



May 18, 2023

Kelly Douglas

Re: Easement Reception No.767924 (Edgemont Setback Easement)
Easement Reception No.675271 (Ingress and Egress Easement)
Easement Reception No.731769 (Gondola Access Easement)

Kelly

Astrid has been in communication with the Grantees for the above reference easements and I have attached the following communication and releases.

1. Reception No.767924 relates to the Setback Easement adjacent to Edgemont Condominiums. Attached is a letter from Fred Auch, President of the Edgemont Condo Association agreeing to our proposed improvements in this easement area.
2. Reception No.675271 relates to a 25' wide easement along the southerly half of the vacated portion of Gondola Lane. Attached are scanned copies of the release of this easement by Terry Stack (Joe Brennan's widow) & Nancy Brennan (Joe Brennan's sister), the joint owners of Administrative Unit 1. Also included is the signed copy of a release from Shamrock 3 Trust, the owners of Administrative Unit 2.
3. Reception No.731769 relates to the Gondola Access Easement across the westerly portion of the Astrid property to the existing gondola lift tower adjacent to the proposed Gondola Lane Road extension. Attached is a letter from Dave Hunter @ Steamboat Ski & Resort Corp. related to current negotiations concerning the release of this easement pending construction of the proposed road extension.

I have signing authority related to some of these documents for Joe Brennan, as Personal Representative for his Estate. We plan to release these with filing of the final Plat. I hope this addresses your concerns related to encroachments into these easements. Please give me a call if you need further clarification.

Sincerely,

Eric Smith

Eric Smith

From: fredauch26@gmail.com
Sent: Thursday, May 18, 2023 12:11 PM
To: kdouglas@steamboatsprings.net
Cc: Myles Sherman; Eric Smith; Edgemont Board
Subject: Astrid Condominium project
Attachments: ASTRID SITE EXHIBIT WITH STONE 4-28-23.pdf; Landscape drawing 2023-05-16.pdf

