

Date: March 14, 2022

ATTACHMENT
TO
CONTRACT FOR PRIVATE REDEVELOPMENT
“PROPERTY PURCHASE, PLATTING & DEVELOPMENT”

This document, entitled “Property Purchase, Platting, & Development”, is an attachment to and component of the CONTRACT FOR PRIVATE REDEVELOPMENT (hereinafter “Development Agreement”) between the CITY OF WINDOM, MINNESOTA, a municipal corporation under the laws of the State of Minnesota, (the “CITY”), the ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM, a municipal corporation under the laws of the State of Minnesota, (the “EDA”), and DVK DIVERSIFIED, LLC, a Minnesota limited liability company (“**DVK**”).

1. **CEMSTONE Property.** The EDA is in the process of purchasing property from CEMSTONE Concrete Materials, LLC (“CEMSTONE”) which is locally addressed as 1405 Cottonwood Lake Drive, Windom, Minnesota, and legally described as set forth on Exhibit “A” attached hereto. CEMSTONE will be retaining two lots in the Cemstone Property which are described herein on Exhibit “C”. The EDA will be selling the remainder of the Cemstone Property to DVK. A copy of a map of the existing easements on the Property has been provided to DVK.

2. **Property Retained by CEMSTONE:** CEMSTONE will be retaining two lots currently identified as Lots 15 and 16 and highlighted in purple on Exhibit “B”. The legal description of Lots 15 and 16 is set forth in Exhibit “C”.

3. **Bosshart-Rode Property:** The Bosshart-Rode Property adjoins the Cemstone Property and is not included in the sale of property to DVK. The Bosshart-Rode Property is highlighted in yellow on Exhibit “B”.

4. **Property to be Purchased by DVK :** The legal description of the Cemstone Property is set forth on Exhibit “A”. A preliminary map, developed by DGR Engineering, outlining potential lots and identifying developable property is attached hereto as Exhibit “B”. DVK will be purchasing the property identified on Exhibit “A”, with the exception of Lots 15 and 16 that CEMSTONE is retaining,

from the EDA (hereinafter referred to as “the Property”). Closing provisions regarding the Property purchase are set forth in Sections 22, 23, and 24 below.

5. Purchase Price. The purchase price for the Property shall be the sum of Two Hundred Thirty-eight Thousand Dollars (\$238,000) which shall be due and payable within forty-five (45) days following the execution of the Development Agreement by all parties.

6. Conveyance of Property to the CITY: DVK agrees to convey, for no consideration, approximately 10 acres in the existing quarry to the CITY to be used for wellhead protection and public open space. The 10-acre quarry is highlighted in blue on Exhibit “B”. This property transfer shall occur within sixty (60) days of the approval of the Final Plat of South Cottonwood Lake Subdivision (the “Subdivision”) by the Windom City Council.

7. Conveyance of Property to the EDA for Future Development: DVK agrees to convey, for no consideration, Lots 23 through 31, highlighted in blue on Exhibit “B”, to the EDA for future development. This property transfer shall occur within sixty (60) days of the approval of the Final Plat of the Subdivision by the Windom City Council.

8. Conveyance of Property to EDA: DVK agrees to convey, for no consideration, approximately 2.2 acres of the Property, highlighted in red on Exhibit “B”, to the EDA as the site for the planned apartment project. This 2.2 acre area includes the 30-foot easement around the well, the area to the south of the well, the area to bottom of the bank of the quarry, and the area between Cottonwood Lake Drive and the new street to be constructed in the Subdivision. This property transfer shall occur within fourteen (14) days of the approval of the Final Plat of the Subdivision by the Windom City Council.

9. Platting of New Subdivision: DVK shall be responsible for submitting a plat for the South Cottonwood Lake Subdivision (the Subdivision) prepared by a registered land surveyor. The plat shall include, at minimum, the 2.2 acre lot reserved for the planned apartment project, six (6) lake lots, two (2) duplex lots on the west side of the property, 2 back lots, the lots to be retained by CEMSTONE, and the lots to be conveyed to the EDA for future development. DVK understands that the area and placement of the lots to be retained by CEMSTONE (Lots 15 and 16 as described on Exhibit “C”) and the adjoining street access to these lots shall remain as shown on Exhibit “B”. DVK shall be responsible for all costs associated with any additional required surveying and the platting of the Subdivision. All owners of any portion of the Property to be platted will also need to sign the Final Plat for the Subdivision.

10. Timetable for Platting of the Property: DVK understands that time is of the essence in the platting of the Subdivision. DVK agrees to submit the plat for the Subdivision to the CITY within the thirty (30) days following the execution of the Development Agreement by all parties. If the Preliminary Plat of the Subdivision has not been submitted to the Windom Planning Commission by June 14, 2022, the EDA may proceed with the platting procedure based on the current design as shown on Exhibit “B”. DVK shall sign the Final Plat based on the current design as shown on Exhibit “B”. DVK will be responsible for all costs associated with any additional required surveying and the platting of the Subdivision.

