

GRANT OF EASEMENT

THIS EASEMENT is granted by the Idarado Mining Company, hereinafter referred to as "Grantor". Grantor makes no warranties of title regarding the easement property described herein.

Christie S. Allen, hereinafter referred to as "Grantee" is the owner of the following described property located in the County of San Miguel, State of Colorado (hereinafter referred to as "the Property"), to wit:

Lots Fifteen (15) and Sixteen (16) Block B, Royer Creek Placer,
Pandora, Telluride, San Miguel County, Colorado.

For and in consideration of the sum of one dollar and other good and valuable consideration, paid to Grantor by Grantees, Grantor hereby grants the following described easements:

A. An easement, exclusively for the benefit of the Property, for that portion of the existing residential structure located on the Property, which encroaches onto a right of way generally described as Marshall Avenue, as Marshall Avenue is shown on the Royer Creek Placer Plat, recorded with the San Miguel Clerk and Recorder on February 6, 1901, at Book 28, Page 20. Said described easement is shown on the survey map attached hereto as Exhibit A, and described as "Easement Area 1".

B. An easement onto and across Marshall Avenue as described above, to provide access to such encroachment for the purpose of conducting reasonable maintenance and repair of the residential structure as it currently exists on the Property. Said described easement is shown on the survey map attached hereto as Exhibit A, and described as "Easement Area 2".

These easements are granted subject to the following terms and conditions:

1. Grantor makes no warranty of title regarding the property included as the easement areas as described herein.
2. The easements shall be appurtenant and run with the title to the Property, as described above. The provisions of this grant of easement, including obligations and reservations of rights herein contained, shall inure to the

benefit of and shall be binding upon the parties hereto, their successors, assigns, devisees and personal representatives.

3. This grant of easement shall not prevent Grantor from accessing or using the area described as Easement Area 2, so long as such access and use by Grantor does not interfere with or diminish Grantee's rights under this Easement, including Grantee's ability to use Easement Area 2 as described in paragraph B above. Grantee agrees to indemnify, defend, and hold harmless Grantor from any and all costs, expenses, claims, and liabilities of any kind or nature (including liabilities arising under state or federal environmental laws, rules, and regulations) arising from Grantee's use of the property subject to this grant of easement.

Grantor and Grantee accept the terms and conditions set forth above.

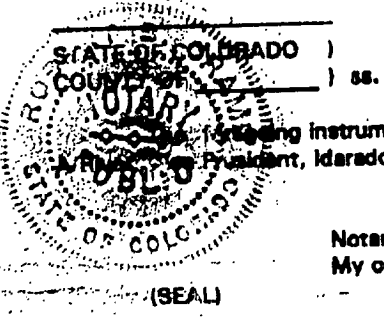
Dated this 20 day of July 1998.

GRANTOR:
Idarado Mining Company

GRANTEE:

By: [Signature]
Rick A. River, Vice President

[Signature]
Christie S. Allen



The foregoing instrument was acknowledged before me this 3 day of July, 1998, by Rick A. River, Vice President, Idarado Mining Company, Grantor.

Notary Public [Signature]
My commission expires 12-6-98

STATE OF NC
COUNTY OF Madison ss.

The foregoing instrument was acknowledged before me this 30th day of July 1998, by Christie S. Allen, Grantee.



Notary Public Angela S. Baker
My commission expires 1-15-2001



STREET

SMUGGLER

MARSHALL AV

EASEMENT AREA 2

EASEMENT AREA 1

HOUSE

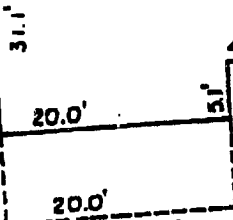
ALLEN
BK 351
PG 460



N 20°00'00" E
115.47
79.59'

N 20°00'00" E
35.88'

S 75°09'16" E



69.78'

17.00'

10.00'

115.00'

85.07'

S 14°50'44" W

29.93'

5.00'

Terms, agreements, provisions, conditions and obligations of Easements granted in instrument recorded January 15, 1993 in Book 504 at page 610, instrument recorded August 1, 1992 in Book 516 at page 721 and re-recorded September 1, 1993 in Book 516 at page 770, instrument recorded September 17, 1999 at reception No. 329271 and instrument recorded June 28, 2000 at reception No. 335213.