

SIDEWALK EASEMENT

THIS GRANT OF A SIDEWALK EASEMENT, made and entered into this 6th day of December, 2024, by and between Bridge Lane Realty LLC, a Colorado limited liability company (hereafter referred to as "Grantor"), and NS Investments LLC, a Colorado limited liability company, Lowry Capital LLC, a Colorado limited liability company, Shawn T. Bertini and Dianne D. Bertini, Timothy James Ross, Steamboat Residential, LLC, a Colorado limited liability company, Lani K. Cleverly, CO MGD Holdings, LLC, a Colorado limited liability company (hereafter collectively referred to as "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Steamboat Springs, Colorado more particularly described as Future Expansion Parcel, Riverfront Parcel, Filing No. 2, Steamboat Springs, Colorado (hereafter the "Property" or the "Properties"); and

WHEREAS, Grantee, NS Investments LLC, a Colorado limited liability company, is the owner of Unit 3, RIVERFRONT PARK, FILING NO. 2, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, Lowry Capital LLC, a Colorado limited liability company, is the owner of Unit 8, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, Shawn T. Bertini and Dianne D. Bertini are the owners of Unit 9, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, Timothy James Ross is the owner of Unit 10, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, Steamboat Residential, LLC, a Colorado limited liability company, is the owner of Unit 11, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at

Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, Lani K. Cleverly, is the owner of Unit 12, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, Grantee, CO MGD Holdings, LLC, a Colorado limited liability company, is the owner of Unit 14, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193; and

WHEREAS, the above-referenced Units shall be collectively referred to herein as the Units; and

WHEREAS, Grantor desires to convey to Grantee a sidewalk 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 Grantor desires to grant and Grantee desires to accept said sidewalk easement subject to 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, their successors and assigns forever, a perpetual and exclusive sidewalk easement over and across the real property described in Exhibit "A" ("Sidewalk Easement") for the construction and maintenance of a sidewalk to be used by Grantee for access to and egress from their Units and all purposes related thereto.
2. **MAINTENANCE.** Maintenance of the Sidewalk Easement, and snow removal and any expense related to the Sidewalk Easement and improvements required by Grantee shall be the sole responsibility and at the sole cost of Grantee.
3. **INDEMNIFICATION.** To the extent provided by applicable law and as limited herein, the Grantee hereby agrees to indemnify, defend and hold Grantor from and against any claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and disbursements, arising out of the construction, maintenance, and use of the Sidewalk Easement, including, but not limited to, on account of bodily injury to or death of persons, or destruction of property, to the extent caused by Grantee. This provision does not extend to claims caused by the negligence of Grantor.

4. **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.
5. **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.
6. **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.
7. **AS IS.** Grantee acknowledges that it accepts the Sidewalk Easement dedicated herein in "As-Is" condition and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantor warrants that it is the owner of the Property and that the Property is not encumbered by one or more mortgages or deeds of trust. Additionally, the Grantor warrants that the Property is not encumbered by a judgment lien and that title to the Property encumbered hereby is in the name of Grantor, and further warrants that said title is good and sufficient against all the world, and is covered by a general title insurance policy.
8. **NOTICES.** All notices, communications, or written devices concerning the aforementioned Sidewalk 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, or five days after deposit in the mail, whichever occurs first. Notices, communications, or written devices may also be hand delivered and deemed received on the date of a written certification of receipt.

GRANTOR

BRIDGE LANE REALTY, LLC
817 MILL RUN CT, STEAMBOAT SPRINGS, CO 80487

GRANTEE:

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

GRANTOR:

BRIDGE LANE REALTY, LLC

By: [Signature]

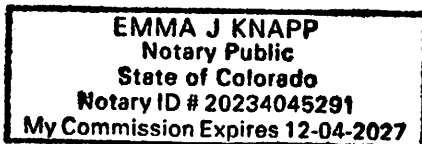
DANIEL MCENTEE

Its: MANAGING MEMBER

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by Daniel McEntee
as managing member of Bridge Lane Realty LLC a
Colorado limited liability company on the 6th day of December, 2024.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: 12-04-27

[Signature]

EMMA J KNAPP
Notary Public
State of Colorado
Notary ID # 20234042391
My Commission Expires 12-04-2027

GRANTEE:

Unit 3, RIVERFRONT PARK, FILING NO. 2, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193

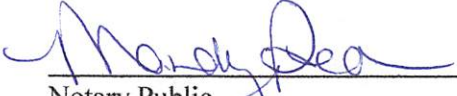


Unit Owner: NS Investments LLC, a Colorado limited liability company
Name / Title: Stephanie Yarbrough, President

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

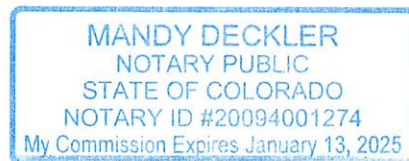
The foregoing instrument was subscribed to and acknowledged before me by Stephanie Yarbrough as President of NS Investments LLC a Colorado limited liability company on the 11 day of December, 2024.

