488698 11/18/1998 04:55P 023 1 of 14 R 82.75 D 0.00 N 0.00 Gunnison County

## Amended EXCHANGE AGREEMENT

This Amended Exchange Agreement, made this \_\_I&h\_\_\_ day of \_\_Novernbook\_\_\_\_\_, 1998\_, supercedes and replaces in its entirety that certain Exchange Agreement dated September 2, 1998, recorded in the official records of Gunnison County, Colorado, on September 10, 1998 as Reception No. 486863, between Crested Butte Mountain Resort, Inc., a Colorado corporation, whose address is P.O. Box A, Crested Butte, Colorado 81225, hereinafter referred to as the Landowner, and the United States of America, acting by and through the Forest Service, Department of Agriculture, in consideration of the appraisals by the parties hereto of the land or interest in land herein described and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree as follows:

## WITNESSETH:

Pursuant to the General Exchange Act of March 20, 1922, as amended (42 Stat. 465) and the Act of October 21, 1976, as amended (90 Stat. 2743), the Landowner does hereby agree to convey to the United States of America the real property described in Schedule "A" enclosed hereto and made a part hereof. In exchange therefore, the United States of America agrees to convey to the Landowner by patent issued by the Department of the Interior, the real property described in Schedule "B" enclosed hereto and made a part hereof. There will be a need to equalize exchange values pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716) by the United States of America paying ONE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED FIFTY and NO/100 Dollars (\$191,550.00) to the Landowner. The agreed to values for this exchange are:

Property of the Landowner: \$6,409,150.00 Property of the United States: \$6,217,600.00

'irst, the Landowner agrees to cause to be conveyed by State Patent all of Parcels 1 through 9, including the nineral estates for Parcels 1 through 9, in accordance with Department of Justice standards when requested by he Forest Service, the lands or interest in lands described in Schedule "A" to the United States of America and is assigns, together with necessary documents required to convey good title, free from all encumbrances except hose set forth in Schedule "A."

econd, the Landowner agrees to cause to be conveyed by Warranty Deed Parcels 11 and 13, including the tineral estates for Parcels 11 and 13, in accordance with Department of Justice standards when requested by the Forest Service, the lands or interest in lands described in Schedule "A" to the United States of America and a assigns, together with necessary documents required to convey good title, free from all encumbrances except tose set forth in Schedule "A."

hird, the Landowner agrees to donate the mineral estate for Parcel 13 as described in Schedule "A."

burth, the Landowner agrees to deliver all necessary documents to the Forest Supervisor, Grand lesa/Uncompangee/Gunnison National Forests, who will act as escrow holder.

fth, the Landowner agrees to furnish title evidence on the real property described in Schedule "A" in a form tisfactory to the Office of General Counsel of the United States Department of Agriculture and pay any crow expenses incurred herein.

When title has been accepted by the Forest Service, the United States of America agrees to convey by patent the real property described in Schedule "B," subject to any encumbrances noted therein.

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The Landowner agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule "A" and "B."

Both parties agree not to do, or suffer others to do, any act by which the value of the real property which is the subject of the Agreement may be diminished or further encumbered. In the event any such loss or damage occurs from any cause, including acts of God, to the real property described in Schedules "A" and "B," prior to execution of deed or issuance of patent, either party may refuse without liability to complete the exchange.

Each party to this agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse without liability, to complete the exchange (see Attachment "A").

This Agreement will be terminated in the event that either party cannot convey a good and sufficient title to the real property agreed to be exchanged.

This Agreement is legally binding on all parties, subject to the terms and conditions herein and may only be amended or terminated by mutual consent.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

IN WITNESS WHEREOF, the Landowner, by its duly authorized representative, and the Regional Forester, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this \_/8<sup>m</sup> day of NOVEMBER. 1998.

LANDOWNER:

CRESTED BUTTE MOUNTAIN RESORT, INC.

a Colorado corporation

Ire:

VIRE MESIDENT

FOREST SERVICE

U.S. DEPARTMENT OF AGRICULTURE

Ву:

L'YLE LAVERTY Regional Forester

Rocky Mountain Region, R-2

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB<sub>4</sub>NO. 0596-0105), Washington, D.C. 20503.

1. 3. W. M.

