

## **REVISED MUTUAL EASEMENT AGREEMENT**

**THIS REVISED MUTUAL EASEMENT AGREEMENT** (the "Agreement") is entered into and is effective this 22<sup>nd</sup> day of February, 2008 according to the following terms and conditions:

1. **PARTIES.** The parties to this Agreement are:

1.1 Hidden Mine Ranch, LLC, a Colorado limited liability company, the address of which is P.O. Box 3642, Crested Butte, CO 81224 and Hidden Mine Ranch Owners' Association, Inc., a Colorado nonprofit corporation, the address of which is P.O. Box 3642, Crested Butte, CO 81224 ("HMROA") (both entities collectively referred to as "HMR");

1.2 Whetstone Mountain Ranch Owners Association, a Colorado nonprofit corporation, the address of which is P.O. Box 549, Crested Butte, Colorado 81224 ("WMROA"); and,

1.3 Smith Ranch, LLC, a Colorado limited liability company, the address of which is P.O. Box 549, Crested Butte, Colorado 81224 ("Smith Ranch").

2. **RECITALS.**

2.1 HMR and WMROA/Smith Ranch own certain adjoining real property, including private roads, in Gunnison County, Colorado.

2.2 A Mutual Easement Agreement, recorded on October 18, 1990 at Reception No. 423287 in the records of Gunnison County, Colorado, was executed between the parties' predecessors-in-interest and is currently in effect and enforceable by and between the parties (the "Original MEA").

2.3 The parties desire to execute this Agreement to replace the Original MEA and to provide the parties and their successors/assigns a clear and concise statement of the parties intent to create a harmonious and mutually beneficial living arrangement. This Agreement addresses the issues contained in the Original MEA as well as other issues.

2.4 By this Agreement, the parties intend to grant or accept certain easements and other rights and obligations as outlined below.

3. **AGREEMENT.** In consideration of the mutual promises and recitals stated above, which all Parties agree are accurate and complete, the agreements, promises and warranties set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

3.1 **The HMR Property.**

3.1.1 HMR is the owner of certain real property located in Gunnison County, Colorado (the "HMR Property"), the legal description of which is described in Exhibit A, attached and



incorporated by reference. The HMR Property is benefited by the Original MEA, and the legal description of the HMR Property includes additional property not included in the Original MEA. The legal description attached as Exhibit A controls over that legal description found in the Original MEA.

3.1.2 HMROA is a common interest owners association established under Colorado law by Hidden Mine Ranch, LLC for the purpose of, *inter alia*, performing and/or enforcing the covenants applicable to its residential development. Pursuant to these covenants and the HMROA Bylaws, HMROA has the power to enter into this Agreement. HMROA governs or will govern the property described on Exhibit A.

### 3.2 The WMR Property.

3.2.1 WMROA, its Members, and Smith Ranch are collectively the owners of certain real property located in Gunnison County, Colorado (the "WMR Property"), the legal description of which is described in Exhibit B, attached and incorporated by reference. The WMR Property is burdened by the Original MEA.

3.2.2 WMROA is a common interest owners association established under Colorado law by Smith Ranch for the purpose of, *inter alia*, performing and/or enforcing the covenants applicable to its residential development. Pursuant to these covenants and the WMROA Bylaws, WMROA has the power to grant the instant easement. WMROA governs the property described on Exhibit B.

3.2.3 The WMROA Members are the owners of certain parcels of real property located in Gunnison County, Colorado, the legal descriptions of which are described in Exhibit C, attached and incorporated by reference.

3.2.4 Smith Ranch is an owner of certain parcels of real property located in Gunnison County, Colorado, the legal descriptions of which are described in Exhibit D, attached and incorporated by reference. Smith Ranch is the former owner of the entire parcel known as Whetstone Mountain Ranch, described in Exhibit B.

### 3.3 Access, Snow Storage, and Utility Easements.

3.3.1 WMROA and Smith Ranch grant to HMR and its successors and assigns a perpetual, non-exclusive easement and right-of-way, across and through the WMR Property for residential purposes for ingress, egress, construction, maintenance, snow storage, and the installation of any underground utilities for the benefit of the entirety of the HMR Property as described in Exhibit A hereto. Said easement, which generally lies within the existing right-of-way commonly known as Smith Road, is more particularly described and depicted in the survey attached as Exhibit E and incorporated herein by reference and shall be referred to herein as the "New Easement". The New Easement shall be a total of eighty (80) feet in width and shall consist of a sixty (60) foot wide access easement and an additional twenty (20) foot wide easement for snow storage purposes. The New Easement shall also include a fifteen (15) foot wide utility easement, to be located within the 80-foot wide access and snow storage easement, for the installation, operation, and maintenance of



underground utilities only, with no above-ground projections, to service and facilitate access to the entirety of the HMR Property.

3.3.2 With regard to the utility easement granted above, HMR or its successors or assigns shall provide written notice to WMROA at least ten (10) days prior to construction or installation of any utility lines or equipment within the utility easement to facilitate traffic flow along Smith Road during such construction and installation and so any adjacent property owners may be notified. Prior to beginning any such construction, HMR must first obtain WMROA's written approval of construction or installation of any utility lines or equipment within the above-provided utility easement, which approval shall not be withheld unreasonably. HMR or its successors or assigns shall reasonably restore the surface and vegetation altered or damaged by such utility construction or installation activities.

3.3.3 Neither HMR, WMROA, nor Smith Ranch, nor any other individual or entity claiming by or through any of them, shall seek to relocate the New Easement, or any part thereof, at any time subsequent to the date of this Agreement without prior written consent of all parties to this Agreement, including any third parties having maintenance or other obligations related to the New Easement. This agreement not to relocate the New Easement is specifically intended to control over any other agreements among the parties, as well as any legal or equitable theories under common law or statute and, absent further agreement of the parties, shall control in the event that WMROA or Smith Ranch seek to relocate Smith Road.

