

STATE OF
COLORADO

Gagnon - DNR, Nikie <nikie.gagnon@state.co.us>

Fwd: Mendota Properties-Silver Plume

1 message

Hays - DNR, Peter <peter.hays@state.co.us>

Fri, Jun 21, 2024 at 8:45 AM

To: DEBORAH RUTZEBECK <rutzdk@aol.com>, "GAGNON, Nikie (8126)" <nikie.gagnon@state.co.us>

Deb,

Thanks for sending this for the Division's review.

Nikie Gagnon with the Division is currently assigned to Clear Creek County and the Mendota Properties site. Ms. Gagnon is copied on this email. She will reach out with questions and the process required to release the site as soon as possible.

Peter S. Hays
Environmental Protection Specialist
Inactive Mine Reclamation Program



COLORADO
Division of Reclamation,
Mining and Safety
Department of Natural Resources

I am working remotely and can be reached at 720.786.0024.

C 720.786.0024 | P 303.866.3567 Ext. 8124 | F 303.832.8106

Physical - [1313 Sherman St., Room 215](#), Denver, CO 80203Mailing - [1001 E 62nd Ave., Denver, CO 80216](#)peter.hays@state.co.us | <https://drms.colorado.gov>

----- Forwarded message -----

From: **DEBORAH RUTZEBECK** <rutzdk@aol.com>

Date: Fri, Jun 21, 2024 at 7:51 AM

Subject: Mendota Properties-Silver Plume

To: Peter Hays - DNR <peter.hays@state.co.us>

Hello Peter,

Cynthia Neeley has informed me that the conservation easement has been granted on the Silver Plume properties so I'm hoping we may proceed on closing the mining permit for the Mendota Properties.

Attached is the very lengthy document for your perusal. The deed is for all 200.88 acres involved in the sale to Town of Silver Plume which includes the acreage involved in the Mendota permit.

Thanks,
Deborah Rutzebeck
303-887-6347



SPMPN - Recorded DoE (4.24).pdf
13029K



COLORADO HISTORICAL FOUNDATION

DEED OF

CONSERVATION EASEMENT

FOR THE PROPERTY KNOWN AS:

THE SILVER PLUME MOUNAIN PARK NORTH

North side of I-70 directly above and west of the Town of Silver Plume
(200.88 acres of land)

Granted by:

THE TOWN OF SILVER PLUME
a Colorado Home Rule Town

to

COLORADO HISTORICAL FOUNDATION,
a Colorado nonprofit corporation

**THIS DOCUMENT CONTAINS REQUIREMENTS AND RESTRICTIONS,
INCLUDING A TRANSFER FEE, WHICH MUST BE STRICTLY COMPLIED
WITH IN RELATION TO ANY CONVEYANCE OR TRANSFER OF THE REAL
PROPERTY ENCUMBERED HEREBY.**

RECORDING REQUESTED BY:

Ryan Wilcox, Esq.
Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, Colorado 80202



24, 2024, by and between THE TOWN OF SILVER PLUME, a Colorado Home Rule Town, of 710 Main Street, PO Drawer F, Silver Plume, CO 80476 ("Grantor"), and the COLORADO HISTORICAL FOUNDATION, a Colorado nonprofit corporation, of P.O. Box 363, Golden, Colorado 80402 ("Grantee").

RECITALS

A. The Grantee, a non-profit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code, is a qualified organization for purposes of Section 170(h)(3) of the Internal Revenue Code, as further defined by Internal Revenue Service Regulation §1.170A-14(c), and was created at least two years prior to the date of this Easement.

B. The Grantee is authorized to accept easements to protect property significant in Colorado history, architecture, and culture.

C. The Grantor is the owner in fee simple of certain real property sometimes known as The Silver Plume Mountain Park North (the "*Property*"), said Property (200.88 acres) presently including twenty-five (25) contributing resources (each a "*Cultural Resource*" and collectively, the "*Cultural Resources*") and located entirely within the Georgetown-Silver Plume National Historic Landmark District, the Property is more particularly described below. The Cultural Resources are divided into three categories: (1) "*Interpretive Sites*" are intended to receive the most visitors and shall be preserved and maintained pursuant to this Easement; (2) "*Stewardship Sites*" are largely inaccessible and stabilization is encouraged but not required; and (3) "*Ruins*" are largely inaccessible points and shall be allowed to naturally continue to degrade, stabilization and preservation efforts are not required, but protection measures are encouraged. The chart attached hereto as Exhibit F and incorporated herein by this reference lists each Cultural Resource and its respective category.

D. The Property, which is part of the Georgetown-Silver Plume Historic Landmark District, was listed in the National Register of Historic Places (Smithsonian Site #: 5CC.3) on November 13, 1966 and therefore includes certified historic structures and historic resources as defined by Internal Revenue Service Regulation §1.170A-14(d)(5).

E. The Grantor and Grantee recognize the historical, architectural, cultural, and aesthetic value and significance of the Property, and have a common purpose of conserving and preserving the value and significance of the Property.

F. The grant of this Easement and the acceptance of this Easement will provide a public benefit and conservation purpose by preserving an historically important land area and/or a historic structure and its historical, architectural, cultural, or aesthetic interest or value.

G. The Cultural Resources, the Property and related designation/certification/landmark documents are documented in a set of reports that includes documents and photographs (the "*Baseline Documentation*") which Grantee acknowledges has been made available to it by Grantor prior to the date hereof. The parties agree the Present Conditions Report (as defined below) provides an accurate representation of both the current and historic states of the Interpretive Sites and the Property as of the date hereof.



H. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept this Easement on the Property, pursuant to Article 30.5 of Title 38, Colorado Revised Statutes (the “Act”).

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. GRANT OF EASEMENT.

1.1 Grant. Grantor does hereby irrevocably grant and convey unto Grantee a conservation easement in gross, to have and to hold in perpetuity (which easement is more particularly described below), to constitute a binding servitude upon the Property and the exterior surfaces of the Interpretive Sites located thereon, owned by the Grantor, and more particularly described in Exhibit A and depicted on the site plan in Exhibit B, each attached hereto and incorporated herein by this reference.

1.2 Present Conditions Report. Pursuant to §1.170A-14(g)(5) of the Internal Revenue Service Regulations, a report has been prepared by Grantor and Grantee in order to document the condition of the Property as of the date of this Easement (the “*Present Conditions Report*”). The Present Conditions Report documents the Conservation Interests (as defined therein) and the external nature of the Cultural Resources and exterior features of the Property, including without limitation, the exterior walls, windows, doors, roofs, chimneys, entryways, stairways, design elements, and surfaces of any improvement on the Property, and any fences, paths, signage, driveways, landscaping elements, and exterior lighting, as currently existing on the date hereof (collectively, the “*Present Conditions*”). The Present Conditions Report is incorporated herein by this reference and consists of photographs depicting the Present Conditions, together with certain Baseline Documentation evidencing the historic character and nature of the Property and Cultural Resources. The Present Conditions Report will be used by Grantee to ensure that any future changes to the Property will be consistent with the terms of the Easement. However, the Present Conditions Report is not intended to preclude the use of other evidence to establish the historic characteristics, general condition, or Conservation Interests of the Property as of the date hereof. Grantor covenants and agrees that it will provide a copy of the Present Conditions Report to any successor in interest of the Property, at or prior to the closing thereof and use best efforts to obtain written acknowledgement from such successor in interest of the existence and contents of the Present Conditions Report; provided that nothing herein shall prevent Grantee from providing a copy of the Present Conditions Report to such party or obtaining such acknowledgment, if Grantor fails to do so.

ARTICLE II. AFFIRMATIVE COVENANTS.

Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Property each of the following covenants and stipulations, which contribute to the conservation purposes of this Easement in that they aid significantly in the preservation of the Cultural Resources and surrounding land area, which contributes to the historical, architectural, and cultural integrity of the Cultural Resources.



