

Attention Routt County Clerk and Recorder:
Record as "Deed of Conservation Easement"
After recording return to:
Yampa Valley Land Trust
PO Box 773014
Steamboat Springs, CO 80477

Gunn Creek

DEED OF CONSERVATION EASEMENT

Yampa Valley Land Trust

HTC®

**DEED OF CONSERVATION EASEMENT
Gunn Creek**

**Yampa Valley Land Trust
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Any time the Property itself, or any interest in it, is transferred by the owner of a Parcel or Tract to any third party, Grantor shall notify the Trust and pay a transfer fee (for tracking, changing files names, and database contact information, etc.) of one-half of one percent (0.5 %) of the fair market value or sale price of the Property (and not less than the reasonable Fair Market Value of the Property) the Trust at closing, however not less than \$500.00, which amount is pursuant to the terms and provisions of Paragraphs 22 and 23 of this Deed.

AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT
Gunn Creek Ranch
Yampa Valley Land Trust

THIS DEED OF CONSERVATION EASEMENT HAS BEEN ACQUIRED SPECIFICALLY FOR THE PROTECTION OF A NATURAL AREA IN ITS NATURAL STATE BY YAMPA VALLEY LAND TRUST, INC. THIS DEED OF CONSERVATION EASEMENT MAY NOT BE ENCUMBERED, DISPOSED OF IN ANY MANNER OR USED FOR PURPOSES INCONSISTENT WITH THIS EASEMENT. THIS DEED CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY THAT ARE INTENDED TO PROTECT ITS OPEN SPACE, ECOLOGICAL, AGRICULTURAL AND OTHER CONSERVATION VALUES. THE TRUST HAS FOUND THAT THE ADOPTION OF THESE DEED RESTRICTIONS IS IN THE PUBLIC INTEREST.

THIS AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT (the "**Easement**") is granted this 5th day of May 2015, by: (1) Glen C. Jeckel as Trustee of the **GLEN C. JECKEL REVOCABLE TRUST**, dated December 21, 2001 ("**Jeckel**") whose mailing address is PO Box 880940 Steamboat Springs, CO 80488, as the owner of Parcel 1 (which includes the area within which Parcel 4 may be created) as described herein; and (2) **DAVID BARNES** and **MICHELLE BARNES** ("**Barnes**"), whose mailing address is PO Box 772779 Steamboat Springs, CO 80477, as owner of Parcels 2 and 3, described herein (collectively, the "**Grantor**"), to and for the benefit of **YAMPA VALLEY LAND TRUST, INC.**, a Colorado nonprofit corporation, of whose address is 1201 Lincoln Avenue, PO Box 773014, Steamboat Springs, Colorado, 80477 (the "**Trust**"), for the purpose of forever conserving the open space character, wildlife habitat, scenic qualities, the availability for agricultural and recreational uses and other conservation values of the subject property.

The following Exhibits are attached hereto and made a part of this Easement:

- Exhibit A – Property Description
- Exhibit A-1 – Description of Parcel #1
- Exhibit A-2 – Description of Parcel #2
- Exhibit A-3 – Description of Parcel #3
- Exhibit A-4 – Description of Parcel #4
- Exhibit A-5 – Description of Tract 1
- Exhibit B – Property Location Map
- Exhibit C-1 – Acknowledgment of Baseline Documentation Report
- Exhibit D-1 – Property Characteristics Map
- Exhibit E – Map of Parcels, Residential Building Area #1, Residential Building Zone #1
- Exhibit F – Table of Structures

RECITALS:

- A. Glen C. Jeckel granted a Deed of Conservation Easement to the Trust which was recorded October 15, 1996 in Book 725 at Page 1021 as Reception No. 469336 of the records of the Routt County, Colorado Clerk and Recorder (the “**Original Easement**”). The Original Easement encumbers approximately 482 acres of land located in Routt County described in the Original Easement (the “**Original Property**”). By the terms and provisions of the Original Easement, the Original Property could be subdivided into as many as four separate parcels (the “**Parcels**”). The approximate location of the Parcels is shown on Exhibit E of the Original Easement. Any time that the Property was subdivided the resulting configuration of the Original Property was to be documented by a recorded amendment to the Original Easement. The Original Property was later conveyed to the Glen C. Jeckel Revocable Trust dated December 21, 2001 (the “**Jeckel Trust**”).
- B. As permitted under Paragraph 5A(6) in the Original Easement, the Jeckel Trust subdivided a 7-acre vacant tract (“**Tract 1**”) for conveyance to adjoining landowners, Edmund W. Jones and Delle C. Jones (by deed recorded on October 4, 2005 at Reception No. 626804) (Tract 1 has since been conveyed into the ownership of Gunn Creek Cabin, LLC, an Ohio limited liability company). In accordance with the terms and provisions of the Original Easement, Tract 1 remains subject to the terms and conditions of the Original Easement; this Amended and Restated Deed of Conservation Easement does not encumber Tract 1 but does permit the Trust to access Tract 1 for purposes of monitoring and enforcing the terms of the Original Easement. Tract 1 is described in the attached **Exhibit A-5**.
- C. The property encumbered by this Amended and Restated Deed of Conservation Easement is described in **Exhibits A-1 through A-4** and is referred to herein as the “**Property**”. The Property and the Parcels were resurveyed by Four Points Surveying and Engineering in a survey dated February 23, 2015 (the “**Survey**”). The description of the Property and the descriptions of the Parcels created by the Survey are intended to describe the same land previously encumbered in the Original Easement less Tract 1.
- D. As permitted by the Original Easement, two (2) thirty-five (35) acre parcels, identified in the Original Easement as Parcel #2 and Parcel #3, were divided from the Property. Both Parcel #2 and Parcel #3 were conveyed from the Jeckel Trust to David Barnes and Michelle Barnes (by deeds recorded on November 28, 2007 at Reception No. 667267 and Reception No. 667269), and remained subject to the terms and provisions of the Original Easement. The description of Parcel #2, as revised by the Survey, is attached as **Exhibit A-2**. The description of Parcel #3, as revised by the Survey, is attached as **Exhibit A-3**.
- E. The Grantor and the Trust wish to restate, merge, supersede and replace the Original Easement with this Amended and Restated Deed of Conservation Easement (but not interrupt the perpetual duration of the Original Easement or the property rights which vested in the Trust at the recording of the Original Easement, for the purpose of documenting in the real estate records of Routt County the permitted subdivisions of the

Property which have occurred thus far, for the purpose of designating Parcel #1 and Parcel #4 of the Property as separate subdivided parcels which may be separately conveyed without further approval of the Trust subject to the provisions of Paragraph 22, herein, and for the purpose of updating certain terms and provisions of the Original Easement. This Amended and Restated Deed of Conservation Easement is referred to herein as the “**Conservation Easement**” or the “**Easement**”.

F. The Property possesses natural, scenic and open space values and wildlife habitat, all as further described herein (collectively, “**Conservation Values**”), worthy of preservation and of great importance to the Trust, the people of Routt County, the people of the state of Colorado and the people of the United States, and the protection of which will yield significant public benefit. The Property has significant ecological and open space values as defined in CRS § 38-30.5-101, et seq., and provides natural habitat for native plants and animals. The Property also has Conservation Values as indicated by the following clearly delineated governmental conservation policies:

1. CRS § 38-30.5-101, et seq., which provides in part for the establishment of conservation easements to maintain land “in a natural, scenic or open condition, or for wildlife habitat, or for agricultural . . . recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity.”
2. CRS § 33-1-101, et seq., which provides in part that “it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors” and which also provide that “it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state.”
3. CRS § 35-3.5-101, et seq., which provides in part that “it is the declared policy of the state of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.”
4. Routt County Resolution No. 95-032, which establishes that it is the policy of the Board of County Commissioners of Routt County to “conserve, enhance, and protect agricultural lands, natural areas, and open land resources within and throughout Routt County.”
5. Routt County Resolution No. 95-033, which establishes that it is the policy of the Board of County Commissioners of Routt County to “conserve, enhance, and encourage ranching, farming and all manner of agricultural activities and operations within and throughout Routt County.”

6. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado and the legislature of the State of Colorado by adoption of enabling legislation and by adopting and administering competitive grant programs with rigorous due diligence processes, have established that it is the policy of the state of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.
- G. The following conservation purpose, in accordance with Treasury Regulations Section 1.170A-14(d)(4), is furthered by this Easement: To preserve "... open space (including farmland and forest land)" (i) for the scenic enjoyment of the general public, and/or (ii) pursuant to a clearly delineated Federal, state or local government policy (see Recital E, above, and Recital H, below); and (iii) which yields a significant public benefit.
1. Scenic Values: The Property with its pockets of aspen and conifers creates a scenic landscape, parts of which are visible from locations in the Routt National Forest. This forested landscape adds to the pastoral vistas for which Routt County is famous, as documented in the report entitled Recreational Value of Ranch Open Space dated November, 1994, an economic study by Colorado State University authored by Walsh, McKean, Rosenberger and Mucklow; and, The Societal Value of Ranchland to Routt County Residents 1995-2005, an economic study by Colorado State University authored by Magnan, Seidl, Mucklow and Alpe.
 2. Agricultural Values: The Property will remain available in its open condition for the grazing and pasturing of livestock. This use is compatible with other land use in the vicinity, as nearby and adjacent properties are also used for agricultural production.
 3. There is a strong likelihood that, if the Property were to be developed instead of preserved, it would contribute to the degradation of the scenic, rural and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.
- H. The following conservation purpose, in accordance with Treasury Regulations Section 1.170A-14(d)(3), is furthered by this Easement: "To protect a significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives."
1. The Property, which is adjacent to the Routt National Forest and approximately 4.5 miles from the Mount Zirkel Wilderness Area, is comprised of relatively natural and undisturbed stands of pine and aspen trees, and a riparian area along Gunn Creek and its tributaries. Protection of the Property will conserve plant communities that provide habitat for many animal species including: bear, moose, elk, deer, mountain lion, coyote, fox, Columbian Sharp-Tailed Grouse and a variety of raptors and songbirds.

2. There is a strong likelihood that, if the Property were to be developed instead of preserved, it would contribute to the degradation of critical wildlife habitat. Preservation of the Property provides an important opportunity to preserve this wildlife habitat.
- I. The State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of CRS § 38-30.5-101, *et seq.*
- J. The specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated October 1, 1996, entitled "Gunn Creek Baseline Documentation Report" and updated March, 2015 on file at the office of the Trust and incorporated by this reference (the "**Baseline Documentation Report**"). The Baseline Documentation Report consists of reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.
- K. Grantor intends that the Conservation Values of the Property be preserved and maintained forever by limiting the uses of the Property to those which are consistent with preservation of open space and natural habitat, including, without limitation, those relating to open land ranching and crop production consistent with the current open use of the land; non-motorized, low-impact recreation such as hiking, mountain biking, hunting, fishing, cross country skiing, snow-shoeing, bird and wildlife watching, and horseback riding; limited use of off-road vehicles in manners that do not negatively impact the Conservation Values of the Property (as further described in Paragraph 5(m), "Motorized Vehicles"); and general conservation purposes, as are consistent with the purpose of this Easement. The Trust acknowledges and agrees that the uses reserved to Grantor do not impair or interfere with the Conservation Values.
- L. Grantor further intends, as owner of the Property, to convey to the Trust the right to preserve and protect in perpetuity, as provided for herein, the Conservation Values of the Property.
- M. The Trust agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.
- N. Yampa Valley Land Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is a publicly supported organization as described in Section 170(b)(1)(A) of the Code whose primary purpose is to conserve natural, scenic, historic, agricultural and open land resources in Northwest Colorado, including the area in which the Property is located, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" and "eligible donee" to do so within the meaning of Section 170(h)(3) of the Code and the regulations promulgated thereunder.

- O. The Board of Directors of the Trust has duly adopted a resolution approving the execution and acceptance of Grantor's Easement to the Trust.

NOW, THEREFORE, for reasons given and for good and valuable consideration and in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Colorado, in particular CRS § 38-30.5-101, et seq., Grantor hereby voluntarily grants and conveys to the Trust, its successors and assigns, this Easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property as follows:

1. Purpose.

It is the purpose of this Easement to assure that the Property will remain forever in its agricultural, natural, scenic and open space condition, subject to the uses of the Property permitted hereunder, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and, in the event of their degradation or destruction, to restore or require restoration of such Conservation Values of the Property. It is further the specific purpose of this Easement to conserve important habitat for wildlife and to protect vegetative communities. Furthermore, it is also the purpose of this Easement to remove the right to develop housing and buildings on the land, except as set forth and limited herein, and to preserve the ecology of the land. Grantor intends that this Easement will confine the use of the Property to the residential uses allowed herein and to agricultural and recreational uses, including, without limitation, those relating to open land ranching and crop production consistent with the current open use of the land; non-motorized, low-impact recreation such as hiking, mountain biking, hunting, fishing, cross country skiing, snow-shoeing, bird and wildlife watching, and horseback riding; limited use of off-road vehicles in manners that do not negatively impact the Conservation Values of the Property (as further described in Paragraph 5(m), "Motorized Vehicles"); and general conservation purposes, as are consistent with the purpose of this Easement, all subject to the terms and conditions hereof. Pursuant to the terms of CRS § 38-30.5-101, et seq., the Property preserved hereby may not be converted or directed to any uses other than those provided herein. The purposes provided for in this Paragraph are hereinafter referred to collectively as the "**Conservation Purposes**".

2. Baseline Documentation Report.

The parties acknowledge that the Baseline Documentation Report has been prepared, updated and has been reviewed and approved by the Trust and Grantor. A copy of the Baseline Documentation Report is on file with both Grantor and the Trust and by this reference made a part hereof. The parties acknowledge that the Baseline Documentation Report is intended to establish the condition and uses of the Property subject to this Easement as of the date written above and that both Grantor and the Trust have acknowledged in a signed statement, a copy of which is attached hereto as **Exhibit C**, that the Baseline Documentation Report accurately represents the condition of the Property at the time of the conveyance.

