

WARRANTY DEED

THIS DEED, made this 18th day of March, 2022, and is made between **Tomlynson, Inc.**, a Colorado corporation, the "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, the "Grantee," whose legal address is 3095 Blue Mountain Drive, Broomfield, CO 80023.

WITNESS, that the Grantor, for and in consideration of the sum ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, described on the attached Exhibit A (the "Property"), which by this reference is incorporated herein;

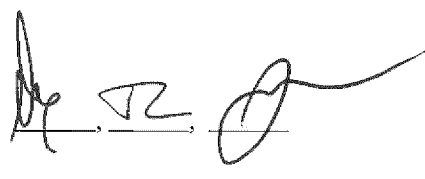
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and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

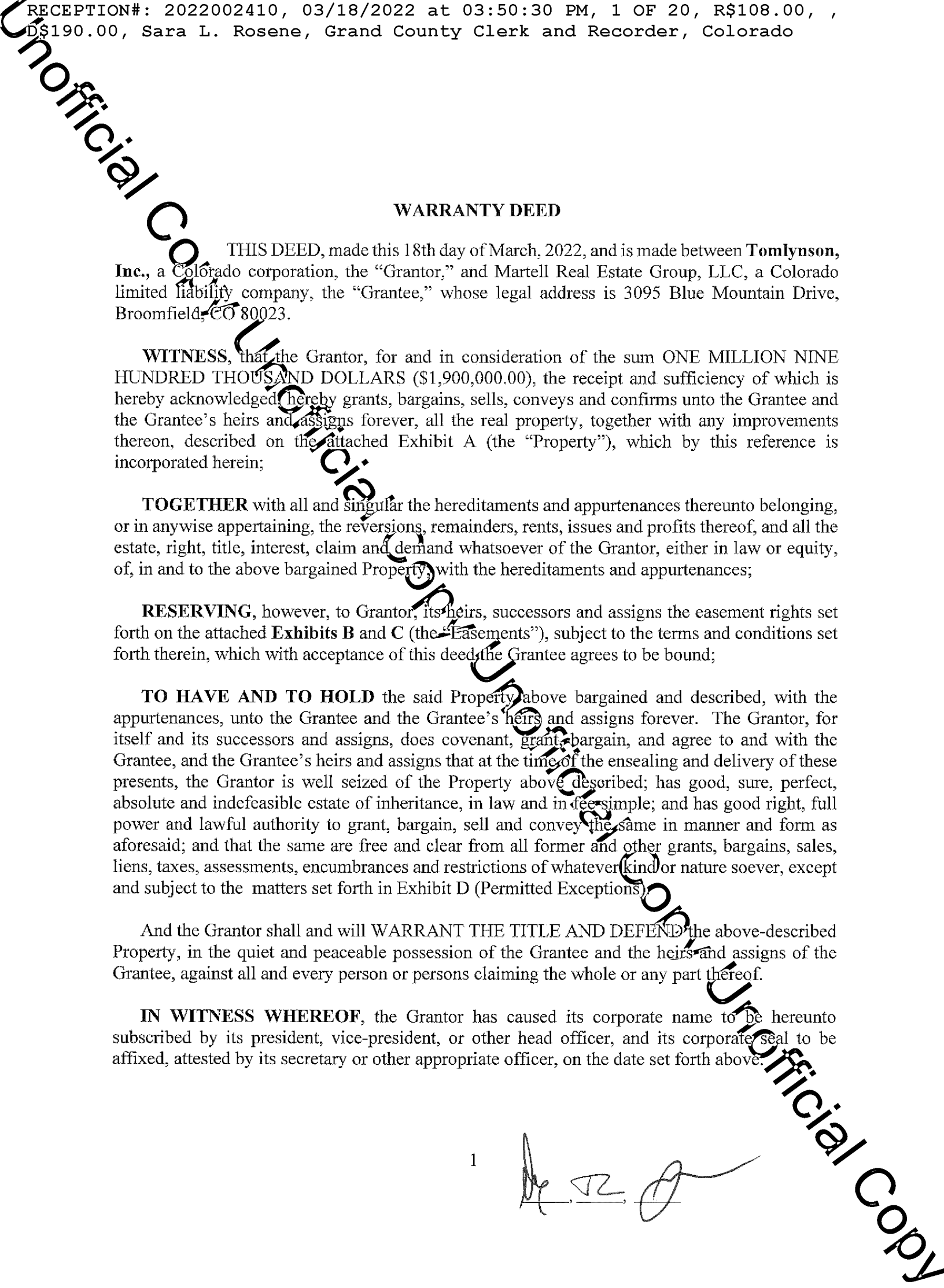
RESERVING, however, to Grantor, its heirs, successors and assigns the easement rights set forth on the attached **Exhibits B and C** (the "Easements"), subject to the terms and conditions set forth therein, which with acceptance of this deed, the Grantee agrees to be bound;