3.3.4 HMR, or its successors or assigns, shall be solely responsible for fixing any and all "soft spots" that are due to HMR's widening of the New Easement Area. For purposes of this paragraph, "soft spots" shall mean areas within the improved portions of the New Easement where there is surface subsidence, or where construction of the road improvements is otherwise inadequate to support vehicular traffic as contemplated by the Gunnison County Road and Bridge Standards then in effect as of the date of this Agreement. Such obligation shall begin as of the date of the execution date of this Agreement and shall continue through December 31, 2010.

3.3.5 HMR, or its successors or assigns, shall be responsible for the maintenance of and snow-plowing along the New Easement, up to a width of twenty-four (24) feet, from the intersection of Smith Road with Highway 135 to the HMR Property line.

3.3.6 WMROA shall pay to HMR, or to its successors or assigns, on a monthly basis, its share of the costs associated with the maintenance and snow-plowing along the New Easement. WMROA's share of such costs shall be 17%. HMR, or its successors or assigns, shall separately invoice WMROA for all maintenance and snow-plowing costs related to the New Easement from the intersection of Smith Road with Highway 135 to the HMR Property line.

3.3.7 In the event of a dispute concerning the maintenance and snow-plowing conducted by HMR as set forth above, WMROA shall provide HMR, or its successors or assigns, with written notice of the same setting forth in detail the basis of such dispute. Within forty-eight (48) hours after receiving any such notice, authorized representatives of HMR and WMROA shall meet to discuss the issues raised therein, with the intent of resolving the same. In the event the issues cannot be resolved to all parties' satisfaction at the above-referenced meeting, WMROA may remedy any



deficient maintenance or snow-plowing along the New Easement and may submit to HMR, or its successors or assigns, an invoice for the costs thereof consistent with the formula provided in paragraph 3.3.6 above. HMR, or its successors or assigns, shall, within 30 days of the receipt of said invoice, reimburse WMROA for the reasonable costs of such remedial actions consistent with paragraph 3.3.6 above.

3.3.8 HMR hereby agrees that if any claim or cause of action relating to or arising from the easements granted herein is asserted against WMROA or Smith Ranch, or either of them, then HMR shall defend, indemnify, and hold harmless WMROA or Smith Ranch, or either of them, from such claims or causes of action and all losses, damages and liabilities relating thereto, including reasonable attorney fees, costs, and expenses to defend. HMR expressly acknowledges and agrees that the foregoing liability provision is intended to be as broad and inclusive as permitted by the laws of the State of Colorado provided, however, that HMR shall have no defense, indemnification, or hold harmless obligation with regard to claims arising from or relating to the negligence of WMROA, Smith Ranch, or individuals or entities claiming by or through either of them.

### 3.4 Ditch Easement

3.4.1 Under paragraph 1 of the Original MEA, HMR's predecessor-in-interest, Trapper's Crossing Ltd., a Delaware limited partnership, granted to Smith Ranch's predecessor-in-interest, Continental Development of California, Inc., a California corporation, a perpetual easement for the Spann-Netick Ditch sufficient to allow said Ditch to carry its full decreed amount of water, and for reasonable repair and maintenance thereof.

3.4.2 HMR hereby recognizes and reaffirms such Ditch easement and all rights and obligations held thereunder by Smith Ranch and WMROA as outlined in the Original MEA. Such rights and obligations shall not be altered or amended by this Agreement.

3.4.3 WMROA and Smith Ranch hereby agree that if any claim or cause of action relating to or arising from the ditch easement granted herein is asserted against HMR or its successors or assigns, then WMROA and/or Smith Ranch shall defend, indemnify, and hold harmless HMR and its successors and assigns from such claims or causes of action and all losses, damages and liabilities relating thereto, including reasonable attorney fees, costs, and expenses to defend. WMROA and Smith Ranch expressly acknowledge and agree that the foregoing liability provision is intended to be as broad and inclusive as permitted by the laws of the State of Colorado provided, however, that WMROA and Smith Ranch shall have no defense, indemnification, or hold harmless obligation with regard to claims arising from or relating to the negligence of HMR or individuals or entities claiming by or through it.

3.5 **Public Access.** HMR, its members, ranch owners, residents, and their guests shall not actively or passively allow public access on or across its Property or the WMR Property from the Easement. HMR may allow public access on or across its property from other routes or properties, if applicable. HMR shall not participate in any proceedings commenced by third parties seeking to establish public access along the Easement, or across the WMR Property, except as may be required by court order or any other valid legal process. HMR shall reasonably assist Smith Ranch and/or



WMR in effectuating the intent of this paragraph in any proceedings commenced by other parties seeking to establish public access along, over, or across the Easement across the WMR property.

**3.6 Termination of Original MEA.** The execution and recordation (in the appropriate records of Gunnison County, Colorado) of this Agreement shall serve as and shall constitute a formal termination of the original Mutual Easement Agreement, except with regard to the Spann-Netick Ditch as provided in paragraph 3.4.2 above.

**3.7 Further Documents.** The parties hereto agree to execute, acknowledge, and deliver such further documents as may be reasonably necessary to implement the provisions of this Agreement.

**3.8 Attorneys' Fees.** If any legal action is commenced or maintained in a court of law, whether in law or in equity, by any party to this Agreement, as to interpretation, enforcement, or construction of this Agreement, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees together with all reasonable costs and expenses incurred.

**3.9 Applicable Law.** This Agreement is executed in Gunnison County, Colorado, and shall be interpreted, construed, and governed by the laws of the State of Colorado.

**3.10 Jurisdiction and Venue.** Jurisdiction and venue of any action related to this Agreement shall be in the District Court of Gunnison County, Colorado.

**3.11 Specific Performance.** In the event of a breach of this Agreement, the non-defaulting party shall, in addition to any damages sustained, have the right to seek and obtain specific performance of all terms and conditions contained in this Agreement.

**3.12 Severability.** If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.

**3.13 Runs With The Land.** This Agreement and the obligations set forth herein shall constitute covenants and obligations running with the land, and shall be binding upon and inure in perpetuity, to the benefit or detriment of the successors, assigns, and heirs of the parties to this Agreement.

