

1ST AMENDMENT TO PUBLIC IMPROVEMENTS CONSTRUCTION AND LEASE AGREEMENTS

This 1st Amendment to Public Improvements Construction and Lease Agreements ("Amendment") is entered into this 11th day of March, 2019 by and among The Steamboat Grand Resort Hotel Condominium Association, Inc., a Colorado nonprofit corporation ("Grand HOA"), Steamboat Ski & Resort Corporation, a Delaware corporation ("SSRC"), and the Steamboat Springs Redevelopment Authority, a Colorado urban renewal authority ("SSRA"). SSRA's rights under this Amendment shall be assigned to the City of Steamboat Springs, a Colorado home rule municipality ("City"), at the expiration of the SSRA. Each of the foregoing are also sometimes referred to individually as a "party" and collectively as "the parties." Where capitalized terms used but not defined herein are defined in the Agreements (defined below), such terms will have the meanings given in the Agreements.

RECITALS

WHEREAS, that certain Public Improvements Ground Lease and Maintenance Agreement dated July 12, 2018 and recorded in the records of the Routt County Clerk and Recorder at Reception No. 791911 (hereafter "Lease Agreement"), and by this reference made a part hereof, was entered into between the parties for the purpose of operating and maintaining certain Improvements more commonly referred to as the Iconic Entry Project or Arnold Barn Relocation; and

WHEREAS, that certain Public Improvements Construction, Conveyance and Temporary Easement Agreement dated July 12, 2018 and recorded in the records of the Routt County Clerk and Recorder at Reception No. 791910 (hereafter "Construction Agreement"), and by this reference made a part hereof, was entered into between the parties for the purpose of constructing and conveying certain improvements more commonly referred to as the Arnold Barn Relocation; and

WHEREAS, per the Construction and Lease Agreements (collectively "Agreements"), the SSRA completed in 2018 the following Improvements: Relocation and rehabilitation of the Arnold Barn; Electrical service; Site work at the upper and lower sites, including revegetation; Architectural, structural and civil engineering design; and Permitting (excluding Master Sign Plan); and

WHEREAS, the parties desire to amend the Agreements for the purpose of constructing and maintaining certain Phase I and Phase II Improvements in the 2019 construction season.

NOW, THEREFORE IN CONSIDERATION of the promises and covenants herein contained, the parties hereto mutually agree as follows:

1. LIMITED MODIFICATION. It is expressly agreed by the parties that this Amendment is supplemental to the Agreements both dated July 12, 2018, and shall in no way act as a waiver of any of the conditions and obligations imposed on the parties by the Agreements executed by them, and any rights that either of the parties may have by virtue of such Agreements shall remain

binding without modification or amendment except as those conditions, obligations, and rights are explicitly altered by this Amendment.

2. CONSTRUCTION AND DESIGN.

A. The SSRA intends to complete in 2019 the following Phase I and Phase II Improvements as shown on the attached Exhibit "I" (Exhibit I replaces the Exhibit C-2 of the Construction Agreement for the purposes of describing Phase II Improvements): a Master Sign Plan; Exterior lighting of the Arnold Barn; Corral fencing; an asphalt pull-out parking area on the south side of Mt. Werner Circle; a pedestrian crosswalk; Traffic control signs; Landscape plantings, including any remaining revegetation; an Upgraded irrigation system, including water service; a Short segment of concrete sidewalk between the Steamboat Grand northern entries; Soft-surface trail connecting the Steamboat Grand to the Iconic Entry site; Two water quality swales; Soft surface interpretive trail; and Three interpretive signs. The SSRA will coordinate with the Grand HOA to confirm the final locations of the new landscaping prior to planting this spring/summer.

C. The parties hereby amend and alter Sections 6 and 7 of the Construction Agreement to include the following with respect to the additional improvements to be constructed or made as contemplated by this Amendment. All references in Sections 6 and 7 to Porte Cochere Signs are hereby deleted. Instead, the Grand HOA is responsible for constructing the Upper and lower Grand signs at the Grand HOA's sole discretion. The SSRA is solely responsible for obtaining a Master Sign Plan (excluding any required City/County permits) at its own expense. This Master Sign Plan is a requirement of the Development Plan approval and shall entitle the existing signs on the Grand HOA property as well as the refurbished lower sign in the staked location and a new monument-style sign near the Hotel's porte cochere. The parties agree that it is anticipated that new signs allowed under the Master Sign Plan will require individual sign permits per the City sign code. The Grand HOA and SSRC shall have the right to approve the Master Sign Plan before it is submitted to the City Board of Adjustment.

3. EXTENSION OF EASEMENTS, LEASE AND LICENSE.

A. The Grand HOA hereby amends section 4 of the Construction Agreement to include within its grant of a temporary construction easement to SSRA a grant of a temporary easement to include Phase I and II Improvements as listed on Exhibit A within the same Easement Area as shown on Exhibit D to the Construction Agreement. SSRC consents to the Grand HOA's amendment of the temporary construction easement and the construction of Phase II improvements described herein.

B. Sections 1, 3, and 4 of the Lease Agreement are hereby amended to add the Phase I and II Improvements as shown on Exhibit I to the Grand HOA's grant of a lease of the Land described in the Lease Agreement to SSRC and grant of a license to SSRC and SSRA for maintenance of the Improvements described in Section 4 of this Amendment below.

C. The Grand HOA agrees to execute and deliver to the SSRA the attached Temporary (Exhibit "B") and Permanent Easements (Exhibit "C") for construction of the trail improvements. SSRA will record the Easements.

