



RCRBD
Record Set
TC
07/14/2021

Proudly Serving Rural Routt County * City of Steamboat Springs * Town of Hayden * Town of Oak Creek * Town of Yampa * Routt County School Districts

Date: 06/29/2021
Subject Property Address: 2305 Mount Werner Circle
PIN: 211077001
Permit Number: TB-21-625
Permit Applicant Name: Jon Gambrill

Design information:

Project: Gold Walk Public Access Way Including Stairs and an Escalator
Occupancy Classification: B, S-2
Number of Stories: N/A
Type of Construction: IIA
Occupant Load: N/A
Fire Sprinklers: Fully Sprinkled

Dear Owner/Applicant,

The following items below will require additional information or a re-submittal prior to the Permit being Approved and Issued. Please feel free to contact us by phone or email with any questions or concerns.

1. **Required Deferred Submittal:** RCRBD requests that all deferred submittal per the plans received for Architectural, Structural, Electrical, Mechanical, and Plumbing be submitted throughout the project in advance of work moving being done beyond the required submittal. This allows RCRBD and other Departments or Agencies time to review and approve these submittals to avoid conflicts or corrections in the field.
2. **Required Special Inspection Reports:** RCRBD requests that all special inspection reports are done per the plans and in accordance with Chapter 17 of the 2018 IBC, and these reports should first be reviewed by the applicable design professional and then uploaded to View Permit under your building permit for review and acceptance by RCRBD. Special Inspection reports should be submitted to RCRBD prior to calling for inspections that may be pending approval of special inspections first.
3. **Required Deferred Submittal:** All other Permits and Final Inspection results from other State Agencies and Divisions shall be submitted to RCRBD upon completion for verification prior to us approving a Certificate of Approval on this project.

Reviewed by: Todd Carr

Date: 07/14/2021

Routt County Regional Building Department

136 6th Street, Ste 201, Steamboat Springs, CO 80487 PH: 970-870-5566 Fax 970-870-5489 Email: Building@co.routt.co.us

1225 17th Street
Suite 150
Denver CO 80202
USA

Tel 303.595.8585
Fax 303.825.6823

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TC
07/13/2021



2021-0708

Todd Carr,
Building Official
Routt County Regional Building Department
tcarr@co.routt.co.us

Bob Keenan AICP, CFM
Principal Planner
Department of Planning & Community Development
City of Steamboat Springs.
bkeenan@steamboatsprings.net

Subject: SSRC Goldwalk Base Area Improvements – Gold Walk Plan Review Re-submittal
Responses to Routt County Regional Building Department Review Comments
Responses to City of Steamboat Springs Department of Planning & Community Development review comments.
Permit Number: TB-21-625
Gensler Project Number: 003.7835.000

Dear Todd & Bob,

In response to the 06/29/2021 review comments received, we offer the following responses to the written comments of the drawings:

Routt County Regional Building Department Comments:

- 1) *Submittal Required Prior to Permit Issuance: Please provide us a Site Plan for all new proposed structures including roof projections that display property lines as it relates to distances from walls, and roof projections for all new structures being proposed for us to review.*

Gensler Response:

- a. A new site plan sheet has been included in the set to address property lines, projections, and new structures.
REF: 1B-A1.000 – Architectural Site Plan.
- 2) *Required Deferred Submittal: RCRBD requests that all deferred submittal per the plans received for Architectural, Structural, Electrical, Mechanical, and Plumbing be submitted throughout the project in advance of work moving being done beyond the required submittal. This allows RCRBD and other Departments or Agencies time to review and approve these submittals to avoid conflicts or corrections in the field.*



Gensler Response:

a. Acknowledged and will comply.

- 3) *Required Special Inspection Reports: RCRBD requests that all special inspection reports are done per the plans and in accordance with Chapter 17 of the 2018 IBC, and these reports should first be reviewed by the applicable design professional and then uploaded to View Permit under your building permit for review and acceptance by RCRBD. Special Inspection reports should be submitted to RCRBD prior to calling for inspections that may be pending approval of special inspections first.*

Gensler Response:

a. Acknowledged and will comply.

- 4) *Required Deferred Submittal: All other Permits and Final Inspection results from other State Agencies and Divisions shall be submitted to RCRBD upon completion for verification prior to us approving a Certificate of Approval on this project.*

Gensler Response:

a. Acknowledged and will comply.

City of Steamboat Springs Department of Planning and Community Development Comments:

- 1) *Demonstrate compliance with the Conditions of Approval from the Development Plan. See attached.*

Gensler Response

a. Public and private easements agreements have been filed with the City and are awaiting final signatures per previous updates. In addition to the Construction Management Plans submitted with the permit documents to Routt County, attached is the formal Public Outreach Plan.

REF: RE: SBT Community Engagement and Outreach Plan

- 2) *Are the lighting fixtures shown in the proposed permit drawings? If so, please indicate where. I did not see them in my review.*

a. The lighting fixtures were scheduled and reference in the permit drawings. An updated photometric plan has been since included for reference only.

REF: 2021-0701_BP3 Goldwalk Bulletin 03 – Electrical Drawings

REF: 2021_0701 BP3 Goldwalk Bulletin 03- Photometrics (reference only)

- 3) *Depict the plaza improvements that replace building B as proposed in the approved development plan.*

a. The permit drawings have been revised to depict the plaza improvements that replace Building B.

REF: 20210701_BP3 Goldwalk Bulletin 03- Arch dwgs



REF: 20210701 BP3 Goldwalk Bulletin 03-Landscape Drawings
REF: 20210701 BP3 Goldwalk Bulletin 03-Electrical Drawings
REF: 20210701 BP3-Goldwalk Bulletin 03-Photometrics (ref only)

Attachments

The following sheets have been modified and included as part of this permit resubmittal as a response to the review comments received.