TO HAVE AND TO HOLD the said Property above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for itself and its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the Property above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to the matters set forth in Exhibit D (Permitted Exceptions).

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above-described Property, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

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[SIGNATURES PAGES TO FOLLOW]

GRANTOR:

TOMLYN SON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

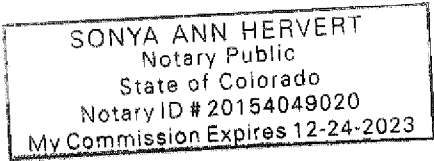
By: [Signature]
Tatyana A. Ludwig, Secretary

STATE OF COLORADO
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by Maxwell G. Ludwig, as President of Tomlyns on, Inc.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023



[Signature]
Notary Public

STATE OF COLORADO
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by Tatyana A. Ludwig, as Secretary of Tomlyns on, Inc.

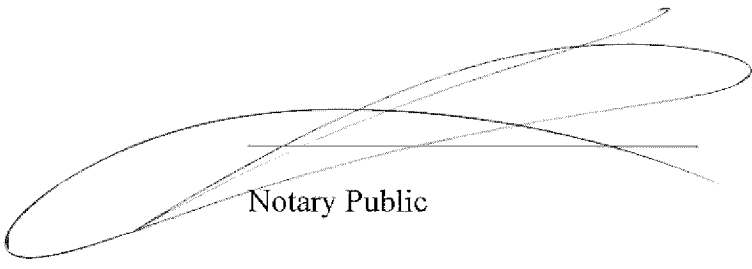
WITNESS my hand and official seal

My Commission Expires: December 24, 2023

[Signature]

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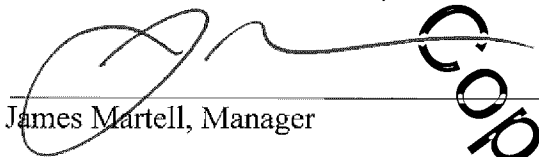
SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023


Notary Public

IN WITNESS WHEREOF, Grantee has executed this Warranty Deed on the date set forth above,
and by such execution accepts the terms and conditions of the easement reservations set forth in
Exhibits B and C to this Warranty Deed, and accepts title to the Property subject to the Permitted
Exceptions set forth in Exhibit D.

GRANTEE:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

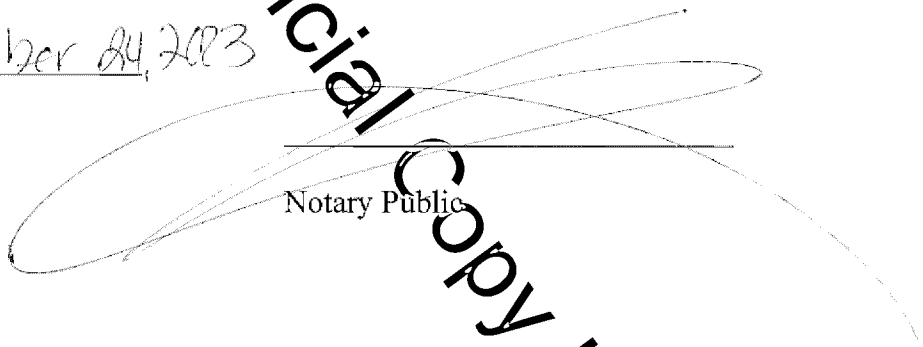
By: 
James Martell, Manager

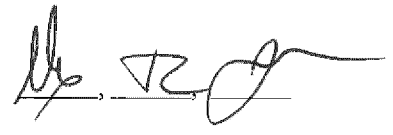
The foregoing instrument was acknowledged before me this 18 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023


