

**DECLARATION OF ACCESS EASEMENT - I
(IMC Access to Private Bridge and Access Driveway)**

THIS DECLARATION OF ACCESS EASEMENT - I ("Declaration") is made as of this 4th day of July, 2005 ("**Effective Date**") by Idarado Legacy, LLC, a Colorado limited liability company ("**Declarant**"). Idarado Mining Company, a Delaware corporation has joined in this Declaration acknowledging its consent to the terms, conditions, provisions, rights, duties and obligations as stated herein and its agreement to be bound thereby.

RECITALS

A. Declarant is the owner of certain real property ("**Property**") located in San Miguel County, Colorado, situate in the area located generally east and south of the Idarado Legacy Subdivision.

B. Declarant is the developer of certain Lots, Parcels, Outlots and Tracts located in San Miguel County, Colorado ("**Idarado Lots, Parcels, Outlots and Tracts**") that were: (1) established by the Declaration of Covenants, Conditions and Restrictions for Idarado Legacy Subdivision recorded on June 17, 2004 at Reception No. 367146 in the Office of the Clerk and Recorder of San Miguel County, Colorado ("**Official Records**"), and the First Amendment to the Declaration recorded on September 17, 2004 in Reception No. 369142, the Second Amendment to the Declaration recorded on November 1, 2004 in Reception No. 370144; the Third Amendment to the Declaration recorded on November 1, 2004 in Reception No. 370145; the Fourth Amendment to the Declaration recorded on January 27, 2005 in Reception No. 372009; and the Fifth Amendment to the Declaration recorded on August 18, 2005 in Reception No. 377044, as may be further amended from time to time (collectively "**Community Declaration**"); and (2) depicted on the Final Record Plat of Idarado Legacy Subdivision recorded February 10, 2004 in Plat Book 1 at Page 3238, Reception No. 364049 in the Office of the Clerk and Recorder of San Miguel County, Colorado, as amended by the First Amendment to the Final Plat recorded on November 1, 2004 in Plat Book 1 at Page 3368, Reception No. 370139 and as amended by the Second Amendment to the Final Plat recorded on August 18, 2005 in Plat Book 1 at Page 3508, Reception No. 377041 ("**Second Plat Amendment**"), as such plats may be further amended from time to time (collectively, the plats are referred to as the "**Community Plat**").

C. The Idarado Lots, Parcels, Outlots and Tracts were annexed into the Idarado Legacy Subdivision ("**Common Interest Community**"). The Idarado Lots are intended to be owned by various owners ("**Lot Owners**") as provided for in the Agreement. The Idarado Parcels, Outlots and Tracts initially will be owned by the Declarant and, thereafter, its designees.

D. The Association was duly formed in furtherance of the purposes stated in the Community Declaration, evidenced by the filing of its Articles of Incorporation and Bylaws. Certain real property and improvements within the Common Interest Community is anticipated to be owned by the Association ("**Association Property**").

E. Declarant desires to establish and create an easement ("**Use Easement**"), as further described and provided for herein, to allow Idarado Mining Company, a Delaware corporation ("**IMC**") to construct and use a private driveway ("**Improvements**").

F. This Declaration is the Declaration of Access Easement - I (IMC Access to Private Bridge and Access Driveway) referred to in the Second Plat Amendment.

COVENANTS/AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the following easements and covenants which are for the purpose of protecting the value and desirability of and which shall run with title to the Property subjected to this Declaration.

1. **Use Easement.**

1.1. **Creation, Reservation and Grant of Use Easement.**

1.1.1. Declarant, as the current, fee simple owner of the Property, does hereby establish and create a certain perpetual, non-exclusive easement, the Use Easement, over and across the Use Easement Area, as the same is depicted on attached **Exhibit "A"** and is described on attached **Exhibit "B"** ("Use Easement Area").

1.1.2. Subject to the terms and conditions stated herein, Declarant does hereby: (A) reserve the beneficial rights to use and enjoy the Use Easement for itself and for Declarant's successors, transferees, designees and assigns the Use Easement; and (B) does further grant and convey the beneficial rights to use and enjoy the Use Easement to IMC.

1.1.3. The Use Easement Area is intended by Declarant to be depicted on the Second Plat Amendment, but such depiction is not required for the proper vesting of the Use Easement.

1.2. **Allowed Uses of Use Easement.** The Use Easement and the Use Easement Area may be used by an Authorized User only for each of the following purposes ("**Allowed Uses**"):

1.2.1. To design, install and construct the Improvement and related facilities.

1.2.2. To use and operate the Improvement.

1.2.3. To upgrade the Improvement to meet changing needs.

1.2.4. To repair, replace and/or maintain the Improvement.

1.2.5. To enable reasonable vehicular access to allow an Authorized User to undertake the Allowed Uses.

1.3. **Reservation of Rights.** Declarant expressly reserves unto itself and its successors, transferees, designees and assigns, the right to: (A) use and enjoy the land covered by the Use Easement Area for all lawful purposes, including, the use, operation, maintenance and repair of the Interpretive Trail and the construction of any related improvements; and (B) grant other and additional easements or rights-of-way upon or across the Use Easement Area to other persons or entities.

