

**PERPETUAL LANDSCAPE  
EASEMENT AGREEMENT**

THIS PERPETUAL LANDSCAPE EASEMENT AGREEMENT, ("Agreement") is made effective the 1<sup>st</sup> day of March, 2010, by and between COLORADO STATE EMPLOYEES CREDIT UNION, a Colorado nonprofit corporation, whose address is P.O. Box 18655, Denver, Colorado, 80218-0655 ("Grantor") and WESTERN HOSPITALITY, LLC, a Colorado limited liability company, whose address is 205 Main Street, Grand Junction, Colorado 81501 ("Grantee").

RECITAL:

Grantor is the owner of certain land in Mesa County, Colorado, described in **Exhibit A**, attached hereto and incorporated herein. Grantee is the owner of certain land in Mesa County, Colorado, lying north and east of Grantor's land. Grantee wishes to obtain an easement across a portion of Grantor's land for the purposes described below. The location and description of such easement is depicted on **Exhibit B**, attached hereto and incorporated herein.

In consideration of the mutual obligations, promises, representations and covenants set forth herein, the parties hereto agree as follows:

1. Conveyance.

a. Grantor, in exchange for a perpetual access easement from Grantee, and other good and valuable consideration, paid to Grantor by Grantee, the receipt and sufficiency of which is acknowledged, hereby conveys to Grantee a perpetual nonexclusive landscape easement over and across an area ten (10) feet wide and seventeen and 53/100 (17.53) feet long located in the Northeast corner of Grantor's property, as more particularly described and depicted in **Exhibit B**, for the express purposes and uses described in Section 2 of this Agreement, which easement shall be referred to herein as the "Easement."

b. The property burdened by the Easement is described in **Exhibit A** (the "Burdened Parcel").

c. The property benefitted by the Easement is the parcel owned by Grantee described in **Exhibit C** (the "Benefitted Parcel").

d. The covenants granted herein shall run with the land.

2. Purposes of Easement. Grantee shall use the Easement for landscaping purposes related to its use of the Benefitted Parcel. Grantee shall be solely responsible for the construction, installation, repair, and maintenance of the Easement for Grantee's use.

3. Grantor's Use. Grantor shall have full use and enjoyment of the Easement in any manner that does not interfere with Grantee's use of the Easement. Grantor will not undertake any



activities that would result in damage to the Easement. Any damages resulting from any act taken or as a result of negligence by Grantor shall be repaired at the sole expense of Grantor.

4. Indemnification. Grantee shall indemnify and hold Grantor, and their insurers and lenders, harmless from and for any and all damages, injuries, claims, suits, demands, actions, losses, expenses (including attorney fees), costs, judgments and liabilities of any kind and nature, arising from or related in any manner to its use of the Easement.

5. Applicable Law and Venue. The validity, construction, interpretation, and enforceability of this Agreement, the capacity of the parties hereto, and any dispute related thereto shall be determined and governed by the laws of the State of Colorado, regardless of Colorado's choice of law rules. Venue shall be proper only in Mesa County, Colorado for any litigation by either party under this Agreement.

6. Waiver. The waiver by either party of a breach of any term of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach. A delay in enforcing any right created by this Agreement shall not operate as a waiver.

7. Entire Agreement. This Agreement, when executed by the signatories hereto, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, negotiations, and discussions related thereto. No waiver or modification shall be effective unless executed in writing by the parties hereto.

8. Miscellaneous.

a. This Agreement shall be recorded with the Mesa County Clerk and Recorder's office at the expense of Grantee.

b. This Agreement may be signed in one or more identical counterparts, and all such counterparts, when taken together, will be deemed to constitute the original of this Declaration. Facsimile or electronic signatures are binding and shall be given full effect.

9. Successors. This Agreement and the benefits and burdens of the Easement shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their respective successors and assigns.

10. Costs and Attorney Fees. Should any party to this Agreement be required to take steps to enforce the terms of this Agreement, the non-defaulting party shall be reimbursed for all costs incurred in enforcing the terms of this Agreement, including reasonable attorney fees.





The foregoing instrument was acknowledged before me this 8 day of September 2010 by Kevin Reimer, a Member of Western Hospitality, LLC.

Witness my hand and official seal.  
My commission expires: 9/8/2010

Tracy Burch  
Notary Public



**My Commission Expires 09/08/2010**

EXHIBIT A  
(Burdened Parcel)

Lots 1 through 6, inclusive, and Lots 26 through 32, inclusive, and the West 24 feet 10 inches of Lot 25, Block 101, City of Grand Junction, Mesa County, Colorado and that portion of vacated 2<sup>nd</sup> Street on West and Alley as per Ordinance Number 2379, Described in Book 1687, Page 614 of the Mesa County Records, Mesa County, Colorado, and that portion of vacated alley as per Ordinance Number 4425, described in Book 5027, Pages 268-270, of the Mesa County Records, Mesa County, Colorado.

EXHIBIT B

*[drawing/depiction of easement]*

EXHIBIT C  
(Benefitted Parcel)

Lots 17 through 23, inclusive, and Lots 7 through 12, inclusive, Block 101, City of Grand Junction, Mesa County, Colorado and that portion of vacated alley as per Ordinance Number 4425, described in Book 5027, Pages 268-270, of the Mesa County Records, Mesa County, Colorado.



EXHIBIT J

EASEMENT DESCRIPTION

A perpetual landscape easement in the SW ¼ of Section 14, Township One South, Range One West of the Ute Meridian, in the City of Grand Junction, County of Mesa, State of Colorado; said easement being more particularly described as follows:

Commencing at the northwest corner of Lot 24, Block 101, City of Grand Junction, Thence along the north line of Lot 25, N89°55'59"W a distance of 0.17' to a point, said point being the Point of Beginning; Thence continuing along the north line of Lot 25, N89°55'59"W a distance of 17.37' to a point; Thence N0°04'01"W a distance of 10.00' to a point on the centerline of the vacated alleyway; Thence along said centerline S89°55'59"E a distance of 17.37' to a point; Thence S0°04'01"W a distance of 10.00' to the Point of Beginning, said parcel containing 173.70 square feet as described herein and as depicted on Exhibit J attached hereto and incorporated herein by reference.



This description was prepared by:  
James E. Langford  
Colorado P.L.S. 14847  
529 25 ½ Road, Suite B210  
Grand Junction, Colorado

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.