The parties agree that in the event a controversy arises with respect to the condition of the Property as of the date of conveyance of this Easement or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from utilizing all other relevant or material documents, surveys, reports and other information to assist in the resolution of the controversy.

3. Rights of the Trust.

To accomplish the purpose of this Easement, in addition to any rights described in CRS § 38-30.5-101, *et seq.*, Grantor conveys the following rights to the Trust by this Easement:

3(a) The right to preserve and protect in perpetuity the Conservation Values of the Property and, in the event of their degradation or destruction, to restore or require the restoration of the Conservation Values to their condition prior to the degradation or destruction;

3(b) The right to enter upon the Property (ordinarily not more than two inspections annually) to inspect the Property thoroughly, at reasonable times, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior written notice given by or on behalf of the Trust to one or more of the then owners of the Parcels within the Property which the Trust intends to inspect, except that no such notice shall be required (and the aforementioned limitation on the frequency of inspection shall not apply) in the event the Trust determines that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. In the case where the Trust has determined that immediate entry is necessary, an attempt will be made to notify Grantor in advance, and Grantor shall be notified by the Trust immediately thereafter in any event. The Trust shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property when exercising any such monitoring rights. Grantor is permitted to accompany the Trust during inspections; however, Grantor's unavailability to accompany the Trust shall not limit the Trust in its inspections or in the performance of its duties as related to this Easement;

3(c) The right to have a third party accompany the Trust on the Property for the purpose of assisting with the inspection and/or with preventing impairment or interference with or adverse impact to the Conservation Values of the Property and, in the event of their degradation or destruction, to assist with evaluation and/or restoration of such Conservation Values of the Property and/or assisting with developing a management plan or management recommendations and/or providing information to the Trust for the purpose of assisting with decisions concerning the Conservation Values on the Property and/or the protection of those Conservation Values;

3(d) The right to prevent any activity on, or use of, the Property that is inconsistent with the terms of this Easement or has a material adverse impact on the Conservation Purposes or Conservation Values of the Property; and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use as provided in Paragraph 9, "Enforcement";

3(e) Non-exclusive rights-of-way for vehicular access to the Property as necessary or appropriate to exercise the Trust's rights hereunder and to Tract 1 for the purposes of monitoring and enforcing the terms of the Original Easement, over and across any and all rights-of-way and roads owned by Grantor, or over which Grantor has or shall have rights of access to the Property to the extent Grantor has the power to make such grants; and

3(f) The right to place and maintain on the perimeter of the Property an unlighted sign, no greater than one-hundred-forty-four (144) square inches, unless otherwise agreed upon by Grantor and the Trust as appropriate, indicating that a conservation easement is held by the Trust on the Property. Any additional signs, the location, design and content therein to be placed on the Property by the Trust, shall be determined through mutual agreement of the Grantor and the Trust and shall be in accordance with Routt County signage regulations and the terms of this Easement.

4. Consistent Uses of the Property (Along with Certain Prohibitions).

The following uses and practices are consistent with this Easement subject to certain prohibitions, specified conditions, and/or the requirement of and procedures for prior approval by the Trust as set forth herein. The consistent uses defined in this Paragraph 4 are not necessarily exhaustive and such other consistent uses are not necessarily precluded, prevented or limited by this Easement.

4(a) Agriculture: Livestock Grazing

Grantor may use the Property for grazing of livestock consistent with the open use of the land and the terms and conditions of this Easement. No hay meadows or crop land exist on the Property and the Property shall not be tilled or converted to agricultural uses other than grazing. However, upon prior written notification to the Trust that includes size, location and type (of food plot), the Grantor may create a small food plot, in a manner that does not impact the Conservation Values of the Property, for the benefit of wildlife that utilize the Property. Grantor shall utilize best management practices for the open-land grazing use of the Property. All grazing must be conducted with sound range management practices techniques which do not materially degrade the condition of the Property and which preserve the Conservation Values of the Property (collectively, with the management practices for open-land agricultural uses, "**Sound Range Management Practices**"). In the event of a dispute over the definition of Sound Range Management Practices, such definition will be determined by the United States Department of Agriculture's local office of the Natural Resources Conservation Service ("**NRCS**") in accordance with the standards of the NRCS Field Office Technical Guide, or if not available, then the Routt County Colorado State University Cooperative Extension Office (or its successor Extension Office), or, if neither is available, then a qualified range management specialist mutually agreed upon by the Grantor and the Trust, or, if no agreement can be reached, then a specialist selected by the Trust.

4(b) Lease

Grantor has the right to lease the Property for agricultural grazing, residential and other uses, provided such activities: (1) are consistent with the Conservation Purposes and the terms and conditions of this Easement; (2) do not have an adverse impact on the Conservation Values of the Property; and (3) conform to applicable laws and regulations. Grantor shall discuss with any lessee the limitations on the use of the Property contained in this Easement. Any lease of the Property shall be in accordance with Paragraph 22, "Subsequent Transfers by Grantor".

4(c) Livestock

Grantor or its lessee has the right to graze and pasture livestock and horses on the Property provided that the reasonable grazing capacity of the Property shall not be exceeded, and provided that at all times such grazing, pasturing and other uses of the Property by livestock and/or horses is done in accordance with the Sound Range Management Practices, as defined above, that prevent range deterioration and over-grazing and which protect the Conservation Values of the Property.

4(d) Fence

Grantor has the right to maintain, repair, reconstruct, permanently remove or replace existing fences. Fencing may be constructed by Grantor in new locations as necessary or reasonably advantageous: (1) to enhance the Conservation Values of the Property; (2) for the agricultural grazing operations on the Property; (3) to protect the wetlands, riparian areas or stream banks on the Property; (4) to separate areas in accordance with use or along the perimeter of the Property, the Parcels and the Building Areas, as defined herein; or (5) for correcting the location of a fence previously believed to be located on a boundary line of the Property; provided any new fencing does not have an adverse impact on the Conservation Values of the Property. The Grantor also may construct a gate at the entry of the Property. Any new fence technology which does not adversely impact the Conservation Purposes of this Easement and Conservation Values of the Property and typical agricultural fencing which is of similar character and quality to fencing existing on the Property as of the date of this Easement, shall be deemed consistent with the Conservation Purposes hereof and is permitted hereunder. Any new fencing, which may include split rail fencing, must be constructed to allow for the movement of wildlife through and across the Property and at a minimum, must be consistent with the Colorado Division of Parks and Wildlife guidelines for wildlife-friendly fencing.

4(e) Irrigation and Irrigation Structures

Grantor has the right to utilize, maintain, enlarge to decreed or permitted capacities, repair, reconstruct, replace or relocate the existing ditches and other irrigation structures located on the Property subject to the terms of the Water Rights Paragraph 4(f), herein. New ditches and irrigation structures may be constructed as reasonably necessary or reasonably advantageous for agricultural operations on the Property, provided they do not have a material adverse impact on the Conservation Values of the Property. Typical ditches and irrigation structures which are of similar character and quality to ditches and irrigation structures existing on the Property as of the

date of this Easement (as documented in the Baseline Documentation Report) shall be deemed consistent with the purposes hereof and are permitted hereunder. For the purpose of this Easement, ponds, tanks, springs and reservoirs are not defined as irrigation structures and are addressed under Paragraph 4(j), "Ponds, Tanks and Springs", below.

4(f) Water Rights

4(f)(i). Definition of Water Rights. This Easement includes an encumbrance pursuant to CRS §38-30.5-102, of all of Grantor's right, title and interest in and to the following described water and water rights, including any ditch and ditch rights, headgates, ponds, wells and well permits, reservoir and reservoir rights, water allotments, water contracts, water units, easements and rights of way associated with the water, ditch and reservoir company stock, decrees or rights thereto that are appurtenant to, associated or used or intended for use on or in connection with such water and water rights on the Property (collectively, the "**Water Rights**"):

Water Right	Date of Adjudication	Date of Appropriation	Case Nos.	Amount Allocated	Decreed Uses
Gunn Ditch	1907.09.16	1890.05.28 (irrigation); 1976.09.01 (for all uses except irrigation during the period of November through March)	191; W-1089-76; 07CW110; Priority No. 96C	0.397 CFS	Irrigation, domestic, stock water, piscatorial, all other beneficial uses.
William G. Hersom Gunn Ditch, a/k/a William G. Hersom Gunn Creek Ditch	1914.10.09	1911.09.12 (irrigation); 1976.09.01 (for all uses except irrigation during the period of November through March)	253; W-1090-76; 07CW110; Priority No. 214	0.33 CFS less 40/640 interest of such amount subject to stipulation in decree	Irrigation, domestic, stock water, piscatorial, all other beneficial uses.

4(f)(ii). Restrictions on Water Rights. The Water Rights shall never: (1) be changed to or used for municipal, industrial, or commercial uses; (2) be changed for use at a location other than on the Property; or (3) be sold, leased, encumbered separately from the Property or otherwise legally separated from the Property. Notwithstanding the forgoing, the Land Trust shall have no obligation to defend or establish ownership of the Water Rights in the Grantor.

4(f)(iii). Use of Water Rights. By this Easement, the Water Rights are limited to uses consistent with the Conservation Purposes, including the Conservation Values of the Property. Notwithstanding the foregoing, use of the Water Rights are expressly allowed as follows: (1) continuation of the historical uses of the Water Rights on the Property, (2) use of the Water Rights for domestic, irrigation, recreation (if a decreed use), livestock, piscatorial or wildlife purposes solely on the Property, (3) change in the type of use to domestic, irrigation, recreation (if a decreed use), livestock, piscatorial or wildlife; (4) change in the point of diversion or place of use; provided the changed location remains solely on the Property; (5) development of conditional water rights or new development of water resources for use on the Property provided the points of diversion and place of use are solely on the Property and that the type of use is domestic, irrigation, recreation (if a decreed use), livestock, piscatorial or wildlife; (6) the maintenance, repair and reconstruction of existing ponds, tanks and springs at the existing

location and size; and (7) with prior notification to the Trust, such other legal uses that do not negatively impact the Conservation Values of the Property and the Conservation Purposes of this Easement, which includes the creation and development of ponds for recreation (if a decreed use), piscatorial and wildlife purposes in manners and locations that do not impact the Conservation Values of the Property. Water systems and similar improvements associated with the Water Rights are addressed in Paragraph 4(j) below.

4(f)(iv). Protection of Water Rights. To the degree abandonment of any portion of a water right would adversely impact the Conservation Values of the Property, Grantor shall not abandon or allow the abandonment of any portion of the Water Rights, by action or inaction. If the Water Rights are subject to a threat of abandonment the Trust shall have the right in its sole discretion, but not the obligation, to: (1) enter upon the Property and undertake any and all actions necessary to continue the appropriated and/or beneficial use of the Water Rights; (2) attempt to administratively prevent abandonment/forfeiture; or (3) after ninety (90) days written notice to Grantor, seek to change the Water Rights to other uses on the Property that are compatible with the Conservation Values of the Property. Grantor agrees to cooperate in any manner necessary to accomplish such changes and authorizes and appoints the Trust as its agent and attorney-in-fact to file for and obtain any administrative or judicial approvals required to effectuate such changes.

4(f)(v). Partition and Allocation of Water Rights. Prior to partitioning any undivided Water Rights, Grantor shall provide a plan which identifies the portion of the Water Rights that are to be allocated to the Property in any partition and at Grantor's cost shall prepare and provide to the Trust such water engineer reports, easements, water sharing agreements, water deeds and other documentation as are necessary to effectuate such plan, for the review by the Trust to determine whether the plan adequately protects the Conservation Values of the Property and for the approval of Trust, which approval shall be given in the Trust's sole discretion. Grantor shall not initiate any action for partition without prior written approval from the Trust in its sole discretion. In any action to partition any interests in the Water Rights, the Trust shall be notified, and in its discretion, included as a party. Notwithstanding the foregoing, the Grantor has the right to allocate Water Rights between Parcels provided that notice of such allocation is provided to the Trust; Grantor shall reference this Easement in any document which allocates such Water Rights, and shall provide a copy of any such document to the Trust.

4(f)(vi). Effect of Loss. No loss of any or all of the Water Rights, through injury, abandonment or conversion of the Water Rights as set forth above, shall be considered a severance or other transfer of the title to the Water Rights from the Property for federal or state tax purposes.

4(f)(vii). Enforcement. This Paragraph 4(f) is intended to be enforceable by the Trust under CRS §38-30.5-102 and any and all available theories and remedies including, but not limited to, the following: (1) as a covenant at common law; (2) as a covenant appurtenant to and benefiting this Easement and adjacent or nearby conservation easements held by the Trust; (3) as a contractual restriction on the use of water; and (4) as a restriction under applicable conservation easement statutes, as periodically amended.