4. MAINTENANCE RESPONSIBILITIES. SSRC and the Grand HOA shall operate and maintain the Phase I and II Improvements in accord with Section 8 of the Lease Agreement according to their respective responsibilities as set forth therein and as further set forth below by adding the additional improvements to be constructed pursuant to this Amendment:

A. Improvements to be maintained by the Grand HOA:

1. Master Sign Plan and Upper and lower Steamboat Grand signs
2. Landscape plantings, including any remaining revegetation
3. Upgraded irrigation system, including water service
4. Short segment of concrete sidewalk between the Steamboat Grand northern Entries
5. Soft-surface trail connecting the Steamboat Grand to the Iconic Entry site
6. Two water quality swales
7. Soft surface interpretive trail

B. Improvements to be maintained by SSRC:

1. Exterior lighting of the Arnold Barn
2. Corral fencing
3. Three interpretive signs (funded by Save Arnold Barn)

C. Items to be maintained by the City:

1. An asphalt pull-out parking area on the south side of Mt. Werner Circle right of way
2. A pedestrian crosswalk in the Mt. Werner Circle right of way
3. Traffic control signs

If there are any conflicts between this Amendment and the Lease Agreement regarding maintenance, this Amendment shall control. The City's agreement to maintain the parking area, crosswalk, and traffic control signs described above in Section 4.C do not in any manner limit the City's full authority to manage its right of way. Therefore, the City may decommission any of these Improvements under the City's authority under its Charter and Revised Municipal Code. Further, the parties agree that the City's obligations under this Section 4 shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the City under this Amendment shall be from year to year only and shall not constitute a multiple-year fiscal direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this Amendment shall be construed to pledge credit or create a lien on any class or source of the City's monies.

5. GRAND SIGNS PAYMENT. This section replaces section 5 of the Construction Agreement. Immediately following the execution of this Amendment, the SSRA shall pay the

Grand HOA \$40,000 in full satisfaction of its obligations related to the Grand HOA for the Grand HOA's upper and lower signs, and any other reference to Grand signs, port cochere signs or other Grand signs described in the Agreements. The only signs that remain the responsibility of the SSRA and SSRC are the interpretive signs (SSRC) and the traffic control signs (the SSRA/City). The intended purpose of this payment to the Grand HOA is to cover the design, permitting, construction and other related costs of one or more Grand HOA signs. This entire process will be managed by the Grand HOA without the SSRA involvement.

If the City requires Sign No.2 and Sign No. 3 (as identified in the Master Sign Plan) to be relocated – either through its review of the Master Sign Plan (as identified in Section 2.C above) or for any other reason during the sidewalk construction -- then the Grand HOA will be reimbursed by the SSRA for the cost of moving and reestablishing these two signs as part of the trail construction. Any such reimbursement is in addition to the payment outlined in the preceding paragraph. This provision shall be satisfied at substantial completion of the trail construction and the City's approval of the Master Sign Plan.

6. DISPOSITION OF ESCROW FUNDS. Upon the Commencement Date of the Lease Agreement per Section I of the Lease Agreement, the SSRA will facilitate efforts to have the remaining escrow funds from the Stabilization Agreement (approximately \$7,341.67) released to the Grand HOA at approximately the same time of sign payment in Section 5 above. The Stabilization Agreement parties have verbally agreed with the SSRA to release the funds in accordance with the foregoing, subject to a mutually acceptable written Consent Agreement.

7. LEGAL COST REIMBURSEMENT. This section replaces in Section 13(j) of the Construction Agreement excluding the first sentence thereof. The SSRA shall reimburse the Grand HOA for its actual legal costs related to the Iconic Entry Project, inclusive of Phases I and II up to \$6,500. The parties agree that to date, the SSRA has paid \$2,881 and \$516 to the Grand HOA, which leaves \$3,103 remaining to be paid upon receipt of an invoice from the Grand HOA.

8. MISCELLANEOUS. No amendment, alteration, modification of or addition to this Amendment shall be binding on the parties unless set forth in writing and signed by each of the parties hereto. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

[SIGNATURE PAGES FOLLOW]

STEAMBOAT SPRINGS
REDEVELOPMENT AUTHORITY

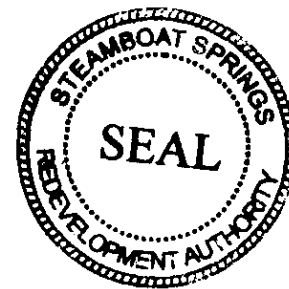
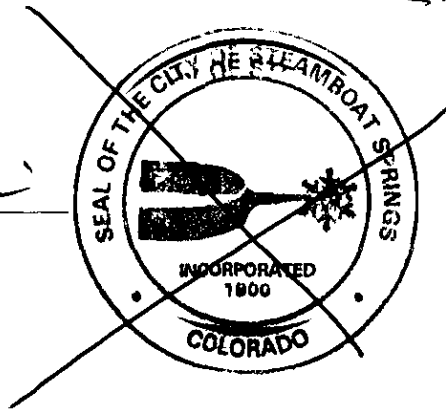


Gary Suiter, City Manager
EXECUTIVE DIRECTOR

ATTEST:



Julie Franklin, City Clerk

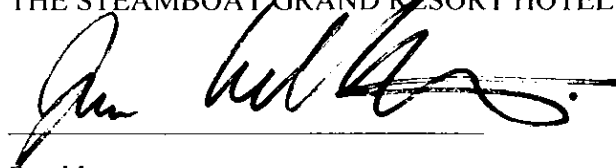


STEAMBOATSKI & RESORT CORPORATION

A handwritten signature in black ink, appearing to read 'Rob Perlman', is written over a horizontal line.