11. PUD Timeline: Concurrently with the platting of the Subdivision, the EDA shall be responsible for the proceedings necessary to create a Planned Unit Development encompassing the

property conveyed to the EDA and the CITY.

12. Developer of New Subdivision: DVK shall act as the Developer for the Subdivision. DVK shall be responsible for all costs for permits, materials, and labor for installation of a street and utility infrastructure in the Subdivision pursuant to the specifications that are mutually agreed upon by DVK, the Windom City Engineer, Windom Utility Commission, and Windom City Council.

A. Preliminary City Street Specifications: DVK can finalize plans for an asphalt or concrete street. For an asphalt street, the general specifications include: a 22-foot wide asphalt street, 4-inch asphalt thickness, 12-inch crushed rock or crushed concrete base, 8-foot wide crushed concrete shoulder on the non-lake side, and a 4-foot crushed gravel shoulder on the lake side or a 2.5-foot concrete drive-over curb on the lake side. For a concrete street, the general specification include: 22-foot wide concrete street, 4 to 6 inch crushed rock base or crushed concrete base, and an 8-foot wide crushed concrete shoulder on the non-lake side.

B. Culvert Specifications: Record a covenant on the Property that all private driveways require a minimum of a 15-inch culvert.

C. Water Main Specifications: A minimum of an 8-inch water main; a minimum of 4 hydrants for the West Phase as specified by the Windom City Engineer and Fire Chief.

D. Sewer Main Specifications: A minimum of an 8-inch sanitary sewer main and 4-inch sanitary sewer services.

13. Existing Easement for Bosshart-Rode Property: There is an existing 30-foot wide utilities and access easement benefiting the Bosshart-Rode Property that was reserved in prior recorded conveyances and easement documents. The exact location of this easement has not been legally described. However, the location of this easement is described, in Document No. 258954 recorded in the Cottonwood County Recorder's Office, as beginning approximately where 16th Street abuts the Property and continuing directly to and then along the shoreline of Cottonwood Lake then connecting to the western property line of the Bosshart-Rode Property.

A. The proposed new street right-of-way (street ROW) to be constructed in the Subdivision will provide access and utility infrastructure to the Bosshart-Rode Property and will eliminate the need for the existing easement to the Bosshart-Rode Property. If the proposed new street ROW is constructed and provides access and utility infrastructure to the Bosshart-Rode Property, any water and sewer lines constructed outside of the street ROW will be non-connected lines and will not be serviced by the CITY.

14. Installation of Sewer for Apartment Project: DVK agrees to install a sewer main for the planned apartment project, which is planned for 44-units, by June 2023. The specifications for the sewer will be approved by the City Engineer and the Windom Utility Commission.

15. Access Road for Apartment Project: DVK agrees to install a temporary road to access the east side of the planned apartment by June 1, 2023. Materials used for the construction of the temporary access road may include crushed concrete or gravel. The permanent access to the east side of the planned apartment will be the new paved City street in the Subdivision.

16. Reverter Clause: The purpose of this transaction is the development of the Subdivision and specifically the installation of a new paved street and utility infrastructure to serve the Subdivision. Time is of the essence in the development of the Property.

A. Minnesota Statutes Section 469.105(5) provides that "within one year from the date of purchase, the purchaser shall devote the property to its intended use or begin work on the improvements

to the property to devote it to that use. If the purchaser fails to do so, the authority (Economic Development Authority) may cancel the sale and title to the property shall return to it. The authority may extend the time to comply with a condition if the purchaser has good cause.”

The timetable for the completion of infrastructure improvements is outlined in Section 17. Additional payments are outlined in Section 19 if these timelines are not met.

17. Timetable for Completion of Infrastructure Improvements: The parties acknowledge that the timetable for installation of infrastructure is subject to CEMSTONE’s possessory period which ends at 11:59 p.m. on May 13, 2023. CEMSTONE and DVK will communicate concerning the scheduling of demolition and other construction activities on the Property prior to the expiration of CEMSTONE’s possessory period.

A. The sewer and a temporary access road for the proposed apartment project shall be completed by June 1, 2023. CEMSTONE’s Possessory Period is until 11:59 p.m. on May 13, 2023, as outlined in Section 20. The sewer main for the proposed apartment building can be installed between Cemstone’s Concrete Plant and the apartment building in the proposed street right-of-way.

B. The installation of the street and utility infrastructure to serve a minimum of six (6) lake lots, two (2) duplex lots, and two (2) back lots in addition to the two (2) lots being retained by CEMSTONE shall be completed by October 1, 2025. This completion date may be extended if CEMSTONE’S Possessory Period extends past September 20, 2022, which is the substantial completion date for demolition as outlined in the Contract for Demolition with DVK. This completion date may be extended an additional month for each month that Cemstone possesses the property from September, 2022, to May, 2023.