1.4. **Construction and Maintenance of the Improvement.** IMC shall construct the Improvement and upon completion of the Improvement, IMC shall undertake all necessary maintenance and repair of the Improvement.

1.5. **Ownership of the Improvement.** All facilities associated with a particular Improvement installed within the Use Easement Area shall be the property of IMC. The foregoing shall not be construed as a grant of ownership to any portion of the Property.

1.6. **Prior Encumbrances.** This Use Easement is granted subject to all prior encumbrances and other matters of record, burdening and affecting the Property in San Miguel County, Colorado.

2. **Miscellaneous.**

2.1. **Heirs, Successors and Assigns.** The easements, duties, benefits and rights granted and agreed to herein, and the burdens and obligations imposed and agreed to herein, shall be binding upon and shall inure to the benefit of and shall be a burden upon the heirs, designees, guests, contractors, successors and assigns of the Declarant and IMC.

2.2. **Run With The Land.** The easements granted herein shall run with and be for the benefit of IMC and shall run with and be a burden upon those portions of the Property burdened by the Use Easement.

2.3. **Modification.** This Declaration may be amended only by the unanimous written consent of the Declarant and IMC and without any requirement to amend the Plat, or the First Plat Amendment or the Second Plat Amendment.

2.4. **Recordation.** This Agreement is intended to be recorded by the Declarant in the Official Records.

2.5. **No Further Rights; No Third Party Rights.** Except as expressly set forth herein, nothing contained herein shall be construed as creating any rights in any third persons or parties. Nothing contained herein shall be interpreted or construed to create a public dedication of the easements. It is understood and agreed that this Agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of portion of the Property.

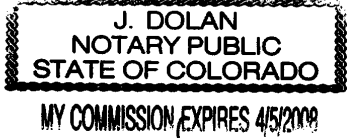
2.6. **Enforcement and Remedies.** This Declaration and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. Venue is restricted to San Miguel County, Colorado. A Party may pursue any and all available rights and remedies in enforcing their rights hereunder. A Party has a right to specific performance to ensure performance of another Parties obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their costs and fees, including reasonable attorney fees. Except as may be expressly otherwise stated or provided, with respect to all required acts of the Parties, time is of the essence.

THE UNDERSIGNED HEREBY CONSENTS TO AND AGREES TO BE BOUND BY EACH OF THE TERMS, CONDITIONS AND PROVISIONS STATED HEREIN.

Idarado Mining Company,
a Delaware corporation

By: *William S. Lyle*
William S. Lyle, Vice President

Date: 7/14/05



STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 14th day of July, 2005 by William S. Lyle, as the Vice President of Idarado Mining Company.

Witness my hand and official seal.
J. Dolan
Notary Public

My commission expires: 4/5/08.

EXHIBIT "A"
(DEPICTION OF EASEMENT AREA)

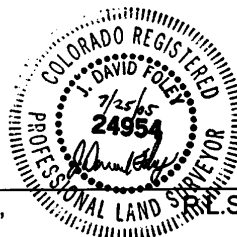
EXHIBIT "B"
(DESCRIPTION OF EASEMENT AREA)

**FOLEY ASSOCIATES, INC.
CIVIL ENGINEERING AND LAND SURVEYING
P. O. BOX 1385
TELLURIDE, CO 81435
970-728-6153**

PROPERTY DESCRIPTION

A part of the East Colorado Tract and the Interpretive Trail Tract of the Second Amendment to the Final Idarado Subdivision Exemption Plat and Plan for Cluster Development Lots recorded in the office of the San Miguel County Clerk and Recorder in Plat Book 1 at page _____, further described as follows:

BEGINNING at a point on the south line of said the Interpretive Trail Tract, from which the Southwest corner of Lot L1 of said Second Amendment to the Final Idarado Subdivision Exemption Plat and Plan for Cluster Development Lots bears N47°16'02"E, for a distance of 123.82 feet;
Thence N71°15'22"W, a distance of 21.72 feet to an angle point on the south line of said Interpretive Trail Tract;
Thence S75°12'54"W, a distance of 23.34 feet along the south line of said Interpretive Trail Tract to a point of non-tangent curvature;
Thence northerly, along the arc of a 29.00 foot radius curve to the left, through a central angle of 29°27'22", an arc length of 14.91 feet, the chord of which bears N07°32'38"E, a chord distance of 14.75 feet;
Thence N07°11'02"E, a distance of 9.87 feet;
Thence N82°48'58"E, a distance of 42.00 feet;
Thence S07°11'02"E, a distance of 9.87 feet to a point of curvature;
Thence southerly, along the arc of a 71.00 foot radius curve to the right, through a central angle of 16°55'37", an arc length of 20.98 feet, the chord of which bears S01°16'46"W, a chord distance of 20.90 feet to the POINT OF BEGINNING, County of San Miguel, State of Colorado.



J. David Foley, P.L.S. #24954