- Landscape Sheets
 - Sheet 1B-L0-01
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Sheet 1B-L0-03
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Sheet 1B-3-01
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Includes lighting, paving, landscape pots, tables, and chairs in area south of proposed escalator and stair.
 - Sheet 1B-4-01
 - Northings and Eastings added to area south of proposed escalator and stair to show pole locations.
 - Sheet 1B-4-02
 - Northings and Eastings added to area south of proposed escalator and stair to show pavement transitions.
 - Sheet 1B-L6-01
 - Includes lighting in area south of proposed escalator and stair.
- Architectural Sheets
 - Sheet 1B-A1.000
 - New site plan sheet
 - Sheet 1-A1.102
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Sheet 1-A1.103
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Sheet 1-A1.104
 - Area south of proposed escalator and stair revised to match approved development plan.
 - Sheet 1B-A1.101
 - Revised wall finishes at Plaza level. Updated Sheet Note 06 and removed sheet note 34. Updated sections and elevations.
 - Sheet 1B-A1.102

- Revised wall finishes at Upper Plaza level. Updated Sheet Note 06 and removed Sheet Note 34. Added Sheet Note 05 to upper plaza terrace and new guardrail Sheet Note 24. Updated sections and elevations.
 - Sheet 1B-A1.103
 - Revised wall finishes at Gold Walk level. Removed Sheet Note 34. Added Sheet Note 05 to upper plaza terrace and new guardrail Sheet Note 24. Updated sections and elevations.
 - Sheet 1B-A2.000
 - Detail 02 & 04 - Revised wall finishes and added guardrail. Removed Sheet Note 39 and revised Sheet Note 40 & 41. Updated section.
 - Sheet 1B-A2.001
 - Detail 02 – Revised wall finishes and added guardrail. Removed sheet note 39.
 - Sheet 1B-A3.000
 - Detail 01 – Revised wall finishes for stair south wall, added handrail GR2 and wall lighting F5. Removed Sheet Note 39.
 - Sheet 1B-A3.001
 - Detail 01, 02, & 03 – Revised wall finishes. Removed Sheet Note 39. Updated wall section.
 - Sheet 1B-A3.002
 - Detail 02 - Revised to show new finishes at upper plaza floor, walls, and guardrail. Modified Sheet Note 8.
 - Sheet 1B-A4.000
 - Detail 04 – Revised wall section to show new wall finishes ST1, stone cap ST2, stair handrail, and recessed wall lighting.
 - Sheet 1B-A4.001
 - Detail 02 – Revised wall section to show new wall finishes ST1, stone cap ST2, stair handrail, and recessed wall lighting.
 - Sheet 1B-A4.002
 - Detail 03 & 04 – Revised wall finishes to show ST1, ST2, GR2, and new recessed wall lighting.
 - Sheet 1B-A4.010
 - Detail 01 & 02 – Revised axonometric views to reflect new finishes.
 - Sheet 1B-A5.000
 - Detail 01 & 02 – Revised plans to show new wall finishes, stone cap, and handrail
 - Sheet 1B-A5.001
 - Detail 01 – Revised plan to show new wall finishes, stone cap
- Electrical Sheets
 - Sheet 1B-E0.002
 - Modified light fixture type S3 to align with conversations had with planning and zoning department about beam control of up-lighting at canopy.
 - Sheet 1B-E1.000
 - Modified site lighting layout to align with landscape lighting changes per permit responses comments for planning and zoning.

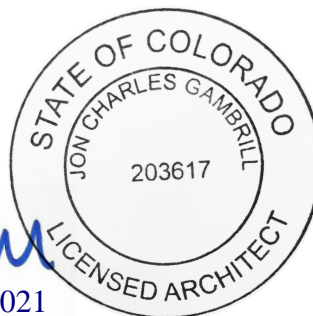
Page 5 of 5

Gensler

- Added lighting control zone for added site lighting in plaza area (future building B footprint) per permit responses comments for planning and zoning.

Sincerely,
Jon Gambrill,
Managing Principal, Principal In Charge.


07.08.2021



cc: Geoffrey Brooksher, Associate, Technical Director

**DEDICATION AND ACCEPTANCE OF
PEDESTRIAN EASEMENT**
(Across Lot 1, Replat Parcel D)

**RCRBD
Record Set
TC
07/14/2021**

THIS DEDICATION AND ACCEPTANCE OF PEDESTRIAN EASEMENT is made and entered into to be effective as of this 2nd day of July, 2021 by STEAMBOAT SKI & RESORT CORPORATION, a Delaware corporation ("Grantor") and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (the "City").

WHEREAS, Grantor is the owner of the property more particularly described as Lot 1, Ski Hill Subdivision, Replat of Parcel D on the plat thereof recorded at Reception No. 817319 in the real property records of Routt County, Colorado (hereafter the "Property"); and

WHEREAS, Grantor desires to convey to the City a permanent easement over and across the Property for the purpose of pedestrian access between the Gondola Transit Center and the Promenade Improvements established in the SSRA Public Improvements Easement Agreement, recorded at Reception No. 699297 of the Routt County records.

WHEREAS, City desires to accept the pedestrian 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. Grantor hereby dedicates to the City a perpetual and nonexclusive pedestrian easement over and across that portion of the Property shown below from time to time improved, used and suitable for public pedestrian access (hereafter the "Pedestrian Easement") for the purpose of providing public access between the Gondola Transit Center and the Promenade Easement. Nothing herein shall prohibit Grantor from limiting or prohibiting public use of the Pedestrian Easement when maintenance, repair, or reconstruction activities are on-going, outside normal business hours, during special events or with the consent in writing of the City Manager.

2. EASEMENT LOCATION AND RELOCATION. The area encumbered by the Pedestrian Easement is generally shown on Exhibit A attached hereto. If requested to do so by Grantor, the City shall agree to an amendment to this Agreement, effective on the date of recording, prepared by Grantor at its cost describing the area encumbered by the Easement in a metes and bounds legal description, such amendment to be signed by the City Manager to indicate the approval of the City to such metes and bounds legal description, such approval not to be unreasonably delayed, conditioned or withheld. So long as a relocated Pedestrian Easement area is equivalent in function and scope, Grantor may relocate the area encumbered by the Pedestrian Easement at any time and from time to time by recording a replacement Exhibit A showing the relocated

area encumbered by the Easement and signed by the City Manager to indicate the approval of the City to such relocation, such approval not to be unreasonably delayed, conditioned or withheld, and without any requirement that the City Council adopt an ordinance to vacate the existing location of the Pedestrian Easement or to otherwise approve such relocation.

3. MAINTENANCE. Nothing herein shall impose upon the City any maintenance obligation with respect to the Pedestrian Easement.