2.1 Maintenance and Repair. Grantor shall at all times maintain the Interpretive Sites in a good and sound state of repair and shall maintain the Present Conditions and the Interpretive Sites according to the Standards, and so as to prevent deterioration of the Present Conditions. As used herein, “Standards” shall mean: (i) for buildings and structures: The Secretary of the Interior’s Standards for Rehabilitation and the guidelines referenced therein; (ii) for landscapes, the Secretary of the Interior’s Guidelines for Rehabilitating Cultural Landscapes, and, (iii) for archaeological resources, the Standards for Archaeology and Historic Preservation, each as issued and as may from time to time be amended by the U.S. Secretary of Interior; provided, however, in the event that the U.S. Secretary of the Interior ceases to publish the foregoing, such other similar standards promulgated by the U.S. Secretary of the Interior or such other standards as Grantee may reasonably select. Subject to the casualty provisions of Article 4 below, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction according to the Standards, and in compliance with Environmental Laws (as defined in Section 3.2(a)), and such preventive measures as shall be necessary to maintain the structural integrity of Interpretive Sites or such other elements of the Property which may affect the Present Conditions (including without limitation, cutting back vegetation and tree roots; foundation maintenance and repair; maintenance and repair of interior load bearing walls and other interior conditions which could affect the Present Conditions) whenever necessary to have the external nature of the Interpretive Sites at all times appear to be the same as the Present Conditions. Grantor shall be solely responsible for ensuring strict compliance with the Standards and all other applicable laws and codes as to any maintenance or repairs performed by Grantor to the Property.

2.2 Interior Maintenance. The Grantor shall maintain the interior of the Interpretive Sites as is required to ensure the structural soundness and the safety of the Interpretive Sites, but Grantor is not obligated by this Section 2.2 to preserve or rehabilitate the interior of the Interpretive Sites in accordance with the Standards.

2.3 Insurance. As of the effective date of this Easement, Grantor is a public municipality and an insured member of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”). CIRSA provides comprehensive general property and liability insurance of not less than \$1,000,000.00 for all town properties and municipal activities. Grantor at its expense shall (i) keep the Property insured by CIRSA or an insurance company rated “A IX” or better by Best’s or otherwise acceptable to the Grantee, under a form of full replacement cost insurance policy against risk of physical damage to those aspects of the Property that are governed by this Easement in form and in such amount as may be required by Grantee; and (ii) carry and maintain comprehensive general liability insurance under a policy issued by CIRSA or an insurance company rated “A IX” or better by Best’s or otherwise acceptable to Grantee with coverage per person per occurrence of not less than \$1,000,000.00 combined single limit or such greater amount as may reasonably be required by Grantee from time to time, and such policy shall not include a pollution exclusion provision. Grantor shall use commercially reasonable efforts to obtain an endorsement from CIRSA or the insurer of the policy required by this Section 2.3 (ii) insuring Grantor’s indemnification obligations as set forth in Section 2.5 hereof. If Grantor’s insurance carrier is unwilling or unable to obtain coverage listing Grantee as an additional insured, Grantor agrees and acknowledges it is not relieved from its maintenance obligation under Section 2.1 and its indemnification obligations under Section 2.5. All insurance policies required to be obtained or maintained by Grantor shall include an endorsement causing Grantee to be named as an additional insured or a loss payee thereunder as applicable and provide for 60 days’ notice of cancellation by



the insurer to Grantee. Grantor shall provide full copies of the policies required by this Section 2.3 within sixty (60) days after the recording of this Easement and thereafter promptly provide certificates of insurance required by this Section 2.3 and all supplements or endorsements thereto to Grantee on a yearly basis within ten (10) days after each anniversary of the date of this Easement or within ten (10) days after each such insurance policy is entered into, renewed or amended; provided, however, that in the event that Grantor is unable to cause the insurer to provide 60 days' notice of cancellation to Grantee as required herein, then Grantor shall provide the foregoing certificates of insurance within thirty (30) days after written request by Grantee. In the event any of the above insurance policies are cancelled, Grantor shall promptly provide written notice of such cancellation to Grantee.

2.4 Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property. Grantee is hereby authorized -- but in no event required or expected -- to make or advance upon three days prior written notice to Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charge, fine, imposition or lien asserted against the Property and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at 2 percentage points over the prime rate of interest from time to time published by the Wall Street Journal or, if the Wall Street Journal ceases to publish such prime rate of interest, in such other publication reasonably selected by Grantee.

2.5 Indemnification. Grantor shall indemnify, defend (if requested, with counsel selected by Grantee) and hold Grantee harmless for any claims, liability, costs, attorney's fees, fines, judgments, losses or expenses to Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising out of or in connection with the conveyance, possession, or exercise of rights under this Easement; any injury to or death of any person; physical damage to the Property; the presence or release in, on, under or migrating from the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Environmental Law (as defined in Section 3.2(a)), ordinance or regulation as a hazardous, toxic, polluting or contaminating substance ("*Hazardous Substance*"); or other injury or other damage occurring on or about the Property, unless such injury or damage is caused solely by the gross negligence or willful misconduct of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Section 2.5, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

2.6 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of potential violation, notice of violation or lien relating to the Property received by Grantor from any government authority within five business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law. Grantor shall promptly provide written notice to Grantee of any litigation, claims, or actions brought or threatened against Grantor or the Property which may affect or limit the rights of Grantee under this Easement.



2.7 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Easement to potential new owners prior to sale closing. Subject to applicable law, each transfer or conveyance of the Property in an arms' length, bona fide transfer to a third party, shall be subject to the payment, from Grantor to Grantee at the time of such transfer, of the lesser of \$1,500 or 0.25% of the total consideration received by Grantor in such transfer or conveyance, unless such payment is waived by Grantee in writing, in its sole discretion.

2.8 Liens. Any lien on the Property created pursuant to any paragraph of this Easement in favor of Grantee may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

2.9 Subordination of Mortgages. Grantor shall cause all mortgages, deeds of trust, or other liens (collectively, the "*Mortgages*") to be subject and subordinate at all times to the rights of the Grantee to enforce this Easement. Grantor has provided a copy of the Easement to all holders of Mortgages as of the date of this Easement, and the agreement of each such holder of Mortgages to subordinate the Mortgage to the Easement in the form attached hereto as Exhibit D has been obtained by Grantor and provided to Grantee and is attached hereto and recorded herewith.

2.10 Plaques. Grantor agrees that the Grantee, its successors or assigns, may provide and maintain one or more plaques and/or other historical markers on the Property or Cultural Resources giving notice of the history of the Property and the grant of this Easement, subject to Grantor's reasonable approval of the size and location of such plaques or markers. Grantor may provide and maintain one or more plaques and/or other historical markers on the Property or Cultural Resources giving notice of the history of the Property, subject to Grantee's written approval of the size, location, and content of such plaque or marker.

2.11 Notice to Other Persons. Restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor (verbatim or by express reference to the Book and Page or Reception Number, and County of recording of this Easement) in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a sale or lease of a condominium unit. Prior to Grantor entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of the same.

2.12 Public View. Grantor shall take all actions and steps, within its reasonable control, to ensure that the visual public access to Property, as existing as of the date of this Easement, is maintained and not limited by Grantor or third parties.

2.13 Recording. Grantee, its successors or assigns, will do and perform at its cost all acts necessary to the prompt recording of this Easement in the records of the Clerk and Recorder of Clear Creek County, Colorado.

2.14 Proof of Compliance. Upon written request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.



2.15 Mechanics' Liens. In the event a mechanics' lien is recorded against or attaches to the Property, Grantor shall promptly remove such lien by bonding over or paying such lien in full. If any mechanics' lien is recorded against or attaches to the Property and the date of such lien relates back to a date prior to the date of recording of this Easement, then Grantee shall have the right, but not the obligation, to pay off or bond over such lien and Grantor shall reimburse Grantee for all costs and expenses related thereto, including, without limitation, legal fees and costs, promptly after Grantee's request therefor.

