

After Recording, Return to:
Jill A. Brabec, Esq.
The Law Office of Jill A. Brabec, P.C.
PO Box 881374
721 Oak St. Suite 202
Steamboat Springs, CO 80488

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IMPROVEMENTS EASEMENT AGREEMENT

THIS IMPROVEMENTS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 25th day of April, 2016 by and between DB BEAR PAW, LLC, a Delaware limited liability company ("Grantor"), and EDMONT CONDOMINIUM ASSOCIATION, INC., a Colorado non-profit corporation ("Grantee").

WHEREAS, Grantee is the condominium association for the Edgemont Condominium created pursuant to that certain Condominium Declaration of Edgemont Condominium recorded on December 16, 2009 at Reception No. 694321 ("Condominium"); and

WHEREAS, certain improvements of the Condominium, including without limitation, portions of the pool area, patio, landscaping and fence ("Improvements") are situated on real property owned by Grantor as more particularly described on EXHIBIT A attached hereto and incorporated herein ("Easement Property"); and

WHEREAS, the parties desire to provide for an easement on, over and across the Easement Property for the Improvements and for maintenance, repair and replacement thereof.

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for the use and benefit of Grantee and its members, agents, tenants, guests and invitees, an exclusive, irrevocable, perpetual easement on, over and across the Easement Property for the purposes set forth herein ("Improvements Easement").

2. Permitted Uses. The parties hereby agree and acknowledge that the Improvements Easement shall be used for the purposes of maintaining, repairing, replacing, improving and using the Improvements and using, repairing, replacing, maintaining, improving and/or constructing additional improvements related to pool, hot tub, patio, landscaping, fence and recreational uses of the Grantee.

3. Construction, Maintenance and Repair of Improvements Easement. Grantee shall, at Grantee's sole expense, be responsible for construction, maintenance and repair of the any and all improvements within the Improvements Easement. Grantee shall pay all expenses related to gas, electricity and any and all other utility or maintenance charges in or about the Improvements Easement.

4. Mechanic's Liens. Grantee shall keep the Easement Property free and clear of all mechanics', materialman's and other liens arising out of any work performed or materials delivered on account of the Grantee. If such a lien is filed, Grantee shall cause the lien to be removed of record within thirty (30) days thereafter, or, if any foreclosure action to enforce the lien actually commences, within five (5) days after commencement of such foreclosure action.

5. **Insurance.** Upon request, Grantee shall furnish to Grantor certificates of insurance (in form reasonably acceptable to Grantor), certifying that it maintains commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, naming Grantor as an additional insured on such policy.

6. **Indemnification.** Grantee shall indemnify, defend and hold Grantor harmless from and against any liability or expense, including reasonable attorneys' fees, incurred by Grantor in connection with, or arising out of, or relating to the acts or omissions of the Grantee, its employees, tenants, agents and contractors, with respect to the use, operation, maintenance or repair of the Improvements Easement granted hereunder, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor.

7. **Default.** A party shall be in default under this Agreement if it fails to perform any of its covenants or agreements hereunder. In the event of any such default, the non-defaulting party hereunder shall have all rights and remedies available at law or equity arising therefrom, including without limitation damages and specific performance, provided however in no event shall Grantor have a right to terminate, rescind or cancel this Easement Agreement or prohibit or otherwise restrict the use of the easement granted hereunder.

8. **Miscellaneous.**

a. **Amendment.** This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by Grantor and Grantee.

b. **Authority.** Each party executing and delivering this Agreement represents and warrants to the other party that such party is in good standing, that it has all requisite authority and power to execute and deliver this Agreement, and that the individual executing and delivering this Agreement on behalf of such party has been duly authorized and empowered to make such execution and delivery.

c. **Binding Effect.** This Agreement and the Improvements Easement shall run with the land and shall be appurtenant to and shall benefit the Condominium and shall burden the Easement Property, and shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Each owner, by accepting title to any part of the Condominium or the Easement Property and each mortgage holder by accepting a mortgage or deed of trust encumbering the Condominium or the Easement Property, accepts and agrees to all of the terms and conditions of this Easement Agreement. The parties agree and acknowledge that all of the rights and obligations of Association shall be exercisable by the Association without the necessity of the consent of any owners of a unit or any party holding a security interest in a unit.