Kelly Douglas
Senior Planner
City of Steamboat Springs

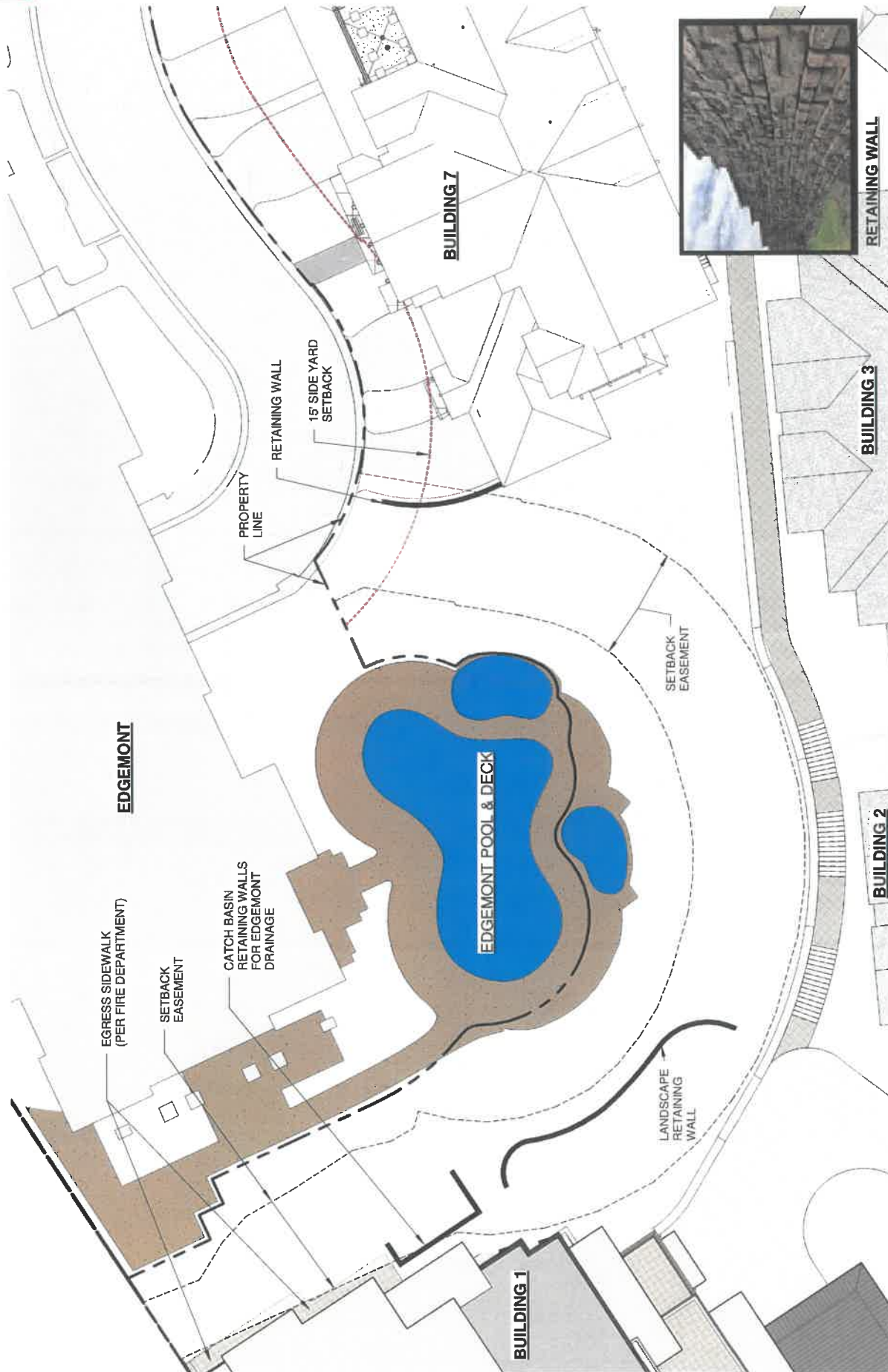
kdouglas@steamboatsprings.net

re: Astrid Condominium project

Ms. Douglas,

We are writing this letter to the planning staff as the Board of the Edgemont Condominium Association regarding the proposed Astrid Development Permit. We have met with the Astrid property developer and their Architect, and reviewed the attached landscape plan and site plan exhibits that show proposed landscaping and site retaining walls and improvements within the "Setback Easement" recorded as reception #767924 and shown on the survey for the property. The Edgemont Condominium Association has approved the improvements proposed to be located within the easement as indicated on the attached plans.

Edgemont Condominium Association Board
Fred Auch, President



EDGEMONT EXHIBIT

1" = 20'-0"



DRAWN: 05-16-2023

TERMINATION OF EASEMENT
SET FORTH IN
BARGAIN AND SALE DEED
RECORDED AT RECEPTION #675271

THIS TERMINATION of Easement Agreement is entered into this 9 day of May, 2023 between the Estate of Joseph M. Brennan, Steamboat Esquiar, LP and Shamrock 3 Trust.

Whereas, a Bargain and Sale Deed dated June 3, 2008 between Joseph M. Brennan as "Grantor" and DB Bear Paw, LLC as "Grantee" was recorded June 10, 2008 at Reception #675271 of the records of the Routt County Clerk and Recorder ("DB Bear Paw Bargain and Sale Deed");

Whereas, the easement reserved by grantor is appurtenant to Administrative Units 1 and 2 also described as Units 1 and 2 Bear Claw II Condominiums, Routt County Colorado ("Administrative Units I and II"); and

Whereas, Shamrock 3 Trust is the owner of Administrative Unit 2, Bear Claw II Condominiums, Routt County, Colorado; and

Whereas, Brennan is deceased and the Estate of Joseph M. Brennan is the successor to the rights of Grantor;

NOW THEREFORE, the Parties agree as follows:

1. Upon Execution of this Easement Agreement by all parties, Steamboat Esquiar, LP shall pay Shamrock 3 Trust the sum of \$4,000.
2. Shamrock 3 Trust for itself and its successors and assigns in its capacity as owner of Administrative Unit II wishes to release, terminate, and extinguish any rights it may have to the easement described in the DB Bear Paw Bargain and Sale Deed.
3. The Estate of Joseph M. Brennan in its capacity of the successor of Joseph M. Brennan wishes to release, terminate, and extinguish its right to assign and transfer to the Bear Claw II Condominium Association, and/or Bear Claw Condominium Association Phase I the easement reserved in the DB Bear Paw Bargain and Sale Deed.
4. This Agreement is intended to extinguish any and all rights of Joseph M. Brennan, Estate of Joseph M. Brennan and Shamrock 3 Trust may have in the easement set forth in the DB Bear Paw Bargain and Sale Deed.

