

**PUBLIC EASEMENTS AGREEMENT
(Valley Lands Trails and Parking Area)**

THIS PUBLIC EASEMENTS AGREEMENT ("Agreement") is made this 18th day of June, 2002, by and between **IDARADO MINING COMPANY**, a Delaware corporation ("**Idarado**") and **IDARADO LEGACY, LLC**, a Colorado limited liability company ("**Legacy**") (Idarado and Legacy are collectively referred to as the "**Grantor**") and **SAN MIGUEL COUNTY, COLORADO** ("**Grantee**" or "**County**"), acting by and through **THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO** ("**BOCC**"). Grantor, Grantee and the BOCC are sometimes collectively referred to as the "**Parties**" and sometimes individually referred to as a "**Party**".

I. RECITALS

1. Grantor is the fee simple owner of certain real property located in San Miguel County, Colorado (the "**Property**").
2. Grantor has agreed to grant to Grantee certain easements ("**Easements**") over portions of the Property at such locations and for such uses as stated in this Agreement.
3. The Easements granted and conveyed by this Agreement are intended to satisfy the requirements of the BOCC in granting its approval allowing the vacation of certain County road rights-of-way and the quit-claim conveyance of certain interests of the County, if any, in and to a railroad right-of-way, both of which are located on portions of the Property.
4. Grantor desires by this instrument (a) to establish and to grant to Grantee the Easements, and (b) to establish certain restrictions with respect to the Easements.
5. Grantee desires by this instrument (a) to accept said Easements subject to the restrictions set forth herein, and (b) to assume certain responsibilities in connection therewith.
6. The Parties, in entering into this Agreement and granting and accepting this Easements, desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to the public recreational use statute, C.R.S. Section 33-41-101, *et seq.*, the Colorado landowner liability statute, C.R.S. Section 13-21-115 (1.5), and the Colorado Governmental Immunity Act, C.R.S. Section 24-10-114 (collectively, the "**Colorado Landowner Protection Statutes**").

II. AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

A. *Grant and Acceptance Easements.*

1. **Trail Easement.** Grantor hereby grants to Grantee, its citizens, residents, visitors, licensees and invitees, by quitclaim only and without warranties of title, a perpetual (except as such easement may be relocated or terminated hereunder), non-exclusive easement

over a portion of its property (which has been commonly referred to as "**Pandora**") along a portion of an existing road bed between twelve to fourteen feet in width traversing Pandora which is more particularly described on attached **Exhibit "A"** and depicted on attached **Exhibit "B"** ("**Trail Easement Area**"). Grantor agrees that the western and eastern entryway to the Trail Easement Area shall be not less than ten feet wide of usable terrain, although devices may be used to restrict motorized vehicular access. This grant of easement is made for the purposes of allowing only hiking, biking, mountain biking, snow shoeing, cross country skiing, horseback riding, or other non-motorized travel by the public ("**Trail Easement Allowed Uses**") over and upon the Easements Area and no other portions of the Property, unless access is otherwise granted by separate agreement or grant, subject to the terms, conditions and limitations set forth herein ("**Trail Easements**"). Grantee hereby accepts the Trail Easement in an "as is" condition, subject to the restrictions herein contained, and subject to all patent or latent defects, conditions, circumstances or problems of any kind or nature.

2. **Parking Easement.** Grantor hereby grants to Grantee, its citizens, residents, visitors, licensees and invitees, by quitclaim only and without warranties of title, a perpetual (except as such easement may be relocated or terminated hereunder), non-exclusive easement over a portion of its property upon which an existing unpaved parking area has been constructed adjacent to County Road K-69 and which is more particularly described on attached **Exhibit "C"** ("**Parking Easement Area**"). This grant of easement is made for the purposes of allowing vehicular access and vehicular parking and the installation of a public rest room by Grantee ("**Parking Easement Allowed Uses**") over and upon the Parking Easement Area and no other portions of the Property, unless access is otherwise granted by separate agreement or grant, subject to the terms, conditions and limitations set forth herein ("**Parking Easement**"). No overnight camping shall be allowed on the Parking Easement and reasonable restrictions concerning the use of the Parking Easement, including the imposition of restrictions concerning the duration of the period of time for which a vehicle may be parked may be imposed by Grantor, with consultation with the Grantee. Grantor shall further have the right to reasonably restrict access to the Parking Area Easement based upon seasonal conditions (eg. avalanche control and avalanche dangers and the like) or construction activities by Grantor on adjacent lands. Grantee hereby accepts the Parking Easement in an "as is" condition, subject to the restrictions herein contained, and subject to all patent or latent defects, conditions, circumstances or problems of any kind or nature.

3. The Trail Easement and the Parking Easement are sometimes collectively referred to as the "**Easements**". The Trail Easement Area and the Parking Easement Area are sometimes collectively referred to as the "**Easement Areas**". The Trail Easement Allowed Uses and the Parking Easement Allowed Uses are sometimes collectively referred to as the "**Allowed Uses**".

B. **Limitations on Grant of Easement by Grantor.** In granting the Easements, Grantor expressly represents that Grantor does not:

1. Extend any assurance that the Easement Areas are safe for any purpose;
2. Confer upon any person using the Easements the legal status of an invitee or licensee to whom a duty of care is owed by Grantor; or
3. Assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person.

