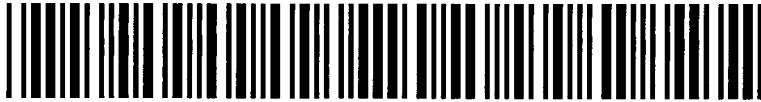


**VOL: 1999 PAGE: 53807**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*1999-53807 \* Vol-Page

Printed: 11/05/1999 15:55:32

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Nov. 5, 1999; 3:54 p.m.

RECEIPT NO: 13505

DOCUMENT TYPE: Covenants, Conditions &  
Restrictions

FEE PAID: \$30.00

NUMBER OF PAGES: 5

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

Ceniga Construction  
Shelby Ceniga  
P.O. Box 1504  
Sisters, Oregon 97759  
385-1381

99-53807-1

### RESTRICTIVE COVENANT

WHEREAS, CLR, Inc (mining company) is the owner of that certain parcel of real property described as follows (the "Dominant Estate");

That real property described on Exhibit "A" Deschutes County, Oregon, also identified on Map No. 16-12-30, Tax Lot Nos. 100, 600, 2000 and 2100.

WHEREAS, the Dominant Estate contains valuable deposits of mineral and aggregate resources and is zoned Surface Mining (SM) by Deschutes County;

WHEREAS, James C. Adkisson. ("Covenantor") is owner of that real property described as lot thirty-two (32), Deschutes River Homesites, Rimrock Addition, Deschutes County, Oregon; County Assessor's map 16-12-29C, tax lot 200; 64986 Cline Falls Road, Bend; and

WHEREAS, Covenantor wishes to site a dwelling within 250 feet of the Surface Mining zoned property owned by the Dominant Estate;

WHEREAS, The Servient Estate is zoned Surface Mining Impact Area (SMIA), which requires that new dwellings, considered to be noise-sensitive uses under the Deschutes County Zoning Ordinance, be set back at least 250 feet from property zoned SM;

WHEREAS, Section 18.56.070(D) of the Deschutes County Code allows for an exception to setbacks from noise-sensitive uses and structures pursuant to a written agreement;

WHEREAS, Covenantor desires to gain such a setback exception in a manner that avoids any future grievance or disputes over the operation and attendant uses arising out of a surface mine on the Dominant Estate;

NOW THEREFORE, in consideration of \$ -0- paid Covenantor CLR, Inc. (mining company) this date and mutual promises contained herein, the parties agree as follows:

1. CLR, Inc. (mining company) agrees to permit an exception to the 250-foot setback in Section 18.56.070(D) of the Deschutes County Zoning Ordinance, to the extent necessary to place a house in accordance with SMIA File #SMA-99-41.
2. Covenantor shall not make any claim or protest or file any legal proceedings that he or any successor in interest might otherwise have a right to file, complaining of or seeking any legal or equitable relief against the visual, noise, dust, reclamation, traffic any other similar impacts from surface mining activities lawfully conducted under and in conformance with Department of Geology and Mineral Industries (DOGAMI) standards on the Dominant Estate.
3. This Restrictive Covenant shall be recorded in the real property records of Deschutes County, Oregon, run with the land and shall be binding upon Covenantor's heirs, successors and assigns, and any person acquiring through Covenantor any right or interest in the Servient Estate.
4. This Restrictive Covenant shall be extinguished when:
  - a. All extraction and processing activity on the Dominant Estate has been completed.
  - b. All reclamation required by law has been completed.
  - c. The Dominant Estate has been re-zoned from SM to the zone appropriate to the subsequent use of the Dominant Estate.

Termination shall be evidenced by a statement in recordable form furnished by CLR, Inc. (miner) or its successors to Covenantor or its successors.

5. If any action or proceeding is commenced to enforce any provision of this Restrictive Covenant, or to protect or establish any right or remedy of either party hereunder, the prevailing party in such action or proceeding, as determined by the presiding authority, shall be entitled to recover, in addition to its reasonable costs and expenses, reasonable attorney's fees incurred before and at any hearing or trial, and on appeal or petition for review therefrom, in any amount established by the presiding authority thereof.

99-53807-3

Dated this 27 day of Oct, 1999.

CLR, Inc.

By [Signature]

STATE OF OREGON, County of Deschutes, ss:

I certify that I know or have satisfactory evidence that Jerry Curl is the person who appeared before me, and said person acknowledged that he signed this instrument and that he was authorized to execute the instrument and acknowledged it as the VP of CLR, Inc., to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



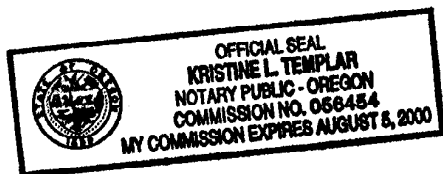
[Signature]  
Notary Public for Oregon  
My Commission Expires 4/18/2003

Dated this 15 day of October, 1999.