Notary Public

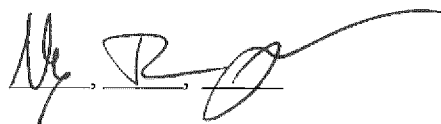


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**EXHIBIT A
TO WARRANTY DEED**

Lots 3, 4 and 5
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25,
1910 at Reception No. 15299

also known by street addresses as 240 and 300 Hancock Street, Grand Lake, CO 80447 and
assessor's schedule numbers R143231 and R143220 and Parcel numbers 119305213007 and
119305213002.

A handwritten signature in black ink, appearing to be 'M. R. O.', written over a horizontal line.

**EXHIBIT B
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

WITNESS:

WHEREAS, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

WHEREAS, as of the date of execution and recordation of the Warranty Deed to which this Parking Easement is attached (Exhibit B), *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3, 4 and 5
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

WHEREAS, *Easement Grantee* is the owner of property adjacent to the Easement Property, which is also located in Grand County, Colorado and is more particularly described as follows:

Parcel A:

Lot 18,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

Parcel B:

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6th P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and

Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also know by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400)

(Parcels A and B being referred to collectively herein as the "Adjacent Property") and is desirous of entering in this Agreement; and

WHEREAS, the Adjacent Property has historically utilized the Easement Property for vehicular parking purposes for the benefit of the Adjacent Property; and

WHEREAS, the Easement Property and the Adjacent Property are depicted in Attachment A hereto.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating an easement on the Easement Property in favor of *Easement Grantee* and the Adjacent Property to provide *Easement Grantee* and its guests, invitees, contractors, employees, and agents (hereinafter, "Grantee Users") continued access to parking on the Easement Property consistent with the historical usage thereof by *Easement Grantee*.

IT IS THEREFORE STIPULATED AND AGREED AS FOLLOWS
("Agreement"):

- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Grant and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual parking easement to *Easement Grantee* to provide *Easement Grantee* and Grantee Users access to the Easement Property for the purpose of vehicular parking on the Easement Property ("Parking Easement") consistent with *Easement Grantee's* historical usage thereof. More specifically, *Easement Grantee* shall have access to the parking spaces currently available on the Easement Property, ("Lots 3, 4 and 5 Parking"), and shall share access to Lots 3, 4 and 5 Parking with the lessors residing in the three cabins located on Lot 5 and the eight units located on Lot 3 ("Lot 3 and 5 Lessors"). Any modification of the parking spaces as a result of modifying the layout to increase the number of parking spaces available shall not impact the scope of this Easement, and *Easement Grantee* shall retain the rights to access the parking spaces on Easement Property as may be modified in the future. Easement Grantee and the Parking Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property. The Parking Easement shall burden the Easement Property described herein and conveyed in the Warranty Deed to which this Agreement is attached. Notwithstanding anything in this Agreement to the contrary, if Easement Grantor determines, in its sole and absolute discretion, to subdivide, develop, sell or improve all or any portion of Lot 5 of the Easement Property, Easement Grantor shall relocate thirteen (13) parking spaces located on Lot 5 (the "Lot 5 Parking Spaces"), such that Easement Grantee does not lose access to the number of parking spaces granted as part of this Parking

Easement Agreement. The intent is that the Easement Grantee is to maintain the same number of parking spaces granted pursuant to this Easement Agreement before and after the relocation of the Lot 5 Parking Spaces. After the relocation of the Lot 5 Parking Spaces and an amendment evidencing the relocation has been signed by Easement Grantee and Easement Grantor and recorded in the real estate records, Easement Grantor shall be entitled to terminate the easement rights granted hereunder as to the Lot 5 Parking Spaces.