C. **Conditions Precedent.**

1. The Easements granted herein shall vest in Grantee only upon the occurrence of the Adoption of Resolutions by the BOCC, approving Grantor's applications for the vacation of certain road rights-of-way and the conveyance of the rights and interests of the County in certain historic railroad rights-of-way that Grantor, by execution of this Agreement, hereby finds and determines to be acceptable in form and content.
2. Grantee shall obtain and maintain insurance and name Grantor and its identified agents as an additional insured on its general liability insurance policy, which shall cover those claims and liabilities arising in connection with any and all use of the Easements by Grantee, its citizens, residents, visitors, licensees and invitees and any other person. The limits of such insurance coverage must meet or exceed liability limits allowed from time to time under the Colorado Governmental Immunities Act ("**Insurance Coverage**"). Annually and sooner upon reasonable demand, Grantee shall cause to be obtained and forwarded to Grantor a certificate of insurance showing Grantor named as an additional insured thereunder. The insurance certificate must provide that Grantor shall receive notice of cancellation of Grantee's policy at least 30 days prior to its termination. Without limiting Grantee's obligation to obtain and maintain the Insurance Coverage, Grantor may, but need not, obtain its own insurance coverage.
3. Unless and until the aforementioned preconditions have occurred, neither Grantee, nor its citizens, residents, visitors, licensees or invitees shall have any right of access over the Easement Areas pursuant to this Agreement.

D. **Conditions Subsequent.** Upon vesting of the Easements:

1. Grantee or its designee agrees to be responsible for inspecting, repairing and maintaining the Easement Areas, such that the Easement Areas do not constitute a "dangerous condition" as that term is defined at C.R.S. Section 24-10-103(1), and generally managing, supervising, directing, allowing, and administering the use, operation, protection, repair, and maintenance of the Easement Areas ("**Grantee Obligations**"). In connection with such maintenance responsibility, Grantee hereby assumes complete responsibility for and agrees to care for and maintain the Easement Areas, such that they do not constitute a "dangerous condition" as that term is defined at C.R.S. Section 24-10-103(1), at its sole cost and expense and to the extent that such roads and trails have been historically maintained, unless the need therefor is caused by Grantor, in which case Grantor shall perform the maintenance or care so required. Grantee may designate or contract with a responsible third party to carry out these care and maintenance requirements, which designation or contract will not change or alter any of these requirements or relieve Grantee of any of its responsibilities under this Agreement.
2. Grantee shall maintain the Insurance Coverage. By granting the Easements, Grantor shall have no obligation to insure or indemnify Grantee for any injury, claim or damage to any person or property, whether alleged to have occurred while using the Easement Areas for the Allowed Uses or otherwise. Nothing herein is intended to waive any limits on liability afforded to the Parties under

the Colorado Landowner Protection Statutes. The Parties expressly acknowledge that the Easements is granted for a "recreational purpose" under C.R.S. Section 33-41-101, *et. seq.*, and that Grantor is entitled to the benefits, protections and limitations on liability afforded by Colorado law governing recreational easements, including without limitation said Section 33-41-101, *et. seq.* By granting the Easements, Grantor shall have no obligation to repair, clear or otherwise maintain the Easement Area, or to insure or indemnify Grantee or the public for any injury, claim or damage to any person or property, whether alleged to have occurred as a result of use of the Easements for public non-motorized travel or otherwise, or due to the condition of the road or trail, unless the need therefore is caused by Grantor, in which case Grantor shall perform the maintenance or care so required. By accepting the Easements granted herein, Grantee hereby agrees to defend and hold harmless Grantor and its successors and assigns in the record ownership of the Property traversed by the Easements, or any part thereof, to the full extent allowed under Colorado law, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature (including those involving death, personal injury or property damage and including reasonable attorney's fees) arising from or incurred in any way in connection with the use of the Easements by anyone, including members of the general public, excepting any such claims or losses which may arise directly from the willful, intentional, reckless, and grossly negligent acts of Grantor, its agents or employees, or other claims as described in C.R.S. Section 33-41-104(1). Grantee may satisfy this obligation by maintaining comprehensive public entity liability insurance coverage to which the Grantor is named as an additional insured.

3. Unless the Easements are otherwise terminated as provided for hereunder, Grantor reserves the right to relocate some or all of the Easement Areas and/or any improvements within the Easement Areas in the event that Grantor, in its sole and exclusive discretion, determines that the presence of the Easements and associated improvements interfere or could interfere with its use, development and/or remediation of the Property. Grantor shall pay for the cost of relocating any improvements that have been installed by Grantee pursuant to this Agreement. Grantor shall identify an alternative location for the affected Easement Area in a reasonably similar location. Grantor shall send notice to Grantee advising of Grantor's determination that it will relocate some or all of the Easements. Any relocated trail easement shall be for a width of not less than ten feet. In such event, Grantor shall be authorized to record a modification/supplement to this Agreement which Grantee shall promptly execute and deliver to evidence such relocation, which consent and delivery shall not be unreasonably withheld, delayed or otherwise conditioned. Nothing herein shall limit or preclude the ability of Grantor to develop the Property, provided Grantor has reasonably identified an alternative alignment for the Easements.

E. *Use Restrictions.*

1. The Easements may be used by Grantee, its citizens, residents, visitors, licensees and invited guests (as defined at C.R.S. Section 33-41-103(2)(e)(I)).

