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ALAN SPRIGGS
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5-12634

CLOSING AGREEMENT ON PURCHASE OF REAL PROPERTY
CREATING CERTAIN RESTRICTIVE COVENANTS,
OPTION RIGHTS, LICENSES AND OTHER INTERESTS IN
REAL PROPERTY AND AGREEMENT WITH RESPECT TO
USE OF WATER

between

DAVID K. RICHARDS and SHARON P. RICHARDS

"SELLER"

and

BARRY TODD MILLER and JOAN ELLEN MILLER

"BUYER"

CLOSING AGREEMENT ON PURCHASE OF REAL PROPERTY
CREATING CERTAIN RESTRICTIVE COVENANTS,
OPTION RIGHTS, LICENSES AND OTHER INTERESTS IN
REAL PROPERTY AND AGREEMENT WITH RESPECT TO
USE OF WATER

THIS AGREEMENT made and entered into as of this 22nd day of December, 1989, by and between DAVID K. RICHARDS and SHARON P. RICHARDS, his wife, ("Seller") and BARRY TODD MILLER and JOAN ELLEN MILLER, his wife, ("Buyer").

RECITALS

A. The parties have this day concluded the sale by Seller and the purchase by Buyer of certain real property located in Summit County, Utah and particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

B. As part of a Purchase and Sale Agreement entered into between the parties, under date of November 18, 1989 ("the Purchase and Sale Agreement"), each made certain covenants and agreements with the other to survive the closing which agreements create and affect interests in real property or specific water rights.

C. This Agreement shall evidence the covenants and agreements made by the parties as part of the Purchase and Sale Agreement, and, when recorded, shall give notice to third parties of the various rights and interests in real estate set forth herein.

NOW THEREFORE in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as set forth herein.

AGREEMENT

1. Restrictive Covenants - Preserve Area.

Buyer and Seller collectively own a certain tract of land particularly described in Part 1 of Exhibit "B" attached hereto (herein "the Preserve. Buyer is the owner of that portion of said Tract particularly described in Part 2 of Exhibit "B" and Seller is the owner of that portion of said Tract particularly described in Part 3 of Exhibit "B". With respect to that portion of the land owned by each party, such party as covenantor, agrees with the other party as covenantee for the benefit of all parties and for the benefit of the entire Tract described as Part 1 and each separate parcel described in Parts 2 and 3 of Exhibit "B" as follows:

A. No road, fence, building or other structure of any type shall be constructed, erected or permitted to be or remain on the Preserve Area;

B. No live tree, foliage or other natural growth shall at any time be destroyed, altered or removed from the Preserve Area; and

C. The Preserve Area shall remain in it's natural primitive state as a scenic buffer and preserve area and shall not be occupied or used for any purpose of any owner except livestock grazing.

D. In the event either party shall sell and convey his interest in property located in the Preserve Area and the other party shall fail to elect to exercise his first refusal right to purchase the same, or in the event it shall become necessary for purposes of livestock control, then either party at such party's option shall have the right to fence the property within the Preserve Area along the common boundary line of the adjoining property owners. In the event the property be fenced pursuant to this Agreement, the parties shall agree upon the design for the fence and shall share the cost of erecting the same. The Preserve Area shall be maintained in a clean and orderly condition. No provisions of this Agreement shall prevent the removal of dead trees and foliage, trash or refuse.

The foregoing provisions are intended and shall be deemed to be covenants running with the land, each for the benefit of the land of the covenantee, and shall benefit and be binding upon each successive owner during his ownership of land within the Preserve Area or any portion of such land affected thereby and shall also be binding upon each person having any interest therein derived through any owner thereof.

