

DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT is made and entered into this ____ day of _____, 202__, by and between **STEAMBOAT SKI & RESORT CORPORATION**, a Delaware corporation (hereafter referred to as “Grantor”), and the **CITY OF STEAMBOAT SPRINGS**, a Colorado municipal corporation (hereafter referred to as “Grantee”).

WHEREAS, Grantor is the owner of certain real property located in Steamboat Springs, Colorado, located at _____ (**address**), PIN _____ more particularly described on **Exhibit A**, attached hereto and made a part hereof by this reference (hereafter the “Property”); and

WHEREAS, Grantor desires to convey to Grantee a drainage 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 drainage 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 drainage 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, maintenance, and use of a culvert and associated 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.** Maintenance, repair, and replacement of the drainage facilities, once constructed, shall be the responsibility of Grantor.
4. **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.
5. **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.
6. **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.

7. 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.

8. 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.

9. 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.

10. 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.

If to Grantee:
City of Steamboat Springs
c/o Legal Department
137 10th St.
P.O. Box 775088
Steamboat Springs, CO 80477

If to Grantor:
Steamboat Ski & Resort Corporation
Attn: Roger Levanduski
2305 Mt. Werner Circle
Steamboat Springs, CO 80487

11. 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.

[Signatures on following pages]

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: _____

Name: Tom Leeson

Title: City Manager

ATTEST:

Julie Franklin, CMC
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Tom Leeson 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: _____

GRANTOR:

STEAMBOAT SKI & RESORT CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____ as _____ of Steamboat Ski &
Resort Corporation, a Delaware corporation.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

EXHIBIT A

Legal Description of Property

PROPERTY DESCRIPTION

STORM SEWER EASEMENT

A STORM SEWER EASEMENT OVER AND ACROSS A PORTION OF LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D, AS RECORDED UNDER RECEPTION NO. 817319 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°37'56"E, A DISTANCE OF 1040.64 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 2, SKI HILL SUBDIVISION, REPLAT OF PARCEL D, SAID POINT BEING POINT OF BEGINNING;

THENCE N06°18'20"E, ALONG SAID WESTERLY BOUNDARY OF LOT 2, A DISTANCE OF 30.24 FEET;
THENCE N74°26'11"E, A DISTANCE OF 10.34 FEET;
THENCE S12°21'15"E, A DISTANCE OF 21.66 FEET;
THENCE N77°38'45"E, A DISTANCE OF 186.34 FEET;
THENCE N67°41'58"E, A DISTANCE OF 348.08 FEET;
THENCE N30°56'55"E, A DISTANCE OF 202.38 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 2;
THENCE N85°36'13"E, ALONG SAID NORTHERLY BOUNDARY OF LOT 2, A DISTANCE OF 24.52 FEET;
THENCE S30°56'55"W, A DISTANCE OF 223.21 FEET;
THENCE S67°41'58"W, A DISTANCE OF 356.46 FEET;
THENCE S77°38'45"W, A DISTANCE OF 208.08 FEET;
THENCE N12°21'15"W, A DISTANCE OF 12.43 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 15,731 SQUARE FEET OR 0.36 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: 4/2/25

DRAWN BY: BC

CHECKED BY: JAG

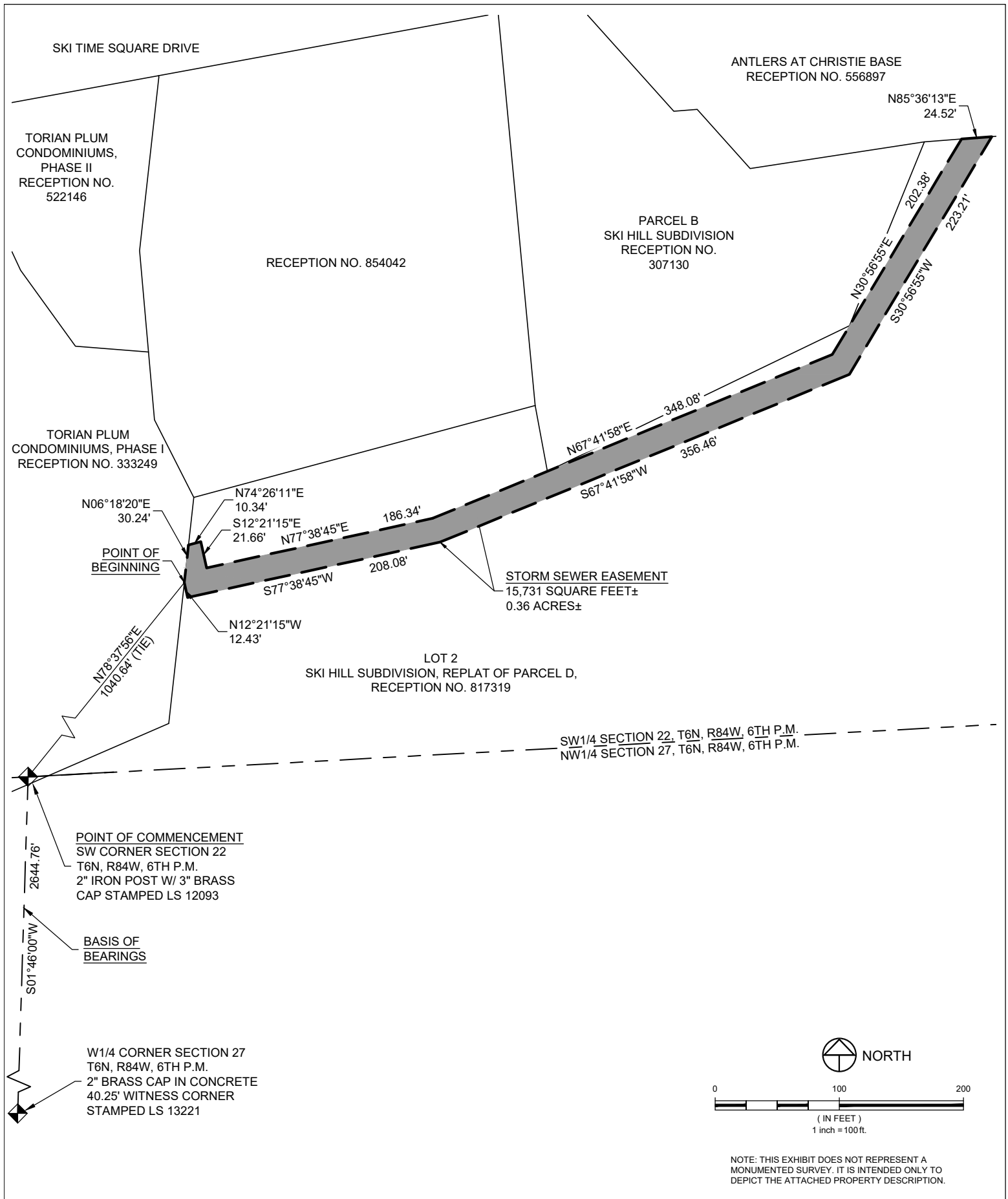
EXHIBIT

STORM SEWER EASEMENT
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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



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2

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