

PUBLIC IMPROVEMENTS EASEMENT AGREEMENT
(West Promenade Extension)

THIS PUBLIC IMPROVEMENTS EASEMENT AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 202__ by THE TORIAN PLUM CONDOMINIUM OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (“Torian”) and STOCKMAN DEV LLC, a Delaware limited liability company (“Stockman”) (hereafter, Torian and Stockman may be referred to collectively as “Grantors”) and the CITY OF STEAMBOAT SPRINGS, a Colorado home rule municipal corporation (hereafter referred to as the “City”).

WHEREAS, Stockman is the owner of certain real property known as Lot 1, Ski Hill Subdivision, Filing No. 2 according to the plat thereof recorded at Reception No. [_____] of the Routt County records, located in Steamboat Springs, Colorado (“Lot 1”); and

WHEREAS, Torian is the association of unit owners for the condominium project described on the plats thereof as Torian Plum Condominiums, Phase 1 and Torian Plum Condominiums, Phase II (the “Torian Condominium”); and

WHEREAS, Stockman intends to develop Lot 1 into a mixed-use hotel, residential and commercial project (the “Project”); and

WHEREAS, in connection with and as a condition of approval by the City designated [_____] of the final plat for Lot 1, Stockman has agreed to construct an extension of the existing pedestrian and related improvements known and referred to herein as the “Promenade”, such extension to be referred to herein as the “Promenade Extension” and such improvements to be referred to as the “Promenade Extension Improvements;” and

WHEREAS Grantors desire to convey to the City a non-exclusive public improvements easement over and across that part of Lot 1 and the common elements of the Torian Condominium on which the Promenade Extension will be constructed; and

WHEREAS, construction of the Promenade Extension Improvements is secured to the City by that certain Improvements Agreement recorded at Reception No. [_____] of the Routt County records (the “SIA”); and

WHEREAS, the City 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. Grantors hereby grant and convey to the City, and its successors and assigns forever, a perpetual and nonexclusive public improvements easement (“Easement”) for the use and benefit of the public in, to, over,

under and across the property as described and located on Exhibits A-1, A-2 and A-3 (collectively, Exhibit "A") ("Easement Premises"). If necessary, upon completion of the Promenade, Grantors and the City shall record an amendment to this Agreement which shall contain an as-built legal description of the Easement Premises in substitution of the maps attached hereto as Exhibit "A."

2. AGREEMENT PURPOSE. The Easement shall be for the public use of the Promenade Extension.

3. CONSTRUCTION AND MAINTENANCE. The design and construction of the Promenade Extension shall be the responsibility of Stockman and shall be in substantial conformity with the plans for the Promenade Extension Improvements set forth in the SIA.

Operation and maintenance of the Promenade Extension Improvements shall be the responsibility of Stockman and shall include but not be limited to snow removal, operation and maintenance of the automated gate system at Ski Time Square Drive in a manner that allows year around 24 hour access to Lot 1, the Torian Condominium and Lot 2 of the Ski Hill Subdivision Filing No. 2 for the purposes authorized herein, landscape maintenance and irrigation, hard and soft surface repair and replacement, vehicular damage, lighting repair and replacement, signage and all other aspects of general care and maintenance to allow said Promenade Extension to exist in satisfactory condition as described below and shall be performed by Stockman in accordance with the requirements set forth in Exhibit "B" attached hereto ("Standard of Care"). Torian hereby grants to Stockman a non-exclusive easement in, to, over, under, and across that portion of the Easement Premises located on the Torian Condominium to operate and maintain the Promenade Extension Improvements as herein provided. However, nothing herein shall prevent the Stockman from recovering its cost of repair or replacement of damages to the Promenade Extension Improvements which results from the improper use of such improvements or other misconduct from the person or entity causing such damage. The Standard of Care may be amended as reasonably necessary from time to time by written agreement of the City and Grantors. In the event the City agrees to a lesser Standard of Care with any property owner whose property is burdened by the Promenade easement requirements, Grantors shall have the right at its option to have the Standard of Care modified to such lesser Standard of Care by an amendment to this Agreement.

4. OTHER OBLIGATIONS OF THE CITY. The Easement is granted subject to the following terms and conditions.

A. In the event of a breach of a term or condition of this Agreement by the City, the remedy available to Grantors shall be by way of an action, in law or equity, including relief for specific performance and damages but not rescission of this Agreement.

B. Except as otherwise provided herein, the promises and agreements made hereunder are acknowledged by Grantors as full consideration for the Easement.

Grantors reserve the right to cultivate, use and occupy the Easement Premises for any purposes consistent with the rights and privileges above granted.

