

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Jennifer E. Breusch  
Jacobs Chase Frick Kleinkopf & Kelley LLC  
1050 - 17th Street, Suite 1500  
Denver, Colorado 80265

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**AMENDED AND RESTATED  
GRANT OF EASEMENT**

THIS AMENDED AND RESTATED GRANT OF EASEMENT (this "Grant of Easement"), which shall be effective as of June 27, 2001, is between Mountain Plaza Condominium Association, a Colorado non-profit corporation (the "Association") to Copper Mountain, Inc., a Delaware corporation ("Copper").

Recitals

A. The Association is the association of owners for Mountain Plaza Condominiums ("Mountain Plaza") existing under the Amended and Restated Condominium Declaration for Mountain Plaza Condominiums, recorded in the official real property records of Summit County, Colorado (the "Official Records") on November 14, 1996 under Reception No. 528226 and the Condominium Map of Mountain Plaza Condominiums recorded in the Official Records on November 6, 1980 under Reception No. 214623, as such condominium map has been amended by supplements recorded in the Official Records on November 2, 1982 under Reception No. 247786 and on November 14, 1996 under Reception No. 528225.

B. The Association executed and recorded a Grant of Easement affecting portions of Mountain Plaza, other than the interior portions of buildings and other structures constituting a part thereof, dated October 4, 1999 and recorded October 7, 1999 at Reception No. 607368 in the Official Records (the "Original Declaration"). The Original Declaration provided certain rights to Copper including, but not limited to, pedestrian ingress and egress over the Easement Area (as defined herein).

C. The Association and Copper now desire to amend, restate and replace the Original Declaration, in its entirety, as set forth herein.

Grant of Easement

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby grants to Copper and Copper hereby accepts from the Association, the easement described in this Grant of Easement, upon and subject to the terms and conditions contained herein.

1. Grant of Easement. The Association hereby grants to Copper, a nonexclusive, perpetual easement (the "Easement") over, across and through the area shown on Exhibit A attached hereto (the "Easement Area") for the purposes of: (a) obtaining a liquor license over the Easement Area; (b) pedestrian ingress and egress to, from and between any property or properties owned by Copper and any other property or properties that is or are owned by any persons or entities other than Copper but in which Copper has rights of use or possession pursuant to a lease, license, easement or other agreement; and (c) transporting food, beverages and related service items to, from and between any property or properties owned by Copper and any other property or properties that is or are owned by any persons or entities other than Copper but in which Copper has rights of use or possession pursuant to a lease, license, easement or other agreement.

2. Reserved Rights.

- (a) Association reserves the right to use the Easement Area for any other purpose that does not unreasonably interfere with Copper's right to use the Easement Area granted hereunder, on the condition that the Association shall not obtain or permit any third party to obtain any type of liquor license that includes any portion of the Easement Area.
- (b) The Association reserves the right to grant additional easements and other rights to third parties over and under the Easement Area, on the condition that the Association shall not grant any additional easements or other rights to any third party that would permit or allow such third party to obtain any type of liquor license that includes any portion of the Easement Area.

3. Encroachment. To the extent that the Easement granted hereunder encroaches upon any (i) improvements, or (ii) any area where improvements are intended to be constructed, an easement shall exist for that encroachment, but such easement shall not relieve an Copper of liability in the case of willful misconduct.

4. Vacation. Copper and the Association agree that in the event that all or a portion of the Easement granted hereunder interferes with Copper's development of adjacent property, then Copper and the Association will execute a vacation of easements acceptable to both parties.

5. Amendment. This Grant of Easement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by the Association and Copper.

6. Colorado Law. This Grant of Easement shall be construed in accordance with and governed by the laws of the State of Colorado.



**Exhibit A**

**Legal Description of Easement Area**

[See attached map  
consisting of one page]

COPPER MOUNTAIN FILING NO. 2

TRANSPORTATION, EMERGENCY,  
UTILITY & PEDESTRIAN EASEMENT  
(REC. NO. 133369)

10' UTILITY EASEMENT  
REC. NO. (205904)

REMAINDER OF  
LOT 7, BLOCK 1,  
COPPER MOUNTAIN  
FILING NO. 2

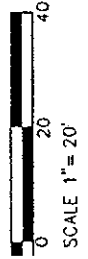
MOUNTAIN PLAZA  
CONDOMINIUM

REMAINDER OF  
LOT 7, BLOCK 1,  
COPPER MOUNTAIN  
FILING NO. 2

LOT 1, BLOCK 1  
COPPER MOUNTAIN FILING NO. 1

Easement Area

LOT 5, COPPER MOUNTAIN  
FILING NO. 4



LOT 14 COPPER  
MOUNTAIN FILING  
NO. 3  
N52°47'14"E  
150.00'

LOT 14 COPPER  
MOUNTAIN FILING  
NO. 3  
N00°42'48"W 162.00'

REMAINDER OF  
LOT 7, BLOCK 1,  
COPPER MOUNTAIN  
FILING NO. 2

