ARTICLE IV

ADDITIONAL TERMS

4.01. Homeowners' Association. The parties agree that Aspen shall be obligated to recognize homeowners' associations representing the residents in the Two Creeks (the "Two Creeks Homeowners' Association") and the Pines Development (the "Pines Homeowners' Association") (the Two Creeks Homeowners' Association and the Pines Homeowners' Association are collectively referred to herein as, the "Homeowners' Association") as the operators of the Private Ski Trails. Snowmass reserves the right to form a Master Homeowners' Association which may be assigned all rights and obligations of the Two Creeks Homeowners' Association and the Pines Homeowners' Association. In the event that Snowmass forms a Master Homeowners' Association, Aspen shall be obligated to recognize the Master Homeowners' Association as the operator of the Private Ski Trails.

4.02. Ski Easements. The parties agree that Aspen shall utilize the Ski Easements for skiing operations during the annually published ski season, generally between December 15th and April 1st in the Ski Easement, weather permitting. Aspen may utilize the Ski Easements for skiing operations prior to and after the annually published ski season, generally before December 15th and after April 1st, weather permitting. At all other times, Aspen may utilize the Ski Easements for the sole purpose of maintaining the trails, ski lift and related facilities. Aspen agrees to use its reasonable efforts to schedule and perform maintenance work so as to minimize disturbance to Snowmass or the Affected Lot Owners.

4.03. Subrogation. To the extent permitted by law and provided such waiver is reasonable in cost, the parties agree that the Insurance Policies and the 3.04 Insurance Policies shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of such policies or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party.

ARTICLE V

MISCELLANEOUS

5.01 Term. The term of this East Village Operation Agreement shall expire on April 30, 2095.

5.02. Notices. All notices, approvals, consents, and communications made pursuant to this East Village Operation

Agreement are to be made in writing and shall be deemed made or delivered to the parties at the following addresses when (i) delivered personally or by prepaid carrier; (ii) sent via telecopy provided, however, that confirmation of receipt is obtained by the sending party and that a copy is mailed simultaneously by prepaid first class mail; or (iii) if by mail, three business days after being sent by United States certified mail, return receipt requested, postage prepaid:

Aspen Skiing Company:	P. O. Box 1248 Aspen, CO 81612 ATTN: Fred Smith
With a copy to:	Isaacson, Rosenbaum, Woods & Levy, P.C. 633 - 17th Street, Suite 2200 Denver, CO 80202 ATTN; William M. Silberstein
Snowmass Land Company:	P. O. Box 6119 5131 Owl Creek Road Snowmass Village, CO 81615 ATTN: Kenneth R. Sontheim, Esq.
With a copy to:	Altheimer & Gray 10 S. Wacker Dr., Suite 4000 Chicago, IL 60606 ATTN: Barry B. Nekritz, Esq.

or to such other person or at such other address as may be specified in a notice given pursuant to the foregoing terms.

5.03. Binding Effect; Assignment.

(a) This East Village Operation Agreement is intended to run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and to burden East Village.

(b) Aspen covenants that until such time as Aspen has completed its ski trails, ski lift, roadway, parking lots, and all other improvements which Aspen is obligated to perform pursuant to this East Village Operation Agreement (referred to herein as "Aspen Completion of Construction"), Aspen will not permit the conduct of any operations pursuant to this East Village Operation Agreement by any entity other than Aspen or other than a limited partnership or limited liability company beneficially owned by the current owners of Aspen without the prior written consent of Snowmass, which consent shall not be unreasonably withheld or delayed.

(c) After Aspen Completion of Construction, Snowmass shall no longer have the right to approve the transfer by Aspen of the ownership, financing (including granting of liens for collateral), management, or operations of Snowmass Ski Area either under this East Village Operation Agreement, the 1989 Agreement or any ski easements on land owned by Snowmass. The provisions of this paragraph shall be self-operative and shall operate as an amendment to the 1989 Agreement and the ski easements on land owned by Snowmass. However, at the request of Aspen, Snowmass shall execute and deliver to Aspen for recording in the real estate records of Pitkin County, Colorado, in form and substance reasonably satisfactory to Aspen, amendments to this East Village Operation Agreement, the 1989 Agreement, ski easements on land owned by Snowmass, and to such other documents or instruments reasonably requested by Aspen releasing Snowmass' right of approval over ownership, financing, management, and operation of Snowmass Ski Area.

(d) Snowmass hereby consents to and acknowledges that Aspen may grant a security interest in all of Aspen's rights under this East Village Operation Agreement to a lender or lenders who, from time to time, have made a loan or loans to Aspen secured by substantially all of Aspen's assets located at Snowmass Ski Area ("Lender"). Snowmass agrees that such grant and security interest shall not constitute a default under this East Village Operation Agreement. Such grant and security interest shall not relieve Aspen of its obligations under this East Village Operation Agreement to operate Aspen's ski operations referenced in this East Village Operation Agreement until Aspen Completion of Construction. Notwithstanding the above consent, in the event of a foreclosure resulting in an exercise by Lender of the rights of Aspen under this East Village Operation Agreement and of the ski operations referenced in this East Village Operation Agreement, Snowmass will recognize Lender's perfection of security interests under this East Village Operation Agreement, but until Aspen Completion of Construction the consent of Snowmass shall be required as to the ultimate owner, the entity retained to conduct or exercise any rights involving the ski operations, and with respect to any future assignments of the rights or obligations of Aspen under this East Village Operation Agreement, which consent shall not be unreasonably withheld or delayed as provided in this East Village Operation Agreement.