Rob Perlman, President & COO

THE STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM ASSOCIATION, INC.

A handwritten signature in black ink, appearing to read "Jim Walker", is written over a horizontal line.

President

LIMITED JOINDER TO AMENDMENT

The City of Steamboat Springs, a Colorado home rule municipality hereby joins in the execution and delivery of this Amendment for the sole purpose of acknowledging and consenting to the provisions and limitations of the City's limited obligation to maintain right of way Improvements in Section 4 of this Amendment. The City does not consent to or join in any of the other responsibilities of the Agreements to which it was and is not a party, except as it may stand in the shoes of the SSRA to assert certain rights in the event that the SSRA is terminated.

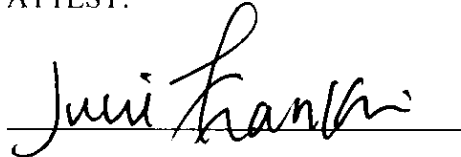
CITY OF STEAMBOAT SPRINGS



Gary Suiter, City Manager

~~EXECUTIVE DIRECTOR, SSRA~~

ATTEST:



Julie Franklin, City Clerk

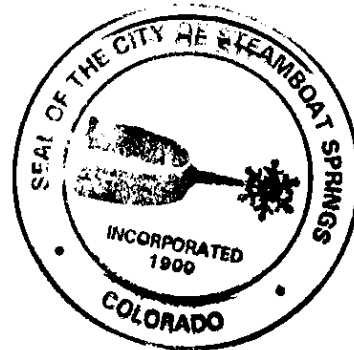
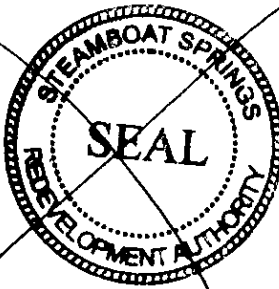


EXHIBIT A

PHASE I AND II ICONIC ENTRY IMPROVEMENTS FOR 2019

Phase I Items To Be Completed by the SSRA in 2019:

- a. Master Sign Plan [1]
- b. Exterior lighting of the Arnold Barn [2]
- c. Corral fencing adjacent to the Arnold Barn [2]
- d. Landscape plantings, including any remaining revegetation at the upper site [1]
- e. Upgraded irrigation system, including water service [1]
- f. One interpretive sign located adjacent to the Wildhorse Meadows asphalt trail and the future crosswalk [3]

Phase II Items To Be Completed by the SSRA in 2019:

- g. An asphalt pull-out parking area on the south side of Mt. Werner Circle [4]
- h. A pedestrian crosswalk [4]
- i. Traffic control signs [4]
- j. Short segment of concrete sidewalk between the Steamboat Grand northern entries [1]
- k. Soft-surface trail connecting the Steamboat Grand to the Iconic Entry site [1]
- l. Two water quality swales [1]
- m. Soft surface interpretive trail [1]
- n. Two more interpretive signs [3]

To Be Completed by the Grand HOA:

- o. Upper and lower Grand HOA signs, including design, permitting, construction and other related costs [1]

Notes on Ownership & Maintenance:

- [1] Items to be owned and maintained by the Grand HOA
- [2] Items to be owned and maintained by SSRC
- [3] Items to be owned and maintained by SSRC with funding by SAB
- [4] Items to be owned and maintained by the City of Steamboat Springs
- [5] Ownership and maintenance is not applicable to this item

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this 11th day of March, 2019 ("Effective Date") by and between STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Grantor") and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (hereinafter referred to as "City").

WHEREAS, the Steamboat Springs Redevelopment Authority (the "SSRA") has appropriated funds and will contract for the construction of an Iconic Entry/Barn feature (the "Improvements"); and

WHEREAS, Grantor owns certain real property located in Steamboat Springs, Colorado, located at Steamboat Grand, 2300 Mt. Werner Circle, PIN 204900001 more particularly described on EXHIBIT A, attached hereto and made a part hereof by this reference (hereafter the "Property"); and

WHEREAS, Grantor wishes to grant the City, as the agent for the SSRA, a temporary construction easement over the Property for the purpose of allowing the City's general contractor to construct a certain portion of the Improvements appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Grantor hereby conveys to the City a temporary construction easement for the purpose of facilitating construction of the Improvements.

2. EASEMENT DESCRIPTION AND TERM. The Easement areas shall be located on the real property more particularly described in the attached Exhibit A ("Easement Premises"). The term of the Easement shall commence on the Effective Date and shall continue until November 30, 2019.

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Grantor or its employees, contractors, or other agents from use of the Easement Premises. Grantor shall not use the Easement Premises in any manner that interferes with the City's construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. The City's construction contractor shall ensure that the Grantor's property is accessible at all times during the term of this Easement. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises.

caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City's use of the Easement Premises.