ARTICLE III. NEGATIVE COVENANTS; REPRESENTATIONS AND WARRANTIES.

3.1 Negative Covenants.

(a) **No Demolition.** The Cultural Resources shall not be demolished, removed, razed, or otherwise deconstructed, except as provided in Section 4.4.

(b) **No Construction.** Without the express written permission of the Grantee, to be granted or denied in Grantee's sole discretion, signed by a duly authorized representative thereof, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would adversely affect the structural soundness of the Interpretive Sites or anything which would encroach on the open land area on the Property adjacent to and surrounding the Interpretive Sites; or cause a release of a Hazardous Substance on the Property in violation of Environmental Laws (as defined in Section 3.2(a)), provided, however, that:

(i) *Reconstruction.* Subject to the prior written approval of Grantee, which may be granted or withheld in Grantee's sole discretion, the reconstruction, repair, or refinishing of the Present Conditions, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted provided that such reconstruction, repair, or refinishing is performed according to the Standards and in a manner which maintains or recreates, as the case may be, the appearance of the Present Conditions;

(ii) *Permitted Alterations.* Grantor may make such alterations to the Property, Interpretive Sites and Present Conditions as are expressly authorized in attached Exhibit E which is incorporated herein by this reference, subject to the Grantee's right to review and approve detailed plans and specifications, designs and materials prior to and during the course of construction, which such approval may be granted or withheld in Grantee's sole discretion. Any changes in such detailed plans, specifications, designs and materials are subject to Grantee's prior review and approval, to be granted or withheld in Grantee's sole discretion. Upon completion of the alterations permitted by Exhibit E, Grantor shall promptly document (by photographs and other appropriate means) the altered appearance of the Property, Interpretive Sites and Present Conditions, and shall execute an amendment to the Present Conditions Report by which such documentation of the aforesaid altered appearance of the Property, Interpretive Sites, and Present Conditions shall be included in the Present Conditions Report incorporated in Section 1.2.

(c) **New Buildings.** No buildings, structures or other improvements not presently on the Property shall be erected or placed on the exterior of the Property hereafter, except as expressly described in Exhibit E, and except for temporary structures, such as scaffolding needed to assist workers.



(d) **Signs.** No signs, billboards, or advertisements shall be displayed or placed on the exterior of the Property or Cultural Resources, except as expressly described in Exhibit E; provided, however, that, subject to all applicable laws and ordinances, Grantor shall, upon request by Grantee or with prior written approval from and in the sole discretion of Grantee, erect such signs as are compatible with the conservation purposes of this Easement, appropriate to identify the Cultural Resources and any activities carried on in the Cultural Resources, and necessary to comply with all applicable laws and ordinances related to safety.

(e) **Topography.** No topographical changes, including but not limited to excavation, shall occur on the exterior of the Property, except as expressly described in Exhibit E; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the conservation purposes of this Easement. Grantee, at its discretion, may condition its approval upon or otherwise require, Grantor, at Grantor's sole cost and expense, to perform an archaeological survey on such portions of the Property for which Grantor proposes to make topographical changes, for the purpose of identifying and determining the significance of archaeological deposits. If archaeological deposits are identified, then Grantee may condition its approval of topographical changes, as appropriate.

(f) **Roads.** Grantor shall not install any roads across the Property. Grantor shall consult with Grantee before altering any topography affecting access to or drainage patterns of the Property.

(g) **Landscaping.** Except as required to comply with the provisions of Section 2.1 hereof, there shall be no material removal or destruction of the landscaping on the Property, except as expressly described in Exhibit E, including, without limitation, the softscape (e.g., the cutting down or removing trees, shrubs, or other vegetation) or hardscape which contributes to the landscaping (e.g., the destruction or removal of retaining walls, paths, steps and terraces); provided, however, that Grantor may with prior written approval from and in the reasonable discretion of Grantee, undertake such landscaping of the Property as is compatible with the conservation purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance and in accordance with the Present Conditions and the cultural, historical, and architectural properties being conserved hereby.

(h) **Public View.** Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure or improvements on the Property from adjacent publicly accessible areas such as public streets.

(i) **Trash/Environmental.** No dumping of ashes, trash, rubbish, soil or any other unsightly or offensive materials shall be permitted on the Property, except for customary trash disposal in accordance with the ordinances and regulations of the Clear Creek County, Colorado.

(j) **Use.** The Property shall be used only for purposes consistent with the conservation purposes of this Easement, and shall at all times comply with any law, regulation or ordinance applicable to the Property, including, without limitation, local zoning ordinances.



(k) **Subdivision.** The Property shall not be subdivided or demised (inclusive of any boundary line adjustment) and the Property shall not be devised or conveyed except as a unit. Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the Property subject to this Easement may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location. In the event of any subdivision, division, demise, or boundary line adjustment of the Property by judicial action, all resulting parcels or properties shall remain subject to this Easement.

(l) **Utilities.** No above ground utility transmission lines, improvements, transformers, cell towers, or vaults, may be created, constructed, or placed on the Property, except within and pursuant to utility easements recorded prior to the date hereof.

(m) **Water Rights.** Grantor shall retain all water rights associated with the Property and no such water rights shall be encumbered by or subject to this Easement.

(n) **Mineral Interests; No Surface Mining.** No disturbance of the surface estate shall be allowed, and no extraction or removal of minerals from the Property is permitted by a surface mining method, or by any method that would be irretrievably destructive of the landscape, surface or significant conservation interests of this Easement.

3.2 Representations and Warranties.

(a) **Environmental.** Grantor represents and warrants that the Property is not subject to any local, state, or federal environmental violation or enforcement order relating to site investigation or remediation under any environmental laws or regulations, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601-9675; the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6992; the Clean Water Act, 33 U.S.C. §1251 et seq.; and the Clean Air Act, 42 U.S.C. §7401 et seq. (collectively, "*Environmental Laws*").

(b) **Ownership; Due Authorization.** Grantor is the owner in fee simple of the Property, free and clear of all liens, encumbrances, leases, licenses, easements and other interests of any nature whatsoever. No construction or other work for which a claim of lien could arise has been performed on the Property within the one hundred twenty (120) day period immediately prior to the date hereof which work has not been paid for in full. The individual executing this Easement on behalf of Grantor represents and warrants that he or she is fully authorized to do so. Grantor represents and warrants that the execution and recording of this Easement will not interfere with or violate any contract or agreement to which Grantor is a party and no such contract or agreement exists which would negatively impact the rights of Grantee hereunder.

(c) **Existing Title Matters.** Except for those matters shown in Exhibit C hereto, Grantor represents and warrants to Grantee that as of the date hereof the Property is free and clear of any lien, Activity Use Limitation ("*AUL*"), environmental covenant, or other encumbrance to title. Grantor shall immediately cause any lien or claim of lien, or AUL that may hereafter come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee, to be subordinated to the rights, title and interest of Grantee, pursuant to Section 2.9.



(d) **Subordination of Mortgages.** Grantor represents and warrants that there are no Mortgages or other liens or encumbrances on the Property as of the date of recording of this Easement except as shown in Exhibit D hereto and all such Mortgages are subordinate to this Easement pursuant to Section 2.9 above.

ARTICLE IV. CASUALTY/OBSCOLESCENCE.

4.1 Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed by casualty, or involve a release of a Hazardous Substance in violation of Environmental Laws, the Grantor shall notify the Grantee in writing within ten days of the damage, release or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and for safety purposes, shall be undertaken by Grantor without the Grantee's prior written approval of the work, which such approval may be granted or withheld in Grantee's sole discretion. Within 45 days of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Present Conditions and/or reconstruction of damaged or destroyed portions of the Property; and
- (c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof or as of the completion of any required work as set forth in the Easement.

