

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT, made this 24 day of September, 20 15, between **SKYLINE RANCH TRUST, LLC**, a Colorado limited liability company, whose address is 24 Edge Road, Atherton, CA 94027, **ALTA LAKES, LLC**, a Colorado limited liability company, whose address is 24 Edge Road, Atherton, CA 94027, and **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation, whose address is 101 Montgomery Street, Suite 900, San Francisco, CA 94104, hereinafter referred to as the Non-Federal Party, acting by and through **WESTERN LAND GROUP, INC.**, a Colorado corporation, whose address is 1760 High Street, Denver, CO 80218, their agent, and the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, U.S. 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, does hereby severally agree as follows:

WITNESSETH:

Pursuant to the acts of March 20, 1922, as amended (42 Stat. 465, as amended; 16 U.S.C. 485, 486); October 21, 1976, as amended (43 U.S.C. 1716, 1717); and August 20, 1988, (102 Stat. 1086; 43 U.S.C. 1716), the Non-Federal Party does hereby agree to convey to the United States of America the real property described in Schedule A consisting of fourteen pages (pages A1-A14) attached hereto and made a part hereof. In exchange therefore, the United States of America agrees to convey to the Non-Federal Party by patent, issued by the Bureau of Land Management, Department of Interior, the real property described in Schedule B consisting of twenty-two pages (pages B1-B22) attached hereto and made a part hereof and in addition thereto pay to the Non-Federal Party the sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00). The agreed to values for this exchange are:

Property of the Non-Federal Party:	\$ 11,820,000
Property of the United States:	\$ 11,755,000

Two closings (phases) of the land exchange are planned due to the expectation that the Secretary of Interior's partial revocation of the Sunshine Campground mineral withdrawal will not be completed in a timely manner; thus Federal Parcel 2 has been divided into 2A and 2B for this purpose.

Phase I

Conveyance of 279.24 acres of National Forest System lands (Federal Parcels 1, 2A, 3A, 3B, 3C, 3D and 4) valued at \$10,440,000 in exchange for 635.06 acres of non-federal land (Non-Federal Parcels A, B, C South, C North, D, E1, E2 and E4) owned by the Non-Federal Party valued at \$10,495,000. The United States will pay cash equalization in the amount of \$55,000 to the Non-Federal Party or its assigns.

Phase II

Conveyance of 21.91 acres of National Forest System lands (Federal Parcel 2B) valued at \$1,315,000 in exchange for 29.40 acres of non-federal land (Non-Federal Parcels E3 and E5) owned by the Non-Federal Party valued at \$1,325,000. The United States will pay cash equalization in the amount of \$10,000 to the Non-Federal Party or its assigns.

Phase II will be completed immediately after the Department of Interior's partial withdrawal revocation of Public Land Order 1378.

FIRST, the Non-Federal Party agrees to convey by General Warranty Deed and Quitclaim Deed 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 its assigns, together with necessary documents required to convey good title, free from all encumbrances except those set forth in Schedule A.

SECOND, the Non-Federal Party agrees to execute and deliver all necessary documents to the Land Title Guarantee Company at 191 S. Pine Street, #1C, PO Box 277, Telluride, CO 81435, who shall act as escrow holder.

THIRD, the Non-Federal Party agrees to furnish title evidence on the real property described in Schedule A in a form satisfactory to the Office of the General Counsel of the United States Department of Agriculture and pay any escrow expenses incurred herein.

When title is acceptable to 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.

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 or B, before execution of the deeds, either party may refuse without liability to complete the exchange.

Each party to this Exchange 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).

In the event hazardous substances are discovered prior to the transfer of title, either party may reject the parcel or refuse to complete the exchange without liability.

This Agreement has been subjected to the provisions of 36 CFR 218, the Project-Level Predecisional Administrative Review Process. All objections have been resolved or dismissed. Implementation of this Agreement can occur immediately upon signature.

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.

The Rules and Regulations of the Secretary of Agriculture, attached hereto as Exhibit C (Page C1), apply to the reservation of any rights retained by the Non-Federal Party.

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 Non-Federal Party and the Forest Supervisor, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this 24 day of September, 2015.

NON-FEDERAL PARTY

Griffith R. Harsh, Manager

SKYLINE RANCH TRUST, LLC
Griffith R. Harsh, IV
Manager

9-22-15

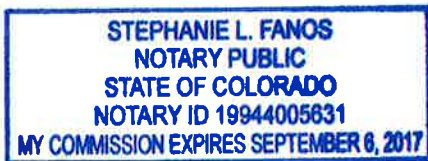
Date

ACKNOWLEDGMENT

State of Colorado)
County of San Miguel) SS:

On this 22nd day of September, 2015, before me, Stephanie L. Fanos, a Notary Public in and for said State, personally appeared Griffith R. Harsh, IV, as Manager of Skyline Ranch Trust, LLC, a Colorado limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]

Notary Public Signature

My Commission expires: 9-6-17

NON-FEDERAL PARTY

Griffith R. Harsh, Manager
ALTA LAKES, LLC
Griffith R. Harsh, IV
Manager

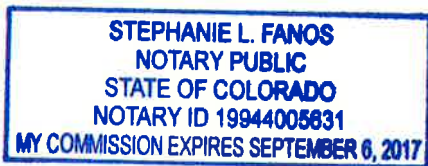
9-22-15
Date

ACKNOWLEDGMENT

State of Colorado)
County of San Miguel) SS:

On this 22nd day of September, 2015, before me, Stephanie L. Fanos, a Notary Public in and for said State, personally appeared Griffith R. Harsh, IV, as Manager of Alta Lakes, LLC, a Colorado limited liability company.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public Signature

My Commission expires: 9-6-17

NON-FEDERAL PARTY



THE TRUST FOR PUBLIC LAND
Peter N. Ives
Senior Counsel

9/21/2015

Date


ACKNOWLEDGMENT

State of NEW MEXICO)
County of SANTA FE) SS:

On this 21st day of September, 2015, before me, Milton Combs, a Notary Public in and for said State, personally appeared Peter N. Ives, as Senior Counsel of The Trust for Public Land, a nonprofit California public benefit corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





Notary Public Signature

My Commission expires: 5/23/2018

WILSON PEAK LAND EXCHANGE**SCHEDULE A – Non Federal Land**

LANDS, OR INTERESTS IN LANDS, NOT INCLUDING THE MINERAL ESTATE IN PARCELS A, B, D AND E WHICH WILL BE DONATED IN A SEPARATE VOLUNTARY TRANSACTION, FOR CONVEYANCE TO THE UNITED STATES OF AMERICA.

FEE TITLE TO THE FOLLOWING DESCRIBED LANDS:**A. Wilson Peak Mining Claims**

Township 42 North, Range 10 West, N.M.P.M., San Miguel and Dolores Counties, Colorado

Sections 31, 32 and 33: The following mining claims located in the
Mt. Wilson and Lone Cone Mining Districts:

Special Session Lode (MS 12908)	
Slide Rock Lode (MS 12908)	
Polar #1, #2 & #3 Lodes (MS 12908)	
Oasis Lode (MS 12908)	31.177 acres
Rock of Ages Lode (MS 19205A)	
Rock of Ages Millsite (MS 19205B)	
Rock of Ages #2 Lode (MS 19205A)	
Peak View Lode (MS 19205A)	31.458 acres
Archaen Lode (MS 1671)	10.330 acres
Southport Lode (MS 9086)	8.600 acres
Silver Pick Lode (MS 1670)	10.330 acres
Gold Pick Lode (MS 7275A)	10.330 acres
Tam O'Shanter Lode (MS 9085)	10.130 acres
Outlook Lode (MS 19107)	
Synopsis Lode (MS 19107)	18.925 acres
Second Best Lode (MS 16232)	
Scranton Lode (MS 16232)	15.341 acres
Silent Friend Lode (MS 17720)	9.333 acres
Iron Lode (MS 16000)	4.166 acres
Shenandoah Lode (MS 9908)	9.750 acres

Containing 169.870 acres, more or less

Township 41 North, Range 10 West, N.M.P.M., San Miguel and Dolores Counties, Colorado

Sections 4 and 5: The following mining claim located in the Mt.
Wilson and Lone Cone Mining Districts:

Navajo Lode (MS 19112)	10.330 acres
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Containing 10.330 acres, more or less

Totaling 180.200 acres, more or less.

B. Weaver Mining Claims

Township 42 North, Range 10 West, N.M.P.M., San Miguel County, Colorado

Section 31: The following mining claims located in the Mt. Wilson Mining District:

Ida G Lode and H.C.B. Lode Mining Claims (MS 9204)

Totaling 20.662 acres, more or less.

