

RESOLUTION
BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY

Re: The Lot 12 Preserve

At a regular meeting of the Board of County Commissioners for Ouray County, Colorado held at the Court House, Ouray, Colorado on the 28 day of November A.D., **2005**.

When the following proceedings, among others, were had and done, to-wit:

WHEREAS, Log Hill 12, LLC, a Colorado Limited Liability Company (hereinafter referred to as the "Grantor") is the sole owner of certain real Property in Ouray County, Colorado, more particularly described as Lot 12, Loghill Village Unit IV, according to the plat thereof as recorded in the records of Ouray County, Colorado (hereinafter referred to as the "Property"); and

WHEREAS, Ouray County, as a political subdivision of the State of Colorado, is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, for the purposes of being a Grantee of a Conservation Easement; and

WHEREAS, the Property remains in a substantially undisturbed, natural state and has significant natural habitat, agricultural, ecological, wildlife, open space, and scenic values (the "Conservation Values"), but, notwithstanding such values, pursuant to the plat of the Property approved by Ouray County in 1988, the Grantor is permitted to develop the property with as many as eleven (11) dwelling units as a use by right by Ouray County zoning authorities; and

WHEREAS, the Grantor, as owner in fee of the Property, desires to identify and to assure the preservation in perpetuity of the Property's significant natural elements, and to maintain its ecological, wildlife, open space, aesthetic and scenic quality through the granting to Ouray County of a Conservation Easement in Gross pursuant to the provisions of Section 38-30.5-101, et. seq., Colorado Revised Statutes, as amended, the effect of which will be to reduce in perpetuity the development of the Property from eleven (11) dwelling to only four (4) dwelling units; and

WHEREAS, the Property is located within an area identified by Ouray County as being within a "scenic corridor" along U.S. Highway 550 and a "Scenic Byway" along Colorado Highway 62, and in the view of the Town of Ridgway, Colorado, the City of Ouray, Colorado and the Uncompahgre and Mount Sneffels Wilderness Areas; and

WHEREAS, the Property's Conservation Values are of great importance to the Grantor, the people of Ouray County, Colorado, the people of the State of Colorado, and the general public, and are worthy of preservation; and

WHEREAS, the Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §§ 33-1-101, et seq., provide that "it is the policy of the State of Colorado that the wildlife and their environment and 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 to this state;" and

WHEREAS, the Ouray County Visual Impact Regulations, Section 9 of the Ouray County Land Use Code, provide that their purpose is "...to preserve the scenic beauty, rural setting and character and the dominating influence of the natural environment of Ouray County..." and

WHEREAS, through its adopted comprehensive Master Plan, Ouray County zoning authorities have set as a goal "to protect and preserve visually significant and sensitive areas of Ouray County that provide the scenic backdrops and vistas that all residents and visitors of Ouray County enjoy;" and

WHEREAS, in order to meet said goal of protecting and preserving such visually significant and sensitive areas, Ouray County has delineated the following policies, i.e., (i) Maintain strong visual impact regulations, (ii) Develop and implement strategies for the protection and preservation of critical scenic vistas, (iii) Evaluate and consider for adoption programs and incentives that encourage the placement of land into conservation easements and other protective status; and

WHEREAS, Ouray County has designated the Property as being within such a visually significant and sensitive area; and

WHEREAS, the Grantor intends that the Property's natural elements, and its Conservation Values be preserved by the continuation of uses, and non-use that has proven historically compatible with such elements and values; and

WHEREAS, the State of Colorado has recognized the importance of private efforts to preserve land in a natural, scenic, or open condition, for wildlife habitat for the protection of open land having wholesome environmental quality, by the enactment of Section 38-30.5-101, et. seq., Colorado Revised Statutes, as amended; and

WHEREAS, given the intensity of residential development in the vicinity of the Property and the clear likelihood that pressures will increase in the future for the development of the Property to its full density of eleven (11) homes; and