18. Costs for Infrastructure and Grading on Retained Property: The property to be retained by Cemstone is set forth in Section 2 above. DVK agrees that the cost to be paid by CEMSTONE and EDA for the street serving the Retained Property, for the installation of city sewer, city water, and electric lines to the Retained Property, and for the grading of the Retained Property to make Lots 15 and 16 buildable (collectively, the “Retained Lot Services”) shall not exceed \$15,000.00 per lot, or \$30,000.00 total.

19. Additional Payments:

A. If the sale and purchase of the Property proceeds to closing and if DVK has completed the platting of the new Subdivision but does not complete the sewer and temporary access for the planned apartment project by June 1, 2023, a payment of \$155,000 shall be due to the EDA by June 5, 2023.

B. If the installation of utility and street infrastructure has not been completed by October 1, 2025, DVK shall pay the EDA the sum of \$500,000.

20. CEMSTONE’s Possessory Period and Timetable for Demolition and Development: DVK has entered into a Contract with the CITY for the demolition of the existing concrete plant site on the Property. DVK understands that CEMSTONE has the right to occupy the plant site and other specific areas on the Property for a specific period of time (“possessory period”) following the sale of the Property to the EDA. CEMSTONE’s Possessory Period is until 11:59 p.m. on May 13, 2023. CEMSTONE’s plan is to move forward with the construction of a new concrete plant in the North Windom Industrial Park in Spring 2022.

A. CEMSTONE shall have the right to occupy the ready mix plant area on the Property and the right to use the ready mix plant to produce ready mix concrete. The ready mix plant area is defined as that area currently existing as of the date hereof where the ready mix plant is located and where the stockpiles of sand and gravel and the stockpiles of crushable concrete are located, together with an access right of ingress and egress to the area from a public road, as shown in the shaded areas on Exhibits “D-1” and “D-2”. A new access is proposed for the ready mix plant area and is outlined on Exhibit “E”. This new access shall be established before the existing access is vacated.

B. CEMSTONE shall have the right to crush the crushable concrete located from time to time on the site (as shown in the shaded areas on Exhibits “D-1” and D-2”).

C. CEMSTONE is not required to pay any rent or real estate taxes for the possessory rights following closing. CEMSTONE is required to pay for utilities used during the possessory period.

D. Prior to expiration of the possessory period, CEMSTONE shall have the right to remove the stockpiles of sand and gravel from the ready mix plant area. Any stockpiles of sand and gravel remaining on the Property after CEMSTONE vacates the ready mix plant area shall be deemed to be owned by the DVK.

E. Prior to expiration of the possessory period, CEMSTONE agrees to crush and remove the stockpile of crushable concrete from the ready mix plant area (as shown on Exhibit “F”). Any stockpiles of crushable concrete remaining on the Property after CEMSTONE vacates the ready mix plant area shall be deemed to be owned by DVK.

F. CEMSTONE is not obligated to remove or demolish the ready mix plant or the two buildings on the property or any other structures on the Property. The demolition of the concrete plant, bunkers, and remaining concrete is outlined in the demolition contract with DVK.

H. CEMSTONE is not obligated to excavate the Property or to grade the Property or to restore the Property.

The EDA will provide DVK with a list of the property and materials which CEMSTONE will be retaining and removing from the Property. The Purchase Agreement between CEMSTONE and the EDA sets forth the following language: “Prior to expiration of the possessory period, CEMSTONE shall have the right to remove the following items from the ready mix plant:

- Admix tank/equipment
- Air compressor
- 2 of 3 silos
- Dust collector
- Agg Scale
- Cement Scale
- Batch computer and Kiosk computer
- Fuel Tank
- Kemco water heater
- Field hopper.”

21. Tax Increment Financing (TIF): The tax increment to which DVK is entitled includes the costs for the purchase of the property, TIF eligible costs associated with the installation of the lift station and backup generator in the Subdivision, street, water, sewer, and electric. The total tax increment to be paid to DVK is the sum of Four Hundred Thousand Dollars (\$400,000) which shall be paid to DVK prior to the commencement of the project. This payment shall be made within sixty (60) days of the execution of the Development Agreement by all parties. Other details concerning the tax increment for this project are set forth in the Development Agreement. DVK shall provide the CITY with copies of receipts for eligible TIF expenses totaling the Four Hundred Thousand Dollars (\$400,000).

22. Closing. The closing on the sale of the Property to DVK is subject to the closing date for the EDA's purchase of the CEMSTONE Property which is anticipated to be on or before March 18, 2022.

23. Closing Terms: The following closing terms shall be followed:

A. Within thirty (30) calendar days after execution of the Development Agreement by both parties, the EDA, at its own expense, shall provide DVK with a title insurance commitment.

B. DVK shall have 30 calendar days after receipt of the title insurance commitment to inform the EDA, in writing, if DVK has any title objections. If there are no title problems, the closing shall occur on or before May 2, 2022.

If DVK makes any objections to title, the EDA shall have 45 calendar days to correct the title objections. The 45 calendar days shall commence on the date DVK notifies the EDA of its title objections. If title is corrected within said 45 calendar days, this matter shall close within 14 calendar days after title has been corrected or on or before May 2, 2022, whichever is later.

