

GRANT OF EASEMENT

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

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

1. The Easement may be used by Grantee, its Board, employees, agents or invitees, as restricted herein and for the sole purpose of ingress to and egress from the Dominant Estate. It is the parties' intention and they agree that the Easement shall not be used on a regular basis and shall be used only occasionally.
2. The use of the Easement shall be for non-motorized access, except only in cases of fire or flood emergency or to enhance the condition of wetlands on the Dominant Estate. Further, non-motorized use of the Easement by Grantee and no more than ten (10) invitees may occur for educational purposes no more than five (5) times per year, unless otherwise agreed by Grantor.
3. Grantee may erect or cause to be erected a barbed wire gate in the Easement after consulting with the Grantor concerning the location of the gate to be constructed.
4. In consideration of this grant, Grantee and its Board, employees, agents and invitess 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 attorney fees, which shall be caused by the exercise of the privileges granted to Grantee pursuant to this Grant of Easement.
5. Grantor shall have the right to use the Servient Estate for any purpose not inconsistent with the rights of Grantee as set forth herein.
6. 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 the prior written consent of Grantor.
7. This Grant of Easement may be revoked by Grantor if Grantee fails 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. 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.
9. 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 be binding upon 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.
10. 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.

11. 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.

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

13. The parties hereby acknowledge that they have the appropriate authority to execute this Grant of Easement.

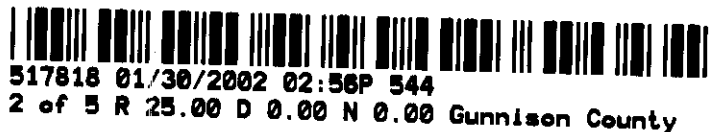
IN WITNESS WHEREOF, the parties have executed this Grant of Easement to be effective as of January 4, 2002.

WILDBIRD LANDOWNERS' ASSOCIATION,
a Colorado unincorporated association

CRESTED BUTTE LAND TRUST,
a Colorado nonprofit corporation

By: Jennis B. Hall
President or other authorized representative

By: Sandra Allen Leinsdorf
Sandra Allen Leinsdorf, President

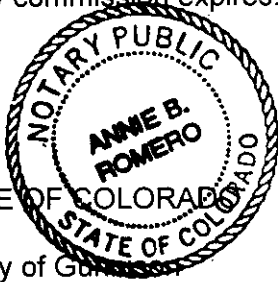


STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

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

Witness my hand and official seal.

My commission expires: 5.29.05



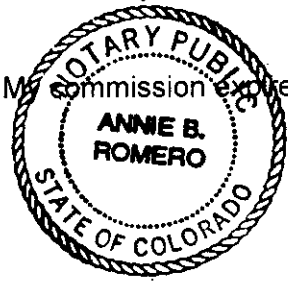
[Signature]
Notary Public

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 Grantee under the foregoing instrument.

Witness my hand and official seal.

My commission expires: 5.29.05



[Signature]
Notary Public

E X H I B I T " A "
(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 $\frac{1}{4}$ 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 189.41 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 $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #5 (Newberry)

