

PUBLIC ACCESS EASEMENT

THIS GRANT OF A PUBLIC ACCESS EASEMENT, made and entered into this 26th 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 more particularly described as Lots 1 and 2, Worldwest Subdivision, PINs 278600001 and 278600002, respectively (hereafter the "Property"); and

WHEREAS, the Grantor desires to convey to Grantee a public access easement and right-of-way over and across that part of said real property more particularly described in the Exhibit 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 public access easement and right-of-way 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 perpetual and non-exclusive public access easement and right-of-way in, to, over, under and across the real property described in the attached Exhibit.
2. **EASEMENT PURPOSE.** The Easement shall be for Public Access. 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 of the drive, once constructed, shall be the responsibility of FV Basecamp LLC and/or future property owner(s) of the proposed redevelopment of Lots 1 and 2 Worldwest Subdivision, per City of Steamboat Springs Revised Municipal Code Section 20-31, et. seq.
4. **COMMERCIAL USE.** The public access easement and right-of-way shall not be used for commercial purposes, maintenance and emergency vehicles excepted.
5. **ENFORCEMENT OF PROHIBITED USES.** Either party may notify, in writing, the other party of any apparent unauthorized uses including, but not limited to, commercial use of the Easement in violation of the terms of this Agreement. The party receiving such written notification shall cease or take immediate steps to prevent further prohibited use of the Easement.
6. **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. Grantor reserves the right to request reasonable allowances for temporary obstruction of the Easement for maintenance or repair of its contiguous property.

7. **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.
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 the Grantor and Grantee 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 all parties.
10. **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.
11. **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.
12. **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 10th St.
Steamboat Springs, CO 80477

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

My Commission expires: 1/5/2020

PROPERTY DESCRIPTIONACCESS EASEMENT

AN ACCESS 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, AND ALONG THE ARC OF AS CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 03°42'53", AND AN ARC LENGTH OF 16.86 FEET, THE CHORD OF WHICH BEARS S84°14'01"W, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 05°16'22", AND AN ARC LENGTH OF 23.93 FEET, THE CHORD OF WHICH BEARS S88°45'02"W, A DISTANCE OF 23.92 FEET;

THENCE N03°19'55"W, A DISTANCE OF 1.77 FEET;

THENCE N00°37'37"W, A DISTANCE OF 61.86 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 313.00 FEET, A CENTRAL ANGLE OF 28°14'08", AND AN ARC LENGTH OF 154.25 FEET, THE CHORD OF WHICH BEARS N14°44'41"W, A DISTANCE OF 152.69 FEET;

THENCE N28°51'45"W, A DISTANCE OF 174.64 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 288.00 FEET, A CENTRAL ANGLE OF 21°16'21", AND AN ARC LENGTH OF 106.93 FEET, THE CHORD OF WHICH BEARS N39°29'56"W, A DISTANCE OF 106.32 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 06°34'10", AND AN ARC LENGTH OF 11.47 FEET, THE CHORD OF WHICH BEARS N53°25'11"W, A DISTANCE OF 11.46 FEET;

THENCE N56°42'16"W, A DISTANCE OF 26.12 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 37.00 FEET, A CENTRAL ANGLE OF 24°30'37", AND AN ARC LENGTH OF 15.83 FEET, THE CHORD OF WHICH BEARS N68°57'35"W, A DISTANCE OF 15.71 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE N44°17'41"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 46.89 FEET TO THE MOST WESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO.S 779286 AND 781467 IN THE ROUTT COUNTY RECORDS;

THENCE S45°39'49"E, ALONG THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NO.S 779286 AND 781467, A DISTANCE OF 6.40 FEET;

THENCE N59°03'25"E, ALONG SAID NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO.S 779286 AND 781467, A DISTANCE OF 8.55 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°12'09", AND AN ARC LENGTH OF 28.45 FEET, THE CHORD OF WHICH BEARS S10°40'23"E, A DISTANCE OF 26.94 FEET;

THENCE S43°16'28"E, A DISTANCE OF 58.32 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 312.00 FEET, A CENTRAL ANGLE OF 14°24'42", AND AN ARC LENGTH OF 78.48 FEET, THE CHORD OF WHICH BEARS S36°04'06"E, A DISTANCE OF 78.27 FEET;

THENCE S28°51'45"E, A DISTANCE OF 174.64 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET, A CENTRAL ANGLE OF 28°14'08", AND AN ARC LENGTH OF 166.07 FEET, THE CHORD OF WHICH BEARS S14°44'41"E, A DISTANCE OF 164.40 FEET;

THENCE S00°37'37"E, A DISTANCE OF 61.86 FEET;

THENCE S00°37'37"E, A DISTANCE OF 1.50 FEET;

TO THE POINT OF BEGINNING; TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 14,026 SQUARE FEET OR 0.32 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