#### ACKNOWLEDGMENT.

State of Colorado )
) SS:
County of Gunnison ) ss:
On this 18th day of November , 1998, before me, Jeannie Stone , a Nota
Public in and for said State, personally appeared Hamster F. Kuthill, Vice Alexa dent
Crested Butte Moundain Revert. Inc., a Colorado Carporation IN WITNESS WHEREOF, I hereunto set my hand and official seal.
IN WITNESS WHEREOF, I nelection set my hand and official scal.
a de la companya della companya della companya de la companya della companya dell
Janua Krone
Notary Public Signature
My Commission Expired May 22, 200/
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OF COL
ACKNOWLEDGMENT
May 22, 2001 ACKNOWLEDGMENT
May and
State of COLDEADD )
) SS:
County of
In this 17th day of Marenter , 1998, before me, NANY A House Many, a Notary
'ublic in and for said State, personally appeared LYLE CAVEETY
MOLL ST.
WITNESS WHEREOF, I hereunto set my hand and official seal.
TARY Z.
The little of the
Notary Public Signature
Trong I done organization
fy Commission expires: Quest 6, 2001



#### SCHEDULE A

Lands, interest in lands, that the landowner will convey to the United States of America:

Fee title to the following lands in Colorado:

## Parcel 1:

T. 12 S., R. 86 W., Sixth P.M. sec. 36, all;

## Parcel 2:

T. 50 N., R., 3 E., N.M.P.M

Tract 60 according to the Independent Resurvey of said Township;

# Parcel 3:

T. 13 S., R. 86 W., Sixth P.M. sec. 36, NE1/4NW1/4, W1/2W1/2, and SE1/4SW1/4;

#### Parcel 4:

T. 51 N., R. 1 E., N.M.P.M sec. 16, all;

## Parcel 5:

T. 15 S., R. 85 W., Sixth P.M. sec. 16, all;

#### Parcel 6:

T. 51 N., R. 2 E., N.M.P.M.
Tract 37 according to Independent Resurvey of said Township;

## Parcel 7:

T. 15 S., R. 86 W., Sixth P.M. sec. 36, all;

## Parcel 8:

T. 15 S., R. 84 W., Sixth P.M., sec. 16, all;



#### Parcel 9:

T. 51 N., R. 1 W., N.M.P.M.

sec. 16, all that portion lying northeast of irrigation ditch (State R/W 1495-14 issued to Colin F. Campbell);

#### Parcel 11:

Parcels 1 through 10 described in Exhibit A-1 through A-3 attached hereto and made a part hereof:

#### Parcel 13:

## PARCEL NO. 1

Flirt Lode Mining Claim, U.S. Survey No. 2073A;
Mayflower Lode Mining Claim, U.S. Survey No. 15544;
Caladonia Lode Mining Claim, U.S. Survey No. 15544;
Mogul Lode Mining Claim, U.S. Survey No. 6777;
Nancy Lode Mining Claim, U.S. Survey No. 2187;
Wolverine Lode Mining Claim, U.S. Survey No. 5872; and
Lenora Lode Mining Claim, U.S. Survey No. 5872;
Jersey Lode Mining Claim, U.S. Survey No. 2305;
Snowden Lode Mining Claim, U.S. Survey No. 2415;
Ensign Lode Mining Claim, U.S. Survey No. 4508; and
Bob Lee Lode Mining Claim, U.S. Survey No. 2494;
all according to the United States Patents thereof,
Tomichi Mining District; and

#### PARCEL NO. 2

Eureka Lode Mining Claim, U.S. Survey No. 1266, Quartz Creek Mining District;

H & B No. 1 and H & B No. 2 Lode Mining Claims, U.S. Survey No. 5441, Tincup Mining District;

Merrimac Lode Mining Claim, U.S. Survey no. 1550, Quartz Creek Mining District;

K. K. Lode Mining Claim, U.S. Survey No. 7159, Tincup Mining District;

Seventy Eight Lode Mining Claim, U.S. Survey No. 6567, Quartz Creek Mining District;

Blanch B Lode Mining Claim, U.S. Survey No. 2614, Tincup and Quartz Creek Mining Districts;

M. & M. No. 1, M. & M. No. 2 and Robert L. Lode Mining Claims, U.S. Survey No. 16967, Tincup Mining District;

Mt. Vernon, Silver Tip, and Charles H Lode Mining Claims, U.S. Survey No. 7690, Tincup Mining District;