4. LIABILITY AND IMMUNITIES. It is the intention of the parties to make the Pedestrian Easement available for use by the public without charge, and to limit the parties' liability toward persons entering thereon for such purposes, in the event that either or both of the parties would otherwise be liable, pursuant to C.R.S. 33-41-101, et. seq. Neither party intends by this agreement to waive any of the immunities that may be available to them, their officers, or employees under the Colorado Governmental Immunities Act, C.R.S. 24-10-101, et. seq.

5. INDEMNIFICATION. To the fullest extent permitted by law, the City shall indemnify Grantor and its affiliates, officers, directors, members, managers, shareholders, employees, volunteers and agents from and against any liability for damages, costs, losses and expenses (including attorney's fees and court costs) resulting from, arising out of, or in any way connected with the occupation or use of the Sidewalk Easement and the Improvements by the City, its contractors, subcontractors and agents, or the general public or the failure on the part of the City to perform fully any of the City's or its contractors' obligations hereunder. The City's covenant to indemnify hereunder (i) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), (ii) shall only be effective to the extent of the limits of the Act as set forth in C.R.S. §24-10-114, as those may be amended from time to time, and (iii) shall only be effective if the City's obligation to indemnify Grantor is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the City's general liability carrier. The parties acknowledge that a purported indemnification by the City may violate the state constitution and be an ultra vires act.

6. WHOLE AGREEMENT. It is expressly agreed that this instrument contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the Pedestrian Easement. The covenants and agreements herein contained are for the benefit of Grantor and City only and do not create any obligations, duties, or benefits to persons not party hereto.

7. MODIFICATION. It is agreed that neither this instrument nor any of its terms, provisions, conditions, representations or covenants can be modified except by written instrument duly executed and recorded by all parties.

8. SEVERABILITY. If any of the provisions of this instrument shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of other provisions of this instrument shall remain unaffected.

9. 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.

10. NOTICES. All notices, communications, or written devices concerning the Easement or this instrument shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt.

CITY OF STEAMBOAT SPRINGS
c/o Legal Department
137 10th St.
P.O. Box 775088
Steamboat Springs, CO 80477

STEAMBOAT SKI & RESORT CORPORATION
Attn: Jim Schneider
2305 Mt. Werner Circle
Steamboat Springs, CO 80487
Telephone: (970) 879-6111
Facsimile: (970) 879-7844

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

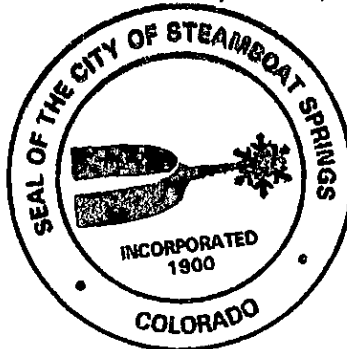
[Signature Pages to Follow]

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

CITY OF STEAMBOAT SPRINGS

By: 
Gary Suiter, City Manager


Attest: 
Julie Franklin, City Clerk



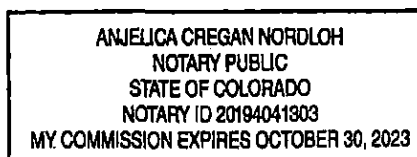
STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this 2nd day of July, 2021 by Gary Suiter, City Manager of the City of Steamboat Springs and attested to by Julie Franklin, City Clerk for the City of Steamboat Springs.


Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 10.30.2023




STEAMBOAT SKI & RESORT
CORPORATION

By: 
Jim Schneider, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this 29 day of JUNE,
2021 by Jim Schneider, Vice President of Steamboat Ski & Resort Corporation.

Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 1/12/2025

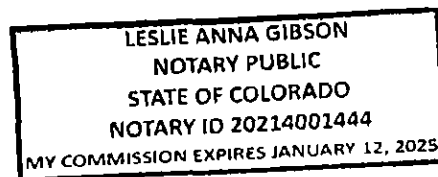
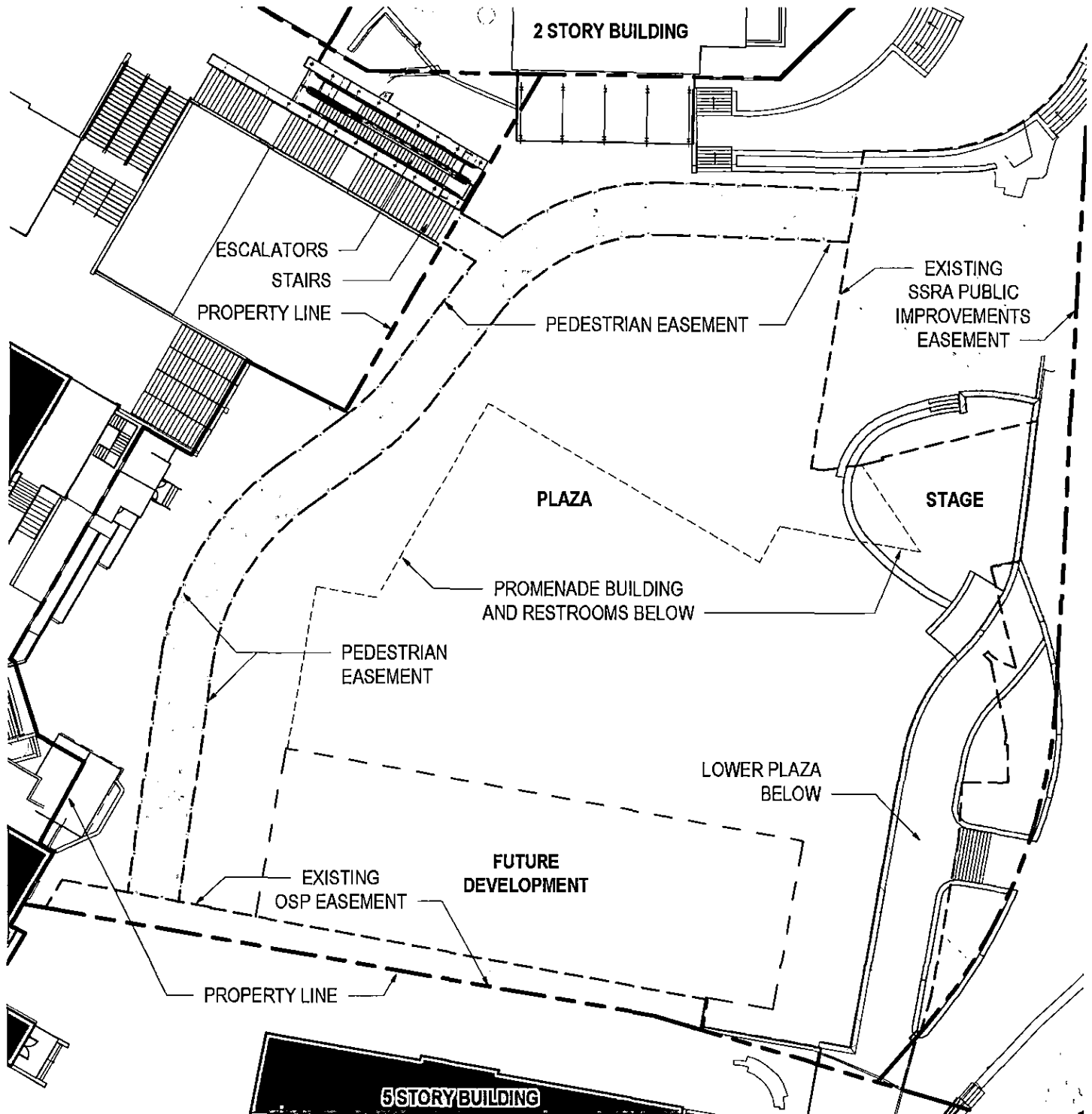


