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PRE-EMPTION AND CASH ENTRY PATENT - THE U. S. DEPARTMENT OF THE INTERIOR

1-1023

THE UNITED STATES OF AMERICA,

Montrose 011379
Certificate No.

To all to Whom these Presents shall come, GREETING:

Whereas, a certificate of the Register of the Land Office at
Montrose, Colorado,

has been deposited in the General Land Office, of the United States a certificate of the Register of the Land Office at
whereby it appears that full payment has been made by the said claimant Mattie Melrose

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the southeast quarter of the southeast quarter of section twenty-six and the northeast quarter of the northeast quarter of section thirty-five in township thirteen south of range eighty-six west of the sixth Principal Meridian, Colorado, containing eighty acres

according to the Official Plat of the survey of the said Land, returned to the General Land Office by the Surveyor General; which said Tract has been purchased by the said

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, has given and granted, and by these presents do give and grant unto the said claimant Mattie Melrose and to the heirs of the said claimant the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs of the said claimant forever; 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 also subject to the 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, as provided by law. And 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.

In Testimony Whereof, I, Woodrow Wilson President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the fifth day of April, in the year of our Lord one thousand nine hundred and Nineteen and of the Independence of the United States the one hundred and forty-third.



BY THE PRESIDENT: Woodrow Wilson
By M. P. Lee Roy Secretary
L. G. Learman Recorder of the General Land Office.

Recorded, Serial Number Page 693037

Filed for Record the 21st day of February, A. D. 1924 at 11:30 o'clock A. M.

By C. E. McWilliams Recorder.
M. J. Schmitz Deputy.

Filed for record the 22nd day of October, 1981 at 10:15 A.M. Joanne M. Reitinger
 Instrument No. 363301 EASEMENT AGREEMENT
 June Lilow RECORDS DEPT.

THIS EASEMENT AGREEMENT, in triplicate, is executed at Gunnison, Gunnison County, Colorado the 24th day of July, 1981, as follows:

1. PARTIES. The parties to this Agreement are:

CRESTED BUTTE MOUNTAIN RESORT, INC., a Colorado corporation, hereafter termed "CBMR"

and

THE GOTHIC GROUP, LTD., a Colorado corporation, hereafter termed "GOTHIC"

and

RUDOLPH MALENSEK, also known as RUDOLPH J. MALENSEK, hereafter termed "MALENSEK".

2. FACTS AND PURPOSES. The parties agree that the following facts and purposes are applicable to this Agreement:

2.1 CBMR is the owner of the real property set forth on attached exhibit A.

2.2 Gothic is the owner of the real property set forth on attached exhibit B.

2.3 Malensek grazes livestock on lands situate to the East of the real property set forth on attached exhibit A and attached exhibit B by virtue of certain grazing permits from the Gunnison National Forest, United States of America and leases with the State of Colorado.

2.4 Malensek has a reserved livestock easement over and across the SE 1/4 SE 1/4 of Section 26, Township 13 South, Range 86 West, 6th Principal Meridian, Gunnison County, Colorado, by virtue of an instrument recorded November 5, 1963 in Book 369 at page 55 of the records of Gunnison County, Colorado.

2.5 The parties to this Agreement desire to relocate and re-define the said livestock easement of Malensek.

3. AGREEMENT. The parties to this Easement Agreement covenant and agree to the terms and conditions herein set forth.

4. GRANT OF EASEMENT TO MALENSEK. CBMR and Gothic hereby give, grant and convey a perpetual easement and right of way for the moving of livestock over and across the real property set forth on attached exhibit C under the terms and conditions hereafter set forth.

5. CONDITIONS OF EASEMENT. The grant of easement to Malensek is subject to the following conditions:

5.1 The easement is limited in purpose to the movement of livestock to and from the grazing lands used by Malensek, or his successors and assigns, located in Section 25 and Section 36, Township 13 South, Range 86 West, 6th Principal Meridian, Gunnison County, Colorado.

5.2 The easement shall be perpetual and shall continue so long as Malensek, his successors and assigns, have the right to graze livestock in said Section 25 and Section 36; subject to the condition that if said grazing rights are at any future time terminated, revoked or cancelled this Easement Agreement shall become automatically null and void and of no further force and effect.

5.3 The easement shall be open and unobstructed and CBMR and Gothic agree that they, their successors and assigns, shall not construct any structures or improvements upon said easement that in any way would hinder, deter or obstruct the movement of livestock on said easement; subject however to the right to construct, install and maintain utility easements either underground or overhead across the easement.

5.4 CBMR and Gothic shall have the right, at their option and at their sole cost and expense, to place fences or barriers along the side boundary lines of said easement so long as the same do not intrude or obstruct into the livestock easement.