If title is not corrected within said 45 calendar days, or if title cannot be corrected, DVK, at its sole and exclusive discretion, can either cancel this transaction or DVK can choose to purchase the Property subject to the title problems.

C. On the date of closing, the EDA shall fully execute and deliver a general Warranty Deed to DVK which conveys marketable title to the Property, free and clear of all mortgages, liens, and other encumbrances except for the following:

(1) Building and zoning laws, ordinances, federal and state regulations;

(2) Restrictions relating to the use or improvements of the property without effective forfeiture provisions;

(3) Reservation of any mineral rights by the State of Minnesota; and

(4) Utility easements, road easements, ingress easements, egress easements, and drainage easements.

(5) Easement for highway purposes, together with the rights incidental thereto, in favor of the City of Windom, as described and contained in the Highway Easement dated

February 13, 1945, recorded February 17, 1945, as Document No. 105143 in Deed Record No. 36 on Page 402.

(6) Terms and conditions of the instrument entitled "Access & Utility Easements", dated March 16, 2009, recorded April 7, 2009, as Document No. 258954 unless these easements have been vacated.

(7) Easements, together with the rights incidental thereto, in favor of the City of Windom, a Minnesota municipal corporation, as described and contained in the instrument entitled "Access & Utility Easements" dated April 7, 2009, recorded April 14, 2009, as Document No. 259009.

(8) DVK understands that because the EDA is an economic development authority (authority), a statement must be incorporated in the deed which states that the conditions of Minnesota Statutes Sections 469.090 to 469.108 relating to the use of land are a covenant running with the land. Further, if the covenant is violated, the authority may declare a breach of the covenant and seek a judicial decree from the district court declaring a forfeiture and a cancellation of the deed. The timetable for the completion of infrastructure improvements is outlined in Section 16. Additional payments are outlined in Section 17 if these timelines are not met.

D. On the date of closing, EDA shall pay for all levied special assessments against the Property which exist as of the date of closing. DVK is responsible for all future special assessments on the Property.

E. The real estate taxes due and payable in the year of closing shall be prorated to the date of closing.

24. Responsibility for Costs and Expenses. With respect to the costs and expenses of the transaction, such costs and expenses shall be allocated as follows:

A. The EDA shall pay the State Deed tax for the property it is selling.

B. EDA shall pay for the title commitment it is responsible to provide to DVK.

C. DVK shall pay for the title insurance premium for the Property it is purchasing.

D. DVK shall pay for the costs to record the Warranty Deed for the Property it is purchasing.

E. EDA shall pay one-half of the costs charged by the title company to close the transaction and DVK shall pay one-half of the costs charged by the title company to close the transaction.

25. Stockpiled Fill: There are quantities of stockpiled fill (clay) and black dirt on the Property that shall be included in the sale of the Property to DVK.

26. CEMSTONE Storage Shed: The 50 foot by 50 foot storage shed located on the Property shall be included in the sale of the Property to DVK.

27. Crushed Concrete and Remaining Rock. After CEMSTONE exits the site, any remaining crushed concrete and rock will be included in the sale of the Property to DVK.

28. Lot Sales: Upon completion of closing on DVK' purchase of the Property and the platting of the Subdivision, DVK shall be entitled to all proceeds from the sale of lots owned by DVK in the Subdivision.

29. Notices: Any notice(s) which is required, or permitted, to be given pursuant to the Development Agreement or this Attachment, shall be in writing and shall be delivered personally, delivered by using first class United States Mail, or delivered by using any nationally recognized next-day courier service. All notices shall be addressed as follows:

A. If to CITY: City of Windom, Attention: City Administrator's Office, 444 Ninth Street, P. O. Box 38, Windom, MN 56101;

B. If to EDA: EDA, 444 Ninth Street, P.O. Box 38, Windom, MN 56101;

C. If to DVK: 316 East Hoffman Street, Paynesville, MN 56362;

D. Or to such other address as either party may from time to time specify in writing to the other party.

Any notice(s) shall be considered delivered at the time the notice is personally delivered to the other party, at the time the notice is deposited with the United States Postal Service, or at the time the notice is deposited with any nationally recognized next-day courier service.

30. Successors and Assigns: The entire Development Agreement and the Attachment shall be binding upon the CITY, EDA and DVK as well as their respective successors, and assigns. Notwithstanding anything to the contrary contained in the Development Agreement or this Attachment, DVK shall not assign its rights in the Development Agreement or this Attachment without the written consent of the CITY and EDA.