4.2 Review After Casualty Damage or Destruction. After reviewing the report described in Section 4.1,

- (a) Grantor shall have the right to restore or reconstruct the Interpretive Sites as provided in this Section 4.2; or, even if Grantor does not exercise this right,
- (b) Grantee shall have the right to require Grantor, without making any environmental compliance decisions with respect to such requirement, which shall be the responsibility of the Grantor, to stabilize, restore or reconstruct the Interpretive Sites if Grantee believes, in its sole discretion, that the purposes and intent of this Easement will be served by such restoration or reconstruction of the Interpretive Sites.

In the event that either Grantor or Grantee exercises the rights set forth in (a) and (b), then Grantor and Grantee shall establish a schedule under which Grantor shall, as soon as practicable, complete the stabilization, restoration and/or reconstruction of the Interpretive Sites in accordance with the Standards and the plans and specifications approved in advance by the Grantee, provided that Grantor shall not be obligated to incur expenses in connection with such restoration or reconstruction in excess of the total amount of casualty insurance proceeds that are payable (or would be payable) out of any insurance maintained or required to be maintained by Grantor hereunder (the "*Proceeds*") except as set forth in Section 4.3.



4.3 Grantee's Right to Raise Funds. If Grantor has failed to maintain the amount of replacement cost casualty insurance required under Section 2.3 of this Easement, Grantee has the right, but not the obligation, to raise funds toward the costs of restoration of the Interpretive Sites above and beyond the total amount of the Proceeds as may be necessary to restore the appearance of the Present Conditions, and such raised funds shall constitute a lien on the Property to the extent used to restore the Interpretive Sites until repaid by Grantor. Said lien shall have the same priority as a mechanic's lien arising on the date of the creation of the plans and specifications for the restoration.

4.4 Determination Not to Require Rebuilding. Subject to the limitations and obligations set forth in Section 5.1 below and C.R.S. § 38-30.5-107.5, if both Grantor and Grantee determine not to exercise their respective rights regarding restoration or reconstruction of the Interpretive Sites as set forth in Section 4.2, then the Grantor may, with the prior written consent of the Grantee, which consent may be given or withheld in Grantee's sole discretion, alter, demolish, remove or raze the Interpretive Sites, or construct new improvements on the Property. In such event, Grantee may elect to choose any salvageable portion of the exterior surfaces of the Interpretive Sites and remove them from the Property, and Grantor shall deliver to Grantee a good and sufficient bill of sale for such salvaged pieces. In such case, Grantee shall have the right to insurance proceeds to the extent required by law to have this Easement qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder as of the date of the grant of this Easement and to the extent of the proportionate value of Grantee's vested property right set forth in Section 5.1.

ARTICLE V. EXTINGUISHMENT.

5.1 Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible or impractical the continued use of the Property for the purposes of this Easement and necessitate extinguishment of the Easement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Property resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall entitle Grantee to share in any proceeds resulting from the extinguishment in an amount determined under the provisions of this Section 5.1, Colorado Revised Statutes 38-30.5-107.5 and Section 170(h)(3) of the Internal Revenue Code, and regulations promulgated thereunder as of the date of the original grant. Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that this Easement, at the time of the gift, bears to the fair market value of the Property as a whole at that time. Pursuant to Internal Revenue Service Notice 2023-30, the proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of this Easement, unless state law provides that the donor is entitled to the full proceeds from the conversion without regard to the terms of this Easement. Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the Property that is the subject of this Easement renders impossible or impractical the continued use of the Property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) this Easement is extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined



above) from a subsequent sale or exchange of the Property are used by Grantee in a manner consistent with the conservation purposes of this Easement. Any extinguishment pursuant to this Section 5.1 shall be deemed the result of the occurrence of a remote future event in accordance with Treas. Reg. §1.170A-14(g)(3). This Section 5.1 shall be the exclusive mechanism by which the Grantor and Grantee shall pursue extinguishment of all or a portion of the Easement.

In the event of extinguishment, the provisions of this Section 5.1 shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien until all amounts due to Grantee hereunder have been paid.

5.2 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking, including, without limitation, reasonable attorney's fees, shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Section 5.1 unless otherwise provided by law. The foregoing recovered proceeds include, without limitation, any payments through a purchase in lieu of a taking. Any award issued to Grantor (whether or not Grantee has joined in such proceeding) shall be apportioned and paid in the following manner: (1) first, to Grantee as its award is determined by Colorado Revised Statutes 38-30.5-107.5; (2) second, to any mortgagee of the Property; (3) third, to any costs incurred by Grantor or Grantee in relation to such taking; and (4) last, to Grantor.

ARTICLE VI. ADMINISTRATION AND ENFORCEMENT.

6.1 Inspections. Grantor hereby agrees that representatives of Grantee shall be permitted to inspect the Property, including the Cultural Resources, at all reasonable times that do not unreasonably interfere with the business operations of the Property. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Interpretive Sites during such inspections to determine whether any interior conditions may or could affect the exterior of the Interpretive Sites and to ensure maintenance of structural soundness and safety and proper compliance with this Easement and. Inspection of the Property will be made at a time mutually agreed upon by Grantor and Grantee and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection and to permit Grantee to inspect the Property not less often than once per calendar year. Grantee reserves the right, in its sole discretion and without any obligation therefor, to carry out inspections by virtual or remote technological means; provided that in such event, Grantor shall cooperate with all requests by Grantee as to locations to be inspected (including moving obstructions to such inspection) and if Grantee is not satisfied by such cooperation, then Grantee shall have the right require an in person inspection of the Property.

6.2 Grantee's Remedies.

(a) In the event of a violation of any covenant, stipulation or restriction in this Easement or in any collateral agreement made in connection with or pursuant to this Easement,



the Grantee may, in addition to any remedies now or hereafter provided by law, and following reasonable written notice to Grantor:

(i) institute suit(s) to enjoin such violation by *ex parte*, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, and Grantee shall not be required to post any bond in connection with any such proceedings; or

(ii) enter upon the Property, correct any such violation, without making any environmental compliance decisions in correcting such violation, which shall be the sole responsibility of the Grantor, and hold Grantor, its successors and assigns, responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property, such lien to have the priority of a lien as of the earlier of the date of such expenditure or the date the corrective work commenced, with Grantee agreeing to exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

(b) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations under this Easement, or under any collateral agreement made in connection with or pursuant to this Easement, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all court costs and legal, architectural, engineering and expert witness fees.

(c) The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

(d) To the extent that any violation described in this Section 6.2 is of a type which can be cured, and does not, in Grantee's sole judgment, subject the Property to immediate and irreparable harm, Grantor shall have thirty (30) days following Grantee's written notice to cure any such violation involving failure to pay money, and sixty (60) days following Grantee's written notice to cure any other violation.

6.3 No Merger. In the event that the Grantee shall at any time in the future become the fee simple owner of the Property, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyance of the same to another, to create a new easement containing the same restrictions and provisions as are contained in this Easement, and either to retain such easement in itself or to convey such easement to a similar local, state, or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 *et seq.* Pursuant to Colorado Revised Statute 38-30.5-107, in the event that the Grantee shall at any time in the future become the fee simple owner of the Property, there shall be no release, termination, extinguishment, or abandonment by merger with the fee interest of Grantee.



6.4 Assignment. Grantee may, at its discretion and without prior notice to Grantor, convey and assign this Easement to a similar local, state, or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code and Treasury Regulation § 1.170A-14(c)(1) and C.R.S. §38-30.5-101 *et seq.*; provided that any such conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out. If Grantee fails to remain a qualified organization, as determined by an agency or court of competent jurisdiction in a final, unappealed ruling, Grantee must convey and assign this Easement to a qualified organization, in which case, from and after the date of such conveyance and assignment, Grantee shall have no further liability to Grantor. Grantor shall not assign this Easement without the prior written consent of Grantee; provided, however, that Grantee's consent shall not be required for an assignment to any successor to Grantor's entire interest in the Property.

ARTICLE VII. MISCELLANEOUS.