4(g) Removal of Trees and Vegetation

Grantor has the right to cut and remove from the Property: (1) dead, diseased or downed trees, shrubs or brush; (2) trees, shrubs, or brush that interfere with approved Driveways, Ranch Roads, and Trails (as defined herein), utilities, fencing, ditches or from and along fence lines; (3) trees, shrubs or brush within the Building Areas (described below) necessary for the construction of the Structure(s), Minor Agricultural Structure(s), or the Accessory Improvement(s) associated with the Structure(s); (4) trees or shrubs as necessary to comply with governmental requirements (i.e. wildfire prevention); and (5) trees for personal non-commercial Christmas tree use. Furthermore, as incorporated in, and in accordance with, a written forest management plan prepared by a qualified forester and approved in writing in advance by both the Grantor and the Trust (the "**Forest Management Plan**") as described below, Grantor may cut and remove from the Property: (6) invasive non-native species; (7) trees or shrubs in order to control any imminent threat of disease or insect infestation; and (8) trees or shrubs in order to promote Conservation Values of the Property such as forest health or the creation of wildlife habitat as specifically identified in the Forest Management Plan. Trees and shrubs cut from the Property in accordance with this Paragraph may be put to useful purposes on the Property (for example used to provide firewood or fence posts). Any new temporary roads or roadways created for the removal of any trees or other vegetation must be reclaimed and revegetated unless such temporary roads or roadways are identified within the Forest Management Plan as being permitted two-track road or trail as defined in Paragraph 5(f), herein. Grantor is prohibited from cutting, removing, spraying, or unnecessarily damaging sagebrush outside of the Building Areas unless such activity has been (i) agreed upon in the Forest Management Plan; (ii) approved in advance in writing by the Trust; or (iii) is otherwise permitted by this Easement. Commercial timber harvesting is prohibited.

Forest Management Plan: A Forest Management Plan shall be prepared by a qualified forester and upon completion the Forest Management Plan shall be approved in writing by the Grantor and the Trust prior to any forest management activities taking place on the Property. The Forest Management Plan shall be updated by a qualified forester at least every ten (10) years. The Forest Management Plan shall be reviewed by the Grantor and the Trust at least once per year, ordinarily in conjunction with monitoring of the Property. The Forest Management Plan shall address methods of selective, sustainable harvest; minimization of damage to the Property and to other vegetation; disposal and clearing of slash; revegetation of damaged or destroyed areas, including revegetation of roads, trails or ways utilized to remove any timber; protection of critical wildlife and riparian areas; timing and duration of any harvest; extent of forested area which will be maintained; timber inventory data; anticipated future stand condition; selection criteria for tree removal; harvest and skidding methods; reforestation plans; erosion control; weed control; and other information necessary to an evaluation of the proposed harvest and its effects on the Conservation Values of the Property. Timber shall be harvested only from the areas described in and in manners consistent with the Forest Management Plan and as otherwise consistent with the Conservation Purposes of this Easement and preservation of the Conservation Values of the Property.

4(h) Weeds

Grantor has the responsibility to control weeds in a manner consistent with state laws, and with the terms and conditions of this Easement, including, but not limited to, the Conservation Purposes, subject to the following: (1) all control techniques shall be consistent with the labeled instructions of the application materials, provided, control techniques constitute the reasonable minimum necessary to control and/or eradicate the weeds and that such techniques do not adversely impact the Conservation Values of the Property; (2) aerial application of any weed control is prohibited without the Trust's prior written approval; and (3) biological (insect) control of weeds is allowed, provided, it does not adversely impact the Conservation Values of the Property.

4(i) Parcels, Building Areas and Structures

4(i)(i) Parcels. "**Parcel #1**" is a portion of the Property approximately 368 acres in size and described in the attached Exhibit A-1. "**Parcel #2**" is a portion of the Property approximately thirty-five (35) acres in size described in the attached Exhibit A-2. "**Parcel #3**" is a portion of the Property approximately thirty-five (35) acres in size described in the attached Exhibit A-3. "**Parcel #4**" is a portion of the Property approximately thirty-five (35) acres in size and described in the attached Exhibit A-4. Parcel #1, Parcel #2, Parcel #3 and Parcel #4 are collectively referred to as the "**Parcels**". "**Tract 1**" is a 7-acre portion of the property encumbered by the Original Easement and is described on the attached Exhibit A-5. Tract 1 has been combined with an adjoining 35 acre tract into a single 42.31 acre tract described in the deed recorded on May 6, 2009 at Reception No. 686810 (Routt County Parcel Number 933282004), referred to as the "**Gunn Creek Cabin LLC Parcel**".

All of the Parcels, along with Tract 1, are in the configuration generally shown on Exhibit E, as provided herein. All of the Parcels and Tract 1 were reserved rights in the Original Easement and all of the Parcels, except Tract 1 remain subject to the terms of the Easement; Tract 1 remains subject to the terms of the Original Easement. No further Parcels or Tracts are allowed on the Property and no further subdivision shall take place on the Property except that boundary line adjustments may be made to the limited extent provided in Paragraph 5(a), below.

4(i)(ii) Building Areas. At the time of the granting of this Easement one (1) twelve (12) acre building area exists within Parcel #1, as depicted on Exhibit E (the "**Residential Building Area #1**"), which encompasses the existing structures described in Paragraph 4(i)(iii), below. Grantor may reconfigure Residential Building Area #1, subject to the following restrictions: the reconfigured Residential Building Area #1 shall be no greater than twelve (12) acres in size, shall be located within the "**Residential Building Zone #1**", as depicted on Exhibit E and shall encompass the Existing Structures and the Stable area, described below, if the area of the previously existing Stable has not been removed and reclaimed. The proposed reconfigured twelve (12) acre Residential Building Area shall be surveyed and pinned, with a copy of the survey provided to the Trust for its records, prior to construction of any additional structures on Parcel #1. In addition, Grantor may create: (a) one (1) building area, which shall be no larger than five (5) acres in size, within Parcel #2 of the Property ("**Residential Building Area #2**"); (b) one (1) building area, which shall be no larger than five (5) acres in size, within Parcel #3 of

the Property (“**Residential Building Area #3**”); (c) and one (1) building area, which shall be no larger than five (5) acres in size, within Parcel #4 of the Property (“**Residential Building Area #4**”), which building areas are collectively referred to as the “**Building Areas**”. No other Building Areas are allowed on the Property. No construction shall occur within Residential Building Areas #2, #3 and #4 until such Building Area has been surveyed, with the corners pinned, and such Building Area is designated by Grantor as follows: (a) the Trust shall be notified thirty (30) days in advance and shall be provided with a copy of the survey of the proposed Building Area, for confirmation by the Trust that the size of the Building Area is consistent with the terms of this Easement and the location is wholly within the intended Parcel, and that the proposed survey map and description of the Building Area are accurate; and (b) for Residential Building Area #4 only, for confirmation by the Trust that the location does not materially adversely affect the Conservation Values of the Property including wetlands, wildlife habitat, or scenic vistas of the Property from public roads or public lands; and (c) a Notice executed by the owner of the affected Parcel and the Trust in which the designated Building Area is described and depicted shall be recorded promptly by the Grantor or the Trust.

4(i)(iii) Existing Structures. At the time of granting this Easement, existing structures within Residential Building Area #1 include a single family residential structure with an attached garage (the “**Ranch Residence with Attached Garage**”), a barn (the “**Barn**”) and a workshop/garage/helicopter hanger (the “**Workshop**”) and an area where a previously existing stable (which can be reconstructed) was located (the “**Stable**”), all as identified in **Exhibit F**. The Primitive Cabin (as identified in **Exhibit F**) is located within Parcel #1 (but may be located outside of Residential Building Area #1) and is in the approximate location identified on **Exhibit D-1**. The Ranch Residence with Attached Garage, the Barn, the Workshop and the Primitive Cabin are together referred to as the “**Existing Structures**”. At the time of granting this Easement there are no structures on Parcel #2, Parcel #3, Parcel #4 or Tract 1. As provided in the Original Easement, no structures are permitted on Tract 1.

4(i)(v) New Structures. Grantor reserves the right to construct two (2) new structures on Parcel #1 of the Property as identified in **Exhibit F** consisting of one (1) new stable (the “**Stable**”) and one (1) new residence (the “**New Ranch Residence**”). If the New Ranch Residence is constructed, either the Ranch Residence with Attached Garage or the New Ranch Residence shall serve as the caretaker or guest unit for Parcel #1 and no other caretaker unit and/or guest unit shall be allowed within Residential Building Area #1. All structures for Parcel #1 (except the Primitive Cabin, as noted above) shall be located entirely within the Residential Building Area #1. In addition, Grantor reserves the right to construct one (1) single-family residence within Residential Building Area #2, one (1) single-family residence within Residential Building Area #3 and one (1) single-family residence within Residential Building Area #4 (collectively referred to as the “**New Single Family Residences**”). Each New Single Family Residence may include one attached caretaker or guest unit no greater than 800 square feet in size (collectively referred to as the “**New Caretaker/Guest Units**”) and one accessory structure, which may include but is not limited to a barn/stable and garage/workshop, which shall not be used for residential purposes (collectively referred to as the “**New Accessory Structures**”). All new structures permitted within this Paragraph 4(i)(v) are collectively referred to as the “**New Structures**”. No other structures are allowed within the Building Areas.

The Existing Structures and the New Structures are collectively referred to as the “**Structures**”.

4(i)(vi) Construction. Grantor shall notify the Trust at least forty-five (45) days prior to commencement of any site preparation, construction (including enlargement if allowed herein), alteration, replacement (if permitted), restoration, removal and/or reconstruction of the Structures, excluding interior renovations or improvements (these activities are collectively referred to herein as “**Construction**”) and shall provide the Trust with, at a minimum, sufficient information, which may include architectural drawings/plans, describing the type of structure, its intended use and its proposed location, to enable the Trust to determine whether the proposed location and use of the structure is permitted hereunder.

4(i)(vii) Reconstruction. Grantor may maintain, repair, demolish, redesign, replace or reconstruct the permitted Structures, however the Structures must remain located within their respective Building Areas unless otherwise permitted in this Easement.

4(j) Ponds, Tanks and Springs

Ponds, tanks, springs, reservoirs and any other water rights or water sources are not defined as Accessory Improvements and are addressed in Paragraph 4(f), “Water Rights;” provided, however, that their improvement as necessary or appropriate to serve the Structures are considered Accessory Improvements and are subject to the terms and conditions contained therein in addition to the provisions of this Paragraph 4(j). Notwithstanding anything else to the contrary in this Paragraph 4(j), but still subject to the terms and conditions in Paragraph 4(f), upon notice to the Trust, as provided in Paragraph 7, facilities for storage of water and systems for the delivery of domestic water may be located, constructed, maintained, repaired, enlarged and/or reconstructed outside of the Buildings Areas; provided, however, in any event that such Accessory Improvements are: (1) only for use on the Property; (2) only at the existing location or in a location described in an advance notice provided to the Trust; and (3) constructed, maintained, repaired, enlarged and/or reconstructed at locations and in a manner having the least impact to the Conservation Values of the Property.

4(k) Storage

Equipment, vehicles, fencing and other materials that are for use on the Property may be stored within the Building Areas in a manner that does not adversely impact the Conservation Values of the Property. Materials, such as fencing materials and agricultural equipment may be temporarily and periodically stored on the Property in areas outside the Building Area as necessary or appropriate in conjunction with agricultural operations on the Property (such as fencing or cutting of hay), but only in a manner that does not adversely impact the Conservation Values of the Property.

4(l) Accessory Improvements

Underground utility lines, water wells, domestic water systems, septic systems and other similar improvements existing at the time of the granting of this Easement, or necessary for the improvements allowed on the Property (referred to as the “**Accessory Improvements**”) are

expressly permitted, provided that there is no material adverse impact on the Conservation Values, and provided that any area that is disturbed by construction shall be promptly reclaimed and revegetated. Such Accessory Improvements shall be solely for the benefit of the permitted Structures located within the Building Areas.

The granting of any utility easement from Grantor for the benefit of an adjoining or nearby property is prohibited. Any area of the Property disturbed by construction, maintenance, repair, enlargement and/or reconstruction of Accessory Improvements shall be promptly reclaimed and revegetated. Roads, driveway, trails and bridge are not defined as Accessory Improvements within this Easement and are addressed in Paragraph 5(f), "Roads, Driveway(s), Trails and Bridge", below.

4(m) Recreational Activities

Grantor has the right to conduct non-motorized, low-impact recreational activities on the Property such as hiking, biking, hunting, fishing, cross country skiing, snow-shoeing, wildlife and bird watching, family camping and picnics, and horseback riding in manners that do not adversely impact the Conservation Values of the Property. Recreational use of motorized vehicles shall only take place as consistent with Paragraph 5(m) "Motorized Vehicles", below.

4(n) Streambank Stabilization

Grantor may undertake river (which includes Gunn Creek) bank stabilization and/or river/riparian enhancements under the following conditions: (1) any such river bank stabilization and/or river/riparian enhancement activity shall be part of a comprehensive, river bank stabilization and/or river/riparian enhancement plan, which must first be approved by the Trust in writing and which approval shall not be unreasonably withheld (the "**River Plan**"), which River Plan shall be created (and may be periodically updated by mutual written agreement between Grantor and the Trust) by qualified river/riparian specialist(s), the selection of which specialist(s) shall be mutually agreed upon in writing by Grantor and the Trust; (2) at no time shall any such river bank stabilization and/or river/riparian activities and/or enhancements adversely impact the Conservation Values on the Property or be inconsistent with the terms, conditions and purposes of this Easement; (3) all such activity shall be undertaken only in a manner that minimizes sedimentation of the river and restores the health of the river and riparian area (which may include the planting of riparian vegetation native to the area); and (4) Grantor shall be responsible for all necessary local, state and/or federal permits and/or approvals and shall be responsible for all costs and expenses for such river bank stabilization and/or river/riparian enhancements.

5. Prohibited Uses.

Any activity on, or use of, the Property inconsistent with: (1) Section 170(h) of the Internal Revenue Code, or any regulation promulgated thereunder; or (2) preservation of the Conservation Values and the Conservation Purposes of this Easement, is prohibited. Additionally, the following activities and uses are expressly prohibited or are permitted only as provided herein.