C. Eddiesville

Original Legal Descriptions: Note: The two legal descriptions below contain errors. The errors result in a large mathematical misclosure and a total acreage that is less than the 40 acres that was intended to be conveyed to The Trust for Public Land. The two descriptions below describe a total of 38.90 acres.

Township 43 North, Range 1 East, N.M.P.M., Saguache County, Colorado

Section 2: Those portions of H.E.S. 194 described by the Saguache County Assessor under Parcel No. 450135400005 and Parcel No. 450135400006, more particularly described as follows:

Eddiesville North

Beginning North 37°09' West, 575 feet of corner No. 2 of Homestead Entry Survey No. 194, in Section 2, Township 43 North, Range 1 East of the New Mexico Principal Meridian; thence North 37°09' West, 575 feet; thence South 39°57' West, 1510.74 feet to the west side of Survey No. 194; thence South 37°57' East, 575 feet along the west side of survey No. 194; thence North 39°57' East, 1510.74 feet to the place of beginning; containing 20 acres more or less;

(This description actually describes 19.45 acres – not the 20 acres as mentioned above.)

Together with the right of ingress and regress to and from said property, over and across Homestead Entry Survey No. 194, as necessary for access to the land herein conveyed.

Eddiesville South

Beginning at Corner No. 2 of Homestead Entry Survey No. 194, in Section 2, Township 43 North, Range 1 East of the New Mexico Principal Meridian; thence North 37°09' West, 575 feet; thence South 39°57' West, 1510.74 feet to the west side of Survey No. 194; thence South 37°57' East, along the west side of Survey No. 194, 575 feet to corner No. 3 of Survey No. 194; thence North 39°57' East, 1510.74 feet to the place of beginning; containing 20 acres more or less;

(This description actually describes 19.45 acres – not the 20 acres as mentioned above.)

Together with the right of ingress and regress to and from said property, over and across Homestead Entry Survey No. 194, as necessary for access to the land herein conveyed;

Acreage: 38.90 acres, more or less.

Title in the lands described above will be conveyed by General Warranty Deed to the United States.

Additional Legal Descriptions: Due to errors in the descriptions above, along line 3-4 of H.E.S. No. 194 (along the westerly portion of the legal descriptions above) are small parallelogram shaped portions of property that were omitted from the originals. The following two descriptions will complete the omitted lands on the westerly side (approx. 0.32 Ac.), but not describe additional lands omitted along the northern boundary (approx. 0.78 Ac.) which will not be addressed at this time. Adding the acreages of the two omitted lands to the above 38.90 will equal the original 40 acres that was intended to be conveyed.

North Sliver

Beginning North 37°57' West, 575 feet from corner No. 3 of Homestead Entry Survey No. 194, in Section 2, Township 43 North, Range 1 East of the New Mexico Principal Meridian; thence North 39°57' East, 16.35 feet; thence North 37°57' West, 575.0 feet; thence South 39°57' West, 16.35 feet; to the west side of Survey No. 194; thence South 37°57' East, 575 feet along the west side of survey No. 194 to the place of beginning containing 0.21 acres more or less;

South Sliver

Beginning at corner No. 3 of Homestead Entry Survey No. 194, in Section 2, Township 43 North, Range 1 East of the New Mexico Principal Meridian; thence along line 2-3, North 39°57' East, 8.18 feet; thence North 37°57' West, 575.0 feet; thence South 39°57' West, 8.18 feet to the west side of Survey No. 194; thence South 37°57' East, 575.0 feet along the west side of survey No. 194 to the place of beginning containing 0.11 acres more or less;

Acreage: 0.32 acres more or less

Title in the lands described above will be conveyed by Quitclaim Deed to the United States.

Total Acreage: 39.22 acres more or less

D. Miles Mining Claims

Township 41 North, Range 9 West, N.M.P.M., San Miguel County, Colorado

Sections 3 and 10: The following tracts:

TRACT 1:

The Lake View Lode, MS 16124, The Eldorado No. 6 Lode MS 16124, and the Eldorado No. 7 Lode MS 16124 together with portions of the following:

the Eldorado No. 1 Lode MS 14312, the Eldorado No. 4 Lode MS 12783, the Eldorado No. 8 Lode MS 16124, the Eldorado No. 9 Extension Lode MS 16124, all located with the Trout Lake Mining District, San Miguel County, Colorado, further described as follows:

Beginning at Corner 1 of said Lake View Lode; thence to Corner 2 of said Lake View Lode, said Corner being on Line 2-1 of said Eldorado No. 6 Lode; thence to Corner 1 of said Eldorado No. 6 Lode; thence to Corner 4 of said Eldorado No. 6 Lode; thence along line 4-3 of said Eldorado No. 6 Lode to intersection with line 1-2 of said Eldorado No. 9 Extension Lode; thence to Corner 2 of said Eldorado No. 9 Extension Lode; thence to Corner 3 of said Eldorado No. 9 Extension Lode; thence along line 3-4 of said Eldorado No. 9 Extension Lode to intersection with line 1-2 of said Eldorado No. 7 Lode; thence to Corner 2 of said Eldorado No. 7 Lode; thence to Corner 3 of said Eldorado No. 7 Lode; thence along line 3-4 of said Eldorado No. 7 Lode to intersection with line 4-3 of said Eldorado No. 8 Lode; thence to Corner 3 of said Eldorado No. 8 Lode; thence to the midpoint of line 3-2 of said Eldorado No. 8 Lode; thence to the midpoint of line 1-4 of said Eldorado No. 8 Lode, said Corner being on line 3-2 of said Eldorado No. 6 Lode; thence to Corner 2 of said Eldorado No. 6 Lode; thence along line 2-1 of said Eldorado No. 6 Lode to Corner 3 of said Lake View Lode; thence to Corner 4 of said Lake View Lode; thence to Corner 1 of said Lake View Lode, being the Point of Beginning.

TRACT 2:

The Silent Friend Lode MS 14312, and the Eldorado No. 9 Lode MS 14312, together with portions of the following:

the Eldorado No. 1 Lode MS 14312, the Eldorado No. 2 Lode MS 12783, the Eldorado No. 3 Lode MS 12783, the Eldorado No. 4 Lode MS 12783, the Eldorado No. 8 Lode MS 16124, the Eldorado No. 9 Extension Lode MS 16124, the Belle of the South Lode MS 14312, all located within the Trout Lake Mining District, San Miguel County, Colorado, further described as follows:

Beginning at Corner 1 of said Eldorado No. 9 Lode; thence along line 1-2 of said Eldorado No. 9 Lode to the intersection with line 1-2 of said Eldorado No. 4 Lode; thence to Corner 1 of said Eldorado No. 4 Lode; thence along line 1-4 of said Eldorado No. 4 Lode to the intersection with line 1-4 of the Lake View Lode MS 16124; Trout Lake Mining District; thence to Corner 4 of said Lake View Lode; thence along line 4-3 of said Lake View Lode to the intersection with line 4-3 of said Eldorado No. 4 Lode; thence along line 4-3 of said Eldorado No. 4 Lode to the intersection with line 1-2 of said Eldorado No. 9 Lode; thence to Corner 2 of said Eldorado No. 9 Lode; thence to Corner 1 of said Eldorado No. 9 Extension Lode; thence along line 1-2 of said Eldorado No. 9 Extension Lode to the intersection with line 1-2 of Eldorado No. 6 Lode, MS 16124, Trout Mining District; thence along line 1-2 of said Eldorado No. 6 Lode to the intersection of line 3-4 of said Eldorado No. 9 Extension Lode; thence along line 3-4 of said Eldorado No. 9 Extension Lode to the intersection of line 2-3 of said Eldorado No. 1 Lode; thence to Corner 3 of said Eldorado No. 1 Lode; thence along line 3-4 of said Eldorado No. 1 Lode to the intersection with line 1-2 of said Silent Friend Lode; thence along line 1-2 of said Silent Friend Lode to the intersection of line 1-2 of said Eldorado No. 8 Lode; thence to Corner 1 of said Eldorado No. 8 Lode; thence to the midpoint of line 1-4 of said Eldorado No. 8 Lode; thence to the midpoint of line 3-2 of said Eldorado No. 8 Lode; thence to Corner 2 of said Eldorado No. 8 Lode; thence along line 2-1 of said Eldorado No. 8 Lode to the intersection with line 3-4 of said Silent Friend Lode; thence to Corner 4 of said Silent Friend Lode; thence to Corner 1 of said Silent Friend Lode being also Corner 1 of the Fraction Lode, MS 14312, Trout Lake Mining District;

thence along line 1-2 of the said Fraction Lode to a point of intersection with the extension of line 1-4 of said Eldorado No. 9 Lode; thence to Corner 1 of said Eldorado No. 9 Lode, being the Point of Beginning.