5. INSURANCE. The City shall at all times have insurance of the types set forth herein and in the amount of \$5,000,000.00 and shall furnish to Grantor a certificate or certificates of insurance evidencing such insurance acceptable to Grantor. The following insurance is required:

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

6. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

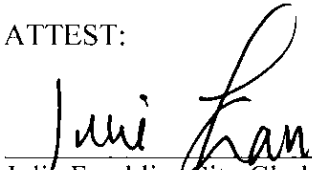
7. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

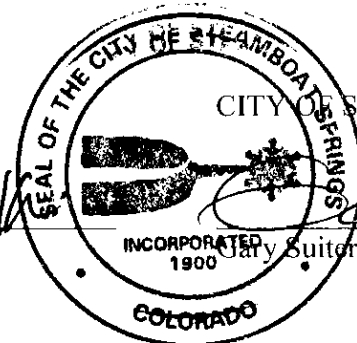
8. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of the culvert or any other activities associated with this Agreement.

9. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

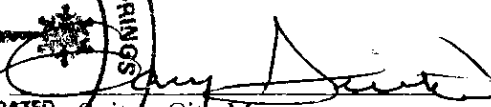
10. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:


Julie Franklin, City Clerk



CITY OF STEAMBOAT SPRINGS


Gary Suitor, City Manager

GRANTOR

By:

Its:

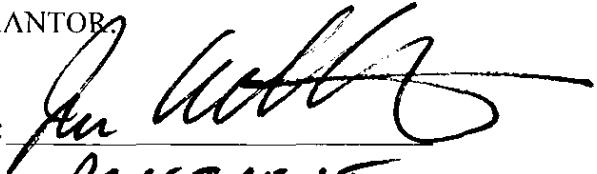

PARSFORD

Exhibit A

PROPERTY DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM AS RECORDED UNDER RECEPTION NO. 633318 AND IN FILE NO. 12907 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SE1/4 SECTION 21, 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 SOUTH LINE OF THE SE1/4 SECTION 21, T6N, R84W, 6TH P.M., BEING ASSUMED TO BEAR S88°02'29"W.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N33°46'31"W,, A DISTANCE OF 420.50 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S21°42'05"W, A DISTANCE OF 22.91 FEET;
 THENCE N62°26'40"W, A DISTANCE OF 59.31 FEET;
 THENCE N88°21'41"W, A DISTANCE OF 60.40 FEET;
 THENCE S87°32'17"W, A DISTANCE OF 21.29 FEET;
 THENCE N89°32'05"W, A DISTANCE OF 71.37 FEET;
 THENCE N82°27'49"W, A DISTANCE OF 62.94 FEET;
 THENCE N82°45'59"W, A DISTANCE OF 47.90 FEET;
 THENCE S61°45'14"W, A DISTANCE OF 59.58 FEET;
 THENCE S83°15'18"W, A DISTANCE OF 37.17 FEET;
 THENCE S74°42'21"W, A DISTANCE OF 37.52 FEET;
 THENCE N89°28'19"W, A DISTANCE OF 21.33 FEET;
 THENCE S80°43'18"W, A DISTANCE OF 84.84 FEET;
 THENCE S78°13'57"W, A DISTANCE OF 67.88 FEET;
 THENCE S89°25'42"W, A DISTANCE OF 56.25 FEET;
 THENCE S62°18'43"W, A DISTANCE OF 15.17 FEET;
 THENCE S82°45'35"W, A DISTANCE OF 21.08 FEET;
 THENCE N19°10'07"E, A DISTANCE OF 23.84 FEET;
 THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 339.00 FEET, A CENTRAL ANGLE OF 11°39'44", AND AN ARC LENGTH OF 69.00 FEET, THE CHORD OF WHICH BEARS N75°52'23"E, A DISTANCE OF 68.88 FEET;
 THENCE N81°42'15"E, A DISTANCE OF 118.69 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 94.00 FEET, A CENTRAL ANGLE OF 09°04'12", AND AN ARC LENGTH OF 14.88 FEET, THE CHORD OF WHICH BEARS N86°14'21"E, A DISTANCE OF 14.88 FEET;
 THENCE S89°13'33"E, A DISTANCE OF 14.02 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 21°11'32", AND AN ARC LENGTH OF 39.21 FEET, THE CHORD OF WHICH BEARS N80°10'41"E, A DISTANCE OF 38.98 FEET;
 THENCE N69°34'56"E, A DISTANCE OF 19.42 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 94.00 FEET, A CENTRAL ANGLE OF 03°05'44", AND AN ARC LENGTH OF 5.08 FEET, THE CHORD OF WHICH BEARS N71°07'48"E, A DISTANCE OF 5.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1;
 THENCE N81°42'05"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 30.01 FEET;
 THENCE N88°37'06"E, A DISTANCE OF 27.36 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 13°08'30", AND AN ARC LENGTH OF 24.31 FEET, THE CHORD OF WHICH BEARS N82°02'51"E, A DISTANCE OF 24.26 FEET;
 THENCE N75°28'38"E, A DISTANCE OF 31.74 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF LOT 1;
 THENCE N81°42'05"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 50.49 FEET;
 THENCE S88°57'07"E, A DISTANCE OF 29.77 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 04°29'08", AND AN ARC LENGTH OF 15.50 FEET, THE CHORD OF WHICH BEARS S86°42'34"E, A DISTANCE OF 15.49 FEET;
 THENCE S84°28'02"E, A DISTANCE OF 109.90 FEET;
 THENCE ALONG THE ARC OF AN TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 11°08'30", AND AN ARC LENGTH OF 21.39 FEET, THE CHORD OF WHICH BEARS N89°57'44"E, A DISTANCE OF 21.36 FEET;
 THENCE N84°23'29"E, A DISTANCE OF 28.67 FEET;
 THENCE N16°44'33"E, A DISTANCE OF 8.93 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF LOT 1;