- (3) **Non-exclusive.** The Parking Easement is non-exclusive and the *Easement Grantor* specifically retains the right to utilize the Easement Property in connection with the operations of *Easement Grantor* taking place on the Easement Property, so long as *Easement Grantor's* use does not unreasonably interfere with the Parking Easement described herein.
- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property for *Easement Grantee's* use, including by the Grantee Users. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Parking Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Parking Easement.
- (6) **Liens.** In no event shall any work performed on the Parking Easement give rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrance") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event such an Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance. *Easement Grantor* shall keep the Parking Easement free and clear of liens and encumbrances resulting from *Easement Grantor's* and/or *Easement Grantee's* use of the Easement Property.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Parking Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases it from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through or under *Easement Grantor*, resulting from *Easement Grantee's* exercise and use of the Parking Easement herein, except any accident, condition, or casualty that is directly caused by the

intentional or reckless acts or omissions of the *Easement Grantee's* use of the Parking Easement for the purposes described herein.

- (9) **Binding Effect.** The terms and conditions of this Agreement and the Parking Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Parking Easement and/or *Easement Grantee's* interest in the Adjacent Property herein described.
- (10) **Construction.** The rule of strict construction does not apply to this instrument. This Agreement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to the Parking Easement consistent with *Easement Grantee's* historical usage thereof, and any other allowable uses of the Easement Property; and protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Parking Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- (11) **Governing Law.** It is agreed that this Parking Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
- (12) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.
- (13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.
- (14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- (15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the

same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

- (16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

Easement Grantor:

Martell Real Estate Group, LLC, a Colorado limited liability company
% James Martell, Manager
3095 Blue Mountain Drive
Broomfield, CO 80023

Easement Grantee:

Tomlynson, Inc.
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary/ Treasurer
PO Box 1400
GL, CO 80447

And

Kent H. Whitmer, Esq.
P.O. Box 38
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first-class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

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(17) **Termination, Expiration or Abandonment of the Easement.** The Parking Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* or any successor-in-interest of *Easement Grantee* of the Parking Easement by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Parking Easement evidencing such termination.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their signatures, effective the date first above mentioned.

[SIGNATURE PAGES TO FOLLOW]

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

By: [Signature]
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

Notary Public

STATE OF COLORADO :
COUNTY OF GRAND :

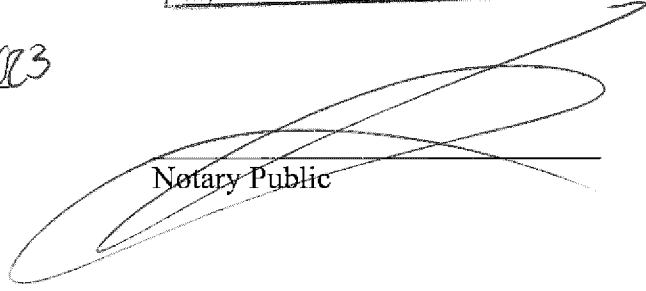
The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

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SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

WITNESS my hand and official seal

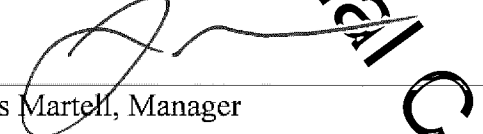
My Commission Expires: December 24, 2023



Notary Public

EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By: 
James Martell, Manager

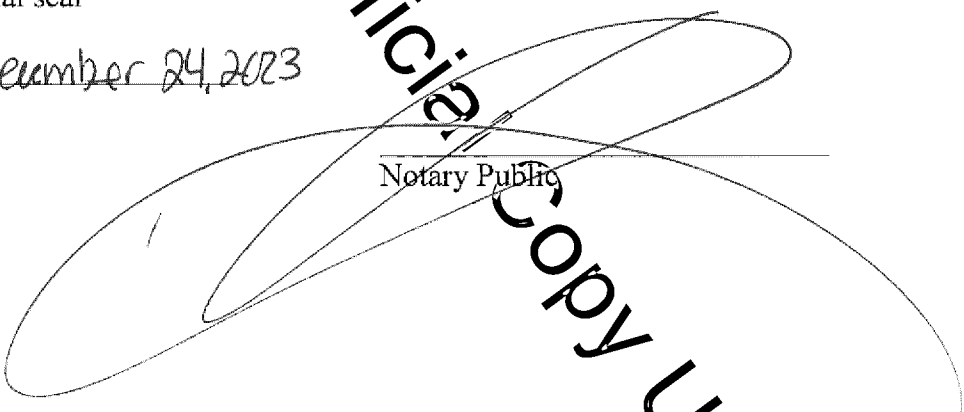
SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023