6. BOUNDARY LINE FENCE. A boundary line fence shall be kept and maintained on the common boundary line between the lands owned by CBMR and Gothic in the NE 1/4 SE 1/4 and SE 1/4 SE 1/4 of Section 26, Township 13, Range 86 West, 6th Principal Meridian and the grazing lands used by Malensek in Section 25, Township 13, Range 86 West, 6th Principal Meridian South from the Ski Trails under the following conditions:

6.1 CBMR and Gothic shall pay to Malensek the sum of \$4,500.00, or a greater sum if required for the actual cost to construct the same, to erect and construct a good and sufficient boundary line fence (sufficient to turn livestock) along the said common boundary line between the real property owned by CBMR and Gothic as above described and the grazing lands owned by Malensek.

6.2 Thereafter, Malensek shall keep and maintain said fence in good repair and condition.

6.3 CBMR and Gothic agree that they shall thereafter pay one-half of the total cost and expense to properly maintain said fence, which amount shall be paid promptly upon Malensek presenting a statement to CBMR and Gothic for its one-half share of the cost of any such repairs.

7. ADDITIONAL LIVESTOCK EASEMENT TO MALENSEK BY CBMR.

CBMR hereby grants a livestock easement to Malensek for livestock purposes under the following special conditions:

7.1 The easement is for the purpose of driving livestock to and from the grazing lands of Malensek as above set forth.

7.2 The livestock easement shall be located over and across the T-Bar ski trails as situate in place in the NE 1/4 SE 1/4 and SE 1/4 NE 1/4 of said Section 26.

7.3 The easement shall be limited to and situate on only the real property owned by CBMR and denominated "Skier's Domain" and shall not be an easement over and across any lands heretofore conveyed by CBMR or any lands that may hereafter be conveyed by CBMR to any third persons.

7.4 CMBR and Malensek mutually understand and agree that the actual location of said easement may be changed or amended in accordance with future development plans of the Crested Butte Ski Area and/or the rules and regulations pertaining thereto of the United States of America, Gunnison National Forest.

7.5 The easement is limited in purpose to the movement of livestock to and from the grazing lands used by Malensek, or his successors in interest and shall continue so long as Malensek, his successors and assigns have the right to graze livestock in said Section 25 and Section 36; subject to the condition that if said grazing rights are at any future time terminated, revoked or cancelled this Easement Agreement shall become automatically null and void and of no further force and effect.

8. REVOCATION OF EASEMENT. Malensek hereby revokes, cancels, terminates and releases any and all right of any nature or description in and to the reserved right of way as set forth in the quitclaim deed recorded November 5, 1963 in Book 369 at page 55 of the records of Gunnison County, Colorado and hereby quitclaims and conveys to CMBR and Gothic any interest therein.

9. APPLICABLE LAW. This Agreement is entered into at Gunnison County, Colorado and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

10. ATTORNEYS' FEES. It is agreed that if any action is brought in a court of law by either party to this Agreement as to the enforcement, interpretation or construction of this Agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

11. BINDING AGREEMENT. It is understood and agreed that this Agreement shall be binding upon the heirs, personal representatives, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

CRESTED BUTTE MOUNTAIN RESORT, INC.
a Colorado corporation

BY *Amich Lubin*

THE GOTHIC GROUP, LTD. a Colorado corporation

BY *Rosa Shufeldt*

Rudolph Malensek
Rudolph Malensek, also known as
Rudolph J. Malensek

ATTEST:

Janet K. Behring

STATE OF COLORADO)
)ss
County of Gunnison)

The above and foregoing instrument was acknowledged before me this 24th day of July, 1981 by James R. Larkin as Vice-Chairman and by Harrison F. Russell as Assistant Secretary of Crested Butte Mountain Resort, Inc. a Colorado corporation.

My commission expires: Oct. 20, 1984
Witness my hand and official seal.



Joyce A. Violet
Notary Public
Post Office Box 179
Gunnison, Colorado 81230

STATE OF NY)
)ss
County of NY)

The above and foregoing instrument was acknowledged before me this 31 day of July, 1981 by Rosa Shuffler as president and by Janet Behring as Vice President of The Gothic Group, Ltd., a Colorado corporation.

My commission expires:
Witness my hand and official seal.



Linda Hellew
Notary Public

LINDA HELLEW
Notary Public, State of New York
No. 24-4514081
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1988

STATE OF COLORADO)
)ss
County of Gunnison)

The above and foregoing instrument was acknowledged before me this 24th day of July, 1981 by Rudolph Malensek also known as Rudolph J. Malensek.

My commission expires: Oct. 20, 1984
Witness my hand and official seal.