(CONTINUED NEXT SHEET)



www.landmark-co.com

PROJECT: 2394-001

DATE: 03-06-18

DRAWN BY: JAG

CHECKED BY:

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT
 OVER AND ACROSS A PORTION OF THE STEAMBOAT GRAND
 RESORT HOTEL CONDOMINIUM;
 LOCATED IN THE SE1/4 SECTION 21, T6N, R84W, 6TH P.M.;
 CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, COLORADO

SHEET

1

Of 3 Sheets

PROPERTY DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (CONTINUED)

THENCE ALONG SAID NORTHERLY BOUNDARY OF LOT 1, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°39'03", AND AN ARC LENGTH OF 15.04 FEET, THE CHORD OF WHICH BEARS S71°55'56"E, A DISTANCE OF 15.04 FEET;
 THENCE S19°23'38"W, A DISTANCE OF 3.77 FEET;
 THENCE S67°50'06"E, A DISTANCE OF 12.89 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 08°07'48", AND AN ARC LENGTH OF 12.49 FEET, THE CHORD OF WHICH BEARS S63°46'12"E, A DISTANCE OF 12.48 FEET;
 THENCE S59°42'17"E, A DISTANCE OF 0.78 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°07'48", AND AN ARC LENGTH OF 14.19 FEET, THE CHORD OF WHICH BEARS S63°46'12"E, A DISTANCE OF 14.18 FEET;
 THENCE S67°50'06"E, A DISTANCE OF 23.72 FEET;
 THENCE N21°42'05"E, A DISTANCE OF 8.54 FEET;
 THENCE S68°17'55"E, A DISTANCE OF 5.28 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,862 SQUARE FEET OR 0.34 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: 2394-001

DATE: 03-06-18

DRAWN BY: JAG

CHECKED BY:

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT
 OVER AND ACROSS A PORTION OF THE STEAMBOAT GRAND
 RESORT HOTEL CONDOMINIUM;
 LOCATED IN THE SE1/4 SECTION 21, T8N, R84W, 6TH P.M.;
 CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, COLORADO

SHEET

2

Of 3 Sheets

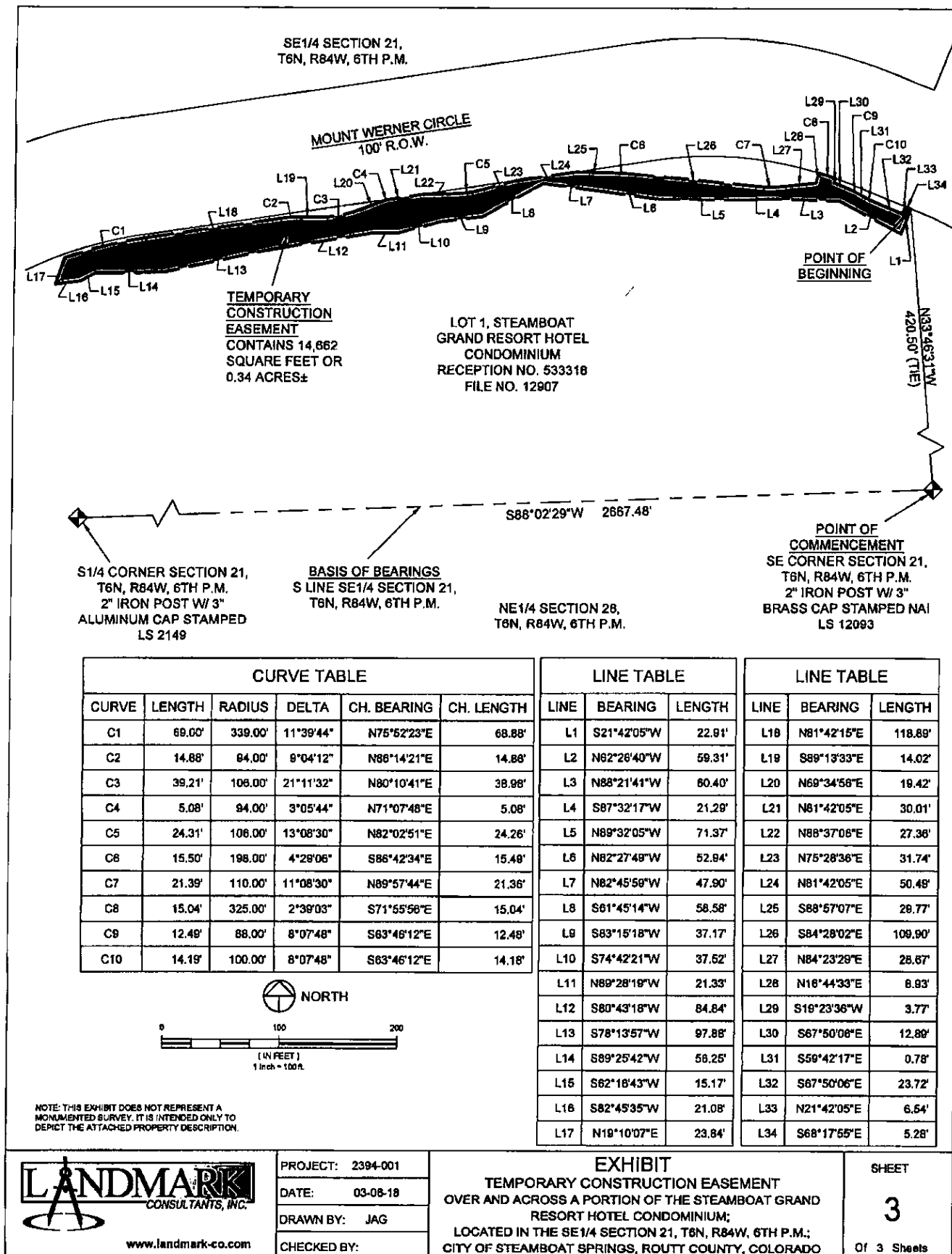


EXHIBIT C

PUBLIC IMPROVEMENTS EASEMENT

THIS GRANT OF A PUBLIC IMPROVEMENTS EASEMENT, made and entered into this 11th day of March, 2019, by and between STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM ASSOCIATION, INC., (hereafter referred to as "Grantor"), and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (hereafter referred to as "Grantee").