Notary Public

**EXHIBIT C
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

SNOW AND REFUSE EASEMENT AGREEMENT

This Snow and Refuse Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

WITNESS:

WHEREAS, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

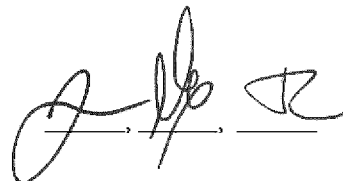
WHEREAS, as of the date of execution and recordation of the Warranty Deed to which this Agreement (Exhibit C) is attached, *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3 and 4 and 5,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

WHEREAS, *Easement Grantee* is the owner of property adjacent to the Easement Property ("Adjacent Property"), which property is located in Grand County, Colorado and is more particularly described as follows:

Parcel A:

Lot 18,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299



Parcel B:

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6th P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also known by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating a perpetual easement on the Easement Property in favor of *Easement Grantee* to provide *Easement Grantee* access and usage of the Easement Property for the purposes set forth below.

It is therefore stipulated and agreed as follows:

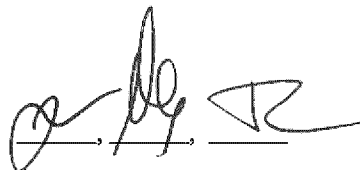
- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Purpose and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual easement on the Easement Property for the purpose of allowing *Easement Grantee* to access and utilize the Easement Property:

(a) to place snow plowed from the Adjacent Property onto the Easement Property, in a manner that does not unnecessarily or unreasonably impact *Easement Grantor's* ordinary and reasonable use of the Easement Property and that is consistent with *Easement Grantee's* historical usage thereof;

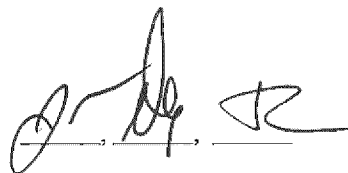
(b) to deposit refuse/trash accumulated from *Easement Grantee's* use of the Adjacent Property into designated refuse/trash containers located on the Easement Property, in a manner that is consistent with *Easement Grantee's* historical usage thereof,

(collectively, "Snow and Refuse Easement"). The Snow and Refuse Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property.

- (3) **Nonexclusive.** The Snow and Refuse Easement is nonexclusive in nature. The owner of the Easement Property burdened by this Easement may also use the Easement Property or grant others' rights in the Easement Property, so long as such use or grant does not unreasonably interfere with the rights of *Easement Grantee* established herein.



- Unofficial Copy
- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property in a manner that permits *Easement Grantee* to exercise the rights of this Snow and Refuse Easement. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Snow and Refuse Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Snow and Refuse Easement.
- (6) **Liens.** In no event shall any work performed on the Easement Property gives rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrances") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event any such Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Snow and Refuse Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases *Easement Grantee* from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through, or under *Easement Grantor's* or its assigns, resulting from *Easement Grantee's* exercise and use of the Snow and Parking Easement hereunder, except any accident, condition, or casualty that is directly caused by the intentional or reckless acts or omissions of the *Easement Grantee's* use of the Snow and Parking Easement for the purposes described herein.
- (9) **Binding Effect.** The terms and conditions of this Snow and Refuse Agreement and the Snow and Refuse Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the



Unofficial Copy

period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Snow and Parking Easement.