5. **MOTOR VEHICLE RESTRICTIONS.** Except as provided below, upon completion of construction of the Promenade by Stockman, the use by Grantors of motorized vehicles, including but not limited to, four-wheel drive vehicles, snowmobiles, motorcycles, and construction vehicles on the Promenade Extension shall be permitted only with the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall not permit the public to use motorized vehicles in the Easement Premises, including but not limited to, four-wheel drive vehicles, snowmobiles, motorcycles, and construction vehicles. If the use of motor vehicles is permitted on the Promenade Extension, adequate protection of the facilities shall be in place prior to their use.

The Promenade Extension shall be constructed with a traffic-rated surface to safely accommodate motor vehicles that may enter the Easement Premises. Notwithstanding the above, the City and Grantors are permitted to utilize motorized vehicles to maintain or police the Easement Premises and nothing herein shall preclude the use of motor vehicles to provide emergency services on or adjacent to the Easement Premises. Notwithstanding anything set forth elsewhere in this Agreement, including the prohibition or restriction on the use of motor vehicles within the Easement Premises and the last sentence of paragraph 11 below, this Easement is granted subject to and shall be subordinate to easements granted for vehicular access, for loading, unloading, repairs, maintenance and deliveries previously granted which encumber the Easement Premises, and which are confirmed to be appurtenant to and benefit Lot 1 and the Torian Condominium and Lot 2 of the Ski Hill Subdivision Filing No. 2 including, without limitation, the easement recorded at Book 554, Page 616, as amended, of the Routt County records, and in this regard, it is understood and agreed that the following motor vehicle uses are permitted on the Easement Premises: any and all types of motor vehicles, including, by way of example, cars, trucks, and vans, service carts and others that are utilizing the Easement Premises for the operation, maintenance and repair of the facilities located on or about Lot 1, the Torian Condominium or Lot 2 of the Ski Hill Subdivision Filing No. 2 or to provide such access to owners and tenants of condominiums on, and suppliers and contractors to, such properties.

6. **ENFORCEMENT OF PROHIBITED USES.** Any party may notify, in writing, any other party of any apparent unauthorized uses of the Easement Premises including, but not limited to, commercial or vehicular use of the area in violation of the terms of this Agreement. The party receiving such written notification shall immediately take commercially reasonable actions to prevent further prohibited use of the area.

7. **OBSTRUCTIONS.** Grantors agree not to unreasonably obstruct, impede, or interfere with the City's use of the Easement Premises, and City agrees not to unreasonably obstruct, impede, or interfere with Grantors' use of the Lot 1 and Torian Condominium. Nothing herein shall prohibit the installation of temporary or permanent pedestrian amenities benefiting adjacent commercial establishments (including facilities

for outdoor dining, but only within the area shown in Exhibit A-3) within the Easement Premises to the extent approved in advance and in writing by the City. Stockman is authorized to install a monitored or automatic gate system at Ski Time Square Drive to manage and prevent unauthorized vehicular access to the Promenade Extension. The construction of building overhangs, lighting, landscaping, amenities and similar features within the Easement Premises which do not unreasonably obstruct, impede, or interfere with the use of Easement is specifically authorized.

8. **RELOCATION OF EASEMENT PREMISES.** Grantors reserve the right to relocate the Easement Premises and Promenade Extension located therein by recording an Amendment to this Agreement setting forth the legal description of the relocated Easement Premises. Grantors shall give the City six (6) months' written notice prior to the Grantors' intent to relocate the Easement Premises and Promenade Extension and shall obtain the consent of the City including a resolution of approval of the Steamboat Springs City Council prior to relocation to the extent required by the applicable codes and policies of the City. City shall consent to the relocation of the Easement Premises and Promenade Extension unless the proposed relocation unreasonably interferes with the public's use of the Promenade Improvements.

9. **INDEMNIFICATION.** To the extent permitted by law, the City shall indemnify Grantors against any liability for damages, costs, losses and expenses (including attorney's fees and court costs) resulting from, arising out of, or in any way connected with the occupation or use of the Easement Premises by the City, its contractors, employees, invitees and agents. The City's covenant to indemnify hereunder (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in C.R.S. §24-10-114, as those may be amended from time to time, (c) shall only be effective if the City's obligation to indemnify Grantors is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the City's general liability carrier. The parties acknowledge that the purported indemnification hereunder by the City may violate the state constitution and be an ultra vires act.