(e) At any time during the term of this East Village Operation Agreement, Snowmass may assign its rights and obligations in this East Village Operation Agreement to a limited partnership or limited liability company beneficially owned by the current owners of Snowmass. At any time during the term of this East Village Operation

Agreement, Snowmass may assign its rights and obligations under this East Village Operation Agreement to the Homeowners' Association, and upon notice to Aspen and the assumption by the Homeowners; Association of the obligations of Snowmass under this East Village Operation Agreement, Snowmass shall thereafter be relieved of any future obligations under this East Village Operation Agreement. After Snowmass has completed its cost sharing and reimbursement obligations under this East Village Operation Agreement, Snowmass may assign its rights and obligations in this East Village Operation Agreement without the consent of Aspen.

(f) Except as provided in paragraph 5.03(e) above, Snowmass shall not assign its rights and obligations in this East Village Operation Agreement without the prior written consent of Aspen, which consent shall not be unreasonably withheld or delayed.

(g) Aspen hereby consents to and acknowledges that Snowmass may grant a security interest in all of Snowmass' rights under this East Village Operation Agreement to a lender or lenders who, from time to time, have made a loan or loans to Snowmass secured by substantially all of Snowmass' assets located at Snowmass Ski Area ("Lender"). Aspen agrees that such grant and security interest shall not constitute a default under this East Village Operation Agreement. Such grant and security interest shall not relieve Snowmass of its cost sharing and reimbursement obligations under this East Village Operation Agreement until the satisfaction of such obligations. Notwithstanding the above consent, in the event of a foreclosure resulting in an exercise by Lender of the rights of Snowmass under this East Village Operation Agreement, Aspen will recognize Lender's perfection of security interests under this East Village Operation Agreement, but until Snowmass' satisfaction of its cost sharing and reimbursement obligations, the consent of Aspen shall be required as to the ultimate owner and with respect to any future assignments of the rights or obligations of Snowmass under this East Village Operation Agreement, which consent shall not be unreasonably withheld or delayed as provided in this East Village Operation Agreement.

5.04. Captions. The captions herein are for convenience only and are not part of this East Village Operation Agreement and do not in any way limit, define, or amplify the terms and provisions hereof.

5.05. Counterparts. This East Village Operation Agreement may be executed in several counterparts, all of which when taken together shall constitute this East Village Operation Agreement.

5.06. Fees and Charges. Each party represents and warrants to the other that it will pay all fees and charges incurred by it in connection with the preparation of and entering into of this East Village Operation Agreement, and that there are no brokerage, finder's, real estate, or other commissions or fees payable by it in connection with this East Village Operation Agreement or the transactions contemplated hereby.

5.07. Force Majeure. Either party shall be excused from liability to the other for failure of performance by it of its covenants hereunder to the extent that such failure is caused by the wrongful conduct of the other party or by any other event or condition beyond its control including, without limitation, shortage of labor or materials, drought, fire, flood, windstorm, earthquake, avalanche, falling aircraft, tidal wave, riot, civil disturbance, war, adverse weather conditions, the existence of any temporary restraining order, or injunction, or the existence of any other litigation which in the good faith business judgment of Aspen, substantially impairs the feasibility of proceeding with construction in East Village, the lack of required governmental approvals, permits or licenses, and the inability of Aspen to satisfy the requirements of the Town of Snowmass Village Ordinance 9 Series of 1994.

5.08. Default. If either party shall be in default under this East Village Operation Agreement, before taking any other action against the defaulting party, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of such default. The defaulting party shall be given 30 days for monetary defaults and 60 days for non-monetary defaults after receipt of the notice to cure such default. The period for curing non-monetary defaults shall be extended for a reasonable time if such default is of a nature that it cannot reasonably be cured within such period of 60 days, provided the defaulting party proceeds with reasonable diligence and in good faith to cure such non-monetary default. No breach of this East Village Operation Agreement by one party shall entitle the other party to terminate this East Village Operation Agreement.

If a defaulting party fails to fulfill any part of its obligations pursuant to this East Village Operation Agreement after notice of the default as provided in the previous paragraph, the non-defaulting party may, at its option exercised by written notice thereof to the defaulting party, (i) seek specific performance of this East Village Operation Agreement, (ii) perform defaulting party's responsibilities hereunder in which case the defaulting party shall pay the non-defaulting party for all costs and expenses incurred by non-defaulting party in its performance of such work together with compensatory and consequential damages, or (iii) seek all remedies permitted at law or equity.

5.09. Authority. The persons signing this East Village Operation Agreement represent and warrant that they have all the right, authority, and power to execute this East Village Operation Agreement on behalf of the party for whom they are signing. Each party represents and warrants to the other party that this East Village Operation Agreement is a valid and binding obligation of such party.

5.10. Governing Law. This East Village Operation Agreement is made with respect to rights and obligation accruing in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado.

5.11. Easements. During the term of this East Village Operation Agreement, the parties shall from time to time, upon written request of either party, consent to irrevocable, perpetual, valid, binding and enforceable easements on, in, under, through and across portions of the East Village for any of the following purposes:

(i) the installation, operation, maintenance, repair and replacement of telephone, electrical, gas, storm water, sanitary sewer and other utility lines;

(ii) ingress and egress; and

(iii) any other reasonable purpose which is necessary or desirable in connection with the development of East Village.

The parties agree that the servient estate shall be responsible for all maintenance costs associated with the easements.

5.12. Recording. The parties agree that this East Village Operation Agreement may be recorded by either party.

5.13.A. Amendments. This East Village Operation Agreement shall not be amended except by the written consent of the parties. If this East Village Operation Agreement is assigned to the Homeowners' Association, thereafter, the provisions of this East Village Operation Agreement may only be amended by the written consent of Grantee and the requisite corporate action of the Homeowners' Association which in no event shall require more than a majority vote of the members present at a meeting called for such purpose.

