



31.08

**LAKE AND RECREATIONAL EASEMENT
(Westlake)**

This Lake and Recreational Easement (this "Easement") as shown on the replat of Lots 14, 15 and 16, Copper Mountain, Filing No. 3, is made as of APRIL 19, 1999, by Copper Mountain, Inc., a Delaware corporation ("Copper") for the benefit of Summit County, Colorado (the "County").

Recitals

A. Copper owns the real property located in Summit County, Colorado described on Exhibit A attached hereto (the "Easement Area").

B. Subject to the terms, conditions and reservations set forth herein, Copper desires to grant to the County a nonexclusive easement over and across the Easement Area for the purposes set forth herein.

C. The County agrees to release Tract A "Lake and Open Space Area" from the previous plat of this parcel in exchange for the easement stated herein and subject to other open space dedications.

D. The County desires to acquire this easement for the purpose of preserving this open space amenity and allowing public access.

Dedication of Easement

1. Dedication of Easement. Subject to the terms and conditions hereof and the reservations set forth in Section 2 below, Copper hereby dedicates to the County a perpetual, nonexclusive easement over, across and through the Easement Area for use by the general public for: (a) fishing, non-motorized boating and ice skating, (b) walking, running, bicycling and other similar uses, and (c) for the preservation of the open space character of the Easement Area.

2. Reservations. Notwithstanding Section 1 above, Copper reserves the rights to use the Easement Area as set forth in paragraphs 2(a) through 2(f) below.

(a) Copper reserves the right to use the Easement Area for any and all activities related to snowmaking and storm water retention (including, without limitation, the construction, use, operation, maintenance and repair of improvements on the Easement Area related to snowmaking or storm water retention, subject to the terms and conditions of paragraph 2(b) below).

(b) Copper and its successors and assigns shall be permitted to construct, use operate, maintain and repair buildings (each of which shall not to exceed 300 square feet), decks, docks and other similar or related improvements on the Easement Area associated with the uses described Section 1 and paragraph 2(a) above.

(c) The County acknowledges that Copper or its successors or assigns may develop land adjacent to the Easement Area (the "Developable Property"). In connection with the planning, development, construction, repair and maintenance of buildings, improvements and other facilities at or within the Developable Property (collectively, "Development Activity"), Copper hereby retains rights of temporary access, use and encroachment across the Easement Area as may be reasonably necessary to carry out the Development Activity, on the condition that Copper shall take actions to the extent reasonable given the nature and scope of the Development Activity to limit the interference with the general public's use of the Easement Area for the purposes set forth in Section 1 above caused by such Development Activity.

(d) Copper reserves the right to, and the right to allow utility companies and other parties to, construct, install, maintain, operate, repair and replace utilities and all improvements reasonably related thereto within the Easement Area, including, without limitation, water, sewer, storm water, electrical cable, television cable, telephone cable, pipes, conduits, transformers, pedestals, and other equipment associated with such utilities. Such utilities shall be located underground to the greatest extent practicable, and when complete (or when the maintenance or repairs thereto or replacements thereof are complete, as appropriate) do not unreasonably interfere with the general public's use of the Easement Area for the purposes set forth in Section 1 above.

(e) Copper reserves the right to construct, install, operate, maintain, repair and replace upon the Easement Area: (i) any improvements constituting landscaping (including, without limitation, the planting of trees, flowers, bushes, and other vegetation, the installation of flower beds and gardens, and irrigation and drainage systems therefore), (ii) fountains, sculptures, bridges, benches, sidewalks, trails, lighting fixtures, trash cans, stairs, firepits, berms, mounds, embankments, and walls, and (iii) any other items or improvements (including warning signs), on the condition that: (A) the foregoing does not unreasonably interfere with the general public's use of the Easement Area for the purposes set forth in Section 1 above, and (B) Copper shall obtain the approval of the Planning Department for Summit County, Colorado (the "Planning Department"), which shall not be unreasonably withheld or delayed, prior to constructing or installing any material buildings or material structures on the Easement Area other than those described in paragraph 2(b) above. Any dispute regarding a refusal by the Planning Department to grant any approval described in paragraph 2(e)(iii)(B) above shall be subject to review and modification by the Board of County Commissioners for Summit County, Colorado.

(f) Copper reserves the right to use the Easement Area for any purpose (other than the construction or installation of improvements, which uses are addressed elsewhere in this Section 2) that does not unreasonably interfere with the general public's use of the Easement Area for the purposes set forth in Section 1 above.

3. Motorized Vehicles. Notwithstanding Section 1 above, except for purposes permitted under Section 2 above, no motorized vehicles shall be permitted on the Easement Area.

4. Assignment. Notwithstanding any other provision herein, Copper may assign, from time to time, any or all of its rights hereunder (including, without limitation, rights regarding maintenance of the Easement Area) to any persons or entities.

5. County Improvements. The County shall not construct or install any improvement on the Easement Area without obtaining Copper's prior written consent.





STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by Thomas A. Long as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

(Notary Seal)



M. J. Bernier
Notary Public

MY COMMISSION EXPIRES: 03/10/2003

EXHIBIT A

(Attached to and forming a part of the
Lake and Recreational Easement made by Copper Mountain, Inc.)

LEGAL DESCRIPTION OF THE EASEMENT AREA

A PARCEL OF LAND BEING A PART OF COPPER MOUNTAIN FILING NO. 3 LOCATED IN NORTH HALF OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF LOT 6, BLOCK 1, COPPER MOUNTAIN FILING NO. 2, RECORDED AT RECEPTION NUMBER 133369; THENCE S00°42'46"E ALONG THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 120.83 FEET; THENCE S49°19'12"W A DISTANCE OF 65.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S49°19'12"W A DISTANCE OF 92.35 FEET; THENCE N90°00'00"W A DISTANCE OF 126.77 FEET; THENCE N36°15'02"W A DISTANCE OF 81.04 FEET; THENCE N08°05'45"E A DISTANCE OF 101.09 FEET; THENCE N23°03'14"W A DISTANCE OF 27.26 FEET; THENCE N63°44'06"E A DISTANCE OF 224.20 FEET; THENCE S65°38'03"E A DISTANCE OF 41.12 FEET; THENCE S00°42'46"E ALONG A LINE THAT IS 50.00 FEET WEST OF AND PARALLEL TO THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 212.58 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.269 ACRES MORE OR LESS