10. **BINDING ON SUCCESSORS.** This Agreement shall run with the land. If the Project constructed on Lot 1 which is hereafter submitted to a common interest community owners' association ("HOA") under the Colorado Common Interest Ownership Act ("CCIOA") then, with respect only to obligations incurred after the date of recording of the declaration establishing such common interest community, this Agreement shall only be the obligation of such HOA and shall no longer encumber or apply to individual units within the Project or to Stockman.

11. **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 Agreement. The covenants and agreements herein contained are for the benefit of the Grantors and the City and do not create any obligations, duties, or benefits to persons not party hereto.

12. 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 the parties. After formation of the HOA, this agreement may be amended with the consent of the City, Torian and the HOA without any requirement to obtain the consent of any individual unit owner within the Project.

13. 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.

14. NOTICES. All notices, communications, or written devices concerning this Agreement and the right-of-way 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. Any party may change its address by giving written notice of the change in the manner herein provided.

GRANTORS:

If to Stockman:
Stockman Dev LLC
[]
Attention: []
Email: []

With a copy to:

[]

If to Torian:
The Torian Plum Condominium Owners Association, Inc.
1855 Ski Time Square Drive
Steamboat Springs, CO 80487
Attention: Donn Lewis
Email: donn.lewis1@gmail.com

GRANTEE:

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

15. REMEDIES. In the event the City at any time in its reasonable discretion determines that operation and maintenance of the Promenade Extension has not been

performed by Grantors in accordance with the Standard of Care described in Exhibit "B" hereto as may be amended, the City shall provide written notice ("Notice") to Grantors of such deficiencies and describing the nature of such deficiencies. Grantors shall have ten (10) days from receipt of such notices to correct the deficiencies described in the Notice provided, however, that if such deficiencies are of such a nature that they reasonably cannot be cured within such ten (10) day period, such period shall be extended for such additional period of time as shall be reasonably necessary ("Cure Period"). In the event Grantors fail to timely correct the deficiencies contained in the Notice within the Cure Period, City shall be authorized to enter upon the Promenade Extension to correct such deficiencies. The City shall provide, an itemized invoice ("Invoice") within fifteen (15) days of its actual out-of-pocket expenditures necessary to correct deficiencies contained in said Notice. Grantors shall promptly reimburse the City for any amounts contained in such Invoice within fifteen (15) days of receipt of such Invoice. In the event Grantors fail to satisfy its obligations as provided in this Agreement, the City may seek any legal or equitable remedies available at law, including but not limited to specific performance or injunctive relief.

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

THE TORIAN PLUM CONDOMINIUM
OWNERS ASSOCIATION, INC., a
Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

STOCKMAN DEV LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

CITY OF STEAMBOAT SPRINGS

By: _____
Tom Leeson, City Manager

ATTEST

Julie Franklin, CMC, City Clerk

[illegible]

The foregoing instrument was subscribed to and acknowledged before me by _____ as _____ of The Torian Plum Condominium Owners Association, Inc., a Colorado nonprofit corporation, Grantor, on the _____ day of _____, 202__.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[illegible]

The foregoing instrument was subscribed to and acknowledged before me by _____
_____ as _____ of Stockman Dev LLC, a Delaware
limited liability company, Grantor, on the _____ day of _____, 202__.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by Tom Leeson, City Manager, and attested to by Julie Franklin, City Clerk, for the City of Steamboat Springs, Colorado, on the _____ day of _____, 202__.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBITS A-1 A-2 A-3

Easement Premises

PROPERTY DESCRIPTION

EASEMENT

AN EASEMENT OVER AND ACROSS A PORTION OF TORIAN PLUM CONDOMINIUMS, PHASE I, AS RECORDED UNDER RECEPTION NO. 333249 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SW1/4 SECTION 22, 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 WEST LINE OF THE NW1/4 SECTION 27, T6N, R84W, 6TH P.M., BEING ASSUMED TO BEAR S01°46'00"W.