5.13.B. No Third Party Beneficiaries. The parties do not intend to confer any third party beneficiary rights to any third party. The only parties who have standing to enforce the rights of Snowmass are Snowmass, any assignee of Snowmass, and after the assignment of the rights to the Homeowners' Association, the Homeowners' Association. No individual homeowner shall have standing to bring a claim or suit against Aspen relating to this East Village Operation Agreement.

(Balance of page left intentionally blank)

~~Agreement to the Homeowners' Association, this East Village~~ Operation Agreement may ~~be amended by an affirmative vote of a majority of the members of the Homeowners' Association and the consent of Aspen~~.

5.14. Conflict. The parties have executed an Agreement for the Development and Operation of East Village, dated April 4, 1995 (the "Development Agreement"). If there is any conflict in the terms between the Development Agreement and this East Village Operation Agreement, the Development Agreement shall control and govern the actions and obligations of the parties.

IN WITNESS WHEREOF, the undersigned have executed this East Village Operation Agreement as of the day and year first written above. .

ASPEN SKIING COMPANY, a Colorado general partnership

By: MKDG III/MKDG IV Partnership, a Colorado general partnership, General Partner

By: MKDG III Aspen, Inc., a Delaware corporation, General Partner

By _____

Its Vice President

SNOWMASS LAND COMPANY

By _____
Kenneth R. Sontheim

Its Attorney-in-fact

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

The foregoing Agreement was acknowledged before me this day of April, 1995, by James S. Crown as of MKDG III Aspen, Inc., a Delaware corporation, General Partner of MKDG III/MKDG IV Partnership, a Colorado general partnership, General Partner of Aspen Skiing Company, a Colorado general partnership.

WITNESS my hand and official seal.

My commission expires 1/24/99.

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

The foregoing Agreement was acknowledged before me this 4th day of April, 1995, by Kenneth R. Jastrom as attorney-in-fact of Snowmass Land Company.

WITNESS my hand and official seal.

My commission expires April 17, 1998.

Notary Public

390997 03/19/96 03:06P PG 1 OF 6 REC DOC UCC
SYLVIA DAVIS PITKIN COUNTY CLERK & RECORDER 31.00

SKI EASEMENT AGREEMENT

This Ski Easement Agreement is made this 4th day of April, 1995 by and between Snowmass Land Company, an Illinois general partnership whose address is P.O. Box 6119, Snowmass Village, Colorado, 81615 ("Grantor") and Aspen Skiing Company, a Colorado general partnership whose address is P.O. Box 1248, Aspen, Colorado, 81612 ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into the Agreement for the Development and Operation of East Village dated as of April 4, 1995 (the "Agreement") which provides, in part, that Grantor shall grant to Grantee certain ski easements subject to the conditions and provisions contained in the Agreement;

WHEREAS, the East Village Detailed Final Plat, recorded on October 14, 1994 in Plat Book 35 at Page 54-59 of the office of the Clerk and Recorder of Pitkin County (the "Plat"), provides, in part, that Grantor will grant to Grantee the Aspen Skiing Company Ski Lift Easement and the Aspen Skiing Company Ski Trail Easements, as such terms are defined in the Plat;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and in this Ski Easement Agreement and in accordance with the provisions of the Plat, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee perpetual, non-exclusive easements (the "Ski Lift Easement") and the Aspen Skiing Company Ski Trail Easements (the "Ski Trail Easements") (the Ski Lift Easement and the Ski Trail Easements are collectively referred to herein as the "Ski Easements") for the purposes set forth herein and subject to the terms and conditions contained herein. The Ski Easements are described in Exhibit A, attached hereto and made apart hereof.

2. Purpose of Ski Easements.

a. The Ski Easements shall be used for the planning, development, maintenance, and operation of ski trails for skiing and skiing related sports and shall include, but not be limited to, the following rights:

(i) the right of Grantee to permit its customers, guests, employees, licensees and invitees to ski thereon;

(ii) the right to clear, shape, groom and maintain the Ski Easements as may be necessary, appropriate or convenient for skiing;

403955

AUG 22 '96 12:02 ISAACSON ROSENBAUM DENVER

(iii) the right to erect, maintain and operate snow-making equipment and other ski related improvements or facilities;

(iv) in general, the right to do any and all customary things which are necessary, appropriate or convenient for the full use and enjoyment of the Ski Easements for skiing and the passage of skiers over, upon, and across the Ski Easements;

(v) the right to use by Aspen and its contractors, servants, employees or licensees all snowmobiles, snowcats and other similar equipment necessary for the maintenance and operation of the Ski Easements.

b. In addition to the rights delineated in this Paragraph 2, the Ski Lift Easement shall also be used for the erection and maintenance of a ski lift, and the facilities directly related to a ski lift. The parties specifically agree that a ski lift shall not be constructed within the Ski Trail Easements, but shall only be constructed within the Ski Lift Easement as designated on the Plat. If Grantee closes all or any portion of the Ski Lift Easement to the public, the Homeowners' Association (as such term is defined in the Operation Agreement) shall have the right to groom and maintain those portions of Ski Trail Easement No. 1 (which is shown on the Plat and is a Private Ski Trail, as such term is defined in the Operation Agreement) crossing lots 26, 27, 28, 30, 31, 34, 35 and 36 for the purpose of providing access to the Ski Trail Easements for lot owners in Two Creeks and their guests and invitees.

