

AMENDED AND RESTATED RECIPROCAL PARKING EASEMENT

This **AMENDED AND RESTATED RECIPROCAL PARKING EASEMENT** is entered into on this 16th day of December, 2007 by and between the **Stuart Professional Park Condominium Association** (the "Office Park"), a Colorado non-profit corporation, and **RCS Building Corporation, Inc.**, ("RCS"). The Office Park and RCS are sometimes referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, RCS holds title to that certain property legally described as set forth on the attached Exhibit A, and known by street and address as 1800 Lemay Avenue ("School Property"); and

WHEREAS, the Office Park is the unit owners' association for the condominium development known as the Stuart Professional Park, a condominium, in accordance with the recorded plats and declaration of covenants thereof, as more fully described on Exhibit B ("Office Condos"); and, in such capacity, holds, owns and administers for the benefit of the unit owners all parking associated with or granted for the benefit of the Office Condos; and

WHEREAS, the Office Park and RCS are the successors in title and interest to and in that certain "Original Cross-Parking Easement" as hereinafter defined, by which RCS and the Office Park, and each of them, enjoy certain limited non-exclusive easement rights for parking upon the lands of the other; and

WHEREAS, in view of the passage of time, a change of use of the School Property from that contemplated by the Original Cross-Parking Easement, the need for clarity and predictability, and in consideration of better meeting their own needs and the mutual needs of the users of their properties, RCS and the Office Park have determined to modify the easement rights from the grants specified in the Original Cross-Parking Agreement to the framework supplied here, and to memorialize their modified easement agreement within this instrument.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, RCS and the Office Park do hereby agree as follows:

1. Definitions.

- A. "Original Cross-Parking Easement" shall refer collectively to Reciprocal Easement evidenced by the following instruments recorded within the records of the Larimer County, Colorado, Clerk and Recorder: An instrument entitled "Reciprocal Easement Agreement" dated March 29, 1984 and recorded on or about September 14, 1984 at Book 2289, Pages 1549 to 1654; an instrument entitled "Ratification" dated September 14, 1984 and recorded on or about September 14, 1984 at Book 2289, Pages 1647 and 1648; and an instrument entitled "Supplement to Reciprocal Easement Agreement" dated November 18, 1987 and recorded on or about November 20, 1987 at Reception No. 87066040.
- B. "Office Park Parking Lot Area" shall mean and refer to the marked parking spaces located within the "Parking, Access, and Utility Easement(s)" reflected on the recorded plats of the Stuart Professional Park, Filing Nos. 1, 2 and 3. (Filing No. 1 appears within the records of the Larimer County, Colorado clerk and recorder at Reception No. 85032727; Filing No. 2 appears at Reception No. 87015438; and Filing No. 3 appears at Reception 87068571). The Office Park Parking Lot Area is depicted graphically on the attached Exhibit C.
- C. "School Parking Lot Area" shall mean and refer to the marked parking spaces, approximately 150 in number, associated with the School Property at 1800 Lemay Avenue, Fort Collins, Colorado. The School Parking Lot Area is depicted graphically on the attached Exhibit D.
- D. "Office Park's Cross-Easement" shall refer to the easement rights over and upon the School Parking Area granted to Office Park pursuant to this instrument for the benefit of users (owners, tenants, guests, invitees) of the Office Condos.
- E. "School's Cross-Easement" shall refer to the easement rights over and upon the Office Park Parking Areas granted to RCS pursuant to this instrument for the benefit of the users (students, teachers, staff, guests, and invitees) of the School Property.

- F. "Special Office Cross-Easement Parking Spaces" shall refer to the nineteen (19) parking spaces located at the north/north-east corner of the School Property depicted on the attached Exhibit D, for which the Office Park users will have time oriented privileged status under certain circumstances, defined herein.
- G. "Weekdays" shall refer to Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, from 6:00am through 6:00pm.
- H. "Evenings" shall refer to Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays from 6:01pm each evening through 5:59am the following morning.
- I. "Weekends" shall refer to Saturdays and Sundays without any time limitation.
- J. "Overall High School Use" shall refer to use of the School Property as a charter or other school facility in which more than 60% of the total student body are high school students enrolled in grades nine, ten, eleven and twelve (e.g., freshmen, sophomores, juniors, and seniors).

