

STORMWATER FACILITIES AND ACCESS EASEMENT AGREEMENT
(Ski Hill Subdivision Replat Parcel D Gondola Relocation)

THIS STORMWATER FACILITIES AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 10 day of NOVEMBER, 2022, by and between STEAMBOAT SKI & RESORT CORPORATION, a Delaware limited liability company (hereafter referred to as "Grantor"), and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (hereafter referred to as "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Steamboat Springs, Colorado, and legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantor desires to convey to Grantee a stormwater facilities and access easement within the Property for the inspection and maintenance of certain storm water facilities (the "Stormwater Facilities") in connection with the project known as Ski Hill Subdivision Replat Parcel D Gondola Relocation (the "Project") which was approved by the City and which is identified in the City records under DPA-20-08 (the "City Approval").

WHEREAS, the Stormwater Facilities shall be constructed, operated and maintained, unless otherwise provided for herein, by Grantor pursuant to the City Approval; and

WHEREAS, conveyance of the easement contained in this Agreement is a condition of the City approval; and

WHEREAS, Grantee desires to accept said easement under the terms, conditions and agreements specified herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **EASEMENT DESCRIPTION.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") for access, ingress and egress to the Stormwater Facilities, once constructed, for purposes of inspection and maintenance of the Drainage Facilities on and under a portion of the Property legally described and graphically depicted in Exhibit B attached hereto (the "Easement Area").
2. **EASEMENT PURPOSE.** The Easement shall be used solely for access by Grantee and its agents to the Drainage Facilities, once constructed, for the purpose of inspecting said facilities for compliance with Grantee's Engineering Standards relating to the Drainage Facilities and for the performance by Grantee or its agents of remedial maintenance work if necessary due to Grantor's failure to maintain the Drainage Facilities pursuant to Section 3 below. To this end, the conveyance includes all rights and privileges as are necessary or incidental to the reasonable and proper uses of the Easement in, upon, over, and across the Easement Area.

3. **MAINTENANCE.** Maintenance and repair of the Drainage Facilities, once constructed, shall be the responsibility of Grantor and Grantor's successors. Should Grantee need to enter to repair and/or maintain the drainage facilities owing to the failure of Grantor or its successors to adequately maintain and repair the drainage facilities, Grantor or its successors shall be liable to Grantee for Grantee's costs and shall remit the same within thirty (30) days of a payment request by Grantee.
4. **NON-EXCLUSIVE USE.** The Easement grant is not exclusive, and Grantor may permit other uses and grant other easements in, on or under the Easement Area, provided that such other uses and easements shall not materially interfere with the use by Grantee of the Easement granted herein.
5. **OBSTRUCTIONS.** Grantor agrees not to materially obstruct, impede or interfere with the Easement, provided, however, Grantor may restrict access to the Easement for maintenance, repair and construction, which shall be undertaken in a timely manner and which closure shall be for the shortest reasonable period of time. As of the date hereof, the City has approved of the plans and construction drawings for the Project and the improvements shown thereon shall not be deemed to be in violation of the terms of this section.
6. **LIABILITY AND IMMUNITIES.** Grantee's covenant to indemnify hereunder, if any (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in C.R.S. Section 24-10-114, as those may be amended from time to time, and (c) shall only be effective if Grantee's obligation to indemnify is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as Grantee's general liability carrier. The parties acknowledge that a purported indemnification by Grantee may violate the state constitution and be an ultra vires act. In consideration of the rights granted herein, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its members, agents, and their respective employees, successors and assigns, from and against any and all claims, liabilities, losses, disputes, causes of actions, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or due to Grantee's use of the Easement or other rights granted hereunder.
7. **BINDING EFFECT – RUNS WITH LAND.** The Easement and the terms, conditions and covenants contained herein, shall run with the land and shall be binding upon Grantor and any successors in title of Grantor or its assigns or heirs and shall inure for the benefit of Grantee.
8. **WHOLE AGREEMENT.** It is expressly agreed that this Agreement contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the Easement. The covenants and agreements herein contained are for the benefit of Grantor and Grantee only and do not create any obligations, duties, or benefits to persons not party hereto.

