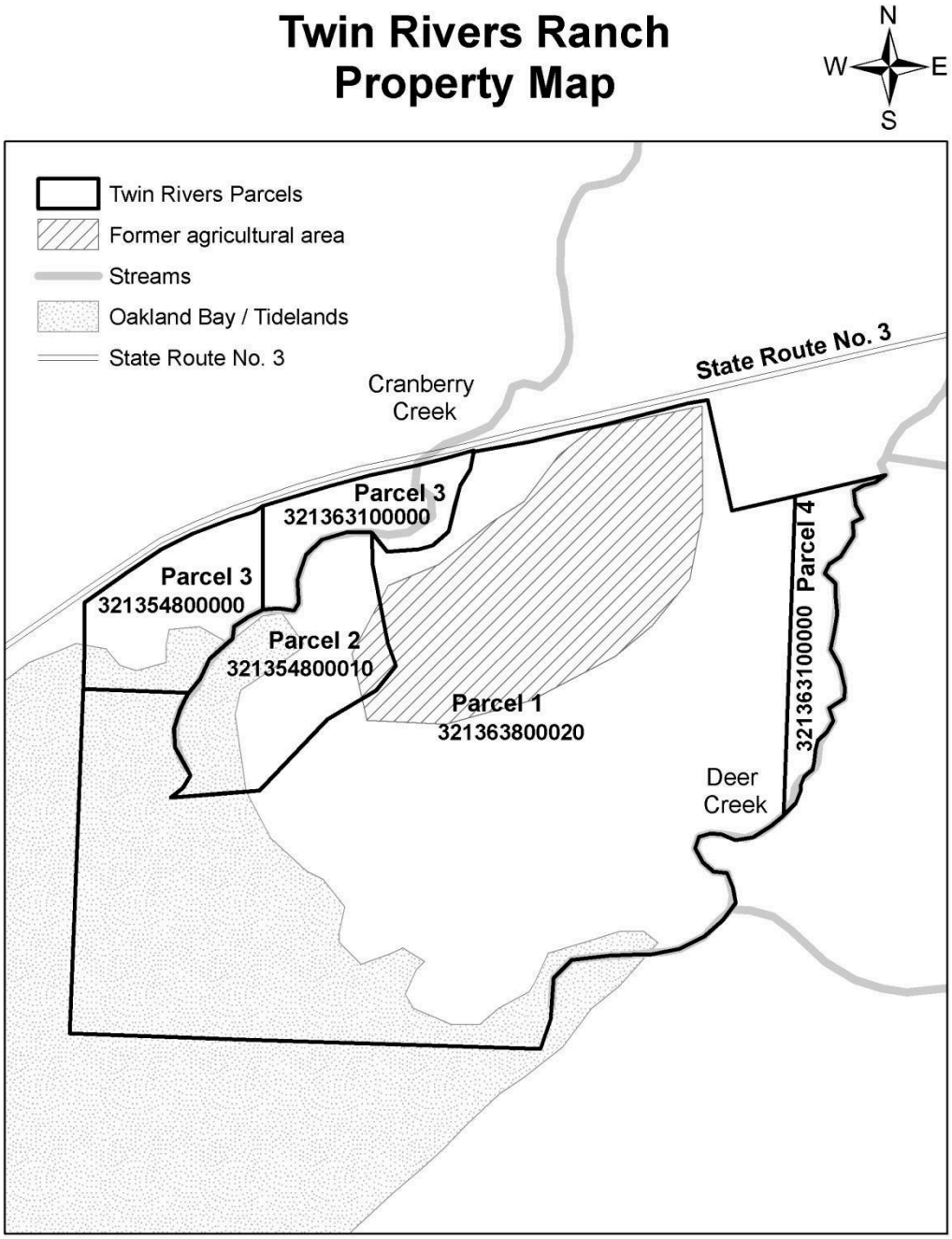


EXHIBIT C (of Restrictive Covenant)
Map of the Life Estate Parcel