TRACT 3:

The Fraction Lode MS 14312, the Eldorado No. 2 Extension Lode MS 14312, and the Belle of the South Extension Lode MS 14312, together with portions of the following:

The Eldorado No. 1 Lode MS 14312, the Eldorado No. 2 Lode MS 12783, the Eldorado No. 3 Lode MS 12783, the Eldorado No. 4 Lode MS 12783, and the Belle of the South Lode MS 14312, all located within the Upper San Miguel Mining District, San Miguel County, Colorado, further described as follows:

Beginning at Corner 2 of said Eldorado No. 3 Lode; thence along line 2-1 of Eldorado No. 3 Lode to the intersection with line 1-4 of the Eldorado No. 9 Lode MS 14312, Trout Lake Mining District; thence along the extension of line 1-4 of said Eldorado No. 9 Lode to the intersection with line 1-2 of said Fraction Lode; thence to Corner 1 of said Fraction Lode; thence to Corner 4 of said Fraction Lode being also Corner 4 of the Silent Friend Lode MS 14312; thence along line 4-3 of said Silent Friend Lode to the intersection of line 1-2 of said Eldorado No. 8 Lode; thence along line 1-2 of the Eldorado No 8 Lode MS 16124 to the intersection with line 3-4 of said Belle of the South Lode; thence to Corner 4 of said Belle of the South Lode being on line 1-4 of said Belle of the South Extension Lode; thence to Corner 4 of said Belle of the South Extension Lode; thence to Corner 3 of said Belle of the South Extension Lode; thence to Corner 2 of said Belle of the South Extension Lode being on line 1-2 of said Eldorado No. 2 Extension Lode; thence to Corner 2 of said Eldorado No. 2 Extension Lode; thence to Corner 3 of said Eldorado No. 2 Extension Lode; thence along line 3-4 of said Eldorado No. 2 Extension Lode to the intersection with line 3-2 of said Fraction Lode; thence along line 3-2 of said Fraction Lode to the intersection of line 4-3 of said Eldorado No. 3 Lode; thence to corner 3 of said Eldorado No. 3 Lode; thence to corner 2 of said Eldorado No. 3 Lode being the Point of Beginning.

TRACT 4:

Gold Coin Lode (MS 18028)
Enterprise Lode (MS 18029)
Montrose Lode (MS 18029)
Rossmore Lode (MS 18029)

Trout Lake and Iron Springs Mining Districts, County of San Miguel, State of Colorado.

Totaling 162.599 acres, more or less.

E. Alta Lakes**Township 42 North, Range 9 West, N.M.P.M., San Miguel County, Colorado**

Sections 15, 21, 22, 27 and 28: The following parcels are more particularly described on the Land Survey Plat, filed by David R. Bulson, PLS No. 37662, deposited September 29, 2015, in the office of the San Miguel County Clerk and Recorder, SUR-1, Pages 806-808, File No. 674:

Sub-Parcel E1:

Sections 15 & 22: a portion of M.S. No. 20165, Wild Dog Placer and a portion of M.S. No. 6637, Arastra Placer, Upper San Miguel Mining District
Containing 165.57 acres;

Sub-Parcel E2:

Section 21: a portion of M.S. No. 20165, Viola Placer, Upper San Miguel Mining District
Containing 52.13 acres;

Sub-Parcel E3:

Sections 21 & 28: a portion of M.S. No. 2129, Warner Placer, Upper San Miguel Mining District
Containing 24.66 acres;

Sub-Parcel E4:

Section 22: portions of M.S. No. 2129, Warner Placer, M.S. No. 15037A, Sunnyside Lode, M.S. No. 16759, Georgiana Lode, M.S. No. 15037 B, Home Millsite and M.S. No. 16759, Charley Ross Lode, Upper San Miguel Mining District
Containing 15.00 acres;

Sub-Parcel E5:

Section 22: a portion of M.S. No. 16759, Charley Ross Lode, Upper San Miguel Mining District
Containing 4.74 acres

Totaling 262.10 acres, more or less

LAND RESERVATIONS OF THE NON-FEDERAL PARTY AND EXCEPTIONS TO TITLE:**A. Wilson Peak Claims (San Miguel County)**

Reservations: The mineral estate will be conveyed to the United States via Quit Claim deed, per Rules and Regulations of the Secretary of Agriculture.

Outstanding Rights: For properties located in *San Miguel* County Only:

1. Reservations as contained in the following patents of the United States recorded:
 - October 16, 1902 in [Book 86 at Page 160](#) (Special Session, Slide Rock, Oasis, Polar No. 1, Polar No. 2 and Polar No. 3);
 - October 14, 1909 in [Book 91 at Page 71](#) (Iron);
 - January 4, 1917 in [Book 114 at Page 45](#) Rerecorded April 30, 1999 under [Reception No. 326050](#) (Rock of Ages and Peak View);
 - January 4, 1917 in [Book 114 at Page 46](#) (Navajo);
 - January 4, 1917 in [Book 114 at Page 47](#) (Synopsis and Outlook);
 - April 22, 1935 in [Book 166 at page 431](#) rerecorded June 19, 1957 in [Book 269 at Page 217](#) (Scranton and Second Best);
 - June 18, 1957 in [Book 269 at Page 158](#) (Archean);
 - June 18, 1957 in [Book 269 at Page 161](#) (Silver Pick);
 - June 18, 1957 in [Book 269 at Page 172](#) (Southport);
 - June 18, 1957 in [Book 269 at Page 177](#) rerecorded April 30, 1999 under [Reception No. 326048](#) (Gold Pick);
 - June 18, 1957 in [Book 269 at Page 186](#) (Tam O'Shanter);
 - April 30, 1999 under [Reception No. 326049](#) (Silent Friend); and
 - August 9, 2012 under [Reception No. 424250](#) (Shenandoah).
2. Terms, conditions, provisions, burdens and obligations as set forth in contract and agreement recorded September 17, 1894 in [Book 63 at Page 194](#) (Affects Special Session only).
3. Lack of access to and from public road, highway, or street.

Other: None

Wilson Peak Claims (Dolores County)

Reservations: The mineral estate will be conveyed to the United States via Quit Claim deed, per Rules and Regulations of the Secretary of Agriculture.

Outstanding Rights: For properties located in *Dolores* County Only:

1. The provisions and reservations contained in the patent from the United States of America as follows:

FIRST: That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decision of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.

SECOND: That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules of working the mining claim or premises hereby granted, involving easements, drainage and other necessary means to its complete development.

The reservations, exceptions, easements, restriction, regulations, and rights to which said mining claim is subject under the terms and provisions of the mining laws of the United States of America and under the terms and provisions of State, local and district mining laws, rules, and regulations, including the right of the proprietor of any lode claim, the vein or lode of which has its top of apex outside of said land and which vein or lode may be found to penetrate, intersect, pass through or dip into said land through the side lines of said proprietor's lode claim, to enter said land along the dip of said vein or lode for the purpose of extracting and removing the ore there from.

2. Lack of a right of access from the land to any open public road, street or highway.
NOTE: This exception is necessary because it does not appear from the instruments or record in the office of the County Clerk and Recorder in which subject property is situate that any right of access exists to an open public roadway.

Other: None

B. Weaver Mining Claims

Reservations: The mineral estate will be conveyed to the United States via Quit Claim deed, per Rules and Regulations of the Secretary of Agriculture.

Outstanding Rights:

1. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded August 25, 1898 in [Book 68 at Page 28](#).
2. Lack of access to and from public road, highway, or street.

Other: None

C. Eddiesville**Eddiesville North**

Reservations: None

Outstanding Rights:

1. Easement to the Cochetopa Land and Water Company dated December 4, 1972, and recorded December 4, 1972, in [Book 350 at Page 457](#) of the Saguache County, Colorado records.
2. Lack of a right of recorded access to and from the land from Forest Service Road 794. In addition it appears access to the "Eddiesville Property" is by way of United States – Forest Service road and accordingly insurance as to a right of access is also limited to rights of the public to use such Forest Service road.
3. Water Deed from Karen Silvers f/k/a Karen Hazard to The Trust for Public Land dated January 7, 2009, and recorded January 9, 2009, under Reception No. 363331 of the Saguache County, Colorado, records.
4. Water Deed from mark W. Lucas and David T. Lucas to The Trust for Public Land dated January 7, 2009, and recorded January 13, 2009, under Reception No. 363354 of the Saguache County, Colorado, records.

Other:

1. The Trust for Public Land (TPL) will convey a General Warranty Deed to the United States for the property it acquired from Karen Silvers (northern portion) and Mark/David Lucas (southern portion), using the same legal descriptions as those found in deeds from Silvers to TPL and Lucas to TPL. Total of 38.90 acres.