5(a) Subdivision

The Property is comprised of the Parcels. Each of the Parcels may be separately sold and conveyed. Any further division or subdivision of the Property, inclusive of all Mineral and Water Rights, physically or by legal process, including partition in kind, is strictly prohibited. Notwithstanding the foregoing, if required by Routt County for construction of the New Ranch Residence within Residential Building Area #1, Grantor may create a 35-acre lot within Parcel #1 that encompasses the location of the New Ranch Residence, provided that at all times such lot shall remain in the same ownership as the remainder of Parcel #1 (or be owned by a legal entity whose ownership is identical to the ownership of the legal entity that owns the remainder of Parcel #1) and such lot shall not be sold, conveyed, or encumbered separate from the remainder of Parcel #1. Each Parcel, inclusive of all appurtenant Minerals and any appurtenant Water Rights, shall be owned, conveyed or transferred only in its entirety, as a single parcel. The right to have any Parcel, including any appurtenant Minerals or Water Rights partitioned in kind is waived; the only relief available in a partition action shall be the sale of the entire co-owned Parcel, inclusive of all appurtenant Minerals and Water Rights, as a single parcel, subject to the terms of this Easement, and division of the proceeds. Notwithstanding the foregoing, the Grantor may allocate Water Rights to each of the Parcels, as described in Paragraph 4(f)(v), above, and Grantor, with the prior approval of the Trust may adjust the boundary lines of any of the Parcels, provided that following such adjustment (1) there are no more than four (4) Parcels within the Property, and (2) Parcel #2, Parcel #3 and Parcel #4 shall not exceed thirty-five (35) acres in size.

5(b) Buildings, Other Structures or Vehicles

Except as expressly and specifically allowed in this Easement, no additional structures of any kind, temporary or permanent, which includes, without limitation, buildings, mobile homes, house-trailers, platforms, inoperable vehicles or other similar structures or vehicles shall be erected, placed or constructed on the Property. Notwithstanding the foregoing, during construction on the Property of the permitted Structures, temporary trailers which are used for construction purposes may be placed within the Building Areas where construction is occurring for a period of no more than one year without the prior written approval of the Trust and provided they are promptly removed after completion of construction.

5(c) Mining

5(c)(i). Definition of "Minerals". For purposes of this Easement the term "**Minerals**" means any mineral substance of any kind or description, including, but not limited to surface and subsurface minerals, and including, but not limited to soil, sand, gravel, rock, stone, decorative stone, dimension stone, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coal-bearing formations), hydrocarbon, fuel, or any other minerals or mineral substance of any kind or description.

5(c)(ii). Definition of "Mining"; Mining Prohibited. The drilling, exploration by geophysical and other methods, mining, extraction and operating for and producing from the Property, including the construction of any and all associated roads, pipelines, structures,

equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, of any kind or description, and including all activities described as “oil and gas operations” in CRS § 34-60-103, as amended (collectively referred to as “**Mining**”), is prohibited on the Property, except as provided in this Paragraph 5(c).

5(c)(iii). Soil, Sand, Gravel, Rock, Surface Minerals. Grantor represents that to the best of its knowledge that it is the owner of the soil, sand, gravel, rock and surface Minerals, on and underlying the Property and covenants and agrees that no Mining of soil, sand, gravel, rock or surface Minerals shall be permitted on or under the Property by Grantor, except that with the prior written approval of the Trust in its sole discretion, soil, sand, gravel or rock may be extracted so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the Conservation Purposes of this Easement and does not adversely impact the Conservation Values of the Property, and has a limited and localized impact on the Property. Any such extraction of soil, sand, gravel or rock shall be limited to not more than one-tenth (1/10) acre in size at any given time. Any area which is disturbed by extraction must be revegetated and restored to the natural condition of the Property after completion of the extraction. This provision shall be interpreted in a manner consistent with Section 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

5(c)(iv). Third-Party Mineral Ownership. Except as provided in Paragraph 5(c)(iii), “Soil, Sand, Gravel, Rock, Surface Minerals,” Grantor and the Trust acknowledge that the Grantor owns only a portion of all other Minerals on or underlying the Property. This Easement is intended to prohibit surface Mining of Minerals, and otherwise limit subsurface Mining of Minerals, owned by Grantor as provided herein, but is not intended to affect the substantive rights of third-party owners of Minerals of the Property existing prior to the date of this Easement.

5(c)(v). Trust Approval of Mining Leases and Agreements. Grantor shall provide notice to the Trust, pursuant to Paragraph 7, “Notice of Intention to Undertake Certain Permitted Actions,” of any proposed extension, amendment or modification of any existing Mining lease or agreement or any new Mining lease or agreement (collectively, “**Mining Agreement**”) received by Grantor, and approval of the Trust as provided in Paragraph 8 of this Easement, is required for Grantor to enter into any Mining Agreement. If approval of the Mining Agreement is granted by the Trust, then any Mining Agreement entered into by Grantor shall be subordinate and subject to, and shall incorporate the terms of this Easement, and in addition shall include at least the following provisions unless any such provision is waived in writing by the Trust in its sole discretion:

5(c)(v)(1). Mining must be conducted in a manner consistent with reasonable, site specific conditions developed by the Trust to protect the Conservation Values of the Property. No wells, pipelines, gathering systems, roads, lines, tanks, processor plants, dehydrators, refineries, tank batteries, compressor stations, evaporation pits, secondary production facilities or other facilities for production (“**Mining Structures**”) from other properties may be located on the Property. Any Minerals produced

from the Property must be transported by underground pipeline or other means approved in advance by the Trust. The location of any Mining Structure for operations on the Property is subject to prior written approval by the Trust.

5(c)(v)(2). Vehicle use for Mining on the Property shall be limited to existing roads with any new roads to be approved in advance, in writing by the Trust. Any surface disturbances for Mining shall be approved in advance, in writing by the Trust. Any Mining Structures shall be consolidated.

5(c)(v)(3). All Mining Structures shall be painted to blend with the natural color of the landscape and be screened from view from public roads or public lands by vegetation, topography, or berms in a manner approved by the Trust.

5(c)(v)(4). Notification by Grantor to the Trust is required pursuant to Paragraph 7, below, "Notice of Intention to Undertake Certain Permitted Action," for any Mining that would result in a disturbance or use of the surface of the Property.

5(c)(vi). Trust Approval of Surface Use(s). For purposes of this Easement and any Mining on or affecting the surface of the Property, the Trust shall be considered a surface owner, and accordingly, any notices required to be given or given to the Grantor shall also be provided to the Trust, or if not provided to the Trust, then Grantor shall forward to the Trust as provided in Paragraph 7, "Notice of Intention to Undertake Certain Permitted Action". Any surface use agreement, lease, agreement permitted or required of a surface owner under CRS § 34-60-101 *et seq.*, as amended from time to time, or similar agreement (the "**Surface Use Agreement**") granting or conveying rights to disturb or use the surface of the Property for Mining requires approval in writing in advance by the Trust, which the Trust may withhold as provided in Paragraph 8, "Approval by the Trust," as well as if the terms or conditions of the Surface Use Agreement are inconsistent with the terms of this Paragraph, "Mining," or are not permitted under the terms of the Mineral Agreement. No waiver of Grantor's rights as a surface owner related to Mining shall be effective except with the written approval of the Trust.

5(c)(vii). Trust Costs and Expenses Related to Mining. Any and all Costs and Expenses of the Trust, as defined in Paragraph 28(s), related to any Mining Agreement, Surface Use Agreement or similar agreement as well as any Costs and Expenses incurred by the Trust related to the this Paragraph 5(c), "Mining," shall be paid by Grantor to the Trust. Notwithstanding the forgoing, the Land Trust shall have no obligation to defend or establish ownership of any Minerals in the Grantor.

5(d) Topographical Changes

Excavating, grading, cutting and filling, berming or other similar topographical changes (collectively "**Topographical Changes**") that do not materially adversely affect the

Conservation Values are permitted to the extent necessary for Grantor to exercise its reserved rights hereunder. Any other Topographical Changes are prohibited. Any area disturbed by any Topographical Changes shall be promptly reclaimed and revegetated.

5(e) Signs and Billboards

No commercial signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except: (1) as provided in Paragraph 3(f), above; (2) an unlighted appropriate and customary ranch or pasture identification sign; (3) "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or for lease; (4) "no trespassing" or "no hunting" signs; (5) signs regarding the private leasing of the Property for hunting, fishing or other low-impact recreational uses; and (6) signs informing the public of the status of ownership; all of which must be in accordance with Routt County signage regulations. No signs shall adversely impact the Conservation Values of the Property.

5(f) Roads, Driveway(s), Trails and Bridge

At the time of granting of this Easement, there are a limited number of two-track ranch roads, driveway(s) and trails which exist on the Property. The two-track ranch roads (the "**Ranch Roads**"), as generally depicted on **Exhibit D-1** are characterized as: (1) having an unpaved gravel or dirt surface; (2) only wide enough for one-way vehicular use; and (3) generally only accessible by four wheel drive vehicles.

"**Driveways**" are allowed to service the structures located within the Building Areas designated for each Parcel. An existing paved driveway is located on Parcel #1 to service Building Area #1 and the Structures within Building Area #1. At the time of the granting of this Easement, an unpaved dirt and/or gravel driveway/road cut is located and shared between Parcel #2 and Parcel #3. At the time of the granting of this Easement, an unpaved dirt and/or gravel driveway/road cut services Parcel #4. Except as otherwise provided herein, the existing Driveway, along with the existing unpaved dirt and/or gravel driveway/road cuts, shall be used to provide access for each of the respective Building Areas in each of the Parcels, as depicted in **Exhibit D-1**. The existing Ranch Roads and Driveway(s) may be maintained, repaired, improved in their current location and size, and may be upgraded with road base and gravel, and widened to the greater of: (1) eighteen (18) feet in width, or (2) the minimum width necessary to comply with County requirements for one lane access. In addition, the Driveways to Parcel #2 and Parcel #3 Building Areas may be relocated to improve the grade, provided that the previous location of the Driveway(s) shall be promptly reclaimed and revegetated. The Driveway(s), walkways, patios and similar improvements servicing the Structures located within the Building Areas, and the Driveway(s) located anywhere within a Parcel, may be covered with concrete, asphalt or any other paving material. Upon prior notification to the Trust, new driveways to service the allowed Building Areas can be created if: (1) the new driveway and driveway location does not materially impact the Conservation Values of the Property; and (2) the existing unpaved dirt and/or gravel driveway/road cut is reclaimed and revegetated.

Except as otherwise provided in this Paragraph 5(f), and in Paragraph 4(g), above, no new roads or ranch roads shall be constructed on the Property nor shall any portion of the

Property be paved or otherwise covered with concrete, asphalt or any other paving material without the prior written approval of the Trust.

At the time of granting this Easement a bridge across Gunn Creek exists in the location as depicted on **Exhibit D-1** (the “**Bridge**”). Grantor may, maintain, repair, replace, reconstruct or improve the Bridge in its existing location. With prior written approval from the Trust, Grantor may relocate the Bridge.

New trails may be constructed on the Property under the following conditions: (1) all trails must be soft surface; and (2) all trails must be constructed in a manner and in locations that do not materially impact the Conservation Values of the Property or are otherwise are inconsistent with the terms of the Easement.

Nothing in this Paragraph 5(f) shall be construed to prevent the Grantor from construction of Driveways or Ranch Roads for vehicular access to any of the Building Areas in accordance with Routt County building and fire code and regulations.

5(g) Trash

The dumping or uncontained accumulation of trash, debris, waste, abandoned vehicles, appliances, machinery, ashes, sawdust or other non-compostable refuse or other materials on the Property is prohibited. Grantor is responsible for the removal of all trash and refuse on the Property. One burn pit may be located on the Property, which location requires the prior written approval of the Trust.

5(h) Hazardous Materials

The storage, dumping or other disposal of toxic and/or hazardous materials, including the burning of tires, on the Property is prohibited. Toxic and/or hazardous substances shall mean any hazardous or toxic substance or material that is regulated under any federal, state or local law. This prohibition does not preclude the use or storage (reasonable amounts necessary only for use on the Property) of agricultural chemicals that are customarily used on properties of this type, nor preclude the use of gasoline, diesel and lubricants, provided that all such usage is: (1) for purposes permitted under this Easement; (2) in accordance with manufacturer’s specifications; and (3) in accordance with all applicable laws and regulations, which may require local, state and/or federal permits. Without limiting the foregoing or the Trust’s rights as provided in Paragraph 9, “Enforcement,” nothing in this Easement shall be construed as: (1) making the Trust an owner of the Property for the subject matters covered by this Paragraph; (2) permitting the Trust to control any use of the Property by Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; (3) granting the Trust under this Easement any right or ability to exercise physical or managerial control over the day-to-day operations of the Property or otherwise to become an operator, owner or arranger with respect to the Property; or (4) the Trust being a “responsible party,” all within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), or similar federal or state statutes.

5(i) Utilities

Except as allowed under existing utility easements, or as allowed in Paragraph 4(l), “Accessory Improvements”, above, or under any additional utility easements that may be taken pursuant to an exercise of eminent domain, no new utility transmission lines and/or distribution lines shall be constructed or allowed on the Property.

5(j) Retail, Commercial or Industrial Activity

Industrial uses are prohibited on the Property. No commercial or retail uses are allowed on the Property, except: (1) primarily ranching, farming, and similar agricultural uses as provided herein, including the sale of livestock or agricultural products on the Property; and (2) use of the Property for low-impact recreational purposes including fishing, hunting and the temporary lodging of hunters and others. Examples of such prohibited uses include, but are not limited to: commercial feedlots, meat or poultry processing facilities, commercial nurseries and greenhouses, sawmills or logging operations or facilities, retail outlets and other similar intensive uses, which intensive uses include but are not limited to golf courses, campgrounds, race tracks, motocross courses, skate parks, rodeo arenas, ball fields, and ski areas (exclusive of the low-impact recreational uses described herein). The use of the Property for more than “de minimis” low-impact and non-developed commercial recreation activity is prohibited. The term “de minimis” shall have the meaning as set forth in § 2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto. This Paragraph shall be interpreted consistent with the provisions of § 2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations, adopted pursuant thereto, to permit only “de minimis” commercial recreational activity.