2. The Easements shall only be used for the Allowed Uses. No other uses, express or implied, are authorized by this Agreement. Without limiting their generality, the following uses are strictly prohibited:
- a. With respect to the Trail Easement, motorized vehicles, except motorized vehicles used by Grantor and its designees or otherwise authorized herein, are specifically precluded from any use within the Trail Easement Area. Grantee is authorized to have only such motorized access as is necessary for access by maintenance, utility or emergency vehicles in connection with the inspecting, policing, maintenance and/or repair of the roads or trails located upon the Trail Easement Area, as provided for herein, or in connection with projects for the assessment, restoration, and/or stabilization of historic structures which have been approved by Grantor. Such authorized motorized vehicles shall have the right of way between all other users of the Trail Easement, and hikers and bikers must yield to motorized vehicles and in no way impede access and use of the Trail Easement Area by motorized vehicles.
 - b. With respect to the Parking Easement Area, access by motorized vehicles is allowed, subject to other restrictions contained herein, provided that no such motorized vehicular use shall in no way impede Grantor from using the Parking Easement Area for its necessary activities on its property and over and upon the Parking Area Easement. Motorized vehicles shall have the right of way between all other users of the Parking Easement, and hikers and bikers must yield to motorized vehicles and in no way impede access and use of the Parking Easement Area by motorized vehicles.
 - c. All uses, other than the Allowed Uses of the roads and trails upon the Easement Areas, by the general public of the Property, without the prior written consent of Grantor.
 - d. Littering, defacing the Property, interfering with any and all of Grantor's activities upon the Property, impeding access to the Property, removing any survey staking, collecting and removing water, firewood, rocks and artifacts, if any.
 - e. Hunting from or upon the Easements.
 - f. Grantee's obligations regarding enforcement of these use restrictions shall be limited to: (i) Grantee shall post signage at locations designated on a signage plan to be agreed upon by Grantor and Grantee advising the public of the "Use Restrictions" set forth herein, such signage to be erected within one (1) year of this Agreement becoming effective; (ii) Grantee shall promptly respond to and investigate reported violations of the use restrictions, and Grantee shall promptly refer any reported criminal violations of Colorado law to the San Miguel County Sheriff's Department for investigation; (iii) Grantee's designated agents shall patrol the trail and roads located within the Easements at least annually, for the purpose of enforcing compliance with the use restrictions, which shall include removal of litter within the Easements, and any areas adjacent to the Easements where litter is found; (iv) upon the written

request of Grantor made not later than October first of a given year, if Grantor has identified violations of the use restrictions and notified Grantee of the same, Grantee shall then provide Grantor with a written monthly report describing its activities associated with enforcement of the use restrictions, such report to be provided no later than March 31 of the following year. Grantor, at its own expense, shall post appropriate "No Trespassing" signage for any improvements and/or structures located on its property, for which public access is prohibited. Grantee shall cooperate with and assist Grantor in the monitoring and enforcement of all trespass restrictions.

- g. Within the Easement Areas, there shall be no camping, no fires, campfires, no burning materials or products of any kind, including, without limitation, cigarettes, cigars or similar products, no fireworks or explosives.
3. Unless approved by Grantor, the surface of the roads and trails located within the Trails Easement Areas shall at all times consist of the current roadway surface for the Trails Easement. Except for minor grading and the removal of small vegetation and rocks as needed, the natural topography and vegetation of the Trails Easement Areas shall never be altered or disturbed in any way. Nothing herein shall obligate Grantor to construct, improve or maintain any roads or trails. Grantee may clear and repair damage to trails resulting from natural events such as: avalanches, mud and rockslides and water damage, and may, to the extent reasonably necessary, reroute such damaged trails segments to a mutually acceptable location until such damage has been repaired.
4. Grantees' use shall be nonexclusive, and as such shall not interfere with Grantor's or its designee's concurrent use of the Property for all lawful purposes for which Grantor may use the Property. Without limiting the generality of the foregoing, Grantor hereby reserves unto itself, its designees, successors and assigns, the continued right of access to and from the Property, by any means legally available to Grantor, over and across the Easement Areas. In connection therewith (but not as a limitation on the general nature of such reserved right of access), Grantor, its agents and contractors, and the State of Colorado, shall have unrestricted access to the Property over the Easement Areas so as to ensure the continued, unimpeded operation and maintenance of all components of and all structures and improvements resulting from or related to all remedial, mitigative, corrective, and other actions, schedules, plans, terms, and conditions prescribed by or described in the Consent Decree and RAP (as defined below). Grantee and any users of the Easement Areas shall take no action upon or with respect to the Easement Areas that would, in any way, interfere with Grantor's or its successors' or assigns' continuing ability to perform in compliance with and to meet Grantor's obligations under the Consent Decree and RAP. For purposed hereof, the "Consent Decree" shall mean the Consent Decree, Order, Judgment and Reference to Special Master entered in *Colorado v. Idarado Mining Co.*, Case No. 83-C-2385 (D.Colo. July 6, 1992), and any amendments or modification thereto, and the "RAP" shall mean the Remedial Action Plan, and any amendments or modification thereto, which is an exhibit to and a part of the Consent Decree.

