

After recording return to:

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attn: Nicholas Larson

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "**Deed**"), made this 8th day of April, 2024, between **CHUSA, LLC**, a Colorado limited liability company which acquired title as CHUSA, LLC ("**Grantor**"), and **4 OF US, LLC**, a Colorado limited liability company, as to an undivided 76.5625% fee simple interest, and **FOULWEATHER ROUNTT, LLC**, a Colorado limited liability company, as to an undivided 23.4375% fee simple interest, as tenants in common, whose address is 511 16th Street Mall, Suite 200, Denver, Colorado 80202 (collectively, "**Grantee**");

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and No/100ths Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's heirs, successors, and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Routt, State of Colorado, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**");

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors, and assigns forever. Grantor, for Grantor and Grantor's heirs, successors, and assigns, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor; provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (the "**Permitted Exceptions**").

30031701

[SIGNATURE ON FOLLOWING PAGE.]



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E-RECORDED

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TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee’s heirs, successors, and assigns forever. Grantor, for Grantor and Grantor’s heirs, successors, and assigns, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor; provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (the “**Permitted Exceptions**”).

30031701

[SIGNATURE ON FOLLOWING PAGE.]



EXHIBIT A
Legal Description

PARCEL A:

THE FOLLOWING DESCRIBED PORTION OF LOTS 4, 5, 6 AND 7;
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4;
THENCE NORTHERLY ALONG THE EAST LINE OF LOT 4, 58.33 FEET,
TO THE CENTERLINE OF SODA CREEK;
THENCE ON AN ANGLE TO THE LEFT OF 108 DEGREES 26 MINUTES 06 SECONDS, A
DISTANCE OF 105.51 FEET ALONG THE CENTERLINE OF SODA CREEK,
TO A POINT WHICH LIES ON THE WEST BOUNDARY LINE OF LOT 5;
THENCE ON AN ANGLE TO THE LEFT 2 DEGREES 28 MINUTES 55 SECONDS,
A DISTANCE OF 70.03 FEET ALONG THE CENTERLINE OF SODA CREEK,
TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF LOT 7;
THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARIES OF LOTS 7, 6, 5 AND 4, 165.41
FEET TO THE POINT OF BEGINNING;
TOGETHER WITH LOTS 10, 11, 12, 13, 14 AND 15;
EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:
BEGINNING AT THE SOUTHERLY CORNER OF LOT 15,
THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 15,
A DISTANCE OF 100.00 FEET;
THENCE NORTHWESTERLY 12.00 FEET TO A POINT;
THENCE ON A LINE PARALLEL TO THE EASTERLY LINE OF LOT 15, SOUTHWESTERLY A
DISTANCE OF 100.00 FEET,
TO A POINT ON THE NORTH LINE OF LINCOLN AVENUE;
THENCE SOUTHEASTERLY ON THE NORTH LINE OF LINCOLN AVENUE,
A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING;
ALL IN BLOCK 12,
TOWN OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF THE VACATED ALLEY,
ALONG THE NORTHEASTERLY HALF THEREOF ADJACENT TO LOTS 10-15,
AND THE SOUTHWESTERLY HALF THEREOF ADJACENT TO THAT PORTION,
OF LOTS 4-7 HEREIN ABOVE DESCRIBED,
ALL IN BLOCK 12, TOWN OF STEAMBOAT SPRINGS,
AS VACATED BY ORDINANCE NO. 1305,
RECORDED OCTOBER 26, 1992 UNDER RECEPTION NO. 416683,
COUNTY OF ROUTT, STATE OF COLORADO.

Also known by street address as: 1122 Lincoln Avenue, Steamboat Springs, Colorado 80487.

EXHIBIT B
Permitted Exceptions

1. TAXES FOR THE YEAR 2024, AND SUBSEQUENT YEARS, A LIEN, BUT NOT YET DUE AND PAYABLE.
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 02, 1884 IN BOOK C AT PAGE 157.
3. LIQUOR RESTRICTIONS OF RECORD, WHICH CONTAIN A FORFEITURE OR REVERTER CLAUSE, WHICH PROVIDE THAT INTOXICATING LIQUORS SHALL NEVER BE MANUFACTURED, SOLD, OR OTHERWISE DISPOSED OF AS A BEVERAGE IN ANY PLACE OF PUBLIC RESORT IN OR UPON THE PREMISES OR ANY PART THEREOF, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 15, 1887 IN BOOK C AT PAGE 446 AND IN INSTRUMENT RECORDED AUGUST 16, 1893 IN BOOK 2 AT PAGE 283 AND IN INSTRUMENT RECORDED AUGUST 21, 1894 IN BOOK 2 AT PAGE 337.
4. RESERVATION OF EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER LINE OVER THE EASTERLY 10 FEET OF LOTS 4, 5, 6 AND 7, BLOCK 12 IN THE TOWN OF STEAMBOAT SPRINGS BY THE WARRANTY DEED RECORDED AUGUST 8, 1960 IN BOOK 298 AT PAGE 167.
5. AN EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND REPAIR IF A SEWER PIPELINE LOCATED IN A PORTION OF SAID LOT 10, BLOCK 12 AND MORE PARTICULARLY SET FORTH IN THE INSTRUMENT RECORDED JANUARY 25, 1978 IN BOOK 446 AT PAGE 358.
6. EASEMENTS FOR PUBLIC UTILITIES AS SHOWN OR RESERVED ON THE ORDINANCE NO. 1305 RECORDED OCTOBER 26, 1992 UNDER RECEPTION NO. 416683.