**3.14 Entire Agreement; Amendment.** This Agreement contains the entire and only agreement between the parties hereto and no oral statements or representations not contained in this Agreement shall be of any force or effect between the parties. However, the parties are also, contemporaneous with this Agreement, entering into a settlement agreement and certain other agreements necessary to effectuate such settlement agreement, all of which should be read in light of this Agreement. This Agreement shall not be modified or amended in any way except by written instrument executed by all parties hereto.

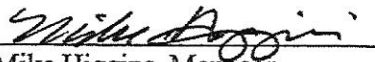
**3.15 Multiple Originals; Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple duplicate originals to provide all parties and counsel with an original. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement, and any party may execute this Agreement by signing any such counterpart.




Facsimile signatures shall be deemed acceptable for purposes of implementation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date first above written, and the Agreement shall be recorded in the public records of the Clerk and Recorder's Office of Gunnison County, Colorado.

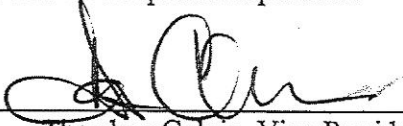
HIDDEN MINE RANCH, LLC,  
a Colorado limited liability company

By:   
Mike Higgins, Manager

HIDDEN MINE RANCH OWNERS' ASSOCIATION, INC.,  
a Colorado nonprofit corporation

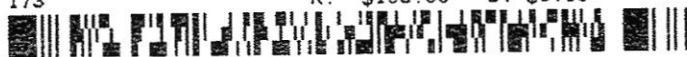
By:   
Mike Higgins, President *Declarant*

WHETSTONE MOUNTAIN RANCH OWNERS ASSOCIATION,  
a Colorado nonprofit corporation

By:   
Theodore Colvin, Vice-President/Secretary

SMITH RANCH, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager



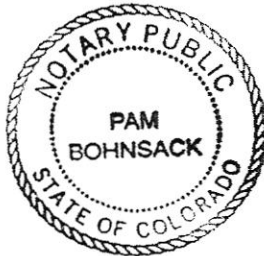
STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me by Mike Higgins, as Manager of Hidden Mine Ranch, LLC, a Colorado limited liability company, and as ~~President~~ <sup>Vice President</sup> of the Hidden Mine Ranch Owners' Association, Inc., a Colorado nonprofit corporation on this 22 day of February, 2008.

Witness my hand and official seal.

My Commission expires: 1-19-11

(SEAL)



Pam Bohnsack  
Notary Public

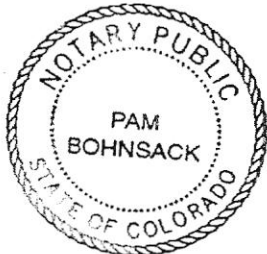
STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me by Ted Colvin, as Vice-President/Secretary of the Whetstone Mountain Ranch Owners Association, a Colorado nonprofit corporation, on this 22 day of February, 2008.

Witness my hand and official seal.

My Commission expires: 1-19-11

(SEAL)



Pam Bohnsack  
Notary Public

above written, and the Agreement shall be recorded in the public records of the Clerk and Recorder's Office of Gunnison County, Colorado.

HIDDEN MINE RANCH, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Mike Higgins, Manager

HIDDEN MINE RANCH OWNERS' ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Mike Higgins, President

WHETSTONE MOUNTAIN RANCH OWNERS ASSOCIATION,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Ted Colvin, Vice-President/Secretary

SMITH RANCH, LLC,  
a Colorado limited liability company

By: Wm Greg Greger  
W. Greg Greger, Manager

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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me by W. GRESSEIGER as Manager  
of Smith Ranch, LLC, a Colorado limited liability company, on this 4<sup>TH</sup> day of ~~January~~ FEBRUARY, 2008.

Witness my hand and official seal.

My Commission expires: FEB. 4, 2011

(SEAL)

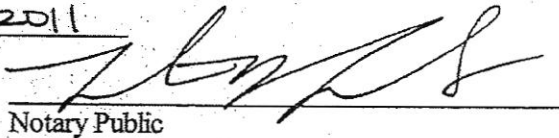
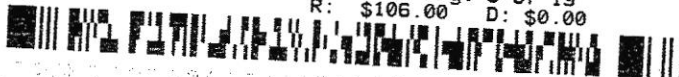
  
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Township 14 South, Range 86 West, 6th P.M.

Section 10: SE1/4, EXCEPTING THEREFROM that portion platted as Trappers Crossing at Wildcat according to the Plat recorded October 30, 1992, bearing Reception No. 438114 and Trappers Crossing at Wildcat-Phase II according to the Plat recorded August 22, 1995, bearing Reception No. 461974.

Section 11: SW1/4, EXCEPTING THEREFROM that portion platted as Trappers Crossing at Wildcat according to the Plat recorded October 30, 1992, bearing Reception No. 438114.

The surface only to the following described Tracts of Land:

Tract of land in the NE1/4SE1/4, described as follows: Beginning at Corner No. 1, whence the East quarter corner of Section 11 bears North 00°33' West 990 feet distant; thence South 00°33' East 330 feet; thence North 89°50' West 1309 feet; thence North 00°06' West 325 feet; thence South 89°53' East 326 feet; thence North 00°13' West 493 feet; thence South 63°26' East 1098.20 feet to the place of beginning.

Tract of land lying in the S1/2NW1/4SE1/4, described as follows: Beginning at Corner No. 1, whence the East quarter corner of Section 11 bears North 52°37' East 1632.15 feet distant; thence South 00°06' East 326 feet; thence North 89°50' West 1309 feet; thence North 00°21' East 654 feet; thence South 89°56' East 651 feet; thence South 63°04' East 732.92 feet to the place of beginning.