2. TPL will convey a Quit Claim Deed to the United States for the portions of H.E.S. No. 194 lying immediately west of lands conveyed by General Warranty Deed. Total of .32 acres.
3. TPL will convey a Quit Claim Deed to the United States for all interests in water and water rights, ditches and ditch rights, wells and well rights as acquired at Reception No. 363331 (Item No. 1 below) and Reception No. 363354 (Item No. 2 below).

Eddiesville South

Reservations: None

Outstanding Rights:

1. The effect of the apparent lack of access to and from the subject property via a public street, road or highway, or via a privately granted easement upon the marketability of the title of the land.
2. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States, as contained in Patent No. 774693.
3. Those items as set forth in the Water Deed recorded January 13, 2009 at **Reception No. 363354.**

Other:

1. The Trust for Public Land (TPL) will convey a General Warranty Deed to the United States for the property it acquired from Karen Silvers (northern portion) and Mark/David Lucas (southern portion), using the same legal descriptions as those found in deeds from Silvers to TPL and Lucas to TPL. Total of 38.90 acres.
2. TPL will convey a Quit Claim Deed to the United States for the portions of H.E.S. No. 194 lying immediately west of lands conveyed by General Warranty Deed. Total of .32 acres.
3. TPL will convey a Quit Claim Deed to the United States for all interests in water and water rights, ditches and ditch rights, wells and well rights as acquired at Reception No. 363354 (Item No. 3 below).

D. Miles Mining Claims

Reservations: The mineral estate will be conveyed to the United States via Quit Claim deed, per Rules and Regulations of the Secretary of Agriculture.

Outstanding Rights:

1. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patents recorded April 8, 1932 in [Book 166 at Pages 121, 123 and 127](#).
2. The effect of Notice of Tract Legal Descriptions, recorded January 15, 2003, under [Reception No. 354408](#).
3. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patents recorded September 21, 2001 under [Reception Nos. 343991 and 343992](#).
4. Lack of access to and from public road, highway, or street.

Other: None

E. Alta Lakes

Reservations:

1. The mineral estate will be conveyed to the United States via Quit Claim deed, per Rules and Regulations of the Secretary of Agriculture.
2. An easement will be reserved by Alta Lakes, LLC for the Gold King Pipeline as it crosses Non-Federal Parcel E5.
3. An easement will be reserved by Alta Lakes, LLC for reclamation ditches that cross Non-Federal Parcels E2 and E3.

Outstanding Rights:

1. Conditions and stipulations in patent from the United States recorded August 9, 1892 in [Book 52 at Page 137](#) as follows:
 - First, that the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or loads of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on October 24, 1891.

- Second, that should any vein or load of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above described premises at said last named date, the same is expressly expected and excluded from these presents.
 - Third, that the premises hereby conveyed may be entered by the proprietor of any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper or other valuable deposits for the purpose of extracting and removing the ore from such vein or lode should the same or any part thereof be found to penetrate, intersect, pass through or dip into the mining ground or premises granted.
 - Fourth, there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.
 - Fifth, that in the absence of necessary legislation by congress, the legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage and other necessary means to the complete development thereof (Arastra Placer)
2. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 02, 1908 in [Book 91 at Page 61](#) (Sunny Side Lode and Home Millsite).
3. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 25, 1917 in [Book 114 at Page 58](#) (Georgiana and Charley Ross Lodes)
4. Conditions and stipulations in Patent from the United States recorded March 10, 1970 in [Book 324 at Page 333](#) as follows:
- First, that the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or loads of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on June 20, 1885.
 - Second, that should any vein or load of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above described premises at said last named date, the same is expressly excepted and excluded from these presents.
 - Third, that the premises hereby conveyed may be entered by the proprietor of any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper or other valuable deposits for the purpose of extracting and removing the ore from such vein or lode should the same or any part thereof be found to penetrate, intersect, pass through or dip into the mining ground or premises granted.
 - Fourth, that in the absence of necessary legislation by congress, the legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage and other necessary means to the complete development thereof. (Warner Placer)

5. Conditions and stipulations in patent from the United States recorded July 2, 1970 in [Book 324 at page 353](#) as follows:
 - First, that the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or loads of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on January 8, 1923.
 - Second, that should any vein or load of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above described premises at said last named date, the same is expressly excepted and excluded from these presents.
 - Third, that the premises hereby conveyed may be entered by the proprietor of any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper or other valuable deposits for the purpose of extracting and removing the ore from such vein or lode should the same or any part thereof be found to penetrate, intersect, pass through or dip into the mining ground or premises granted.
 - Fourth, there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.
 - Fifth, that in the absence of necessary legislation by congress, the legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage and other necessary means to the complete development thereof (Wild Dog and Viola Placers)
6. Burdens and obligations in connection with those rights set forth in instrument recorded January 21, 1976 in [Book 356 at Page 726](#).
7. Easements, conditions, covenants, restrictions, reservations and notes on the following maps and plats:

Alta Lakes, Amended and Restated Tract Map for Silver Mountain Industries, Inc., recorded October 23, 2002 in [Plat Book 1 at page 3063](#) and First Amendment to the Amended and Restated Tract Map for Silver Mountain Industries, Inc., recorded December 31, 2009 in [Plat Book 1 at Page 4321](#) and Second Amendment to Amended and Restated Tract map for Silver Mountain Industries, Inc., recorded September 23, 2015 in [Plat Book 1 at Page 4750](#).
8. Terms, conditions, provisions, burdens and obligations as set forth in Private Road Easement recorded August 08, 1991 in [Book 481 at Page 14](#).
9. Terms, conditions, provisions, burdens and obligations as set forth in resolutions and amendments to Memorandum of Understanding recorded April 24, 2003 under [Reception No. 356820](#), May 8, 2003 under [Reception No. 357100](#), May 23, 2006 under [Reception No. 384328](#), March 9, 2009 under [Reception No. 406078](#) and October 1, 2013 under [Reception Nos. 429966 and 429967](#).
10. Terms, conditions, provisions burdens and obligations as set forth in Access and Utility Easement Agreement recorded October 12, 2006 under [Reception No. 387550](#).

11. Item intentionally deleted.
12. Item intentionally deleted.
13. Easement granted to San Miguel Power Association, Inc., for underground power line and related facilities, and incidental purposes, by instrument recorded March 8, 2012, under Reception No. 422036.
14. Matters disclosed on survey issued by Foley Associates, Inc., certified September 29, 2015, Job No. 92099.

Other:

1. Alta Lakes, LLC will grant to the United States a road easement (30 feet either side of centerline) for the existing Alta Lakes Road (NFSR 632) and the Boomerang Road (NFSR 627) as they cross through property retained by Alta Lakes, LLC.
2. Alta Lakes, LLC will grant to the United States an easement (15 feet either side of centerline) for the existing NFST's 511 and 514 as they cross through property retained by Alta Lakes, LLC.

WILSON PEAK LAND EXCHANGE

SCHEDULE B – Federal Land

LANDS OR INTEREST IN LANDS, INCLUDING MINERALS, WHICH THE UNITED STATES WILL CONVEY TO THE NON-FEDERAL PARTY:

Federal Parcel 1 – Skyline Ranch East

Township 42 North, Range 9 West, N.M.P.M., San Miguel County, Colorado

Section 17: lot 17
lot 19

Totaling: 35.66 acres, more or less

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

Outstanding Rights: None

Other: None

Federal Parcel 2A – Skyline Ranch South

Township 42 North, Range 9 West, N.M.P.M., San Miguel County, Colorado

Section 20: lot 2
lot 5
lot 13
lot 17
lot 19
lot 21
lot 23
lot 26
Section 21: lot 19
lot 22
lot 23

Totaling: 116.19 acres, more or less

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).
2. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual easements, for the existing non-motorized National Forest System Trail 515, specific to Federal Parcel 2A, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said trail. Said easement being 15 feet wide, 7.5 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of land more particularly described as follows:

A fifteen (15) foot wide ingress and egress, non-motorized trail easement for existing NFST 515 located within Government Lot 23 of Section 20, (Federal Parcel 2A), Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County, Colorado according to the Dependent Resurvey, Subdivision of Sections 18 and 19 and Metes and Bounds Survey of Certain Tracts approved by the US Department of the Interior on March 28, 1990 and BLM Supplemental Plats approved December 5, 2014 and February 27, 2015, being seven and one half (7.5) feet on both sides of the centerline and described as follows:

BEGINNING at a point on the south boundary of government lot 11 (Parcel 2B) from which AP 4 of Tract 50, T. 42N., R. 9W., N.M.P.M., bears N. 0° 10'31" E., a distance of 1236.06 feet, said AP 4 being monumented with an aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. aluminum cap marked "USDI T42N R9W TR50 AP4 S20 1989 BLM".