WHEREAS, the Steamboat Springs Redevelopment Authority (the "SSRA") has appropriated funds and will contract for an Iconic Entry/Barn feature (the "Improvements"); and

WHEREAS, Grantor is the owner of certain real property located in Steamboat Springs, Colorado, located at 2300 Mt. Werner Circle, PIN 204900001 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 public improvements 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 public improvements 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 perpetual and non-exclusive public improvements 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 and use of a soft surface public sidewalk and a short concrete segment of public sidewalk between Grantor's main entrances), public utilities and 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 AND SUBSEQUENT IMPROVEMENTS.** Maintenance of the sidewalk and drainage facilities, once constructed, shall be the responsibility of the Grantor per City of Steamboat Springs. Revised Municipal Code Section 20-31, et. seq. Any soft surface portion of the sidewalk needs only to be maintained in non-winter months.
4. **COMMERCIAL USE.** The Easement 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.

GRANTEE:

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

GRANTOR:
STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM ASSOCIATION,
INC.
2300 Mt. Werner Circle
Steamboat Springs, CO 80487

13. 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,

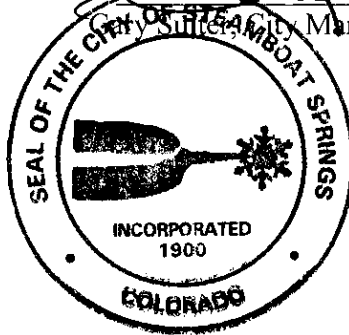
A Colorado Home Rule Municipality

BY:


Gary Suiter, City Manager

ATTEST:

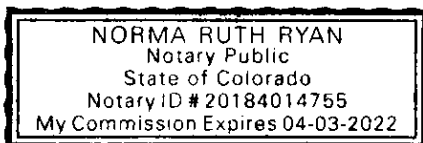
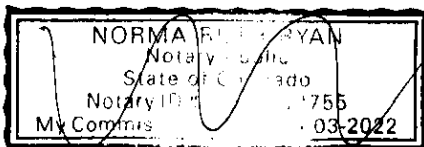

Julie Franklin, CMC
City Clerk



State of Colorado)
) ss.
County of Routt)

The foregoing instrument was acknowledged before me this 11TH day of MARCH, 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.




Notary Public

My Commission expires: 4/3/22

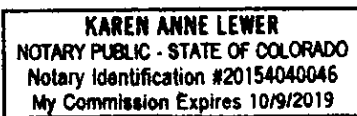
GRANTOR, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM
ASSOCIATION, INC.,

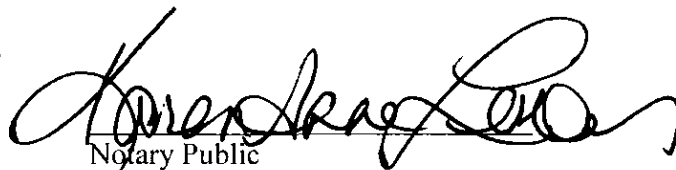
By: 

State of Colorado)
) ss.
County of Routt)

The foregoing instrument was acknowledged before me this 5 day of MARCH,
2019, by James Webster for The Steamboat Grand.

WITNESS my hand and official seal.




Notary Public

My Commission expires: 10/9/2019

Exhibit A

PROPERTY DESCRIPTION

SIDEWALK EASEMENT

A SIDEWALK EASEMENT OVER AND ACROSS PORTIONS OF LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM AS RECORDED UNDER RECEPTION NO. 533318 AND IN FILE NO. 12907 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SE1/4 SECTION 21, TOWNSHIP 8 NORTH, RANGE 84 WEST OF THE 8TH PRINCIPAL MERIDIAN; CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SE1/4 SECTION 21, T8N, R84W, 6TH P.M., BEING ASSUMED TO BEAR S88°02'29"W.

SIDEWALK EASEMENT PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N62°22'24"W, A DISTANCE OF 769.19 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 94.00 FEET, A CENTRAL ANGLE OF 03°05'44", AND AN ARC LENGTH OF 6.08 FEET, THE CHORD OF WHICH BEARS S71°07'48"W, A DISTANCE OF 5.08 FEET;

THENCE S69°34'56"W, A DISTANCE OF 19.42 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 21°11'32", AND AN ARC LENGTH OF 39.21 FEET, THE CHORD OF WHICH BEARS S80°10'41"W, A DISTANCE OF 38.98 FEET;

THENCE N89°13'33"W, A DISTANCE OF 14.02 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 94.00 FEET, A CENTRAL ANGLE OF 09°04'12", AND AN ARC LENGTH OF 14.88 FEET, THE CHORD OF WHICH BEARS S86°14'21"W, A DISTANCE OF 14.86 FEET;

THENCE S81°42'15"W, A DISTANCE OF 118.89 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 339.00 FEET, A CENTRAL ANGLE OF 11°39'44", AND AN ARC LENGTH OF 69.00 FEET, THE CHORD OF WHICH BEARS S75°52'23"W, A DISTANCE OF 68.88 FEET;

THENCE N19°10'07"E, A DISTANCE OF 3.62 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM;

THENCE ALONG SAID NORTHERLY BOUNDARY OF LOT 1 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 11°09'55", AND AN ARC LENGTH OF 66.28 FEET, THE CHORD OF WHICH BEARS N76°07'07"E, A DISTANCE OF 66.16 FEET;

THENCE N81°42'05"E, CONTINUING ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 211.52 FEET TO THE POINT OF BEGINNING.