COMMENCING AT THE SW CORNER OF SAID SECTION 22; THENCE N78°14'38"E, A DISTANCE OF 1042.92 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TORIAN PLUM CONDOMINIUMS, PHASE I, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N12°21'15"W, A DISTANCE OF 41.93 FEET;
THENCE N87°21'15"W, A DISTANCE OF 101.95 FEET;
THENCE N03°59'01"E, A DISTANCE OF 19.57 FEET;
THENCE S84°55'31"E, A DISTANCE OF 3.29 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 48°32'02", AND AN ARC LENGTH OF 28.80 FEET, THE CHORD OF WHICH BEARS N70°48'28"E, A DISTANCE OF 27.95 FEET;
THENCE N46°32'27"E, A DISTANCE OF 3.73 FEET;
THENCE N37°32'20"E, A DISTANCE OF 6.15 FEET;
THENCE N30°01'47"E, A DISTANCE OF 7.89 FEET;
THENCE N26°08'37"E, A DISTANCE OF 8.59 FEET;
THENCE N26°44'22"E, A DISTANCE OF 3.32 FEET;
THENCE N21°41'57"E, A DISTANCE OF 11.86 FEET;
THENCE N19°55'24"E, A DISTANCE OF 24.77 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 507.00 FEET, A CENTRAL ANGLE OF 02°17'16", AND AN ARC LENGTH OF 20.24 FEET, THE CHORD OF WHICH BEARS N21°04'02"E, A DISTANCE OF 20.24 FEET;
THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 06°01'10", AND AN ARC LENGTH OF 10.51 FEET, THE CHORD OF WHICH BEARS N19°12'05"E, A DISTANCE OF 10.50 FEET;
THENCE N74°22'53"W A DISTANCE OF 1.00 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 99.00 FEET, A CENTRAL ANGLE OF 06°43'11", AND AN ARC LENGTH OF 11.61 FEET, THE CHORD OF WHICH BEARS N12°50'15"E, A DISTANCE OF 11.60 FEET;
THENCE N09°28'40"E, A DISTANCE OF 12.71 FEET TO A POINT ON THE BOUNDARY OF SAID TORIAN PLUM CONDOMINIUMS, PHASE I;
THENCE ALONG SAID BOUNDARY OF TORIAN PLUM CONDOMINIUMS, PHASE I, THE FOLLOWING FOUR (4) COURSES:
1. S85°36'45"E, A DISTANCE OF 8.00 FEET;
2. S05°04'52"E, A DISTANCE OF 54.90 FEET;
3. S26°48'51"E, A DISTANCE OF 70.00 FEET;
4. S06°18'20"W, A DISTANCE OF 68.92 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 7,664 SQUARE FEET OR 0.18 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: 2633-003

DATE: 7/30/25

DRAWN BY: JAG

CHECKED BY:

DRAFT
7/30/25

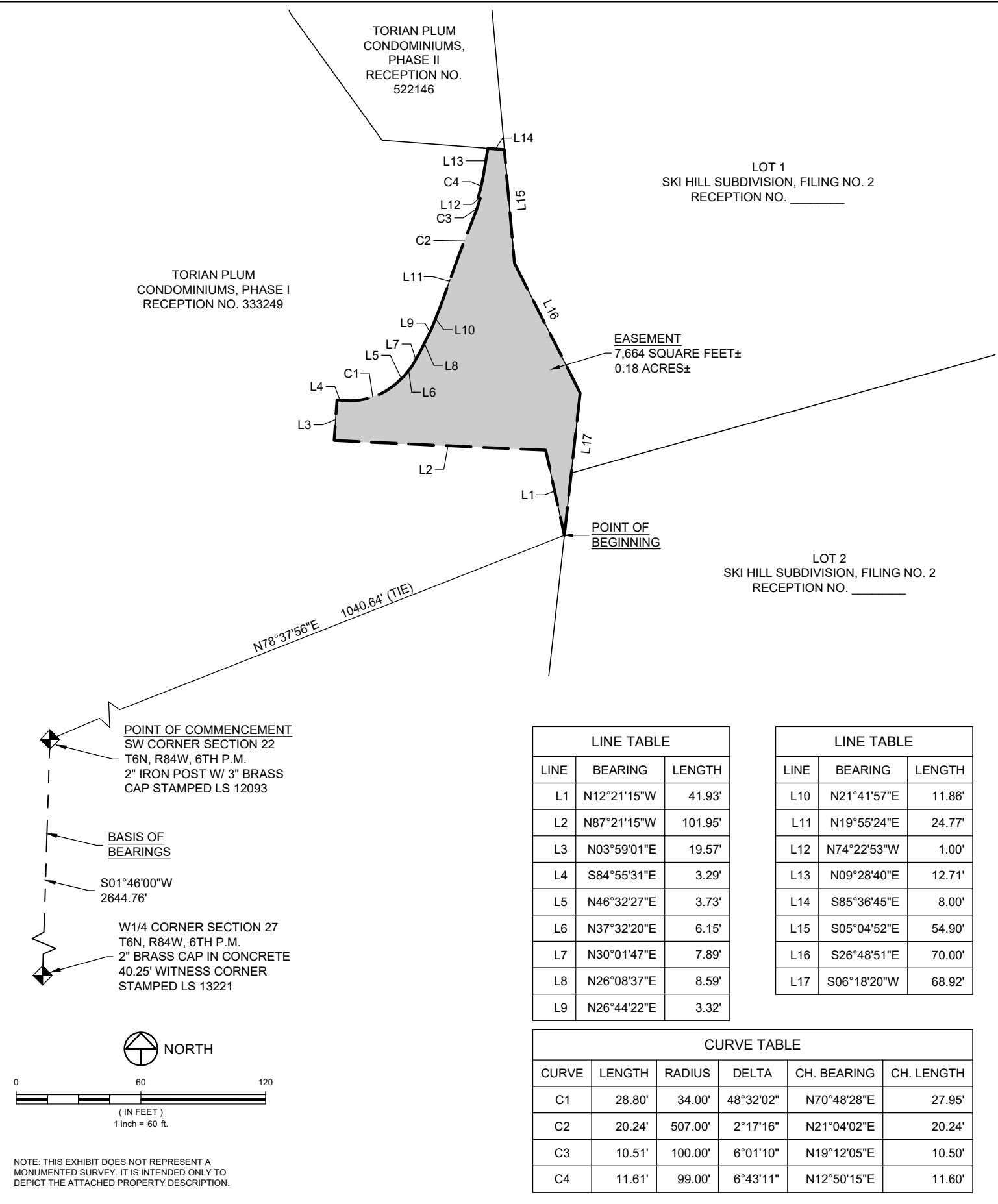
EXHIBIT EASEMENT

LOCATED IN THE SW1/4 SECTION 22,
TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

1

Of 2 Sheets



www.landmark-co.com

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EXHIBIT

EASEMENT

LOCATED IN THE SW1/4 SECTION 22,
TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

2

Of 2 Sheets

PROPERTY DESCRIPTION

EASEMENT

AN EASEMENT OVER AND ACROSS A PORTION OF TORIAN PLUM CONDOMINIUMS, PHASE II, AS RECORDED UNDER RECEPTION NO. 522146 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SW1/4 SECTION 22, 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 WEST LINE OF THE NW1/4 SECTION 27, T6N, R84W, 6TH P.M., BEING ASSUMED TO BEAR S01°46'00"W.

COMMENCING AT THE SW CORNER OF SAID SECTION 22; THENCE N68°29'01"E, A DISTANCE OF 1065.44 FEET TO SOUTHEASTERLY CORNER OF SAID TORIAN PLUM CONDOMINIUMS, PHASE II, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE N85°36'45"W, ALONG THE SOUTHERLY BOUNDARY OF SAID TORIAN PLUM CONDOMINIUMS, PHASE II, A DISTANCE OF 8.00 FEET;

THENCE N09°28'40"E, A DISTANCE OF 14.25 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 249.00 FEET, A CENTRAL ANGLE OF 04°40'51", AND AN ARC LENGTH OF 20.34 FEET, THE CHORD OF WHICH BEARS N07°08'14"E, A DISTANCE OF 20.34 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TORIAN PLUM CONDOMINIUMS, PHASE II;

THENCE S05°04'52"E, A DISTANCE OF 34.99 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 129 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



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PROJECT: 2633-003

DATE: 02/20/25

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CHECKED BY:

EXHIBIT

EASEMENT

LOCATED IN THE SW1/4 SECTION 22,
TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

1

Of 2 Sheets

TORIAN PLUM
CONDOMINIUMS,
PHASE II
RECEPTION NO.
522146

LOT 1
SKI HILL SUBDIVISION, FILING NO. 2
RECEPTION NO. _____

$\Delta=4^{\circ}40'51''$
 $R=249.00$
 $L=20.34$
 $CH=N07^{\circ}08'14''E$
20.34'

$S05^{\circ}04'52''E$
34.99'

EASEMENT
129 SQUARE FEET±

$N09^{\circ}28'40''E$
14.25'

POINT OF
BEGINNING

$N85^{\circ}36'45''W$
8.00'

TORIAN PLUM
CONDOMINIUMS, PHASE I
RECEPTION NO. 333249

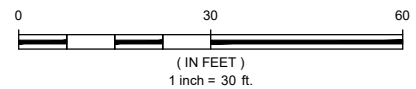
$N68^{\circ}29'01''E$ 1065.44' (T/E)

POINT OF COMMENCEMENT
SW CORNER SECTION 22
T6N, R84W, 6TH P.M.
2" IRON POST W/ 3" BRASS
CAP STAMPED LS 12093

BASIS OF
BEARINGS

$S01^{\circ}46'00''W$
2644.76'

