

### **DRAINAGE EASEMENT**

THIS GRANT OF A DRAINAGE EASEMENT, made and entered into this <sup>th</sup> 2<sup>nd</sup> day of January, 2022, by and between FV Basecamp, LLC(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, located at 1950 Curve Plz and 1901 Curve Ct (address), PIN 278600001 and 278600002, respectively, more particularly described on EXHIBIT A, attached hereto and made a part hereof by this reference (hereafter the "Property"); and

WHEREAS, the Grantor desires to convey to Grantee a drainage easement over and across that part of said Property more particularly described in Exhibit A attached hereto, and by this reference made a part hereof, under certain terms and conditions hereafter enumerated; and

WHEREAS, the Grantee desires to accept said drainage 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 forever, a drainage easement in, to, over, under and across the Property described in the attached Exhibit A.
2. **EASEMENT PURPOSE.** The Easement shall be for the construction, maintenance, and use of a culvert and associated drainage facilities, (hereafter the "Easement"). 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 Property.
3. **MAINTENANCE.** Maintenance, repair, and replacement of the drainage facilities, once constructed, shall be the responsibility of FV Basecamp LLC and/or future owner(s) of the proposed redevelopment of Lots 1 and 2, Worldwest Subdivision.
4. **OBSTRUCTIONS.** Grantor agrees not to obstruct, impede, or interfere with said Easement, and Grantee agrees not to interfere with the rights of Grantor for ingress and egress to the property encumbered hereby.
5. **LIABILITY AND IMMUNITIES.** 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.
6. **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 the Grantor and Grantee only and do not create any obligations, duties, or benefits to persons not party hereto.

7. **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 all parties.
8. **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.
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, subject to all reservations, restrictions, and encumbrances of record, and is covered by a general title insurance policy.
10. **NOTICES.** All notices, communications, or written devices concerning the aforementioned Easement 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.

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

GRANTOR  
FV Basecamp LLC  
c/o May Riegler Properties  
2201 Wisconsin Ave NW  
Washington DC 20007

11. **RECORDATION.** This Easement shall be recorded in the real estate records of the Clerk and Recorder for Routt County, Colorado, and shall be a burden upon the Property. The obligations contained herein shall be binding upon the heirs, successors and assigns of the Property.

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

**GRANTEE, CITY OF STEAMBOAT SPRINGS,**

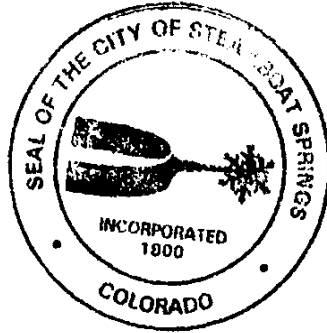
A Colorado Home Rule Municipality

BY: \_\_\_\_\_

Gary Suiter, City Manager

ATTEST:

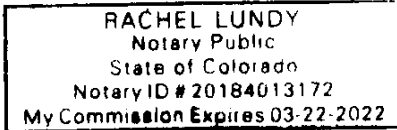
Julie Franklin  
Julie Franklin, CMC  
City Clerk



State of Colorado    )  
                                  ) ss.  
County of Routt     )

The foregoing instrument was acknowledged before me this 26 day of January, 2019, by Gary Suiter as City Manager and attested by Julie Franklin, City Clerk, for the City of Steamboat Springs, a Colorado Home Rule Municipality.

WITNESS my hand and official seal.



Rachel Lundy  
Notary Public

My Commission expires: 3-22-22

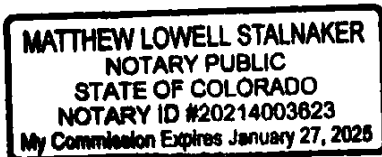
**GRANTOR**

By: Kevin Riegler  
KEVIN RIEGLER

State of Colorado    )  
                                  ) ss.  
County of Routt     )

The foregoing instrument was acknowledged before me this 11 day of Jan, 2019, by Kevin Riegler for FV Basecamp LLC.

WITNESS my hand and official seal.



Matthew L. Stalaker  
Notary Public

My Commission expires: Jan. 27, 2025

PROPERTY DESCRIPTION

DRAINAGE EASEMENT

A DRAINAGE EASEMENT OVER AND ACROSS A PORTION OF LOTS 1 AND 2, WORLDWEST SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 669520 AND IN FILE NO. 13807 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SW 1/4 SECTION 6, 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 SOUTHERLY BOUNDARY LINE OF LOT 1, WORLDWEST SUBDIVISION, AS RECORDED UNDER RECEPTION NO. 669520 AND IN FILE NO. 13807 IN THE ROUTT COUNTY RECORDS, BEARING S88°34'34"E PER COLORADO NORTH ZONE COORDINATE SYSTEM, NAD83(2011) BASED ON THE CITY OF STEAMBOAT SPRINGS GIS CONTROL NETWORK.