THENCE the following courses along the centerline of said trail:

S. 35° 57'19" E., 18.69 feet distance; S. 25° 58'26" E., 95.34 feet distance; S. 11° 26'06" E., 22.80 feet distance to the south boundary of government lot 23 and Point of Terminus, being located S. 2° 15'10" E., a distance of 1360.29 feet from said AP4 of Tract 50.

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between AP 4 and AP 5, Tract 50 bears S. 89°26'35" E. AP 4 being monumented with an aluminum post, 2 ½ ins. diameter, in a mound of stone, with 3 ¼ in. diameter aluminum cap marked "USDI T42N R9W TR50 AP4 S20 1989 BLM" and AP 5 being monumented with an aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. diameter aluminum cap marked "USDI T42N R9W TR50 AP5 S20 1989 BLM" County of San Miguel, State of Colorado.

The total length of the easement is 136.83 feet, plus or minus. The total area of the easement is 0.05 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing non-motorized trail or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing non-motorized trail located thereon. Except where it is defined more specifically, the word "trail" shall mean existing trails now existing or hereafter constructed on the premises or any segment of such trails.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the trail shows that any portion of the trail, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the trail as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the trail on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the trail.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the trail for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the trail hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of trail maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and trail at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the trail.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

Outstanding Rights: None

Other:

1. Skyline Ranch Trust, LLC shall grant a trail easement to the United States for certain mountain bike trails currently residing on Federal Parcel 2A with the understanding that this easement will terminate once those trails are established on NFS lands. These trails will be established on NFS lands within two years after the closing of this land exchange.

Federal Parcel 2B – Skyline Ranch South

Township 42 North, Range 9 West, N.M.P.M., San Miguel County, Colorado
Section 20: lot 11

Totaling: 21.91 acres, more or less

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).
2. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual non-motorized easements, for the existing National Forest System Trail 515, specific to Federal Parcel 2B, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said trail. Said easement being 15 feet wide, 7.5 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of land more particularly described as follows:

A fifteen (15) foot wide ingress and egress non-motorized trail easement for existing NFST 515 located within Government Lot 11 of Section 20, (Federal Parcel 2B), Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County,

Colorado, according to the Dependent Resurvey, Subdivision of Sections 18 and 19 and Metes and Bounds Survey of Certain Tracts approved by the US Department of the Interior on March 28, 1990; Land Survey Plat created November 25, 2014 by David Bulson; and BLM Supplemental Plat approved December 5, 2014, being seven and one half (7.5) feet on both sides of the centerline and described as follows:

Beginning at a point on the centerline of Colorado State Highway No. 145 from which AP 4 of Tract 50, T. 42 N., R. 9 W., N.M.P.M., bears N. 24° 57' 52" E., a distance of 775.49 feet, said AP 4 being monumented with an aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. aluminum cap marked "USDI T42N R9W TR50 AP4 S20 1989 BLM".

THENCE the following courses along the centerline of said trail:

S. 58° 09'24" E., 82.01 ft. distance; S. 46° 13'14" E., 81.18 ft. distance; S. 39° 43'42" E., 112.71 ft. distance; S. 24° 55'31" E., 47.79 ft. distance; S. 18° 31'49" E., 115.24 ft. distance, S. 14° 28' 08" E., 164.65 ft. distance; S. 35° 57'16" E., 43.07 ft. distance to the south boundary of government lot 11 and Point of Terminus, being located S. 0° 10'31" W., a distance of 1236.06 feet from said AP4 of Tract 50.

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between AP4 and AP5, Tract 50 bears S. 89° 26'35" E. AP4 being monumented with an aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. diameter aluminum cap marked "USDI T42N R9W TR 50 AP 4 S20 1989 BLM" and AP5 being monumented with an aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. diameter aluminum cap marked "USDI T42N R9W TR50 AP5 S20 1989 BLM".

The total length of the easement is 646.65 feet, plus or minus. The total area of the easement is 0.22 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing non-motorized trail or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing non-motorized trail located thereon. Except where it is defined more specifically, the word "trail" shall mean existing trails now existing or hereafter constructed on the premises or any segment of such trails.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the trail shows that any portion of the trail, although located substantially as described,

crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the trail as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the trail on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the trail.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the trail for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the trail hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of trail maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and trail at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the trail.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

Outstanding Rights:

1. Patent will be issued for Federal Parcel 2B subject to the existing Federal Highway Easement deed dated May 26, 1995 and recorded at Reception No. 299664 on July 5, 1995, for State Highway 145.

Other:

1. Skyline Ranch Trust, LLC will offer an easement to Vincent A. Mai to replace the Private Road Easement, New Mexico Principal Meridian, T42N, R9W, Section 20: SE ¼ NW ¼, issued to Vincent A. Mai (NOR184) dated June 2, 2006 for Federal Parcel 2B. Said easement shall authorize those rights, privileges and obligations currently authorized by the Forest Service Private Road Easement.
2. The Forest Supervisor, Grand Mesa, Uncompahgre and Gunnison National Forests, shall secure a relinquishment of the Private Road Easement issued to Vincent A. Mai (NOR184), dated June 2, 2006, upon execution of the replacement easement or agreement. Such relinquishment may be in the form of a waiver document.
3. Skyline Ranch Trust, LLC will offer an easement to Qwest Corporation to replace the Special Use Permit issued to Qwest Corporation (NOR248) dated May 6, 2009 for Federal Parcel 2B. Said easement will authorize those rights, privileges and obligations currently authorized by the Forest Service Special Use Permit.
4. The Forest Supervisor, Grand Mesa, Uncompahgre and Gunnison National Forests, shall secure a partial waiver of the Special Use Permit issued to Qwest Corporation (NOR248) dated May 6, 2009, upon execution of the replacement easement. Such relinquishments will be in the form of a permit amendment.
5. The Forest Service and Bureau of Land Management will secure a revocation of the Recreation Site withdrawal for Sunshine Campground (COC 013297) for the portion that affects Parcel 2B.

Federal Parcel 3 – Alta

Township 42 North, Range 9 West, N.M.P.M., San Miguel County, Colorado

Sub-Parcel 3A.1:

Section 21: lot 26
lot 28
Containing 16.00 acres;

Sub-Parcel 3A.2:

Section 21: lot 25
Containing 16.24 acres;

Sub-Parcel 3B:

Section 21: lot 31
Containing 5.56 acres;

Sub-Parcel 3C:

Section 21: lot 32
Section 22: lot 24
Section 27: Tract 52 A
Section 28: lot 7
lot 10
lot 11
lot 12
lot 15
Containing 32.06 acres;

Sub-Parcel 3D:

Section 22: lot 19
lot 22
Tract 53A
Containing 17.23 acres

Totaling: 87.09 acres, more or less

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).
2. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual easements, for the existing Alta Lakes Road (NFSR 632) specific to Federal Parcel 3C and for the existing Boomerang Road (NFSR 627) specific to Federal Parcel 3D, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said

roads. Said easement being 60 feet wide, 30 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of the sec. 21, 22, 27 and 28, T. 42 N., R. 9 W., N.M.P.M., more particularly described as follows:

Alta Lakes Road (NFSR 632):

A thirty (30) foot wide ingress and egress road easement for existing Alta Lakes Road, adjacent to, and northerly of, the centerline of the Alta Lakes Road, NFSR 632, located in Section 21, Lot 32, Section 22, Lot 24, Section 27, Tract 52A, and Section 28, Lots 7, 10, 11, 12 and 15, Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County, Colorado, according to the BLM Supplemental Plat approved April 29, 2015, and the centerline of said Alta Lakes Road, NFSR 632 is further described as follows:

BEGINNING at a point on the line between Corner 11 and Corner 12 of the Warner Placer, MS 2129, Upper San Miguel Mining District from which Corner 11 of said Warner Placer bears N 87°14'24" W a distance of 940.31 feet distance, said Corner 11 being monumented with an aluminum post, 2 ½ ins. diameter, in a mound of stone, with a ¾ in. aluminum cap marked "AP MS2129 11, 1992, LS 24954" and Corner 12 being monumented with a ½ in. diameter rebar 6 ins. above the ground, with a 1 ½ ins. diameter aluminum cap marked "COR 12 MS 2129 5772".

