



RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is executed this 17 day of July, 2002 by and between Corevet Investment Group, LLC, a Colorado limited liability company ("Corevet") and Dorman Properties, LLC, a Colorado limited liability company ("Dorman").

RECITALS

WHEREAS, Corevet is the current owner of the property described as **LOT 1, POWERS CENTRE FILING NO. 2, EL PASO COUNTY, COLORADO** ("Corevet Property").

WHEREAS, Dorman is the current owner of the property described as **LOT 5, POWERS PLAZA, EL PASO COUNTY, COLORADO** ("Dorman Property").

WHEREAS, Corevet plans to construct a free standing retail store ("Store") with drive through facilities on a portion of the Corevet Property and is in need of an ingress and egress easement over a portion of the Dorman Property to provide adequate access to and from the Store.

WHEREAS, Dorman is desirous of obtaining additional parking for the Dorman Property.

WHEREAS, subject to the express terms and provisions of this Agreement, the parties desire to (i) create a perpetual non-exclusive ingress and egress easement over and across certain portions of the Dorman Property which will benefit the owners of the Corevet Property; (ii) create a perpetual non-exclusive parking easement over and across certain portions of the Corevet Property that will benefit the owners of the Dorman Property and (iii) impose certain obligations with respect to the granted easements as provided herein.

NOW, THEREFORE, for valuable consideration given and received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

Creation and Use of Easements.

1.1 Incorporation. The Recitals set forth above are hereby incorporated herein as if fully set forth in this Article.

1.2 Grant of Access Easement. Dorman does hereby sell, convey, grant, assign and transfer unto Corevet, Corevet's agents, guests, invitees, licensees, successors and assigns, and all future owners of the Corevet Property an eighteen (18) foot wide non-exclusive perpetual ingress and egress easement over and across the northerly eighteen (18) feet of the Dorman Property depicted and illustrated on the site plan attached hereto as Exhibit A ("Site Plan") and defined thereon as the "Access Easement Area".

1.3 Grant of Parking Easement. Corevet does hereby sell, convey, grant, assign and transfer unto Dorman, Dorman's agents, guests, invitees, licensees, successors and assigns, and all future owners of the Dorman Property a non-exclusive easement for the accommodation of motor vehicle parking, over,

on and across that portion of the Corevet Property depicted and illustrated on the Site Plan and defined therein as the "Parking Easement Area" within which ^{(24) parking spaces are to remain available} a minimum of twenty-four (24) parking spaces are allocated for use by the Dorman Property in order to satisfy any parking requirements which may be imposed by the City of Colorado Springs on the Dorman Property.

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1.4 Excluded Area and Future Development Area. Dorman agrees that Dorman, Dorman's agents, guests, invitees, licensees, successors and assigns shall have no parking easement rights in, over or on the area depicted and defined on the Site Plan as the "Excluded Area". Additionally, Dorman acknowledges that a portion of the Parking Easement Area defined on the Site Plan as "Future Development Area" is slated for the future development of an approximately 6,400 square foot building. At such time that Corevet develops the Future Development Area, the Parking Easement Area shall be automatically, without notice or further action, amended to exclude the Future Development Area. Corevet agrees that no free standing restaurant will be built within the Excluded Area without having the express written consent of Dorman.

1.5 No Barriers or Impediments. Corevet shall use the Access Easement Area and Dorman shall use the Parking Easement Area in compliance with all applicable laws and regulations. Neither party shall construct, erect or install any fences, barriers, impediments, gates or other improvements ("Impediments") within the Access Easement Area or the Parking Easement Area (other than development within the Future Development Area as specified in Section 1.4 above) which would impede the use of the Access Easement Area and free flow of traffic to the Store or materially limit, restrict or reduce the number of motor vehicle parking spaces available within the Parking Easement Area. Notwithstanding the foregoing, Corevet shall be allowed to reconfigure the Parking Easement Area (to include development within the Future Development Area).. Either party shall have the right to remove any Impediments from the Access Easement Area and/or the Parking Easement Area, and neither party shall have any liability to the other party for any damage caused to such Impediment. If a party has caused or allowed an Impediment to be constructed, erected, installed or maintained in either the Access Easement Area or the Parking Easement Area, such party shall bear the costs of the removal of such Impediment.

ARTICLE II
Maintenance and Repair

2.1 Maintenance and Repair. Corevet agrees to exercise all ordinary and reasonable care in its use of the Access Easement and Dorman agrees to exercise all ordinary and reasonable care in its use of the Parking Easement Area. Corevet agrees to separately maintain and repair the Parking Easement Area and the Access Easement in order to maintain such easements in a good, driveable and useable condition. Such maintenance and repair shall include, without limitation, snow removal, resealing, resurfacing and re-striping.

2.2 Indemnity. Each owner shall indemnify, defend and hold the other owner harmless from and against any and all claims, expenses, liabilities, loss, damage and costs, including reasonable attorneys' fees, and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the indemnifying party's breach of this Agreement.

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Doc \$0.00 Page
Rec \$40.00 2 of 8

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2.3 Mechanics' Liens. Nothing contained herein shall authorize any party, or any person or entity acting through, with, or on behalf of such parties, to subject another party's property, or any portion thereof, to mechanics liens. If any such lien shall be filed against another party's parcel the party causing such lien shall cause the lien to be discharged. In the event that the enforcement of such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the party charged with causing the lien, then the party whose property is subject to the lien, at its option, and at the reasonable cost and expense of the other party, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which such party deems reasonably necessary to defend its property from and against such lien.