EXHIBIT A

General Location of Pedestrian Easement

EXHIBIT A - LOT 1, SKI HILL SUBDIVISION, REPLAT OF PARCEL D, FILE NO. 14469

Project	SSRC BASE AREA IMPROVEMENTS	Project Number	003.7835.000	Gensler
Description		Issue/Rev		
Prepared by	JWA	Drawing Scale	1" = 40'-0"	Date
				05/28/2021



**DEDICATION AND ACCEPTANCE OF
PEDESTRIAN EASEMENT**
(Across Gondola Square)

RCRBD
Record Set
TC
07/14/2021

THIS DEDICATION AND ACCEPTANCE OF PEDESTRIAN EASEMENT is made and entered into to be effective as of this 2nd day of July, 2021 by the GONDOLA SQUARE CONDOMINIUMS OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation ("Grantor") and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (the "City").

WHEREAS, Grantor is the association of owners of the Gondola Square Condominiums located in Steamboat Springs, Colorado ("Condominium") and more particularly described on the plat thereof recorded at Reception No. 513746; and

WHEREAS, Grantor desires to convey to the City a permanent easement over and across the Condominium for the purpose of pedestrian access between the Gondola Transit Center and the Promenade Improvements established in the SSRA Public Improvements Easement Agreement, recorded at Reception No. 699297 of the Routt County records.

WHEREAS, City desires to accept the pedestrian 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. Grantor hereby dedicates to the City a perpetual and nonexclusive pedestrian easement over and across that portion of the Condominium shown below from time to time improved, used and suitable for public pedestrian access (hereafter the "Pedestrian Easement") for the purpose of providing public access between the Gondola Transit Center and the Promenade Easement. Nothing herein shall prohibit Grantor from limiting or prohibiting public use of the Pedestrian Easement when maintenance, repair, or reconstruction activities are on-going, outside normal business hours, during special events or with the consent in writing of the City Manager.

2. EASEMENT LOCATION AND RELOCATION. The area encumbered by the Pedestrian Easement is generally shown on Exhibit A attached hereto. If requested to do so by Grantor, the City shall agree to an amendment to this Agreement, effective on the date of recording, prepared by Grantor at its cost describing the area encumbered by the Easement in a metes and bounds legal description, such amendment to be signed by the City Manager to indicate the approval of the City to such metes and bounds legal description, such approval not to be unreasonably delayed, conditioned or withheld. So long as a relocated Pedestrian Easement area is equivalent in function and scope, Grantor may relocate the area encumbered by the Pedestrian Easement at any

time and from time to time by recording a replacement Exhibit A showing the relocated area encumbered by the Easement and signed by the City Manager to indicate the approval of the City to such relocation, such approval not to be unreasonably delayed, conditioned or withheld, and without any requirement that the City Council adopt an ordinance to vacate the existing location of the Pedestrian Easement or to otherwise approve such relocation.

3. MAINTENANCE. Nothing herein shall impose upon the City any maintenance obligation with respect to the Pedestrian Easement.

4. LIABILITY AND IMMUNITIES. It is the intention of the parties to make the Pedestrian Easement available for use by the public without charge, and to limit the parties' liability toward persons entering thereon for such purposes, in the event that either or both of the parties would otherwise be liable; pursuant to C.R.S. 33-41-101, et. seq. Neither party intends by this agreement to waive any of the immunities that may be available to them, their officers, or employees under the Colorado Governmental Immunities Act, C.R.S. 24-10-101, et. seq.

5. INDEMNIFICATION. To the fullest extent permitted by law, the City shall indemnify Grantor and its affiliates, officers, directors, members, managers, shareholders, employees, volunteers and agents from and against any liability for damages, costs, losses and expenses (including attorney's fees and court costs) resulting from, arising out of, or in any way connected with the occupation or use of the Sidewalk Easement and the Improvements by the City, its contractors, subcontractors and agents, or the general public or the failure on the part of the City to perform fully any of the City's or its contractors' obligations hereunder. The City's covenant to indemnify hereunder (i) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), (ii) shall only be effective to the extent of the limits of the Act as set forth in C.R.S. §24-10-114, as those may be amended from time to time, and (iii) shall only be effective if the City's obligation to indemnify Grantor is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the City's general liability carrier. The parties acknowledge that a purported indemnification by the City may violate the state constitution and be an ultra vires act.

6. WHOLE AGREEMENT. It is expressly agreed that this instrument contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the Pedestrian Easement. The covenants and agreements herein contained are for the benefit of Grantor and City only and do not create any obligations, duties, or benefits to persons not party hereto.