2. Seller's Right of First Refusal To Purchase. Buyer shall not sell the property described on Exhibit "A" or any part thereof or any interest therein without first giving written notice thereof to Seller, which notice is herein-after referred to as the "Notice of Sale". The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a photocopy of a bona fide offer and counter-offer, if any, duly executed by both Buyer and the prospective purchaser. For a period of 30 days after receipt by Seller of the Notice of Sale, Seller shall have the right to give written notice to Buyer of Seller's exercise of Seller's right to purchase the property, or the interest proposed to be sold, on the same terms, price and conditions as set forth in the Notice of Sale. In the event that Buyer does not receive written

notice of Seller's exercise of the right herein granted within said 30 day period, there shall be a conclusive presumption that Seller has elected not to exercise Seller's right hereunder and Buyer may sell the property or the interest proposed to be sold on the same terms as set forth in the Notice of Sale. In the event that Seller declines to exercise it's right of first refusal after receipt of the Notice of Sale, and thereafter Buyer and the prospective purchase modify the (i) sales price, (ii) the amount of down-payment, or (iii) the interest charged, or in the event the sale is not consummated within 6 months of the date of the Notice of Sale then Seller's right of first refusal shall reapply to said transaction as of the occurrence of any of the aforementioned events.

3. Buyer's Right of First Refusal to Purchase. Seller shall not at any time sell any interest in any property owned by Seller described on Exhibit "C" attached hereto or any part thereof or any interest therein, without first giving written notice thereof to Buyer, which notice is hereafter referred to as the "Notice of Sale". The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a photo copy of a bona fide offer and counter-offer, if any, duly executed by both Seller and the prospective purchaser. For a period of 30 days after receipt by Buyer of the Notice of Sale, Buyer shall have the right to give written notice to Seller of Buyer's exercise of Buyer's right to purchase the property, or the interest proposed to be sold, on the same terms, price and conditions as set forth in the Notice of Sale. In the event that Seller does not receive written notice of Buyer's exercise of the rights herein granted within said 30 day period, there shall be a conclusive presumption that Buyer has elected not to exercise Buyer's rights hereunder, and Seller may sell the property, or the interest proposed to be sold, on the same terms set forth in the Notice of Sale. In the event that Buyer declines to exercise it's first right of refusal after receipt of the Notice of Sale, and thereafter Seller and the prospective purchase shall modify (i) the sales price, (ii) the amount of down payment or (iii) the interest charged, or in the event that the sale is not consummated within six months of the date of the Notice of Sale, then Buyer's right of first refusal shall reapply to said transaction as of the occurrence of any of the aforementioned events.

4. Tenancy In Common Agreement. Seller and Buyer as Tenants in Common are owners of the 40 acre parcel particularly described as Parcel 2 on Exhibit "A" (herein sometimes called "the 40 acre parcel"). Seller is the owner of an undivided 7/8ths interest in said parcel and Buyer is the owner of an undivided 1/8th interest in said parcel. At any time following the execution of this Agreement, Buyer may apply to Summit County for a building permit for the

construction of a cabin on a site selected by Buyer within the boundaries of the said 40 acre parcel. Seller agrees to cooperate with Buyer in the application for said building permit as shall be required to demonstrate that applicant has complied with the 40 acre minimum lot size requirement to satisfy existing zoning regulations. All improvements constructed by Buyer shall be and remain the separate property of Buyer and Buyer shall have the right to the sole and exclusive possession of such improvements and the immediate land upon which such improvements are located. Neither party shall encumber his interest in the 40 acre parcel, so long as any part thereof is owned jointly by Buyer and Seller. The parties have agreed upon provisions for the partition of their interests in the 40 acre parcel, which provisions are set forth in Paragraph 6.1.9 of the Purchase and Sale Agreement and each party hereby expressly agrees to be bound by the terms and provisions therein set forth. The covenants and agreements of the parties herein set forth are covenants running with the said 40 acre parcel and shall benefit and be binding upon each successive owner during the joint ownership of the said 40 acre parcel.