WHEREAS, the likelihood of full development of the Property will contribute to the degradation of the scenic character of the Loghill Mesa area which will negatively impact the opportunity for the general public to appreciate its scenic values; and

WHEREAS, Grantor has agreed to reimburse Ouray County for all costs incurred by Ouray County in connection with its review, approval and acceptance of the Conservation Easement in Gross; and

WHEREAS, having thoroughly reviewed the building site plan for the Property, wherein the Grantor and the County have identified the location of four (4) sites which, subject to compliance with the terms and conditions of the Conservation Easement and compliance with all applicable County regulations, including all County Visual Impact Regulations will not negatively affect the Conservation Values of the Property, will affirmatively enhance the Conservation Values of the Property, the Board of County Commissioners of Ouray County hereby finds that the acceptance by Ouray County of such a Conservation Easement from Grantor will yield a significant public benefit to the citizens of and visitors to Ouray County in that it will preserve scenic vistas in accordance with established and delineated County policy.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Based upon the foregoing statements, the Chairman of the Board of County Commissioners of Ouray County, Colorado is hereby authorized to execute the form of Conservation Easement in Gross attached hereto as Exhibit A.

Adopted this ____ day of _____, 2005.

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO

ATTEST:

Don Batchelder, Chair

Michelle Nauer, Clerk and Recorder

Heidi M. Albritton, Vice Chair

By: _____

Linda Munson-Haley,
Deputy Clerk of the Board

Kristi R. Westfall, Member

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between LOG HILL 12, LLC, a Colorado Limited Liability Company (hereinafter referred to as the "Grantor"), and the OURAY COUNTY, COLORADO, a body corporate and political subdivision of the State of Colorado and exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose legal address is 541 4th Street, P.O. Bin C, Ouray, Colorado 81427 (hereinafter referred to as the "Grantee").

WHEREAS, Grantor is the sole owner of certain real Property, subject to a mineral reservation, reserving unto the United States all coal, oil and gas thereon in Ouray County, Colorado, more particularly described as Lot 12, Loghill Village Unit IV, according to the plat thereof as recorded in the records of Ouray County, Colorado (hereinafter referred to as the "Property");

WHEREAS, the Property remains in a substantially undisturbed, natural state and has significant natural habitat, agricultural, ecological, wildlife, open space, and scenic values (the "Conservation Values"), but, notwithstanding such values, pursuant to the plat of the Property approved by Ouray County in 1988, the Grantor is permitted to develop the property with as many as eleven (11) dwelling units as a use by right by Ouray County zoning authorities;

WHEREAS, the Property is located within an area identified by Grantee as being within a "scenic corridor" along U.S. Highway 550 and a "Scenic Byway" along Colorado Highway 62, and in the view of the Uncompahgre and Mount Sneffels Wilderness Areas, and constitutes a Ouray County-designated visually sensitive area subject to the Grantee's scenic and vista preservation goals;

WHEREAS, the Property's Conservation Values are of great importance to the Grantor, the Grantee, the people of Ouray County, Colorado, the people of the State of Colorado, and the general public, and are worthy of preservation;

WHEREAS, the Grantor intends that the Property's natural elements, and its Conservation Values be preserved by the continuation of uses, and non-use that has proven historically compatible with such elements and values;

WHEREAS, the Grantor, as owner in fee of the Property, desires to identify and to assure the preservation in perpetuity of the Property's significant natural elements, and to maintain its ecological, wildlife, open space, aesthetic and scenic quality;

WHEREAS, the State of Colorado has recognized the importance of private efforts to preserve land in a natural, scenic, or open condition, for wildlife habitat for the protection of open land having wholesome environmental quality, by the enactment of Section 38-30.5-101, et. seq., Colorado Revised Statutes, as amended;

WHEREAS, the Grantee is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended; and WHEREAS, the Grantee intends, by acceptance of the grant made hereby, forever to honor the intentions of the Grantor stated herein to preserve and protect in perpetuity the natural elements and agricultural, ecological and aesthetic values of the Property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, based upon the common law, and further pursuant to Section 38- 30.5-101 et seq., Colorado Revised Statutes, as amended, Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter referred to as the "Easement") consisting of rights hereinafter enumerated, over and across that certain real Property, situated in Ouray County, Colorado, more particularly described above, and warrants the title to the same, subject to the terms and conditions set forth herein.