5(l) Water Pollution

The degradation or pollution of any surface or sub-surface water on the Property is prohibited.

5(m) Motorized Vehicles

Motorized vehicles may only be used in a manner that does not adversely impact the Conservation Values of the Property and otherwise is consistent with the terms of this Easement. There shall be no vehicle courses (“off-road” or otherwise) for snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, or other motorized vehicles or non-motorized vehicles including mountain bikes (and including BMX tracks, pump tracks and the like). Consistent with all other conditions and provisions of this Easement, nothing in this paragraph is intended to prohibit the use of motorized vehicles for forest stewardship as implemented within an approved Forest Management Plan (as described herein); boundary and fence line enforcement; low-impact recreational use of the trails; and other permitted uses under this Easement.

6. Reserved Rights.

Grantor reserves all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not otherwise prohibited or inconsistent with the terms and conditions of this Easement.

7. Notice of Intention to Undertake Certain Permitted Actions.

The purpose of requiring Grantor to notify the Trust prior to undertaking certain permitted activities, as identified herein, is to afford the Trust an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the terms and conditions of this Easement as well as the Conservation Purposes. Whenever notice is required, Grantor shall notify the Trust in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question, unless a different time period for the giving of notice is specifically provided for in this Easement as to the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspects of the proposed activity in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the terms and conditions of this Easement and the Conservation Purposes.

For the purposes of this Paragraph 7 the notice may be given: (a) in the manner described in Paragraph 24; or (b) in writing to the Executive Director of the Trust (or another Trust employee so authorized in writing by the Executive Director); the Trust shall promptly provide Grantor written or electronic acknowledgement of receipt of the notice ("**Acknowledgment of Receipt**"). Grantor is encouraged to telephone the Trust in advance of sending a notice or to check on receipt of a notice that Grantor has sent. If the Grantor has not received the Acknowledgment of Receipt within three (3) business days after a notice is sent, Grantor may provide notice in the manner described in Paragraph 24. The notice shall be deemed to have been received by the Trust on the date an Acknowledgment of Receipt is sent to Grantor, or as provided in Paragraph 24, if notice is given in the manner described in Paragraph 24.

8. Approval by the Trust.

Certain activities provided for herein are allowed only if the permission of the Trust is first obtained.

When approval of the Trust is required, the Grantor must give notice to the Trust of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Trust of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information. No request for approval shall be made of the Trust that is inconsistent with the terms and conditions of this Easement or the Conservation Purposes. The Trust shall have thirty (30) days from the receipt of the notice to review the proposed activity and to notify the Grantor of any objections thereto. If the Trust requires additional information to evaluate the proposed activity, the Trust may extend the deadline for action by an additional thirty (30) days by giving notice of such extension to Grantor.

Except as provided herein where the Trust's approval may be withheld in its discretion, the approval may be withheld only upon a reasonable determination by the Trust that the action as proposed would be inconsistent with the terms of the Easement or has a material adverse impact the Conservation Purposes or the Conservation Values of the Property; the reason(s) for such determination shall be set forth with specificity by the Trust in such written notice to Grantor. If Grantor disagrees with the decision, Grantor may proceed with the mediation process described in Paragraph 9, "Enforcement".

9. Enforcement.

In addition to any rights described in CRS § 38-30-5.101, et seq., the Trust shall have the right to prevent and correct, or require correction of, violations of the terms and conditions of this Easement. The Trust may enter the Property for the purpose of monitoring this Easement and inspecting for violations, subject to the limitations set forth in Paragraph 3(b), above. If the Trust finds and determines through its investigations (which may include, among other things, discussions with Grantor), what it believes is an unresolved violation, the Trust shall promptly notify Grantor in writing of the nature of the alleged violation.

Within thirty (30) days of receipt of this abovementioned written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to the Trust of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties shall meet as soon as possible to attempt to resolve this difference, but in no event later than thirty (30) days of Grantor's receipt of the written notice from the Trust. If a resolution of this difference cannot be achieved at the meeting, both parties may agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. The meeting and mediation described above shall not be construed as a prerequisite or waiver to legal action by either party.

Beginning at Grantor's receipt of the Trust's notice of an alleged violation until complete resolution of the alleged violation, either privately, judicially or otherwise, Grantor shall discontinue any activity that could increase or expand the alleged violation.

In addition to all legal and equitable remedies of the Trust, the Trust's remedies include issuance of an injunction, either temporary or permanent, requiring Grantor to restore the Property to its condition prior to the alleged violation when a court determines that a violation is imminent, exists or has occurred; no further proof for issuance of such injunction including, but not limited to, irreparable harm, no plain, speedy, and adequate remedy at law, serving the public interest, the balancing of equities, or similar standard shall be required of the Trust as the parties have considered their potential disparate financial positions or incentives in light of the purposes of this Easement and agree to the availability of such remedy to the Trust.

10. Costs of Enforcement.

If a violation by Grantor is determined to have occurred, any reasonable costs incurred by the Trust in enforcing the terms of this Easement against Grantor, including, without limitation,

any reasonable costs of staff time, mediation expenses, suit and attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If the court finds no violation or if Grantor prevails in enforcing or defending the terms of this Easement, then Grantor and the Trust shall each bear their own expenses and attorney fees. If the court determines that the Trust has acted in bad faith in seeking to enforce the terms of this Easement the Trust shall pay Grantor's reasonable costs and expenses of suit, including reasonable attorney's fees. If the court determines that the Grantor has acted in bad faith in seeking to enforce or challenge the terms of this Easement the Grantor shall pay Trust's reasonable costs and expenses of suit, including reasonable attorney's fees. The Grantor and the Trust agree that this allocation of expenses is appropriate in light of the potential disparate financial positions or incentives of the Grantor and the Trust and the Trust's public benefit mission.

11. The Trust's Enforcement Discretion.

Enforcement of the terms of this Easement (including, without limitation, as to any matter which has not been warranted by Grantor or is beyond the warranties given by Grantor under Paragraph 22, 28(n) and 28(o) herein), shall be at the sole discretion of the Trust and any forbearance by the Trust to exercise its respective rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Trust of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Trust's rights under this Easement, or as giving rise to a claim or defense by Grantor. No delay or omission by the Trust in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver by the Trust.

12. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription, any defenses available under CRS § 38-41-119, and any claims or defenses against the Trust based upon the Trust's Enforcement Discretion described in Paragraph 11, above. Notwithstanding the foregoing, Grantor shall be entitled to rely upon (a) any written approval from the Trust for those activities and uses allowed herein, provided such approval is signed by the Trust's executive director and the president, vice-president and/or secretary of the Board of Directors of the Trust; and (b) any properly served notice given pursuant to Paragraph 7 for which there is an Acknowledgment of Receipt.

13. Natural Forces Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle the Trust to bring an action against Grantor for any injury to or change in the Conservation Values of the Property resulting from natural forces beyond Grantor's control such as drought, fire, flood, storm, earth movement or insect infestations (which includes spruce beetles and pine beetles) or from reasonable actions taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such natural forces.

14. No Public Access Created Hereby.

Nothing herein contained shall be construed as affording the public access to any portion of the Property although Grantor may permit additional public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms and conditions of this Easement and the Conservation Purposes. The Trust does not have the right to grant any access to the Property or easements or licenses on the Property. This does not prohibit the Trust from assigning this Easement pursuant to the terms of Paragraph 21, "Assignment".

15. Costs and Liabilities; Subordination of Mortgage.

Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind: (a) related to the ownership, operation, upkeep and maintenance of the Property, including weed control and weed eradication on the Property; (b) including payment of any taxes or assessments imposed upon or incurred as a result of this Easement; and (c) including the maintenance of adequate comprehensive general liability insurance coverage. Any mortgage or deed of trust encumbering all or a portion of the Property, either now or in the future, shall be and will remain subject to and subordinate to the terms and conditions of this Conservation Easement and the foreclosure of any such mortgage or deed of trust shall not adversely impact the existence or continuing validity of this Easement.

16. Taxes.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement and shall furnish the Trust with satisfactory evidence of payment upon request. The Trust is authorized, but not obligated, to make or advance any payment of past due Taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of fifteen percent (15%) per annum or the maximum rate allowed by law. In the event the Trust makes any payment of such taxes, assessments, fees or charges, then: (a) the amount of such payment, together with interest, shall be a lien on the Property for the benefit of the Trust until paid in full; and (b) Grantor hereby waives and releases any and all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted as to the lien for repayment of such taxes, assessments, fees or charges paid by the Trust.

17. Hold Harmless.

Grantor shall hold harmless, indemnify and defend the Trust, and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments,

including, without limitation, reasonable attorneys' fees arising from or in any way connected with or arising out of: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or intentional act of any of the Indemnified Parties; (b) the Costs and Expenses of the Trust in enforcement of this Easement in accordance with Paragraphs 9 and 10; (c) the presence, or unlawful or improper release by Grantor or persons under the direction or control of Grantor, of hazardous or toxic substances or materials on, under or about the Property; (d) all costs and liabilities of ownership, operation, upkeep and maintenance of the Property, including taxes and assessments, as described herein; and (e) the exercise of any rights by Grantor, any lessees or other third parties relating to Mining on the Property in accordance with Paragraph 5.

18. Change of Circumstances; Extinguishment.

If circumstances arise in the future which render all of the Conservation Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, if both of the following events occur: (a) the Trust determines in its sole discretion that all of the Conservation Purposes are impossible to accomplish; and (b) a court of competent jurisdiction extinguishes or terminates the Easement, in whole or in part, through judicial proceedings. Each party shall promptly notify the other when it first learns of such circumstances, and no termination or extinguishment shall be effective without inclusion of the Trust in such proceedings.

The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims from any sale, exchange or voluntary or involuntary conversion of all or any portion of the Property immediately subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the ratio determined pursuant to Paragraph 19, "Proceeds", below.

In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and the Trust that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement, in whole or in part. In addition, the inability of Grantor to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment, in whole or in part. Moreover, none of the following shall be grounds for the termination or extinguishment of this Easement: (a) the disappearance of species of wildlife from the Property; (b) the scientific or legal conclusion that a species of wildlife is extinct; or (c) any future change in circumstances, change in values, or other reasons, based on any theory of reasonable accommodation or other theory relating to any or all of the Water Rights.

19. Proceeds.

This Easement constitutes a real property interest immediately vested in the Trust, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property (not including the value of any Structures on the Property) unencumbered by this Easement by the ratio of the value of the Easement at the time of this grant to the value of the Property (not including the value of any Structures on the Property) unencumbered by this Easement at the time of this grant (the “**Donation Percentage**”). For the purposes of this Paragraph, the Donation Percentage of the Easement shall remain constant; the parties agree that the Donation Percentage is forty-two and 16/100 percent (42.16%) of the value of the Property (not including the value of the Structures on the Property) unencumbered by this Easement, as supported by the appraisal for the Easement.

In the event this Easement is terminated in whole or in part, or is extinguished in whole or in part pursuant to Paragraph 18, “Change of Circumstances; Extinguishment”, or the Property is condemned pursuant to Paragraph 20, “Condemnation”, the Trust is entitled to receive from the net proceeds of the condemnation, extinguishment or sale of the Property, the greater of: (a) the Donation Percentage; or (b) the percentage that the value of the Easement represents of the value of the Property unencumbered by this Easement (neither including the value of any Structures on the Property) at the time of termination of this Easement (the “**Extinguishment Percentage**”).

All proceeds received by the Trust shall be used in a manner consistent with the Conservation Purposes of this Easement.

20. Condemnation.

If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances, and no condemnation shall be effective without inclusion of the Trust in such proceedings. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement in whole or in part, Grantor and the Trust shall act jointly to recover the full value of the interests in the Property (the value of the Property unencumbered by the Easement) subject to the taking or in lieu of purchase as though the Property were not encumbered by this Easement, and all direct or incidental damages and expenses resulting therefrom. All expenses reasonably incurred by Grantor and the Trust in connection with the taking or in lieu of purchase shall be paid out of the amount recovered. The Trust’s share of the balance of the amount recovered shall be determined by terms set forth in Paragraph 19, “Proceeds”. Any entity or third party threatening eminent domain, exercising a power of eminent domain, acquiring by purchase in lieu of condemnation, whether by public, corporate or other authority, or requesting an amendment to the Easement, so as to terminate or amend this Easement in whole or in part, shall, in addition to the above provisions, pay all Costs and Expenses, as defined in Paragraph 28(s), of the Trust related to any such transaction.

21. Assignment.

This Easement is transferable by the Trust, but the Trust may assign its rights and obligations under this Easement only to an organization that: (a) is a qualified land conservation organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder; (b) is authorized to acquire and hold conservation easements under Colorado law; (c) is approved as a transferee by the Grantor, and such approval shall not be unreasonably withheld by the Grantor; and (d) prior to any assignment, provides to the Trust or ensures that the Grantor pays to the Trust, an amount equal to all outstanding fees and expenses related to all activities of securing, holding, monitoring and enforcing this Easement, both current and any outstanding over the life of the Easement (including pre-Easement expenses that have not been otherwise paid by Grantor), unless otherwise agreed upon by the Trust. As a condition of such transfer, the Trust shall require the transferee to expressly agree, in writing, to carry out and uphold the purposes of this Easement and otherwise assume all of the obligations and liabilities of the Trust set forth herein or created hereby. In addition, the Trust agrees to notify Grantor forty-five (45) days prior to such transfer. The Trust's rights and obligations under this Easement terminate upon transfer of the Trust's ownership interest in this Easement.