7.1 Notices. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be (i) mailed postage prepaid by registered or certified mail with return receipt requested, (ii) hand delivered, (iii) sent via overnight delivery by a nationally reputable carrier, or (iv) sent by electronic mail. Notices delivered by mail shall be made, if to Grantor, to:

Town of Silver Plume
710 Main Street/PO Drawer F
Silver Plume, CO 80476
Attn.: Mayor
Phone: 303.578-9228
Email: mayor@townofsilverplume.com

with a copy to:

Town of Silver Plume
710 Main Street/PO Drawer F
Silver Plume, CO 80476
Attn.: Town Clerk
Phone: 303.578-9228
Email: clerk@townofsilverplume.com

and if to Grantee, then to:

Executive Director
Colorado Historical Foundation
P.O. Box 363
Golden, CO 80402
Email: notices@cohf.org

with a copy to:

Davis Graham & Stubbs LLP



1550 17th Street, Suite 500
Denver, CO 80202
Attn: Ryan G. Wilcox
Email: ryan.wilcox@dgslaw.com

Each party may change its address set forth herein by a written notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under this Easement may be given by the President of the Grantee or by any duly authorized representative of the Grantee.

7.2 Effectiveness. This Easement is effective upon the mutual execution hereof by the parties hereto. Grantee shall promptly cause the recordation of this Easement, pursuant to Section 2.13 hereof.

7.3 Perpetuity. This Easement is intended to be of perpetual duration, in accordance with the provisions of the Act. If, however, for any reason this Easement is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction a final decision from which no appeal is taken, then the term of this Easement shall be deemed to expire the later of the expiration of any statutory period promulgated by the State of Colorado or 21 years after the death of the last to die of the now living descendants of John Fitzgerald Kennedy, Lyndon Baines Johnson, Richard M. Nixon, Gerald R. Ford, Jimmy Carter, Ronald W. Reagan, George H. W. Bush, William Jefferson Clinton, George W. Bush, Barack Obama, Donald J. Trump, and Joseph Biden all former Presidents of the United States.

7.4 Counterparts. This Easement may be executed in counterparts, each may be compiled into a single document. Each counterpart shall constitute the agreement of the parties and once compiled shall constitute the entire agreement of the parties. Immediately after execution hereof, the compiled counterparts shall be recorded as provided above and will be returned to Grantee after recordation.

7.5 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained. This Easement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Easement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

7.6 Binding Effect. This Easement shall extend to and be binding upon Grantor, its successors and assigns, and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Easement or had an interest in the Property at the time of execution. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property by reason of a *bona fide, arms' length* transfer for full value to an unrelated third party. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" when used herein shall include all such successors and assigns and following

successors and assigns. This Easement shall survive any termination of Grantor or Grantee's existence.

7.7 No Public Right of Entry. Nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on the Property or into the Stewardship Sites or Ruins, provided that the foregoing shall not limit the public visual access to the Stewardship Sites.

7.8 Development Rights. To the extent that Grantor owns or is entitled to development rights, including, without limitation the right to any airspace (whether or not such airspace is appurtenant), which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than that to which the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of this Easement, except under the provisions of and under the circumstances defined in Section 3.1(b). Grantor hereby transfers to Grantee any such development rights over the Property.

7.9 Amendments. For purposes of furthering the preservation of the Property and Interpretive Sites and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the conservation purposes of the Easement. Such amendment shall become effective upon recording among the real property records of Clear Creek County, Colorado. Nothing in this Section 7.9 shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. In furtherance of the foregoing, Grantee shall not be required to agree to any amendment which would (1) result in a net loss of conservation value of this Easement or a loss of conservation value of the Property, and (2) create any non-incidental benefits serving the interests of the grantor or any impermissible private benefit. Any amendment to this Easement shall comport with the Standards.

7.10 Enforceability. This Easement is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term, condition, and obligation of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. The validity and enforceability of this Easement shall not be affected by a determination that the grant of this Easement does not qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code or otherwise. This Easement may be re-recorded by Grantee if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or any ancillary or supplementary agreement relating to the subject matter hereof.

7.11 Building Regulations. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any governmental, law, ordinance, or regulation relating to building materials, construction methods or use. Any approval or consent by Grantee of any plans or specifications shall not be construed as or deemed to be confirmation that such plans and



specifications are in compliance with any governmental, law, ordinance, or regulation or with any other party's interpretation of the Standards. In the event of any conflict between any such law, ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and governmental authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

7.12 Statute of Limitations. Any action to enforce any provision of this Easement shall be commenced within the limitation period set forth in C.R.S. § 38-41-101(1) as of the effective date of this Easement. In the event a court of competent jurisdiction should determine that a different statute of limitations applies, the parties agree that any such alternative statute of limitations shall be tolled for a period equal to the limitation period set forth in said C.R.S. § 38-41-101(1).

7.13 Venue; Jury Trial. Venue of any action brought pursuant to this Easement shall be in the City and County of Denver, Colorado. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS EASEMENT.

7.14 Recitals. The Recitals set forth at the beginning of this Easement are deemed incorporated herein by this reference, and the parties hereto represent they are true, accurate and correct.

7.15 Publication. The parties acknowledge and agree that Grantee shall have the right to publicize that the Property and/or Cultural Resources are subject to the Easement and publish any images or depictions of the Property and/or Cultural Resources which Grantee desires for its educational or promotional materials.

7.16 Reasonableness. Unless expressly provided otherwise in this Easement, wherever this Easement requires Grantee's consent, approval or other similar action, such consent, approval or similar action shall be in writing and shall not be unreasonably withheld. The parties hereto acknowledge and agree that any action that would be taken by a qualified historical easement holding organization with twenty (20) years of easement holding experience, would not be unreasonable, as applied to the provisions hereof.

7.17 Disclaimer of Liability; Termination. Grantor acknowledges and agrees that Grantee has provided no representation or warranty that the execution and recordation of this Easement shall entitle Grantor to any conservation easement tax credit. Grantor has conducted its own legal and financial due diligence with respect to such tax credits. Further, Grantor acknowledges that there may be adverse legal, financial, tax and other consequences if the Easement is terminated for any reason hereunder. Grantor hereby waives all claims for consequential, special, and punitive damages against Grantee, which may arise out of this Easement or the administration hereof. If this Easement is terminated or extinguished for any reason, Grantee shall not be liable to Grantor for any damages or costs related to any loss of tax credits or other benefits afforded to Grantor as a result of or related to this Easement.



IN WITNESS WHEREOF, Grantor has executed, sealed, and delivered this Deed of Conservation Easement by Leonard Berenato, Mayor of Silver Plume; and Grantee has caused these presents to be accepted.

GRANTOR:

Town of Silver Plume
a Colorado Home Rule Town

By: [Signature]
Leonard Berenato, Mayor

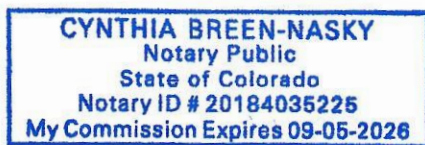
STATE OF COLORADO)
) ss.
COUNTY OF Clear Creek)

I, Cynthia Breen-Nasky, a Notary Public in and for the State of Colorado, do hereby certify that Leonard Berenato, whose name is subscribed to the foregoing instrument, personally appeared before me and acknowledged that he executed the same, as Mayor of The Town of Silver Plume, a Colorado Home Rule Town.

Given under my hand and seal this 22 day of April, 2024.

My commission expires: 9-5-26.

