

SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT is entered into this 30th day of May, 2007, between The Homestead in Grand Junction Homeowners Association, Inc., a Colorado nonprofit corporation (hereinafter "Homestead"), whose address is 2461 F $\frac{1}{4}$ Road, #1022, Grand Junction CO 81505; and Sundance Village, LLC, a Colorado Limited Liability company and Sundance Village Condominium Association, Inc., a Colorado nonprofit association, or any future entity or association that may be formed possessing control of the property known as Sundance Village which is the subject matter of the easement, whose address is 8400 East Prentice Avenue, Suite 1500, Greenwood Village CO 80111 (hereinafter "Sundance").

RECITALS:

WHEREAS, Homestead is the owner of property located at 2461 F $\frac{1}{4}$ Road, Grand Junction, Colorado. Sundance is the owner of property located east of Homestead's property and located at 2462 F $\frac{1}{4}$ Road, Grand Junction, Colorado; and

WHEREAS, Homestead anticipated the original developer would develop the entire parcel wherein the development would be subject to one homeowners association; however, the original developer only developed a portion of the parcel. Due to circumstances immaterial to this agreement, the developer sold the undeveloped property, which has subsequently been acquired by Sundance; and

WHEREAS, Sundance has placed sidewalks on its property that connect to certain sidewalks and property owned by Homestead, making the sidewalks subject to separate homeowners associations; and

WHEREAS, Sundance wishes to acquire rights for access and usage of certain common sidewalks between buildings 5, 6 & 9, owned by Homestead; and

WHEREAS, Homestead wishes to acquire rights for access and usage of certain common sidewalks between buildings 5, 6 & 9, owned by Sundance.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. The parties recognize certain sidewalk encroachments exist between the two developments. Attached hereto as Exhibit "A" submitted by Homestead and incorporated herein by reference, is a map of the property, including the buildings and sidewalks at issue. The parties hereby grant and convey to the other the following easements:
 - (a) Homestead shall enjoy a non-exclusive, perpetual easement for use of the common sidewalks between buildings 5, 6 & 9, which are x-lined on Exhibit "A".
 - (b) Sundance shall enjoy a non-exclusive, perpetual easement for use of the common sidewalks between buildings 5, 6 & 9, marked by straight lines on Exhibit "A".
2. Homestead shall be solely responsible for the maintenance of its sidewalks including, but not limited to, the removal of ice or snow, on any portion of the connected sidewalks marked by straight lines on Exhibit "A".
3. Sundance shall be solely responsible for the maintenance of its sidewalks including, but not limited to, the removal of ice or snow, on any portion of the connected sidewalks marked by x-lines on Exhibit "A".

RECEPTION #: 2385795, BK 4447 PG 883 08/14/2007 at
12:12:34 PM, 1 OF 6, R \$30.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich, Mesa County, CO CLERK AND RECORDER

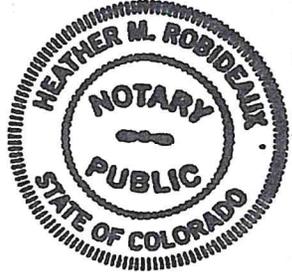
4. It agreed that both entities Homestead and Sundance Village will attempt to contract with the same landscape contractor for services on both properties. This will assure both properties to be well maintained and cared for by the same landscape maintenance contractor.
5. Sundance and Homestead, will be solely responsible for any damage caused to any person, entity or property on Homestead and Sundance's sidewalks including, but not limited to, damage to surrounding landscaping, caused by members, owners, residents, invitees, or employees of Sundance and Homestead. Limits for any damages, lawsuits, and any legal action shall be set and governed by the Insurance Commissioner of the State of Colorado.
6. The use of all sidewalks owned by Homestead by Sundance's members, owners, residents, invitees, shall be in accordance with Homestead's governing Covenants, and Rules and Regulations. Violation of said Covenants, Rules and Regulations by any member, owner, resident, invitee or employee of Sundance, Homestead may give written notice at the address set forth above or at such address as may be provided to Homestead at a later date, and unless the violation shall be removed or corrected within 24 hours, the violating party shall pay liquidated damages to Homestead in the amount of \$100.00 for each violation for which written notice is given. Injunctive relief shall also be available in the event of violations or threatened violations of this Agreement.
7. The use of all sidewalks owned by Sundance by Homestead's members, owners, residents, invitees, shall be in accordance with Sundance's governing Covenants, and Rules and Regulations. Violation of said Covenants, Rules and Regulations by any member, owner, resident, invitee or employee of Homestead, Sundance may give written notice at the address set forth above or at such address as may be provided to Sundance at a later date, and unless the violation shall be removed or corrected within 24 hours, the violating party shall pay liquidated damages to Sundance in the amount of \$100.00 for each violation for which written notice is given. Injunctive relief shall also be available in the event of violations or threatened violations of this Agreement.
8. In the concept of good neighbors;
 - (a) Sundance shall enjoy a non-exclusive, perpetual parking easement for the three (3) parking spaces located directly in front of Building #9.
 - (b) This Easement shall include the frontage of building #9, also known as 2462 Thunder Mountain Drive. Included is the area south of the sidewalk to the curb and the area noted by the property boundary at the East end of the described frontage extending West towards the corner of the common sidewalk between Homestead and Sundance.
 - (c) In the interest of Homestead, Sundance Village LLC, will provide an easement granting parking and access for the three(3) parking spaces located at the South-East corner of the garage that services Building # 7 at Homestead. Sundance will install signage indicating such.
9. Sundance will install landscaping in the location described in section b, paragraph 8, which is on the South curb and frontage of 2462 Thunder Mountain Drive, also known as Building #9, according to the original landscape design submitted to the City of Grand Junction, including sod and trees and shall provide mowing services. Sundance will also provide irrigation for this described landscaping.
10. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations of modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

STATE OF COLORADO)
) ss.
COUNTY OF ~~MESA~~)

Douglas

The foregoing instrument was acknowledged before me this 5th day of June, 2007, by the Sundance Village Condominium Association, Inc. by William D Crebe, the President

WITNESS my hand and official seal
My commission expires: August 11, 2008



Heather M. Robideaux
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 30 day of MAY, 2007, by Sundance Village, LLC, by _____

WITNESS my hand and official seal
My commission expires:

Candice J. Cook
Notary Public