9. SEVERABILITY. If any of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of other provisions of this Agreement or the Agreement as a whole shall remain unaffected.
10. TITLE. Grantor warrants that title to the Property encumbered hereby is in the name of Grantor, and further warrants that said title is good and sufficient against all the world, subject to all reservations, restrictions, and encumbrances of record, and is covered by a general owner's title insurance policy.
11. JURISDICTION. This Agreement shall be construed and governed by the laws of the State of Colorado.
12. RECORDING. This Agreement shall be recorded in the Office of the Clerk and Recorder of Routt County, Colorado (the "Recorder's Office"), by either party, upon full execution.
13. AMENDMENT, MODIFICATION OR TERMINATION. This Agreement, its terms, provisions, conditions, representation, and covenants, and the rights and easement created hereby may not be amended, modified or terminated except by a written instrument executed by all parties hereto. The parties agree to the appropriately modify or terminate this Agreement if the Drainage Facilities are with the written approval of Grantee relocated, modified or removed. No relocation or amendment of this Agreement shall require approval of the City by ordinance. Any modification or termination of this Agreement shall be recorded in the Recorder's Office.
14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
15. EXHIBITS. All exhibits attached hereto are incorporated herein by reference.
16. NOTICES. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered; mailed by registered or certified mail, return receipt requested; delivered by overnight delivery service such as Federal Express or United Parcel Service; or by electronic transmission, return receipt requested. Service of such notice shall be deemed given and received when personally delivered; or three business days after mailing, properly addressed with postage prepaid; or the day following the delivery to an overnight delivery service with delivery charges prepaid; or the day sent by electronic transmission, and upon notice of receipt. All notices shall be given to the required party at the following address:

If to the City: Gary Suiter, City Manager
City of Steamboat Springs
137 10th Street
Steamboat Springs, CO 80487
E-mail: gsuiter@steamboatsprings.net

With a copy to: Dan Foote, City Attorney
City of Steamboat Springs
137 10th Street
Steamboat Springs, CO 80487
E-mail: dfoote@steamboatsprings.net

If to SSRC: Steamboat Ski & Resort Corporation
c/o Jim Schneider, VP
Planning & Development
2305 Mt. Werner Circle
Steamboat Springs, CO 80487
E-mail: jschneider@steamboat.com

With a copy to: Alterra Mountain Company
Attn: Chief Legal Officer
3501 Wazee Street, Suite 400
Denver, CO 80216
Email: legal@alterramtnco.com

Any party may change its address by giving written notice of a change of address to the other parties in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

[Signatures on following pages]

GRANTOR:

STEAMBOAT SKI & RESORT
CORPORATION

By: _____

Roger Levanduski, Vice President Finance

STATE OF COLORADO)

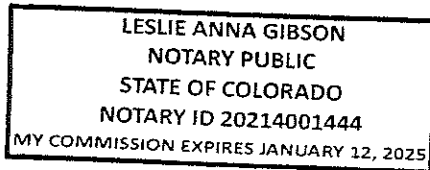
) ss.

COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10 day of NOVEMBER, 2022,
by Roger Levanduski as Vice President Finance of STEAMBOAT SKI & RESORT
CORPORATION.

WITNESS my hand and official seal.

(S T A M P)



Notary Public

My commission expires: _____

11/12/2025

EXHIBIT A
TO
STORMWATER FACILITIES AND ACCESS EASEMENT AGREEMENT
(Ski Hill Subdivision Replat D Gondola Relocation)

LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D, AS RECORDED UNDER
RECEPTION NO. 817319 AND IN FILE NO. 14469 IN THE ROUTT COUNTY
RECORDS.