31. Termination of Contract for Private Redevelopment: DVK has entered into a Contract for the demolition of the existing concrete plant site on the Property ("Demolition Contract") with the CITY. If contaminants are found during the demolition and reasonable mitigation efforts are not able to address the issue, DVK has the option of terminating the Contract for Private Redevelopment prior to installation of any infrastructure in the new Subdivision. If DVK chooses to terminate the Contract for Private Redevelopment pursuant to this provision, DVK shall provide written notice to the CITY as soon as possible. DVK shall pay the EDA the sum of Three Hundred Ninety-three Thousand Dollars (\$393,000) within fourteen (14) days of written notice to the CITY of DVK' termination of the Contract for Private Redevelopment. In addition, the Property purchased by DVK, pursuant to the Contract for Private Redevelopment, shall revert to the EDA free and clear of any liens and encumbrances. DVK shall receive no compensation for the Property and shall not be reimbursed for any additional expenses beyond the demolition costs outlined in DVK' Demolition Contract with the CITY.

32. Final Agreement: The Contract for Private Redevelopment (Development Agreement) and this Attachment, entitled "Property Purchase, Platting and Development", constitute the entire

agreement of the CITY, EDA and DVK with respect to the subject matter of this Development Agreement and the Attachment, and all prior correspondence, memoranda, agreements, and understandings (whether written or oral) with respect to the Development Agreement and this Attachment are hereby merged into these documents.

33. Amendments: The Development Agreement and the Attachment may not be modified or amended unless such modification or amendment is set forth in writing and executed by the CITY, the EDA and DVK.

34. Governing Law/Jurisdiction/Venue: The entire Development Agreement and the Attachment shall be governed by and construed in accordance with the laws of the State of Minnesota and the venue for any court proceedings regarding this matter shall be the District Court of Cottonwood County, Minnesota.

35. Recording: A Memorandum of Contract for Private Development will be recorded.

CITY OF WINDOM, MINNESOTA

By _____
Dominic Jones, Mayor

By _____
Steven Nasby, City Administrator

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM

By: _____
Ryan McNamara, EDA President

DVK PLUMBING AND HEATING OF PAYNESVILLE, INC.

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

This instrument was acknowledged before me on _____ 2022, by Dominic Jones in his capacity as Mayor of the City of Windom, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

This instrument was acknowledged before me on _____ 2022, by Steven Nasby in his capacity as City Administrator of the City of Windom, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

This instrument was acknowledged before me on _____ 2022, by Ryan McNamara in his capacity as President of the Economic Development Authority of Windom, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ 2022, by _____
in his capacity as _____ of DVK Plumbing and Heating of
Paynesville, Inc., a Minnesota business corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802

Exhibit “A”: Legal Description & Aerial of “CEMSTONE Property”

Legal Description

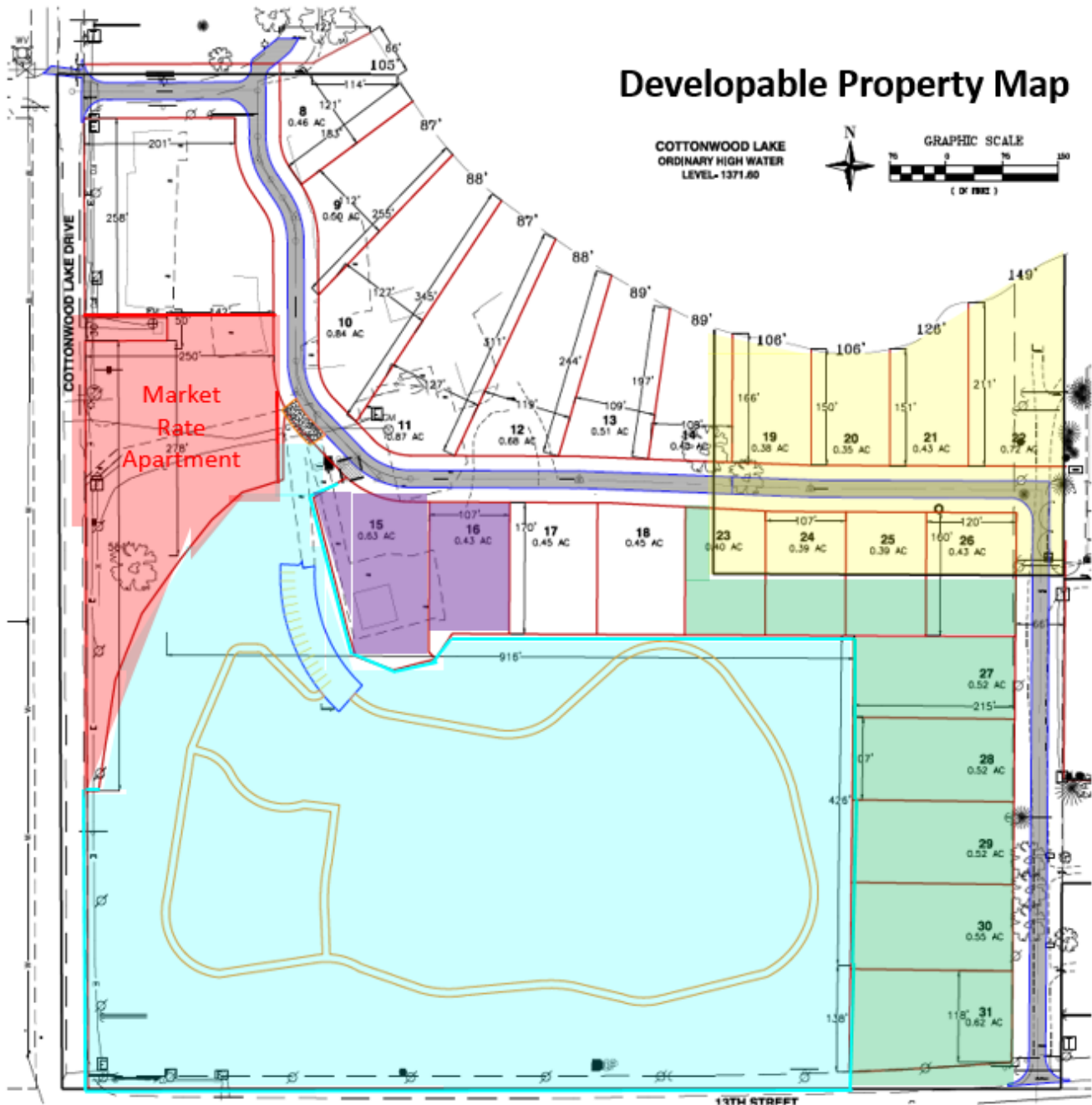
Real property in the City of Windom, County of Cottonwood, State of Minnesota, described as follows: Government Lot 2 of Section 25, Township 105, Range 36, Cottonwood County, Minnesota, excepting therefrom the following described parcel: Commencing at an existing iron monument at the southeast corner of Government Lot 2 in said Section 25; thence North 00°15'17" East, bearing based on Cottonwood County Coordinate System, along the east line of said Government Lot 2, a distance of 663.37 feet to the point of beginning; thence North 89°44'43" West, a distance of 466.00 feet; thence North 00°15'17" East, parallel with the east line of said Government 2, a distance of 320 feet, more or less, to the shoreline of Cottonwood Lake; thence easterly and northeasterly, along the shoreline of said Cottonwood Lake, a distance of 500 feet, more or less, to a point that bears North 00°15'17" East from the point of beginning; thence South 00°15'17" West, along the east line of said Government Lot 2, a distance of 424 feet, more or less, to the point of beginning.