Joyce A. Violet
Notary Public
Post Office Box 179
Gunnison, Colorado 81230

EXHIBIT "A"

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 13 South, Range 86 West of the Sixth Principal Meridian, Town of Mt. Crested Butte, Gunnison County, Colorado, described as follows:

Beginning at the Northwest corner (a brass capped-pipe monument) of the said Southeast Quarter of the Southeast Quarter of Section 26; thence North $89^{\circ}36'06''$ East along the North boundary of the said Southeast Quarter of the Southeast Quarter a distance of 68.52 feet to the westerly boundary of the Hunter Hill Road; thence along the boundary of said Hunter Hill Road on a curve to the left 198.97 feet, said curve having a radius of 400.0 feet and a chord which bears South $13^{\circ}00'26''$ West; thence South $1^{\circ}14'35''$ East 46.72 feet; thence on a curve to the left 291.24 feet, said curve having a radius of 400.0 feet and a chord which bears South $22^{\circ}06'06''$ East 284.85 feet; thence South $42^{\circ}57'37''$ East 390.0 feet; thence South $49^{\circ}28'46''$ West 14.82 feet; thence North $50^{\circ}45'13''$ West 475.0 feet to the West boundary of the said Southeast Quarter of the Southeast Quarter; thence leaving said road boundary North $2^{\circ}11'48''$ West along the said West boundary of the Southeast Quarter of the Southeast Quarter a distance of 496.92 feet to the point of beginning, containing 0.8714 acres.

A tract of land located in the East Half of the Southeast Quarter of Section 26, Township 13 South, Range 86 West of the Sixth Principal Meridian, Town of Mt. Crested Butte, Gunnison County, Colorado, described as follows:

Beginning at a point on the East section line boundary of said Section 26 from whence the Southeast corner (brass capped) of said Section 26 bears South $2^{\circ}39'58''$ East 400.0 feet; thence proceeding around the tract herein described South $89^{\circ}33'44''$ West 1080.47 feet; thence on a curve to the right 46.80 feet, said curve having a radius of 89.66 feet and a chord which bears North $53^{\circ}14'02''$ West 46.27 feet; thence North $38^{\circ}17'39''$ West 307.67 feet; thence on a curve to the left 73.86 feet, said curve having a radius of 210.0 feet and a chord which bears North $44^{\circ}12'30''$ West 73.48 feet; thence North $54^{\circ}17'03''$ West 12.41 feet to the West boundary line of said East Half of the Southeast Quarter; thence North $2^{\circ}11'48''$ West along said West boundary line 16.89 feet to the southerly boundary of Hunter Hill Road; thence along the said southerly and easterly boundary of Hunter Hill Road, first South $50^{\circ}45'13''$ East 464.59 feet; thence on a curve to the left 194.0 feet, said curve having a radius of 64.54 feet and a chord which bears North $43^{\circ}08'35''$ East 128.78 feet; thence North $42^{\circ}57'37''$ West 430.94 feet; thence on a curve to the right 247.55 feet, said curve having a radius of 340.0 feet and a chord which bears North $22^{\circ}06'06''$ West 242.12 feet; thence North $1^{\circ}14'35''$ West 46.72 feet; thence on a curve to the right 171.13 feet, said curve having a radius of 340.0 feet and a chord which bears North $13^{\circ}10'33''$ East 169.33 feet; thence North $27^{\circ}35'41''$ East 29.53 feet; thence North $28^{\circ}14'14''$ East 464.77 feet to the southerly boundary of the San Moritz Condominiums - Paradise and International Buildings - parcel of land; thence South $65^{\circ}18'11''$ East 14.97 feet to the southeasterly corner of the above said parcel; thence North $35^{\circ}15'31''$ East along the easterly boundary of said parcel 491.7 feet; thence South $56^{\circ}40'53''$ East 812.73 feet to the said East boundary line of Section 26; thence South $2^{\circ}39'58''$ East along said East section line 1274.98 feet to the point of beginning, containing 38.77 acres.

EXHIBIT "B"

A tract of land containing approximately 12.99 acres, more or less, located in the Town of Mt. Crested Butte, Gunnison County, Colorado, and in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 13 South, Range 86 West, 6th P.M., more particularly described as follows:

Beginning at the SE corner of said Section 26, thence South 89°33'44" West a distance of 1,360.08 feet to the SW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26; thence North 2°11'48" West along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 a distance of 649.12 feet; thence on a curve to the right a distance of 14.16 feet, said curve having a radius of 150.00 feet and a chord which bears South 36°50'14" East a distance of 14.16 feet; thence South 38°15'55" East a distance of 300.83 feet; thence North 89°33'44" East a distance of 1,171.56 feet to a point on the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26; thence South 2°39'58" East along said East line a distance of 400.00 feet to the point of beginning.

EXHIBIT C

A tract of land situate in the SE 1/4 SE 1/4, Section 26, Township 13, Range 86 West, 6th Principal Meridian, being 30 feet in total width and 15 feet in width on either side of a line described as follows:

Commencing at a point on the East line of the said SE 1/4 SE 1/4 which is North 2°39'58" West a distance of 400 feet from the Southeast corner of said Section 26; thence South 89°33'44" West 1,080.47 feet to the easterly boundary line of Hunter Hill Road

and

A tract of land in the SE 1/4 SE 1/4, Section 26, Township 13, Range 86 West, 6th Principal Meridian, being 30 feet in width along and adjacent to the easterly boundary line of the said SE 1/4 SE 1/4 commencing at the Southeast corner of said Section 26 and continuing North 2°39'58" West along the said easterly boundary line 400 feet.

Said tracts of land connect with Hunter Hill Road and access is provided over and across Hunter Hill Road, a dedicated public road, to the Crested Butte-Gothic County Road.