[Signature]  
James C. Adkisson

On this 15 day of October, 1999, the undersigned, a Notary Public in and for said county and state, personally appeared the within named James C. Adkisson who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]  
Notary Public for Oregon  
My Commission Expires 8/5/00

Chiswick  
Highland

99-53807-4

ESEE Findings and Decision  
Site No. 488

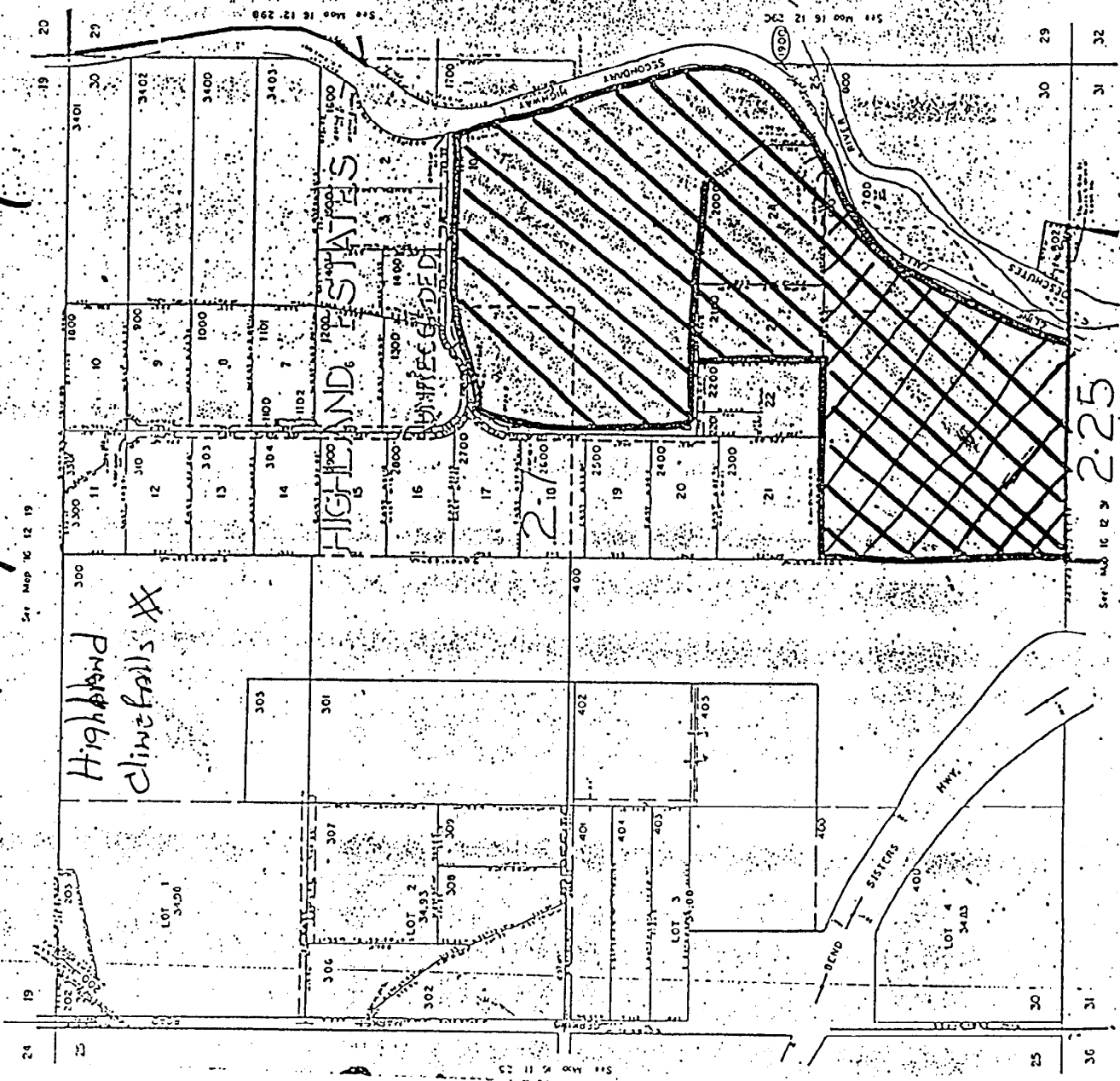
Site Number 488, occupying tax lots 100, 600, 2000 and 2100 in Township 17 South, Range 12 E.W.M., Section 6, came before the Board of Commissioners (Board) for hearing on August 10, 1989. On October 26, 1989, the Board made a preliminary decision on this site. By adoption of these findings and this decision, the Board confirms and ratifies that preliminary decision.

99-53807-5

16-12-30  
RANGE 16  
SEC 30

*Steel Aggregate & Graving Co.*

Sec 30, 16S. 112E. 19W.  
VE SCHUTES COUNTY  
1" = 400'



2.25

**C.L.R. INC.**  
**PROPERTY OWNER**

EXHIBIT B