If the Trust ceases to exist prior to an assignment of this Easement, then the Easement shall automatically revert to an organization that is: (i) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulation promulgated thereunder; (ii) authorized to acquire and hold conservation easements under Colorado law; and (iii) approved in writing as a transferee by the Grantor which approval of transferee organization shall not be unreasonably withheld by the Grantor.

If Grantor unreasonably refuses to approve a transfer of the Easement as provided in this Paragraph, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities of the Trust, provided that Grantor receive notice of and an opportunity to participate in the court proceedings.

If a transfer of this Easement is made at the request of the Grantor, as a condition of any such transfer, unless otherwise agreed by the Trust in its discretion, Grantor shall pay: (a) such amounts as described in this Paragraph 21, above; and any Costs and Expenses of the Trust as defined in Paragraph 28(s) in reviewing and completing the transfer; and (b) any amount necessary for an adequate stewardship endowment for the transferee of this Easement, as required by such transferee.

22. Subsequent Transfers by Grantor.

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property. Grantor agrees that in any leasehold interest granted by Grantor it will reflect that the lease is subject to and subordinate to the terms of this Easement. Grantor further agrees to give written notice to the Trust of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The

failure of Grantor to perform any act required by this Paragraph shall not impair the validity of any instrument granted by Grantor or of this Easement or limit its enforceability in any way. Grantor is responsible for any activity or non-activity of any lessee that adversely impacts the Conservation Values of the Property or the Conservation Purposes.

23. Transfer Fee.

Any time any Parcel of the Property is transferred by the owner of such Parcel to any third party (excluding a transfer to an individual(s) who is/are a family member(s), as defined the Internal Revenue Code (“**Family Member**”) of the owner of such Parcel or a transfer to an entity of which the transferring owner(s) of the Parcel or Family Member(s) of the owner of the Parcel cumulatively own(s) out-right or as a beneficiary, at least two-thirds of the total ownership of the entity), Grantor shall pay to the Trust a transfer fee (to assist with administering, monitoring and enforcing the terms of this Easement and including tracking, changing files names, and database contact information, etc.), prior to the transfer or as a part of the closing of the transfer, in the amount of one-half of one percent (0.5%) of the greater of: (a) the fair market value of the Property being transferred as determined by an appraisal paid for by the Grantor, or (b) the sales price or consideration paid for the transfer.

The Trust covenants and agrees that the transfer fee shall be used by the Trust only for the benefit of this Property (including all costs and expenses associated with administering, monitoring and enforcing the terms of this Easement, a stewardship fee for the Property and/or a legal defense fee for the Property), any common areas associated with this Property, any adjacent or contiguous real property, or the community in which the Property is located for the purpose of preservation of the Conservation Values of the Property and open space, environmental, conservation, educational, recreational and similar activities. This provision is intended to run with the land in perpetuity, and to touch and concern the Property burdened by this Easement by providing the Trust a contribution to enable its stewardship, enforcement, and defense of this Easement.

24. Notices.

Any notice, demand, request, consent, approval or communication that either party to this Easement desires or is required to give to the other shall be in writing and shall be: (a) served personally or by hand delivery, (b) sent by certified or registered mail, postage prepaid, return receipt requested, or (c) sent by overnight express courier (including Federal Express or UPS), delivery confirmation requested, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor:
Glen C. Jeckel Revocable Trust
Glen C. Jeckel
PO Box 880940
Steamboat Springs, CO 80488

David Barnes and Michelle Barnes
PO Box 772779
Steamboat Springs, CO 80477

To the Trust:
Yampa Valley Land Trust
Attn: Executive Director
1201 Lincoln Avenue
PO Box 773014
Steamboat Springs, CO 80477-3014

The notice shall be effective upon receipt if served personally or sent by overnight express mail, or three days after deposit with the carrier if sent via certified or registered mail as identified above. Notification by the Trust to Grantor for the annual monitoring site visit need only be given by e-mail with confirmation of receipt of the same. A party may change their mailing address for notice by giving to the other party written notice of change of such address in the same manner provided in this Paragraph 24.

25. Recordation.

The Trust shall record this Easement in a timely fashion in the official records of Routt County, Colorado, at Grantor's expense and the Trust, at the Trust's expense may re-record the Easement at any time as may be required to preserve its rights in this Easement.

26. Amendment.

This Easement may be amended only with the written consent of the Trust and the owner of any Parcel or Tract which is expressly described as being affected by such amendment (the "**Affected Parcel**"). If an amendment does not expressly refer to all of the Parcels, then it shall be deemed to apply only to the Affected Parcel(s) described in the amendment, and shall require only the approval of the Trust and the owner(s) of the Affected Parcel(s). If the circumstances arise under which an amendment to or modification of this instrument would be appropriate to promote the purpose of this Easement and the protection of the Conservation Values of the Property, Grantor and the Trust are free to jointly amend this instrument; provided that no amendment to this Easement: (a) shall allow the division or subdivision of the Property or development or use thereof, except as provided for in this Easement, or (b) shall be allowed that will affect the qualifications of this instrument or the status of the Trust under any applicable law, including CRS § 38-30.5-101, et seq., or Section 170(h) of the Internal Revenue Code. Any amendment must: (a) be consistent with the terms and conditions of this Easement; (b) not affect the perpetual duration of the Easement; and (c) be in writing, signed by the Grantor (or the owner of the Affected Parcel), and the County, and recorded in the records of the Clerk and Recorder of Routt County, Colorado. If the amendment is requested by the Grantor, the Grantor shall pay the Cost and Expenses of the Trust, as described in Paragraph 28(s), herein.

27. No Transfer of Development Rights.

Grantor hereby grants to the Trust all development rights, except as specifically reserved herein, for the limited purpose of insuring that such rights are forever terminated and extinguished and may not be used by Grantor, the Trust, and/or any other party, either on the Property or transferred off of the Property to any other property adjacent or otherwise. Under no circumstances shall the Property be used as a "remainder parcel" or in any other way for the purpose of calculating or giving credits that result in additional density of development, or for any open space mitigation requirements, beyond what is allowed in this Easement, if at all, whether on or off of the Property.

28. General Provisions.

28(a) Controlling Law

The laws of the State of Colorado and the United States shall govern the interpretation and performance of this Easement.

28(b) Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effectuate the Conservation Purposes and the policy and purpose of CRS § 38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

28(c) Interpretation

If any reserved right of Grantor under this Easement is found to be not in compliance with Section 170(h) of the Internal Revenue Code, or any regulations promulgated thereunder, then such provision shall be interpreted and applied in such a manner as to be in compliance with Section 170(h) of the Internal Revenue Code and any regulations promulgated thereunder; provided, however, nothing in this Paragraph shall permit Grantor to divide, subdivide or partition the Property, or make any use of the Property, or undertake any activity or development on the Property, except as expressly set forth in this Easement. It is the intention of this Paragraph to require that any restriction herein be interpreted no less strictly than necessary to be in compliance with Section 170(h) of the Internal Revenue Code, and any regulation promulgated thereunder, and no less strictly than as specifically provided herein.

28(d) Permits and Applicability of Other Laws

The terms and conditions set forth in this Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements and/or restrictions imposing limitations on the use of the Property. Grantor is solely responsible for obtaining any applicable governmental permits and/or approvals for construction or any other activities permitted hereunder; provided that any permit and/or approval shall be consistent with the terms, conditions and purposes set

forth herein. Nothing herein shall be construed to supersede or exempt the Property from the application of laws and regulations affecting land uses on the Property, or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state or local government or governmental agency having jurisdiction over the Property, or to prohibit the imposition of further land use restrictions by Grantor or by operation of law and all such uses shall be conducted in accordance with such laws and regulations.

28(e) Severability

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28(f) Entire Agreement

This instrument (including the Baseline Documentation Report and any Forest Management Plan as described herein) sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Easement, all of which are merged herein. The Recitals, above, are incorporated into this Easement and are a material part of this Easement.

28(g) Controlling Document

In the event there is a conflict between the terms and conditions of this Easement and the terms and conditions set forth in the Baseline Documentation Report, this Easement, or any amendment to this Easement, shall control.

28(h) No Forfeiture

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

28(i) Joint Obligation

The obligations of the owners of Parcel 1, Parcel 2, Parcel 3 and Parcel 4 under the Easement shall be several and not joint. Each Grantor shall only be responsible for the payment and performance of the obligations owed under this Easement as a Grantor relative to the Parcel(s) or Tract owned by such Grantor and such Grantor shall not be jointly liable for the payment or performance of any other Grantor's obligations relative to any other portion of the Conserved Land. If more than one owner owns any Parcel or Tract, then the obligation of such Grantors relative to such Parcel or Tract shall be joint and several.

28(j) Successors

The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

28(k) Corrections-Further Acts

The parties shall perform any further acts and execute and deliver any documents, including amendments to this Easement that are reasonably necessary to: (i) effectuate its purposes; (ii) to correct typographical, spelling, or clerical errors; or to (iii) correct any errors in the legal description of the Property.

28(l) Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

28(m) No Merger

Unless the parties expressly state in writing, signed by each that they intend a merger of estates or interests to occur, then no such merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement.

28(n) Warranty of Title

Grantor warrants that the Trust has access to the Property (including all Parcels) for the purposes described herein, and to Tract 1 for the purposes of monitoring and enforcing the terms of the Original Easement on Tract 1, over and across the access easements benefitting the Property (including, without limitation, the access easements described as Parcels B, C and D on Exhibit A of the Original Easement described above), and further warrants title to the Property against all persons claiming by, through or under Grantor except and subject to matters of record. The parties intend that this Easement encumber the Property, including the Minerals and Water Rights, all as described in this Easement, whether any such interest is now owned or is later acquired by Grantor for or appurtenant to the Property. The Land Trust shall have no obligation to defend or establish the ownership of the Grantor in the Property, including the Minerals and Water Rights.

28(o) Warranties and Representations

Grantor warrants and represents that to the best of Grantor's knowledge that: (i) no substance or material defined, listed or otherwise classified pursuant to any federal, state or local law or regulation, as hazardous, toxic or polluting, has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, from or across the Property in violation of any federal, state or local law; (ii) there are no underground storage tanks located on the Property (exclusive of one underground septic tank and an underground water cistern) and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state and local laws and regulations, other than for the existing above

ground fuel tanks disclosed to the Trust; (iii) Grantor and the Property are in compliance and shall continue to be in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use; and (iv) there is no pending or threatened litigation or investigations in any way affecting, involving or relating to the Property; nor have any notices, claims, demands or orders been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state or local law or regulations applicable to the Property and its use. Grantor warrants and represents that the Property shall continue to be in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

28(p) No Third Party Beneficiary

This Easement is entered into, by and between Grantor and the Trust, is solely for the benefit of Grantor and the Trust, and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties including but not limited to rights in any third party to enforce the terms and conditions of this Easement.

28(q) Authority to Execute

Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of said party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms and conditions.

28(r) Trust Acknowledgement of Donation

The Trust acknowledges receipt and acceptance of this Easement encumbering the Property (including the Water Rights and Mineral Rights) described herein, as a donation for which no goods or services were provided.


28(s) Costs and Expenses

In the event: (i) that a notification is required to be made by Grantor; (ii) an amendment to or assignment of this Easement (to a new Easement holder) is requested by Grantor; (iii) of Trust Costs and Expenses Related to Mining as described in Paragraph 5(c)(vii), above; or (iv) of any request for approval made by Grantor; any and all reasonable costs and expenses related to any such matter, designation or request, including, but not limited to, legal, surveying, reports, studies, recording, appraisal, documentation and changes to the Baseline Documentation Report, materials, supplies, outside consultants, and staff time (collectively, the “**Costs and Expenses**”) shall be paid by Grantor at a time as determined by the Trust, but not later than the parties entering into and recording a notice affecting or amendment to the Easement or prior to the Trust giving approval for such proposal, activity or agreement. If any amendment to this Easement is proposed at the request of and for the sole benefit of the Trust, the Trust shall bear its own Costs and Expenses.

GRANTOR:



David Barnes



Michelle Barnes

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)


The foregoing instrument was acknowledged before me this 5th day of May, 2015, by David Barnes and Michelle Barnes.

WITNESS my hand and official seal.

My commission expires: 7/11/17

(SEAL)

Heather R. Doubek
Notary Public
State of Colorado
My Commission Expires: July 11, 2017
LIC# 20134043078



Notary Public

ACCEPTED:

The TRUST:

YAMPA VALLEY LAND TRUST, INC., a Colorado nonprofit corporation

William Baldwin

William Baldwin, President

Nadine Arroyo

Attest: Nadine Arroyo, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 13th day of February, 2015, by William Baldwin, as President of Yampa Valley Land Trust, Inc., a Colorado nonprofit corporation, as the Trust (Grantee).

WITNESS my hand and official seal.

My commission expires: November 27, 2016.

(SEAL)  *Stacia Lynn Gondusky*

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by Nadine Arroyo as Secretary of Yampa Valley Land Trust, Inc., a Colorado nonprofit corporation, as the Trust (Grantee).

WITNESS my hand and official seal.

My commission expires: November 27, 2016.

(SEAL)  *Stacia Lynn Gondusky*

Notary Public

EXHIBIT A

Property Description

The Property is comprised of Parcels #1-4, described in **Exhibits A-1 through A-4**, below.

