

GRANT OF EASEMENT

Crested Butte Land Trust, a Colorado nonprofit corporation ("Grantor"), whose address is P.O. Box 2224, Crested Butte, CO 81224, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **Wildbird Landowners' Association**, ("Grantee"), whose address is P.O. Box 152, Crested Butte, CO 81224, a perpetual, non-exclusive easement (the "Easement") twenty (20') feet in width over and across the real property described in the attached **Exhibit A** (the "Servient Estate"). A drawing of the Servient Estate and the location of the Easement is attached hereto as **Exhibit B**. The real property served by the Easement (the "Dominant Estate") is described in the attached **Exhibit C**.

The grant of the Easement is expressly subject to the following terms and conditions:

1. The Easement may be used by Grantee (including Grantee's members and their contractors and invitees) for the sole purpose of ingress to and egress from the Dominant Estate. It is the parties' intention and they agree that the motorized use of the easement shall be minimal in order to minimize the conflicts caused by motor vehicles interfacing with pedestrians and bicyclists on the Servient Estate. The Easement shall not be utilized for motorized use on a regular basis and shall be used only occasionally when there is less than six inches (6") of snow covering the Easement for the purposes of transporting substantial quantities of construction materials, supplies, firewood and other material, and for allowing occasional motorized access by Grantee's members and their contractors and invitees. The Grantee shall notify the designee of the Grantor in advance whenever more than five motor vehicles used by Grantee's invitees will be using the Easement during any given day. If Grantor believes such use is becoming more than occasional, it shall so notify Grantee and the parties shall timely meet to discuss the issue.

2. The legal description of the Easement and condition of the road shall remain substantially as they currently exist. During the early summer of 2002, a metes and bounds description of the Easement centerline shall be recorded as **Exhibit D**, and the condition shall be documented by duplicate sets of photographs, and/or a video tape to be taken and identified and held by the parties as **Exhibit E**. Grantor shall not be responsible for any repairs or maintenance to the road, except that the road shall be replaced by Grantor to essentially its current condition, or a better condition to improve drainage, if required after mining reclamation of the Servient Estate. Grantee shall not plow, or cause to be plowed, any part of the Easement unless a fire or flood emergency exists to the Dominant Estate or any of the residences thereon. Grantee shall not gravel or place any other material on the surface of the Easement road other than to add fill in low areas to keep the road in passable condition. The Grantee may perform a reasonable amount of drainage and other repair and maintenance work on the road and drainage which affects the road. Grantor will avoid causing any damage to the roadway and will not interfere with the condition of the road, nor make any improvements on the Servient Estate which will cause interference or impedance to the condition of or travel on the road.

3. In consideration of this grant, Grantee and its members and their contractors and invitees shall use the Easement at their own risk, shall avoid causing any damage to the Servient Estate and shall indemnify and hold harmless Grantor against any and all costs, expenses, claims or damages, including reasonable attorneys' fees, which are caused by the exercise of the privileges granted to Grantee pursuant to this Grant of Easement.

4. Grantor shall have the right to use the Servient Estate for any purpose not inconsistent with the rights of Grantee as set forth herein.

5. Grantor shall have the right to assign its interests in this Grant of Easement, but Grantee shall not have the right to assign any of its interests in this Grant of Easement without Grantor's prior written consent.

6. In consideration hereof, Grantee, for itself and its members, hereby waives any and all rights, claims, interests and claims of right that it may have against Grantor or its predecessors in title concerning whether Grantee or its members have previously acquired any right to use the Easement by virtue of previous use thereof by it or its members.

7. This Grant of Easement may be revoked by Grantor if Grantee or any of its members or their contractors or invitees fail to comply with the terms and conditions of this Grant of Easement, but only after Grantor has provided Grantee with written notice of the failure to comply, and Grantee has failed to remedy the default within fifteen (15) days after receipt of the written notice, or the default continues to occur.

8. That certain Grant of Revocable Easement between Crested Corp., a Colorado corporation, and Grantee dated August 4, 1997 and recorded in the official records of Gunnison County on August 13, 1997 at Reception No. 477538 is hereby revoked and terminated and shall have no further force or effect.

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9. If any action is brought in a court of law or equity by either party to this Grant of Easement as to the enforcement, interpretation or construction hereof, or any document provided for herein, the substantially prevailing party in such action shall be entitled to reasonable attorneys' fees, expert and other witness fees, and all costs incurred in the prosecution or defense of such action.

10. The Easement is appurtenant to the Dominant Estate. All provisions of this Grant of Easement, including all benefits and burdens, shall run with the lands of the Dominant Estate and Servient Estate and shall inure to the benefit of the successors and assigns of Grantor and Grantee, subject to the provisions hereof. This Grant of Easement shall be recorded in the real property records of Gunnison County, Colorado.

11. This Grant of Easement is entered into in Gunnison County, Colorado and it is agreed that the proper jurisdiction and venue of any action pertaining to it shall be in the District Court of Gunnison County, Colorado.

