

WHEN RECORDED RETURN TO:

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

PEDESTRIAN ACCESS EASEMENT AGREEMENT

This Pedestrian Access Easement Agreement (this "Agreement"), dated to be effective as of the 27th day of June, 2001, is between COPPER MOUNTAIN, INC., a Delaware corporation ("Copper") and the COUNTY OF SUMMIT, STATE OF COLORADO ("County").

Recitals

- A. Copper is the owner of Lot 18, Copper Mountain Filing No. 3, Summit County, Colorado (the "Property").
- B. Copper desires to grant the County, and the County desires to accept, a pedestrian access easement over a portion of the Property generally in the location shown on Exhibit A attached hereto (the "Easement Area"), subject to the terms and conditions set forth herein.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Grant of Easement.** Copper hereby grants to the County a nonexclusive, perpetual easement (the "Easement") over, across and through the Easement Area for the purposes of pedestrian access to and from U.S. Forest Service Land which is adjacent to the Easement Area, for use by members of the public, upon and subject to the terms and conditions set forth herein.
- 2. **Restrictions.** Notwithstanding anything herein to the contrary, no equine animals, motorcycles, snowmobiles, golf carts or other motor vehicles shall be permitted on or within the Easement Area except those that are approved by Copper from time to time and do not unreasonably interfere with the use and enjoyment of the Easement.
- 3. **Relocation Rights.** On or before the date fourteen (14) days from the date hereof, Copper shall cause to be prepared a legal description of the exact location of the Easement Area and Copper and the County shall execute an amendment to, or an amendment and restatement of, this Agreement relocating the Easement and the Easement Area to such location. Subsequent to such relocation, Copper may relocate the Easement anywhere within Lot 18, Copper Mountain Filing 3 on the condition that (a) Copper pay all costs and expenses incurred in connection with such relocation, and (b) as relocated, the Easement provides reasonably equivalent pedestrian

access to and from such U.S. Forest Service Land, which access may be in part from the use of other existing or future access easement(s) and or license(s) and or public rights of way.

4. Reserved Rights. The Easement is subject to the following reservation of rights by Copper as fee owner of the Easement Area for itself and for the benefit of its successors and assigns:

(a) Copper reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with the use and enjoyment of the Easement.

(b) Copper reserves the right to grant additional easements and other rights to third parties over and under the Easement Area and construct improvements on and make alterations to the Easement Area on the condition that such easements, improvements and alterations do not unreasonably interfere with the Easement declared hereby.

(c) Copper reserves the right, upon notice to the County to restrict access to the Easement Area at any time, and from time to time, as reasonably necessary for purposes of facilitating construction, installation, maintenance, repair or replacement activities or resort special events occurring on the Easement Area or other property, on the condition that either (i) such access is restricted no longer than three days at any one time; or (ii) Copper provides reasonably equivalent pedestrian access to and from the U.S. Forest Service land referenced in Section 1 above.

5. No Improvements. Notwithstanding any other provision herein, neither the County nor any member of the public shall be entitled to construct or install any improvements in on or under the Easement Area without the prior written consent of Copper; provided, however, that Copper shall permit the Colorado Trail Foundation to install, maintain and repair one sign on the Easement Area for the sole purpose of providing information regarding the existence of the pedestrian access provided herein, on the condition that such sign complies with the requirements of the Copper Mountain Sign Code and other rules and regulations promulgated by the Copper Mountain Planning and Architectural Control Committee.

6. Amendments. This Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed only by a written instrument duly executed and delivered by Copper and the County.

7. Legal Proceedings. Notwithstanding anything to the contrary contained in this Agreement, if Copper or the County institutes legal proceedings against each other with respect to this Agreement, the nonprevailing party shall pay to the prevailing party an amount equal to all reasonably attorneys' fees and disbursements and all other reasonable costs and expenses incurred by the prevailing party in connection therewith.