EXCEPT for the property which CEMSTONE is retaining pursuant to the foregoing Purchase Agreement. EXHIBIT “C” outlines the legal description of Property that will be platted as Lots 15 and 16 which CEMSTONE is retaining.

Parcel: 250250200



EXHIBIT "B": Development Property Map



Property Voss
will donate to
the City for
Wellhead
Protection &
Open Space



Property Voss
will donate to
the EDA for
Future
Development



Property Voss is
Developing
(white)



Property
Cemstone
is Retaining



Bosshart
Property



EXHIBIT "C": The legal description of Property that will be platted as Lots 15 and 16

That part of Government Lot Two (2) of Section Twenty-five (25), Township 105 North, Range 36 West of the 5th P.M., Cottonwood County, Minnesota, described as follows:

Commencing at the Northwest Corner of said Government Lot 2 ; thence South 00°15'31" East on the west line of said Government Lot 2 for a distance of 548.73 feet; thence North 89°44'29" East for a distance of 338.59 feet to the Point of Beginning; thence North 59°30'18" East for a distance of 51.18 feet to the beginning of a non-tangent curve, concave North having a radius of 130.00 feet; thence Easterly on the arc of said curve to the left for an arc distance of 92.34 feet (said curve subtended by a chord which bears South 69°22'19" East with a chord distance of 90.41 feet) to the beginning of a non-tangent line; thence South 89°43'11" East for a distance of 132.56 feet; thence South 00°16'50" West for a distance of 169.99 feet; thence North 89°43'10" West for a distance of 75.64 feet; thence South 34°16'20" West for a distance of 39.56 feet; thence South 75°54'48" West for a distance of 57.98 feet; thence North 70°25'21" West for a distance of 53.03 feet; thence North 15°21'12" West for a distance of 212.76 feet to the Point of Beginning, containing 1.07 acres.

SUBJECT TO EASEMENTS, IF ANY, OF RECORD OR APPARENT.