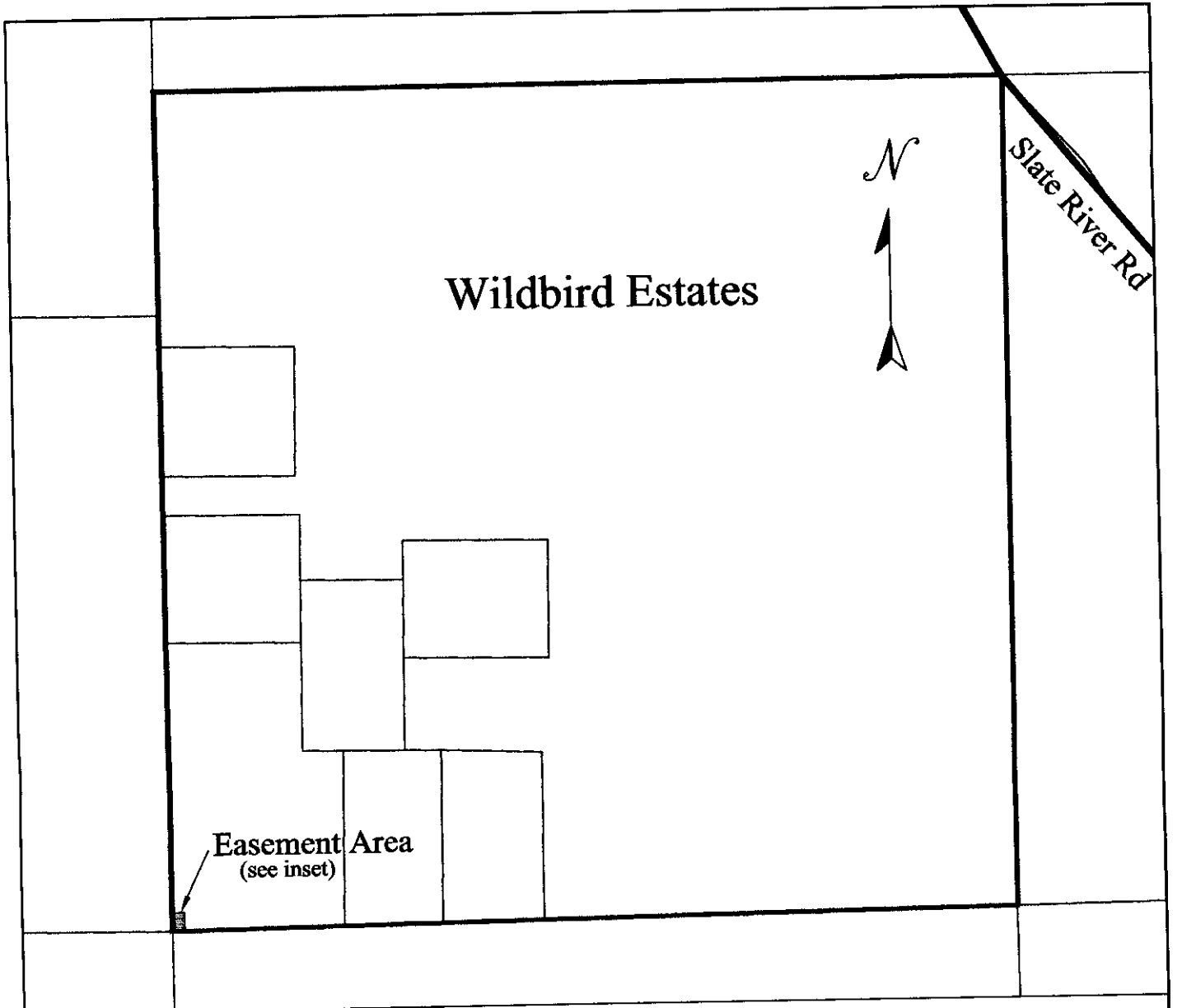
Beginning at a point on the South Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest corner of said Section (a brass cap marker) bears S88°15'W a distance of 265.00 feet; thence North 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 $\frac{1}{4}$ and containing 1.00 Acres more or less.

Parcel #6 (Muller)

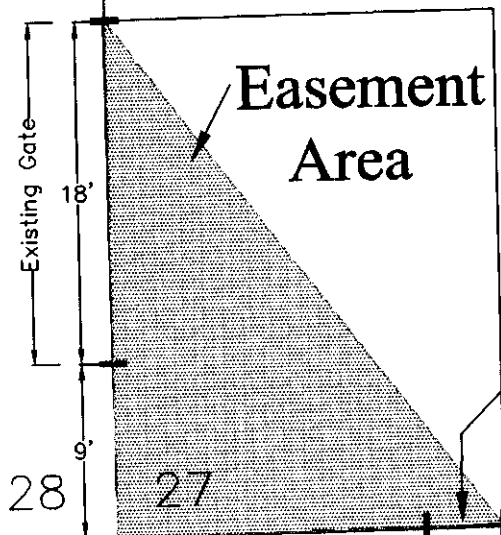
Beginning at a point on the South Section Line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 86 West of the Sixth Principal Meridian, from whence the Southwest corner of said Section (a brass cap marker) bears S88°15'W a distance of 420.97 feet; thence North 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 $\frac{1}{4}$ and containing 1.00 Acres more or less.

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EXHIBIT B
 (to Grant of Easement)



INSET

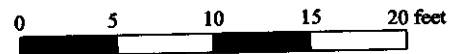


Location of 4' wide gate which can be erected by Grantee (between 16' and 20' from section corner)

SECTION CORNER

28
33

16'
20'
34



Wildbird Estates

- Parcels
- ▬ Streams



**CRESTED BUTTE
 LAND TRUST**

Preserving the Present for the Future

Drawn by: Hilary Mayes
 Date: January 24, 2002

Filename: wildbird.dwg
 Plotfile: 01240202.plt

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EXHIBIT C
(to Grant of Easement)

West half (W ½) of the northwest quarter (NW ¼) of Section 34,
Township 13 South, Range 86 West, 6th P.M.,
County of Gunnison,
State of Colorado.