WITNESS my hand and official seal.


Notary Public

My commission expires:

1/13/2025



Unit 8, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193



Unit Owner: Lowry Capital LLC, a Colorado limited liability company

Name / Title: Theresa Lowry, Member

STATE OF ^{Florida} ~~COLORADO~~)
 ^{Pineellas})ss.
COUNTY OF ~~ROUTT~~)

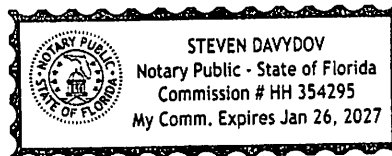
The foregoing instrument was subscribed to and acknowledged before me by Theresa
Lowry as Member of Lowry Capital LLC a
Colorado limited liability company on the 13th day of December, 2024.

WITNESS my hand and official seal.

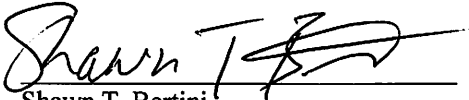


Notary Public

My commission expires: 1/26/27



Unit 9, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193.


Shawn T. Bertini


Dianne D. Bertini

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

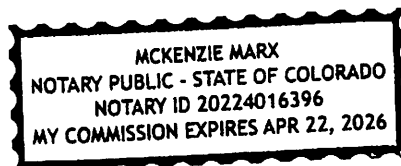
The foregoing instrument was subscribed to and acknowledged before me by Shawn Bertini
and Dianne Bertini on the 16th day of December
_____, 2024.

WITNESS my hand and official seal.

My commission expires:

April 22, 2026


Notary Public



MY COMMISSION EXPIRES APR 22, 2026
NOTARY ID 20254018368
NOTARY PUBLIC - STATE OF COLORADO
MCKENZIE MARX

Unit 10, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193.



Timothy James Ross

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by Timothy Ross
on the 10th day of December, 2024.

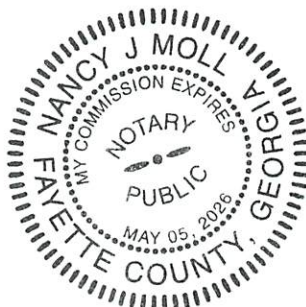
WITNESS my hand and official seal.



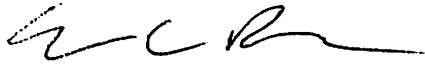
Notary Public

My commission expires:

May 5, 2026



Unit 11, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193.



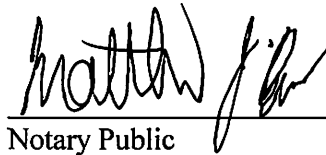
Unit Owner: Steamboat Residential, LLC, a Colorado limited liability company
Name / Title: Eric C. Rogers, as Chief Manager

Minnesota

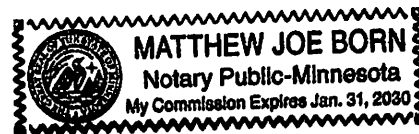
STATE OF ~~COLORADO~~)
Minnesota)ss.
COUNTY OF ~~ROUTT~~)

The foregoing instrument was subscribed to and acknowledged before me by Eric Rogers as Chief Manager of Steamboat Residential LLC a Colorado limited liability company on the 16th day of December, 2024.

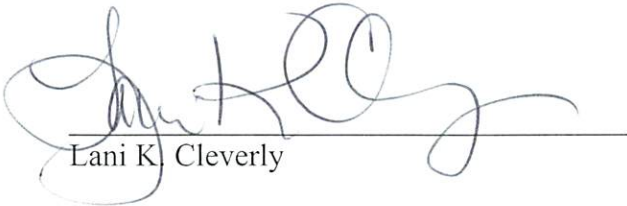
WITNESS my hand and official seal.


Notary Public

My commission expires: 01/31/2030



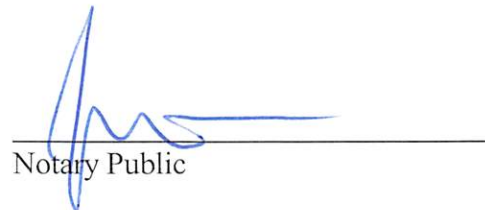
Unit 12, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193.


