

After Recording Return To:

Cripple Creek & Victor Gold Mining Company LLC 6363
South Fiddler's Green Circle
Suite 800
Greenwood Village, Colorado 80111 ATTN:
Land Dept.

GRANT OF EASEMENT

THIS EASEMENT, is made and entered into on this ____ day of **February, 2018** by and between **JAMES RICHARD CHAPMAN, JR., as the Personal Representative of the Estate of Marlene Chapman, as an heir to James Chapman Sr. and Marlene Chapman, and individually, and MARK WAYNE CHAPMAN, as an heir to James Chapman Sr. and Marlene Chapman, and individually,** (hereinafter referred to as "Grantor") and **(CRIPPLE CREEK & VICTOR GOLD MINING COMPANY LLC,** a Colorado limited liability company, whose legal address is 6363 South Fiddler's Green Circle, Suite 800, Greenwood Village, Colorado 80111, (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain land situated in the County of **Teller**, State of **Colorado**, as described on Exhibit A, attached hereto (the "Property"); and

WHEREAS, **WILLIAM J. PALMER PARKS FOUNDATION, INC., dba PALMER LAND TRUST**, a charitable nonprofit Colorado corporation, having an address at P.O. Box 1281, Colorado Springs, Colorado 80901, has an interest in the Property through a Deed of Conservation Easement, which was recorded in Teller County on November 21, 2013 at Reception #668052.

WHEREAS, **CRIPPLE CREEK & VICTOR GOLD MINING COMPANY LLC**, a Colorado limited liability company, having an address at 6363 S. Fiddlers Green Circle, Greenwood Village, Colorado 80111, has an interest in the Property through reservations in a Deed, which was recorded in Teller County on May 7, 1991, at Reception #386351.

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, and assigns, a nonexclusive right for ingress and egress across the Property for the sole purpose of accessing and working upon the adjacent parcel, owned by Grantee and identified as Teller County Parcel number R0004375 (this grant is hereinafter the "Easement"). The bounds of the Easement are described in Exhibit B and depicted on Exhibit C, attached hereto.

IT IS FURTHER AGREED:

1. The area of the Easement that is off of the existing road maybe be used only for vehicle turnaround and temporary parking of vehicles.
2. The purpose of the Easement may not be expanded by Grantee without the written permission of both Grantor and Palmer Land Trust.
3. The Easement shall in no way diminish the rights of Grantee as the owner of the minerals under the Property, nor the rights conferred through such ownership by the laws of the State of Colorado and the United States.
4. All work conducted by Grantee on the Easement shall be done at Grantee's sole cost and expense and only after first obtaining the written approval of Grantor.
5. In its use of the Easement, Grantee agrees to comply with the applicable restrictions contained in the Deed of Conservation Easement, held by Palmer Land Trust and referenced above, subject to all existing property rights.
6. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property caused by the use of the Easement by Grantee or Grantee's agents.
7. Grantor, with reasonable written notice, may relocate the Easement or the roadway within it to a suitable location, the suitability of which will be determined solely by Grantor, provided that Grantor furnishes the necessary right-of-way at no cost to Grantee and that Grantor bears all costs of relocation.
8. All exhibits referred to herein and attached hereto shall be deemed part of the Easement.
9. The Easement shall be governed by and interpreted in accordance with the laws of the State of Colorado.
10. The Easement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

[Remainder of page intentionally left blank; signatures appear on the following page]

EXHIBIT "A"