Tract of land lying in the NE1/4SE1/4, described as follows: A strip of land 25 feet on each side of the following described centerline: Beginning at a point which is 185 feet north of the W1/4 corner of the SW1/4, Section 12, Township 14 South, Range 86 West, (a/k/a S1/16 corner 11-12), thence N 82°19' W 105.4 feet to a point representing the point of curve of a 9° curve right; thence by chord deflections on centerline of said curve the following courses and distances to the point of tangent of said curve; N 77°49' W 100 feet; N 73°19' W 100 feet; N 68°49' W 100 feet; thence N 55°19' W 241.75 feet to a point designated as "A" and which point represents the intersection of centerline of tipple with centerline of this right of way for railroad; thence N 55°19' W 193.25 feet to a point representing the point of curve of a 10° curve right; thence by chord deflections on centerline of said curve the following courses and distances; N 50°19' W 100 feet; N 45°19' W 100 feet; N 40°19' W 100 feet; N 35°19' W 100 feet.

Tract of land lying in the NE1/4SE1/4 and S1/2SE1/4, described as follows:

A strip of land 25 feet on each side of the following described centerline: Beginning at a point designated in the foregoing descriptions as "A" and representing the intersection of centerline of tipple and centerline of right of way for railroad spur, thence S 35°41' W 1891.77 feet; thence S 12°56' W 141.3 feet; thence S 39°56' W 54 feet; thence S 85°26' W 41 feet; thence N 73°11' W 162.3 feet; thence S 81°12' W 65 feet; thence S 55°35' W 143.5 feet.

Strip of land across the SW1/4SE1/4 described as follows: Beginning at a point 168 feet East of the S1/4 corner of Section 11, Township 14 South, Range 86 West, thence East 250 feet; thence North 100 feet; thence West 250 feet; thence South 100 feet.

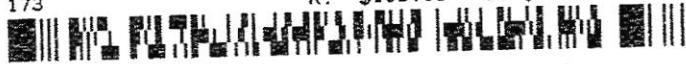
Section 12: S1/2SW1/4, LESS those three tracts of land described as Exceptions to the legal descriptions in that Deed recorded in Book 270 at page 419.

The surface only to two tracts of land located in the NW1/4SW1/4 of said Section 12, more particularly described as follows:

Beginning at Corner No. 1, a point of intersection of the west line of Section 12, with the South right of way line of the spur tract to The Crested Butte Coal Company tipple, whence the West quarter corner of Section 12 bears North 00°33' West

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1157.44 feet distant; thence following the railroad right of way South 82°31' East 224.00 feet; thence South 78°54' East 97 feet; thence South 71°40' East 97 feet; thence South 64°26' East 77.75 feet; thence South 38°01' East 72.50 feet, to a point at the intersection of the railroad right of way South line with the South line of the NW1/4SW1/4 of Section 12; thence North 89°13' West 522.00 feet to a point at the intersection of the South line of the NW1/4SW1/4 of Section 12, with the west line of said Section 12; thence North 00°33' West 162.50 feet on said West section line to the place of beginning.

Fifty foot strip across the NW1/4SW1/4 described as follows: A strip of land 25 feet on each side of the following described centerline: Beginning at a point which is 185 feet north of the W1/4 corner of SW1/4, Section 12, Township 14 South, Range 86 West, thence S 82°19' E 294.6 feet to a point representing the point of tangent of a 10° curve right, thence by chord deflections on centerline of aforesaid curve the following courses and distances to the north line of the S1/2SW1/4, Section 12, S 77°19' E 100 feet; S 72°19' E 100 feet; S 67°19' E 100 feet; S 64°49' E 50 feet.

Section 13: N1/2NW1/4

Section 14: N1/2

Section 15: N1/2N1/2, EXCEPTING THEREFROM that portion platted as Trappers Crossing at Wildcat Phase-II according to the Plat recorded August 22, 1995, bearing Reception No. 461974,

**SAID PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:**

A parcel of land situated in Sections 10, 11, 12, 13, 14 and 15, Township 14 South, Range 86 West of the 6th Principal Meridian, County of Gunnison, State of Colorado, being more particularly described as follows:

Beginning at a U.S.G.L.O. brass cap for the quarter corner common to said Section 12 and said Section 13;  
Thence South 00°34'41" East, a distance of 1325.01 feet to the center-north sixteenth corner of said Section 13;  
Thence North 89°11'28" West, a distance of 2660.79 feet to the north sixteenth corner of said Section 13;  
Thence South 00°33'46" East, a distance of 1321.47 feet to a U.S.G.L.O. brass cap for the quarter corner common to said Section 13 and said Section 14;  
Thence North 89°13'37" West, a distance of 5313.89 feet to a U.S.G.L.O. brass cap for the quarter corner common to said Section 14 and said Section 15;  
Thence North 00°55'16" West, a distance of 1318.72 feet to a U.S.G.L.O. brass cap for the north sixteenth corner common to said Section 14 and said Section 15;  
Thence South 88°17'58" West along the south line of the north half of the north half of said Section 15, a distance of 3324.07 feet to the thread of Baxter Gulch;

Thence northeasterly along said thread the following thirty-five (35) courses:

1. Thence North 56°46'15" East, a distance of 87.43 feet;
2. Thence North 75°13'55" East, a distance of 105.37 feet;
3. Thence North 54°02'14" East, a distance of 84.30 feet;
4. Thence North 72°51'50" East, a distance of 45.18 feet;
5. Thence North 89°40'37" East, a distance of 57.18 feet;
6. Thence North 74°14'18" East, a distance of 100.08 feet;
7. Thence South 75°48'42" East, a distance of 128.72 feet;
8. Thence South 85°20'27" East, a distance of 75.31 feet;
9. Thence North 71°47'51" East, a distance of 76.20 feet;
10. Thence North 55°34'40" East, a distance of 106.07 feet;
11. Thence North 72°26'54" East, a distance of 106.25 feet;
12. Thence North 61°45'26" East, a distance of 164.92 feet;
13. Thence North 42°56'58" East, a distance of 84.84 feet;
14. Thence North 29°44'37" East, a distance of 80.47 feet;
15. Thence North 20°35'28" East, a distance of 81.04 feet;
16. Thence North 29°49'35" East, a distance of 189.33 feet;
17. Thence North 37°24'41" East, a distance of 196.34 feet;

