

PAID: \$20.50

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Gay Cappis, County Clerk, San Miguel County, CO

### DRIVEWAY EASEMENT

THIS EASEMENT is granted this 20 day of November, 1992, by Idarado Mining Company, a Delaware corporation ("Grantor") to Janet Pinder, whose address is Post Office Box 1353, Telluride, Colorado ("Grantee").

WHEREAS, Grantor is owner in fee simple of certain real property known and described as the St. James Placer, M.S. 1035 San Miguel County, Colorado; and

WHEREAS, Grantee is the owner of a tract of land containing 7.5 acres more or less within the boundaries of the Monon Mining Patent, M.S. No. 9233; and

WHEREAS, Grantor desires to grant unto Grantee an easement of access over portions of Grantor's aforesaid St. James Placer for installation, maintenance and repair of a driveway and underground utilities to serve the Monon Mining Patent, M.S. No. 9233 from the north side of Colorado State Highway No. 145 to the Forest Service access easement that Grantee is obtaining from the United States Forest Service to complete the aforesaid driveway between State Highway No. 145 and Grantee's residence, subject to the conditions and covenants set forth herein; and

WHEREAS, Grantee desires to accept such easement and to perform the obligations stated herein in such a manner as to protect Grantor and Grantor's property from any liability for or on account of the permitting of such use of Grantor's property;

NOW, THEREFORE, in consideration of the sum of one hundred dollars (\$100.00), receipt of which is hereby acknowledged by Grantor, and in consideration of the mutual covenants, restrictions and conditions described below, the parties agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive surface access easement for driveway purposes and underground utilities to serve the Monon Mining Patent, M.S. No. 9233 on, over and across Grantor's property as described in Exhibit A hereto. The term of the easement shall be perpetual.
2. No interest is granted hereby in any minerals, mineral rights, water rights, nor any subsurface property other than underground utility installation, maintenance and repair, nor any personal property of the Grantor located within Grantor's property.
3. By accepting this easement, Grantee covenants to be bound by its terms, conditions, restrictions and limitations.
4. The purpose of the easement herein granted is exclusively for a driveway between Colorado State Highway No. 145 and Grantee's property described hereinabove, and for installation, maintenance and repair of underground utilities to serve the Monon Mining Patent, M.S. No. 9233.

5. Grantee's use of the easement shall be subordinate to and shall not interfere with Grantor's concurrent use of Grantor's Property for all lawful purposes which Grantor may use its Property.

6. Grantee shall, in using and enjoying the easement, comply with all federal, state and local laws, ordinances, and regulations. Grantee shall not use the easement or Grantor's property for commercial purposes, provided that this restriction shall not prevent lease or rental of residential structures which may be installed on the Grantee's property for accommodation purposes.

7. Grantee shall be solely responsible for the construction and maintenance of any improvement constructed within the easement and for controlling the use of the easement.

8. Grantee agrees to indemnify and hold harmless Grantor, its officers, employees, agents, and insurers from and against any and all liability, claims, and demands on account of death, personal injury, property loss, or property damage, or any other loss of any kind whatsoever, which may arise out of or in any manner be connected with the grant of this easement, Grantee's use of such easement, and any uses or activities which occur within the easement.

9. This easement, <sup>including</sup> all provisions hereof shall be appurtenant to the Monon patented mining property M.S. No. 9233 and shall run with the land and shall be applicable to and binding upon the parties and their respective representatives, successors and assigns.

IDARADO MINING COMPANY

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

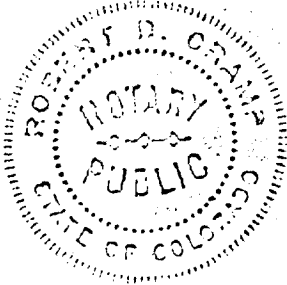
By: [Signature]  
Title: Vice President

STATE OF Colorado )  
 ) ss. 558.68.5416  
COUNTY OF Ourray )

Subscribed and sworn to before me this 20<sup>th</sup> day of November 1992,  
by RICHARD A RIVER as V.P. and GENERAL MANAGER as  
of IDARADO MINING COMPANY, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 12.3.94



[Signature]  
Notary Public

L E G A L   D E S C R I P T I O N

An easement 19 feet wide lying 9.50 feet on each side of the following described line:

Beginning at a Point on line 3-4 of St. James Placer MS 1035, Upper San Miguel Mining District, San Miguel County, Colorado from which Corner No. 4 of said St. James Placer bears North 75 degrees 12 minutes 17 seconds West for a distance of 2455.13 feet

THENCE South 54 degrees 56 minutes 02 seconds East for a distance of 88.69 feet

THENCE South 65 degrees 19 minutes 07 seconds East for a distance of 57.22 feet to the northerly right-of-way of State Highway No. 145

Together with and subject to covenants, easements, and restrictions of record.