THENCE the following courses along the centerline of said road:

S 15°40'44" W., a distance of 2.15 feet;

Thence 24.12 feet along the arc of a tangential curve, concave to the east, having a radius of 150.00 feet, an included central angle of 9°12'45" and a chord of 24.09 feet which bears S 11°04'22" W.;

Thence S 06°27'59" W., a distance of 81.92 feet;

Thence 156.38 feet along the arc of a tangential curve, concave to the northwest, having a radius of 80.00 feet, an included central angle of 111°59'56" and a chord of 132.65 feet which bears S 62°27'57" W.;

Thence N 61°32'05" W., a distance of 161.33 feet;

Thence 111.22 feet along the arc of a tangential curve, concave to the south, having a radius of 75.00 feet, an included central angle of 84°58'00" and a chord of 101.31 feet which bears S 75°58'55" W.;

Thence S 33°29'55" W., a distance of 51.60 feet;

Thence 17.83 feet along the arc of a tangential curve, concave to the southeast, having a radius of 60.00 feet, an included central angle of 17°01'51" and a chord of 17.77 feet which bears S 24°59'00" W.;

Thence S 16°28'04" W., a distance of 44.05 feet;

Thence 110.60 feet along the arc of a tangential curve, concave to the northwest, having a radius of 285.00 feet, an included central angle of 22°14'04" and a chord of 109.90 feet which bears S 27°35'06" W.;

Thence 38.27 feet along the arc of a reverse tangential curve, concave to the southeast, having a radius of 200.00 feet, an included central angle of 10°57'49" and a chord of 38.21 feet which bears S 33°13'13" W.;

Thence S 27°44'19" W., a distance of 115.71 feet;

Thence 102.12 feet along the arc of a tangential curve, concave to the southeast, having a radius of 750.00 feet, an included central angle of 7°48'05" and a chord of 102.04 feet which bears S 23°50'16" W.;

Thence S 19°56'14" W., a distance of 0.85 feet;

Thence 95.56 feet along the arc of a tangential curve, concave to the northwest, having a radius of 1000.00 feet, an included central angle of 5°28'30" and a chord of 95.52 feet which bears S 22°40'29" W.;

Thence S 25°24'44" W., a distance of 181.30 feet;

Thence 66.46 feet along the arc of a tangential curve, concave to the east, having a radius of 220.00 feet, an included central angle of 17°18'33" and a chord of 66.21 feet which bears S 16°45'28" W.;

Thence S 08°06'11" W., a distance of 111.71 feet;

Thence 143.19 feet along the arc of a tangential curve, concave to the west, having a radius of 500.00 feet, an included central angle of 16°24'29" and a chord of 142.70 feet which bears S 16°18'26" W.;

Thence S 24°30'40" W., a distance of 180.27 feet;

Thence 76.11 feet along the arc of a tangential curve, concave to the northwest, having a radius of 200.00 feet, an included central angle of 21°48'09" and a chord of 75.65 feet which bears S 35°24'45" W.;

Thence S 46°18'49" W., a distance of 55.61 feet;

Thence 230.98 feet along the arc of a tangential curve, concave to the southeast, having a radius of 850.00 feet, an included central angle of 15°34'10" and a chord of 230.26 feet which bears S 38°31'44" W.;

Thence S 30°44'39" W., a distance of 50.18 feet;

Thence 236.17 feet along the arc of a tangential curve, concave to the northwest, having a radius of 260.00 feet, an included central angle of 52°02'42" and a chord of 228.14 feet which bears S 56°46'00" W.;

Thence S 82°47'21" W., a distance of 81.88 feet;

Thence 61.12 feet along the arc of a tangential curve, concave to the north, having a radius of 70.00 feet, an included central angle of 50°01'39" and a chord of 59.20 feet which bears N 72°11'50" W.;

Thence N 47°11'00" W., a distance of 50.60 feet;

Thence 76.72 feet along the arc of a tangential curve, concave to the east, having a radius of 100.00 feet, an included central angle of 43°57'24" and a chord of 74.85 feet

which bears N 25°12'18" W.;

Thence N 03°13'36" W., a distance of 98.61 feet;

Thence 167.82 feet along the arc of a tangential curve, concave to the west, having a radius of 500.00 feet, an included central angle of 19°13'49" and a chord of 167.03 feet which bears N 12°50'30" W.;

Thence N 22°27'25" W., a distance of 104.82 feet;

Thence 196.37 feet along the arc of a tangential curve, concave to the west, having a radius of 615.00 feet, an included central angle of 18°17'39" and a chord of 195.53 feet which bears N 31°36'14" W., to the POINT OF TERMINATION, said point is located N 86°00'10" E., a distance of 353.56 feet from Corner 10 of the Warner Placer, MS 2129 which is monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with 3 ¼ in. aluminum cap marked "AP MS2129 10, 1992, LS 24954".

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between said Corner 11 and Corner 12, Warner Placer, MS 2129, Upper San Miguel Mining District, bears N 87°14'24" E., monumented as described in the property description.

The total length of the easement is 3283.63 feet, plus or minus. The total area of the easement is 2.26 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

Boomerang Road (NFSR 627):

A sixty (60) foot wide ingress and egress road easement for the existing Boomerang Road located within Government Tract 53A, Section 22, Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County, Colorado, according to the BLM Supplemental Plat approved April 29, 2015, being thirty (30) feet on both sides of the centerline and described as follows:

BEGINNING at a point on the eastern boundary of the Wild Dog Placer, MS 20165, Upper San Miguel Mining District from which Corner 12 of said Wild Dog Placer bears N 43°34'16" E., a distance of 316.27 feet, said Corner 12 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with 3 ¼ in. aluminum cap marked "AP MS6637 2, MS20165 WDP 12, 1992, LS 24954".

THENCE the following courses along the centerline of said road:

Thence 76.17 feet along the arc of a non-tangential curve, concave to the east, having a radius of 200.00 feet, an included central angle of 21°49'12" and a chord of 75.71 feet which bears S. 01°25'07" E.;

Thence S. 12°19'43" E., a distance of 54.85 feet;

Thence 40.19 feet along the arc of a tangential curve, concave to the west, having a radius of 90.00 feet, an included central angle of 25°35'19" and a chord of 39.86 feet which bears S. 0°27'57" W.;

Thence S. 13°15'36" W., a distance of 171.34 feet;

Thence 49.44 feet along the arc of a tangential curve, concave to the east, having a radius of 75.00 feet, an included central angle of 37°46'17" and a chord of 48.55 feet which bears S. 05°37'32" E.;

Thence S. 24°30'41" E., a distance of 70.96 feet;

Thence 21.65 feet along the arc of a tangential curve, concave to the northeast, having a radius of 200.00 feet, an included central angle of 6°12'05" and a chord of 21.64 feet which bears S 27°36'44" E.;

Thence S. 30°42'46" E., a distance of 105.21 feet;

Thence 49.35 feet along the arc of a tangential curve, concave to the west, having a radius of 50.00 feet, an included central angle of 56°32'54" and a chord of 47.37 feet which bears S. 02°26'19" E.;

Thence S. 25°50'08" W., a distance of 27.04 feet;

Thence 48.05 feet along the arc of a tangential curve, concave to the northwest, having a radius of 125.00 feet, an included central angle of 22°01'24" and a chord of 47.75 feet which bears S. 36°50'50" W.;

Thence S. 47°51'32" W., a distance of 55.48 feet;

Thence 21.47 feet along the arc of a tangential curve, concave to the northwest, having a radius of 80.00 feet, an included central angle of 15°22'49" and a chord of 21.41 feet which bears S. 55°32'56" W., to the eastern boundary of the Sunnyside Lode, MS 15037A, Upper San Miguel Mining District being the POINT OF TERMINATION, said point is located S. 14°32'02" E., a distance of 234.16 feet from Corner 2 of the said Sunnyside Lode, MS 15037A which is monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with 3 ¼ in. aluminum cap marked "AP MS 15037A 2, 1992, LS 24954".

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between said Corner 11 and Corner 12, MS 20165, Wild Dog Placer, bears N. 43°34'16" E., Corner 11 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with a 3 ¼ in. aluminum cap marked "MS 20165 WDP 1, MS 20165 V 6, 1992, LS 24954", and Corner 12 being monumented with An aluminum post, 2 ½ in. diameter, in a mound of stone, with a 3 ¼ in. diameter aluminum cap marked "AP MS 6637 2, MS20165 WDP 12, 1992, LS24954".
County of San Miguel, State of Colorado.

The total length of the easement is 791.20 feet, plus or minus. The total area of the easement is 1.09 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing road or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean existing roads now existing or hereafter constructed on the premises or any segment of such roads.