EXHIBIT A-1

Description of Parcel #1

(2 pages)

A Tract of Land located in the SE ¼, SW ¼ and the S ½ NW ¼ Section 21 and the N ½ NE ¼ and N ½ NW ¼ of Section 28, Township 7 North, Range 84 West of the 6th P.M., Routt County, Colorado more particularly described as follows:

Commencing at the Southeast corner of Section 21, Township 7 North, R84W of the 6th P.M. as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence along the east line of the SE ¼ of Section 21, N00°15'05"E, 1176.72 feet to the Point of Beginning;

Thence N00°15'05"E, 1467.08 feet along said east line of the SE ¼ of Section 21 to the east corner of Section 21 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence S89°47'25"W, 2645.46 feet along the north line of the SE ¼ of Section 21 to the Center ¼ corner of Section 21 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence N00°05'03"E, 1449.74 feet along the east line of the NW ¼ of Section 21 to the CN 1/16th of Section 21 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence N87°03'01"W, 2651.46 feet along the north line of the S ½ NW ¼ of Section 21 to the N 1/16th corner of Section 21 and Section 22 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence along the west line of the NW ¼ of Section 21 S00°21'00"W, 1585.29 feet to the west corner of Section 21 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence S89°54'40"E, 662.24 feet along the south line of the NW ¼ of Section 21 to the center W-W 1/64th of Section 21 as monumented by a 3½" aluminum cap on 2 ½" aluminum pipe U.S. BLM survey monument; thence S00°21'57"W, 523.53 feet to the northwest corner of a tract of land as conveyed at Reception No. 667267 of Routt County records; thence continuing along the north line of said tract as conveyed at Reception No. 667267 the following two courses:

1. N88°29'49"E, 537.13 feet;
2. S22°59'17"E, 1048.24 feet to the northeast corner of a tract of land as conveyed at Reception No. 667269 of Routt County records;

Thence continuing along the easterly line of said tract as conveyed at Reception No. 667269 the following two courses:

1. S22°59'17"E, 826.67 feet;
2. S48°27'13"W, 1575.77 feet to a point on the north line of a tract of land as described in Book 571 at Page 132 of Routt County records;

Thence S89°30'21"E, 559.23 feet along the north line of said tract as described in Book 571 at Page 132 to the northeast corner of said tract; thence S00°05'58"W, 348.68 feet to the northwest corner of a tract of land as conveyed at Reception No. 626804 of Routt County records; thence S89°27'01"E, 1401.13 feet along the north line of said tract as conveyed at Reception No. 626804 to the northeast corner; thence along the centerline of fifty (50') foot wide driveway access and utility easements as recorded in Book 716 at Page 435 the following twenty one courses:

1. N15°03'49"E, 134.05 feet;
2. N21°49'07"E, 49.26 feet;
3. N28°50'59"E, 50.74 feet;
4. N31°41'12"E, 43.96 feet;
5. N29°56'33"E, 37.67 feet;

6. S79°26'18"E, 38.93 feet;
7. N40°28'20"E, 39.55 feet;
8. N39°51'08"E, 104.59 feet;
9. N74°37'47"E, 66.78 feet;
10. N33°46'49"E, 117.98 feet;
11. N45°48'26"E, 84.24 feet;
12. S22°53'40"E, 86.95 feet;
13. S16°34'31"E, 59.59 feet;
14. S28°31'43"E, 50.68 feet;
15. S20°42'53"E, 79.46 feet;
16. S33°30'18"E, 22.68 feet;
17. N84°39'22"E, 36.65 feet;
18. N66°06'53"E, 64.17 feet;
19. N82°07'32"E, 56.00 feet;
20. N86°28'18"E, 250.47 feet;
21. N88°59'41"E, 93.21 feet;

Thence departing said centerline N41°51'27"E, 1164.78 feet; thence N30°45'21"E, 317.65 feet; thence N47°17'36"E, 113.39 feet; thence N31°09'31"E, 110.93 feet; thence N14°24'52"W, 70.58 feet; thence N17°01'20"E, 105.15 feet; thence N38°47'42"E, 325.34 feet; thence N65°26'56"E, 261.99 feet to a point of intersection with the east line of the SE ¼ of Section 21 and the Point of Beginning.

Basis of Bearing: Bearings are based upon the west line of the SW ¼ of NW ¼ of Section 21 as being N00°21'00"W between found U.S. BLM monuments.

EXHIBIT A-2

Description of Parcel #2

A parcel of land located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 7 North, Range 84 West of the 6th P.M., and more particularly described as follows:

BEGINNING at the SW corner of said Section 21;

Thence along the west line of said Section 21 N00°20'28"E, 642.57 feet to the Southwest corner of a tract of land described in Deed recorded September 19, 1983 in Book 589 at Page 698, also being an angle point of Lot 2, Clifford-Monke Exemption according to the Plat filed August 17, 1993 at File No. 11844;

thence along the south line of said tract and said Lot 2 S89°37'53"E, 662.23 feet;

thence along the east line of said tract and said Lot 2 N00°20'32"E, 658.28 feet to the Southwest corner of the SE ¼ NW ¼ SW ¼ of Section 21;

thence along the west line of said SE ¼ NW ¼ SW ¼, N00°19'05"E, 651.42 feet to the Southwest corner of the NE ¼ NW ¼ SW ¼ of Section 21;

thence along the west line of said NE ¼ NW ¼ SW ¼, N00°21'10"E, 128.49 feet;

thence N88°29'49"E, 537.13 feet;

thence S22°59'17"E, 1048.24 feet;

thence S53°22'59"W, 651.72 feet;

thence S43°01'51"W, 1361.34 feet to the easterly right of way of Routt County Road No. 36;

thence along said right-of-way N29°47'28"W, 90.47 feet;

thence continuing along said right-of-way N34°56'19"W, 215.97 feet to the west line of Section 28;

thence along said west line N00°07'52"W, 2.71 feet to the Point of Beginning.

Basis of Bearing: Bearings are based upon the west line of the SW ¼ of NW ¼ of Section 21 as being N00°21'00"W between found U.S. BLM monuments.

EXHIBIT A-3

Description of Parcel #3

A parcel of land located in the SW ¼ of Section 21 and the NW ¼ of Section 28, Township 7 North, Range 84 West of the 6th P.M., and more particularly described as follows:

Beginning at a point on the easterly right-of-way of Routt County Road No. 36 and the south line of the N ½ NW ¼ NW ¼ of Section 28, from which the SW corner of Section 21 bears N18°03'25"W, 710.76 feet;

Thence along said right-of-way N03°32'27"W, 251.71 feet;

Thence continuing along said right-of-way N07°02'19"W, 94.00 feet;

Thence continuing along said right-of-way N18°38'11"W, 77.09 feet;

Thence N43°01'51"E, 1361.34 feet;

Thence N53°22'59"E, 651.72 feet;

Thence S22°59'17"E, 826.67 feet;

Thence S48°27'13"W, 1575.77 feet to the south line of the N ½ NW ¼ NW ¼ of Section 28;

Thence along said south line N89°30'21"W, 543.89 feet to the Point of Beginning.

Basis of Bearing: Bearings are based upon the west line of the SW ¼ of NW ¼ of Section 21 as being N00°21'00"W between found U.S. BLM monuments.

EXHIBIT A-4

Description of Parcel #4

A parcel of land located in the SE ¼ Section 21 and the NE ¼ of Section 28, Township 7 North, Range 84 West of the 6th P.M., Routt County, Colorado and more particularly described as follows:

Beginning at the NE corner of said Section 28;

Thence along the east line of said Section 28, S00°34'33"W, 741.52 feet;

Thence N89°57'37"W, 1426.27 feet along the north line of a tract of land conveyed in Book 716 at Page 437;

Thence departing said north line N45°30'40"W, 105.47 feet;

Thence S88°59'41"W, 21.62 feet;

Thence N41°51'27"E, 1164.78 feet;

Thence N30°45'21"E, 317.65 feet;

Thence N47°17'36"E, 113.39 feet;

Thence N31°09'31"E, 110.93 feet;

Thence N14°24'52"W, 70.58 feet;

Thence N17°01'20"E, 105.15 feet;

Thence N38°47'42"E, 325.34 feet;

Thence N65°26'56"E, 261.99 feet to the east line of said Section 21;

Thence along said east line S00°15'05"W, 1176.72 feet the Point of Beginning.

Said parcel contains 35.47 acres more or less.

Basis of Bearing: Bearings are based upon the west line of the SW ¼ of NW ¼ of Section 21 as being N00°21'00"W between found U.S. BLM monuments.

EXHIBIT A-5

Description of 7-acre Jones Tract (Tract 1)

A parcel of land located in a portion of the NE1/4NW1/4, Section 28, Township 7 North, Range 84 West of the 6th P.M., Steamboat Springs, Routt County, Colorado, more particularly described as follows:

Beginning at a point on the west line of the said NE1/4NW1/4 Section 28 from which the NW1/16 corner of said Section 28 bears South 00°03'35" West 102.24 feet; thence South 89°29'24" East 1332.42 feet to the center of Gunn Creek Lane;

Thence continuing along the said center of Gunn Creek Lane North 18°51'38" East 130.84 feet;

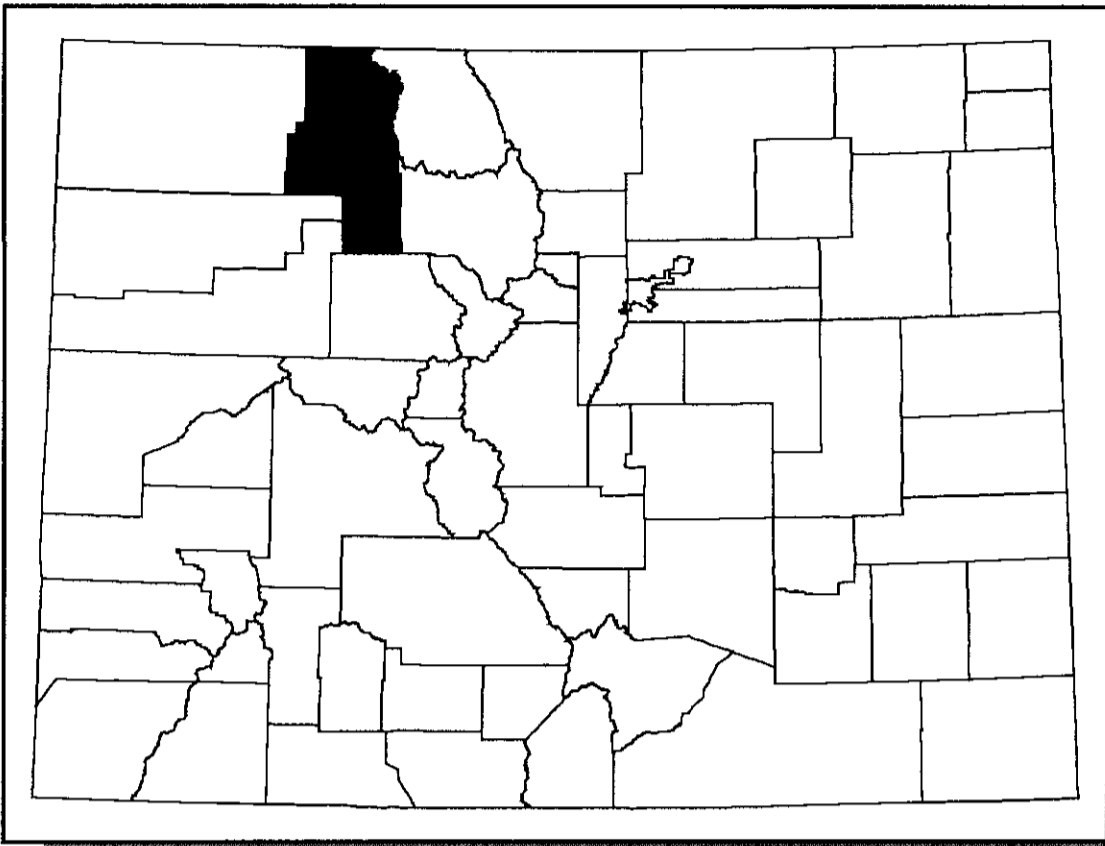
Thence continuing along the said center of Gunn Creek Lane North 15°01'26" East 101.85 feet;

Thence North 89°29'24" West 1400.89 feet to the west line of the said NE1/4NW1/4 Section 28;