W1/4 CORNER SECTION 27
T6N, R84W, 6TH P.M.
2" BRASS CAP IN CONCRETE
40.25' WITNESS CORNER
STAMPED LS 13221



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



PROJECT: 2633-003

DATE: 02/20/25

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CHECKED BY:

DRAFT
02/20/25

EXHIBIT EASEMENT

LOCATED IN THE SW1/4 SECTION 22,
TOWNSHIP 6 NORTH, RANGE 84 WEST, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

2

Of 2 Sheets

PROPERTY DESCRIPTION

EASEMENT

A PUBLIC IMPROVEMENT EASEMENT OVER AND ACROSS A PORTION OF LOT 1, SKI HILL SUBDIVISION, FILING NO. 2 AS RECORDED UNDER RECEPTION NO. _____ IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SW1/4 SECTION 22, 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 WEST LINE OF THE NW1/4 SECTION 27, T6N, R84W, 6TH P.M., BEING ASSUMED TO BEAR S01°46'00"W.

COMMENCING AT THE SW CORNER OF SAID SECTION 22; THENCE N58°27'50"E, A DISTANCE OF 1172.61 FEET TO THE MOST NORTHWESTERLY OF SAID LOT 1, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE N79°34'20"E, ALONG THE NORTHERLY BOUNDARY OF SAID LOT1, A DISTANCE OF 21.43 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 212.00 FEET, A CENTRAL ANGLE OF 00°21'51", AND AN ARC LENGTH OF 1.35 FEET, THE CHORD OF WHICH BEARS S03°27'52"E, A DISTANCE OF 1.35 FEET;
THENCE S47°11'27"E, A DISTANCE OF 5.71 FEET;
THENCE S01°00'54"E, A DISTANCE OF 8.61 FEET;
THENCE S89°46'23"E, A DISTANCE OF 2.01 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 218.00 FEET, A CENTRAL ANGLE OF 03°48'05", AND AN ARC LENGTH OF 14.46 FEET, THE CHORD OF WHICH BEARS S01°59'46"W, A DISTANCE OF 14.46 FEET;
THENCE S86°06'11"E, A DISTANCE OF 4.21 FEET;
THENCE S06°22'16"W, A DISTANCE OF 16.54 FEET;
THENCE S66°22'16"W, A DISTANCE OF 11.55 FEET;
THENCE S06°22'16"W, A DISTANCE OF 48.72 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 07°26'06", AND AN ARC LENGTH OF 37.63 FEET, THE CHORD OF WHICH BEARS S02°39'13"W, A DISTANCE OF 37.60 FEET;
THENCE S01°03'50"E, A DISTANCE OF 47.53 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 10°31'59", AND AN ARC LENGTH OF 9.19 FEET, THE CHORD OF WHICH BEARS S04°12'10"W, A DISTANCE OF 9.18 FEET;
THENCE S09°28'09"W, A DISTANCE OF 56.31 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 12°42'55", AND AN ARC LENGTH OF 24.41 FEET, THE CHORD OF WHICH BEARS S15°52'00"W, A DISTANCE OF 24.36 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1;
THENCE ALONG SAID WESTERLY BOUNDARY OF LOT 1 THE FOLLOWING THREE (3) COURSES:
N05°04'52"W, A DISTANCE OF 126.97 FEET;
N06°22'16"E, A DISTANCE OF 140.41 FEET;
N10°25'40"W, A DISTANCE OF 1.42 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 5,902 SQUARE FEET OR 0.14 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



PROJECT: 2633-003

DATE: 7/30/25

DRAWN BY: BC

CHECKED BY: JAG

DRAFT
7/30/25

EXHIBIT EASEMENT

LOCATED IN LOT 1, SKI HILL SUBDIVISION, FILING NO. 2;
IN THE SW1/4 SECTION 22, T6N, R84W, 6TH P.M.;
CITY OF STEAMBOAT SPRINGS,
COUNTY OF ROUTT, STATE OF COLORADO

SHEET

1

Of 2 Sheets

SKI TIME SQUARE DRIVE

POINT OF
BEGINNING

TORIAN PLUM
CONDOMINIUMS,
PHASE II
RECEPTION NO.
522146

TORIAN PLUM
CONDOMINIUMS, PHASE I
RECEPTION NO. 333249

EASEMENT
5,902 SQUARE FEET±
0.14 ACRES±

LOT 1
SKI HILL SUBDIVISION, FILING NO. 2
RECEPTION NO. _____

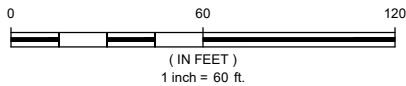
N58°27'50"E
1172.61' (TIE)

