

DECLARATION OF EASEMENTS

THIS DECLARATION is made this 21st day of April, 2020, by BEAR CLAW II CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation ("Declarant"), whose address is 2420 Ski Trail Lane, Steamboat Springs, Colorado 80487.

EXPLANATORY STATEMENT

Declarant is the Owner of certain real estate in Routt County, Colorado described as Lot 12, Block 2, Ski Trail Subdivision, Filing No. 3 ("Lot 12"), according to the Plat recorded at File No. 6718 of the Routt County, Colorado real property records. Declarant is also the owner of Lot 11, Block 2, Ski Trail Subdivision, Filing No. 3 ("Lot 11"). Simultaneously with the recording of this Declaration, Declarant has subdivided Lot 11 by recording the Plat of Bear Claw Estates in the Routt County, Colorado real property records (the "Bear Claw Estates Plat"). The Bear Claw Estates Plat subdivides Lot 11 into Lot 11A, Bear Claw Estates ("Lot 11A") and Lot 11B, Bear Claw Estates ("Lot 11B"). By this Declaration, Declarant desires to establish certain perpetual easements for the benefit of Lot 11A and for the benefit of 11B, as described in this Declaration.

DECLARATION

1. Establishment of Easements. Declarant hereby creates, declares and establishes the following perpetual easements on the terms and conditions set forth in this Declaration:

(a) A non-exclusive private access easement benefiting Lot 11B located on and burdening Lot 12 in the area described on the Exhibit attached hereto and incorporated herein labeled "Exhibit Private Access Easement" ("Lot 11B Driveway Easement").

(b) A non-exclusive easement for a private water service line benefiting Lot 11B located on and burdening that portion of Lot 11A shown and labeled as "Private Water Service Easement" on the Bear Claw Estates Plat ("Lot 11B Water Line Easement").

(c) A non-exclusive 20-foot-wide easement for a private sewer line benefiting Lot 11A located on and burdening that portion of Lot 11B located 10 feet on each side of the line shown and labeled as "Center Line Private Sewer Service Easement" on the Bear Claw Estates Plat ("Lot 11A Sewer Line Easement").

The Lot 11B Driveway Easement, the Lot 11B Water Line Easement and the Lot 11A Sewer Line Easement are each referred to herein as an "Easement," and the area burdened by each Easement is referred to as an "Easement Area."

2. Purposes of Easements.

(a) The purpose of the Lot 11B Driveway Easement is to provide a way for a private driveway serving Lot 11B, including rights to construct, maintain, reconstruct, improve,

repair, remove and use the driveway and related improvements serving Lot 11B, including a right of access within the applicable Easement Area.

(b) The purpose of the Lot 11B Water Line Easement is to provide a way for a private water service line serving Lot 11B, including rights to construct, maintain, reconstruct, improve, repair, remove and use a private water service line serving Lot 11B, including a right of access within the applicable Easement Area.

(c) The purpose of the Lot 11A Sewer Line Easement is to provide a way for a private sewer service line serving Lot 11A, including rights to construct, maintain, reconstruct, improve, repair, remove and use a private sewer service line serving Lot 11A, including a right of access within the applicable Easement Area.

3. Benefit and Non-Merger of Easements. The Easements shall benefit the Declarant and the Declarant's successors in title to Lot 11A and Lot 11B, as applicable. The Easements shall be perpetual, irrevocable, shall run with the land, and shall be appurtenant to and benefit Lot 11A and Lot 11B, as applicable. Nothing in this Declaration shall prevent the non-exclusive use of an Easement Area by the owner of the property on which the Easement Area is located or by parties authorized by such owner, provided such use does not interfere with the Easement. Notwithstanding the current common ownership of Lot 12, Lot 11A and Lot 11B, the Easements shall not merge and shall continue in force and effect notwithstanding such common ownership. Declarant expressly intends that the Easements shall not be extinguished or terminated by merger.

4. Maintenance, Repair and Damage. Any party authorized by this Declaration to install improvements in an Easement Area shall be solely responsible for the maintenance of such improvements and shall be responsible for any damage resulting from their use of the Easement. Without limitation, any surface damage resulting from the installation of underground improvements shall be repaired by the party installing the improvement, and the surface shall be restored to its condition prior to the damage.

5. No Obligation to Construct Improvements. This Declaration does not obligate the Declarant to construct, improve or maintain facilities or improvements of any nature with respect to any Easement or within any Easement Area.

