

BRIDGE EASEMENT AGREEMENT  
(Bridge No. 2 Easement)

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For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, BASE VILLAGE OWNER LLC, a Delaware limited liability company (the "Grantor"), hereby grants, bargains, sells and conveys to BASE VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain bridge improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Pitkin County, Colorado, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Improvements to be constructed within the Easement are for a public bridge to be used primarily for pedestrian access. Access for service vehicles and emergency vehicles will also be allowed. The Grantor reserves the right to use the Easement and the Improvements to transport anything necessary for the construction of improvements on the Premises. Any damage caused to the Improvements by the Grantor or its contractors shall be repaired by the Grantor at its cost. The Grantor shall also have the right to block pedestrian and service vehicle access to the Improvements as necessary to construct improvements on the Premises. Until such time as a snowmelt system is completed on the bridge, there will be no public access to the bridge from November 1 through April 30 of each year. Once the snowmelt system is completed the public shall have access year round.

3. The Grantor, its successors and assigns, shall not construct or place any structure or building upon the Premises that would materially interfere with the District's use and operation of the Improvements. The District may, at its sole cost and expense, remove any structure or building constructed on the Premises as is necessary to maintain, repair or replace the Improvements; provided, however, the District shall cause such structure or building to be rebuilt to substantially the same condition as existed immediately prior to such removal following completion of such maintenance, repair or replacement, as applicable.

4. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not

interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to in any way inhibit the development of the private property located adjacent to the Premises.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including, but not limited to, all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. Subject to the limitations contained herein regarding non-interference with the Grantor's use of the Premises, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

7. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor covenants and agrees with the District that the District has full power and lawful authority to grant, bargain, sell and convey the Easement. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

11. The rights and responsibilities set forth in this Easement are intended to be

covenants on the Premises and are to run with the land.

12. To the extent applicable, the District shall comply with all codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding the use and operation of the Premises.

13. If any party institutes legal proceedings with respect to this Easement against the other party, the prevailing party shall be entitled to court costs and reasonable attorneys' fees incurred by such party or parties in connection with such legal proceedings. The "prevailing party" shall be determined, at the conclusion of any appeals, if any, by the entity before whom the dispute was brought, based upon an assessment of which party's major arguments or positions taken in the suit or proceeding could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues, in the final decision of the court or any appellate court.

14. This Easement shall be construed in accordance with and governed by the laws of the State of Colorado.

15. This Easement constitutes the entire agreement between Grantor and the District concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements between the parties concerning the subject matter hereof.

16. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

17. This Easement may be executed in two or more counterparts, each of which, when executed, shall be deemed an original and both of which together shall be deemed one and the same instrument.

18. This Easement shall be recorded in the real property records of Pitkin County.

GRANTOR:  
BASE VILLAGE OWNER LLC, a Delaware limited liability  
company

By: [Signature]  
Dwayne Romero, Vice President

ATTEST:  
[Signature]  
Tyler Siegel, Vice President

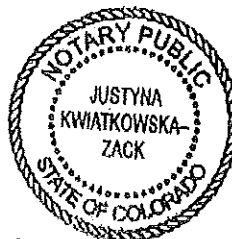
STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF PITKIN )

Subscribed and sworn to before me on this 10<sup>th</sup> day of DECEMBER, 2009,  
by Dwayne Romero, as Vice President, and Tyler Siegel as Vice President, of Base Village  
Owner LLC, a Delaware limited liability company, as Grantor.

[SEAL]

[Signature]  
Notary Public

My commission expires: 06/15/2013



My Commission Expires 06/15/2013

DISTRICT:  
BASE VILLAGE METROPOLITAN DISTRICT NO. 1

*Dwayne Romero*

\_\_\_\_\_  
Dwayne Romero, President

ATTEST:

*Mak Keeling*

\_\_\_\_\_  
Mak Keeling, Secretary

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF PITKIN                    )

Subscribed and sworn to before me on this 10<sup>th</sup> day of DECEMBER 2009, by Dwayne Romero, as President, and Mak Keeling, as Secretary, of the Base Village Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

*Justyna Kwiatkowska-Zack*  
\_\_\_\_\_  
Notary Public

My commission expires: 06/15/2013



My Commission Expires 06/15/2013

0711.0600/248961

**EXHIBIT A**  
The Premises

**BRIDGE EASEMENT**

A BRIDGE EASEMENT OVER AND ACROSS LOTS 1,2,3,4 AND 5, AS SHOWN ON BASE VILLAGE P.U.D. RECEPTION NO. 520483, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 86 WEST OF THE 6TH P.M., TOWN OF SNOWMASS, COUNTY OF PITKIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE WITNESS CORNER TO THE WEST 1/4 CORNER OF SAID SECTION 1 BEARS A PLATTED BEARING OF N00°01'31"E, A DISTANCE OF 2703.93 FEET; THENCE NORTH 33°18'03" EAST A DISTANCE OF 2156.60 FEET TO THE SOUTHERLY INTERSECTION OF LOT 1 AS SHOWN ON SAID BASE VILLAGE P.U.D., AND THE NORTHERLY RIGHT OF WAY OF WOOD ROAD AS SHOWN ON SAID BASE VILLAGE P.U.D.;