POINT OF COMMENCEMENT
SW CORNER SECTION 22
T6N, R84W, 6TH P.M.
2" IRON POST W/ 3" BRASS
CAP STAMPED LS 12093

BASIS OF
BEARINGS

S01°46'00"W
2644.76'

W1/4 CORNER SECTION 27
T6N, R84W, 6TH P.M.
2" BRASS CAP IN CONCRETE
40.25' WITNESS CORNER
STAMPED LS 13221



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

LINE TABLE

LINE	BEARING	LENGTH
L1	S79°34'20"W	21.43'
L2	N47°11'27"W	5.71'
L3	N01°00'54"W	8.61'
L4	N89°46'23"W	2.01'
L5	N86°06'11"W	4.21'
L6	N06°22'16"E	16.54'
L7	N66°22'16"E	11.55'
L8	N06°22'16"E	48.72'
L9	N01°03'50"W	47.53'
L10	N09°28'09"E	56.31'
L11	S05°04'52"E	126.97'
L12	S06°22'16"W	140.41'
L13	S10°25'40"E	1.42'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	1.35'	212.00'	0°21'51"	N03°27'52"W	1.35'
C2	14.46'	218.00'	3°48'05"	N01°59'46"E	14.46'
C3	37.63'	290.00'	7°26'06"	S02°39'13"W	37.60'
C4	9.19'	50.00'	10°31'59"	N04°12'10"E	9.18'
C5	24.41'	110.00'	12°42'55"	N15°52'00"E	24.36'



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PROJECT: 2633-003

DATE: 7/30/25

DRAWN BY: BC

CHECKED BY: JAG

DRAFT
7/30/25

EXHIBIT
EASEMENT
LOCATED IN LOT 1, SKI HILL SUBDIVISION, FILING NO. 2;
IN THE SW1/4 SECTION 22, T6N, R84W, 6TH P.M.;
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EXHIBIT B

Standard of Care

Operation and maintenance of the Promenade Extension Improvements shall include watering, pruning, weed control, pest control, irrigation, clean-up of trash, debris, and other litter, mowing, trimming, fertilization, snowmelt, and decoration of any and all trees and plants included in the Promenade Improvements. Such activities shall occur in an orderly and expeditious fashion in order to maintain an aesthetically-pleasing environment for the general public. The following general guidelines shall serve as benchmarks for the Standard of Care:

1. Watering - The watering of plants, trees, shrubs, flowers, or any similar item shall occur on an as-needed basis to ensure that all such natural life retains its maximum useful life. At a minimum, all watering basins around these plants, trees, shrubs, flowers, or other similar items shall be maintained such that enough water can be applied to establish moisture through major root zones. If it becomes necessary to reset any plants, trees, shrubs, flowers, or similar items, then such shall be reset at the proper grade and/or upright position.

2. Pruning - The pruning of all plants, trees, shrubs, flowers, or any similar item shall occur on a regular basis to ensure the continued vitality of these items included in the Promenade Extension Improvements. Pruning shall occur as necessary to eliminate diseased or damaged growth and any narrow V-shaped branch forks that lack strength. Pruning into any balled, boxed or other forms shall only be allowed upon prior permission granted by the SSRC.

3. Weed Control - Any and all areas between plants, trees, shrubs, flowers, or any similar item shall be kept reasonably weed-free at all times. Only recommended and legally approved herbicides shall be used to control weed growth. Soil cultivation shall be maintained at a minimal level to avoid destruction of shallow roots and inadvertent breakage of the seals upon pre-emergent herbicides.

4. Pest Control - All plant materials of any kind shall be routinely inspected for signs of stress, damage, and potential trouble related to such things including, but not limited to: the presence of insects, moles, gophers, squirrels, snails and slugs, discolored or blotching leaves or needles, and unusually light green or yellowing green color inconsistent with normal green color of leaves. The performance of any spraying activities for insect, pest and disease control shall only be done by licensed, qualified, and trained personnel. All spraying shall occur with extreme care to avoid hazardous contact with any persons or pets in the area and any adjacent areas to the Promenade Extension Improvements.

5. Irrigation - In the event that an irrigation system is established, automatic controllers shall be set for normal seasonal requirements. At a minimum, all plant materials of any kind shall be checked once per week to determine if moisture levels are appropriate. The irrigation system shall be continually monitored to verify that it is functioning properly as designed. The irrigation system shall be configured so as to prevent spraying on windows, building walls, and any other structures by balancing the throttle control (or similar device) and the adjustments screws on the sprinkler heads. Under no circumstances shall water be allowed to atomize and drift.