1. Purpose. It is the purpose of this Easement to preserve and protect in perpetuity the Conservation Values of the Property in accordance with the premise of Section 170(h)(4) of the Internal Revenue Code of 1986, as amended. In so doing, it is the purpose of this

Easement to adhere to the established policy of Ouray County, Colorado, which seeks to regulate development, to protect lands from activities which would cause immediate or foreseeable material danger to significant wildlife habitats and to protect the natural beauty and scenic vistas of Ouray County. The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §§ 33-1-101, et seq., provide that "it is the policy of the State of Colorado that the wildlife and their environment and 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 to this state." The Ouray County Visual Impact Regulations, Section 9 of the Ouray County Land Use Code provide that their purpose is "...to preserve the scenic beauty, rural setting and character and the dominating influence of the natural environment of Ouray County...." The purpose of this Easement and the intention of Grantor are to conserve the Property for the scenic enjoyment of the public as the primary use of the Property while permitting the continuation of land use practices, including, but not limited to, limited residential use, so long as such practices do not negatively impact the Conservation Values and so long as such practices are performed in accordance with the provisions of this Easement.

2. Affirmative Rights Conveyed. The affirmative rights conveyed by this Easement to the Grantee are the following:
 - (a) The Grantor hereby grants to the Grantee all development rights relating to the Property except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred off of the Property to any other real property adjacent or otherwise.
 - (b) The right to identify, to preserve and to protect in perpetuity the Conservation Values. The right to enter upon the Property at reasonable times upon prior written notice to monitor and inspect the Property in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry, and to enforce the rights herein granted.

Except as expressly provided herein, Grantor retains exclusive access to and use of the Property.

3. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to the preservation of open space and the Conservation Values that are described herein. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are permitted under this easement, and these practices are not to be precluded, prevented or limited by this Easement:
 - (a) Grantor reserves the right to construct no more that four (4) single family residences on the Property provided that the exact location of such residences on the Property shall be determined by Grantor so as to comply fully with the Ouray County Visual Impact Regulations and provided that the location of such residences shall be based upon the review and approval of Grantee in accordance with said regulatory scheme, and provided that the location said single family residences shall not negatively impact the Conservation Values and shall preserve the scenic values of the Property. The Grantor and Grantee have identified the location of said four (4) single family residences on the Property and that such locations will not negatively impact the Conservation Values and shall preserve the scenic values of the Property. The balance of the dwelling unit density allocated to the Property, i.e., seven (7) single family residences, is hereby extinguished and terminated by this Easement.
 - (b) Grantor reserves the right to cut and remove trees on the Property in the event of a beetle or other pest infestation and/or in order to decrease the fire danger and/or enhance the wildlife habitat on the Property. It is the agreement of the Grantor and

Grantee that any tree removal on the property be done in such a manner so as to minimize the impact on the scenic values of the Property.