ARTICLE III
Default; Right to Cure; Liens

3.1 Default; Right to Cure. If any party defaults in the performance of any of its obligations under this Agreement, including but not limited to the obligation to maintain and repair the Access Easement Area and Parking Easement Area as provided in paragraph 2.1 above, any nondefaulting party shall have the right, but not the obligation, upon fifteen (15) days written notice, to cure such default for the account of and at the expense of the defaulting party; provided, however, that in the event of emergency conditions constituting default, the nondefaulting party acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the non-defaulting party will take in order to cure the default, including but not limited to, entering upon the parcel of the defaulting party to cure such default.

3.2 Legal and Equitable Relief. Any party shall have the right to prosecute any proceedings at law or in equity against any other party, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, in order to prevent the violating or defaulting party, or any such person, from violating or attempting to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this Paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining order, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default.

3.3 Costs of Cure. All costs and expenses reasonably incurred by the non-defaulting party to cure a default of a defaulting party under this Agreement, together with interest thereon at the rate of 18% per annum and all costs and expenses of any proceedings at law or in equity, including reasonable attorney's fees awarded by order of the court, shall be assessed against and be immediately due and payable by the defaulting or violating party.

3.4 Lien. Costs and expenses accruing and/or assessed pursuant to this Agreement shall constitute a lien against the defaulting party's property. The lien shall attach and take effect upon recordation of a claim of lien in the office of the El Paso County Recorder by the party making the claim. The claim of lien shall include (i) the name of the lien claimant; (ii) a statement concerning the basis for

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the claim of lien and identifying the lien claimant; (iii) an identification of the owner of the parcel or interest therein against which the lien is claimed; (iv) a description of the parcel against which the lien is claimed; (v) a description of the work performed or action taken which has given rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Agreement. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, by personal service or mailing to the address given for the mailing of tax statements in the El Paso County Assessor's Office for the parcel or interest against which the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Colorado.

3.5 Waiver and Remedies Cumulative. No waiver by a party of any default under this Agreement shall be effective or binding on such party unless made in writing and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall effect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provisions contained in this Agreement. All of the remedies permitted or available to the parties under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

ARTICLE IV
Miscellaneous

4.1 Run with the Land. The provisions of this Agreement shall run with the Corevet Property and the Dorman Property and shall inure to the benefit of and be binding upon the owners, tenants, lessees thereof and their successors in interest and assigns, including their grantees, sublessees and assigns and all persons or entities claiming through them.

4.2 Amendment and Termination. This Agreement is perpetual and may only be amended or terminated by recordation of a written instrument in the official real property records of El Paso County, Colorado, executed by the owners of the Corevet Property and the Dorman Property.

4.3 Default; Attorneys' Fees. The failure of any party to this Agreement to comply with its responsibilities or obligations herein shall entitle the non-defaulting party to pursue any and all appropriate legal recourse, including the rights of injunction, damages, specific performance or any or all of the above. Should any party institute legal action or proceeding for the enforcement of the any responsibilities or obligations herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in the preparation and prosecution of such action or proceeding

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of July, 2002, by S. Todd Dorman, Manager of Dorman Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

J. Patrick Kelly	El Paso Cty, CO	202120606
07/25/2002	09:12	
Doc	\$0.00	Page
Rec	\$40.00	6 of 8

EXHIBIT A

SITE PLAN

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7 of 8



**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT**

This First Amendment to Reciprocal Easement Agreement ("First Amendment") is executed this 28th day of August, 2002 by and between Corevet Investment Group, LLC, a Colorado limited liability company ("Corevet") and Dorman Properties, LLC, a Colorado limited liability company ("Dorman").

RECITALS

WHEREAS, Corevet and Dorman entered into that certain Reciprocal Easement Agreement dated July 17, 2002, and recorded on July 25, 2002, under reception number 202120606 ("Easement Agreement").

WHEREAS, the parties desire to amend the Easement Agreement as it relates to the number of parking spaces referenced in the grant of the parking easement in favor of the Dorman Property.

NOW, THEREFORE, for valuable consideration given and received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree to amend the Easement Agreement as follows:

Section 1.3 Grant of Parking Easement of the Easement Agreement is hereby amended in its entirety to read as follows:

1.3 Grant of Parking Easement. Corevet does hereby sell, convey, grant, assign and transfer unto Dorman, Dorman's agents, guests, invitees, licensees, successors and assigns, and all future owners of the Dorman Property a non-exclusive easement for the accommodation of motor vehicle parking, over, on and across that portion of the Corevet Property depicted and illustrated on the Site Plan and defined therein as the "Parking Easement Area" within which thirty (30) parking spaces are to remain available for use by the Dorman Property in order to satisfy any parking requirements which may be imposed by the City of Colorado Springs and/or El Paso County on the Dorman Property.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

Corevet Investment Group, LLC

By: [Signature]
John P. Egan, Manager

Dorman Properties, LLC

By: [Signature]
S. Todd Dorman, Manager

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STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by John P. Egan, Manager of Corevet Investment Group, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/3/06

Angela R. Brambila
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 28th day of August, 2002, by S. Todd Dorman, Manager of Dorman Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11-1-03

IRENE BERNER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-01-2003

Irene Berner
Notary Public