Caro Lode Mining Claim, U.S. Survey No. 8880, Tincup Mining District; and

## PARCEL NO. 3

Healsburg Lode Mining Claim, U.S. Survey No. 2674; Vulcan Placer, Subdivided; Blue Bell Lode Mining Claim, U.S. Survey No. 5083; Gipsy Lode Mining Claim, U.S. Survey No. 1640; Hawkeye Lode Mining Claim, U.S. Survey No. 2257; Montgomery Lode Mining Claim, U.S. Survey No. 3146; Longfellow Lode Mining Claim, U.S. Survey No. 4433; The West 900 feet of Stem Winer Lode Miling Claim, U.S. Survey No. 7922; Oriental Lode Mining Claim, U.S. Survey No. 7921; E. Ford Lode Mining Claim, U.S. Survey No. 1934; Alert Lode Mining Claim, U.S. Survey No. 7156; Limestone Lode Mining Claim, U.S. Survey No. 2194; John Mouat Lode Mining Claim, U.S. Survey No. 2114; Cinnamon Lode Mining Claim, U.S. Survey No. 1936; J. B. Trickey Lode Mining Claim, U.S. Survey No. 992; Modoc Lode Mining Claim, U.S. Survey No. 17589; Modoc No. 2 Lode Mining Claim, U.S. Survey No. 17589; Lexington Lode Mining Claim, U.S. Survey No. 991; Little Maud Lode Mining Claim, U.S. Survey No. 7874; Oddie Lode Mining Claim, U.S. Survey No. 2210; all according to the United States Patents thereof, Tomichi Mining District; and Lippincott Lode Mining Claim, U.S. Survey No. 1483, according to the United States Patent thereof, Quartz Creek Mining District.

Containing 5,755.81 acres, more or less, in Gunnison County.

## Subject to:

## Reservations: None

## Outstanding Rights:

- Right of Way granted to The State of Colorado and Southern Railway Company for railroad as recorded April 16, 1910 in Book 190 at page 247. (Affects Parcel 9)
- Right of Way for public highway granted to Gunnison County in Right of Way Deed recorded October 6, 1914 in Book 191 at page 436. (Affects Parcel 9)
- 3. Terms and conditions in Memorandum Agreement between Sanford N. Zeigler, party of first part, and A. C. Miller, A. G. Delo, Alex Campbell and Clyde Handbury, parties of second part, being interests in an oil and gas lease mentioned herein, as recorded March 3, 1925 in Book 229 at page 339, and any and all assignments thereof or interests therein. (Affects Parcel 9) (Note: This exception shall be removed at or prior to closing of this transaction.)

- The Campbell Ditch as disclosed on Plat recorded September 11, 1964 as Reception No. 260578, across Parcel No. 9 of the subject property.
- 5. Terms and conditions in Memorandum of Operating Agreement recorded May 10, 1957 in Book 327 at page 61, stating that the United States Lithium Corporation, as Owner and O. A. Sutton, as Operator have entered into an Operating Agreement under which the Operator has the right to possession and to mine School Section 36, Township 50 North, Range 3 East. (Note: This exception shall be removed at or prior to closing of this transaction.)
- 6. Right of Way from the State of Colorado to Colin P. Campbell for a right of way over, upon, under and across Parcel No. 9 of the subject property for the purpose of constructing, reconstructing, operating, and maintaining an irrigation ditch as recorded August 19, 1965 in book 382 at page 373.
- 7. Right of Way from the State of Colorado to Colorado-Ute Electric Association, Inc., for the purpose of constructing, reconstructing, operating and maintaining an electric power transmission pole line across Parcel No. 4 of the subject property as recorded May 20, 1966 in Book 387 at page 485, and any and all assignments thereof or interests therein.
- 8. Terms and conditions in an Agreement between the County of Arapahoe and the City of Aurora recorded February 5, 1990 in Book 675 at page 409: (Affects Parcel 9) (Note: Following receipt and review of this document, it may be necessary to have the exception removed at or prior to closing of this transaction.)
- Right-of-Way Agreement between H. Sheldon Trampe and Virgil Spann recorded December 22, 1948 in Book 278 at page 310 (Affects Parcel 11)
- Exceptions and reservations as contained in all of the United States Patents affecting all of the subject property.
- 11. Lack of a right of access from the subject property to an open deeded public road, street, or highway.