5. License to Landscape and Make Certain Aesthetic Improvements. Seller hereby grants to Buyer a non-exclusive license to construct ponds, plant trees and landscape those portions of Seller's property immediately adjoining Neil Creek adjacent to Buyer's East property line in the South half of Section 31, T1N, R7E. The property which is the subject of this license extends from the center line of Neil Creek East to the West line of Seller's existing access road which parallels Neil Creek, and extends Northerly from the North bank of the Weber River to the half section line of said Section 31. All construction, planting and landscape work performed by Buyer pursuant to this license shall be in accordance with plans approved by Seller in advance of commencement of the work. Buyer is granted the right to improve and maintain all improvements, planting and landscaping installed by Buyer. Seller shall have the right to terminate this license for cause in the event Buyer shall fail to perform the work contemplated by this license in accordance with approved plans for the same or shall fail to reasonably maintain any improvements, planting or landscaping installed by Buyer. The granting of this license shall not create any obligation on the part of Buyer to avail himself of the privileges thereof or the affirmative duty to perform any work pursuant thereto.

6. Seller's Option to Repurchase Buyer's Interest in 40 Acre Parcel. Buyer is the owner of an undivided 1/8th interest in and to that certain 40 acre parcel particularly described as Parcel B on Exhibit "A". In the event Seller shall offer for sale his ownership interest in Section 25, T1N, R6E, either separately or as part of a larger tract of land or shall enter into negotiations for the sale of the

same, Seller shall offer the said property subject to Buyer's interest in the said 40 acre parcel which parcel is a part of said Section 25. In event, however, Seller shall receive an offer for the purchase of said Section 25 conditioned upon the prospective purchaser's acquisition of the Buyer's interest in the said 40 acre parcel, and in the event Buyer shall not elect to exercise his first refusal right to purchase under Paragraph 3 of this Agreement, then Seller shall have the right and option to purchase Buyer's interest in the said 40 acre parcel, whether such interest be an undivided 1/8th interest in the 40 acre parcel or (in the event of a partition) a full fee interest in a smaller parcel located within the boundaries of the said 40 acre parcel. The purchase price for Buyer's interest shall be determined as follows:

A. In the event no improvements have been constructed by Buyer, then the purchase price shall be the sum of \$4,000.

B. In the event improvements have been constructed by Buyer, then the purchase price shall be determined by mutual agreement of Seller and Buyer or if no such agreement is achieved, then each party shall select a real estate broker and the two brokers so selected shall determine the purchase price based upon the fair market value of Buyer's interest in the real estate and all improvements constructed thereon. If the two brokers so selected are unable to agree upon the value of the property, they shall select a third broker, which broker shall determine the value for purposes of this Agreement. In no event shall the purchase price exceed the sum of \$120,000.

The purchase price so determined shall be payable in cash at closing. In no event shall Buyer be obligated to sell Buyer's interest in the 40 acre parcel prior to the expiration of three years from the date of this Agreement. If the construction of a cabin has been commenced by Buyer prior to the date of the Seller's sale of the Section 25 property, Buyer shall not be required to surrender possession of the Property prior to seven (7) years from the date of execution of this Closing Agreement.

7. Agreement With Respect to the Use of Certain Water Rights. Buyer and Seller each own an undivided one-half interest of the following described water right on file with the Utah Division of Water Rights:

Right No. 35 8679 for .7600CFS in Neel [Neil] Creek for irrigation and stock watering purposes.

With respect to the use of water evidenced by the above described water rights, the parties have and do hereby agree as follows:

A. Seller may continue the use of the existing diversion dam and pipeline for irrigation of farm lands on the South side of the county road and may maintain repair and replace the same but shall not enlarge the size of the diversion dam or the pipeline. At the option of Buyer, the pipeline from the diversion dam shall be closed at the dam between July 1 and July 10 inclusive of each year so that the stream flow will go down Neil Creek for use by Buyer.

B. Buyer shall have the use of all water in the Neil Creek Channel below the diversion dam into the Neil Creek stream channel except such as is necessary to replenish the existing pond near the old cabin and Seller shall make no consumptive use of such water.