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18. Thence North 44°12'24" East, a distance of 412.43 feet;
19. Thence North 28°33'03" East, a distance of 162.63 feet;
20. Thence North 36°39'45" East, a distance of 134.29 feet;
21. Thence North 13°31'49" East, a distance of 152.67 feet;
22. Thence North 28°59'17" East, a distance of 214.40 feet;
23. Thence North 48°55'52" East, a distance of 107.29 feet;
24. Thence North 40°32'17" East, a distance of 258.77 feet;
25. Thence North 52°34'03" East, a distance of 104.85 feet;
26. Thence North 71°41'22" East, a distance of 298.45 feet;
27. Thence North 79°44'13" East, a distance of 561.12 feet;
28. Thence North 64°23'55" East, a distance of 179.15 feet;
29. Thence North 39°24'27" East, a distance of 456.56 feet;
30. Thence North 60°52'44" East, a distance of 343.37 feet;
31. Thence North 70°23'53" East, a distance of 225.67 feet;
32. Thence South 85°06'07" East, a distance of 362.75 feet;
33. Thence South 75°48'52" East, a distance of 456.17 feet;
34. Thence North 84°11'14" East, a distance of 567.00 feet;
35. Thence North 65°17'10" East, a distance of 554.41 feet to the longitudinal centerline of said

Section 11;

Thence along said centerline North 00°01'16" West, a distance of 254.71 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence South 89°50'10" East, a distance of 679.60 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence South 63°05'07" East, a distance of 733.21 feet to a #4 rebar with tag "LS 6753";

Thence North 89°48'31" East, a distance of 326.69 feet to a #4 rebar with tag "LS 6753";

Thence North 00°20'54" West, a distance of 491.44 feet to a #4 rebar with tag "LS 6753";

Thence South 63°29'53" East, a distance of 1098.06 feet to a #5 rebar and cap "MSC LS 9476";

Thence South 00°36'15" East, a distance of 116.71 feet to a #4 rebar with tag "LS 6753";

Thence South 82°33'23" East, a distance of 232.69 feet to a #4 rebar with tag "LS 6753";

Thence South 78°53'12" East, a distance of 102.03 feet to a #4 rebar with tag "LS 6753";

Thence South 71°46'14" East, a distance of 103.14 feet to a #4 rebar with tag "LS 6753";

Thence South 64°27'48" East, a distance of 92.70 feet to a #4 rebar with tag "LS 6753";

Thence South 38°10'06" East, a distance of 122.88 feet to a #4 rebar with tag "LS 6753";

Thence South 47°57'17" East, a distance of 78.91 feet to a #4 rebar with tag "LS 6753";

Thence South 57°52'24" East, a distance of 95.76 feet to a #4 rebar with tag "LS 6753";

Thence South 67°46'22" East, a distance of 100.78 feet to a #4 rebar with tag "LS 6753";

Thence South 72°42'28" East, a distance of 398.98 feet to a #4 rebar with tag "LS 6753";

Thence South 73°39'23" East, a distance of 141.63 feet to a #4 rebar with tag "LS 6753";

Thence South 73°37'44" East, a distance of 658.35 feet to a #4 rebar with tag "LS 6753";

Thence South 73°35'00" East, a distance of 243.12 feet to a #4 rebar with tag "LS 6753";

Thence North 45°28'16" West, a distance of 45.07 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 44°46'00" West, a distance of 109.95 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 37°30'54" West, a distance of 111.13 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 30°55'07" West, a distance of 110.96 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 24°22'15" West, a distance of 93.93 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 21°12'29" West, a distance of 108.85 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence North 14°12'03" West, a distance of 58.11 feet to a #4 rebar with tag "LS 6753";

Thence South 88°19'09" East, a distance of 208.94 feet to a #4 rebar with tag "LS 6753";

Thence South 20°59'04" East, a distance of 89.26 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence South 24°27'30" East, a distance of 78.11 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence South 30°55'46" East, a distance of 89.84 feet;

Thence South 37°28'29" East, a distance of 89.84 feet;

Thence South 44°01'11" East, a distance of 96.83 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";

Thence South 47°12'22" East, a distance of 394.49 feet to a #5 rebar and cap "DH SURVEYS PLS 20677";



Thence South 48°33'42" East, a distance of 88.07 feet to a #4 rebar with tag "LS 6753";  
Thence South 00°16'43" East, a distance of 623.32 feet to the Point of Beginning.

~~INCLUDING THEREIN~~ the south half of the southeast quarter of said Section 11.

AND TOGETHER WITH those two portions of the south half of the southeast quarter of said Section 11 described as follows:

Commencing at the U.S.G.L.O. brass cap for the quarter corner common to said Section 11 and said Section 14:

Thence South 89°27'41" East, a distance of 168.00 feet to the Point of Beginning;

Thence North 00°32'19" East, a distance of 100.00 feet;

Thence South 89°27'41" East, a distance of 250.00 feet;

Thence South 00°32'19" West, a distance of 100.0 feet to the south line of said Section 11;

Thence along said south line North 89°27'41" West, a distance of 250.00 feet.

AND that portion, lying within the said south half of the southeast quarter of Section 11, of a fifty-foot strip of land described by centerline as follows:

Commencing at a #6 rebar with 3 1/4" aluminum cap "THOMPSON-LANGFORD CORP. PLS 18480" for the south sixteenth corner common to said Section 11 and said Section 12;

Thence along the north line of said south half of the southeast quarter of Section 11 North 89°30'43" West, a distance of 881.61 feet to the Point of Beginning.