3. Limitation on Improvements. Grantee may not construct, erect or place any permanent or temporary buildings, structures or other improvements within the Ski Easements which are not delineated on the Development Plan (as such term is defined in Section 1.01 of the recorded document entitled the Agreement for the Operation of East Village executed by Grantor and Grantee as of April 4, 1995, and recorded in Book 778 at Page 89 in the office of the Clerk and Recorder of Pitkin County, Colorado, the "Operation Agreement") without the prior written approval and consent of Grantor, which approval shall not be unreasonably withheld. Grantor shall have the right of architectural review as to all improvements and structures except for those improvements and structures delineated on the Development Plan.

4. Reserved Rights of Grantor. Grantor, for itself, its successors and assigns excepts and reserves:

a. the right to construct, install, maintain and use suitable access roads to all development areas on or in the vicinity of the Ski Easements, provided that such access roads shall not be constructed, installed or maintained in such locations or manner nor used at such times or in such ways as will unduly interfere with or create unreasonable

hazards for the continued use of the Ski Easements for skiing purposes as set out in Paragraph 2 hereof, and further provided that access roads which cross ski trails and which are used for vehicular traffic during the skiing season shall not be constructed on the surface of the ski trails but shall be elevated above, or tunneled beneath, the surface of ski trails.

b. the right to install utilities, and utility related facilities over, upon, across or beneath the surface of the Ski Easements, without the prior written approval of Grantee, provided, however, that Grantor shall use its best efforts to ensure that the installation of the utilities and the restoration of the surface of the affected Ski Easement is conducted in a manner which will not materially interfere with Grantee's right to use the Ski Easements as provided in Paragraph 2 hereof.

c. the right to do all things necessary to fulfill Grantor's rights and obligations under the Development Plan. Grantor shall use its best efforts to ensure that activities taken pursuant to the Development Plan will not materially interfere with Grantee's right to use the Ski Easements as provided in Paragraph 2 hereof.

d. the right to construct, erect or place any permanent or temporary buildings, structures or other improvements which are not delineated in the Development Plan, with the prior written consent of Grantee, which consent shall not be unreasonably withheld.

e. notwithstanding the provisions of this Paragraph 4, prior to granting any easement over, upon, across or beneath the surface of the Ski Easements, Grantor shall send to Grantee a copy of the proposed easement, which Grantee shall review to determine if such easement will materially interfere with Grantee's right to use the Ski Easements as provided in Paragraph 2 hereof. Grantee shall have thirty (30) days from the date of the sending of the easement to consent to such easement, and Grantee's consent may not be unreasonably withheld. Failure of Grantee to send written objection to Grantor with respect to the easement within the thirty (30) day period shall be deemed as the consent of the Grantee to the easement.

5. Limitation on Use. Grantee may use the Ski Easements for the purposes set forth in Paragraph 2 hereof during the annually published ski season. In addition, Grantee may use the Ski Easements for the purposes set forth in Paragraph 2 hereof on days outside of the annually published ski season, weather permitting. At all other times, Grantee may use the Ski Easements for the sole purpose of maintaining the trails, the ski lift and related facilities.

AUG 22 '96 12:24 ISAACSON ROSENBAUM DENVER

6. Successors and Assigns. This Agreement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, including, but not limited to, those persons acquiring lots from Grantor.

7. Taxes. Grantor shall be responsible for all real estate taxes (including special assessments) assessed on the Ski Easements. Grantee shall be responsible for all taxes or assessments levied against the improvements placed on the Ski Easements (including, but not limited to, the lift, buildings, building sites, fixtures and equipment), or the use of the Ski Easements.

8. Restriction on Construction. Except as provided in Paragraph 4 (a) and (b) above, no improvements to the surface of any nature including, but not by way of limitation, buildings landscaping, cribbing, decorative and/or water control swales or channels, berms or walkways shall be permitted to enter upon any Ski Easement except as shall hereafter be mutually reasonably agreed to in writing by Grantee and Grantor.

9. Termination. Notwithstanding the use of the word "perpetual" in the granting clause hereof, in the event that the use of the Ski Easements for skiing purposes is abandoned, this Ski Easement Agreement shall terminate and the interest and estate of Grantee its successors or assigns in the Ski Easements shall revert to the then fee owner of the land encumbered by the Ski Easements.

10. Amendment. This Ski Easement Agreement shall not be amended except by the written consent of the parties. If the Operating Agreement is assigned to the Homeowners' Association (as such term is defined in the Operation Agreement), thereafter, the provisions of this Ski Easement Agreement may only be amended by the written consent of Grantee and the requisite corporate action of the Homeowners' Association which in no event shall require more than a majority vote of the members present at a meeting called for such purpose.

11. Grantor Warranty. Grantor warrants title to the Ski Easements (i) against all liens and encumbrances securing payment of money, except for current general real estate taxes not yet due and payable, and (ii) against all persons claiming under Grantor, subject to those reservations, exceptions, easements and restrictions set forth on the Development Plan.

AUG 22 '96 12:05 ISAACSON ROSENBAUM DENVER

IN WITNESS WHEREOF this Ski Easement Agreement was executed this 4th day of April, 1995.