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#### SCHEDULE B

Lands, interest in lands, that the United States will convey to the Landowner:

Fee title to the following lands in Colorado:

## Sixth Principal Meridian

#### Parcel B:

T. 13 S., R. 86 W. sec. 14, E1/2SW1/4SE1/4;

#### Parcel C:

T. 13 S., R. 85 W. sec. 19, Lots 7, 8, and 11;

T. 13 S., R. 86 W.

sec. 13. lot 14;

sec. 24, S1/2SW1/4NE1/4NE1/4, W1/2NW1/4NE1/4, NW1/4SE1/4NW1/4NE1/4, S1/2SE1/4NW1/4NE1/4, SW1/4NE1/4, S1/2SE1/4NE1/4, NW1/4SE1/4NE1/4, W1/2NE1/4SE1/4NE1/4, NE1/4NW1/4, N1/2N1/2SE1/4NW1/4, and SE1/4;

#### Parcel D:

T. 13 S., R. 85 W.

sec. 18, lot 6;

sec. 20, lots 2, 3, 6, 8 and 10;

sec. 21, lot 2;

sec. 28, lots 2 and 3;

sec. 29, lots 1, 3, and 7;

sec. 33, lot 2.

Containing 539.17 acres, more or less, in Gunnison County.

## Subject to:

#### Reservations:

 Reserving to the United States a right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 845).

#### Outstanding Rights:

 Water Conveyance System Easement issued to Dora Mae Trampe May 30, 1994. (May affect Parcel D).

## Other:

5. ( This 80 35 )

- The Landowner, its successors and assigns, hereby contractually agree that before the final development plan for Federal Parcel C is approved by any unit of local government, the Forest Supervisor of the Grand Mesa, Uncompangre, and Gunnison National Forests shall have the right as a ministerial action, to review and approve said development plan for the purpose of assuring that residential and commercial development of the subject property does not preclude development and perpetual public use of ski area facilities, except all buildings and the nordic trail system located at the base of Gold Link lift, accepted in the Master Development Plan for the Crested Butte Mountain Resort which is to be prepared pursuant to the Decision Notice for Improvements on Crested Butte Mountain Resort dated May 19, 1998, or in any future amendments to said Master Development Plan. The Forest Service agrees that the approvals required herein shall not be unreasonably withheld. In addition, both parties agree that this provision is a contractual requirement on both parties which shall remain in effect after closing of the land exchange until the Forest Supervisor determines that all ski area facilities, except all buildings and the nordic trail system located at the base of Gold Link lift, approved in the Master Development Plan, or future amendments thereof, have been constructed on Federal Parcel C. The Forest Supervisor shall, at that time, file a written document releasing both parties from this contractual requirement.
- 2. The Landowner shall issue a non-exclusive nonmotorized easement for trail purposes across Parcel C, hereinbefore described. Said easement shall be for public use. The trail may be relocated at the Landowner's expense, however, service cannot be interrupted. The Forest Service reserves the right to agree and approve any new trial location. Agreement and approval will not be unreasonably withheld. Easement shall be 15 feet in width, lying equally on each side of the centerline.
- 3. The Landowner shall issue a non-exclusive easement for road purposes across Parcel C, hereinbefore described. The road shall be for vehicular administrative traffic of the United States and its assigns, including but not limited to contractors, licensees, and permittees, and for public non-motorized use. The road may be relocated at the Landowner's expense, however, service cannot be interrupted. The Forest Service reserves the right to agree and approve any new road location. Agreement and approval shall not be unreasonably withheld. Easement shall be 60 feet in width, lying equally on each side of the centerline.



## ATTACHMENT "A"

## Environmental Quality Provision

In the event it is discovered, before the United States has <u>fecorded the deed which conveys the subject property</u> to the United States, that the subject property (property to the United States) is contaminated, including but not limited to contamination resulting from solid wastes, hazardous wastes or substances, pollutants or contaminants, or other regulated substances, or that the subject property is in a condition which would constitute a violations of any applicable federal, state, or local laws or regulations relating to the protection of health, safety, or the environment, the United States may, at its sole election and without incurring any liabilities or obligations arising therefrom, either:

1) Declare this Exchange Agreement to be null and void; or

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2) Adjust the acreage and description of the subject property (property to be conveyed to the United States) thereby excluding from the conveyance those portions of the parcel which are affected by the newly discovered contamination or condition. Correspondingly, the consideration to be given by the United States as set forth under this Exchange Agreement shall be adjusted accordingly to reflect the adjustment concerning the subject property to be conveyed to the United States).

All representatives, warranties, obligations and rights set forth herein shall survive the closing and not merge with he deed such that they are binding and enforceable even after the deed has been conveyed to the United States, but only until the United States has recorded the deed which conveys the subject property to the United States.