5. Neither Grantor nor Grantee shall impose any fees or charges upon any member of the public entering upon and making use of the Easement Areas for the Allowed Uses. It is the intention of the Parties that Grantor shall derive full benefit of the protections afforded a landowner allowing public recreational access under the Colorado Landowner Protection Statutes.
6. Should Grantee elect to construct or erect any improvements contemplated and authorized hereunder as an Allowed Use, including a temporary rest room on or about the Parking Easement, Grantee shall construct and maintain such facilities or improvements to such other standards as the Parties may mutually agree, limited to the locations approved by Grantor and using construction methods reviewed by Grantor in order to address reasonable standards for protection of the environment and adjacent lands. Construction, repair and maintenance shall be undertaken at the sole cost and expense of Grantee. Grantee shall comply with any and all applicable laws, regulations and codes prior to and during construction. Except as specifically set forth in this paragraph, nothing herein shall be construed or deemed to grant any other easement across the Property to the public or otherwise grant any right of access to the public on, over, across or to the Property. Except as specifically set forth in this paragraph, nothing herein shall entitle Grantee, including its designees, successors or assigns, to construct or create or designate any new trails or proposed trails.

F. *Suspension and Termination Rights of Grantor.*

1. Grantor reserves the right to suspend the Easements and use of any or all of the easements within the Easement Areas granted by this Agreement upon any of the following events or occurrences:
 - a. Grantee shall have breached any covenants contained herein;
 - b. Grantee shall have failed to substantially and promptly perform any of the Grantee Obligations;
 - c. The Easement Areas shall be repeatedly used for other than the Allowed Uses;
 - d. Other adjacent portions of Grantor's property beyond the Easement Areas becomes the subject of repeated and unreasonable trespasses by members of the public and unreasonable interference with Grantor's (including their successors, transferees and assign) use and enjoyment of their property; or
 - e. Grantor fails to obtain or maintain the Insurance Coverage.
2. Prior to denial of the use of the Easement Areas by Grantor, if the suspension is due to one of the causes set forth in (a) through (d) above, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or the specific instances of trespassing or interference. Thereupon, Grantee shall have thirty (30) days from the date of the notice to in good faith comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease; provided, however, that Grantee's obligations to cure any such violation(s) of the use

restrictions set forth herein shall not exceed or conflict with its obligations under Section II. E. 2. above. If Grantee fails to either cure the violation or provide such assurances within that timeframe, then Grantor may suspend the Easements and the use of the Easement Areas granted hereunder until such violation is cured or such assurances are provided to its reasonable satisfaction. If Grantee fails to obtain or maintain the Insurance Coverage, then the Easements and any rights to use the Easement Areas hereunder shall be immediately and automatically suspended until such time as the Insurance Coverage is in force and proof thereof has been furnished to Grantor. In addition, in the event the Colorado Landowner Protection Statutes, in effect as of the date hereof, are amended or repealed in whole or part, which amendment or repeal, in the reasonable judgment of Grantor, reduces or terminates the liability protections afforded Grantor, then unless and until Grantee is able to obtain additional liability insurance coverage which to Grantor's reasonable satisfaction fully protects Grantor against the additional exposure, Grantor may, upon written notice to Grantee, immediately suspend the Easements and prevent further use of any or all of the Easement Areas until and unless Grantee obtains such additional liability insurance coverage, reasonably acceptable to Grantor.

G. *Miscellaneous.*

1. The Easements may not be transferred or assigned by Grantee without the prior written consent of the Grantor, which consent may not be unreasonably withheld.
2. All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States mail, sufficient postage prepaid, certified and return receipt requested, addressed as follows:

If to Grantor:

Idarado Mining Company
1700 Lincoln Street, 28th Floor
Denver, CO 80203
Attn: David A. Baker, President
Facsimile: (303) 837-6130

With a copy to:

Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Elizabeth Sharrer
Facsimile: (303) 295-8261

If to Grantee or the BOCC:

San Miguel County Board of County Commissioners
333 W. Colorado Ave.
P.O. Box 1170
Telluride, CO 81435

Facsimile: (970) 728-3718

With a copy to:

Office of the County Attorney
333 W. Colorado Ave.
P.O. Box 791
Telluride, CO 81435
Facsimile: (970) 728-3718

A Party shall notify the other party if their address changes from time to time.

3. Each party agrees to be bound by all covenants, terms, conditions, restrictions and limitations expressed herein.
4. The Easements granted herein and all provisions of this Agreement shall run with the land and shall be applicable to, binding upon and inure to the benefit of the Parties, their respective transferees, representatives, successors and assigns.
5. This Agreement contains the entire understanding of the Parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
6. This Agreement may not be modified or amended except in writing signed by all the Parties hereto. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue is limited to the District or County Court for San Miguel County, Colorado. In the event of litigation arising from a dispute under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees.
7. Time is of the essence in the performance of the obligations and requirements provided for herein.

GRANTEE:

SAN MIGUEL COUNTY, COLORADO, ACTING BY AND THROUGH
THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO

By: 
Art Goodtimes, Chair

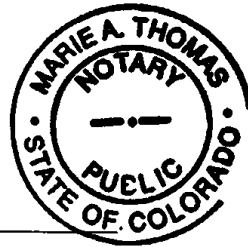
Date: June 18, 2002

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

ACKNOWLEDGED before me this 18th day of June, 2002, by Art Goodtimes,
who acknowledged himself to be the Chair of the Board of County Commissioners of San
Miguel County, Colorado.