6. General Provisions.

(a) Waivers. No provision of this Declaration may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless expressly so stated in the instrument of waiver. The failure to enforce any provision of this Declaration shall not constitute a waiver of or impair the effectiveness of this Declaration.

(b) Duration; Successors. The Easements and the provisions of this Declaration shall be perpetual, shall run with the land and shall bind and benefit the heirs, devisees, assigns and other successors in title to Lot 12, Lot 11A and Lot 11B.

(c) Amendment and Termination. This Declaration may be amended or terminated as to any of the Easements only with the consent of all the owners of the properties benefited and burdened by the Easement in question at the time the amendment or termination is effective. Any amendment or termination shall be effective upon recording in the real property records of Routt County written instruments (which may be executed in counterparts) setting forth the amendment or stating that this Declaration is terminated, as applicable, executed by all the record owners of the properties benefited and burdened by the Easement in question.

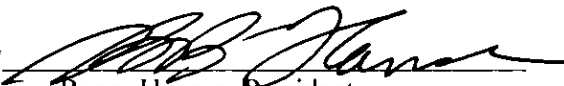
(d) Headings and Exhibits. The captions and headings used in this Declaration are intended solely for convenience of reference, and shall not be considered in construing any of the provisions of this Declaration. All of the Exhibits attached hereto are incorporated into this Declaration by reference.

(e) Gender and Number. In this Declaration, the singular number shall include the plural, the plural the singular, and use of any gender shall include all other genders, as appropriate.

(f) Governing Law. This Declaration shall be governed by and construed under the laws of the state of Colorado, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements as of the day and year first above written.

BEAR CLAW II CONDOMINIUM ASSOCIATION, a
Colorado nonprofit corporation

By 
Roger Hansen, President

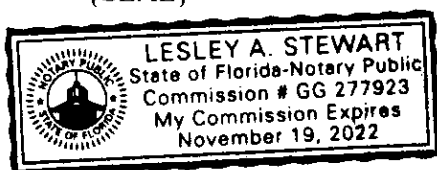
STATE OF FLORIDA)
) ss.
COUNTY OF MARTIN)


The foregoing instrument was acknowledged before me this 13 day of April, 2020, by Roger Hansen as President of Bear Claw II Condominium Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/19/22

{SEAL}




Notary Public

PROPERTY DESCRIPTION

PRIVATE ACCESS EASEMENT

A PRIVATE ACCESS EASEMENT OVER AND ACROSS A PORTION OF LOT 12, BLOCK 2, SKI TRAIL SUBDIVISION FILING NO. 3, AS RECORDED AS FILE NO. 6718 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE NW 1/4 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 WESTERLY LINE OF LOT 11, BLOCK 2, SKI TRAIL SUBDIVISION FILING NO. 3, AS RECORDED AS FILE NO. 6718 IN THE ROUTT COUNTY RECORDS. BEARING N17°38'08"W PER THE PLAT OF EDMONT CONDOMINIUM - BUILDING A AS RECORDED UNDER RECEPTION NO. 694320 AND IN FILE NO. 13966 IN THE ROUTT COUNTY RECORDS.

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 12, BLOCK 2; THENCE S83°34'54"E, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 12, BLOCK 2, A DISTANCE OF 51.32 FEET TO THE POINT OF BEGINNING;

THENCE N06°20'29"E, A DISTANCE OF 7.30 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 30' WIDE ROADWAY EASEMENT AS RECORDED UNDER RECEPTION NO. 691485 IN THE ROUTT COUNTY RECORDS;
THENCE ALONG SAID SOUTHERLY BOUNDARY OF A 30' WIDE ROADWAY EASEMENT, AND ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 4°59'19", AND AN ARC LENGTH OF 14.37 FEET, THE CHORD OF WHICH BEARS S53°02'50"E, A DISTANCE 14.36 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY OF LOT 12, BLOCK 2.
THENCE N83°34'54"W, ALONG SAID SOUTHERLY BOUNDARY OF LOT 12, BLOCK 2, A DISTANCE OF 12.36 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 44 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 2199-002

