

## GRANT OF TENANT ACCESS EASEMENT (EXTENSION)

**Date:** October 16, 2025

**Grantor:** Kruse Builders, LLC, a Colorado limited liability company ("Grantor")

**Benefitted Property / Grantees:** The record owners, from time to time, of the units identified below (collectively, the "Benefitted Units"), together with their successors and assigns:

**Units 1 through 14, RIVERFRONT PARK, FILING NO. 1**, according to the Plat recorded June 13, 2008 at File No. 13794 and Reception No. 667896, 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

**Unit 3, 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.

**Burdened Property:** A portion of the Common Area and Future Expansion Parcel within Riverfront Park, Filings 1 and 2, as legally described in Exhibit A and depicted for reference on Exhibit B (collectively, the "Easement Area").

### RECITALS

A. Grantor is the fee owner of certain real property in the City of Steamboat Springs, Routt County, Colorado, including the Common Area and Future Expansion Parcel within Riverfront Park, Filings 1 and 2 (the "Property").

B. Grantor previously granted a sidewalk/access easement benefitting certain units along the rear of the existing buildings within Riverfront Park, recorded at **Reception No. 858019** in the records of the Clerk and Recorder of Routt County, Colorado. The parties intend by this instrument to **extend and continue** that easement so that it **benefits all Benefitted Units along the same continuous stretch**, on substantially the same terms and conditions.

C. Grantor desires to grant, and the Benefitted Units shall enjoy, a perpetual easement over, across, and along the Easement Area for the purposes stated herein.

### EASEMENT GRANT: PURPOSE

1. **Grant.** Grantor hereby **grants, conveys, and warrants** to the Grantees, and their successors and assigns forever, a **perpetual and exclusive tenant access and sidewalk easement** over, across, upon, and along the Easement Area (the "**Tenant Access Easement**"), as legally described on Exhibit A and depicted on Exhibit B, for the construction, reconstruction, use, operation, inspection, maintenance, repair, replacement, snow and ice removal, and improvement of a sidewalk and related appurtenances, together with all rights reasonably necessary or convenient for pedestrian access to and egress from the Benefitted Units and uses incidental thereto.

2. **Appurtenance; Running with the Land.** The Tenant Access Easement is **appurtenant** to the Benefitted Units, **runs with the land**, and shall inure to the benefit of and bind the respective successors and assigns of the Grantor and all present and future owners of the Benefitted Units.

3. **Non-Interference.** Grantor shall not construct, place, or permit any improvement or obstruction within the Easement Area that **unreasonably interferes** with Grantees' rights hereunder. Grantor retains the right to use the Easement Area in any manner not inconsistent with this grant.

**MAINTENANCE; COSTS; INDEMNITY**

4. **Maintenance & Snow Removal.** The maintenance, repair, replacement, and snow and ice removal for the Tenant Access Easement and any improvements installed therein for the benefit of the Benefitted Units shall be at the **sole cost and responsibility of the Grantees**, as allocated among the Benefitted Units by agreement or by their governing instruments. Grantor shall have no obligation to maintain the Easement Area or improvements unless expressly agreed in writing.

5. **Indemnification.** To the extent permitted by applicable law, Grantees shall **indemnify, defend, and hold harmless** Grantor from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the construction, maintenance, or use of the Tenant Access Easement by Grantees, except to the extent caused by the **negligence or willful misconduct** of Grantor.

**GENERAL PROVISIONS**

6. **Acceptance Without Signature.** This grant shall be **effective upon execution and recording by Grantor**. No signature of any Grantee is required for acceptance or to create the appurtenant easement. The **use** of the Easement Area by any Benefitted Unit shall constitute conclusive acceptance.

7. **As-Is; Title.** The Easement Area is granted **as-is**. Grantor represents that it holds fee title to the Easement Area and that this grant will be recorded against the Property.

8. **Notices.** All notices, demands, or requests required or permitted under this Easement shall be **in writing**, whether delivered physically or by digital means, and shall be deemed given upon confirmed delivery to the intended recipient. Electronic delivery shall be effective when receipt is acknowledged or otherwise verifiable by standard transmission records.

9. **No Merger.** No unity of title between the Easement Area and any Benefitted Unit shall cause a merger of this Easement unless a written instrument expressly so states and is recorded.

10. **Severability.** If any provision is held invalid, the remainder shall not be affected.

11. **Entire Agreement; Modifications.** This instrument constitutes the entire agreement concerning the Tenant Access Easement and may be modified only by a **recorded** instrument executed by Grantor and, if applicable, the association or all owners of the Benefitted Units whose rights would be materially affected.

12. **Successors and Assigns.** Binding upon and inuring to the benefit of Grantor and all present and future owners of the Benefitted Units.

**GRANTOR:**  
**Kruse Builders, LLC**, a Colorado limited liability company

Signature: *Jake Kruse*

By: *Jake Kruse*

Title: *Owner*

**STATE OF COLORADO**  
**COUNTY OF ROUTT**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2025, by *Jake Kruse*, as *Owner* of **Kruse Builders, LLC**, a Colorado limited liability company.

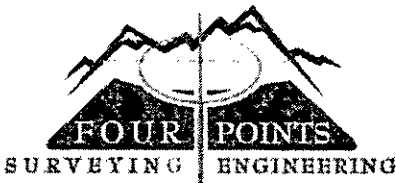
Witness my hand and official seal.