SNOWMASS LAND COMPANY, an Illinois general partnership

By _____

Its attorney-in-fact

ASPEN SKIING COMPANY, a Colorado general partnership

By: MKDG III/MKDG IV Partnership, a Colorado general partnership, General Partner

By: MKDG III Aspen, Inc., a Delaware corporation, General Partner

By _____

Its Vice President

390998 03/19/96 03:07P PG 1 OF 5 REC DOC UCC
SILVIA DAVIS PITKIN COUNTY CLERK & RECORDER 26.00

SUBORDINATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned BURNT MOUNTAIN CORPORATION, a Nevada corporation, as Mortgagee under that certain Mortgage recorded September 23, 1988, in Book 573 at Page 955 of the records of the Clerk and Recorder of Pitkin County, Colorado (the "Mortgage"), hereby consents to the execution of the foregoing Ski Easement Agreement (the "Ski Easement"), subordinates the lien of the Mortgage to the Ski Easement, agrees that any foreclosure of the Mortgage shall not adversely affect the existence or continuing validity of the Ski Easement, which Ski Easement shall run with the land and remain in full force and effect as if such Easement were delivered and recorded prior to the delivery and recording of the Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Subordination this 1st day of May, 1995.

ATTEST:

Joseph Russo
Title: Assistant Secretary

BURNT MOUNTAIN CORPORATION, a Nevada corporation

By Robert E. Angelica
Title: Vice President

STATE OF New Jersey)
) ss.
COUNTY OF Union)

The foregoing instrument was acknowledged before me this 1st day of May, 1995, by Robert Angelica as Vice President and by Joseph Russo as Assistant Secretary of BURNT MOUNTAIN CORPORATION, a Nevada corporation.

Witness my hand and official seal.

My commissions expires: 12/30/96

UDAY R. SHAH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 30, 1996

Notary Public

403955

AUG 22 '96 12:07 ISAACSON ROSENBAUM DENVER P.8

EXHIBIT A

PARCEL A:

A description of the Aspen Skiing Company Ski Trail Easement located in East Village Planned Unit Development, Town of Snowmass Village, Pitkin County, Colorado, for Snowmass Land Company.

All of that "Aspen Skiing Company Ski Trail Easement" located in East Village Planned Unit Development, a Subdivision in the County of Pitkin, State of Colorado, according to the recorded plat thereof, as said "Aspen Skiing Company Ski Trail Easement" is generally depicted on the recorded plat of said East Village Planned Unit Development, and a portion of Two Creeks Drive in said East Village Planned Unit Development being more particularly described as follows:

Commencing at Corner No. 4 of Government Tract 38, being a part of Section 36, Township 9 South, Range 86 West of the 6th P.M., Section 1, Township 10 South, Range 86 West of the 6th P.M. and Section 6, Township 10 South, Range 85 West of the 6th P.M., from which Corner No. 3 of said Government Tract 38 bears South 89°59'16" West, 3,963.16 feet;
thence North 58°26'42" East, 1,257.45 feet to the Southeast Corner of Parcel D in said East Village Planned Unit Development, the Northerly line of said "Aspen Skiing Company Ski Trail Easement" and the True Point of Beginning;

The following courses and distances are along the exterior lines of said "Aspen Skiing Company Ski Trail Easement":
thence South 86°31'08" East, 120.23 feet;
thence South 64°31'08" East, 135.03 feet;
thence South 26°33'28" West, 129.65 feet;
thence South 13°06'08" East, 317.30 feet;
thence South 18°51'16" West, 606.31 feet;
thence South 73°40'43" West, 161.37 feet;
thence South 23°43'38" West, 366.95 feet;
thence South 10°30'09" West, 210.27 feet;
thence South 03°48'17" West, 139.31 feet;
thence South 10°59'00" West, 300.00 feet;
thence South 01°51'44" West, 306.54 feet;
thence South 12°06'46" West, 375.93 feet;
thence South 24°23'55" West, 793.02 feet to the North line of the National Forest Permit Boundary as shown on Exhibit A - Snowmass Ski Area, revised August 27, 1986;
thence South 88°53'40" West, 77.44 feet along the North line of said National Forest Permit Boundary;
thence South 88°45'50" West, 399.78 feet along the North line of said National Forest Permit Boundary;

thence leaving the exterior line of said "Aspen Skiing Company Ski Trail Easement" as depicted on said plat of East Village Planned Unit Development and continuing across the right-of-way of said Two Creeks Drive, North 61°17'43" East, 50.31 feet to the Northeasterly right-of-way line of said Two Creeks Drive and a Southwesterly Corner of said "Aspen Skiing Company Ski Trail Easement" as depicted on said plat of East Village Planned Unit Development;

The following courses and distances are along the exterior lines of said "Aspen Skiing Company Ski Trail Easement":
thence North 57°04'40" East, 725.53 feet;
thence North 34°18'37" East, 238.01 feet;
thence Northeasterly, 313.98 feet along the arc of a curve concave to the Northwest, said arc having a radius of 375.00 feet, a central angle of 47°58'22" and being subtended by a chord that bears North 53°56'55" East, 304.89 feet;
thence North 40°44'08" East, 348.57 feet;
thence North 09°36'49" East, 288.19 feet;
thence North 27°28'41" East, 248.30 feet;
thence North 16°32'14" East, 144.82 feet;
thence North 44°07'19" East, 302.93 feet;
thence South 86°31'08" East, 95.71 feet to the True Point of Beginning.

PARCEL B:

A description of the Aspen Skiing Company Ski Lift Easement located in East Village Planned Unit Development, Town of Snowmass Village, Pitkin County, Colorado, for Snowmass Land Company.