- (c) Grantor reserves the right to create and install new driveways and accesses off of Pine Drive to any of the proposed residences, provided that such accesses and driveways shall comply with the provisions and requirements of the Ouray County Land Use Code and shall not negatively impact the Conservation Values of the Property.
 - (d) All new fences or substantial replacement of existing fences shall be constructed to standards adopted by the Colorado Division of Wildlife in place from time to time. All such improvements, maintenance, repair or replacement shall be the responsibility of the Grantor.
4. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purpose of this Easement and shall be prohibited upon or within the Property;
- (a) All residential, commercial and industrial uses of the Property are prohibited, except for those specifically permitted by the terms of this Easement.
 - (b) The construction or improvement of any new roadways, except as specified above in section 3(c)
 - (c) The exploration for and the extraction of any minerals whether surface or subsurface, including but not limited to coal, gravel, oil, gas, or other minerals.
 - (d) Any use or practice prohibited by the Loghill Village Unit IV Protective Covenants, as recorded in the public records of Ouray County, Colorado on March 31, 1993 at Book 222, Pages 945 - 952, as same may be amended thereafter, or any use or practice not permitted pursuant to the provisions of the Ouray County Land Use Code, as same may be amended in the future.
5. Baseline Documentation Report. Grantee acknowledges by acceptance of this Easement that Grantor's reserved uses of the Property are compatible with the purposes of this Easement. In order to establish the present condition of the Property's natural, agricultural, wildlife, scenic and aesthetic resources, so as to be able to properly monitor future uses of the Property and assure compliance with the terms hereof, Grantor shall prepare or cause to be prepared an inventory of the Property's relevant features and conditions (the "Report"). The Report may include, but need not be limited to, aerial photographs, topographical maps, wildlife habitat and migration maps, measures of the quality of ground cover on grazing areas, maps indicating the extent of residential uses, and scenic, botanical and wildlife photographs and reports. Grantor agrees to allow Grantee sufficient access to the Property in the summer and fall of 2005 to supplement the Report and agrees to sign the addendum as an acknowledgment that the addendum supplements the original Report. Nothing in this provision shall obligate Grantee to conduct a review of the information provided by Grantor if, in the exercise of its discretion, Grantee considers such information satisfactory. The parties hereto acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Easement as of the date thereof, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.
6. Enforcement Rights of Grantee. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. If within ten (10) days of receipt of this written notice, Grantor shall fail to remedy the alleged violation, Grantee may, in its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently.

A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation. Provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future. In the event of any such legal action, the prevailing party shall be entitled to an award of attorney's fees and costs against the other party. Venue for any and all legal proceedings shall be in the Ouray County District Court, Ouray, Colorado. Nothing contained herein shall be construed to preclude Grantor from exhausting its legal remedies in determining whether the activity to which the Grantee has objected is consistent with this Easement.

7. Costs and Taxes. Grantor agrees to bear all costs associated with the recordation of this Deed of Conservation Easement in Gross and all costs of operation, upkeep, and maintenance of the Property and does hereby indemnify the Grantee therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property or on this Easement.
8. Responsibilities of the Grantor and the Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:
 - (a) Upkeep and Maintenance. The Grantor, as defined below, shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law or this Easement. The Grantee shall have no obligation for the upkeep or maintenance of the Property.
 - (b) Liability and Indemnification. If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Grantor (including Grantor's successors and assigns who shall assume this indemnity as a condition of their receipt of title) shall indemnify and reimburse the Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless the Grantee or any of its agents have committed a negligent or deliberate act that is determined by a court to be the sole cause of the injury or damage.
 - (c) Hold Harmless. Grantor (including Grantor's successors and assigns who shall assume this obligation as a condition of their receipt of title) shall hold harmless, indemnify, and defend Grantee and its officials, 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: (1) 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 of any of the Indemnified Parties; (2) the enforcement rights specified in paragraph 6; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.
 - (d) No Waiver of Governmental Immunity. Nothing contained herein shall be construed to constitute a waiver by Grantee of any protections under the Colorado Governmental Immunity Act, (CRS, 24-10-101, *et seq.*) or other law.
 - (e) No Liability after Transfer. Anything contained herein to the contrary notwithstanding, the initial Grantor (and any subsequent assignee or transferee of Grantor's interest upon divesting itself of its entire interest in the Property) shall have no obligation pursuant to

this Easement where Grantor shall cease to hold any interest (present, partial, contingent, collateral or future) in the Property by reason of a bona fide transfer. Liability for Grantor's acts or omissions occurring prior to transfer shall survive transfer.