Lani K. Cleverly

STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by LANI CLEVERLY
_____ on the 10TH day of DECEMBER, 2024.

WITNESS my hand and official seal.



Notary Public

My commission expires: 11-6-26

J. SCOTT NORRIS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20064045557 MY COMMISSION EXPIRES 11/06/2026

Unit 14, RIVERFRONT PARK, FILING NO. 1, according to the Plat recorded June 13, 2008 at File No. 13860, Condominium Declaration recorded December 11, 2007 at Reception No. 667897, First Supplement recorded June 13, 2008 at Reception No. 675352, and Second Supplement recorded September 1, 2009 at Reception No. 691193.

Rud K. Holt TFE

Unit Owner: CO MGD Holdings, LLC, a Colorado limited liability company
Name / Title: Lisa A. Holt Family Trust, Member

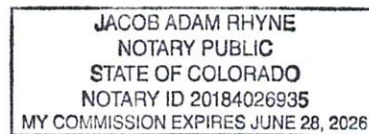
STATE OF COLORADO)
)ss.
COUNTY OF ROUTT)

The foregoing instrument was subscribed to and acknowledged before me by Karl Holt
as owner of CO MGD Holdings LLC a
Colorado limited liability company on the 12th day of December, 2024.

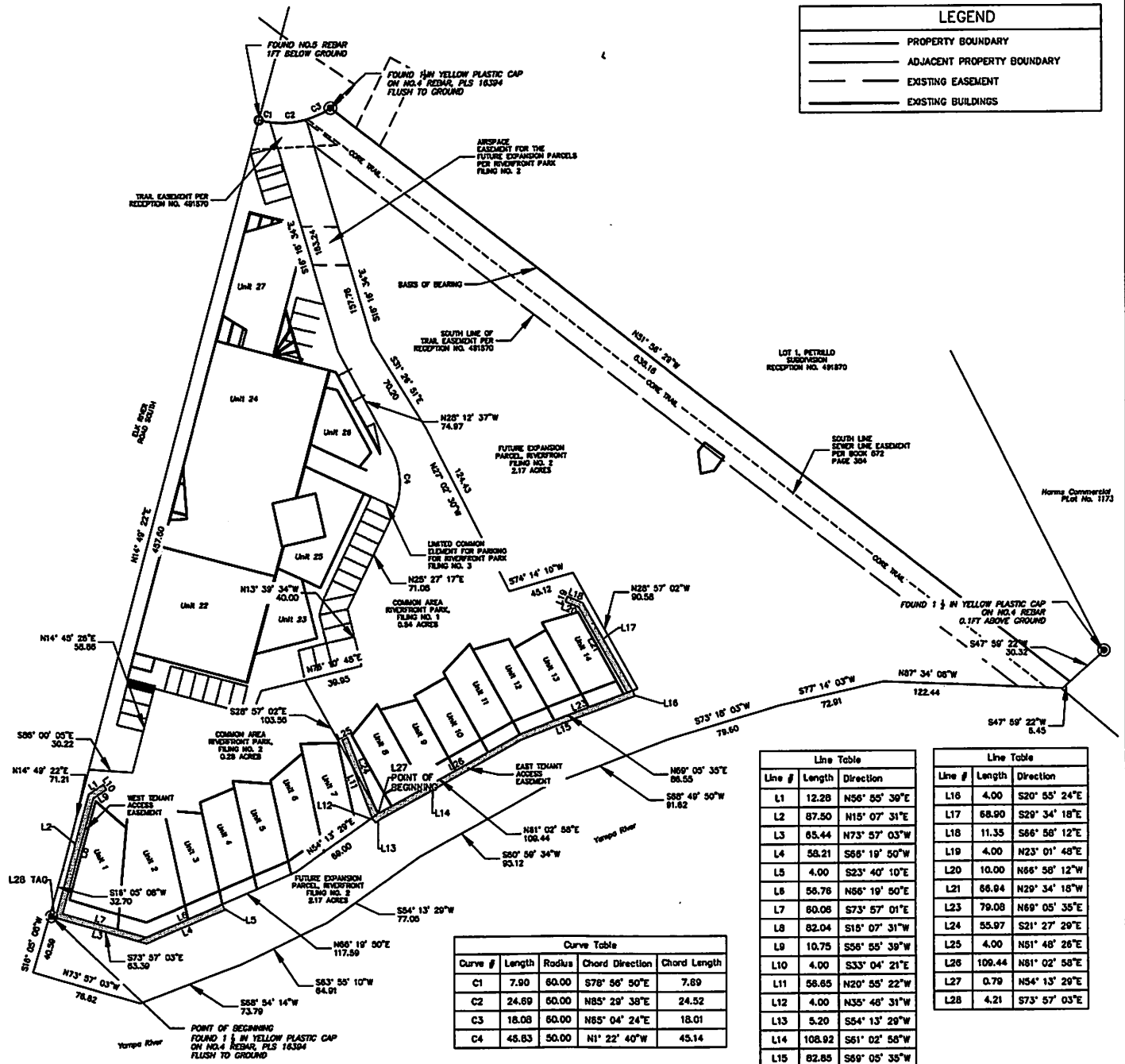
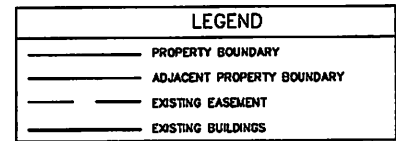
WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 06/28/2026