[SEAL]



[Signature]
Notary Public

[GRANTEE'S SIGNATURE ON FOLLOWING PAGE]

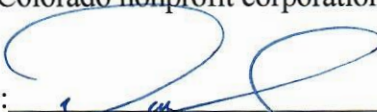


GRANTEE:

COLORADO HISTORICAL FOUNDATION,
a Colorado nonprofit corporation

ATTEST:

By: 
Yvonne Garcia Bardwell, Secretary

By: 
Dominick Sekich, President

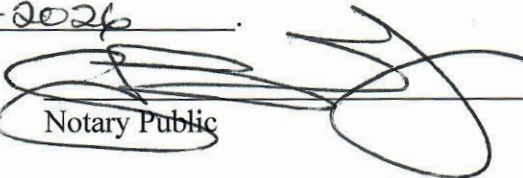
[SEAL]

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

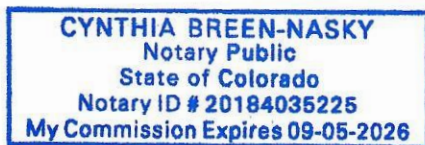
I, Cynthia Breen-Nasky, a Notary Public in and for the State of Colorado, do hereby certify that Dominick Sekich and Yvonne Garcia Bardwell, whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of the Colorado Historical Foundation, personally appeared before me and acknowledged that they executed the same.

Given under my hand and seal this 24 day of April, 2024.

My commission expires: 09-05-2026.


Notary Public

[SEAL]





Schedule of Exhibits

- Exhibit A Legal Description of Property
- Exhibit B Site Plan
- Exhibit C Permitted Encumbrances
- Exhibit D Subordination Agreements
- Exhibit E Permitted Alterations
- Exhibit F Cultural Resource Descriptions



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Jack Pine Mine List

THE ABRAHAM LINCOLN LODE MINING CLAIM, U.S. SURVEY NO. 1884A;
THE ANNA R. LODE MINING CLAIM, U.S. SURVEY NO. 2064;
THE ANTELOPE LODE MINING CLAIM, U.S. SURVEY NO. 144;
THE ARBITRATOR LODE MINING CLAIM, U.S. SURVEY NO. 2341;
THE ARGENTINE LODE MINING CLAIM, U.S. SURVEY NO. 635;
THE BACKBONE LODE MINING CLAIM; U.S. SURVEY NO. 747;
THE BENTON LODE MINING CLAIM, U.S. SURVEY NO. 189;
THE BRITISH LION LODE MINING CLAIM, U.S. SURVEY NO. 2231;
150 FT X 368 FT IN THE NORTHWEST CORNER OF THE BURLEIGH MILL SITE, U.S. SURVEY NO. 330;
THE BUSH LODE MINING CLAIM, U.S. SURVEY NO. 61;
THE CAPE HORN LODE MINING CLAIM, U.S. SURVEY NO. 168;
THE CAPT. WELLS LODE MINING CLAIM, U.S. SURVEY NO. 116;
THE CASHIER LODE MINING CLAIM, U.S. SURVEY NO. 58;
THE CASHIER LODE MINING CLAIM, U.S. SURVEY NO. 95;
THE CAVALIER LODE MINING CLAIM, U.S. SURVEY NO. 329;
THE CHAMPION LODE MINING CLAIM, U.S. SURVEY NO. 491;
THE CHELSEA BEACH LODE MINING CLAIM, U.S. SURVEY NO. 693;
THE COLUMBUS LODE MINING CLAIM, U.S. SURVEY NO. 634;
THE COMBSTODE MINING CLAIM, U.S. SURVEY NO. 60;
THE CONDOR LODE MINING CLAIM, U.S. SURVEY NO. 2092;
THE DES MOINEAUX MILL SITE, U.S. SURVEY NO. 475, except that portion described in Rule and Order recorded in Book 328 at Page 335;
THE DOUBLE STANDARD LODE MINING CLAIM, U.S. SURVEY NO. 8126;
THE DUNCAN LODE MINING CLAIM, U.S. SURVEY NO. 539;
THE DUNDERBERG LODE MINING CLAIM, U.S. SURVEY NO. 172;
THE ELEPHANT LODE MINING CLAIM, U.S. SURVEY NO. 752;
THE ELEPHANT LODE MINING CLAIM, U.S. SURVEY NO. 267;
THE ELLEN HARVEY LODE MINING CLAIM, U.S. SURVEY NO. 894;
THE EUREKA LODE MINING CLAIM, U.S. SURVEY NO. 2304;
THE EVERGREEN LODE MINING CLAIM, U.S. SURVEY NO. 964;
THE FAUNCE MILL SITE, U.S. SURVEY NO. 311B;
THE FOUNTAIN LODE MINING CLAIM, U.S. SURVEY NO. 426;
THE FROSTBERG LODE MINING CLAIM, U.S. SURVEY NO. 111;
THE FULTON LODE MINING CLAIM, U.S. SURVEY NO. 834;
THE GLASGOW LODE MINING CLAIM, U.S. SURVEY NO. 127;
THE GRAND RAPIDS LODE MINING CLAIM, U.S. SURVEY NO. 6789;
THE GRANITE PLACER MINING CLAIM, U.S. SURVEY NO. 19374,



THE GREENOCK LODE MINING CLAIM, U.S. SURVEY NO. 343;
THE GRENADIER LODE MINING CLAIM, U.S. SURVEY NO. 576;
THE GROUND HOG LODE MINING CLAIM, U.S. SURVEY NO. 148;
THE GUN BOAT LODE MINING CLAIM, U.S. SURVEY NO. 84;
THE HENTY MILL SITE, U.S. SURVEY NO. 541B;
THE HORNET LODE MINING CLAIM, U.S. SURVEY NO. 5713;
THE EAST FIVE EIGHTHS (E 5/8) OF THE I.V. ELWELL LODE MINING CLAIM, U.S. SURVEY NO. 1547;
THE INVESTIGATOR LODE MINING CLAIM, U.S. SURVEY NO. 694;
THE EAST 925 FEET OF THE J.Q.A. NADENBOUSCH LODE MINING CLAIM, U.S. SURVEY NO. 780;
THE EAST 628 FEET OF THE JAMES G. BLAINE LODE MINING CLAIM, U.S. SURVEY NO. 1322;
THE JOHN BROWN LODE MINING CLAIM, U.S. SURVEY NO. 603;
THE JOHNSON LODE MINING CLAIM, U.S. SURVEY NO. 632;
THE KNICKERBOCKER LODE MINING CLAIM, U.S. SURVEY NO. 1199;
THE LAST CHANCE LODE MINING CLAIM, U.S. SURVEY NO. 596;
THE LAUREL LODE MINING CLAIM, U.S. SURVEY NO. 1133;
THE LOUISA LODE MINING CLAIM, U.S. SURVEY NO. 959;
THE LOUISIANA LODE MINING CLAIM, U.S. SURVEY NO. 851;
THE MAINE LODE MINING CLAIM, U.S. SURVEY NO. 581;
THE MAMMOTH LODE MINING CLAIM, U.S. SURVEY NO. 107;
THE MAMMOTH LODE MINING CLAIM, U.S. SURVEY NO. 125;
THE MAMMOTH MILL SITE, U.S. SURVEY NO. 249B, except that portion described in Rule and Order recorded in Book 328 at Page 335;
THE MENDOTA LODE MINING CLAIM, U.S. SURVEY NO. 139;
THE MENDOTA LODE MINING CLAIM, U.S. SURVEY NO. 70;
THE MONNIE MILL SITE, U.S. SURVEY NO. 19610;
THE MONTEZUMA LODE MINING CLAIM, U.S. SURVEY NO. 916;
THE MONTROSE LODE MINING CLAIM, U.S. SURVEY NO. 1064;
THE MULDOON LODE MINING CLAIM, U.S. SURVEY NO. 751;
THE NORMAN LODE MINING CLAIM, U.S. SURVEY NO. 586A;
THE ONEIDA LODE MINING CLAIM, U.S. SURVEY NO. 595;
THE PAYMASTER LODE MINING CLAIM, U.S. SURVEY NO. 925;
THE PHOENIX LODE MINING CLAIM, U.S. SURVEY NO. 831;
THE PITT MILL SITE, U.S. SURVEY NO. 301;
THE PLUTO LODE MINING CLAIM, U.S. SURVEY NO. 697;
THE R.A. MINER LODE MINING CLAIM, U.S. SURVEY NO. 562;
THE RAINBOW LODE MINING CLAIM, U.S. SURVEY NO. 62, except that portion described in Rule and Order recorded in Book 328 at Page 335;
THE RED GAUNTLET LODE MINING CLAIM, U.S. SURVEY NO. 696;
THE EAST ONE-HALF OF THE ROSCOE CONKLIN LODE MINING CLAIM, U.S. SURVEY NO. 1332A;
THE SAVAGE LODE MINING CLAIM, U.S. SURVEY NO. 1136;
THE SCOTIA LODE MINING CLAIM, U.S. SURVEY NO. 146;