12. This Grant of Easement contains the entire and only agreement between the parties concerning the subject matter hereof, and no oral statements or representations not contained herein shall be of any force or effect between the parties.

13. This Grant of Easement shall not be modified or amended in any manner except by written instrument executed by both parties.

14. Each party hereby acknowledges that it has received the appropriate authority to execute this Grant of Easement.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement to be effective as of January 4, 2002.

CRESTED BUTTE LAND TRUST,
a Colorado nonprofit corporation


WILDBIRD LANDOWNERS'
ASSOCIATION,
a Colorado unincorporated Association

By: Sandra Allen Leinsdorf
Sandra Allen Leinsdorf, President

By: Dennis B. Hall
President or other authorized representative

STATE OF COLORADO)
)ss.
County of Gunnison)


The foregoing instrument was acknowledged before me this 4 day of January, 2002, by Sandra Allen Leinsdorf as President of the Crested Butte Land Trust, a Colorado nonprofit corporation, the Grantor under the foregoing instrument..

Witness my hand and official seal.
My commission expires: 5-29-05

ANNE B. ROMERO

[Signature]
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 3 day of January, 2002, by Dennis B. Hall, as President or other authorized representative of Wildbird Landowners' Association, a Colorado unincorporated association, the Grantee under the foregoing instrument.

Witness my hand and official seal.
My commission expires: 5/29/05

ANNE B. ROMERO

[Signature]
Notary Public

Please return to: James H. Starr
Starr & Burgess, P.C.
P.O. Box 1167
Crested Butte, CO 81224

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EXHIBIT A
(to Grant of Easement)

A tract of land located in the South Half of the Southeast Quarter and the South Half of the Southwest Quarter of Section 28, Township 13 South Range 86 West of the Sixth Principal Meridian, described by metes and bounds as follows:

Beginning at the Southeast Corner of said Section 28, a standard brass-capped monument;

Thence following the South Line of the said Southeast Quarter, S89°46'00"W a distance of 2,558.97 feet to the South Quarter Corner of said Section 28;

Thence following the South Line of the Southwest Quarter of said Section 28, S89°42'24"W a distance of 1,960.98 feet;

Thence leaving the Section Line N 1°57'50"W a distance of 666.72 feet;

Thence N89°42'24"E a distance of 1,960.98 feet, more or less, to the N-S Quarter Line of said Section 28;

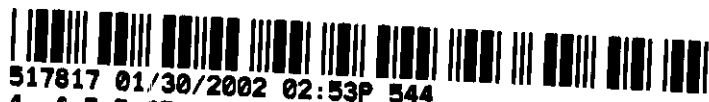
Thence following the said N-S Quarter Line N 1°57'50"W a distance of 305.16 feet;

Thence leaving the said Quarter Line N89°59'59"E a distance of 2,572.33 feet to the East Line of the Southeast Quarter of said Section 28;

Thence following the said East Line S 1°11'14"E a distance of 961.11 feet to the point of beginning,

County of Gunnison,
State of Colorado.