(10) **Construction.** The rule of strict construction does not apply to this instrument. This Snow and Refuse Easement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to accomplish the purposes of the Snow and Refuse Easement and any other allowable uses of the Easement and to protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Snow and Refuse Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

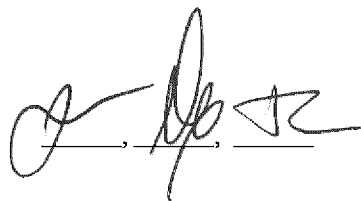
(11) **Governing Law.** It is agreed that this Snow and Refuse Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

(12) **Entire Agreement.** This Snow and Refuse Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.

(13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

(14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this



Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

(16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

Easement Grantor:

Martell Real Estate Group, LLC, a Colorado limited liability company
% James Martell, Manager
3095 Blue Mountain Drive
Broomfield, CO 80023

Easement Grantee:

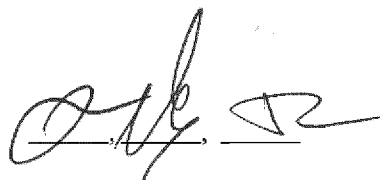
Tomlynson, Inc.
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary
PO Box 1400
GL, CO 80447

And

Kent H. Whitmer, Esq.
P.O. Box 38
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

(17) **Termination, Expiration or Abandonment of the Easement.** The Snow and Refuse Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Snow and Refuse Easement evidencing such termination.



IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their signatures, effective the date first above mentioned.

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

By: [Signature]
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

[Signature]
Notary Public

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

[Signature]
Notary Public

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

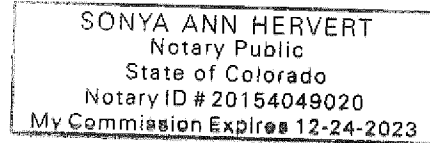
[Signature]



EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By: [Signature]
James Martell, Manager



STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

[Signature]
Notary Public

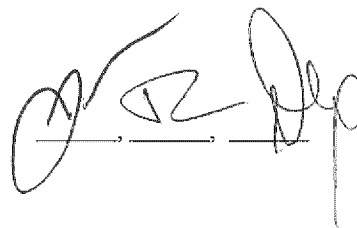
[Signature] [Signature]

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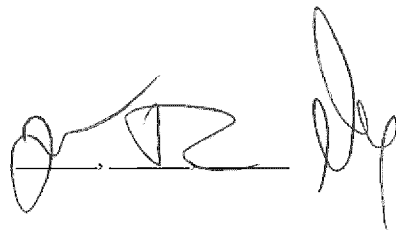
EXHIBIT D
TO WARRANTY DEED
(Permitted Exceptions)

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

1. Any facts, rights, interests, or claims which are not shown by the Public Records 1. but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
6. Right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect subject property, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335, and any possessory rights created by the locations of claims therefore.
7. Right of way for ditches and canals constructed by the authority of the United States, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335 and June 136, 1903 in Book 19 at Page 446.
8. Right of way granted Mountain Parks Electric, Inc. by instrument recorded May 21, 1976 in Book 225 at Page 335, December 11, 1998 at Reception No. 98013187, November 5, 2002 at Reception No. 2002-012102; and September 30, 2003 at Reception No. 2003-012602.
9. Easements, rights of way and all other matters as shown on the Plat of Sunnyside Addition to the Town of Grand Lake, filed April 25, 1910 at Reception No. 15299.

A handwritten signature in black ink, appearing to be a stylized name, is written over a horizontal line.

10. Terms, agreements, provisions, conditions and obligations as contained in Claim of Easement recorded February 27, 1978 in Book 243 at Page 086.
11. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the North Inlet to Grand Lake lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.
12. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded September 17, 2002 at Reception No. 2002-009745, providing substantially as follows:
- "these 3 lots are to be considered as one building site; are forever to remain one building site and are not to be sold separately or mortgaged separately; unless all provisions of the Town's zoning regulations then in effect are complied with, including but not limited to, area regulations".
13. Terms, agreements, provisions, conditions and obligations as contained in Parking Easement Agreement recorded September 12, 1996 at Reception No. 96007810.
14. Deed of Perpetual Nonexclusive Easement recorded December 9, 2003 at Reception No. 2003-015921.

A handwritten signature in black ink, consisting of a stylized first name and a last name, written over a horizontal line.