8. Governing Law. This Agreement shall be governed by and construed in accordance with and shall be interpreted and enforced according to the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

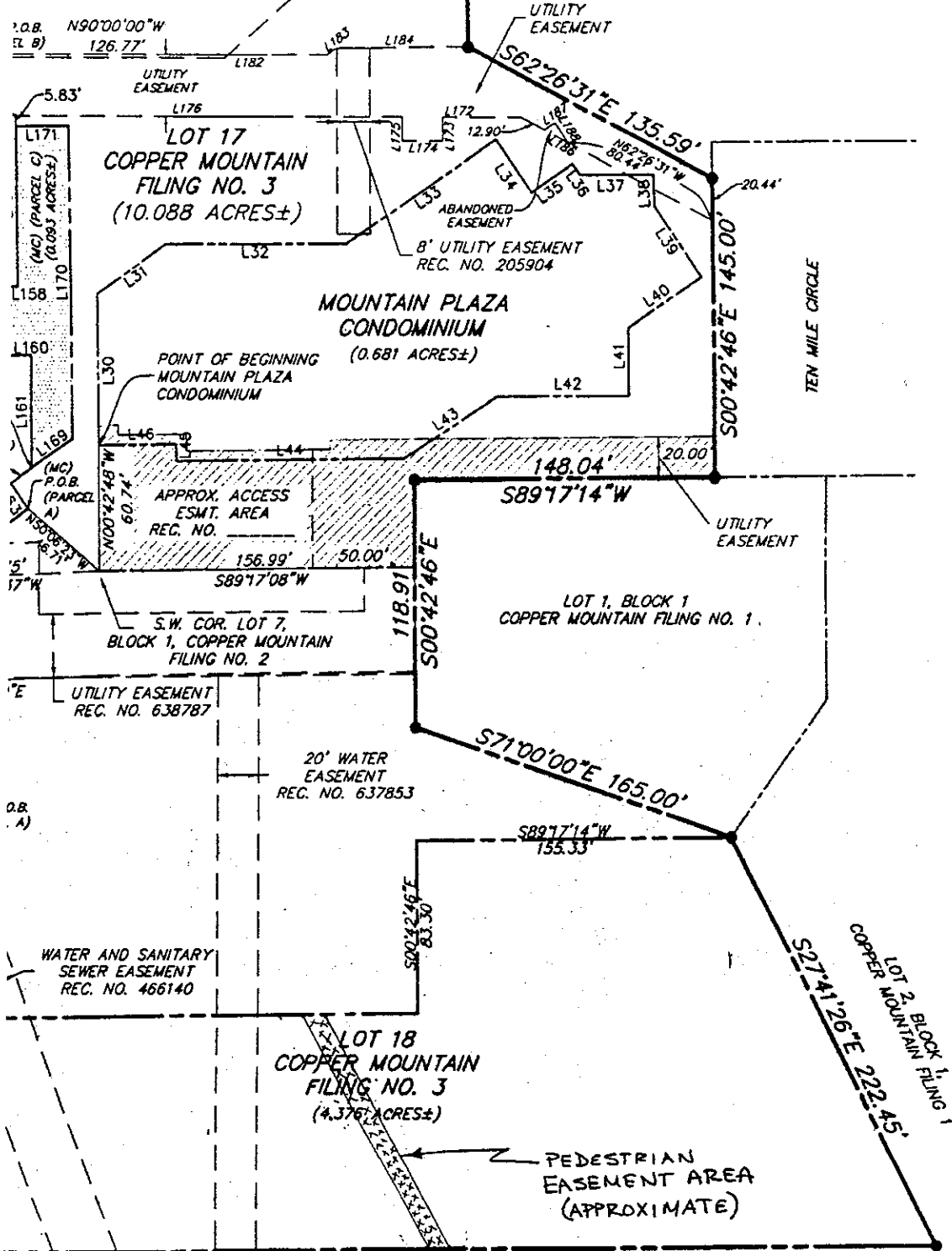
9. Counterparts. This Agreement may be executed in two (2) counterparts, each of which, when executed, shall be deemed an original and both of which together shall be deemed one and the same instrument.

Exhibit A
Easement Area

See attached.

LAKE AND RECREATIONAL
EASEMENT
REC. NO. 593087

LOT 6, BLOCK 1
COPPER MOUNTAIN FILING NO. 2



REV. M
REV. M
REV. AP
REV. MAR
SEF