d. **Costs of Legal Proceedings.** To the extent any legal action or proceeding between the parties arising from or based on this Agreement or the interpretation or enforcement of any provisions hereof is undertaken, then the substantially prevailing party or parties shall recover from the substantially non-prevailing party or parties all costs and expenses, including reasonable attorneys' fees, incurred by such substantially prevailing party or parties in such action or proceeding and in any appeal in connection therewith. If such substantially prevailing party or parties recovers a judgment in any such action, proceeding or appeal, then such costs, expenses and attorneys' fees shall be included in and as a part of such judgment.

e. **Governing Law, Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, with exclusive jurisdiction and venue in Routt County.

f. **Notices.** Any notice to be given to any party pursuant to any provision of this Agreement shall be in writing and shall be (i) hand delivered to such party, or (ii) sent by FedEx or other nationally-recognized overnight courier service to the address of such party listed with the Secretary of State for such entity or if none, then to the address listed with the Routt County Assessor for the mailing of tax notices (fee prepaid and marked for next business day delivery), and, if hand delivered, shall be deemed received when delivered, and if sent by FedEx or other nationally-recognized overnight courier service, shall be deemed received one business day after having been deposited with FedEx or other nationally-recognized overnight courier service if designated for next day delivery addressed to the party at the address as provided above. Any party may, by notice given as provided above, change its address for future notices.

If to Grantee: Edgemont Condominium Association
2420 Ski Trail Lane,
Steamboat Springs, CO 80487

If to Grantor: DB Bear Paw, LLC
5221 N. O'Connor Boulevard, Suite 700
Irving, Texas 75039

g. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

h. **Waiver of Compliance.** Any failure of either party hereto to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the respective party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

i. **Counterparts.** This Agreement may be executed simultaneously in counterparts, all of which shall be deemed an original and together shall constitute one and the same instrument.

j. **Severability.** If any part, term or provision of this Agreement is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid or illegal.

k. **Entire Agreement.** This Agreement, including all exhibits hereto, is intended as the complete integration of all understandings between the parties related to those matters set forth herein.

Signatures to follow on next pages

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

EDGEMONT CONDOMINIUM ASSOCIATION, INC.,
a Colorado non profit corporation

By: _____

Fred Auch, President

STATE OF Washington)

COUNTY OF King)

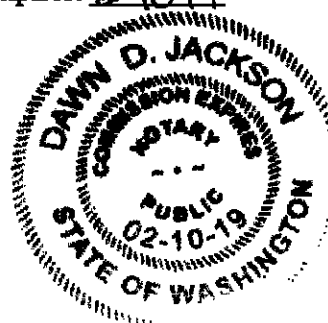
ss.

The foregoing document was acknowledged before me this 18th day of April, 2016, by Fred Auch, as President of Edgemont Condominium Association, Inc., a Colorado non profit corporation.

Witness my hand and official seal.

My Commission Expires: 2-10-19

Dawn D. Jackson
NOTARY PUBLIC




DB BEAR PAW, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: WESTROCK MANAGEMENT LLC,
A COLORADO LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: ATIRA STEAMBOAT LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: GE HOLDINGS II LLC,
A COLORADO LIMITED LIABILITY COMPANY,
ITS MANAGER

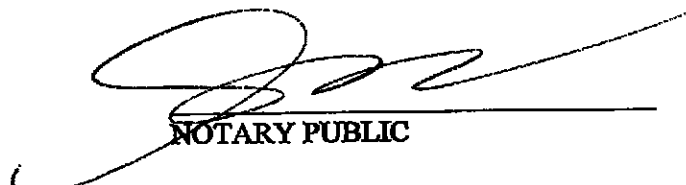
BY: 
NAME: Garrett Simon
ITS: Authorized Person

STATE OF Colorado)
COUNTY OF Boulder) ss

The foregoing instrument was acknowledged before me this 19th day of April, 2016 by Garrett Simon as authorized person on behalf of GE Holdings II LLC, a Colorado limited liability company, manager of Atira Steamboat LLC, a Delaware limited liability company, manager of Westrock Management LLC, a Colorado limited liability company, Manager of DB Bear Paw LLC, a Delaware limited liability company

Witness my hand and official seal.

My Commission Expires: 6-11-17


NOTARY PUBLIC

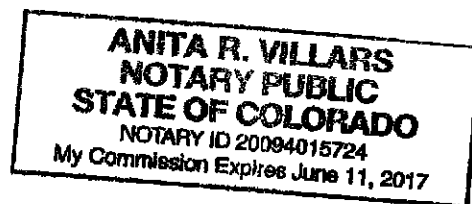


EXHIBIT A

Legal Description of Easement Property



D & D INC.