All of that "Aspen Skiing Company Ski Lift Easement" located in East Village Planned Unit Development, a Subdivision in the County of Pitkin, State of Colorado, according to the recorded plat thereof, as said "Aspen Skiing Company Ski Lift Easement" is shown on the recorded plat of said East Village Planned Unit Development, also being described as follows:

Commencing at Corner No. 4 of Government Tract 38, being a part of Section 36, Township 9 South, Range 86 West of the 6th P.M., Section 1, Township 10 South, Range 86 West of the 6th P.M. and Section 6, Township 10 South, Range 85 West of the 6th P.M., from which Corner No. 3 of said Government Tract 38 bears South 89°59'16" West, 3,963.16 feet:
thence North 58°26'42" East, 1,257.45 feet to the Southeast Corner of Parcel D in said East Village Planned Unit Development;
thence South 86°31'08" East, 120.23 feet along a Northerly line of Parcel A, Lot 3 in said East Village Planned Unit Development to a Northeast Corner thereof;
thence South 64°31'08" East, 55.02 feet along a Northerly line of Parcel A, Lot 4 in said East Village Planned Unit Development to the most Northerly Corner of said "Aspen Skiing Company Ski Lift Easement" and the True Point of Beginning;

thence South 64°31'08" East, 80.01 feet along the Northeasterly line of said "Aspen Skiing Company Ski Lift Easement" to the most Easterly Corner thereof;

thence South 26°33'28" West, 3,836.41 feet along the Southeasterly line of said "Aspen Skiing Company Ski Lift Easement" to the Southeast Corner thereof and the North line of the National Forest Permit Boundary as shown on Exhibit A - Snowmass Ski Area, revised August 27, 1986;

thence South 88°45'50" West, 90.43 feet along the South line of said "Aspen Skiing Company Ski Lift Easement" and along the North line of said National Forest Permit Boundary to the Southwest Corner thereof;

thence North 26°33'28" East, 3,877.07 feet along the Northwesterly line of said "Aspen Skiing Company Ski Lift Easement" to the True Point of Beginning.

AMENDMENT TO AGREEMENT FOR OPERATION OF EAST VILLAGE AND TO SKI EASEMENT AGREEMENT

THIS **AMENDMENT TO AGREEMENT FOR OPERATION OF EAST VILLAGE AND TO SKI EASEMENT AGREEMENT** ("Amendment") made and entered into this _____ day of October, 1996 by and between ASPEN SKIING COMPANY, L.L.C., a Colorado limited liability company ("ASC"), and SNOWMASS LAND COMPANY, an Illinois general partnership ("SLC").

RECITATIONS

A. On the 4th day of April, 1996, the parties entered into the following agreements: (i) Agreement for the Operation of East Village recorded in Book 778 at Page 89 ("Operation Agreement"); and (ii) Ski Easement Agreement recorded under Reception No. 390997 ("Easement"). Both the Operation Agreement and the Easement shall collectively be referred to as the "Agreements." Both Agreements were recorded in the real estate records of Pitkin County, Colorado.

B. The parties desire to amend the Agreements to add an additional Ski Trail Easement located in the Two Creeks Subdivision in Snowmass Village, Colorado.

WITNESSETH

NOW, THEREFORE, in consideration of the undertakings herein contained, which constitute a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitations. The above recitations are true and correct.

2. Defined Terms. Capitalized terms not defined in this Amendment shall have the definitions ascribed to them in the Agreements.

3. Grant of Additional Easement. SLC hereby grants and conveys to ASC a perpetual, non-exclusive easement which easement shall constitute an additional Ski Trail Easement as per the legal description attached hereto and made a part hereof as Exhibit "A," which conveyance is subject to all of the terms, conditions, obligations and covenants contained in both Agreements.

4. Acceptance of Additional Easement. ASC hereby accepts the grant of the additional Ski Trail Easement granted in paragraph 3 above and agrees that such grant is subject to all of the terms, conditions, obligations and covenants contained in both Agreements and that ASC agrees to fulfill all of its obligations pursuant to the Agreements in connection with such additional Ski Trail Easement.

5. Amendment. Both the Operation Agreement and Easement are hereby amended to include the Ski Trail Easement granted in paragraph 3 above.

5. Effect. Except as amended by virtue of this Amendment, the Operation Agreement and the Easement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

ASPEN SKIING COMPANY, L.L.C., a Colorado limited liability company

By: Bell Mountain Partners Limited Partnership, an Illinois limited partnership, Manager, by

By: Bell Highlands Corporation, an Illinois corporation, General Partner,

By: _____
James S. Crown, Vice President

SNOWMASS LAND COMPANY, an Illinois general partnership

By: _____
James F. Wells as its Attorney-in-Fact, pursuant to Power of Attorney recorded under Reception No. 392673 in the office of the clerk and recorder of Pitkin County, Colorado

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing Amendment was acknowledged before me this _____ day of October, 1996 by James S. Crown, Vice President of Bell Highlands Corporation, an Illinois corporation, General Partner of Bell Mountain Partners Limited Partnership, an Illinois limited partnership, Manager of Aspen Skiing Company, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing Amendment was acknowledged before me this _____ day of October, 1996 by James F. Wells as Attorney-in-Fact for Snowmass Land Company, a Illinois general partnership.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

Chen Northern, Inc.

Consulting Engineers and Scientists

5080 Road 154
Glenwood Springs, Colorado 81601

303 945-7458
303 945-2363 Facsimile

SUMMARY SOIL REPORT

Project: Two Creeks/The Pines — Job No. 4 343 90

Client: Snowmass Land Company — April 1994

Proposed Construction: Single and multi family residences serviced by asphalt surface roads.

Reference: This is a brief summary from Chen-Northern, Inc. reports, Job No. 4 343 90 and 4 343 90 1, dated January 4, 1991 and January 9, 1993 respectively. This letter is to provide general information for the prospective owner and is not for construction or design. The complete reports should be referenced for other uses.