If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the road on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the road.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the road hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of road maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

3. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual easements, for the existing non-motorized National Forest System Trail 511, specific to Federal Parcel 3D, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said trail. Said easement being 15 feet wide, 7.5 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of land more particularly described as follows:

A fifteen (15) foot wide ingress and egress, non-motorized trail easement for existing NFST 511 located within Government Tract 53A of Section 22, Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County, Colorado, according to the BLM Supplemental Plat approved April 29, 2015, and being seven and one half (7.5) feet on both sides of the centerline described as follows:

BEGINNING at a point on the western boundary of the Georgiana Lode, MS 16759, Upper San Miguel Mining District from which Corner 3 of said Georgiana Lode bears N. 09°40'36" E., a distance of 249.06 feet, said Corner 3 being monumented with a no. 6 rebar, in a mound of stone, with a 2 inch diameter aluminum cap marked "MS 16759 3, 1992, LS 24954".

THENCE the following courses along the centerline of said trail:

THENCE N. 61°53'43" W., for a distance of 35.59 feet;

THENCE N. 74°28'54" W., for a distance of 30.55 feet;

THENCE N. 57°38'13" W., for a distance of 41.62 feet;

THENCE N. 63°04'34" W., for a distance of 58.02 feet to the POINT OF TERMINATION being located on the centerline of Boomerang Road and S. 47°46'51" W., a distance of 256.00 feet from Corner 3 of said Georgiana Lode.

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between said Corner 2 and Corner 3, Arastra Placer, MS 6637, Upper San Miguel Mining District bears N. 49°36'18" E., Corner 2 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with ¾ inch aluminum cap marked "AP MS 6637 2, MS 20165 WDP 12, 1992, LS 24954", and Corner 3 being monumented with an aluminum post, 2 ½ ins. in diameter, in

a mound of stone, with a 3 ¼ inch diameter aluminum cap marked "AP MS 6637 3, 1992, LS 24954", County of San Miguel, State of Colorado.

The total length of the easement is 161.95 feet, plus or minus. The total area of the easement is 0.06 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing non-motorized trail or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing non-motorized trail located thereon. Except where it is defined more specifically, the word "trail" shall mean existing trails now existing or hereafter constructed on the premises or any segment of such trails.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the trail shows that any portion of the trail, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the trail as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the trail on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the trail.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the trail for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the trail hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of trail maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided

by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and trail at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the trail.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

4. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual easements, for the existing non-motorized National Forest System Trail 514, specific to Federal Parcel 3D, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said trail. Said easement being 15 feet wide, 7.5 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of land more particularly described as follows:

A fifteen (15) foot wide ingress and egress, non-motorized trail easement for existing NFST 514 located within Government Tract 53A and Lot 22 of Section 22, Township 42 North, Range 9 West, New Mexico Principal Meridian, San Miguel County, Colorado, according to the BLM Supplemental Plat approved April 29, 2015, and being seven and one half (7.5) feet on both sides of the centerline described as follows:

BEGINNING at a point on the eastern boundary of the Arastra Placer, MS 6637, Upper San Miguel Mining District from which Corner 2 of said Arastra Placer bears S. 49°36'18"W., a distance of 88.07 feet, said Corner 2 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with a 3 ¼ inch aluminum cap marked "AP MS 6637 2, MS 20165 WDP 12, 1992, LS 24954".

THENCE the following courses along the centerline of said trail:

THENCE S. 64°51'26" E., for a distance of 33.59 feet;
THENCE S. 51°48'47" E., for a distance of 52.67 feet;
THENCE S. 57°29'24" E., for a distance of 59.95 feet;
THENCE S. 67°58'52" E., for a distance of 47.95 feet;

THENCE S. 82°49'44" E., for a distance of 48.90 feet;
THENCE N. 76°36'39" E., for a distance of 23.82 feet;
THENCE N. 64°27'51" E., for a distance of 41.09 feet;
THENCE N. 59°23'50" E., for a distance of 53.53 feet;
THENCE N. 73°27'49" E., for a distance of 28.72 feet;
THENCE N. 76°46'10" E., for a distance of 39.61 feet to the POINT OF
TERMINATION being located on the lot line between lots 22 and 23, and S. 87°16'25"
W., 455.33 feet distance from Corner 2 of said Arastra Placer Lode.

Bearings referenced herein are grid bearings of the Colorado State Plane Coordinate System of 1983, South Zone. The line between said Corner 2 and Corner 3, Arastra Placer, MS 6637, Upper San Miguel Mining District bears N. 49°36'18" E., Corner 2 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with a ¾ inch aluminum cap marked "AP MS 6637 2, MS 20165 WDP 12, 1992, LS 24954", and Corner 3 being monumented with an aluminum post, 2 ½ ins. in diameter, in a mound of stone, with a ¾ inch diameter aluminum cap marked "AP MS 6637 3, 1992, LS 24954", County of San Miguel, State of Colorado.

The total length of the easement is 429.83 feet, plus or minus. The total area of the easement is 0.15 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing non-motorized trail or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing non-motorized trail located thereon. Except where it is defined more specifically, the word "trail" shall mean existing trails now existing or hereafter constructed on the premises or any segment of such trails.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the trail shows that any portion of the trail, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the trail as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the trail on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the trail.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the trail for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the trail hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of trail maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and trail at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the trail.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

Outstanding Rights:

1. The right to itself, its permittees, or licensees to enter upon, occupy, and use any part or all of the said land included in FERC Project 400 which is necessary, in the judgment of the Federal Energy Regulatory Commission, for the purposes of Part 1 of the Federal Power Act of August 26, 1935, as amended (16 U.S.C. 818); and no claim or right to compensation shall accrue from the occupation or use of any of the said land for such purposes. The United States or any licensee for any such land may enter thereupon for the purposes of Part 1 of the Federal Power Act upon payment of any damages to crops, buildings, or other improvements caused thereby to the owner thereof, or upon giving good and sufficient bond to the United States for the use and benefit of the owner to secure the payment of such damages as may be determined and fixed in an action brought upon the bond by the Federal Energy Regulatory Commission. Any

structure or improvements placed upon the land must be removed or relocated at no expense or liability to the United States, its permittees, or licensees should the Commission determine that such action is necessary to avoid interference with power development.
(Affects Federal Parcel 3D (CO-15944)).

Other:

1. Alta Lakes, LLC shall grant a trail easement to the United States for certain mountain bike trails currently residing on Federal Parcels 3A.1 and 3A.2 with the understanding that this easement will terminate once those trails are established on NFS lands. These trails will be established on NFS lands within two years after the closing of this land exchange.
2. Alta Lakes, LLC will offer an easement to San Miguel Power Association to replace the Special Use Permit issued to San Miguel Power Association (NOR403302) dated June 6, 1988 for the portion of power line that crosses Federal Parcels 3C and 3D. Said easement will authorize those rights, privileges and obligations currently authorized by Forest Service Special Use Permit.
3. The Forest Supervisor, Grand Mesa, Uncompahgre and Gunnison National Forests, shall secure a partial waiver of the Special Use Permit issued to San Miguel Power Association (NOR403302) dated June 6, 1988, upon execution of the replacement easement. Such relinquishment will be in the form of a permit amendment.
4. A Special Use Permit will be issued to Alta Lakes, LLC for its continued use of the Gold King Pipeline, Alta Pipeline and the Alta Reservoirs No. 1, 2 and 3.
5. Alta Lakes, LLC shall grant an access easement to San Miguel County for public access to the interpretive signs and parking area that Alta Lakes, LLC is responsible to install per the Memorandum of Agreement between the United States Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forest and the Colorado State Historic Preservation Officer.

Federal Parcel 4 – Wilson Mesa

Township 42 North, Range 10 West, N.M.P.M., San Miguel County, Colorado

Section 18: lot 2

Totaling: 40.30 acres, more or less

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

2. EXCEPTING AND RESERVING TO THE UNITED STATES, and its permittees, contractors and assigns, perpetual easements, for the existing non-motorized Elk Creek Trail (NFST 421.1A) specific to Federal Parcel 4, and all appurtenances thereto, along and across a strip of land, hereinafter defined as the "premises", together with such reasonable rights of temporary use of land immediately adjacent to said rights-of-way as may be necessary for the maintenance and/or repair of said trail. Said easement being 30 feet wide, 15 feet each side of centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across portions of land more particularly described as follows:

A thirty (30) foot wide ingress and egress non-motorized trail easement for existing National Forest System Trail (NFST) 421.1A located in Government Lot. 2, Sec. 18, T. 42 N., R. 10 W., N.M.P.M., San Miguel County, Colorado, being fifteen (15) feet on both sides of the centerline described as follows:

BEGINNING at a point on the north line of said Government Lot 2 from which the N 1/16th section corner of sections 13 and 18, on the West boundary of the township, a ¾ in. diameter rebar with a 2 in. diameter cap marked "N 1/16 S13 S18 LS 24299 Del-Mont" bears N. 88°40' W., 376.99 ft. distance:

THENCE the following courses along the centerline of said trail:

S. 61°28' E., 80.09 ft. distance; N. 84°31' E., 89.25 ft. distance; S. 2°05' W., 163.44 ft. distance; S. 35°43' W., 218.98 ft. distance; S. 36°51' W., 490.36 ft. distance, S. 12°51' W., 342.57 ft. distance; S. 5°19' E., 229.95 ft. distance to the intersection of the south line of said Government Lot 2 and the Point of Terminus, from which the 1/4 section corner of sections 13 and 18, on the West boundary of the township, a ¾ in. diameter rebar with a 1 ½ in. diameter cap marked "Red Rock ¼ S13 S18 LS 10738" bears N. 88°49' W., 63.34 ft. distance.