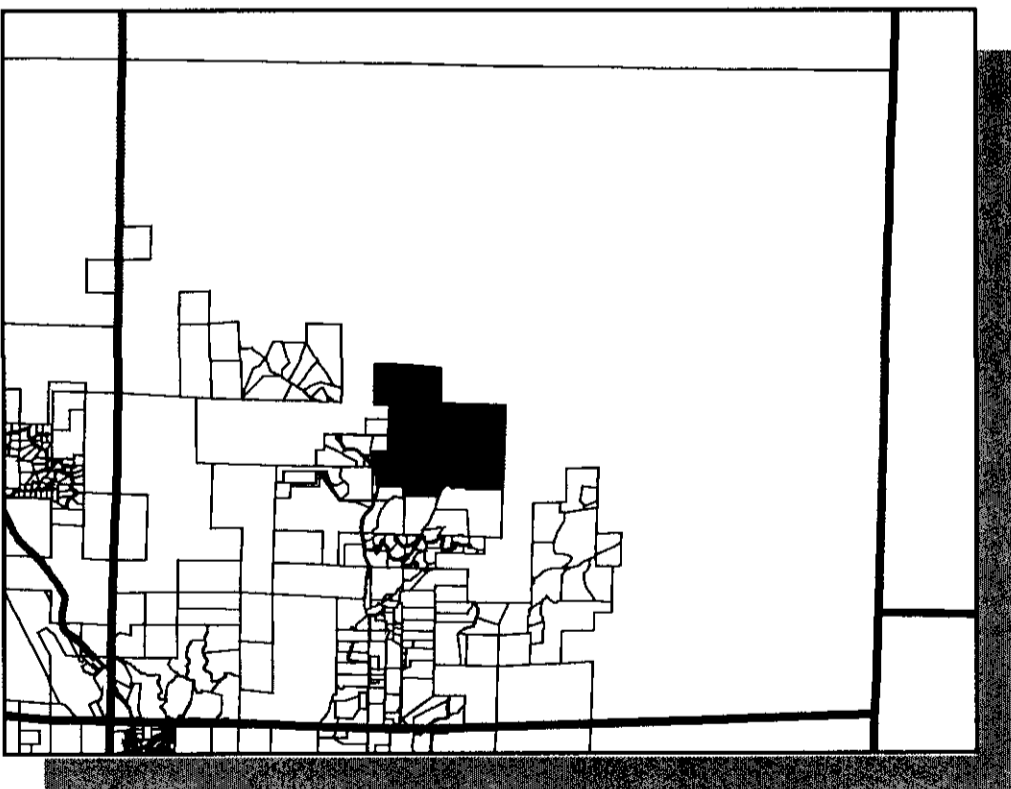
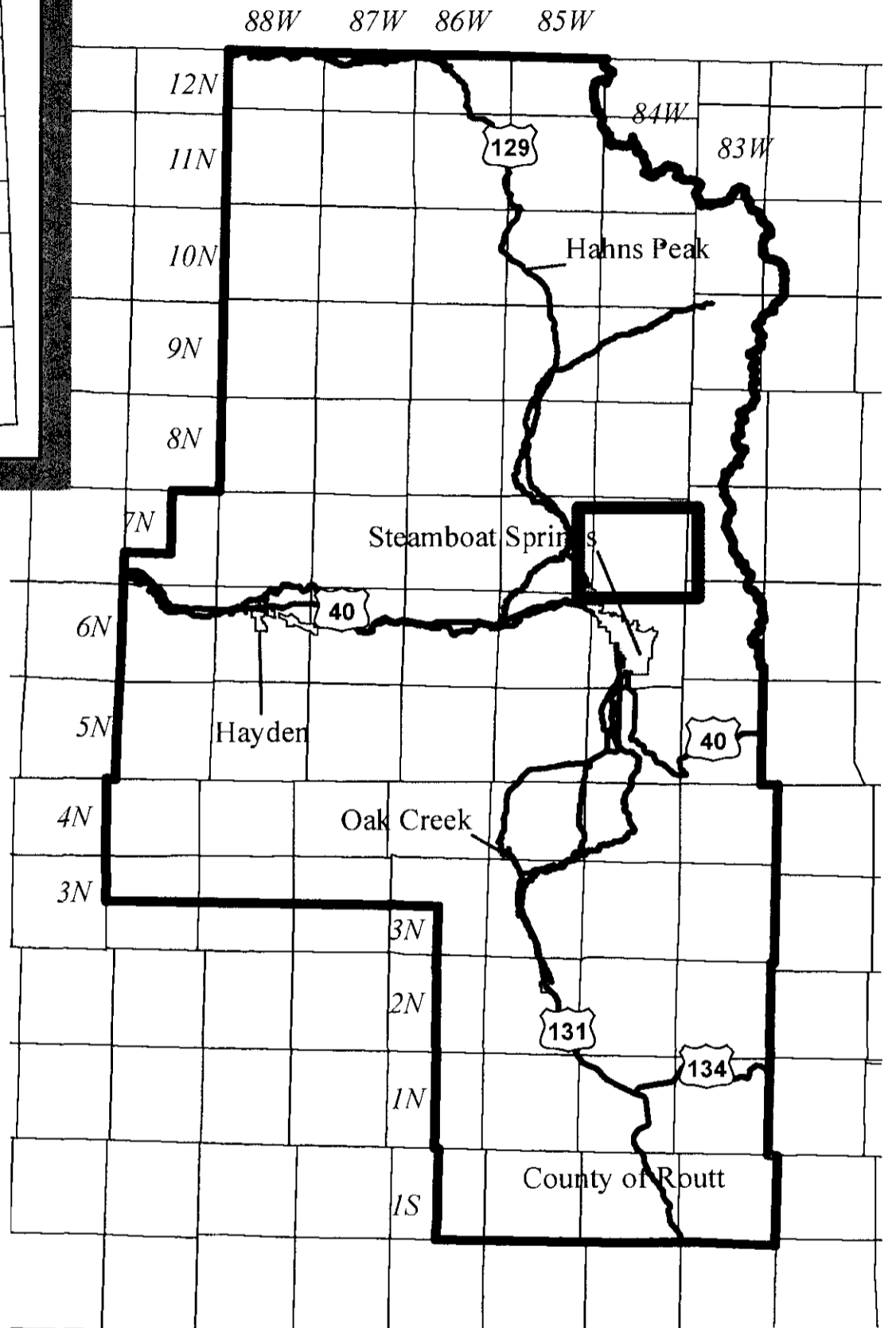
Thence along the said west line South 00°03'35" West 222.79 feet to the point of beginning.

All bearings shown on this legal are based upon the south line of the SE1/4NW1/4 Section 28 as being: S89°26'38"E.

Exhibit B: Property Location Map



State of Colorado



Township 7N, Range 84W of the 6th PM



This map was created using publicly available data. All boundaries and locations are approximate and should not be used for legal purposes

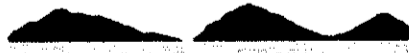
 YAMPA VALLEY LAND TRUST	
GUNN CREEK (009-007) ROUTT COUNTY, COLORADO	
Date Revised:	January 27, 2015
File Name:	ExhibitB_Location_GunnCreek_8x11.pdf
File Location:	...GIS\Projects\Coded\009-007_Gunn_Creek
Drawn By:	C. Ferner

EXHIBIT C-1

Acknowledgment of Baseline Documentation Report

The undersigned, Glen C. Jeckel, as the authorized signatory and Trustee of Glen C. Jeckel Revocable Trust, David Barnes and Michelle Barnes as Grantors, and a representative of Yampa Valley Land Trust, Inc., acknowledge that the **“Gunn Creek Baseline Documentation Report”** as updated, dated March, 2015, is an accurate representation of the biological and physical condition of the Gunn Creek Property as of the date of conveyance of this Deed of Conservation Easement.

GRANTORS:

Glen C. Jeckel 5 MAY '15
Glen C. Jeckel (Date)
as Trustee and Signatory of Glen C. Jeckel Revocable Trust

David Barnes 5-5-15
David Barnes (Date)

Michelle Barnes 5.5.15
Michelle Barnes (Date)

The TRUST/GRANTEE:
YAMPA VALLEY LAND TRUST, INC., a Colorado nonprofit corporation

See page 50 2012
William Baldwin, President (Date)

See page 50 2012
Attest: Nadine Arroyo, Secretary (Date)

EXHIBIT C-1

Acknowledgment of Baseline Documentation Report

The undersigned, Glen C. Jeckel, as the authorized signatory and Trustee of Glen C. Jeckel Revocable Trust, David Barnes and Michelle Barnes as Grantors, and a representative of Yampa Valley Land Trust, Inc., acknowledge that the **“Gunn Creek Baseline Documentation Report”** as updated, dated February, 2015, is an accurate representation of the biological and physical condition of the ~~Iron Springs Ranch~~ ^{GUNN CREEK} Property as of the date of conveyance of this Deed of Conservation Easement.

GRANTORS:

See page 50 1/8/2
Glen C. Jeckel (Date)
as Trustee and Signatory of Glen C. Jeckel Revocable Trust

See page 50 1/8/2
David Barnes (Date)

See page 50 1/8/2
Michelle Barnes (Date)

The TRUST/GRANTEE:
YAMPA VALLEY LAND TRUST, INC., a Colorado nonprofit corporation

William Baldwin 2/13/15
William Baldwin, President (Date)

Nadine Arroyo 2/18/15
Attest: Nadine Arroyo, Secretary (Date)

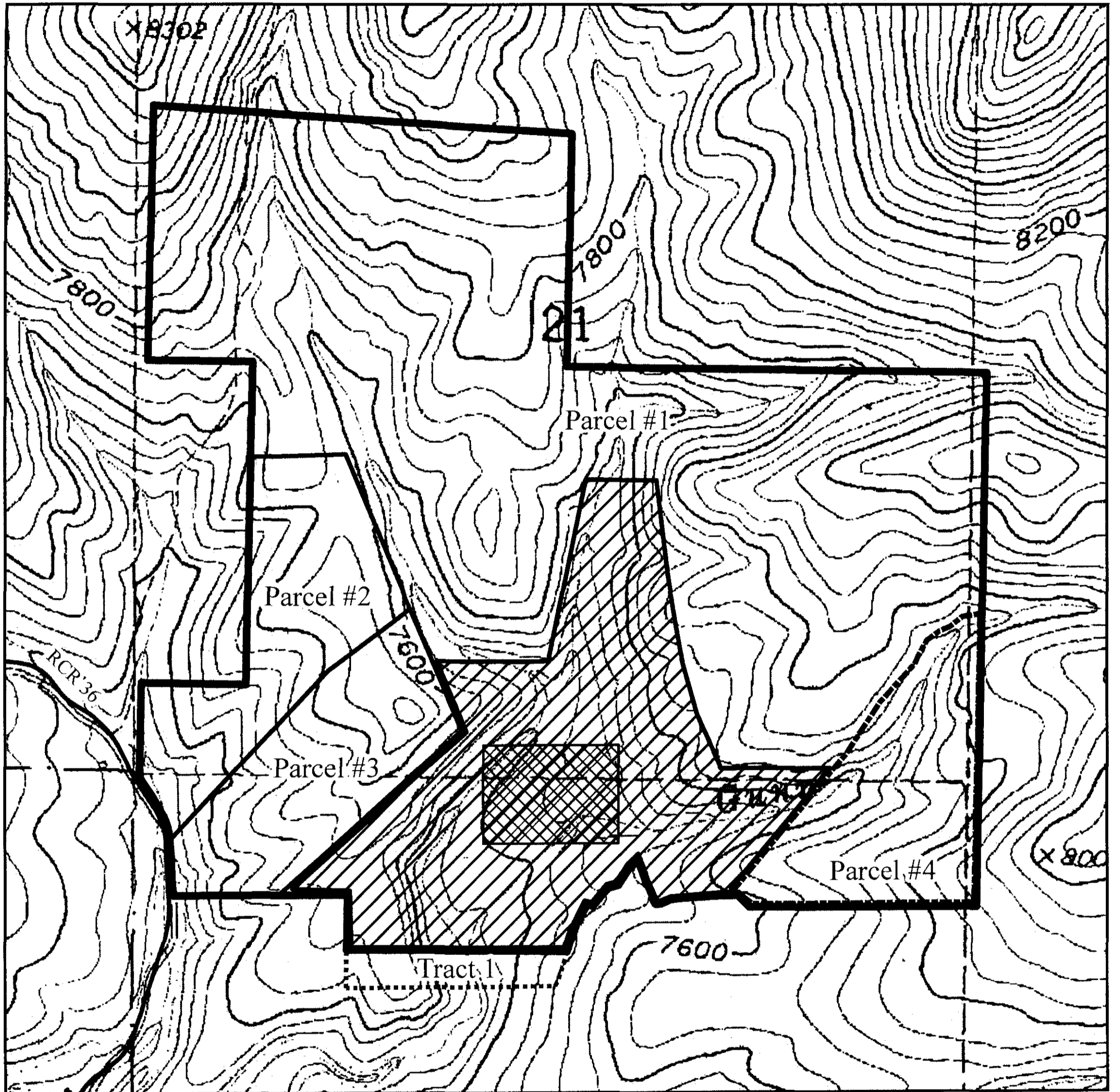
EXHIBIT D-1

Property Characteristics Map








Survey (including Improvement Survey)

See ALTA/ACSM Land Title Survey (which includes an improvements survey) by Four Points Surveying and Engineering recorded in the Records of Routt County May 5, 2015 under the land survey plats at file number 2647.

Exhibit E: Map of Parcels, Residential Building Area #1, Residential Building Zone #1

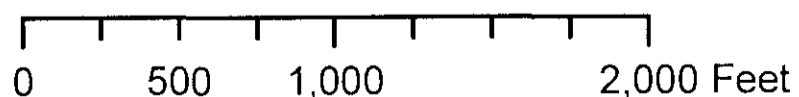


Key to Gunn Creek Parcels

-  Gunn Creek Conservation Easement
-  Existing 12-acre Residential Building Area #1
-  Residential Building Zone #1
-  Parcel #4 (PIN not yet established)
-  Tract 1
-  Parcels #2, #3 (With Co. PINs)
-  Routt County Road 36



This map was created using publicly available data. All boundaries and locations are approximate and should not be used for legal purposes.
 Source Data:
 United States Department of Agriculture
 United States Geological Survey
 Routt County Assessor




 YAMPA VALLEY LAND TRUST	
GUNN CREEK (009-007) ROUTT COUNTY, COLORADO	
Date Revised:	March 27, 2015
File Name:	Parcels_GunnCreek_20150327_8x11.pdf
File Location:	...\\GIS\Projects\Coded\009-007_Gunn_Creek
Drawn By:	R. Gelling

EXHIBIT F

Table of Structures

Building/Structure Name (and Building Area Location)	Existing Structure/ Building Size	Construction Materials/Year Built
Ranch Residence w/Attached Garage (within Building Area #1)	4,012 square feet	Wood and log 1981
New Ranch Residence (within Building Area #1)	TBD	TBD
Barn (within Building Area #1)	1,428 square feet	Wood and log 1981
Workshop (within Building Area #1)	1,596 square feet	Wood and log 1984
Stable (previously existing) (within Building Area #1)	TBD	TBD
Primitive Cabin (in location as depicted on Exhibit D-1)	~392 square feet (all inclusive)	1977
New Single Family Residence #2 (which may include an attached caretaker unit no greater than 800 sq. ft. in size) (within Building Area #2)	TBD	TBD
New Single Family Residence #3 (which may include an attached caretaker unit no greater than 800 sq. ft. in size) (within Building Area #3)	TBD	TBD
New Single Family Residence #4 (which may include an attached caretaker unit no greater than 800 sq. ft. in size) (within Building Area #4)	TBD	TBD