2. **Amendment and Restatement of Easement.** The easement rights created by and through the Original Cross-Parking Easement are hereby deleted, vacated, and withdrawn, and the easement rights granted and set out in this instrument are substituted in place of the original rights. It is the express intention of the Parties that this instrument be substituted in its entirety for the Original Cross-Parking Easement, such that the rights, liabilities, obligations, terms and conditions hereof stand in place of and supercede completely the original terms *in toto*. Notwithstanding the foregoing, in the event this Amended and Restated Reciprocal Easement shall at any time be deemed, adjudged or decreed by a Court of competent jurisdiction to be void, invalid, unenforceable, or inoperable, in whole or in any material part, and if such determination could potentially have the effect of leaving either RCS or the Office Park, or either of them or their successors, without easement rights upon the property of the other, then in such case the Original Cross-Parking Easement shall be deemed to continue in force and effect as if this instrument had never been executed or recorded, and an action may be maintained by either Party to

determine and enforce the easement rights or ascertain the location of easement areas in view of the build-out of the lots.

3. **Declaration of Office Park's Cross-Easement and Use Restriction (Weekdays Only)**: Subject to all existing easements, reservations, restrictions, covenants, agreements and encumbrances of record, and subject to the restrictions and limitations specified herein, RCS does hereby grant, create, declare and establish a perpetual, nonexclusive easement for ingress, egress, and parking on, in, over, across and upon the entirety of the School Parking Lot Area as herein defined and depicted on Exhibit D as "Access and Parking Easement." Pursuant to this declaration of easement, the Office Park, its member unit owners, as well as their respective lessees, successors, assigns, employees, customers, guests and invitees may utilize the School Parking Lot Area during all Weekdays, and only during Weekdays, in connection with the ownership and operation of the offices and facilities that make up the Office Condos. The easement rights granted by this paragraph shall be appurtenant to the Office Condos and shall run with the land.

4. **Declaration of School's Cross-Easement and Use Restriction (Evenings and Weekends Only)**: Subject to all existing easements, reservations, restrictions, covenants, agreements and encumbrances of record, and subject to the restrictions and limitations specified herein, the Office Park does hereby grant, create, declare and establish a perpetual, non-exclusive easement for ingress, egress, and parking on, in, over, across and upon the entirety of the Office Park Parking Lot Area as herein defined and depicted on Exhibit C. Pursuant to this declaration of easement, RCS, its lessee charter school, and its successors, assigns, employees, customers, teachers, students, guests and invitees may utilize the Office Park Parking Lot Area during Evenings and Weekends, and only during Evenings and Weekends, in connection with the ownership and operation of the School Property. The easement rights granted by this paragraph shall be appurtenant to the School Property and shall run with the land.

5. **Further Use Restriction For Special Office Cross-Easement Parking Spaces**. At any time the school facilities operated upon the School Property shall be transitioned to an Overall High School Use as defined hereinabove, then in such case the following additional use restriction shall apply: During any Overall High School Use, the "Special Office Cross-Easement Parking Spaces" as depicted by such reference on Exhibit D shall be deemed "reserved" for first use by Office

Park owners, lessees, employees, customers, guests and invitees only who arrive on Weekdays from 6:00am through 7:59am, and no teachers, students, faculty, staff, or other guests or invitees of the School Property will be permitted to park in such spaces during such hours. After 8:00am, the spaces shall no longer be restricted and shall be treated as general nonexclusive spaces for use by both School Property users and Office Condo users, as shall continue to be the case with the remainder of the School Parking Lot Area. During any period of Overall High School Use, the Office Park may, at its own sole cost and expense, cause the Special Office Cross-Easement Parking Spaces to be posted with signs not larger than 12" by 18" reading: "No teacher, student or other school parking in these spaces before 8:00am."

6. **Other Regulation of Easement Areas.** Any other restriction(s) on the use of the School's Cross Easement or the Office Park's Cross Easement shall be by mutual agreement of the Parties, and effective only upon being memorialized in a writing signed by RCS and the Office Park and which writing is acknowledged and ratified by both the RCS charter school lessee (and any RCS mortgagee) as well as a majority vote of the members of the Office Park.