## EXHIBIT A

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#### PARCEL 1 - LEGAL DESCRIPTION

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Parcel of land situated in the SE%SW% and the SW%SE% of Section 18, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the SW1/16 corner of said Section 18 with all bearings being relative to S 80°19'00 E between the S¼ corner and the E1/16 corner of said Section 18; thence S 80°23'49" E a distance of 1379.76 feet along the north line of the SE¼SW¼ of said Section 18 to the CS1/16 corner; thence S 80°25'00" E a distance of 1381.43 feet along the north line of the SW¼SE¼ of said Section 18 to the SE1/16 corner; thence S 00°22'00" E a distance of 943.15 feet to Angle Point 21 of Lot 6, Section 18; thence N 75°23'49" W a distance of 818.85 feet; thence N 04°38'57" E a distance of 277.25 feet; thence N 37°03'34" W a distance of 79.98 feet; thence N 47°46'01" W a distance of 607.47 feet; thence N 85°15'14" W a distance of 380.37 feet; thence N 87°07'32" W a distance of 1089.06 feet to a point on the west line of the SE¼SW¼ of said Section 18; thence N 00°57'26" E a distance of 362.33 feet along the west line of the SE¼SW¼ of said Section 18 to the SW1/16 corner, the point of beginning said parcel of land containing 29.782 acres, more or less.

## PARCEL 2 - LEGAL DESCRIPTION

A parcel of land situated in the NE¼NE¾ of Section 19, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the Northeast corner of Section 19 with all bearings being relative to S 80°19'00 E between the S¼ corner and the E1/16 corner of said Section 18; thence S 00°26'16" W a distance of 561.17 feet along the east line of the NE¼ NE¾ of said Section 19 to Angle Point 18 of Lot 2, Section 20; thence N 63°00'21" W a distance of 197.86 feet; thence N 40°50'06" W a distance of 778.63 feet to Angle Point 19 of Lot 6, Section 18; thence S 80°18'39" E a distance of 699.71 feet along the north line of the NE¾ NE¾ to the NE corner of Section 19, the point of beginning, said parcel of land containing 5.116 acres, more or less.



#### PARCEL 3 - LEGAL DESCRIPTION

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A parcel of land situated in the SW ¼ NW ¼ of Section 20, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the NW1/16 corner of Section 20 with all bearings being relative to a bearing of N 89°48'08" E between the CW1/16 corner and the C% corner of said Section 20; thence S 00°48'34" W a distance of 398.79 feet along the east line of said SW%NW% to Angle Point 13 of Lot 3, Section 20; thence N 81°12'46" W a distance of 191.40 feet; thence N 10°54'51" W a distance of 374.18 feet to Angle Point 14 of Lot 2, Section 20, thence N 89°32'49" E a distance of 265.64 feet along the north line of the SW%NW% of said Section 20 to the NW1/16 corner, the point of beginning, said parcel of land containing 1.990 acres, more or less.

#### PARCEL 4 - LEGAL DESCRIPTION

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A parcel of land situated in the NE% SE% of Section 19, and the NW% SW% of Section 20, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the Southeast 1/16 corner of said Section 19 with all bearings being relative to a bearing of N 80°21'26" W between the S1/16 corner and the SE1/16 corner of said Section 19; thence N 01°23'07" E a distance of 1217.52 feet along the west line of the NE½SE¾ of said Section 19 to Angle Point 22; thence S 49°56'54" E a distance of 2254.89 feet to Angle Point 23 of Lot 10, Section 20; thence S 89°45'35" W a distance of 370.22 feet along the south line of the NW½SW¼ of said Section 20 to the S 1/16 corner between Sections 19 & 20; thence N 80°21'26" W a distance of 1405.10 feet along the south line of the NE½SE¾ of said Section 19 to the SE1/16 corner, the point of beginning, said parcel of land containing 25.630 acres, more or less.

#### PARCEL 5 - LEGAL DESCRIPTION

A parcel of land situated in the SE¼SW¼ of Section 20, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the W1/16 corner between Sections 20 and 29 with all bearings being relative to a bearing of N 89°59'57" W between the E1/16 corner and the S¼ corner of said Section 20; thence N 01°20'30" E a distance of 532.89 feet along the west line of the SE¼SW¼ of said Section 20 to Angle Point 24 of Lot 10, Section 20; thence S 49°57'17" E a distance of 820.84 feet to Angle Point 25 of Lot 3, Section 29; thence S 89°35'11" W a distance of 640.88 feet along the south line of the SE¼SW¼ of said Section 20 to the W1/16 corner, the point of beginning, said parcel of land containing 3.918 acres, more or less.