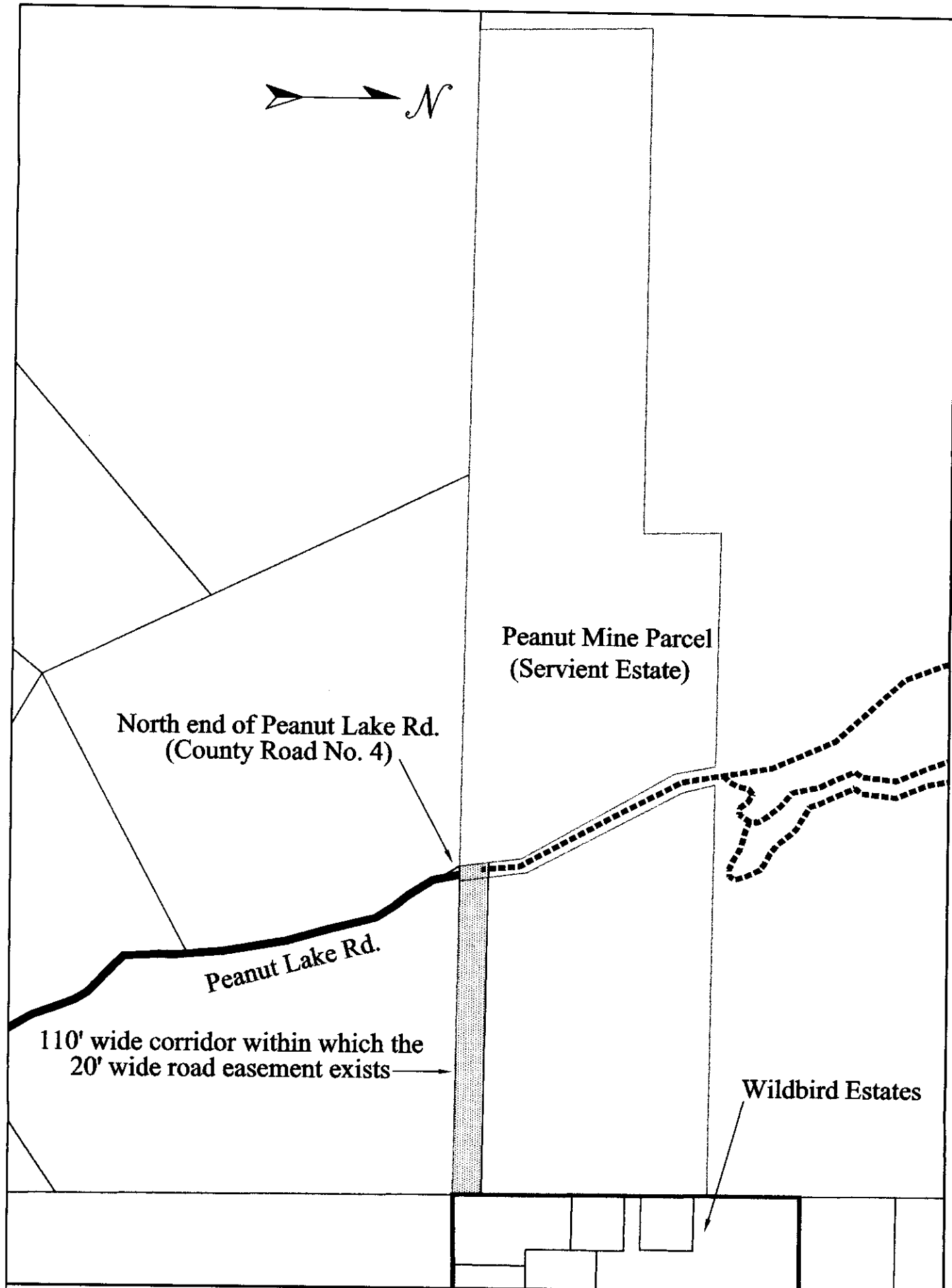
Basis for bearings is True North as determined from solar observation. GLO brass-cap markers in place determined bearings of Section Lines and Quarter Line.



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EXHIBIT B (to Grant of Easement)



- Parcels
- Roads
- Lakes
- Streams
- Trails

0 250 500 750 1,000 feet



**CRESTED BUTTE
LAND TRUST**

"Preserving the Present for the Future"

Drawn by: Hilary Mayes
Date: January 24, 2002

Filename: wildbird.dwg
Plotfile: 01240201.plt

E X H I B I T C
(to Grant of Easement)

Township 13 South, Range 86 West, 6th P.M.

Section 27: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Consisting of 40 acres, less the following
described six (6) parcels:

Parcel #1 (Montrose)

Beginning at a point on the West Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest Corner of said Section (a brass cap marker) bears S1°10'E, a distance of 725.00 feet; thence along said Section Line N1°10'W a distance of 205.04 feet; thence East 214.57 feet; thence South a distance of 205.00 feet; thence West a distance of 210.40 feet to the point of beginning. Containing 1.00 Acres more or less.

Parcel #2 (Glazer)

Beginning at a point on the West Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest Corner of said Section (a brass cap marker) bears S1°10'E, a distance of 460 feet; thence along said Section Line N1°10'W a distance of 202.04 feet; thence East a distance of 217.70 feet; thence South a distance of 202.00 feet; thence West a distance of 213.59 feet to the point of beginning. Contiguous with Parcel Number 3 in same said SW $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #3 (Ross)

Beginning at a point in the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest Corner of said Section (a brass cap marker) bears S35°09'46"W, a distance of 354.61 feet; thence North a distance of 272.25 feet; thence East a distance of 160.0 feet; thence South a distance of 272.25 feet; thence West a distance of 160.0 feet to the point of beginning. Contiguous with parcels #2, 4 & 5 in same said SW $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #4 (Benjamin)

Beginning at a point in the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest Corner of said Section (a brass cap marker) bears S39°56'44"W a distance of 567.27 feet; thence North a distance of 139.41 feet; thence East a distance of 230.00 feet; thence South a distance of 189.41 feet; thence West a distance of 230.00 feet to the point of beginning. Contiguous with parcel #3 in same said SW $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #5 (Newberry)

Beginning at a point on the South Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest corner of said Section (a brass cap marker) bears S88°15'W a distance of 265.00 feet; thence North a distance of 281.81 feet; thence East a distance of 155.9 feet; thence South a distance of 276.92 feet; thence along said Section Line S88°15'W a distance of 155.97 feet to the point of beginning. Contiguous with parcels #3 & 6 in same said SW $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #6 (Muller)

Beginning at a point on the South Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest corner of said Section (a brass cap marker) bears S88°15'W a distance of 420.97 feet; thence North a distance of 274.70 feet; thence East a distance of 160.00 feet; thence South a distance of 269.81 feet; thence along said Section Line S88°15'W a distance of 160.07 feet to the point of beginning. Contiguous with parcel #5 in same said SW $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 1.00 Acres more or less.

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