7. MODIFICATION. It is agreed that neither this instrument nor any of its terms, provisions, conditions, representations or covenants can be modified except by written instrument duly executed and recorded by all parties.

8. SEVERABILITY. If any of the provisions of this instrument shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of other provisions of this instrument shall remain unaffected.

9. 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.

10. NOTICES. All notices, communications, or written devices concerning the Easement or this instrument shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt.

CITY OF STEAMBOAT SPRINGS
c/o Legal Department
137 10th St.
P.O. Box 775088
Steamboat Springs, CO 80477

GONDOLA SQUARE CONDOMINIUMS OWNERS ASSOCIATION, INC.
Attn: Jim Schneider
2305 Mt. Werner Circle
Steamboat Springs, CO 80487
Telephone: (970) 879-6111
Facsimile: (970) 879-7844

With Copy to:

Paul Sachs, Esq.
35 5th Street, Unit 310
Steamboat Springs, CO 80487

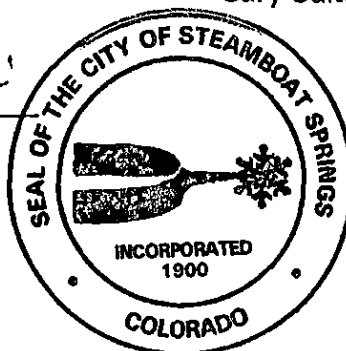
[Signature Pages to Follow]

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

CITY OF STEAMBOAT SPRINGS

By: 
Gary Suiter, City Manager


Attest: 
Julie Franklin, City Clerk



STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this 2nd day of July, 2021 by Gary Suiter, City Manager of the City of Steamboat Springs and attested to by Julie Franklin, City Clerk for the City of Steamboat Springs.

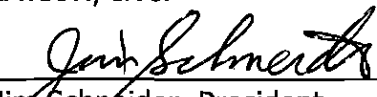
Witness my hand and official seal


NOTARY PUBLIC

My Commission Expires: 10.30.2023

ANJELICA CREGAN NORDLOH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194041303
MY COMMISSION EXPIRES OCTOBER 30, 2023

GONDOLA SQUARE CONDOMINIUMS OWNERS
ASSOCIATION, INC.

By: 
Jim Schneider, President

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this 29 day of JUNE,
2021 by Jim Schneider, President of the Gondola Square Condominiums Owners
Association, Inc.

Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 1/12/25

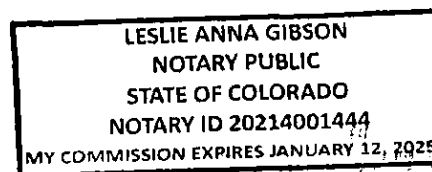
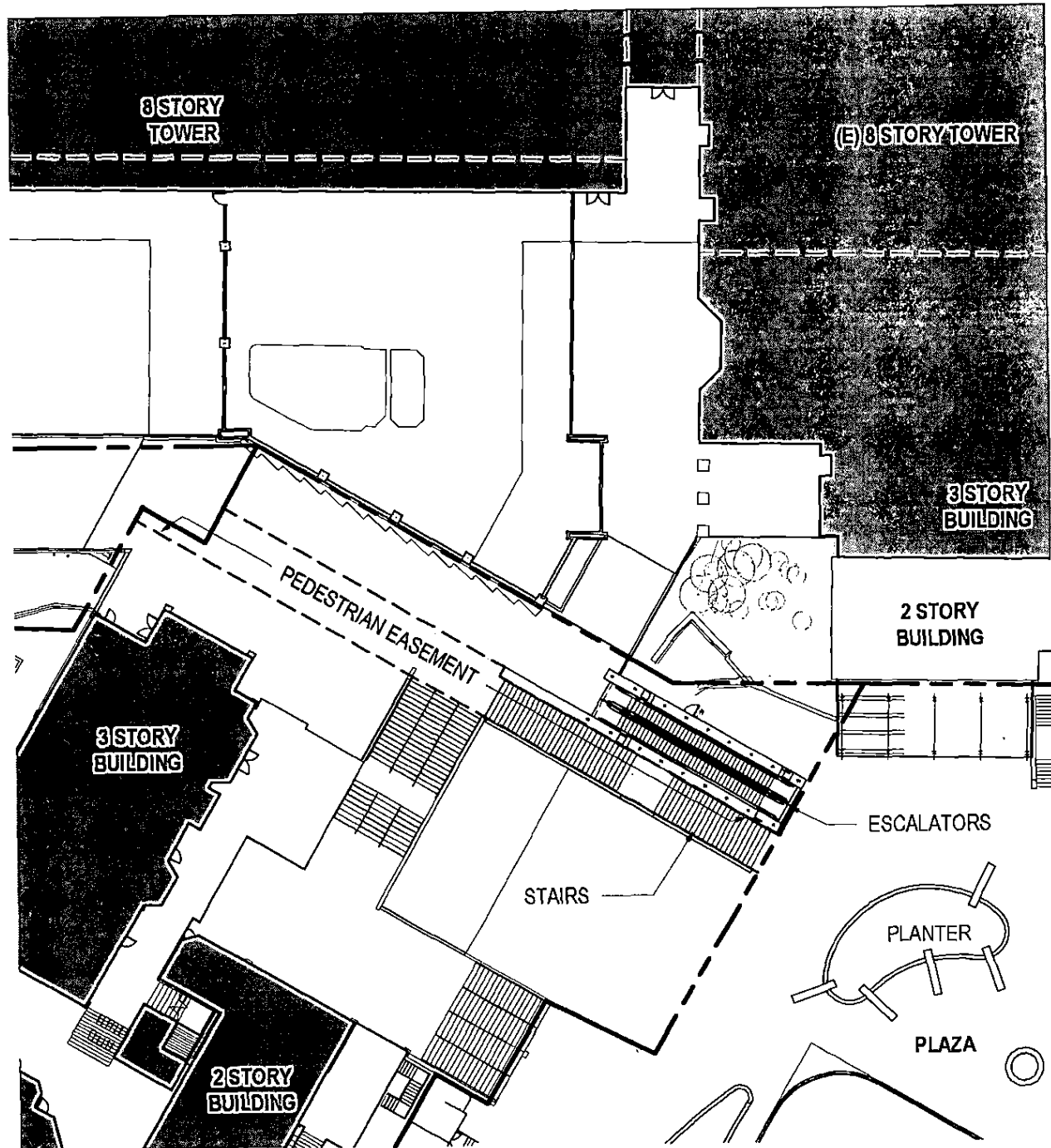