9. Transfer/Assignment of Easement. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) 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 regulations promulgated thereunder, and (b) authorized to acquire and hold conservation Easements under Colorado law. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantor shall have the right to approve any transferee, and such approval shall not be unreasonably withheld or delayed.
10. Transfer of the Property. Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing prior to the transfer of the Property, and the document of conveyance shall expressly refer and be subject to this Deed of Conservation Easement.
11. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that, as of the date of this Easement, there are no liens, deeds of trust or other documents or interests recorded against the Property the foreclosure of which would extinguish this Easement in whole or in part.
12. Real Property Interest Value. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. Such values shall be established through Grantor's provision to Grantee of either a copy of Grantor's appraisal of the value of this Easement or a fully completed Internal Revenue Service Form 8283. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.
13. Force Majeure. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes as long as the management follows the intent and purposes of this Easement. Emergency management actions taken will be reported to Grantee within thirty days after the event.
14. Interpretation. This Easement shall be interpreted under the laws of the state of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
15. Access. Nothing contained herein shall be construed as affording the public access to any portion of the land subject to this Easement. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited public access to third parties across his land, provided that such access is allowed in a reasonable manner that is consistent with the terms of this Easement and protects the Conservation Values identified in this Easement.
16. Grant in Perpetuity. The Easement herein granted shall be a burden upon and shall run with

the Property in perpetuity and shall be binding upon the Grantor, its successors and assigns forever.

17. Effective Date. The Easement herein granted shall take effect as of the date of full execution of this Deed of Conservation Easement in Gross.
18. Notices. Any notices, demands, requests, consent, approval or communication required by this Easement or desired by either party shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to the Grantor and the Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To the Grantor:

Log Hill 12, LLC
Jack Ludwig, Manager
#10 Hillcrest Plaza Way
Montrose, CO 81401

WITH COPY TO:

Michael D. Hockersmith
The Tisdell Law Firm, P.C.
P.O. Box 646, 645 Second Street
Ouray, CO 81427-0646

To the Grantee:

Board of County Commissioners
Ouray County, Colorado
P.O. Bin C
Ouray, CO 81427

or to such other address as the above entities from time to time shall designate by written notice to the others.

19. Miscellaneous.

- (a) The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean and include the above named Grantor and its successors and assigns and the above named Grantee and its successors and assigns.
- (b) 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 Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- (c) The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which it conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.
- (d) This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No oral modifications of this Easement may be made by the parties hereto.
- (e) Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. (f) The captions in this Easement are inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.
- (g) Whenever, by the terms of this Easement, the consent of the Grantee is required prior to specific activities being undertaken by the Grantor, said consent shall not be unreasonably withheld.
- (h) Any written notice provided for in this Easement shall be deemed to have been received three (3) business days after the postmark on a properly addressed, stamped envelope

placed in the U.S. Mail or the following business day if the notice is sent by nationally recognized overnight air courier when delivery to other party's address is established by written receipt.

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement in

Gross this _____ day of _____, 2005.

GRANTOR:
Log Hill 12, LLC,
a Colorado limited liability company,

GRANTEE:
Board of County Commissioners
Ouray County, Colorado

By: _____
Jack Ludwig, Manager

By: _____
Don Batchelder, Chair

ATTEST:

By _____
Michelle Nauer, Ouray County Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Deed of Easement in Gross was acknowledged before me this _____ day of _____, 2005, by Jack Ludwig, Manager of Grantor.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Deed of Easement in Gross was acknowledged before me this _____ day of _____, 2005, by Don Batchelder, Chair of the Board of County Commissioners of Ouray County, Colorado and by Michelle Nauer, Ouray County Clerk.

Witness my hand and official seal.

My commission expires:

Notary Public