EXHIBIT “D-1”: Ingress & Egress Map

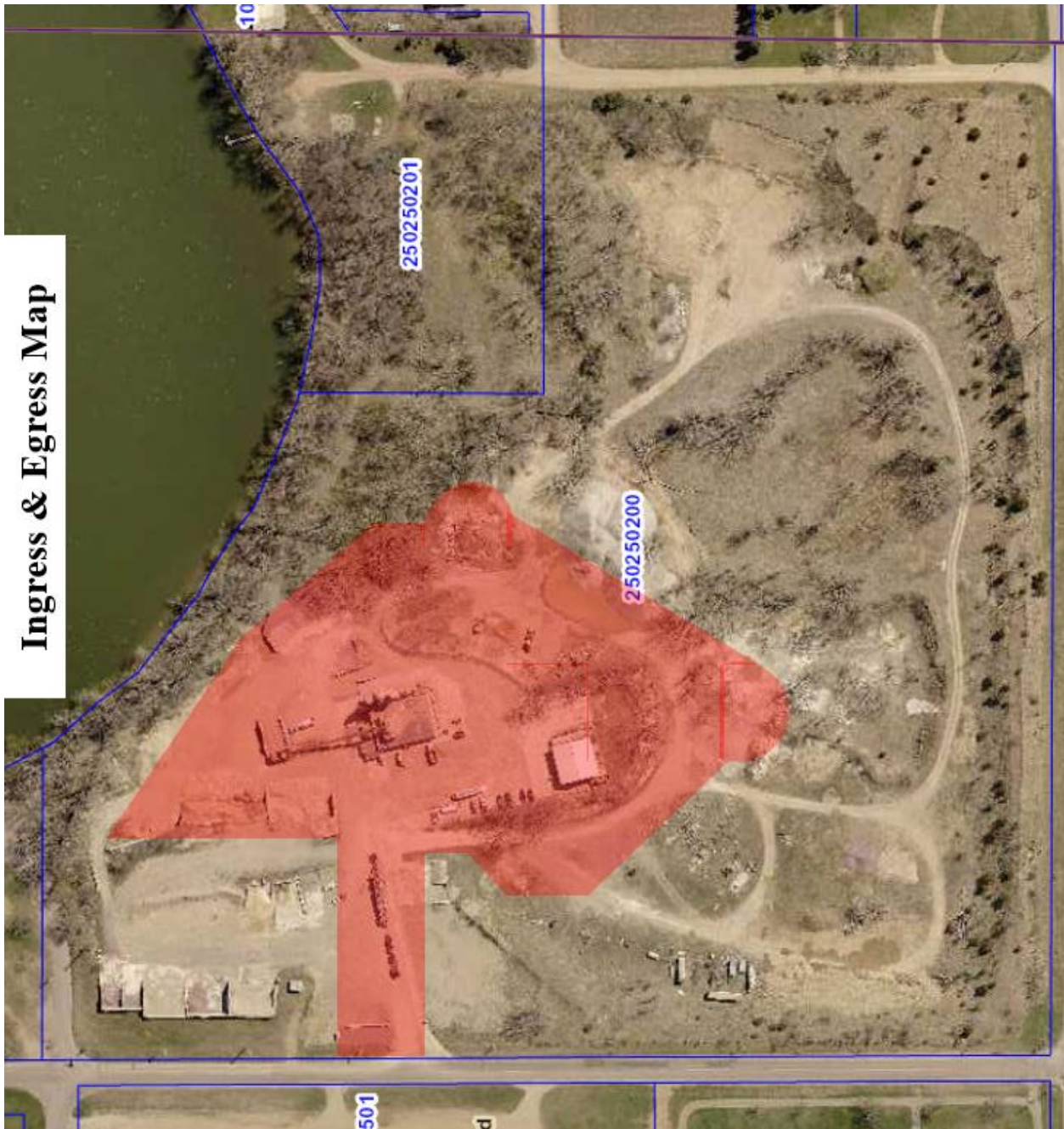


EXHIBIT "D-2": Ingress & Egress Map

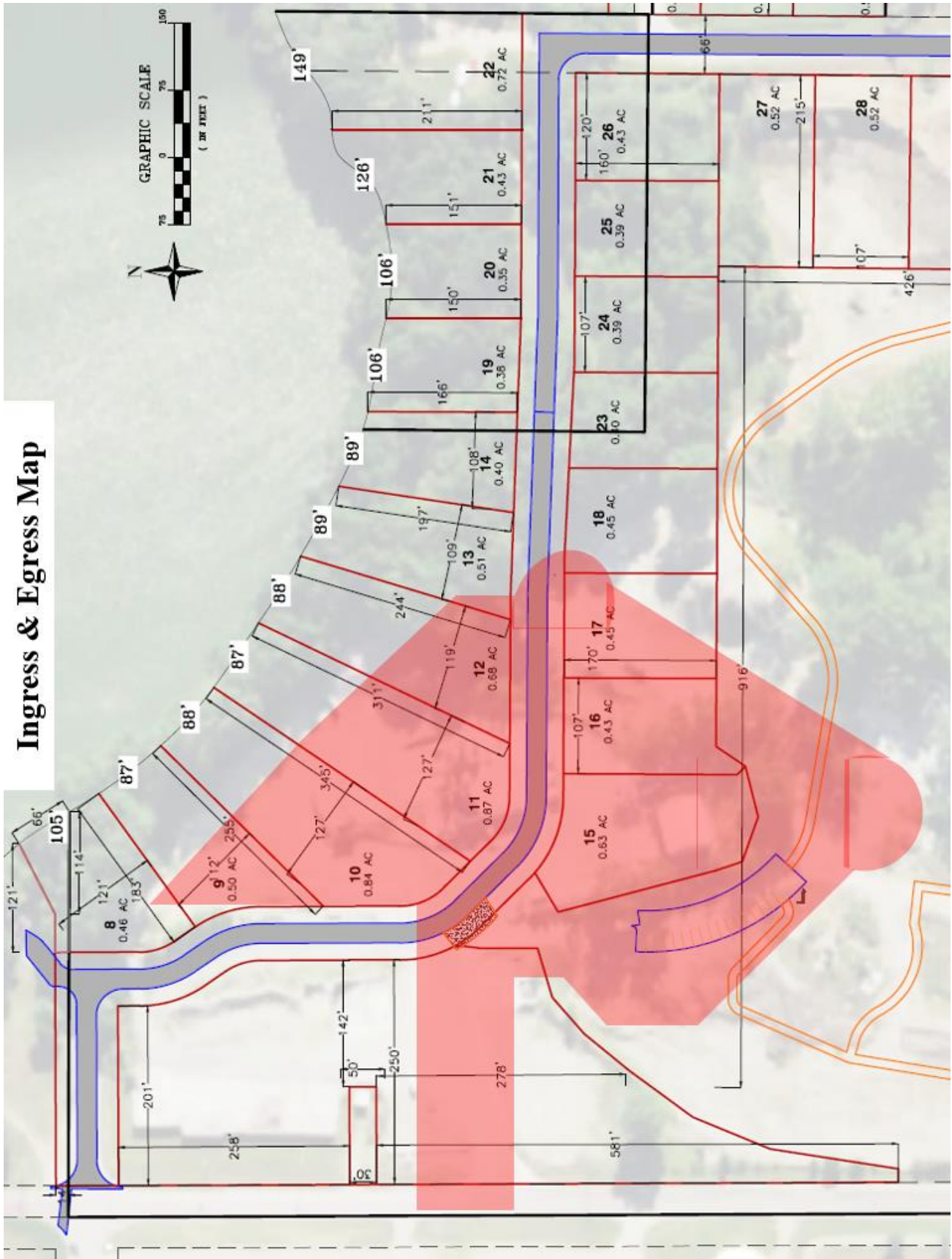


EXHIBIT “E”: Updated CEMSTONE Ingress and Egress

**Updated
Ingress & Egress Map
For
Hold Harmless Agreement**

b. The ready mix plant area means that area currently