6. Clean-Up of Trash, Debris, and Litter-All grounds included in the Promenade

Extension Improvements shall be maintained in a manner that is free of trash, debris, litter, and other unsightly refuse not in conformance with the standards of a comparable public facility. Trash receptacles shall be maintained at convenient locations and emptied on a regular basis to avoid any overflow of waste materials.

7. Mowing and Trimming- All grass located included in the Promenade Extension Improvements shall be mowed and trimmed on a regular basis so as not to detract from the commercial and aesthetic appeal of the surrounding areas. Upon the hiring of an independent contractor to perform these services, the SSRC may establish a schedule for routine mowing and trimming which should be adhered to unless prior permission to alter the schedule is obtained by said independent contractor. However, additional mowing and trimming shall occur as necessary to alleviate any unusual growth patterns that occur.

8. Fertilization - Any necessary fertilization of plants, trees, shrubs, flowers, or any similar item shall occur during such seasons in order to produce optimal growing capability for said plant life. Permissible fertilizers that may be used include: i) tightly-compressed, slow-release and long-lasting complete fertilizer tablets bearing a manufacturer's label of guaranteed analysis of chemicals present, ii) balanced, once per season application controlled-release fertilizers with a blend of coated pills which supply controlled-release nitrogen, phosphorus and iii) potassium, and uncoated, rapidly soluble pills containing nitrogen and phosphorus.

9. Snowmelt/Snow Storage - A coordinated and consistent system of snowmelt and snow storage shall be established in order to ensure the orderly removal and storage of snow and ice materials included in the Promenade Extension Improvements. The snowmelt system shall be able to ensure the safety of the general public and utmost functionality and commercial usefulness of all properties located included in the Promenade Extension Improvements. The snowmelt system shall be maintained based upon the standards that would exist for such systems located within a reasonably maintained first-class ski resort. This system of snowmelt shall also be maintained in a manner which shall be as environmental or "green" friendly as possible, all within the bounds of reason and with proper functionality of the snowmelt system being of utmost importance.

10. Decoration of Plants, Trees, Flowers, and Shrubs-At various times throughout the year, it may be permissible to provide holiday decoration of plants, trees, flowers, and shrubs. Holiday lighting shall be allowed from a period beginning on December 1 of each calendar year, and these lights may be removed no earlier than February 15 and no later than March 1 of each calendar year. Each tree must contain at least three hundred (300) lights or enough lights to ensure full coverage of the tree. The lights shall be continually monitored to verify that they are functioning properly and remain aesthetically-pleasing. At all times, these holiday lights shall be connected to street lighting controls in order to assure that they turn on and off according to ambient light.

11. Lighting - All outdoor lighting established included in the Promenade Extension Improvements shall be constructed in order to assure uniformity throughout the Promenade Extension Improvements and to minimize the indiscriminate use of outdoor lighting. Outdoor light fixtures shall only be of a material, type and design to conform to any and all standards as set forth by the City of Steamboat Springs, Colorado. Outdoor lighting shall only remain on during normal business operating hours, unless such lighting should stay on in order to increase security, safety, and/or the general welfare of the public.. In the event that any such outdoor lighting is extinguished via the natural expiration of the useful life of the applicable light bulb, all efforts shall be made to replace such lighting within a reasonable amount of time not to exceed twenty- four (24) hours.

12. Signage - All signage located included in the Promenade Extension Improvements shall be maintained to a standard set forth in the City of Steamboat Springs Revised Municipal Code, with specific reference to the provisions established in Section 26-221 through 26-227 and to standards in the Base Area Master Plan, Pattern Book, Promenade & Daylighting of Burgess Creek Construction Documents 2009.

13. Street Furniture, Fixtures and Trash Receptacles -All street furniture, fixtures and trash receptacles shown on Exhibit A and B shall be maintained so as to be functional and free of rust, chipped paint or excessive deterioration.

14. Landscaping - Plants, trees, shrubs, flowers, or any similar items shown on Exhibit A and B which die or are removed shall be promptly replaced.

15. Hardscape - Any portion of the Promenade shall be repaired or replaced in the event the following conditions occur:

- a. Any vertical displacement of the pavers or surface exceeds one half of an inch;
- b. Any lateral displacement of pavers or surface exceeds one half inch;
- c. Where the surface condition of the Promenade has deteriorated, cracked, settled, or chipped, so as to create or constitute a hazard or unsafe condition to the public;

Where the transverse slope of the Promenade exceeds eight (8) percent or in which the combination of transverse or longitudinal grade is insufficient for adequate drainage of the Promenade