**RIVERFRONT PARK, FILING NO. 1, 2, AND 3
LOCATED IN THE NW ¼ OF SECTION 7, TOWNSHIP 6 NORTH,
RANGE 84 WEST OF THE 6TH P.M., STEAMBOAT SPRINGS,
ROUTT COUNTY, COLORADO**



1
OF 1



Ph: 970-871-6772 · Fax: 970-879-8023 · P.O. Box 775966 · Steamboat Springs, Colorado 80477

Exhibit A

A legal description of a four foot wide tenant access easement within a part of the Common area of Riverfront Park, Filing No. 1, and within the Common Area and Future Expansion Parcel, Riverfront Park, Filing No. 2, located in the Northwest ¼ of Section 7, Township 6 North, Range 84 West of the 6th P.M., City of Steamboat Springs, Routt County, Colorado

A tenant access easement within a part of the Common area of Riverfront Park, Filing No. 1, filed at File No. 13794 and recorded at Reception No. 667896 of the Routt County real property records and within the Common Area and Future Expansion Parcel, Riverfront Park, Filing No. 2, according to the Plat and Map of Riverfront Park, Filing No. 2, filed at File No. 13860 and recorded at Reception No. 675351 of the Routt County real property records more particularly described as follows;

West Tenant Access

Beginning at a point on the north line of the flag portion of the Future Expansion Parcel, Riverfront Filing No. 2 from which the northwest corner the Future Expansion Parcel bears N 73°57'03" W, 4.72 feet;
Thence N 15°07'31" E, 87.50 feet;
Thence N 56°55'39" E, 12.28 feet;
Thence S 33°04'21" E, 4.00 feet;
Thence S 56°55'39" W, 10.75 feet;
Thence S 15°07'31" W, 82.04 feet to a point of intersection with the north line of the Future Expansion Parcel;
Thence along the north line of the Future Expansion Parcel S 73°57'01" E, 60.06 feet;
Thence continuing along the north line of the Future Expansion Parcel, N 66°19'50" E, 56.76 feet;
Thence departing said north line S 23°40'10" E, 4.00 feet;
Thence S 66°19'50" W, 58.21 feet;
Thence N 73°57'03" W, 65.44 feet to the point of beginning, said easement contains 866 square feet more or less.

East Tenant Access

Beginning at the southwest corner of the Common Area of Riverfront Park Filing No. 1 common as a point on the north line of the Future Expansion Parcel, Riverfront Filing No. 2;

Thence along the north line of future expansion parcel Riverfront Park Filing No. 2 the following two courses.

N 61°02'58" E, 109.44 feet;
N 69°05'35" E, 79.08 feet;
Thence departing said north line N 29°34'18" W, 66.94 feet;
Thence N 66°58'12" W, 10.00 feet;
Thence N 23°01'48" E, 4.00 feet;
Thence S 66°58'12" E, 11.35 feet;
Thence S 29°34'18" E, 68.90 feet;

Thence S 20°55'24" E, 4.00 feet;
Thence S 69°05'35" W, 82.85 feet;
Thence S 61°02'58" W, 108.92 feet;
Thence S 54°13'29" W, 5.20 feet;
Thence N 35°46'31" W, 4.00 feet to a point of intersection with north line of the Future Expansion Parcel;
Thence N 20°55'22" W, 56.65 feet;
Thence N 61°48'26" E, 4.00 feet;
Thence S 21°27'29" E, 55.97 feet to a point of intersection with north line of the Future Expansion Parcel;
Thence N 54°13'29" E, 0.79 feet to the point of beginning, said easement contains 1,341 square feet more or less.

Basis of Bearing: N 51°56'29" W, 638.16 feet along the northeast line of the Future Expansion Parcel, Riverfront Park Filing No. 2

Legal descriptions completed by Walter N. Magill, PLS 38024, a Colorado Licensed Land Surveyor for an on behalf of Four Points Surveying and Engineering