A PROFESSIONAL LAND SURVEYING AND PLANNING CO.
2145 RESORT DR., SUITE 100, STEAMBOAT SPRINGS, CO 80487
(970) 679-2715 • FAX (970) 679-3028

March 7th, 2016.

Description of an easement for existing improvements located within the Expansion Property as shown on the plat of Edgemont Condominium-Building A as filed with the Routt County Clerk and Recorder appearing at File No. 13966 of the 6th P.M., City of Steamboat Springs, Routt County, Colorado.

Beginning at the point of intersection of curve 4 (C4) and line 2 (L2) as shown on the above said plat;

Thence N 65°34'48" E 16.24 feet along said line 2;
Thence S 24°17'12" E 7.37 feet;
Thence S 09°42'19" W 20.38 feet;
Thence S 57°05'37" W 0.82 feet;
Thence S 09°30'52" W 14.44 feet;
Thence S 14°05'45" W 7.62 feet;
Thence S 21°35'20" W 7.51 feet;
Thence S 35°02'44" W 7.94 feet;
Thence S 48°00'23" W 7.78 feet;
Thence S 58°04'32" W 7.64 feet;
Thence S 65°52'28" W 7.90 feet;
Thence S 74°47'15" W 14.89 feet;
Thence S 83°10'49" W 8.00 feet;
Thence N 88°58'11" W 7.71 feet;
Thence N 81°48'45" W 8.00 feet;
Thence N 73°23'19" W 14.21 feet;
Thence N 67°35'29" W 7.96 feet;
Thence N 58°04'51" W 7.49 feet;
Thence N 50°43'31" W 7.91 feet;
Thence N 41°02'55" W 8.41 feet;
Thence N 26°45'29" W 8.75 feet;
Thence N 16°55'34" W 7.97 feet;
Thence N 06°41'42" W 7.67 feet;
Thence N 04°56'31" E 8.03 feet;
Thence N 14°11'52" E 7.57 feet;
Thence N 75°11'31" W 3.75 feet;
Thence N 29°34'19" W 6.00 feet;
Thence N 12°59'35" W 8.88 feet;
Thence N 32°44'14" W 15.94 feet;
Thence N 29°14'55" W 12.03 feet;
Thence N 46°30'04" W 7.69 feet;

Thence N 57°52'45" W 9.91 feet;
Thence N 20°59'58" W 13.62 feet to the northerly boundary
line of the above said Expansion Property;
Thence N 57°09'47" E 6.35 feet along said northerly boundary
line to the common boundary line between said Expansion
property line and the Edgemont Condominium-Building A
parcel;
Thence along said common boundary line the following
seventeen (17) calls;
1. Thence S 24°25'12" E 20.51 feet;
2. Thence N 65°34'48" E 6.00 feet;
3. Thence S 24°25'12" E 6.00 feet;
4. Thence N 65°34'48" E 6.00 feet;
5. Thence S 24°25'12" E 40.33 feet to a point of curvature
from which the radius point bears N 65°34'48" E 54.00
feet;
6. Thence along said curve to the left a distance of
25.07 feet, with a central angle of 26°36'11", and whose
chord bears S 37°43'17" E 24.85 feet to a point of
curvature from which the radius point bears S 38°58'37" W
5.00 feet;
7. Thence along said curve to the right a distance of
4.49 feet, with a central angle of 51°29'04", and whose
chord bears S 25°16'51" E 4.34 feet to a point of
curvature from which the radius point bears S 89°32'19" E
24.50 feet;
8. Thence along said curve to the left a distance of
36.01 feet, with a central angle of 84°13'02", and whose
chord bears S 41°38'50" E 32.86 feet to a point of
curvature from which the radius point bears N 06°14'39" E
20.00 feet;
9. Thence along said curve to the left a distance of
17.89 feet, with a central angle of 51°15'40", and whose
chord bears N 70°36'49" E 17.30 feet to a point of
curvature from which the radius point bears S 45°01'01" E
5.50 feet;
10. Thence along said curve to the right a distance of
8.10 feet, with a central angle of 84°20'24", and whose
chord bears N 87°09'11" E 7.38 feet to a point of
curvature from which the radius point bears N 39°19'23" E
15.00 feet;
11. Thence along said curve to the left a distance of
15.14 feet, with a central angle of 57°49'53", and whose
chord bears S 79°35'34" E 14.51 feet to a point of
curvature from which the radius point bears S 18°30'30" E