Subsoil Conditions: Subsurface exploration for the site improvement design indicates the subsoils in the lower lying valley and meadow areas typically consist of gravel and gravelly clays. In the upland wooded areas the subsoils typically consist of shaley clay soils or claystone bedrock. Man-placed fill was encountered in the multi-family housing areas near the north side of the project. Groundwater level is relatively shallow in the lower portions of the site. The laboratory tests performed on soil and bedrock samples from the project area indicate the clays and claystone at typical footing bearing levels have nil to high swell potential as defined below. The gravels and gravelly clays will have low settlement potential.

Volume change	Swell Pressure	Swell Potential
More than 10%	More than 20,000 psf	Very High
3% - 10%	5,000 - 20,000 psf	High
1% - 5%	1,000 - 5,000 psf	Medium
Less than 1%	Less than 1,000 psf	Low

Foundation Recommendations: Spread footings placed on natural soils and designed for an allowable soil bearing pressure of 2000 psf to 4000 psf. A minimum dead load pressure on the footings or possibly drilled piers in some areas could be needed to mitigate swell potential.

Underdrain System: Foundation underdrains should be installed around all below grade structures. The underdrain system should consist of a perforated pipe placed in a gravel filled trench around the perimeter of the crawl space, basements and retaining walls. Area intercept trench drains may be needed in shallow groundwater areas.

Surface Drainage and Grading: The area around the foundation should be graded to slope away from the building in all directions.

Expansive Soils: Expansive soils and bedrock possess mineral constituents and physical properties which cause volume change with changes in moisture. The behavior and occurrence of expansive soils are complex and not fully understood. They are stable at their natural moisture content but can expand with an increase in moisture or shrink with a decrease in moisture. Expansive soils and bedrock occur in the area. The soils and bedrock and moisture conditions on any particular site can change erratically resulting in conditions which cannot be precisely measured or predicted.

The risk of distress to construction of this site appears low with proper engineering and construction. The recommendations for foundations, floor slabs and drainage presented in this report are based on the scope of the study and the current state of practice in this area. The performance of the building will depend to a large extent on, proper maintenance after construction and following the recommendations presented in our reports. Any distress noted in the building should be brought to the attention of a professional.

AGREEMENT TO BUILD LIFTS IN THE PINES

THIS **AGREEMENT TO BUILD LIFTS IN THE PINES** ("Agreement") is entered into this 28TH day of OCTOBER, 1996 by and between the SNOWMASS LAND COMPANY, an Illinois general partnership ("SLC"), and THE PINES - EAST VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Colorado non-profit corporation ("Association"), for the use and benefit of the owners of various lots located in Parcel G - The Pines ("Lot Owners").

RECITATIONS

A. SLC is the developer of the fifty-one (51) residential lots located in Parcel G - The Pines, East Village P.U.D. according to the Plat ("Plat") thereof recorded on October 14, 1994 in Plat Book 75 at Pages 54 through 59 in the real estate records of Pitkin County, Colorado (the "Subdivision").

B. SLC intends to construct ski lifts for the use and benefit of the Lot Owners in the Subdivision, and for the use by certain of the owners of the townhomes located in an adjoining development known as "Owl Creek Homes."

C. SLC is entering into this Agreement for purposes of memorializing its obligation to construct the ski lifts.

WITNESSETH

NOW, THEREFORE, in consideration of the undertakings herein contained, which constitute a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SLC agrees as follows:

1. Recitations. The above recitations are true and correct.

2. The Ski Lifts. SLC agrees to construct ski lifts for the benefit of the Lot Owners in the Subdivision on the location shown on the Plat and designated as "Ski Trail No. 2 Easement" ("Ski Trail Easement"). In the exercise of SLC's sole and absolute discretion, either one or two ski lifts shall be constructed within the Subdivision and on the Ski Trail Easement. An additional ski lift shall be located in Parcel F - Lot 1, East Village P.U.D. according to the Plat on the Ski Trail Easement reserved therein. In addition, SLC reserves the right, in the exercise of its sole and absolute discretion, to locate the ski lifts and/or, if necessary, to relocate the Ski Trail

Easement. The ski lift to be located on Parcel F - Lot 1 shall be a surface ski lift, i.e., a Poma-type. The exact type of ski lift(s) to be constructed in the Subdivision have not yet been determined, but shall be a surface ski lift, i.e., a poma-type and/or an incline elevator lift, or a chair lift. When the exact type of ski lift has been determined, this Agreement shall be amended. Title to the ski lifts, when constructed, shall be conveyed to the Association who shall be obligated to maintain and operate the ski lifts. SLC anticipates that the ski lifts shall be fully operational for the start of the 1997/1998 ski season, but no later than the start of the 1998/1999 ski season.

3. Use of the Ski Lifts by Owl Creek Homes. Ten (10) of the homes to be constructed in the adjoining Subdivision, Owl Creek Homes located on Parcel H, East Village P.U.D. according to the Plat, are entitled to use the ski lifts and are obligated to pay a pro-rata share of the expenses involved in their operation and maintenance.

4. Security for Obligation to Construct Ski Lifts. SLC, as security for the obligations contained in this Agreement to construct the ski lifts, shall execute a mortgage ("Mortgage") encumbering certain real property it owns in Snowmass Village, Colorado. The Mortgage shall provide security to ensure to the Association that SLC fulfills its obligations contained in this Agreement. In the event construction of the ski lifts has not commenced by the 15th day of December, 1998, then this Agreement shall be deemed in default, the Association shall be entitled to institute legal proceedings for the sole and only purpose of specifically enforcing SLC's obligations hereunder, which right of specific performance shall constitute the Association's and the Lot Owner's sole cause of action against SLC. The Association and the Lot Owners shall not be entitled to any damages of any nature whatsoever other than the reimbursement of costs and attorneys' fees necessary in order to specifically enforce the provisions of this Agreement. All of the preceding obligations to be secured by the Mortgage.