EXHIBIT A

General Location of Pedestrian Easement

EXHIBIT A - GONDOLA SQUARE CONDOMINIUMS, FILE NO. 12770

Project	SSRC BASE AREA IMPROVEMENTS	Project Number	003.7835.000	Gensler
Description		Issue/Rev		
Prepared by	JWA	Drawing Scale	1" = 40'-0"	Date
				05/12/2021



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COMMON ELEMENT EASEMENT AGREEMENT
(Gold Walk Canopy)

THIS COMMON ELEMENT EASEMENT AGREEMENT (Gold Walk Canopy) ("Agreement"), is made and entered into this 29 day of JUNE, 2021 by Gondola Square Condominiums Owners Association, Inc., a Colorado non profit corporation (hereafter referred to as "the "Association") and the Steamboat Ski & Resort Corporation, a Delaware corporation (hereafter referred to as "SSRC"). The Association and SSRC are also sometimes referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, the Association is the association of owners of the Gondola Square Condominiums located in Steamboat Springs, Colorado ("Condominium") and more particularly described on the plat thereof recorded at Reception No. 513746 in the real property records of Routt County, Colorado (hereafter the "Property"); and

WHEREAS, SSRC plans to construct within the Condominium common elements pedestrian improvements known as the Gold Walk; and

WHEREAS, a portion of the Gold Walk canopy extends outside the Condominium property on to Lot 1, Ski Hill Subdivision, Replat of Parcel D ("Lot 1") owned by SSRC; and

WHEREAS, SSRC has agreed to grant to the Association a non-exclusive easement for that portion of the canopy located on Lot 1, such easement to be part of the Condominium common elements

WHEREAS, the Association desires to accept said easement as part of the Condominium common elements 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. GRANT OF EASEMENT. SSRC hereby grants and conveys to the Association a non-exclusive common element easement ("Canopy Easement") for that portion of the Gold Walk canopy located on Lot 1 as more specifically shown on Exhibit "A." attached hereto (the "Canopy Improvements"). The Canopy Easement shall be part of the Condominium common elements and shall be in effect for so long as the Canopy Improvements shall be located on Lot 1 as shown on Exhibit "A."

2. DESIGN, CONSTRUCTION, MAINTENANCE AND OWNERSHIP. The Canopy Improvements shall be constructed by SSRC substantially in accordance with the plans therefor attached hereto as Exhibit "B". The Canopy Improvements shall be operated and

maintained by SSRC and the Association shall have no obligation whatsoever with respect to such operation or maintenance.

3. REMEDIES FOR BREACH. In the event of a breach of a term or condition of this Agreement by SSRC or the Association, the remedy available to the other party shall be by way of an action, in law and/or equity, including relief for specific performance and damages but not rescission or termination of this Agreement.

4. TERMINATION OF EASEMENT; REMOVAL OF IMPROVEMENTS: SSRC, and any successor owner of the Ski Area, shall have the right, to remove the Canopy Improvements at its own expense and unilaterally terminate and vacate the Canopy Easement, upon written notice to the Association, which termination and vacation may be unilaterally accomplished by SSRC by execution of an instrument in recordable form providing for such termination and vacation, which will be binding on both parties.

5. INSURANCE. SSRC and its contractor shall at all times have insurance of the types set forth herein and, with respect to liability insurance, in an amount not less than \$3,000,000.00 each occurrence and \$5,000,000 aggregate, and, if requested to do so by the Association, shall furnish to the Association a certificate or certificates of insurance evidencing such insurance. Each insurance certificate shall contain, in addition to the matters as customarily set forth in such certificates under insurance industry practices, an undertaking by the insurer to give Grantor not less than thirty (30) days written notice of any cancellation or change in scope or amount of coverage of such policy. The following insurance is required:

- A. Comprehensive General Liability Insurance; and
- B. Workers Compensation Insurance meeting statutory requirements.

6. INDEMNIFICATION. To the extent permitted by law, SSRC shall indemnify the Association and its unit owners, officers, directors, members, managers, employees, volunteers and agents from and against any liability for damages, costs, losses and expenses (including attorney's fees and disbursements) resulting from, arising out of, or in any way connected with the failure on the part of SSRC to perform fully any of its obligations hereunder.

7. BINDING ON SUCCESSORS. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors in interest to the property encumbered by this Agreement.

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 Agreement. The covenants and agreements herein contained are for the benefit of the parties only and do not create any obligations, duties, or benefits to persons not party hereto.

9. MODIFICATION. It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified except by written instrument duly executed and recorded by the parties,.

10. SEVERABILITY. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, (i) the parties will cooperate to amend this Agreement to replace such provision with an enforceable provision which as nearly as possible reflects the intent of the parties and is fair and equitable to all parties, (ii) the invalid or unenforceable provision shall be deemed stricken from this Agreement, and (iii) the inoperability of that provision shall have no effect on the remaining provisions of the Agreement which shall continue in full force and effect, provided that the inability of the parties to agree upon such an amendment shall not invalidate any of the other provisions or cause the termination of this Agreement.

11. NOTICES. All notices concerning this Agreement and the rights granted herein shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt.

If to SSRC:

Steamboat Ski & Resort Corporation
2305 Mt. Werner Circle
Steamboat Springs, Colorado 80487
Attn: President

With a copy to:


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

Gondola Square Condominiums Owners Association, Inc.
c/o Steamboat Ski & Resort Corporation (Manager)
2305 Mt. Werner Circle
Steamboat Springs, Colorado, 80487
Attn: President

With a copy to:
Paul Sachs, Esq.
35 5th Street, Unit 310
Steamboat Springs, CO 80487

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


STEAMBOAT SKI &
RESORT CORPORATION

By: 
Name: Rob Perlman
Title: President & COO

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this 29 day of JUNE,
2021 by ROB PERLMAN, as
PRESIDENT, of SSRC, a
DELEWARE CORPORATION.

Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 1/25/2021

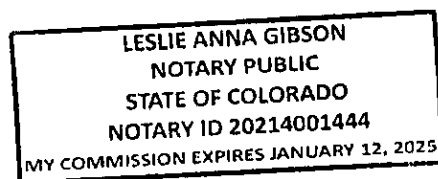


EXHIBIT A

PROPERTY DESCRIPTION

EASEMENT

AN EASEMENT OVER AND ACROSS A PORTION OF LOT 1, 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 NW1/4 SECTION 27, T6N, R84W, 6TH P.M, BEARING S01°46'00"W PER THE PLAT OF SKI HILL SUBDIVISION, REPLAT OF PARCEL D AS RECORDED UNDER RECEPTION NO. 817319 AND IN FILE NO. 14469 IN THE ROUTT COUNTY RECORDS.

COMMENCING AT THE NW CORNER OF SAID SECTION 27; THENCE S52°55'10"E, A DISTANCE OF 544.07 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S60°00'00"E, A DISTANCE OF 13.81 FEET;

THENCE S30°00'00"W, A DISTANCE OF 21.67 FEET;

THENCE N60°00'00"W, A DISTANCE OF 13.90 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF LOT 1;

THENCE N30°13'45"E, ALONG SAID WESTERLY BOUNDARY OF LOT 1, A DISTANCE OF 21.67 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 300 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

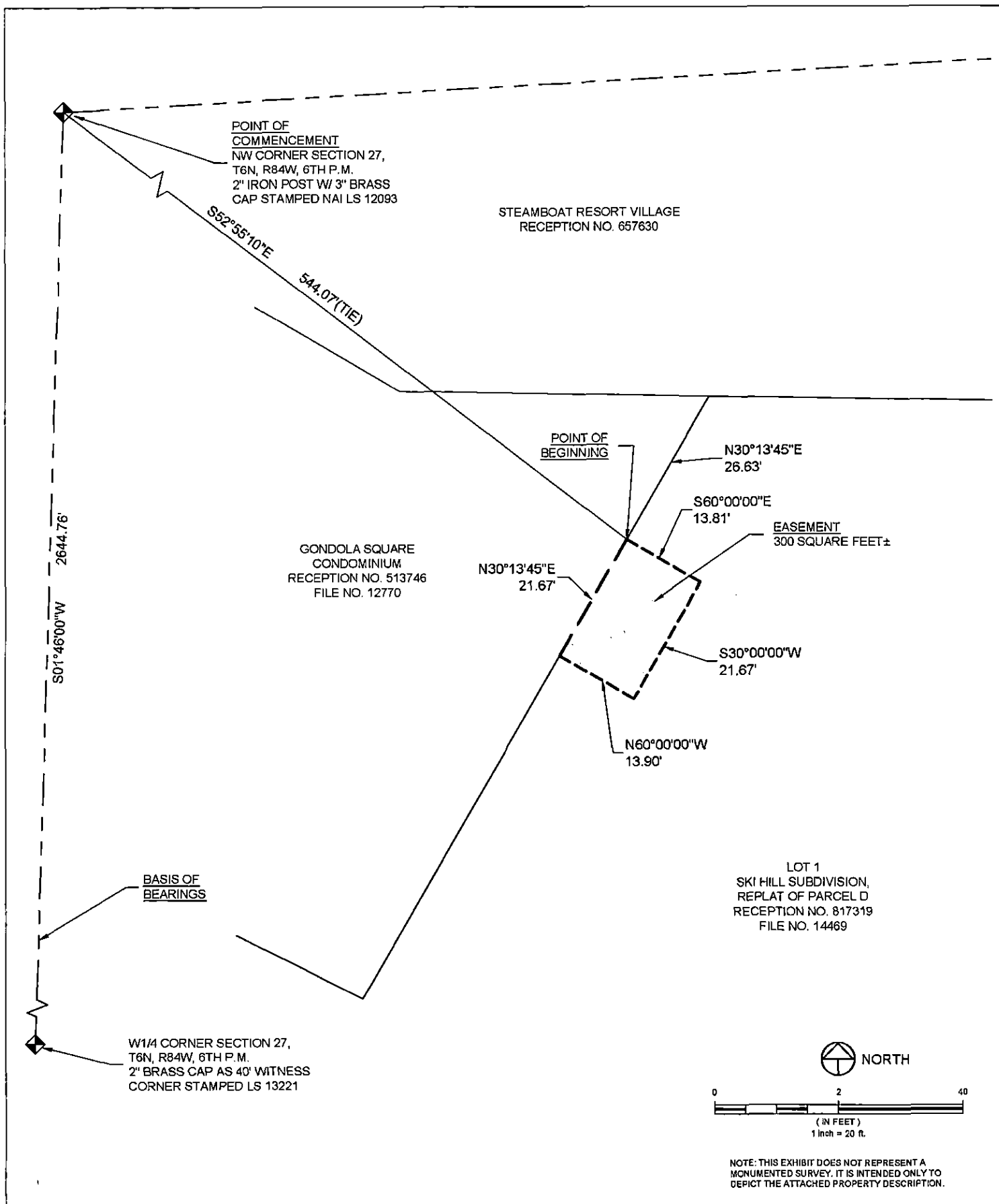
PROJECT:	2550-001
DATE:	05/12/21
DRAWN BY:	JAG
CHECKED BY:	