- 11.00 feet;
12. Thence along said curve to the right a distance of 5.91 feet, with a central angle of $30^{\circ}47'54''$, and whose chord bears N $86^{\circ}53'27''$ E 5.84 feet to a point of curvature from which the radius point bears N $12^{\circ}17'24''$ E 7.00 feet;
13. Thence along said curve to the left a distance of 8.06 feet, with a central angle of $65^{\circ}55'57''$, and whose chord bears N $69^{\circ}19'26''$ E 7.62 feet to a point of curvature from which the radius point bears N $09^{\circ}08'44''$ E 6.92 feet;
14. Thence along said curve to the left a distance of 8.36 feet, with a central angle of $69^{\circ}10'41''$, and whose chord bears N $64^{\circ}33'23''$ E 7.86 feet to a point of curvature from which the radius point bears N $60^{\circ}01'57''$ W 21.92 feet;
15. Thence along said curve to the left a distance of 15.09 feet, with a central angle of $39^{\circ}26'20''$, and whose chord bears N $10^{\circ}14'53''$ E 14.79 feet to a point of curvature from which the radius point bears S $80^{\circ}31'43''$ W 7.92 feet;
16. Thence along said curve to the left a distance of 5.44 feet, with a central angle of $39^{\circ}23'14''$, and whose chord bears N $29^{\circ}09'54''$ W 5.34 feet to a point of curvature from which the radius point bears N $63^{\circ}25'45''$ W 22.75 feet;
17. Thence along said curve to the left a distance of 21.16 feet, with a central angle of $53^{\circ}17'24''$, and whose chord bears N $00^{\circ}04'27''$ W 20.40 feet to the Point of Beginning.

Bearings are based upon those shown on the plat of Edgemont Condominium-Building A as filed with the Routt County Clerk and Recorder appearing at File No. 13966

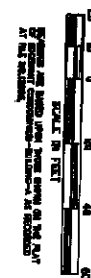
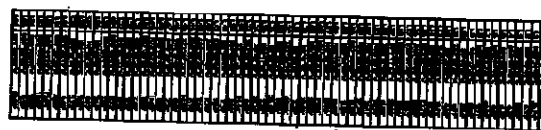
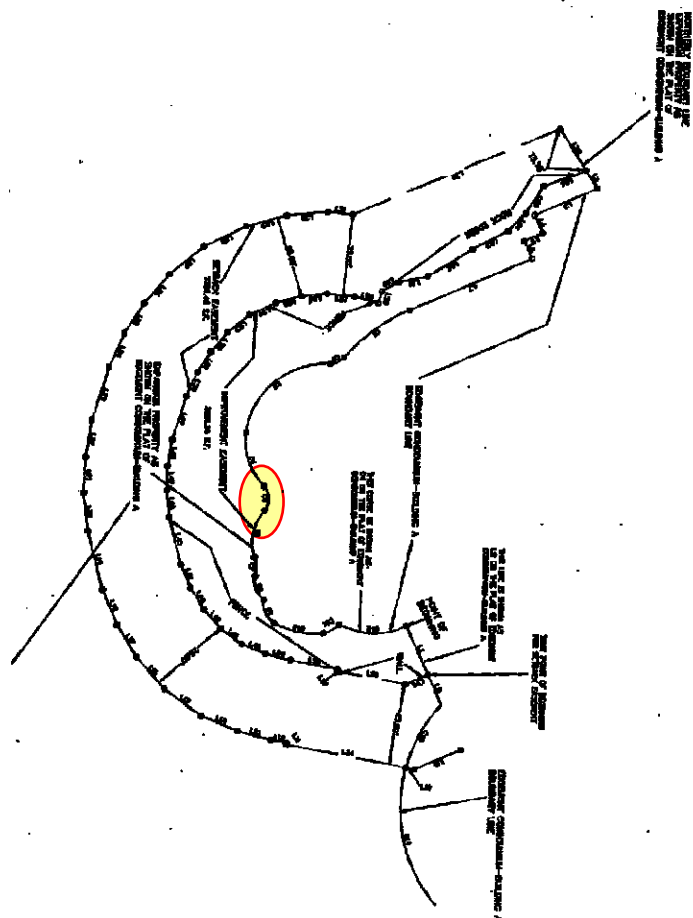
This legal description was prepared by R.C. Moon, Colorado Registration No. 13221, at D&D Inc., a Professional Land Surveying and Planning Co., 2145 Resort Drive, Suite 105 Steamboat Springs, CO. 80487-8807
970-879-2715

Easement for Condominium improvements-fence wall and landscaping,

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