Witness my hand and official seal.

Marie A. Thomas
Notary Public



My commission expires: 02/05/05

EXHIBIT "A"
PUBLIC EASEMENTS AGREEMENT
(Valley Lands Trails and Parking Area)



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

PROPERTY DESCRIPTION

A portion of the St. James Placer, Mineral Survey No. 1035 and the Gold Run Placer, Mineral Survey No. 554, Upper San Miguel Mining District, a portion of the Royer Creek Placer Townsite, according to the plat filed in the office of the Clerk and Recorder in Plat Book 28 at page 20 and a portion of the Fraction Placer Townsite, according to the plat filed in the office of the Clerk and Recorder in Plat Book 28 at page 14, San Miguel County, Colorado, further described as follows:

Beginning at a point on the south edge of pavement for East Colorado Avenue, formerly known as State Highway 145B, from which Corner No. 3 of the Seattle Placer, Mineral Survey No. 14751, Upper San Miguel Mining District, bears N13°28'05"W a distance of 247.40 feet;

thence S75°44'04"E, a distance of 228.08 feet to a point of curvature;

thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 05°08'05", an arc length of 44.81 feet;

thence S70°35'59"E, a distance of 55.53 feet to a point of curvature;

thence along the arc of a 300.00 foot radius curve to the left, through a central angle of 20°00'40", an arc length of 104.78 feet;

thence N89°23'21"E, a distance of 50.16 feet to a point of curvature;

thence along the arc of a 100.00 foot radius curve to the right, through a central angle of 51°59'09", an arc length of 90.73 feet;

thence S38°37'30"E, a distance of 120.58 feet to a point of curvature;

thence along the arc of a 1,000.00 foot radius curve to the left, through a central angle of 05°08'05", an arc length of 89.62 feet;

thence S43°45'35"E, a distance of 28.03 feet to a point of curvature;

thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 10°27'01", an arc length of 91.20 feet;

thence S33°18'33"E, a distance of 182.77 feet to a point of curvature; thence along the arc of a 100.00 foot radius curve to the left, through a central angle of 23°36'23", an arc length of 41.20 feet;

thence S56°54'56"E, a distance of 76.65 feet to a point of curvature;

thence along the arc of a 1,000.00 foot radius curve to the left, through a central angle of 04°37'19", an arc length of 80.67 feet;

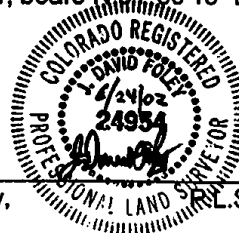
thence S61°32'15"E, a distance of 77.34 feet to a point of curvature;

thence along the arc of a 350.00 foot radius curve to the left, through a central angle of 20°17'05", an arc length of 123.91 feet;

thence S81°49'20"E, a distance of 92.94 feet to a point of curvature;

thence along the arc of a 150.00 foot radius curve to the left, through a central angle of 36°37'52", an arc length of 95.90 feet;

thence N61°32'48"E, a distance of 43.72 feet to a point of curvature;
 thence along the arc of a 300.00 foot radius curve to the right, through a central angle of 25°04'19", an arc length of 131.28 feet;
 thence N86°37'07"E, a distance of 35.90 feet to a point of curvature;
 thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 15°51'57", an arc length of 138.46 feet;
 thence S77°30'56"E, a distance of 68.50 feet to a point of curvature;
 thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 02°49'42", an arc length of 24.68 feet;
 thence S74°41'14"E, a distance of 214.80 feet to a point of curvature;
 thence along the arc of a 500.00 foot radius curve to the left, through a central angle of 01°25'30", an arc length of 12.44 feet;
 thence S76°06'44"E, a distance of 61.66 feet to a point of curvature;
 thence along the arc of a 750.00 foot radius curve to the left, through a central angle of 13°14'22", an arc length of 173.30 feet;
 thence S89°21'06"E, a distance of 204.09 feet to a point of curvature;
 thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 05°01'53", an arc length of 43.91 feet;
 thence S84°19'13"E, a distance of 137.11 feet to a point of curvature;
 thence along the arc of a 250.00 foot radius curve to the right, through a central angle of 36°04'55", an arc length of 157.44 feet;
 thence S48°14'19"E, a distance of 103.75 feet to a point of curvature;
 thence along the arc of a 400.00 foot radius curve to the left, through a central angle of 25°53'52", an arc length of 180.80 feet;
 thence S74°08'10"E, a distance of 74.31 feet to a point of curvature;
 thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 03°37'30", an arc length of 31.63 feet;
 thence S70°30'40"E, a distance of 155.35 feet to a point of curvature;
 thence along the arc of a 800.00 foot radius curve to the left, through a central angle of 14°36'27", an arc length of 203.96 feet;
 thence S85°07'07"E, a distance of 65.91 feet to a point of curvature;
 thence along the arc of a 1,000.00 foot radius curve to the right, through a central angle of 09°14'01", an arc length of 161.16 feet;
 thence S75°53'06"E, a distance of 18.82 feet to the POINT OF TERMINUS, being on the south edge of pavement for East Colorado Avenue, formerly known as State Highway 145B, from which Corner No. 4 of said Gold Run Placer, bears N 61°30'15" E, a distance of 454.13 feet.