THE SILVER CHAIN LODE MINING CLAIM, U.S. SURVEY NO. 779;
THE SILVER CLOUD LODE MINING CLAIM, U.S. SURVEY NO. 980;
THE SILVER COINAGE LODE MINING CLAIM, U.S. SURVEY NO. 2133;
THE SILVER CORD LODE MINING CLAIM, U.S. SURVEY NO. 5838;

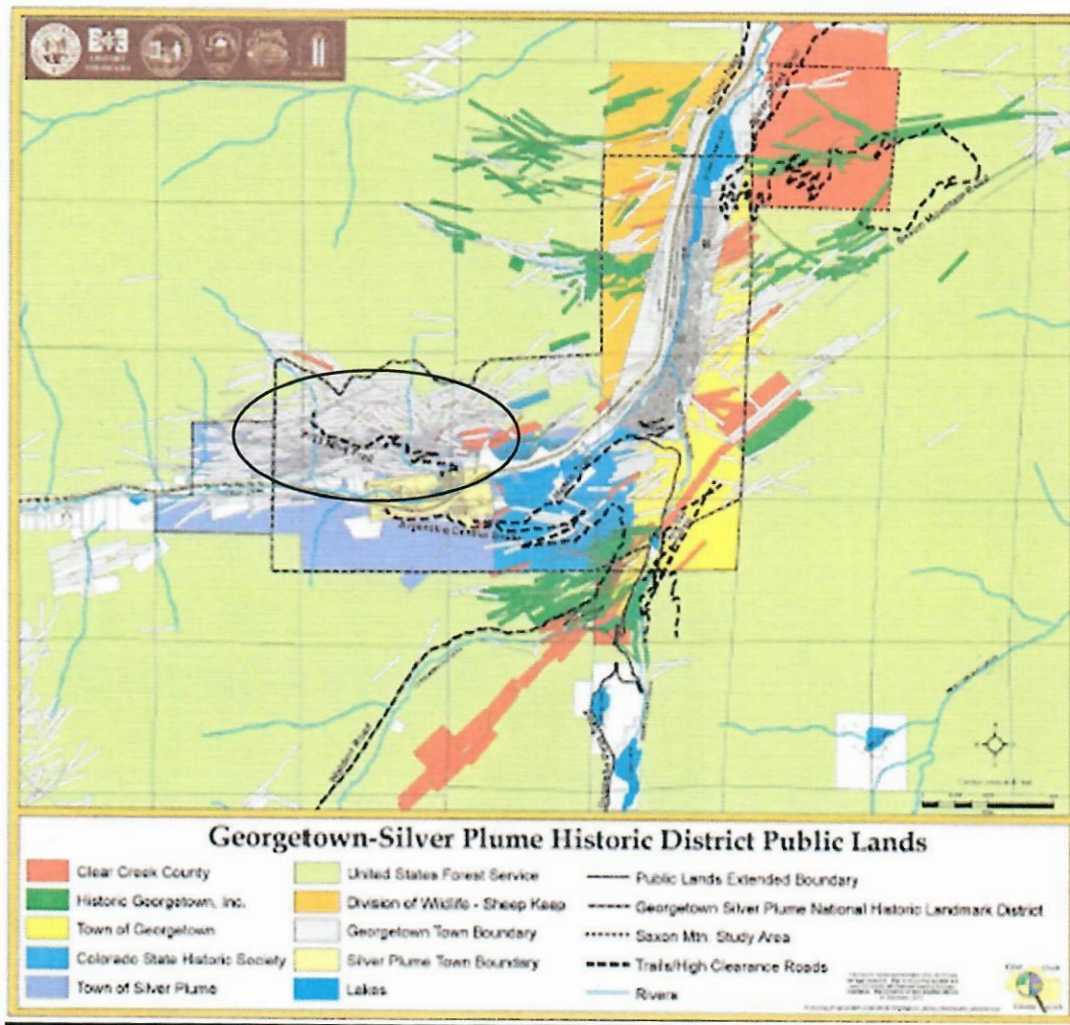


THE SILVER LINK LODE MINING CLAIM, U.S. SURVEY NO. 5706;
THE SILVER ORE LODE MINING CLAIM, U.S. SURVEY NO. 210A, except that portion described in Rule and Order recorded in Book 328 at Page 335;
THE SILVER STAR LODE MINING CLAIM, U.S. SURVEY NO. 1404;
THE SMUGGLER LODE MINING CLAIM, U.S. SURVEY NO. 7373, except that portion deeded to Highway in Book 225 at Page 295 and except that portion described in Rule and Order recorded in Book 328 at Page 335;
THE SUBTREASURY LODE MINING CLAIM, U.S. SURVEY NO. 753;
THE TERRIBLE LODE MINING CLAIM; U.S. SURVEY NO.47;
THE TERRIFIC LODE MINING CLAIM, U.S. SURVEY NO. 492;
THE THUNDERBOLT LODE MINING CLAIM, U.S. SURVEY NO. 695;
THE TISHOMINGO LODE MINING CLAIM, U.S. SURVEY NO. 1600;
THE TREASURY LODE MINING CLAIM, U.S. SURVEY NO. 495;
THE TUSCARORA LODE MINING CLAIM, U.S. SURVEY NO. 494;
THE TYCOON LODE MINING CLAIM, U.S. SURVEY NO. 493;
THE U.S. COIN LODE MINING CLAIM, U.S. SURVEY NO. 124;
THE VIRGIN LODE MINING CLAIM, U.S. SURVEY NO. 110;
THE WILLIAM H. BROWN LODE MINING CLAIM, U.S. SURVEY NO. 633;
THE WINSLOW LODE MINING CLAIM, U.S. SURVEY NO. 179A.