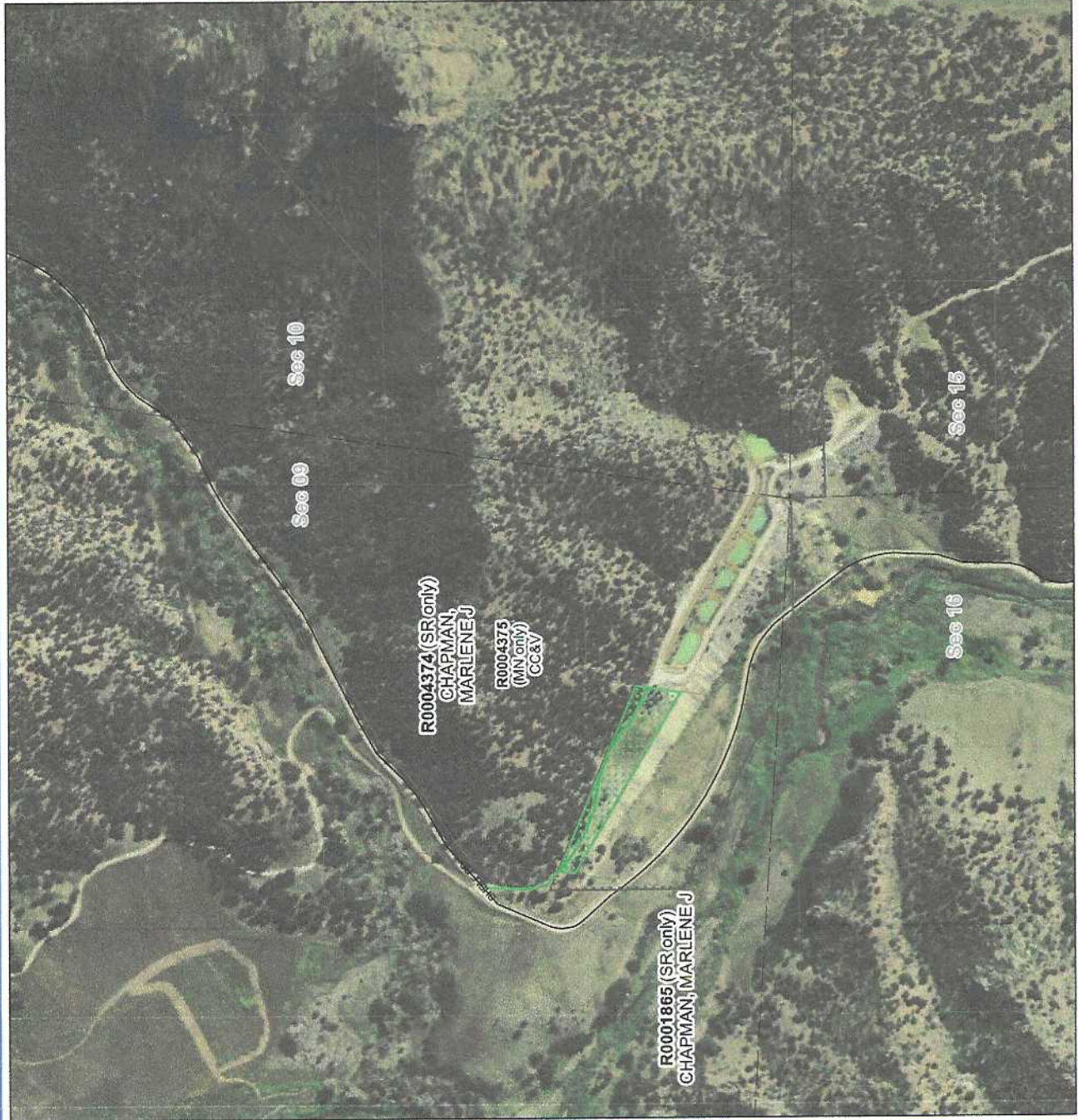
LEGAL DESCRIPTION OF PROPERTY BURDENED BY THIS EASEMENT

Account Number	Legal Description
R0001865	9-16-70 3257 HOME PLACER OR (E2SW4SE4)
R0004374	9-16-70 W2SE4SE4, NE4SE4SE4, PT NE4SE4 AS DESC AT 386351

EXHIBIT "B"

LEGAL DESCRIPTION OF ACCESS EASEMENT

Account Number	Legal Description
R0001865	9-16-70 3257 HOME PLACER OR (E2SW4SE4), but only as to the existing road lying East of County Road 88, aka Shelf Rd.
aR0004374	9-16-70 W2SE4SE4, NE4SE4SE4, PT NE4SE4 AS DESC AT 386351 but only as to the portion delineated on the attached Exhibit C



Legend

 Proposed Easement

Township 16S, Range 70W, Sections 09, 10, 15, 16



**CRIPPLE CREEK
NMC Land Department**

Cripple Creek Mining District
Sixth Principle Meridian
Teller County, Colorado

CONFIDENTIAL

Prepared for Newmont Mining
By Alaska Earth Sciences, Inc.

Updated & Printed - 01/10/2018

**Carlton Tunnel Area:
R0001865, R0004374, R0004375**

Background: 2015 National Ag. Imagery Program Mosaic

Road and Highway data from the Colorado DOT (dtidapps.coloradodot.info/otls)
PLSS data from BLM Cadastral Survey - CO:
Cadastral National Spatial Data Infrastructure (CAD NSDI)



NAD 1983 UTM Zone 13 North 1:4,000