THENCE NORTH 44°42'43" EAST A DISTANCE OF 415.78 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 22°27'02" EAST A DISTANCE OF 55.50 FEET;  
THENCE SOUTH 67°25'36" EAST A DISTANCE OF 116.17 FEET;  
THENCE SOUTH 22°34'24" WEST A DISTANCE OF 55.50 FEET;  
THENCE NORTH 67°25'36" WEST A DISTANCE OF 116.05 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 6,444 SQUARE FEET OR 0.148 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

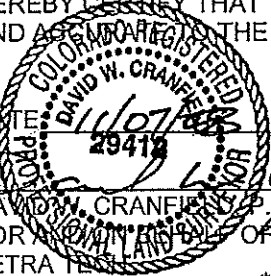
I, DAVID W. CRANFIELD, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE LAND SURVEY INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE:

11/07/08

DAVID W. CRANFIELD, P.L.S. 29412

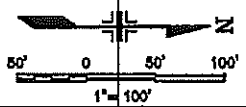
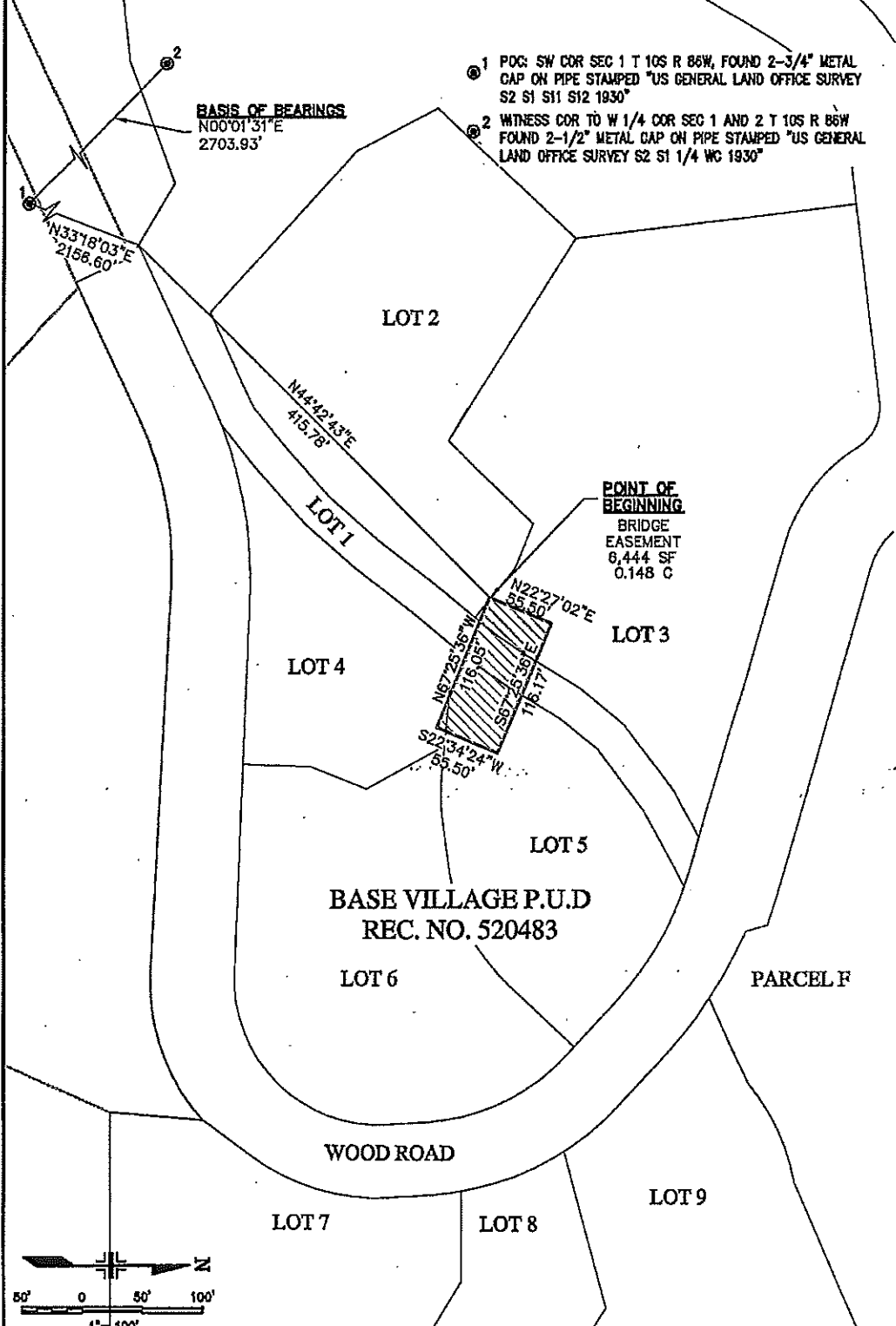
FOR AND BY LAND SURVEYOR OF TETRA



**BASE VILLAGE BRIDGE EASEMENT**

LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 86 WEST OF THE 6TH P.M.  
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO

**BRIDGE EASEMENT**



**TETRA TECH**  
410 S French Street, P.O. Box 1659,  
Breckenridge CO 80424 TEL 970 453-6394  
Fax 970 453-4579

DRAWN BY: LAW	CHECKED BY: DWC
SCALE: 1"=100'	DATE: OCT 17, 2008
P:\PROJECTS - SURVEY\LAND PROJECTS R2\	
PROJECT #: 5284.008.65 Phase I Infrastructure As-Builts	