SIDEWALK EASEMENT PARCEL 1 CONTAINS A CALCULATED AREA OF 937 SQUARE FEET.

SIDEWALK EASEMENT PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N56°47'11"W, A DISTANCE OF 680.93 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S75°28'36"W, A DISTANCE OF 31.74 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 13°08'30", AND AN ARC LENGTH OF 24.31 FEET, THE CHORD OF WHICH BEARS S82°02'51"W, A DISTANCE OF 24.26 FEET;

THENCE S88°37'06"W, A DISTANCE OF 27.36 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM;

THENCE N81°42'05"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 82.98 FEET TO THE POINT OF BEGINNING.

SIDEWALK EASEMENT PARCEL 2 CONTAINS A CALCULATED AREA OF 192 SQUARE FEET.

SIDEWALK EASEMENT PARCEL 3

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N39°28'26"W, A DISTANCE OF 491.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S16°44'33"W, A DISTANCE OF 8.93 FEET;

THENCE S84°23'29"W, A DISTANCE OF 28.67 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 11°08'30", AND AN ARC LENGTH OF 21.38 FEET, THE CHORD OF WHICH BEARS S89°57'44"W, A DISTANCE OF 21.36 FEET;

(CONTINUED NEXT SHEET)



PROJECT: 2394-001

DATE: 03-08-18

DRAWN BY: JAG

CHECKED BY:

EXHIBIT

SIDEWALK EASEMENT

OVER AND ACROSS PORTIONS OF THE STEAMBOAT GRAND
RESORT HOTEL CONDOMINIUM;
LOCATED IN THE SE1/4 SECTION 21, T8N, R84W, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, COLORADO

SHEET

1

Of 3 Sheets

PROPERTY DESCRIPTION

SIDEWALK EASEMENT (CONTINUED)

THENCE N84°28'02"W, A DISTANCE OF 109.90 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 04°29'08", AND AN ARC LENGTH OF 15.50 FEET, THE CHORD OF WHICH BEARS N86°42'34"W, A DISTANCE OF 15.49 FEET;
 THENCE N88°57'07"W, A DISTANCE OF 29.77 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM;
 THENCE N81°42'05"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 67.28 FEET;
 THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY OF LOT 1, AND ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°02'28", AND AN ARC LENGTH OF 142.04 FEET, THE CHORD OF WHICH BEARS S85°46'41"E, A DISTANCE OF 140.91 FEET TO THE POINT OF BEGINNING.

SIDEWALK EASEMENT PARCEL 3 CONTAINS A CALCULATED AREA OF 3,024 SQUARE FEET.

SIDEWALK EASEMENT PARCEL 4

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N34°10'44"W, A DISTANCE OF 424.87 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S21°42'05"W, A DISTANCE OF 6.54 FEET;
 THENCE N67°50'06"W, A DISTANCE OF 23.72 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°07'48", AND AN ARC LENGTH OF 14.18 FEET, THE CHORD OF WHICH BEARS N63°46'12"W, A DISTANCE OF 14.18 FEET;
 THENCE N59°42'17"W, A DISTANCE OF 0.78 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 08°07'48", AND AN ARC LENGTH OF 12.49 FEET, THE CHORD OF WHICH BEARS N63°48'12"W, A DISTANCE OF 12.48 FEET;
 THENCE N67°50'06"W, A DISTANCE OF 12.89 FEET;
 THENCE N18°23'36"E, A DISTANCE OF 3.77 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 1, STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM;
 THENCE ALONG SAID NORTHERLY BOUNDARY OF LOT 1, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°18'29", AND AN ARC LENGTH OF 13.09 FEET, THE CHORD OF WHICH BEARS S69°27'09"E, A DISTANCE OF 13.09 FEET;
 THENCE S68°17'55"E, CONTINUING ALONG SAID NORTHERLY BOUNDARY OF LOT 1, A DISTANCE OF 51.02 FEET TO THE POINT OF BEGINNING.