C. Seller may continue to use the existing spring collection system and culinary pipeline originating in the West tributary of Neil creek (Section 25) as a water source for Seller's subdivision south of the county road. Seller may enlarge the collection system for the spring but shall not increase the size of the transmission line. If Seller shall file an application for a point of diversion and use of the water for said spring development, Buyer shall not protest said application.

D. Buyer shall have the right to construct a diversion dam below the point of Seller's diversion dam.

8. Certain Reciprocal Revocable Licenses. Each party as Grantor has granted certain reciprocal licenses granting to the other as Grantee limited rights to use and enjoy certain property owned by the Grantor. The rights and obligations of the parties pursuant to said reciprocal licenses are particularly set forth in Paragraph 6.1.7 of the Purchase and Sale Agreement. The limited rights granted by said reciprocal licenses are terminable by either party at will and without cause on written notice.

9. Heirs and Assigns. Except as otherwise provided for in this Agreement, the heirs, assigns, grantees and

successors in interest to the parties hereto shall be entitled to the benefits of and shall be bound by the burdens of this Agreement.

10. Enforcement. The rights and interests granted by this Agreement and the limitations, covenants, and conditions herein set forth relate to specific parcels of real property and interests in specific water rights and each party acknowledges that said rights are unique and are and shall be enforceable by an equitable action for specific performance in addition to any other remedy available at law. In the event it shall be necessary for any party to this Agreement to commence an action for the enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recover all of such party's costs of suit, including reasonable attorney's fees.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:



David K. Richards



Sharon P. Richards

BUYER:



Barry Todd Miller

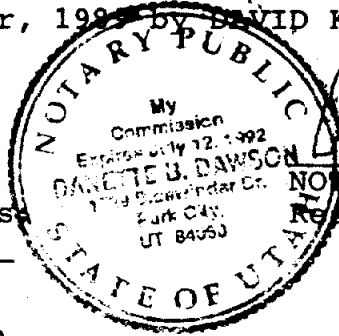


Joan Ellen Miller

STATE OF UTAH)
 : ss.
County of Summit)

The foregoing instrument was acknowledged before me this

22nd day of December, 1989, by DAVID K. RICHARDS and SHARON P. RICHARDS, his wife.



[Signature]

My Commission Expires July 12, 1992

NOTARY PUBLIC
Residing at: Heber, Ut.

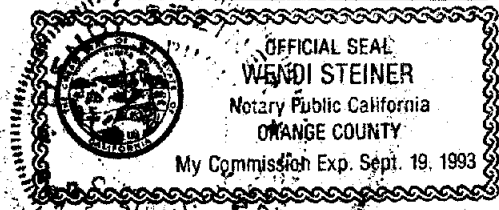
STATE OF CALIFORNIA)
County of ORANGE) : ss.

The foregoing instrument was acknowledge before me this 23 day of December, 1989, by BARRY TODD MILLER and JOAN ELLEN MILLER, his wife.

My Commission Expires: Sept. 19, 93

[Signature]

NOTARY PUBLIC
Residing at: Laguna Beach CA



CLOSING AGREEMENT
EXHIBIT "A"

Parcel "A"

Beginning at a brass cap, which is the southeast corner of Section 36, T. 1 N., R. 6 E., S.L.B. & M.; thence West 5290.89 ft. along the south line of said section 36 to a brass cap at the southwest corner of said section; thence N.0°03'15"W. 3,648.48 ft. along a fence line to a 40 acre line; thence East 2,593.55 ft. along said 40 acre line; thence N.59°48'34"E. 667.36 ft. to the intersection of 3 roads; thence continuing N.59°48'34"E. 2,471.58 ft. to a corner stone at the northwest corner of Section 31, T. 1 N., R. 7 E., S.L.B. & M.; thence S.00°08'08"W. 2,613.50 ft. along the west line of said section to the west quarter corner; thence N.89°08'40"E. 3,388.53 ft. along the quarter section line to a point in the center line of Neil Creek; thence in a southeasterly direction along said center line the following 23 courses:

