

FISHING EASEMENT

THIS EASEMENT is made this 26th day of December, 2001, and is granted by Lazy Glen Homeowners' Association (hereinafter referred to as "Grantors") to the County of Pitkin, State of Colorado (hereinafter referred to as "County") for the benefit of the public.

WITNESSETH

WHEREAS, Grantor is the owner of certain real property in Pitkin County, Colorado, described as Lazy Glen Mobile Home Park PUD according to the Plat thereof, recorded in Book 60 at Page 25-29 of the Pitkin County records, which property is traversed by the Roaring Fork River (hereinafter referred to as "the Property");

WHEREAS, as an exaction and condition of approval by the Board of County Commissioners of Pitkin County of a Subdivision and PUD for the Lazy Glen Mobile Home Park, pursuant to Resolution No. 98-168, adopted September 9, 1998, Grantors have agreed to grant an easement to allow the use of a described portion of their property for fishing by members of the Public;

WHEREAS, in exchange for said exaction and fishing easement, County has agreed to approve certain land use and other enumerated benefits in connection with the development approval.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the mutual covenants and conditions contained herein, Grantor agrees as follows:

1. Easement. Grantor hereby grants to the Board of County Commissioners of Pitkin County, Colorado, for the benefit of the Public a non-exclusive easement for the purpose of fishing in the Roaring Fork River where the same traverses property owned by Grantor. This easement shall extend to five feet (5') above the high water mark on the Property along the bank of the said river.

2. No Easement for Access. Nothing contained herein shall be construed to grant an easement across any of the remainder of the Property owned by Grantor, or across any other real property owned by Grantor for ingress and egress to the Roaring Fork River or for access to or from any other property or otherwise. This easement is solely for fishing by the Public along the course of the Roaring Fork River and shall be strictly construed.



3. No Interference. The exercise of rights granted hereunder shall not unreasonably interfere with the use of the property burdened hereby.

4. Maintenance, Hold Harmless and Insurance

a. The parties expressly acknowledge that Grantor is entitled to the benefits, protections and limitations on liability afforded by Colorado law governing recreational easements, Section 33-41-101, et seq., C.R.S. By granting the easement hereunder, Grantor shall have no additional obligation to repair, clear, or otherwise maintain the area within the easement, including without limitation the river and the banks along the river within five feet (5') above the high water mark, or to insure or indemnify County for any injury, claim or damage to any person or property, whether alleged to have occurred while using the easement for fishing purposes or otherwise and due to the condition of the river or its banks or otherwise.

b. By exacting and accepting the easement granted hereunder, County agrees:

- i. To defend and hold harmless Grantor and its successors and assigns, to the full extent allowed under Colorado law, for any injury, claim or damage to any person or property using the easement, whether alleged to have occurred while using the easement for fishing purposes or otherwise and due to the condition of the river or its banks or otherwise;
- ii. To add Grantor as a co-insured on any policy or liability insurance carried by County and insuring against such claims or losses, and
- iii. To reserve to Grantor the right to claim full credit for the easement granted hereunder under the Pitkin County Land Use Code in any further subdivision or other land use application or approval relating to the Property.

5. Gates, Signs and Fences. Nothing in this Agreement shall authorize or entitle the County to erect or to remove any gates, signs, or fences on the Property or within the easement granted hereunder without the advance written consent of Grantor.



SILVIA DAVIS PITKIN COUNTY CO

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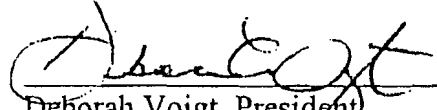
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6. Running of Benefits and Burdens. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of successors and assigns of the parties hereto.

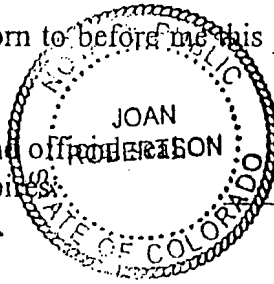
IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals the date and year first above written.

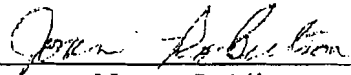

Deborah Voigt, President
Lazy Glen Homeowners Association

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

Subscribed and sworn to before me this 26th day of Dec., 2001,
by Deborah Voigt.

Witness my hand and office
My commission expires




Notary Public

My Commission Expires 03/13/2002.



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