

## **EASEMENT GRANT**

THIS EASEMENT GRANT is made between WINDWOOD CONDOMINIUM ASSOCIATION, INC., a Colorado corporation not-for profit (hereinafter referred to as "the Grantor") and the WOODBRIDGE INN, a Condominium Hotel Association (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

- A. The Grantor is a Condominium Association with the right and capacity to grant easements concerning a tract of land described on Exhibit A attached hereto and incorporated herein and hereafter referred to as "Parcel 1".
- B. The Grantee is a Condominium Association which wishes to obtain and be the beneficiary of the easement to be granted by Grantor for the benefit of a tract of land described on Exhibit B hereto and incorporated herein and hereafter referred to as "Parcel 2".
- C. The Grantor wishes to grant and the Grantee wishes to receive an easement over and across that portion of Parcel 1 more particularly described on Exhibit C attached hereto and incorporated herein.

NOW THEREFORE, for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

- 1. **GRANT OF EASEMENT.** The Grantor hereby grants to the Grantee, its heirs and assigns, as an easement appurtenant to Parcel 2, an easement over, across, under and upon that area described in Exhibit C for the installation, maintenance, repair, replacement, and use of a telephone line, which telephone line is initially a single trunk serving both the Windwood and Woodbridge Condominium projects, and then branches through the Windwood Condominium property to a point on Parcel 2, in which such telephone line is now located within Parcel 1.
- 2. **USE OF EASEMENT PREMISES.** Exclusive use of the easement premises is not hereby granted. The right to use the easement premises, likewise for telephone line purposes, is expressly reserved by the Grantor.
- 3. **COST OF IMPROVEMENTS AND MAINTENANCE.** It is further understood and agreed that the Grantee will and does hereby assume and agree to pay the cost of maintaining and repairing that portion of the telephone line to the extent that the repairs or maintenance expenses serve only the Woodbridge Condominiums and shall promptly restore landscaping in the event such repairs are performed.
- 4. **DIVISION OF DOMINANT TENEMENT.** If Parcel 2 is hereafter divided into parts by separation of ownership or by Lease, all parts shall enjoy the benefit of the easement hereby created.
- 5. **ATTORNEY'S FEES.** Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.
- 6. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer to the Grantee a usable right of enjoyment is carried out.
- 7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, and assigns, successors, tenants and personal representatives of the parties hereto.
- 8. **NOTICE.** Either party may lodge written notice of change of address with the other.

Original document is on file with the Summit County Clerk/Recorder, Breckinridge, Colorado.  
This document is for general reference only.

All notice shall be sent by U.S. mail and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

- 9. RELEASE OF EASEMENT. The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to Grantor at his last address, whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Parcel 1.

WINDWOOD CONDOMINIUM ASSOCIATION, INC., a Colorado non-for profit corporation

\_\_\_\_\_  
President,

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF COLORADO) ) ss.  
County of El Paso )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 1985 by \_\_\_\_\_ as President and as Secretary of WINDWOOD CONDOMINIUM ASSOCIATION, INC., a Colorado non-for profit corporation.

My Commission expires: 7/23/85

\_\_\_\_\_  
Notary Public, Carol Heeke

### **EXHIBIT A**

TO THAT EASEMENT GRANT DATED March 9, 1985 BY AND BETWEEN WINDWOOD CONDOMINIUM ASSOCIATION, INC., A COLORADO CORPORATION NOT FOR PROFIT AND WOODBRIDGE INN CONDOMINIUM ASSOCIATION, A COLORADO CORPORATION NOT FOR PROFIT

Windwood Condominiums, Summit County, Colorado according to the Condominium Declaration recorded October 16, 1981 at Reception No. 230393 and the Supplement thereto for Building 2 recorded January 11, 1982 at Reception No. 234496. the Supplement for Building 3 recorded May 13, 1982 at Reception No. 239728, the Supplement for Building 4 recorded October 7, 1983 at Reception No. 265505, and the Condominium Map recorded October 16, 1981 at Reception No. 230392, the Supplemental Map for Building 2 recorded January 11, 1982 at Reception no. 234495, the Supplemental Map for Building 3 recorded May 13, 1982 at Reception No. 239729 and the Supplemental Map for Building 4 recorded October 17, 1983 at Reception No. 265504 all of the Summit County, Colorado records.

### **EXHIBIT B**

To that easement grant dated March 9, 1985 by and between Windwood Condominium Association, Inc., a Colorado corporation not for profit and Woodbridge Inn Condominium Association, a Colorado corporation not for profit.

A TRACT OF LAND BEING A PORTION OF THE JUNCTION PLACER, U.S. MINERAL SURVEY NUMBER 13059, LOCATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FRISCO, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 6-7 LINE OF SAID JUNCTION PLACER, WHENCE CORNER 6 BEARS N 81°41'00" E 463.39 FEET DISTANT; THENCE N 08°19'00" W A DISTANCE OF 100.57 FEET; THENCE 37.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°10'32", A RADIUS OF 1844.00 FEET AND A CHORD WHICH BEARS S 80°40' 18" W 37.83 FEET DISTANT; THENCE N 08°19'00" W A DISTANCE OF 24.90 FEET; THENCE N 89°04'16" W A DISTANCE OF 137.16 FEET; THENCE 109.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°11'06" A RADIUS OF 1501.00 FEET AND A CHORD WHICH BEARS H 86°58'43" W 109.61 FEET DISTANT; THENCE S 27°55'01" W A DISTANCE OF 208.76 FEET TO A POINT ON SAID 6-7 LINE OF THE JUNCTION PLACER; THENCE N 81°41' 00" E A DISTANCE OF 404.07 FEET TO THE POINT OF BEGINNING, CONTAINING 49436 SQUARE FEET OR 1.135 ACRES, MORE OR LESS.

### **EXHIBIT C**

To that easement grant dated March 9, 1985 by and between Windwood Condominium Association, Inc., a Colorado corporation not for profit and Woodbridge Inn Condominium Association, a Colorado corporation not for profit.

A TRACT OF LAND LOCATED IN THE TOWN OF FRISCO, COLORADO; BEING THE SOUTHERNMOST FIVE FEET OF WINDWOOD CONDOMINIUMS BUILDING 3 SUPPLEMENT, AS FILED FOR RECORD UNDER RECEPTION NO. 239729 IN THE OFFICE OF THE SUMMIT COUNTY, COLORADO CLERK AND RECORDER, TOGETHER WITH THE SOUTHERN-MOST FIVE FEET OF WINDWOOD CONDOMINIUMS BUILDING 4 SUPPLEMENT, AS FILED FOR RECORD UNDER RECEPTION NO. 265504 IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER.

Original document is on file with the Summit County Clerk/Recorder, Breckinridge, Colorado.  
This document is for general reference only.

I, RICHARD A. BACKLUND, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS WRITTEN BY ME AND UNDER MY SUPERVISION AND THAT IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 6<sup>TH</sup> DAY OF FEBRUARY, 1985

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RICHARD A. BACKLUND  
COLORADO L.S. NO. 10847