S.06°06'12"E.	41.23	ft.,	S.10°37'24"W.	30.61	ft.,
S.34°53'02"W.	34.71	ft.,	S.16°07'42"E.	35.61	ft.,
S.11°38'56"W.	39.10	ft.,	S.35°01'05"E.	15.32	ft.,
S.27°17'54"E.	27.90	ft.,	S.08°37'22"E.	35.27	ft.,
S.68°21'59"W.	9.91	ft.,	S.04°23'20"E.	23.32	ft.,
S.35°21'19"W.	30.73	ft.,	S.07°43'40"W.	46.70	ft.,
S.01°13'20"W.	37.66	ft.,	S.09°05'09"E.	71.14	ft.,
S.08°43'34"W.	66.80	ft.,	S.00°48'36"E.	62.78	ft.,
S.13°57'25"E.	63.87	ft.,	S.02°52'48"E.	48.57	ft.,
S.23°27'04"W.	47.26	ft.,	S.02°45'56"W.	64.94	ft.,
S.19°12'58"E.	75.27	ft.,	S.05°04'03"W.	34.50	ft.

and S.34°58'23"E. 17.16 ft.; thence S.38°17'08"E.

280.71 ft. to a point on the southeasterly bank of the Weber River; thence S.11°01'44"E. 30.92 ft.; thence S.52°27'31"W. 47.72 ft. to a point 50.0 ft. perpendicularly distant southerly from the southerly bank of the Weber River and also 50.0 ft. perpendicularly distant westerly from the Richards access road; thence westerly and southerly along a line parallel to and 50.0 ft. southerly and easterly from the southerly and easterly bank of the Weber River the following 11 courses:

S.76.04'44"W.	9.94	ft.,	S.85°17'32"W.	38.12	ft.,
N.79°19'28"W.	69.15	ft.,	S.86°49'19"W.	113.60	ft.,
S.41°01'16"W.	40.52	ft.,	S.31°05'34"W.	98.74	ft.,
S.24°16'04"W.	28.84	ft.,	S.01°54'15"W.	176.06	ft.,
S.12°32'34"W.	84.92	ft.,	S.06°08'27"W.	134.80	ft.,

and S.17°56'07"W. 28.11 ft. to a point on the northerly right of way line of the county road; thence N.79°28'31"W. 80.67 ft. along said northerly right of way line to a point on the center line of the Weber River; thence southerly and westerly along said center line the following 14 courses:

S.17°56'07"W.	123.88	ft.,	S.14°58'47"W.	86.47	ft.,
S.35°10'54"W.	173.62	ft.,	S.73°23'06"W.	255.79	ft.,
S.71°42'47"W.	72.04	ft.,	S.67°24'42"W.	190.95	ft.,
S.46°11'05"W.	106.83	ft.,	S.48°37'10"W.	200.97	ft.,
N.87°21'49"W.	171.94	ft.,	S.87°44'20"W.	56.59	ft.,
S.76°27'36"W.	170.25	ft.,	S.62°10'22"W.	81.42	ft.,

S.43°24'28"W. 142.62 ft., S.69°58'22"W. 21.57 ft. to a point on the south line of said Section 31; thence S.89°19'37"W. 1,633.94 ft. along said south line to the point of beginning, containing 677.6888 acres, less 3.6935 acres in the existing county road right of way. Net area 673.9954

Parcel "B"

Beginning at a point 3585.56 ft. N.12°07'02"W. from the northwest corner of Section 31, T. 1 N., R. 7 E., S.L.B. & M.; thence West 1320.00 ft.; thence North 1320.00 ft.; thence East 1320.00 ft.; thence South 1320.00 ft. to the point of beginning, containing 40.000 acres.

Note: Basis for bearing is the west line of Section 31, which bears N.00°08'03"W. from the southwest corner to the northwest corner.