PROPERTY DESCRIPTION

DRAINAGE EASEMENT

A DRAINAGE EASEMENT OVER AND ACROSS A PORTION OF LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D, AS RECORDED UNDER RECEPTION NO. 817319 AND IN FILE NO. 14469 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE NW1/4 SECTION 27, TOWNSHIP 6 NORTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN; CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTH END BY A 2" BRASS CAP IN CONCRETE SET AS 40.25 FOOT WITNESS CORNER ON SECTION LINE TO NORTH, AND ON THE NORTH END BY A 2" IRON POST WITH 3" BRASS CAP STAMPED NAI LS 12093, BEARING S01°46'00"W BASED ON THE NAD83(2011) COLORADO NORTH ZONE COORDINATE SYSTEM.

COMMENCING AT THE NW CORNER OF SAID SECTION 27; THENCE S51°05'05"E, A DISTANCE OF 872.21 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT STORM SEWER EASEMENT DESCRIBED IN RECEPTION NO. 699296 IN THE ROUTT COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING;
THENCE S72°48'35"E, A DISTANCE OF 45.55 FEET;
THENCE S17°11'25"W, A DISTANCE OF 35.00 FEET;
THENCE N72°48'35"W, A DISTANCE OF 45.55 FEET TO A POINT ON SAID EASTERLY BOUNDARY OF THAT STORM SEWER EASEMENT DESCRIBED IN RECEPTION NO. 699296;
THENCE N17°11'25"E, ALONG SAID EASTERLY BOUNDARY OF THAT STORM SEWER EASEMENT DESCRIBED IN RECEPTION NO. 699296, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,594 SQUARE FEET.

SURVEYORS STATEMENT

I, JEFFRY A. GUSTAFSON, A LICENSED SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE AND BELIEF, ARE CORRECT.

JEFFRY A. GUSTAFSON, LICENSED LAND SURVEYOR
COLORADO LS NO. 29039
FOR AND ON BEHALF OF LANDMARK CONSULTANTS, INC.
STEAMBOAT SPRINGS, CO 80477



www.landmark-co.com

PROJECT: 1012-052

DATE: 10/06/22

DRAWN BY: BC

CHECKED BY: JAG

EXHIBIT

DRAINAGE EASEMENT

LOCATED IN LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D;
IN THE NW1/4 SECTION 27, T6N, R84W, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

1

Of 2 Sheets

EXHIBIT B
TO
STORMWATER FACILITIES AND ACCESS EASEMENT AGREEMENT
(Ski Hill Subdivision Replat D Gondola Relocation)

POINT OF
COMMENCEMENT
NW CORNER, SECTION 27,
T6N, R84W, 6TH P.M.
2" IRON POST W/ 3" BRASS
CAP STAMPED NAILS
12093

SECTION 22
SECTION 27

BASIS OF
BEARINGS

2644.76'

S01° 46' 00"W

S51° 05' 05"E

S12° 20'

STORM SEWER &
ACCESS AND
MAINTENANCE
EASEMENT
RECEPTION NO. 699296

LOT 2,
SKI HILL SUBDIVISION,
REPLAT OF PARCEL D
RECEPTION NO. 817319
FILE NO. 14469

N17° 11' 25"E
35.00'

POINT OF
BEGINNING

S72° 48' 35"E
45.55'

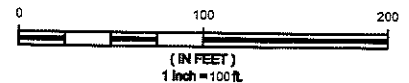
DRAINAGE EASEMENT
1,594 SQUARE FEET±

S17° 11' 25"W
35.00'

N72° 48' 35"W
45.55'

W1/4 CORNER, SECTION 27,
T6N, R84W, 6TH P.M.
2" BRASS CAP STAMPED LS
13221 AT 40.25' WITNESS
CORNER ON SECTION LINE
TO NORTH

NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.



www.landmark-co.com

PROJECT: 1012-052

DATE: 10/06/22

DRAWN BY: BC

CHECKED BY: JAG

EXHIBIT DRAINAGE EASEMENT

LOCATED IN LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D;
IN THE NW1/4 SECTION 27, T6N, R84W, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

2

Of 2 Sheets