Shamrock 3 Trust

By: Anthony Ausband, Trustee

Estate of Joseph M. Brennan

By: Eric Smith, Personal Representative

By: Eva Lang, Trustee

Steamboat Esquiar, LP

By: Myles G. Sherman, Managing Partner

TERMINATION OF EASEMENT
SET FORTH IN
BARGAIN AND SALE DEED
RECORDED AT RECEPTION #675271

THIS TERMINATION of Easement Agreement is entered into this 9 day of MAY, 2023 between the Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse LLLP and Steamboat Esquiar, LP.

Whereas, a Bargain and Sale Deed dated June 3, 2008 between Joseph M. Brennan as "Grantor" and DB Bear Paw, LLC as "Grantee" was recorded June 10, 2008 at Reception #675271 of the records of the Routt County Clerk and Recorder ("DB Bear Paw Bargain and Sale Deed");

Whereas, the easement reserved by grantor is appurtenant to Administrative Units 1 and 2 also described as Units 1 and 2 Bear Claw II Condominiums, Routt County Colorado ("Administrative Units I and II"); and

Whereas, Joseph M. Brennan Penthouse LLLP is the owner of Administrative Unit 1, Bear Claw II Condominiums, Routt County, Colorado; and

Whereas, Brennan is deceased and the Estate of Joseph M. Brennan is the successor to the rights of Grantor;

NOW THEREFORE, the Parties agree as follows:

1. Steamboat Esquiar, LP shall pay \$4,000 to Joseph M. Brennan Penthouse LLLP to be disbursed as follows: \$2,000 to Terry C. Stack and \$2,000 to Nancy Brennan.
2. Joseph M. Brennan Penthouse LLLP for itself and its successors and assigns in its capacity as owner of Administrative Unit I wishes to release, terminate, and extinguish any rights it may have to the easement described in the DB Paw Bargain and Sale Deed.
3. The Estate of Joseph M. Brennan in its capacity of the successor of Joseph M. Brennan wishes to release, terminate, and extinguish its right to assign and transfer to the Bear Claw II Condominium Association, Phase I the easement reserved in the DB Bear Paw Bargain and Sale Deed.
4. This Agreement is intended to extinguish any and all rights of Joseph M. Brennan, Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse LLLP may have in the easement set forth in the DB Bear Paw Bargain and Sale Deed.

Joseph M. Brennan Penthouse LLLP


By: Terry C. Stack, CO-General Partner

By: Nancy E. Brennan, CO-General Partner

TERMINATION OF EASEMENT
SET FORTH IN
BARGAIN AND SALE DEED
RECORDED AT RECEPTION #675271

THIS TERMINATION of Easement Agreement is entered into this _____ day of _____, 2021
between the Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse L.L.P. and Steamboat
Esquiar, LP.

Whereas, a Bargain and Sale Deed dated June 3, 2008 between Joseph M. Brennan as "Grantor" and DB
Bear Paw, LLC as "Grantee" was recorded June 10, 2008 at Reception #675271 of the records of the
Routt County Clerk and Recorder ("DB Bear Paw Bargain and Sale Deed");
Whereas, the easement reserved by grantor is appurtenant to Administrative Units 1 and 2 also described
as Units 1 and 2 Bear Claw II Condominiums, Routt County Colorado ("Administrative Units 1 and 2");
and

Whereas, Joseph M. Brennan Penthouse L.L.P. is the owner of Administrative Unit 1, Bear Claw II
Condominiums, Routt County, Colorado; and
Whereas, Brennan is deceased and the Estate of Joseph M. Brennan is the successor to the rights of
Grantor;

NOW THEREFORE, the Parties agree as follows:

1. Steamboat Esquiar, LP shall pay \$4,000 to Joseph M. Brennan Penthouse L.L.P. to be disbursed as follows: \$2,000 to Terry C. Stack and \$2,000 to Nancy Brennan.
2. Joseph M. Brennan Penthouse L.L.P. for itself and its successors and assigns in its capacity as owner of Administrative Unit 1 wishes to release, terminate, and extinguish any rights it may have to the easement described in the DB Paw Bargain and Sale Deed.
3. The Estate of Joseph M. Brennan in its capacity of the successor of Joseph M. Brennan wishes to release, terminate, and extinguish its right to assign and transfer to the Bear Claw II Condominium Association, Phase I the easement reserved in the DB Bear Paw Bargain and Sale Deed.
4. This Agreement is intended to extinguish any and all rights of Joseph M. Brennan, Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse L.L.P. may have in the easement set forth in the DB Bear Paw Bargain and Sale Deed.

Joseph M. Brennan Penthouse L.L.P.

By: Terry C. Stack, CO-General Partner



By: Nancy E. Brennan, CO-General Partner

Steamboat Esquiar, LP

By: Myles G. Sherman, Managing Partner

Estate of Joseph M. Brennan

By: Eric Smith, Personal Representative

TERMINATION OF EASEMENT
SET FORTH IN
BARGAIN AND SALE DEED
RECORDED AT RECEPTION #675271

THIS TERMINATION of Easement Agreement is entered into this 24 day of APRIL, 2023 between the Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse LLLP.

Whereas, a Bargain and Sale Deed dated June 3, 2008 between Joseph M. Brennan as "Grantor" and DB Bear Paw, LLC as "Grantee" was recorded June 10, 2008 at Reception #675271 of the records of the Routt County Clerk and Recorder ("DB Bear Paw Bargain and Sale Deed");

Whereas, the easement reserved by grantor is appurtenant to Administrative Units 1 and 2 also described as Units 1 and 2 Bear Claw II Condominiums, Routt County Colorado ("Administrative Units I and II"); and

Whereas, Joseph M. Brennan Penthouse LLLP is the owner of Administrative Unit 1, Bear Claw II Condominiums, Routt County, Colorado; and

Whereas, Brennan is deceased and the Estate of Joseph M. Brennan is the successor to the rights of Grantor;

NOW THEREFORE, the Parties agree as follows:

1. Joseph M. Brennan Penthouse LLLP for itself and its successors and assigns in its capacity as owner of Administrative Unit I wishes to release, terminate, and extinguish any rights it may have to the easement described in the DB Bear Paw Bargain and Sale Deed.
2. The Estate of Joseph M. Brennan in its capacity of the successor of Joseph M. Brennan wishes to release, terminate, and extinguish its right to assign and transfer to the Bear Claw II Condominium Association, and/or Bear Claw Condominium Association Bear Claw Condominium Association Phase I the easement reserved in the DB Bear Paw Bargain and Sale Deed.
3. This Agreement is intended to extinguish any and all rights of Joseph M. Brennan, Estate of Joseph M. Brennan and Joseph M. Brennan Penthouse LLLP may have in the easement set forth in the DB Bear Paw Bargain and Sale Deed.

Joseph M. Brennan Penthouse LLLP

By: Nancy E. Brennan, co-General Partner

Estate of Joseph M. Brennan


Eric Smith, Personal Representative



To: City of Steamboat Springs
Planning & Community Department
124 10th Street
Steamboat Springs, CO 80487

From: Dave Hunter
Vice President Resort Operations
Steamboat Ski & Resort Corp.
2305 Mt. Werner Circle
Steamboat Springs, CO 80487

Re: The Astrid Development

To whom it may concern,

The Steamboat Ski & Resort Corporation is working closely with the development team of The Astrid on a possible agreement to vacate and/or relocate its gondola access easement pending completion of the proposed Gondola Lane Road from Ski Trail Lane up to the lift tower to provide un-interrupted access to the lift tower for maintenance. Should you have questions please feel free to reach out to myself directly.

Sincerely,

A handwritten signature in black ink, appearing to be "Dave Hunter". The signature is stylized with a large, sweeping loop that extends to the right, underlining the name.

Dave Hunter
Vice President Resort Operations
Steamboat Ski & Resort Corp.