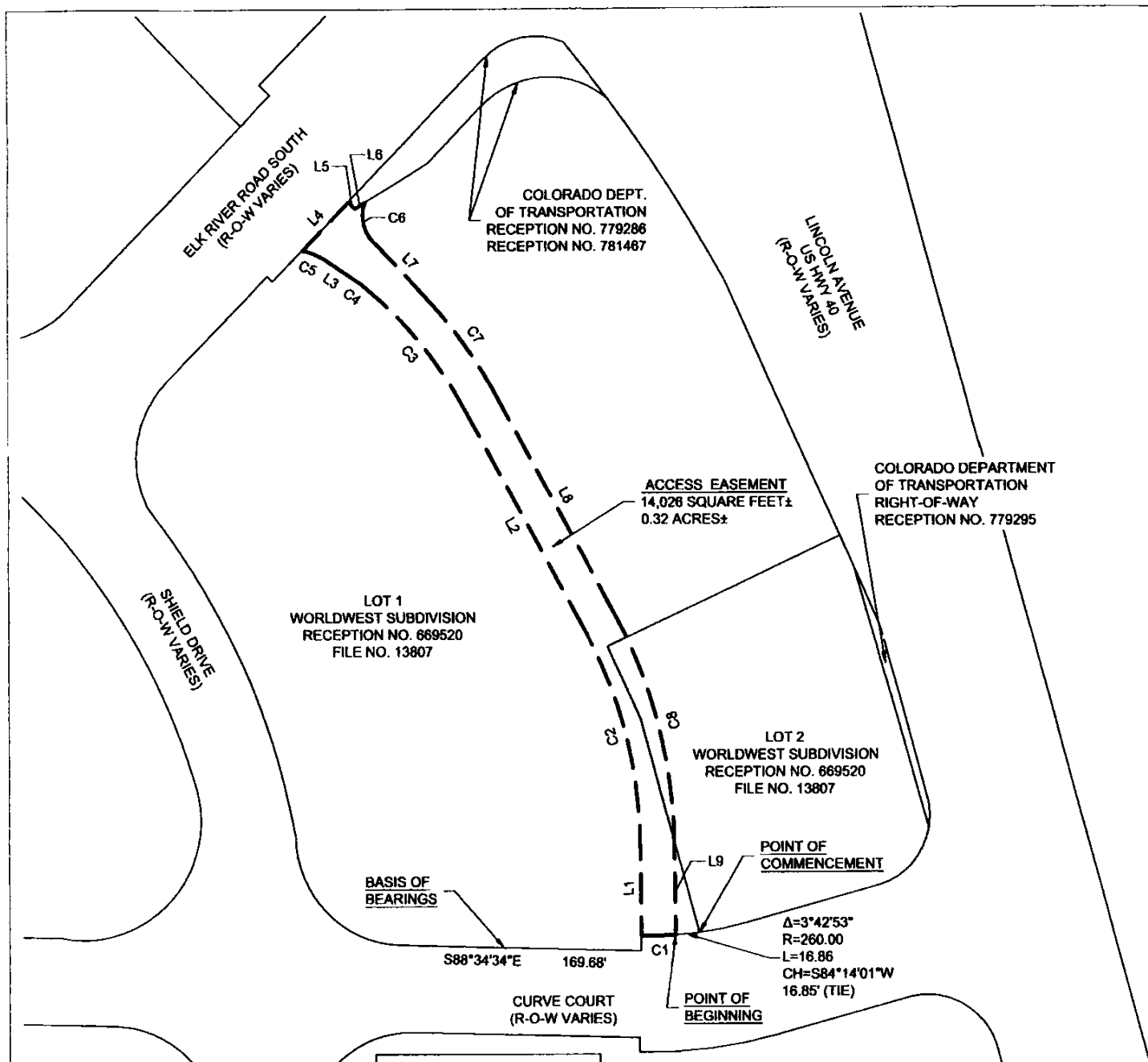
ACCESS EASEMENT

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



LINE TABLE

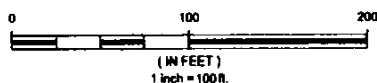
LINE	BEARING	LENGTH
L1	N00°37'37"W	61.86'
L2	N28°51'45"W	174.64'
L3	N56°42'16"W	26.12'
L4	N44°17'41"E	46.89'
L5	S45°39'49"E	6.40'
L6	N59°03'25"E	8.55'
L7	S43°16'28"E	56.32'
L8	S28°51'45"E	174.64'
L9	S00°37'37"E	61.86'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	23.93'	260.00'	5°16'22"	N88°45'02"E	23.92'
C2	154.25'	313.00'	28°14'08"	N14°44'41"W	152.68'
C3	106.93'	288.00'	21°16'21"	N39°28'56"W	106.32'
C4	11.47'	100.00'	6°34'10"	N53°25'11"W	11.46'
C5	15.83'	37.00'	24°30'37"	N68°57'35"W	15.71'
C6	28.45'	25.00'	65°12'09"	S10°40'23"E	26.94'
C7	78.48'	312.00'	14°24'42"	S36°04'06"E	78.27'
C8	166.07'	337.00'	28°14'08"	S14°44'41"E	164.40'



NORTH



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



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ACCESS EASEMENT

LOCATED IN LOTS 1 & 2, WORLDWEST SUBDIVISION;
SW1/4 SECTION 8, T6N, R84W, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT,
STATE OF COLORADO

SHEET

2

Of 2 Sheets