EXHIBIT "B" TO CLOSING AGREEMENT

Part 1

Combined Legal Description - Preserve Area

Beginning at a point on the northerly right of way line of a county road which point is 3,175.66 ft. N.89°19'37"E. along the section line and 869.53 ft. north from the southwest corner of Section 31, T. 1 N., R. 7 E., S.L.B. & M.; thence N.79°28'31"W. 50.42 ft. along said northerly right of way line to a point on the easterly bank of the Weber River; thence Northerly and Easterly along said bank the following 12 courses:

N.79°28'31"W. 50.42 ft., N.17°56'07"E. 29.45 ft.,
N.06°08'27"E. 132.43 ft., N.12°32'34"E. 83.06 ft.,
N.01°54'15"E. 181.29 ft., N.24°16'04"E. 41.70 ft.,
N.31°05'34"E. 106.06 ft., N.41°01'16"E. 65.98 ft.,
N.86°49'19"E. 140.80 ft., S.79°19'28"E. 68.47 ft.,
N.85°17'32"E. 27.34 ft., N.76°04'45"E. 55.12 ft.,

and N.68°30'54"E. 13.26 ft., to a point on the westerly side line of an access road ft.; thence Southerly along said side line the following 9 courses:

S.11°01'44"E. 50.13 ft.; S.02°09'21"W. 26.53 ft. to a point on the arc of a 317.45 foot-radius curve to the right, the center of which bears N.62°43'32"W.; Southerly 116.63 ft. along the arc of said curve through a central angle of 21°02'59", to a point of reverse curve for a 467.20 foot-radius curve to the left; Southerly 204.80 ft. along the arc of said curve through a central angle of 25°06'57", to a point of reverse curve for a 255.00 foot-radius curve to the right; Southerly 69.26 ft. along the arc of said curve through a central angle of 15°33'43"; S.38°46'15"W. 53.36 ft. to a point of tangency with a 124.95 foot-radius curve to the left; Southerly 82.36 ft. along the arc of said curve through a central angle of 37°45'50"; S.01°00'26"W. 62.47 ft.; S.03°33'46"W. 73.75 ft. to a point on the northerly right of way line of said county road, which is also on the arc of a 309.83 foot-radius curve to the right, the center of which bears N.00°55'19"E.; thence Westerly 51.93 ft. along the arc of said curve through a central angle of 9°36'11"; thence N.79°28'31"W. 80.24 ft. along said right of way line to the point of beginning, containing 3.6039 acres.

Part 2

Miller Parcel Legal Description - Preserve Area

Beginning at a point on the northerly right of way line of a county road which point is 3,175.66 ft. N.89°19'37"E. along the section line and 869.53 ft. north from the southwest corner of Section 31, T. 1 N., R. 7 E., S.L.B. & M.; thence N.79°28'31"W. 50.42 ft. along said northerly right of way line to a point on the easterly bank of the Weber River; thence Northerly and Easterly along said river bank the following 11 courses:

N.17°56'07"E. 29.45 ft., N.06°08'27"E. 132.43 ft.,
N.12°32'34"E. 83.06 ft., N.01°54'15"E. 181.29 ft.,
N.24°16'04"E. 41.70 ft., N.31°05'34"E. 106.06 ft.,
N.41°01'16"E. 65.98 ft., N.86°49'19"E. 140.80 ft.,
S.79°19'28"E. 68.47 ft., N.85°17'32"E. 27.34 ft.,
and N.76°04'45"E. 51.20 ft.; thence leaving said river

bank S.11°01'44"E. 30.92 ft.; thence S.52°27'31"W. 47.72 ft. to a point 50.0 ft. perpendicularly distant southerly from the southerly bank of the Weber River and also 50.0 ft. perpendicularly distant westerly from the center line of the Richards access road; thence Westerly and Southerly along a line parallel to and 50.0 ft. distant southerly and easterly from the southerly and easterly bank of said river the following 11 courses:

S.76°04'45"W. 9.94 ft., S.85°17'32"W. 38.12 ft.,
N.79°19'28"W. 69.15 ft., S.86°49'19"W. 113.60 ft.,
S.41°01'16"W. 40.52 ft., S.31°05'34"W. 98.74 ft.,
S.24°16'04"W. 28.84 ft., S.01°54'15"W. 176.06 ft.,
S.12°32'34"W. 84.92 ft., S.06°08'27"W. 134.80 ft.;

and S.17°56'07"W. 28.11 ft. to the the point of beginning, containing 1.0198 acres.