Thence South 35°04'45" West, a distance of 1392.17 feet;

Thence South 12°19'45" West, a distance of 141.30 feet;

Thence South 39°19'45" West, a distance of 54.00 feet;

Thence South 84°49'45" West, a distance of 41.00 feet;

Thence North 73°47'15" West, a distance of 162.30 feet;

Thence South 80°35'45" West, a distance of 65.00 feet;

Thence South 54°58'45" West, a distance of 143.50 feet to the Point of Termination.

Township 14 South, Range 86 West, 6th P.M.

Section 11: Tract of land lying in the NE1/4SE1/4, described as follows:

A strip of land 25 feet on each side of the following described centerline: Beginning at a point which is 185 feet north of the SW1/4 corner of the SW1/4, Section 12, Township 14 South, Range 86 West, (a/k/a S1/16 corner 11-12), thence N 82°19' W 105.4 feet to a point representing the point of curve of a 9° curve right; thence by chord deflections on centerline of said curve the following courses and distances to the point of tangent of said curve; N 77°49' W 100 feet; N 73°19' W 100 feet; N 68°49' W 100 feet; thence N 55°19' W 241.75 feet to a point designated as "A" and which point represents the intersection of centerline of tipple with centerline of this right of way for railroad; thence N 55°19' W 193.25 feet to a point representing the point of curve of a 10° curve right; thence by chord deflections on centerline of said curve the following courses and distances: N 50°19' W 100 feet; N 45°19' W 100 feet; N 40°19' W 100 feet; N 35°19' W 100 feet.

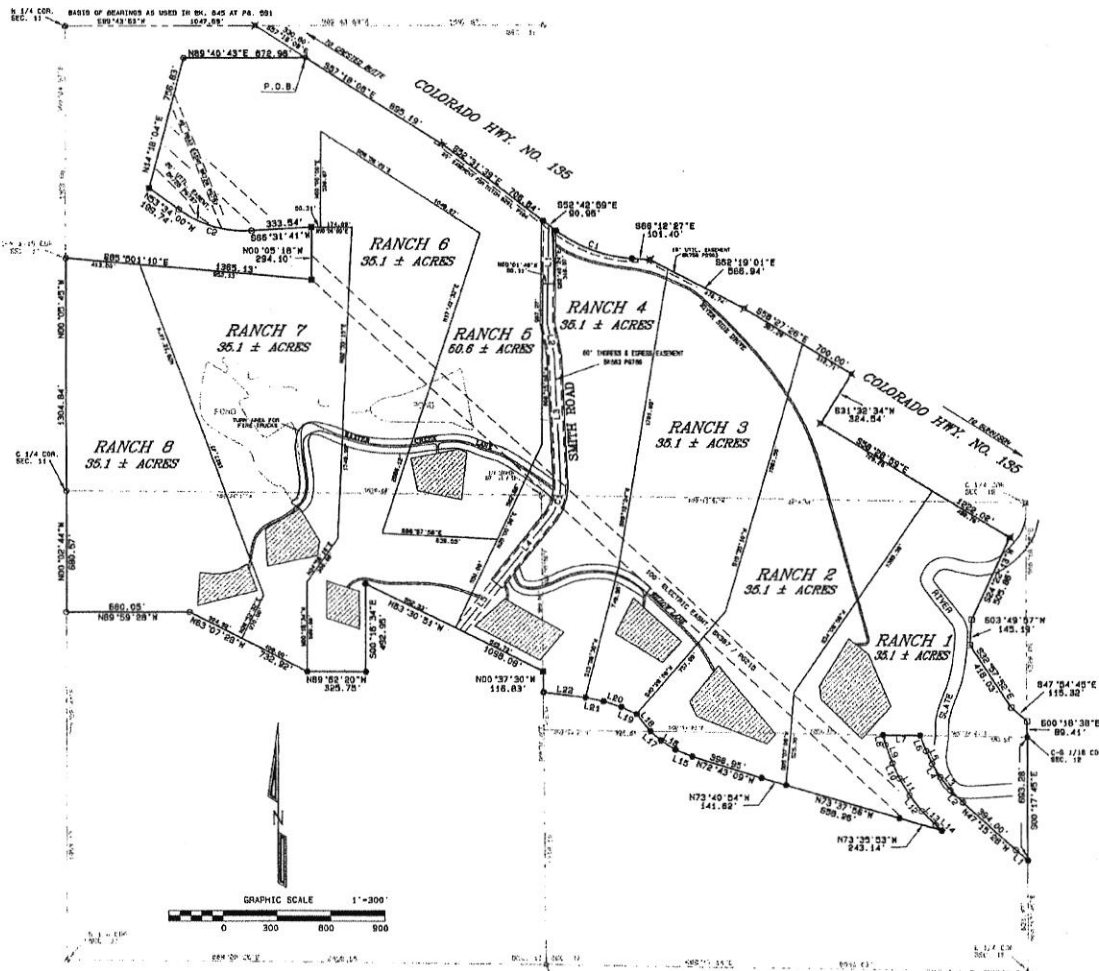
County of Gunnison,  
State of Colorado.

Recorder's Note: Poor Legibility On  
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# WHETSTONE MOUNTAIN RANCH

E 1/2 SEC. 11 & W 1/2 SEC. 12, T14S, R86W, 6th P.M.