EXHIBIT A
EASEMENT
LOCATED IN THE NW1/4 SECTION 27,
TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

1

Of 2 Sheets




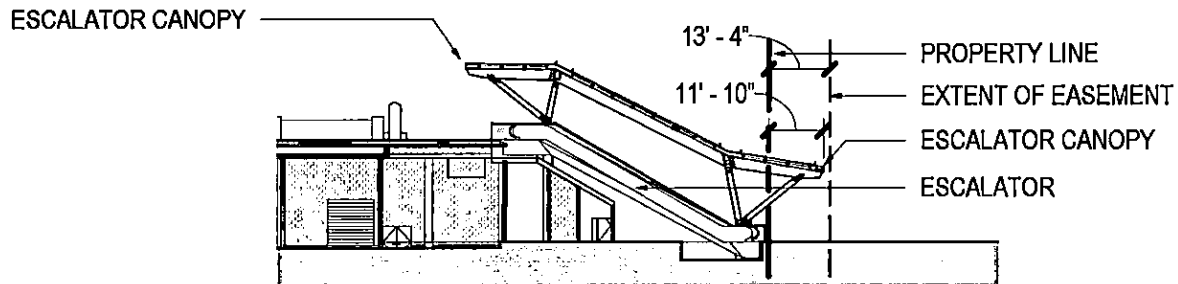
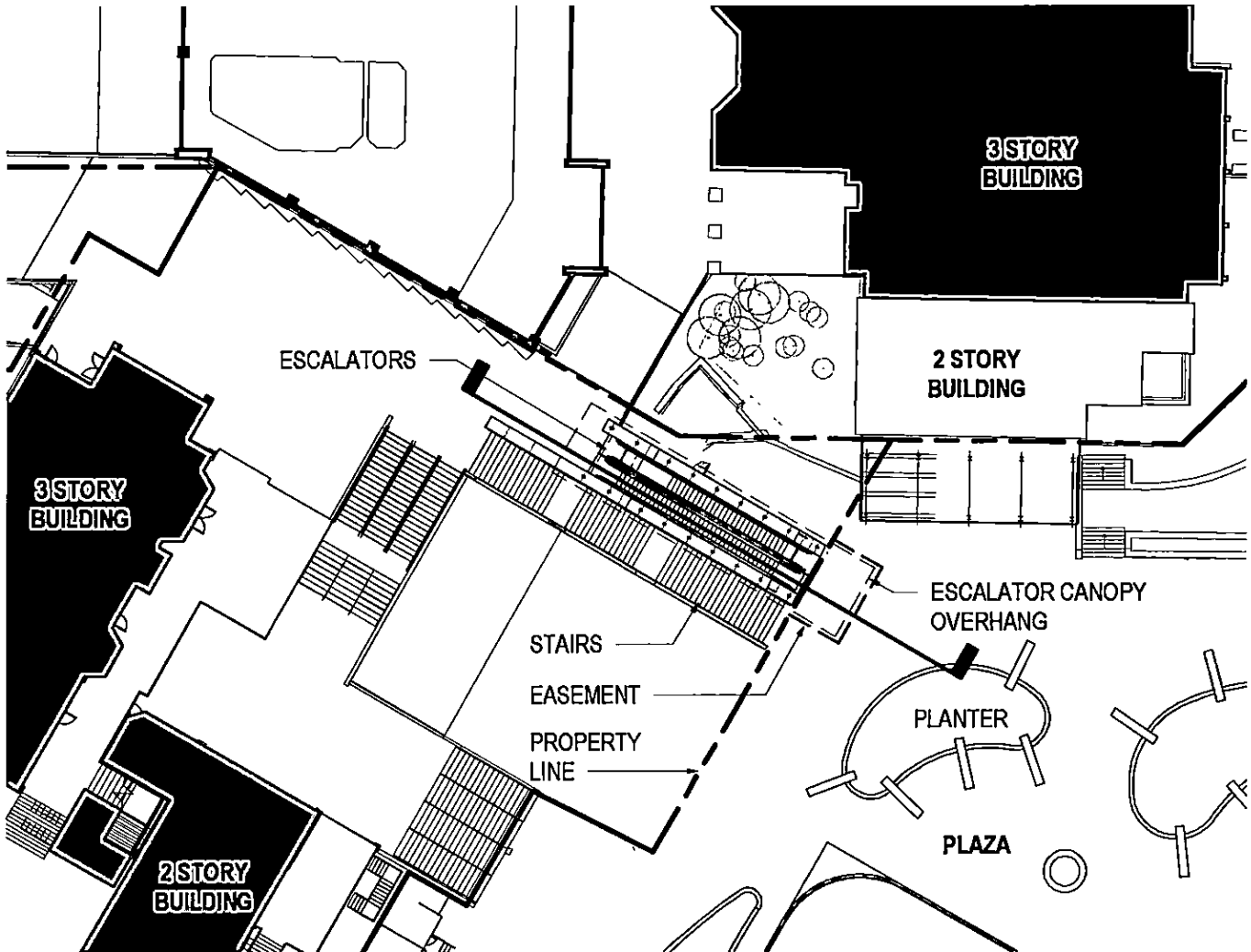
 <p>www.landmark-co.com</p>	PROJECT: 2550-001	EXHIBIT A EASEMENT LOCATED IN THE NW1/4 SECTION 27, TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.; CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO	SHEET 2 Of 2 Sheets
	DATE: 05/12/21		
	DRAWN BY: JAG		
	CHECKED BY:		

EXHIBIT B - ESCALATOR CANOPY EASEMENT

Project	SSRC BASE AREA IMPROVEMENTS	Project Number	003.7835.000	Gensler
Description		Issue/Rev		
Prepared by	JWA	Drawing Scale	1" = 40'-0"	Date
				05/21/2021





Community Engagement and Outreach Plan

Type of Engagement/Outreach	Update Frequency	Notes
Website	Weekly	Construction updates and information on impacts to traffic, neighbors, and guests.
Wayfinding signage and base area map	In progress to debut before we open in June. Will update as needed through summer and fall.	Will guide guests on access to base area activities and areas to avoid due to construction.
Coordinated communications with City	As needed	Will work with City Communications Manager to coordinate communication on construction activities that will have a larger impact to traffic or neighbors.
Coordinated communications with City – Mt Werner Project	Bi-Weekly	Will coordinate with the City of Steamboat / Mt Werner construction team to join their bi-weekly calls with updates on the progress for the resort.
Communication with Community Stakeholders	Regular	At the initial announcement of redevelopment, the project team contacted local stakeholders (nonprofits, community groups and businesses) that would be impacted by summer construction. We will continue regular communications with these stakeholders on changes as the base that might impact their events, work, or regular summer activities.
Community Town Halls and engagement events	2 to 3 times this summer	We currently have a virtual Town Hall scheduled in partnership with Routt County riders to update locals on the status and access to trails and the Steamboat Bike Park through the summer. We are currently discussing other town halls for specific stakeholders and events for the community to learn more about the construction project and future plans for the base area.
Social media photo/video content	1-2 times per month	Will share photos of project milestones on our social media channels as they occur.
Press Releases		For critical information such as traffic impacts, particularly heavy traffic associate with truck hauling.