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Part 3

Richards Parcel Legal Description - Preserve Area

Beginning at a point on the northerly right of way line of a county road which point is 3,175.66 ft. N.89°19'37"E. along the section line and 869.53 ft. north from the southwest corner of Section 31, T. 1 N., R. 7 E., S.L.B. & M.; thence Northerly and Easterly along a line parallel to and 50 ft. easterly and southerly from the easterly and southerly bank of the Weber River the following 11 courses:

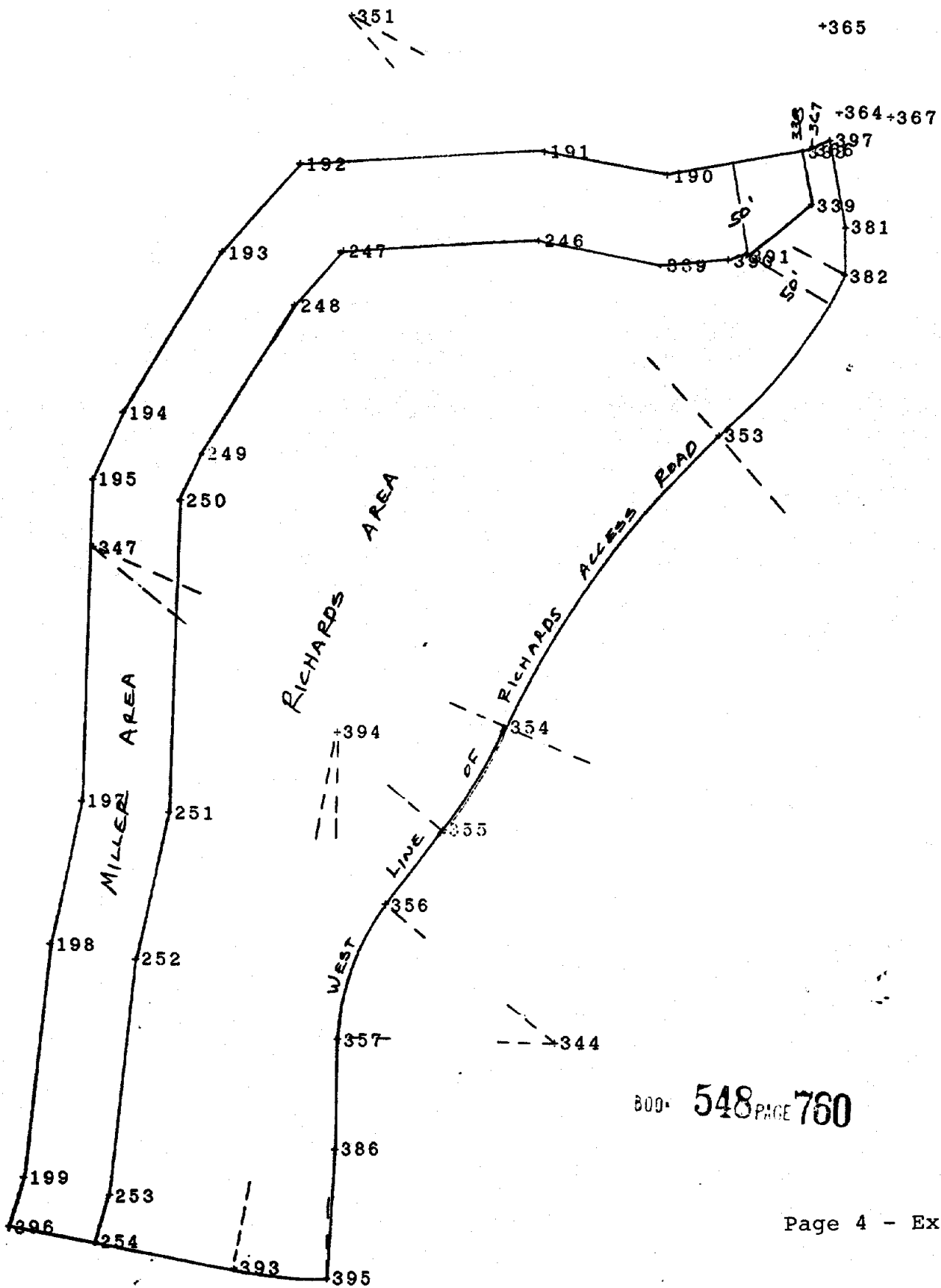
N.17°56'07"E. 28.11 ft., N.06°08'27"E. 134.80 ft.,
N.12°32'34"E. 84.92 ft., N.01°54'15"E. 176.06 ft.,
N.24°16'04"E. 28.84 ft., N.31°05'34"E. 98.74 ft.,
N.41°01'16"E. 40.52 ft., N.86°49'19"E. 113.60 ft.,
S.79°19'28"E. 69.15 ft., N.85°17'32"E. 38.12 ft.,
and N.76°04'45"E. 9.94 ft. to a point 50.0 ft.