## LEGEND

- U.S.G.L.C. BRASS CAP
- FD. 1 1/2" SQUARE IRON BAR
- ✕ TO BE SET 3 1/4" ALUM. MON. BY C.D.O.T.
- FD. #4 REBAR W/TAS LB 6753
- FD. #5 REBAR W/CAP MARKED ALPINE SURVEY LB 23002
- FD. #8 REBAR W/CAP MARKED H.S.C. LB 0478
- ▲ FD. ANGLE IRON
- FD. 3/4" IRON BAR
- TO BE SET #5 REBAR W/2" ALUM. CAP STAMPED D H SURVEYS LB 20677
- TO BE SET 3 1/4" ALUM. MONUMENT STAMPED D H SURVEYS LB 20677
- CANALS AND DITCHES



## EXTERIOR BOUNDARY

L/C	DELTA	RADIUS	ARC	CH. BRG.	CHORD
C1	33°03'18"	766.30'	253.23'	N62°32'05"W	246.85'
L1		88.00'	843°08'28"E		
L2		87.50'	843°08'28"E		
L3		90.00'	837°27'26"W		
L4		90.00'	830°46'24"E		
L5		78.00'	824°23'28"W		
L6		85.00'	821°05'28"E		
L7		207.30'	N89°11'49"W		
L8		87.81'	S14°26'28"E		
L9		209.00'	N21°05'28"W		
L10		84.00'	S24°29'28"E		
L11		111.00'	N30°05'28"W		
L12		111.00'	S37°27'28"E		
L13		111.00'	N43°09'28"W		
L14		44.08'	N47°31'18"W		
L15		100.82'	S57°47'30"E		
L16		85.82'	N57°08'10"W		
L17		78.53'	S47°08'31"E		
L18		122.91'	N38°10'03"W		
L19		92.66'	S24°27'53"E		
L20		103.22'	N71°49'03"W		
L21		101.88'	S78°04'37"E		
L22		232.62'	N68°27'33"W		
C2	39°02'00"	614.00'	427.40'	S73°31'29"E	410.62'

## CENTER LINE ROAD BASEMENT

L/C	DELTA	RADIUS	ARC	CH. BRG.	CHORD
L1		556.72'	S00°39'10"W		
L2		174.48'	S12°09'57"E		
L3		715.87'	S02°49'30"E		
C1	45°33'13"	300.00'	212.34'	S18°17'35"W	207.93'
L4		415.54'	S28°20'57"W		
L5		390.78'	S38°20'57"W		

## WHETSTONE MOUNTAIN RANCH

LOCATED IN THE  
E 1/2 SEC. 11 & W 1/2 SEC. 12, T14S, R86W, 6th P.M.

**D H SURVEYS INC.**  
118 OURAY AVE. GRAND JUNCTION, CO.  
(970) 245-8740

DESIGNED BY: N.M.D. CHECKED BY: S.L.M. JOB NO.: 535-00-01  
DRAWN BY: THOEL DATE: MARCH 2001 SHEET: 2 OF 2

S Dominguez Gunnison County, CO 582562  
03/07/2008 12:07 PM P9: 15 of 19  
173 R: \$106.00 D: \$0.00





**EXHIBIT C**

**Legal Descriptions of Whetstone Mountain Ranch Properties by Owner**

<b>PROPERTY OWNER NAME</b>	<b>LEGAL DESCRIPTION</b>
Sterling E. Doster Melinda B. Doster	Ranch 1, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado
Jonathan D. Reichlin Lisa M. Bardarson	Ranch 2, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado
Theodore Colvin	Ranch 4, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado
Brian J. Logue Cathey Logue	Ranch 5 LESS 7.70 AC TRACT WHETSTONE MOUNTAIN RANCH #556469 #565042
Douglas V. Kroft Regina A. Kroft	59.54 AC TRACT IN SE4SW4, SW4SE4 SEC 2 & N2 SEC 11 7 7.70 AC TRACT WITHIN RANCH 5 WHETSTONE MTN RANCH 14S86W B658 P930 B712 P221, 217, 219 #542448 #546369 #553794
Theodore Colvin	Ranch 6, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado

**EXHIBIT D**  
**Legal Descriptions of Whetstone Mountain Ranch Properties by Smith Ranch LLC**

OWNER	LEGAL DESCRIPTION
Smith Ranch LLC	Ranch 3, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado
Smith Ranch LLC	Ranch 7, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado
Smith Ranch LLC	Ranch 8, WHETSTONE MOUNTAIN RANCH, according to the Plat thereof recorded April 30, 2001, bearing Reception No. 510276, County of Gunnison, State of Colorado

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173 R: \$106.00 D: \$0.00



EXHIBIT E

11/19/07  
PAGE 1 OF 2

A 60 foot wide ACCESS EASEMENT located within the W1/2 W1/2 Section 12 and the NE1/4 SE1/4 Section 11, Township 14 South, Range 86 West of the 6th P.M. also being over and across portions of Ranches 4 and 5 of Whetstone Mountain Ranch, County of Gunnison, State of Colorado. Said easement runs from the westerly right-of-way of State Highway 135 to the southerly boundary of Whetstone Mountain Ranch. The center line of said access easement being described as follows:

Commencing at the NW corner of said Ranch 4; thence N52°42'59"W a distance of 25.90 feet to the POINT OF BEGINNING, said point being on said right-of-way line

said point also being the beginning of a non-tangent curve to the left; thence along the arc a distance of 65.86 feet, said curve having a radius of 154.99 feet and a central angle of 24°20'50", a chord bearing of S09°23'37"E and a chord of 65.37 feet; thence S21°34'02"E a distance of 77.64 feet; to a point of curve to the right; thence along the arc a distance of 84.98 feet, said curve having a radius of 259.99 feet and a central angle of 18°43'39", a chord bearing of S12°12'13"E and a chord of 84.80 feet; thence S02°50'23"E a distance of 61.97 feet; to a point of curve to the right; thence along the arc a distance of 95.32 feet, said curve having a radius of 259.99 feet and a central angle of 21°00'19", a chord bearing of S07°39'47"W and a chord of 94.78 feet; thence S18°09'56"W a distance of 64.11 feet; to a point of curve to the left; thence along the arc a distance of 137.34 feet, said curve having a radius of 289.99 feet and a central angle of 27°08'08", a chord bearing of S04°35'52"W and a chord of 136.06 feet; thence S08°58'12"E a distance of 94.37 feet; thence S04°32'14"E a distance of 471.46 feet; thence S00°46'20"E a distance of 294.35 feet; to a point of curve to the right; thence along the arc a distance of 197.67 feet, said curve having a radius of 299.99 feet and a central angle of 37°45'11", a chord bearing of S18°06'16"W and a chord of 194.11 feet; thence S36°58'51"W a distance of 276.34 feet; thence S40°31'46"W a distance of 398.12 feet; to a point of curve to the left; thence along the arc a distance of 35.29 feet, said curve having a radius of 299.99 feet and a central angle of 06°44'24", a chord bearing of S37°09'34"W and a chord of 35.27 feet; thence S33°47'23"W a distance of 125.73 feet to a point on the northerly boundary of Hidden Mine Ranch. Said point being S63°29'22"E 10.78 feet from the common corner of Ranches 4 and 6, Whetstone Mountain Ranch.