The true meridian direction and length of all lines were determined by real time kinematic Global Positioning System observation. The basis of bearing is the section line between the ¼ corner of sections 13 and 18 and the north 1/16 corner of sections 13 and 18.

The total length of the easement is 1614.64 feet, plus or minus. The total area of the easement is 1.11 acres, more or less. Easement end lines to be lengthened or shortened to conform with the respective boundaries.

The said easements hereby reserved are for the construction, reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing non-motorized trail or as it shall be located and constructed over and across the above described premises.

The word "premises" when used herein means said strip of land, whether or not there is an existing non-motorized trail located thereon. Except where it is defined more specifically, the word "trail" shall mean existing non-motorized trail now existing or hereafter constructed on the premises or any segment of such trails.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the United States/Forest Service and the Patentee (Non-Federal Party) as the true centerline of the premises reserved. If any subsequent survey of the trail shows that any portion of the trail, although located substantially as described, crosses lands not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the trail as constructed, the easement traversing the same shall be terminated in the manner hereinafter provide.

The United States alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

The United States shall have the right to use the trail on the premises without costs for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules it may reasonably impose upon or require of other users of the trail.

The United States shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the trail for disposal by the owner of such timber.

The Patentee (Non-Federal Party) has the right to use the trail hereinafter to be constructed for all purposes deemed necessary or desirable by Patentee (Non-Federal Party) in connection with the protection, administration, management, and utilization of Patentee's (Non-Federal Party's) lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as the United States may reasonably impose, the bearing of trail maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

Patentee (Non-Federal Party) has the right to cross and recross the premises and trail at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the trail.

Patentee (Non-Federal Party) has the right to all timber now or hereafter growing on the premises, subject to the United States' right to cut such timber as hereinbefore provided.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed, for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Patentee (Non-Federal Party), or their successors or assigns in interest.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

Outstanding Rights: None

Other:

1. The Trust for Public Land shall execute a suitable easement to replace the Special Use Permit issued to Wilson Mesa at Telluride Metropolitan District (NOR163) dated June 24, 2005. Said easement shall, as a minimum, authorize those rights, privileges and obligations currently authorized by Forest Service Special Use Permit, including motorized access to facilities.
2. The Forest Supervisor, Grand Mesa, Uncompahgre and Gunnison National Forests, shall secure a partial waiver of the Special Use Permit issued to Wilson Mesa at Telluride Metropolitan District (NOR163) dated June 24, 2005 upon execution of the easement. Such relinquishment will be in the form of a permit amendment.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICECONDITIONS, RULES AND REGULATIONS TO GOVERN EXERCISE OF MINERAL RIGHTS
RESERVED IN CONVEYANCES TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.15

(a) Except as otherwise provided in paragraphs (b) and (c) of this section, in conveyances of lands to the United States under authorized programs of the Forest Service, where owners reserve the right to enter upon the conveyed lands and to prospect for, mine and remove minerals, oil, gas, or other inorganic substances, said reservations shall be subject to the following conditions, rules and regulations which shall be expressed in and made a part of the deed of conveyance to the United States and such reservations shall be exercised thereunder and in obedience thereto:

(1) Whoever undertakes to exercise the reserved rights shall give prior written notice to the Forest Service and shall submit satisfactory evidence of authority to exercise such rights. Only so much of the surface of the lands shall be occupied, used, or disturbed as is necessary in bona fide prospecting for, drilling, mining (including the milling or concentration of ores), and removal of the reserved minerals, oil, gas, or other inorganic substances.

(2)(i) None of the lands in which minerals are reserved shall be so used, occupied, or disturbed as to preclude their full use for authorized programs of the Forest Service until the record owner of the reserved rights, or the successors, assigns, or lessees thereof, shall have applied for and received a permit authorizing such use, occupancy, or disturbance of those specifically described parts of the lands as may reasonably be necessary to exercise of the reserved rights.

(ii) Said permit shall be issued upon agreement as to conditions necessary to protect the interest of the United States including such conditions deemed necessary to provide for the safety of the public and other users of the land, and upon initial payment of the annual fee, which shall be at the rate of \$2 per acre or fraction of acre included in the permit.

(iii) The permit shall also provide that the record owner of the reserved right or the successors, assigns, or lessees thereof, will repair or replace any improvements damaged or destroyed by the mining operations and restore the land to a condition safe and reasonably serviceable for authorized programs of the Forest Service, and shall provide for a bond in sufficient amount as determined necessary by the Forest Service to guarantee such repair, replacement or restoration.

(iv) Failure to comply with the terms and conditions of the aforesaid permit shall be cause for termination of all rights to use, occupy, or disturb the surface of the lands covered thereby, but in event of such termination a new permit shall be issued upon application when the causes for termination of the preceding permit have been satisfactorily remedied and the United States reimbursed for any resultant damage to it.

(3) All structures, other improvements, and materials shall be removed from the lands within one year after date of termination of the aforementioned permit. Should the holder of the permit fail to do so within the specified time, the Forest Service may remove, destroy or otherwise dispose of said structures, other improvements, and materials at the permittee's expense, or in lieu thereof, may upon written notice to the permittee, assume title thereto in the name of the United States.

(4) Timber and/or young growth cut or destroyed in connection with exercise of the reserved right shall be paid for at rates determined by the Forest

Service to be fair and equitable for comparable timber and/or young growth in the locality. All slash resulting from cutting or destruction of timber or young growth shall be disposed of as required by the Forest Service.

(5) In the prospecting for, mining, and removal of reserved minerals, oil, gas, or other inorganic substances all reasonable provisions shall be made for the disposal of tailings, dumpage, and other deleterious materials or substances in such manner as to prevent obstruction, pollution, or deterioration of water resources.

(6) Nothing herein contained shall be construed to exempt operators or the mining operations from any requirements of applicable State laws nor from compliance with or conformity to any requirements of any law which later may be enacted and which otherwise would be applicable.

(7) While any activities and/or operations incident to the exercise of the reserved rights are in progress, the operators, contractors, subcontractors, and any employees thereof shall use due diligence in the prevention and suppression of fires, and shall comply with all rules and regulations applicable to the land.

(b) The conditions, rules and regulations set forth in subparagraphs (1) through (7) of paragraph (a) of this section shall not apply to reservations contained in conveyances of lands to the United States under the Act of March 3, 1925, as amended (43 Stat. 1133, 64 Stat. 82; 16 U.S.C. 555).

(c) In cases where a State, or an agency, or a political subdivision thereof, reserves minerals, oil, gas, or other inorganic substances, in the conveyance of land to the United States under authorized programs of the Forest Service and there are provisions in the laws of such State or in conditions, rules and regulations promulgated by such State, agency or political subdivision thereof, which the Chief, Forest Service, determines are adequate to protect the interest of the United States in the event of the exercise of such reservation, the Chief, Forest Service, is hereby authorized, in his discretion, to subject the exercise of the reservation to such statutory provisions or such conditions, rules and regulations in lieu of the conditions, rules and regulations set forth in subparagraphs (1) through (7) of paragraph (a) of this section. In that event, such statutory provisions or such conditions, rules and regulations shall be expressed in and made a part of the deed of conveyance to the United States and the reservation shall be exercised thereunder and in obedience thereto.

All regulations heretofore issued by the Secretary of Agriculture to govern the exercise of mineral rights reserved in conveyances of lands to the United States under authorized programs of the Forest Service shall continue to be effective in the cases to which they are applicable, but are hereby superseded as to mineral rights hereafter reserved in conveyances under such programs.

(30 Stat. 35, as amended, 16 U.S.C. 551. Interprets or applies 36 Stat. 961, as amended, 16 U.S.C. 513-519, 42 Stat. 465, as amended, 16 U.S.C. 485, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011)

Signed at Washington, D.C., on April 30, 1963.

(S) ORVILLE L. FREEMAN,
Secretary.

ATTACHMENT A***Environmental Quality Provision***

In the event it is discovered, before the United States has recorded the deed which conveys the subject property 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 violation 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 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 the 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.