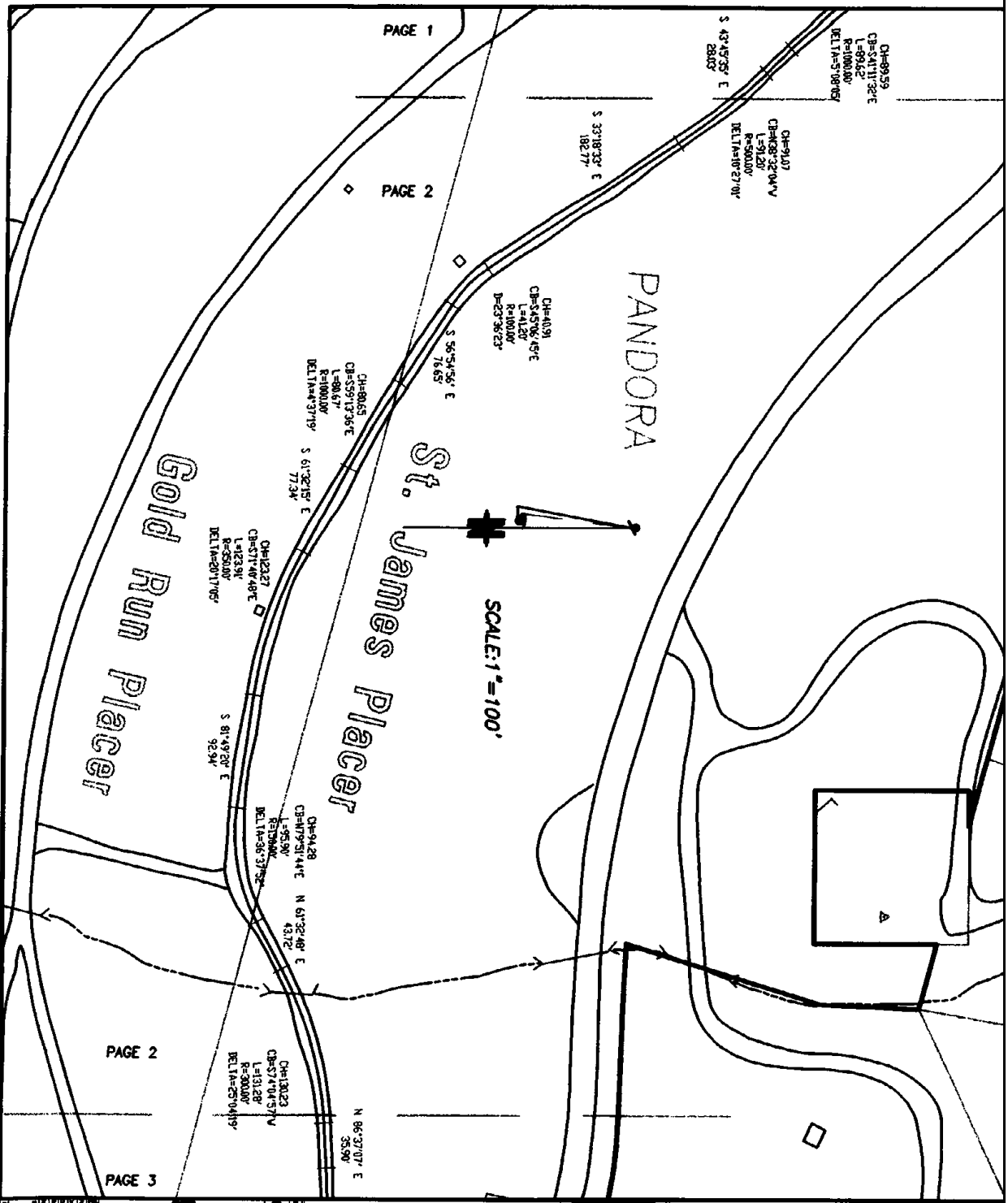


J. David Foley,

P.L.S. #24954

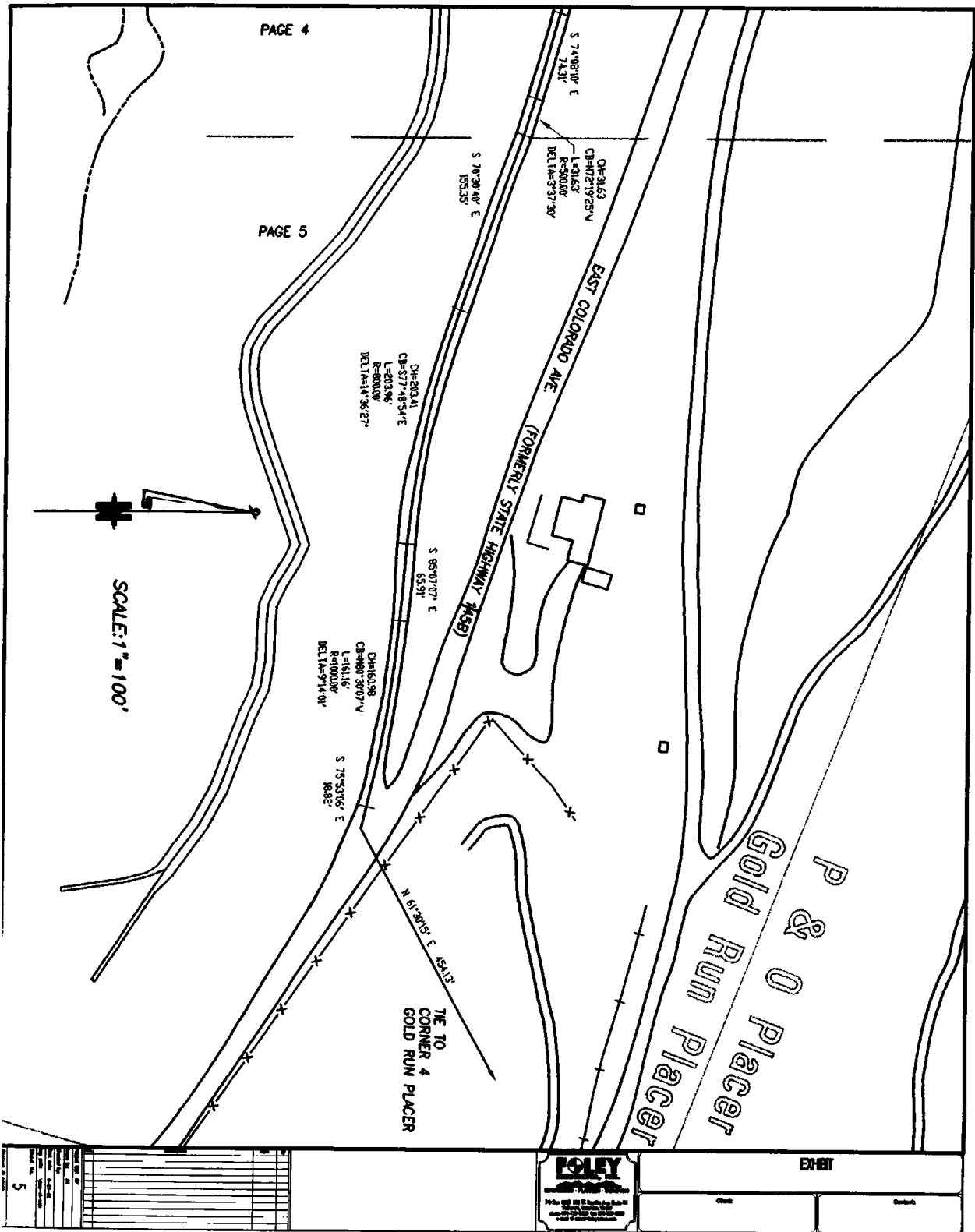
EXHIBIT "B"
PUBLIC EASEMENTS AGREEMENT
(Valley Lands Trails and Parking Area)