DATE 5/2/19

DRAWN BY: AJS

CHECKED BY: JAG

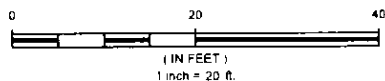
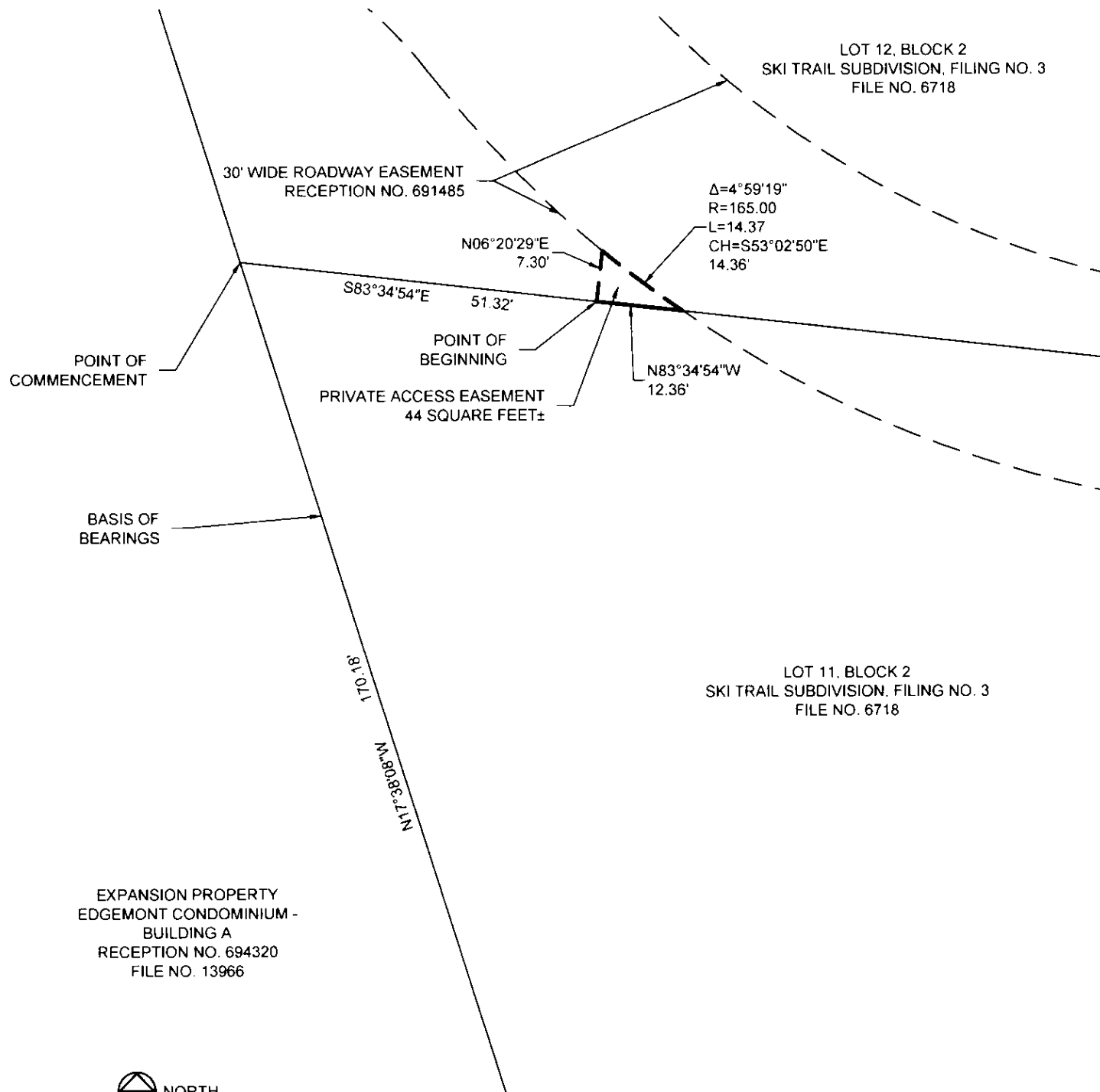
EXHIBIT

PRIVATE ACCESS EASEMENT
LOCATED IN LOT 12, BLOCK 2, SKI TRAIL SUB. FLG. NO. 3
LOCATED IN THE NW1/4 SEC. 27, T6N, R84W, 6TH P.M.
CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT,
STATE OF COLORADO

SHEET

1

Of 2 Sheets



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



PROJECT 2199-002
DATE: 5/2/19
DRAWN BY: AJS
CHECKED BY: JAG

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Of 2 Sheets