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 09°00'38", AND AN ARC LENGTH OF 40.89 FEET, THE CHORD OF WHICH BEARS S86°52'54"W, A DISTANCE OF 40.85 FEET;
2. S01°20'21"W, A DISTANCE OF 10.28 FEET;
3. N88°26'48"W, A DISTANCE OF 6.13 FEET TO THE POINT OF BEGINNING;

THENCE N88°34'34"W, ALONG SAID SOUTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 183.45 FEET;  
THENCE ALONG SAID SOUTHERLY BOUNDARY OF LOT 1, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 62°44'00", AND AN ARC LENGTH OF 82.12 FEET, THE CHORD OF WHICH BEARS N57°15'40"W, A DISTANCE OF 78.08 FEET;

THENCE S87°10'32"E, A DISTANCE OF 76.74 FEET;

THENCE N61°19'47"E, A DISTANCE OF 128.83 FEET;

THENCE N40°01'18"E, A DISTANCE OF 24.71 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 288.50 FEET, A CENTRAL ANGLE OF 09°55'39", AND AN ARC LENGTH OF 49.99 FEET, THE CHORD OF WHICH BEARS S05°35'27"E, A DISTANCE OF 49.93 FEET;

THENCE S00°37'37"E, A DISTANCE OF 37.71 FEET;

THENCE N89°22'23"E, A DISTANCE OF 18.00 FEET;

THENCE S00°37'37"E, A DISTANCE OF 35.94 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 13,272 SQUARE FEET OR 0.30 ACRES.

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: 2387-004

DATE: 12/07/21

DRAWN BY: JAG

CHECKED BY: BC

**EXHIBIT**

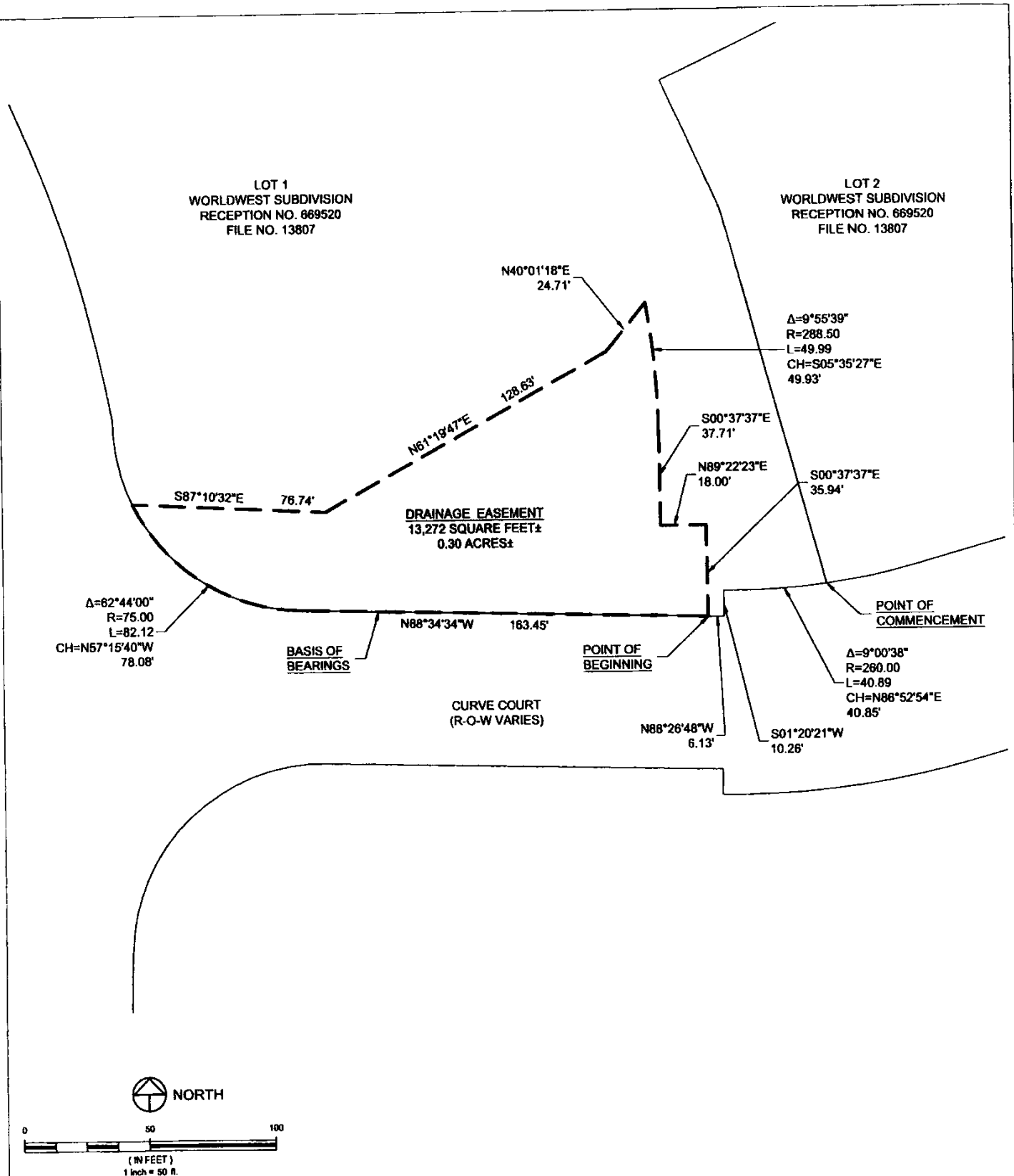
**DRAINAGE EASEMENT**

LOCATED IN LOTS 1 & 2, WORLDWEST SUBDIVISION;  
SW1/4 SECTION 6, 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.



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STATE OF COLORADO

SHEET

2

Of 2 Sheets