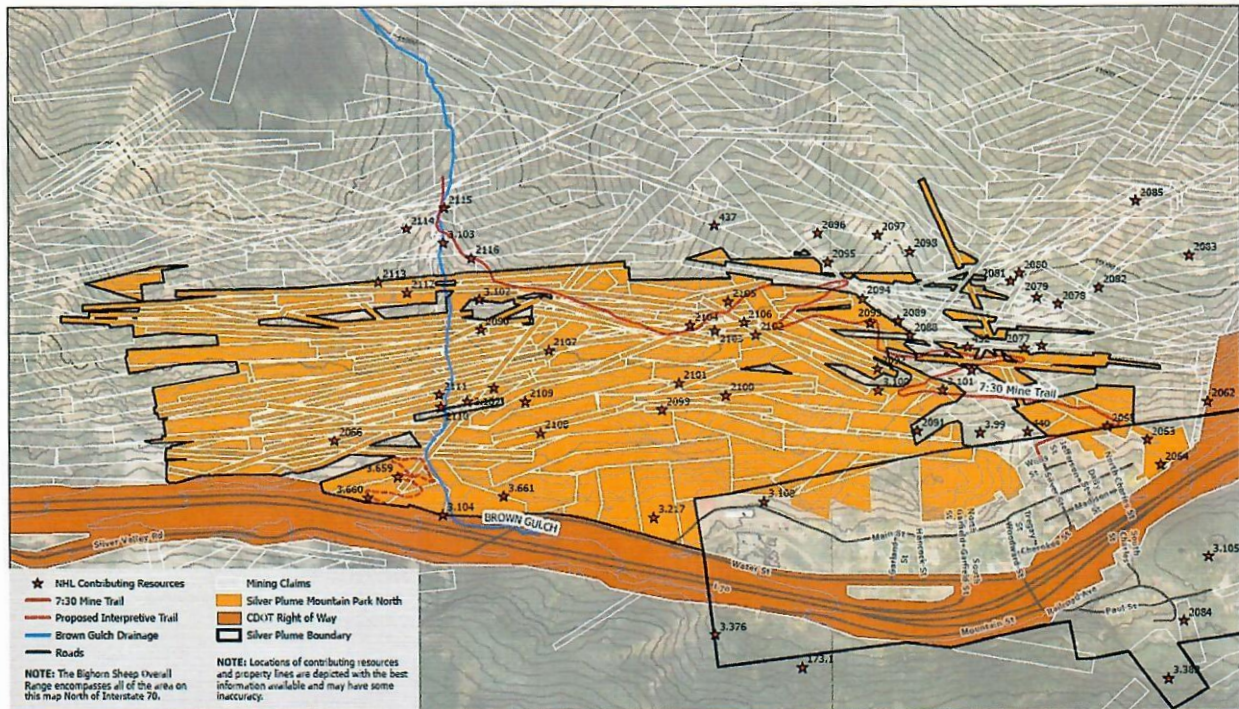
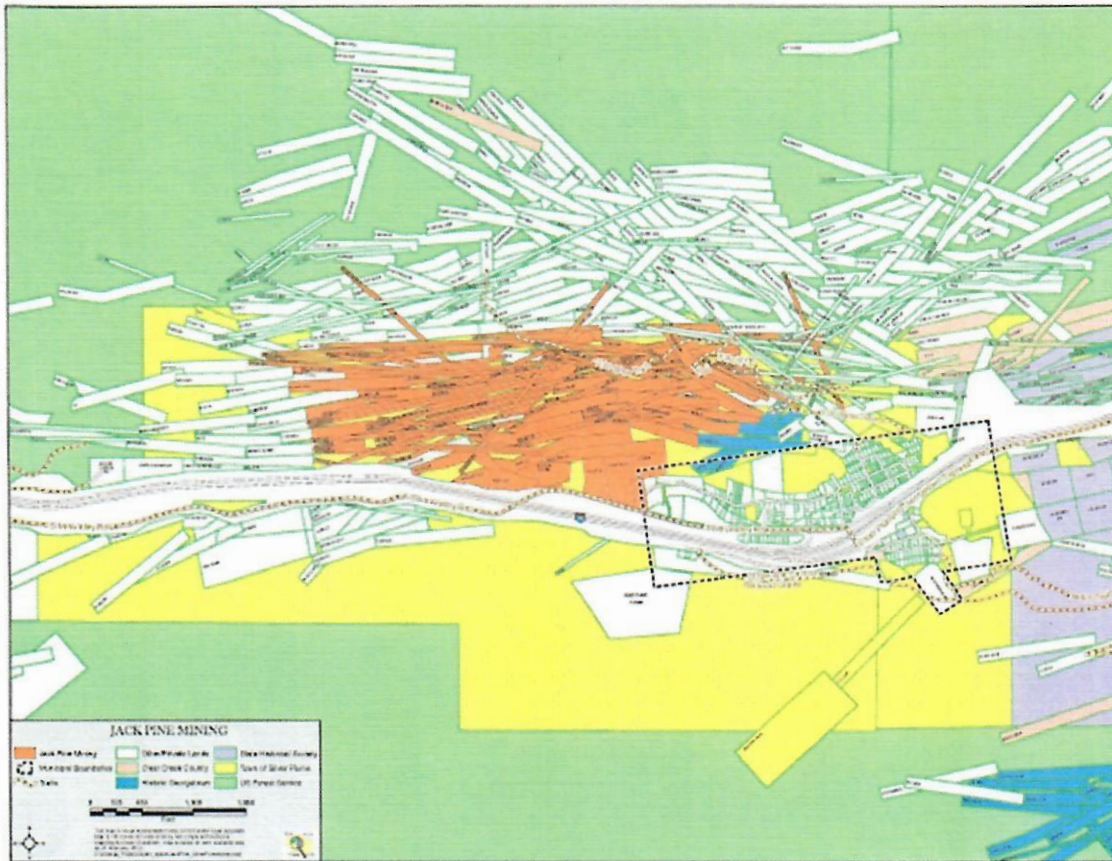


EXHIBIT B
SITE PLAN & MAPS

[See attached]



Map showing Silver Plume Mountain Park; located north of I-70 above and to the west of the Town of Silver Plume



Silver Plume Mountain Park - Cultural Resources Plan
 08/08/2023



EXHIBIT C
PERMITTED ENCUMBRANCES

NONE



EXHIBIT D
SUBORDINATION AGREEMENT

NONE



EXHIBIT E
PERMITTED ALTERATIONS

Subject to the provisions of Section 3.1(b) Grantor may construct the following permitted addition(s) and alteration(s) including:

- Trail building
- Visitor parking lot(s)
- Installation of the following:
 - signage
 - fencing
 - low water crossing/bridge at Brown Gulch
 - liability/risk signage
- Reconstruction of critical historic buildings on Smuggler site based on photo-documentation.
- Demolition of tin building at Mendota (3.217) - The Mendota Mill on the Henti Mill site dates from the 1960's and is visible in the viewshed from the valley floor. This mill, although outside of the period of significance for the District, creates a 100-year bookend for the mining history at SPMPN. Whereas removal is allowed, it is recommended that careful consideration be used prior to a recommendation to remove it.

It is the intent of the Grantor and Grantee that these alterations and installations shall be performed in a manner that conserves and preserves the historical, architectural, cultural and aesthetic value and significance of the Cultural Resources and the Property as set forth in the recitals of this Easement and under recommendation of the Silver Plume Mountain Park Plan (THK Assoc., Inc, October 17, 2023) as contained in the Present Conditions Report. Subject to Section 3.1(b), Grantor shall not proceed with any such alterations or installations until Grantor has submitted detailed plans and specifications to Grantee, and Grantee has given its written consent to such in accordance with Sections 3.1(b) and 7.1 of this Easement.

Nothing in this Exhibit E shall be construed to require Grantor to implement any of the alterations, construction, installations or other projects described herein.



EXHIBIT F
SITE DESCRIPTION

CULTURAL RESOURCES STATUS

	Cultural Resource # (West to East)	Name/Description	Site Type (Interpretive, Stewardship, Ruins)
1	2113	Montreal Shaft	Ruins
2	2112	Montreal Mine	Ruins
3	2090	Mammoth Mine	Ruins
4	2111	Brown Mine - Lower Tunnel	Stewardship
5	2110	East Terrible Mine	Stewardship
6	3.107	Dunderberg Mine	Stewardship
7	3.104	Brownville Townsite	Interpretive
8	2107	East Dunderberg Tunnel	Ruins
9	2108	Peterson Shaft	Ruins
10	3.217	Mendota Mine	Interpretive
11	2099	Tishamingo Mine	Ruins
12	2101	Frostberg Tunnel	Ruins
13	2100	Bush Shaft	Ruins
14	2102	Maine Shaft	Stewardship
15	2103	Maine Mine (Mid-level)	Stewardship
16	2104	Main Mine (Upper-level)	Stewardship
17	2105	Backbone Tunnel	Stewardship
18	2106	Backbone Prospect Complex	Stewardship
19	2092	Pelican Mine, Maine Tunnel	Ruins
20	2065	Worker's Housing Complex	Ruins
21	2064	House Foundation	Ruins
22	2066	Silver Ore Tunnel	Ruins
23	3.659	Smuggler Mine	Interpretive
24*	3.660	Union Tunnel Entrance	Interpretive
25	3.661	Granite Quarry	Interpretive

* Union Tunnel Entrance exists within the CDOT ROW