SIDEWALK EASEMENT PARCEL 4 CONTAINS A CALCULATED AREA OF 349 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: 2394-001

DATE: 03-08-18

DRAWN BY: JAG

CHECKED BY:

EXHIBIT

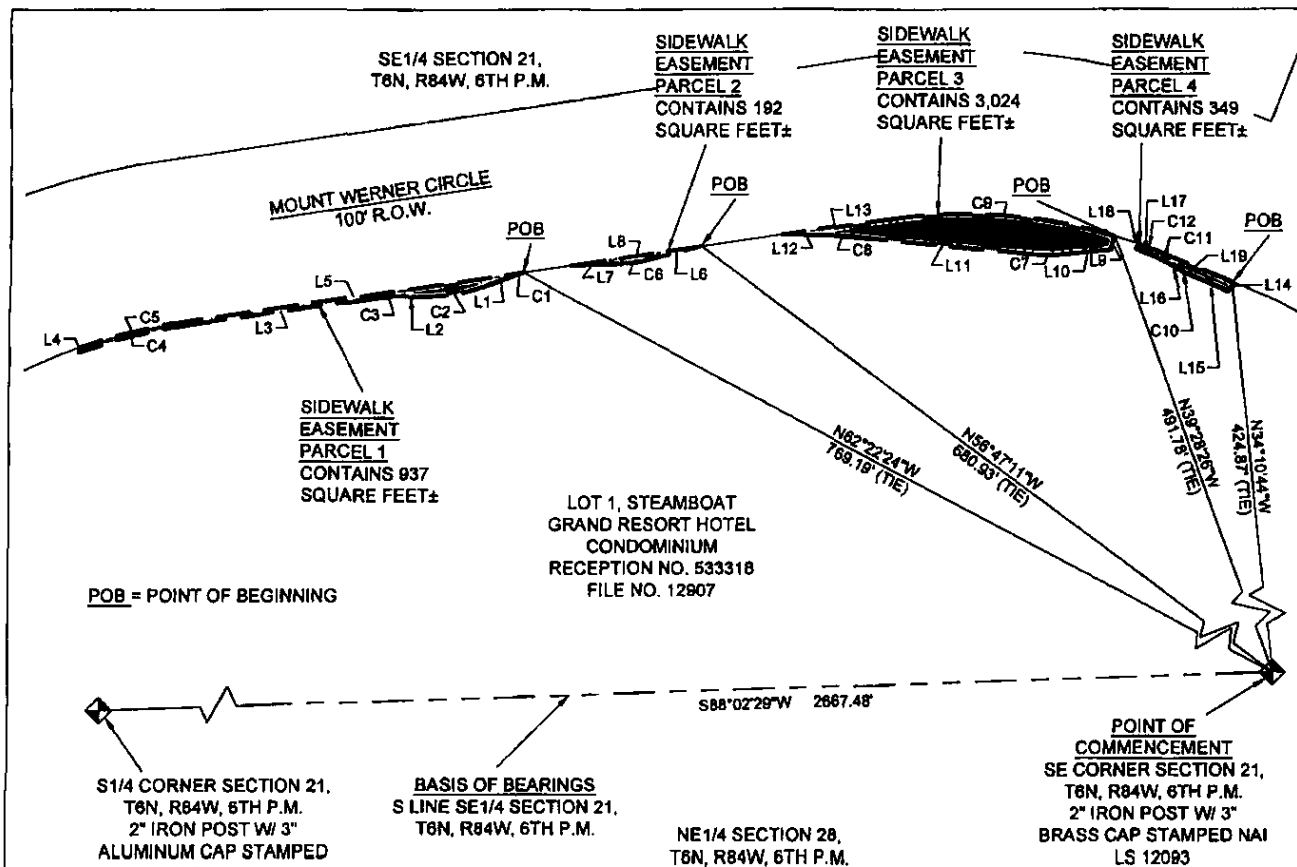
SIDEWALK EASEMENT

OVER AND ACROSS PORTIONS OF THE STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM;
 LOCATED IN THE SE 1/4 SECTION 21, T6N, R84W, 6TH P.M.;
 CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, COLORADO

SHEET

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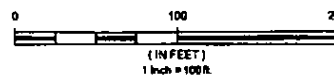
Of 3 Sheets



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	5.08'	94.00'	3°05'44"	S71°07'48"W	5.08'
C2	39.21'	106.00'	21°11'32"	S80°10'41"W	39.98'
C3	14.86'	94.00'	9°04'12"	S86°14'21"W	14.86'
C4	69.00'	339.00'	11°39'44"	S75°52'23"W	68.88'
C5	66.28'	340.00'	11°09'55"	N76°07'07"E	66.15'
C6	24.31'	106.00'	13°08'30"	S82°02'51"W	24.28'
C7	21.38'	110.00'	11°08'30"	S89°57'44"W	21.36'
C8	15.50'	198.00'	4°28'06"	N86°42'34"W	15.49'
C9	142.04'	325.00'	25°02'28"	S85°46'41"E	140.91'
C10	14.18'	100.00'	8°07'48"	N63°48'12"W	14.18'
C11	12.49'	88.00'	8°07'48"	N63°48'12"W	12.48'
C12	13.09'	325.00'	2°18'29"	S69°27'09"E	13.09'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°34'56"W	19.42'
L2	N89°13'33"W	14.02'
L3	S81°42'15"W	118.89'
L4	N19°10'07"E	3.82'
L5	N81°42'05"E	211.52'
L6	S75°26'38"W	31.74'
L7	S88°37'08"W	27.36'
L8	N81°42'05"E	82.98'
L9	S18°44'33"W	8.93'
L10	S84°23'29"W	28.87'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N84°28'02"W	109.90'
L12	N86°57'07"W	28.77'
L13	N81°42'05"E	67.26'
L14	S21°42'05"W	6.54'
L15	N87°50'08"W	23.72'
L16	N56°42'17"W	0.76'
L17	N87°50'08"W	12.89'
L18	N19°23'36"E	3.77'
L19	S68°17'55"E	51.02'



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



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PROJECT: 2394-001

DATE: 03-08-18

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EXHIBIT

SIDEWALK EASEMENT
OVER AND ACROSS PORTIONS OF THE STEAMBOAT GRAND
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SHEET

3

Of 3 Sheets