perpendicular distant westerly from the center line of the Richards access road; thence N.52°27'31"E. 47.72 ft.; thence N.11°01'44"W. 30.92 ft. to a point on the southerly bank of the Weber River; thence N.76°04'44"E. 3.92 ft. and N.68°30'54"E. 13.26 ft. along said river bank to a point on the westerly side line of said access road; thence Southerly along said side line the following 9 courses:

S.11°01'44"E. 50.13 ft.; S.02°09'21"W. 26.53 ft. to a point on the arc of a 317.45 foot-radius curve to the right, the center of which bears N.62°43'32"W.; Southerly 116.63 ft. along the arc of said curve through a central angle of 21°02'59" to a point of reverse curve for a 467.20 foot-radius curve to the left; Southerly 204.80 ft. along the arc of said curve through a central angle of 25°06'57" to a point of reverse curve for a 255.00 foot-radius curve to the right; Southerly 69.26 ft. along the arc of said curve through a central angle of 15°33'43"; S.38°46'15"W. 53.36 ft. to a point of tangency with a 124.95 foot-radius curve to the left; Southerly 82.36 ft. along the arc of said curve through a central angle of 37°45'50"; S.01°00'26"W. 62.47 ft.; and S.03°33'46"W. 73.75 ft. to a point on the northerly right of way line of said county road, which point is also on the arc of a 309.83 foot-radius curve to the right, the center of which bears N.00°55'19"E.; thence Westerly 51.93 ft. along the arc of said curve through a central angle of 9°36'11"; thence N.79°28'31"W. 80.24 ft. along said right of way line to the point of beginning, containing 2.5840 acres.

PLAT PLAN - PRESERVE AREA
Showing Separate Tracts Within Preserve Area

Scale = 80 ft/inch
Bearing to top of paper = N. 0°00'00.0" E.



BOOK 548 PAGE 760

CLOSING AGREEMENT
EXHIBIT "C"

DESCRIPTION OF SELLER'S LANDS SUBJECT TO BUYER'S FIRST REFUSAL
RIGHT TO PURCHASE.

The lands referred to in Paragraph 3 of the
attached Agreement include all lands owned by
Seller in the following Sections:

T1N, R6E

Sections 24, 25 and 36.

T1N, R7E

Section 30 and that portion of
Section 31 located North of the
County Road.