EXHIBIT C
PROTECTIVE COVENANTS AND RESTRICTIONS

Property Subject to Protective Covenants

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Covenants to Run with the Land

All lands conveyed to Buyer shall be and hereby are subject to the provisions of this protective covenant which shall run with the land and bind Buyer, its successors and assigns and all persons claiming by, through or under them shall be taken to hold, agree and covenant with Harley-Davidson Motor Company Operations, Inc., its successors and assigns and with each of them to conform to and observe these protective covenants. Harley-Davidson Motor Company Operations, Inc., its successors and assigns, shall have the right to enforce these protective covenants at law or in equity. Any failure of Harley-Davidson Motor Company Operations, Inc., its successors and assigns, to enforce any of these protective covenants at the time of the violation shall not be deemed or wavered of the right to do so and any subsequent violation, these protective covenants shall continue in perpetuity unless amended or terminated.

Environmental Covenants

These protective covenants shall be in addition to any Environmental Covenant(s) required by the Pennsylvania Department of Environmental Protection ("PADEP) or is successor with respect to remediation activities on the Property and shall not be superseded or be altered by said Environmental Covenant, unless said Environmental Covenant imposes a greater restriction.

Government Regulations

Each owner, occupier or user of land subject and these protective covenants shall be responsible for compliance with applicable restrictions and other regulations imposed by the law of the United States or the Commonwealth of Pennsylvania or its political subdivisions including, but not limited to zoning, development ordinances, stormwater, control, air, water and land pollution and other applicable requirements.

Activity and Use Limitations

The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

Restrictions Related to Environmental Conditions

1. The use of the Property shall be limited to commercial or industrial activity. In no event shall the Property or any part thereof be used for any of the following purposes:

(a) Single family or multi-family dwellings and other residential-style facilities, or otherwise as a residence or dwelling quarters for any person or persons;

(b) Parks, playgrounds or other recreational areas including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of equipment;

(c) Campgrounds;

(d) Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, prison facilities, halfway houses or similar facilities;

(e) Hospitals, nursing homes, shelters, group homes, or similar facilities;

(f) Cemeteries;

(g) The planting and raising of plants or crops for human consumption.

2. Any digging, excavating, grating, pile driving or other earth moving activities shall be conducted on the Property or any part thereof including, without limitation, the excavation or removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utilities, in compliance with all applicable federal, state and local rules, regulations and ordinances including, without limitation those pertaining to the environment and those pertaining to human health and occupational safety, and in compliance with any post remediation care plan as presented in any Act 2 cleanup plan approved by the PADEP or the USEPA for the Property or a PADEP-approved soil management plan.

3. Without limiting the foregoing requirements, if any asphalt, concrete, soil or other ground cover is excavated and/or breached on any part of the Property, such asphalt, concrete, soil or other ground cover shall be properly addressed in compliance with a PADEP-approved soil management plan.

4. Groundwater for beneath the surface of the Property and any part thereof shall not be used for any purpose (including, without limitation, human consumption, commercial agriculture purposes) and no wells for the extraction thereof shall be installed, permitted or utilized on the property or any part thereof; provided, however, monitoring wells may be installed and operated on the property by Seller and successors or assigns solely for the purpose of monitoring and/or remediating such groundwater.

5. Any and all engineering controls and/or monitoring wells on the Property, or any part thereof pursuant to remediation and/or monitoring plans approved by PADEP or USEPA, as may be amended and approved from time to time by the those agencies, shall not be disturbed or rendered ineffective by actions of the Buyer, unless restored to their original condition and function after disturbance. To ensure the integrity of engineering controls, such control shall be inspected for damage on an annual basis by Seller. Inspection shall document damage to the cap and identify the corrective actions taken to mitigate the conditions. Such corrective action being the responsibility of Seller, unless such corrective action is necessary due to actions of the Buyer.

6. The Buyer shall conduct all activities, including but not limited to construction activities on the Property to avoid damage to or interference with monitoring wells, engineering, controls, and other features necessary for remediation and/or monitoring of the Property.

Additional Use Restrictions

7. In no event shall the Property be used for any of the following uses. Trash or waste incinerator facility; landfills; storage of user discarded; motor vehicles; tires; junkyard, including automobile salvage facilities; cement manufacturing plant; petroleum refining storage or distribution; raising or slaughtering of livestock by the processing of meat and fish products, hides, leather, vinegar yeast and the rendering or refining of oils and fats; the manufacturing of coke, charcoal, synthetic fuels, explosives; and refining of petroleum; smelting and the reduction of ferrous and non-ferrous metal.

Activity Restrictions

8. Construction and maintenance of all drainage pipes, wells, detention ponds and other stormwater management features on the Property shall be conducted in accordance with applicable federal, state and local law. Provided, however, that all plans for the design and construction of stormwater management features shall first be presented to Seller for review and approval and in no event shall such stormwater management features allow for the infiltration of stormwater into the subsurface on the Property or any part of thereof.

9. Buyer, successors and assigns shall submit all building and/or demolition plans for prior approval by Harley-Davidson Motor Company Operations, Inc. to ensure compliance with the protective covenants and with all environmental remediation requirements on the Property.

10. Buyer shall provide Harley-Davidson Motor Company Operations, Inc. with access to all monitoring wells for the purpose of sampling and monitoring.

11. Each instrument hereafter conveying any interest in the Property subject to these Protective Covenants shall contain a notice of the activity and use limitations set forth in these Protective Covenants and shall provide the recorded location of this Environmental Covenant.