existing of the date hereof where the ready mix is located and where the stockpiles of sand and gravel and the stockpiles of crushable concrete are located, together with an access right of ingress and egress to the area from a public road.

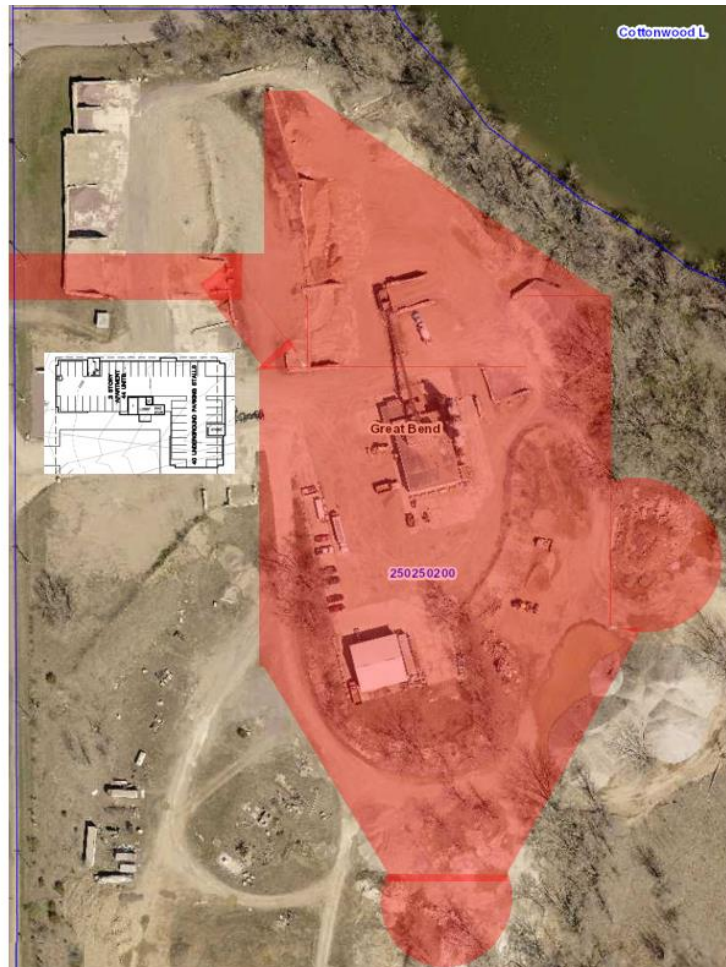


EXHIBIT “F”: CEMSTONE Concrete Pile