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#### PARCEL 6 - LEGAL DESCRIPTION

A parcel of land situated in the SE¼SE¼ of Section 20, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the S1/16 corner between said Sections 20 & 21 with all bearings being relative to a bearing of S 89°57'50" W between the SE corner and the E1/16 corner of said Section 20; thence S 01°17'57" W a distance of 1054.76 feet along the east line of the SE¼ SE¼ of said Section 20 to Angle Point 8 of Lot 2, Section 21; thence N 08°35'12" W a distance of 952.55 feet; thence N 68°44'16" W a distance of 308.67 feet to Angle Point 9 of Lot 6, Section 20; thence N 89°54'50" E a distance of 453.80 feet along the north line of said SE¼ SE¼ of said Section 20 to the S1/16 corner, the point of beginning, said parcel containing 2.565 acres, more or less.

## PARCEL 7 - LEGAL DESCRIPTION

A parcel of land situated in the NW % NW % of Section 28, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the W1/16 corner between Sections 28 & 21 with all bearings being relative to a bearing of \$89°57'50" W between the SE corner and the E1/16 corner of said Section 20; thence \$00°09'57" E a distance of 594.22 feet along the east line of the NWXNWX of said Section 28 to Angle Point 6 of Lot 2, Section 28; thence N 66°06'56" W a distance of 1268.94 feet; thence N 75°43'36" W a distance of 104.12 feet; thence N 08°25'40" W a distance of 54.37 feet to Angle Point 7 of Lot 2, Section 21; thence N 89°57'17" E a distance of 1267.59 feet along the north line of said NWXNWX to the \$1/16 corner, the point of beginning, said parcel of land containing 9.120 acres, more or less.

#### PARCEL 8 - LEGAL DESCRIPTION

A parcel of land situated in the NW ½ NW ¼ of Section 33, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the W1/16 corner between Sections 33 & 28 with all bearings being relative to a bearing of S 89°44'03" E between the NW corner and the W1/16 corner of said Section 33; thence S 03°02'45" E a distance of 531.41 feet along the east line of said NW NW to Angle Point 3 of Lot 2, Section 33; thence N 38°03'03" W a distance of 186.82 feet; thence N 19°00'54" W a distance of 184.96 feet; thence N 26°29'47" E a distance of 233.39 feet to a point on the north line of the NW NW of said Section 33; thence S 89°44'03" E a distance 43.05 feet along north line of the NW NW of said Section 33 to the W1/16 corner, the point of beginning, said parcel of land containing 1.197 acres, more or less.

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#### PARCEL 9 - LEGAL DESCRIPTION

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A parcel of land situated in the SE¼NW¼, the N½NE¼SW¼ of Section 33, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the Center ¼ corner of said Section 33 with all bearings being relative to a bearing of \$89°44'03" E between the NW corner and the W1/16 corner of said Section 33; thence \$07°17'27" E a distance of 659.12 feet along the north-south center section line of said Section 33; thence \$N 89°19'27" W a distance of \$1405.16 feet along the south line of the N½NE¼SW¼; thence leaving said south line \$N 22°44'07" E a distance of \$25.06 feet; thence \$N 03°38'21" E a distance of \$198.95 feet; thence \$N 33°35'34" W a distance of 406.60 feet; thence \$N 17°37'07" W a distance of 275.34 feet; thence \$N 07°16'08" W a distance of 139.33 feet; thence \$N 12°44'52" W a distance of 209.45 feet; thence \$N 17°39'34" W a distance of \$156.64 feet; thence \$N 12°49'07" E a distance of \$189.49 feet to \$156.64 feet; thence \$156.64 feet;

#### PARCEL 10 - LEGAL DESCRIPTION

A parcel of land situated in the SE¼NE¼ of Section 29, Township 13 South, Range 85 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at a point on the south line of SE¼ NE¾ of said Section 29, with all bearings being relative to a bearing of N 89°49'55" W between the E¾ corner and CE1/16 corner of said Section 29, from which the E¾ corner of said Section 29 bears N 89°49'55" E a distance of 298.57 feet; thence S 89°49'55" W a distance of 1045.29 feet along the south line of the SE¼ NE¾ of Section 29 to the CE1/16 corner of said Section 29; thence N 00°20'26" E a distance of 25.25 feet along the west line of the SE¼ NE¾ of Section 29; thence S 88°47'03" E a distance of 1045.38 feet to the point of beginning, said parcel of land containing 0.303 acres, more or less.