*Maria Dayren Santiago*



Notary Public

My commission expires: *5/28/2028*



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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 the Future Expansion Parcel, Riverfront Park, Filing No. 2, located in the Northwest  $\frac{1}{4}$  of Section 7, Township 6 North, Range 84 West of the 6<sup>th</sup> P.M., City of Steamboat Springs, Routt County, Colorado**

A tenant access easement 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 south line of Unit 3 Riverfront Park Filing No. 2 from which the northwest corner the Future Expansion Parcel behind Unit 1 bears S 82°46'13" W, 143.14 feet;  
Thence N 66°19'50" E, 29.06 feet;  
Thence N 54°13'29" E, 63.56 feet;  
Thence S 35°46'31" E, 4.00 feet;  
Thence S 54°13'29" W, 63.88 feet;  
Thence S 66°19'50" W, 29.59 feet;  
Thence N 23°40'10" W, 4.00 feet to point of intersection with the south line of Unit 3 and the point of beginning, said easement contains 372 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

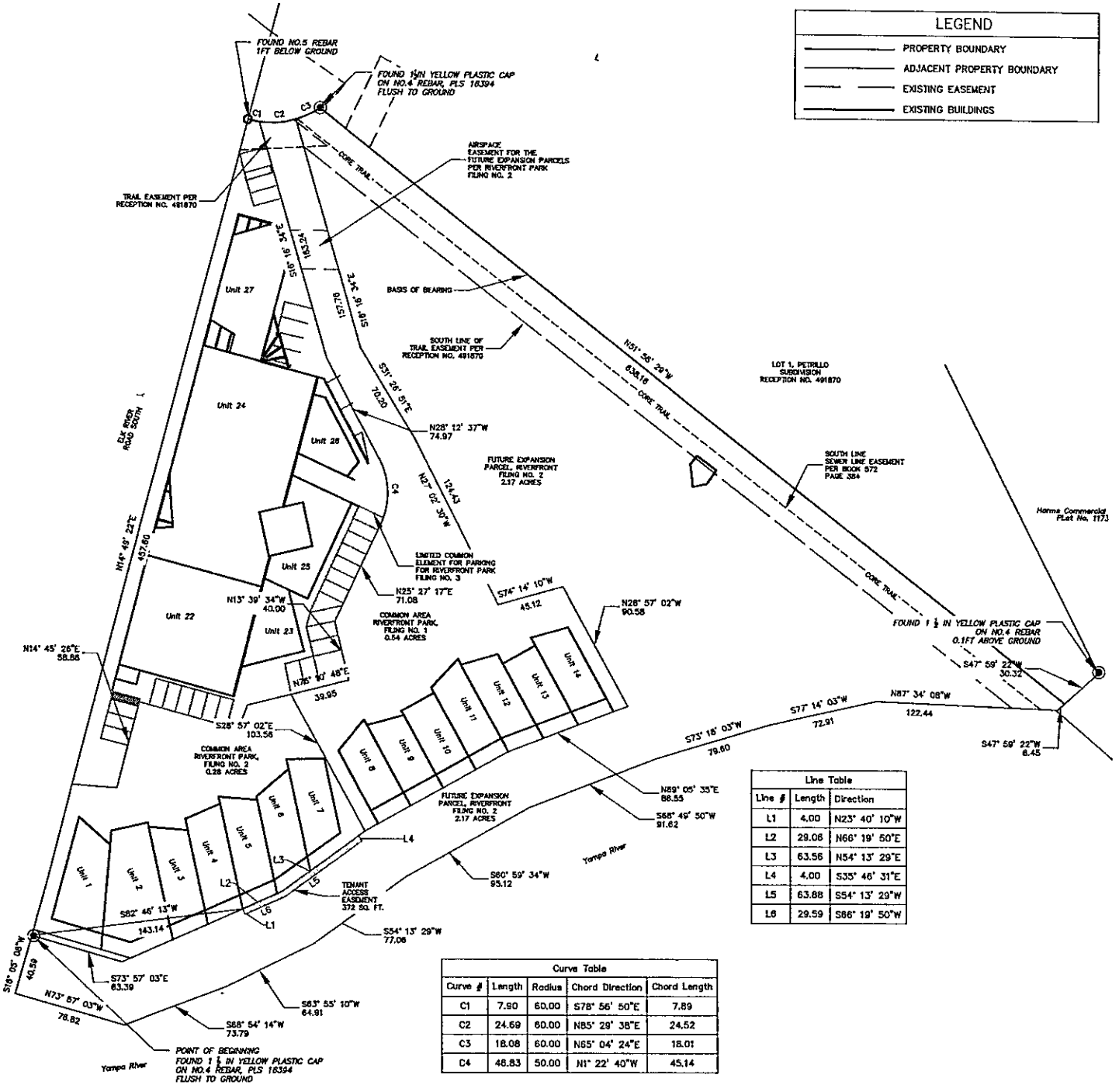
Legal descriptions completed by Walter N. Magill, PLS 38024, a Colorado Licensed Land Surveyor for an on behalf of Four Points Surveying and Engineering

# TENANT ACCESS EASEMENT 2

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



LEGEND	
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	EXISTING BUILDINGS



Line Table		
Line #	Length	Direction
L1	4.00	N25° 40' 10"W
L2	29.08	N66° 19' 50"E
L3	63.56	N54° 13' 29"E
L4	4.00	S35° 46' 31"E
L5	63.88	S54° 13' 29"W
L6	29.59	S66° 19' 50"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	7.90	60.00	S78° 56' 50"E	7.89
C2	24.69	60.00	N85° 29' 38"E	24.52
C3	18.08	60.00	N85° 04' 24"E	18.01
C4	48.83	50.00	N1° 22' 40"W	45.14

**RIVERFRONT PARK  
 FILING NOS. 1, 2, AND 3**

DATE: 10-14-2025  
 JOB NO. 2349-001

Horizontal Scale  
 1" = 100'

**Four Points  
 Surveying and Engineering**



SHEET NO.  
 1  
 OF 1