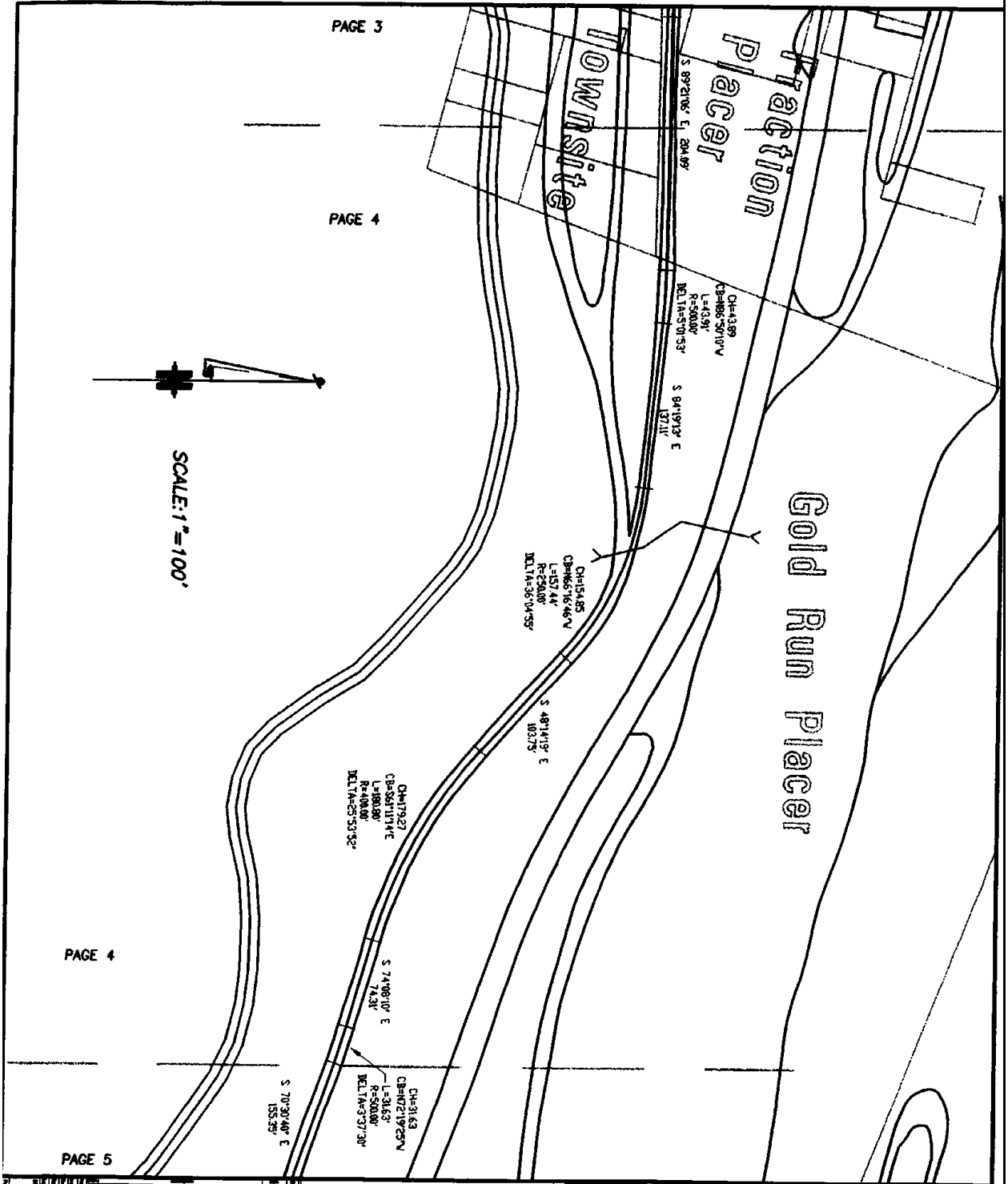




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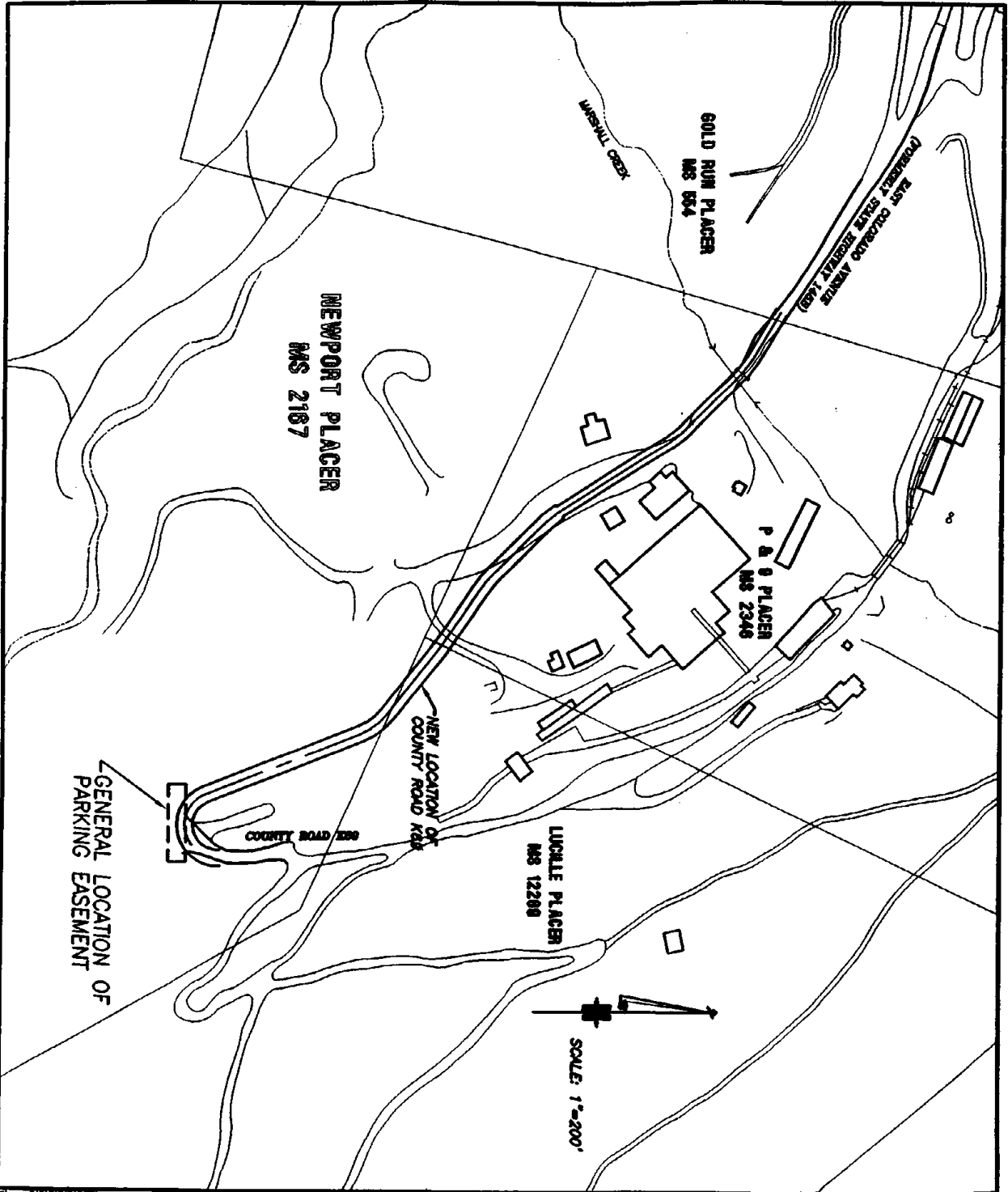
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EXHIBIT "C"
PUBLIC EASEMENTS AGREEMENT
(Valley Lands Trails and Parking Area)





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 Surveyors
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 Phone: 616-941-1111
 Fax: 616-941-1112
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EXHIBIT	