5. Miscellaneous.

a. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

b. Applicable Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

c. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior understandings, agreements, negotiations

and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.

d. Remedies. The only remedy provided in this Agreement in the event of any breach or default by SLC is the remedy of specific performance and the Association, for itself and for the benefit of the Lot Owners, waive any right to damages of any nature whatsoever in the event of any default or breach by SLC of its obligations hereunder.

e. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if knowledge thereof exists, shall not affect the right of such party to require the performance of that provision or to exercise any right, power or remedy against any other party and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continued or succeeding breach of such provision, or a waiver of the provision, or a waiver of any right, power or remedy under this Agreement.

f. Further Assurances. Each of the parties agree to execute, acknowledge, deliver, file, and record, or cause to be executed, acknowledged, delivered, filed and recorded, such further instruments and documents, and such certificates, and to do all things and acts as the other party may reasonably require in order to carry out the intentions of this Agreement and the transaction contemplated hereby.

g. Construction. No provision of this Agreement shall be construed against, or interpreted to, the disadvantage of any party by reason of such party having, or requesting that the provision be drafted, required or structured. It is the intention of the parties that the party who employed the scrivener to prepare this Agreement shall not be prejudiced by virtue of such act, nor shall this Agreement be construed against such party by virtue of its actions in retaining the scrivener.

h. Attorneys' Fees. In the event of any action for breach of, to enforce the provisions of, or otherwise involving this Agreement, the court in such action shall award a reasonable sum as attorneys' fees to the party who, in light of the issues litigated and the court's decision on those issued, was the prevailing party in the action. If a party voluntarily dismisses an action, a reasonable sum as attorneys' fees shall be awarded to the other party.

i. Facsimile Transmissions. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein. However, the parties each agree to promptly return an original, duly executed counterpart of this Agreement following the delivery of a telecopied facsimile thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SLC:

SNOWMASS LAND COMPANY, an Illinois general partnership

By: _____

James F. Wells as its Attorney-In-Fact, pursuant to Power of Attorney recorded under Reception No. 392673 in the office of the clerk and recorder of Pitkin County, Colorado

ASSOCIATION:

THE PINES - EAST VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Colorado non-profit corporation

By: _____

Recorded at _____ o'clock _____ M.. _____
Reception No. _____ _____ Recorder

MORTGAGE DEED

THIS INDENTURE, Made this day of 19 , between
SNOWMASS LAND COMPANY, an Illinois general partnership,
of the *County of Pitkin
and State of Colorado , Mortgagor, and
THE PINES - EAST VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Colorado non-profit corporation,
of the County of Pitkin
and State of Colorado , Mortgagee,
whose legal address is P.O. Box 6119, Snowmass Village, Colorado 81615-6119

WITNESSETH:

That the Mortgagor, for and in consideration of the sum of Ten Dollars, to it in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Mortgagee its successors and assigns, the following described parcel of land situate, lying and being in the County of Pitkin and State of Colorado, to wit:

Pursuant to the legal description attached hereto as Exhibit "A" and made a part hereof.

also known by street and number as:

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging forever: Provided always, that if the Mortgagor its successors and assigns fully performs it obligations contained in that certain Agreement to Build Lifts in The Pines entered into contemporaneously herewith.

and shall in the meantime keep and perform the covenants and agreements herein contained, then these presents shall be null and void, otherwise remain in full force and effect.

That the Mortgagor, for itself, its successors and assigns for the consideration aforesaid, covenants and agrees to and with the Mortgagee, its successors and assigns, that it holds the said premises by title in fee simple; that the same are free and clear of all liens and encumbrances, except those certain deeds of trust intended to secure the Mortgagor's obligations pursuant to subdivision improvement agreements for the Two Creeks and Pines Subdivisions with the Town of Snowmass Village.

that the Mortgagor will pay in due season all taxes and assessments levied on said premises, and will keep the buildings now and hereafter erected thereon insured, for the benefit of the Mortgagee, its successors and assigns; that it will pay the costs and attorney's fees incurred by the Mortgagee, its successors and assigns in any foreclosure action, other suit or proceeding, by reason hereof; and that upon default in the payment of said agreement or any part thereof, or upon the breach of any of the covenants or agreements herein contained; this mortgage may be forthwith foreclosed.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Mortgagor has executed this deed on the date set forth above.

SNOWMASS LAND COMPANY, an Illinois general partnership

By: [signature]
James F. Wells, Attorney-in-Fact, pursuant to Power of Attorney recorded under Reception No. 392673 in the office of the clerk and recorder of Pitkin County, Colorado

STATE OF COLORADO,
County of Pitkin } ss.

The foregoing instrument was acknowledged before me this day of , 19 , by James F. Wells, Attorney-in-Fact for Snowmass Land Company, an Illinois general partnership.

My commission expires 9/27/2000 . Witness my hand and official seal.

Aleta Laria Randall
Notary Public

*If in Denver, insert "City and "

Copyright 1986

EXHIBIT A

PARCEL 1:

BASE VILLAGE SUBDIVISION, according to the Plat thereof recorded September 1, 1983 in Plat Book 15 at Page 27.

LESS and except Parcel A and that portion conveyed in Deed recorded April 30, 1975 in Book 298 at Page 236, and further less and except that portion as conveyed by Deed recorded October 12, 1971 in Book 258 at Page 514 and further less and except any portion as dedicated as public roads, streets, alleys or easements as shown on the recorded Plat thereof.

PARCEL 2:

THE COURT AT ALPINE SPRINGS, according to the Plat thereof recorded in Plat Book 16 at Page 7.