Two 10 foot wide SNOW STORAGE ESEMENTS located within the W1/2 W1/2 Section 12 and the NE1/4 SE1/4 Section 11, Township 14 South, Range 86 West of the 6th P.M. also being over and across portions of Ranches 4, 5 and 6 of Whetstone Mountain Ranch, County of Gunnison, State of Colorado. Said easements run adjacent to and outside of each side of the above describe access easement from the westerly right-of-way of State Highway 135 to the southerly boundary of Whetstone Mountain Ranch.

A 15 foot wide UTILITY EASEMENT located within the W1/2 W1/2 Section 12 and the NE1/4 SE1/4 Section 11, Township 14 South, Range 86 West of the 6th P.M. also being over and across portions of Ranches 4 of Whetstone Mountain Ranch, County of Gunnison, State of Colorado. Said easement runs adjacent to and inside of easterly side of the above describe access easement from the westerly right-of-way of State Highway 135 to the southerly boundary of Whetstone Mountain Ranch.

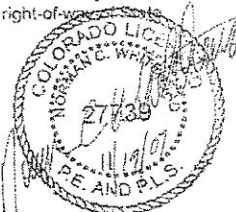
Bearings based on Whetstone Mountain Ranch plat.

NCW & Associates, Inc.

P.O. Box 3688

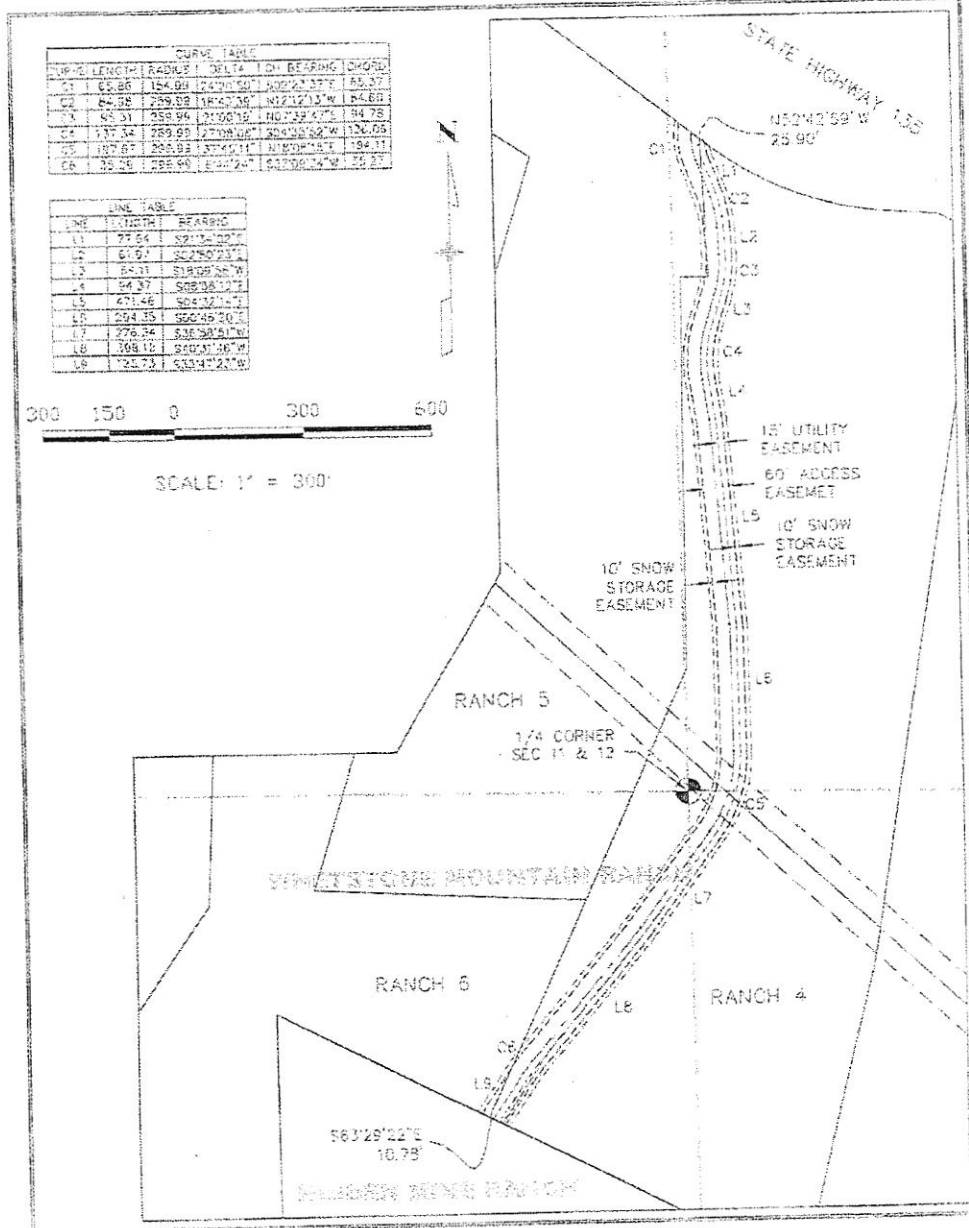
Crested Butte, Colorado 81224

Tel. (970) 348-6084



NORMAN C. WHITEHEAD  
REGISTERED LAND SURVEYOR  
COLORADO L.S. 27739

EXHIBIT E



Recorder's Note: Poor Legibility On  
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