7. **Maintenance.** RCS shall be solely responsible for maintenance of the School Parking Lot Area in good repair and useable condition at all times. The Office Park shall be solely responsible for maintenance of the Office Park Parking Area in good repair and useable condition at all times. For purposes of this section, "maintenance" shall mean taking such action as reasonably necessary and appropriate for the continued use of the easement areas, and shall include, by example and without limitation, the following: Repairs, replacements, resurfacing, painting, restriping, cleaning, sweeping, rebuilding, modification, improvement and other general maintenance.

8. **Snow Removal.** Each Party shall be responsible for arranging for, at its own expense, snow removal from the parking areas on its own property. RCS shall be responsible for arranging for snow removal as to accumulations at and upon the School Parking Area, and the Office Park shall be responsible for snow removal as to accumulations at and upon the Office Park Parking Area. For purposes of this Amended and Restated Reciprocal Parking Easement, RCS shall be deemed to have complied with its snow removal obligations if the same are performed in accordance with applicable state, local, and/or school district policies for snow removal from parking lots at school facilities. Likewise, the Office Park shall be deemed to

have complied with its snow removal obligations if the same are performed in accordance with applicable state, local and/or other applicable laws and regulations pertaining to snow removal at commercial business parking areas. In the event no regulations exist specifying standards for snow removal, then this instrument shall require RCS and the Office Park to act reasonably in arranging for timely snow removal in a manner that effectuates the intentions of this instrument and provides for the reasonable availability of parking rights under the easements given prevailing weather conditions. The Parties shall take care in their respective snow removal operations to avoid depositing snow piles in a manner that would interfere with the property of the other.

9. **Prohibition of Construction Traffic.** Neither Party shall cause, approve, or permit the utilization of the parking easement rights they enjoy over the lands of the other Party for purposes of ingress, egress, staging or storage of construction equipment. However, either Party may permit the temporary utilization of its own property by construction equipment associated with work performed on its own property.

10. **Insurance.** Each Party agrees to continuously maintain public liability insurance covering their own respective properties and, if possible, to name the other Party as an additional insured on such policies. The insurance required hereunder shall be issued by insurance companies of recognized financial strength licensed to provide such insurance in the State of Colorado and shall contain no less than a combined single limit of \$500,000.00 for personal injury, including death, and \$25,000.00 for property damage, including loss thereof. Each Party shall provide reasonable evidence of such insurance to the other Party upon written request.

11. **Arbitration.** Good faith differences may arise between the Parties relative to the regulation, use, maintenance, and repair of the easement rights granted hereunder. Except as otherwise provided herein, in the event of a dispute, the Parties shall submit the dispute to binding arbitration. Each Party shall select one (1) arbitrator, and the two (2) arbitrators shall select a third arbitrator. A decision of the majority of the arbitrators shall be final and binding upon the Parties. Arbitration shall be conducted in accordance with Colorado's Uniform Arbitration Law, C.R.S., § 13-22-201, et. seq., as the same shall be amended from time to time, and the Parties may utilize as arbitrators any qualified person(s) unrelated to any of the Parties by shared business interest or

less than three degrees of consanguinity. Subject to any reallocation permitted at the conclusion of proceedings pursuant to Section 16, below, each Party shall be responsible for one-half of the costs of arbitration, including the fees of the arbitrators. After a dispute arises, the Parties may execute a writing signed by each of them describing the dispute and waiving arbitration under this clause, in which case the dispute shall be decided by ordinary judicial proceedings before the District Court for Larimer County, Colorado.

12. **Easements Appurtenant / Assignment.** The rights, duties, and obligations contained herein are appurtenant to and shall run with the land and shall be perpetual in duration provided the same may be amended, modified, or cancelled in whole or in part by the agreement of both Parties with the consent of all mortgagees holding an encumbrance against either the School Parking Lot Area or the Office Park Parking Lot Area.

13. **Change of Use or Circumstance.** This instrument and the easement rights granted to the Parties, and each of them, hereunder shall continue in force and effect notwithstanding any change or proposed change of use of the servient properties. No change of use proposed by either Party shall be appropriate or permitted where the same would have the effect of precluding the other Party from the continued use and enjoyment of the easement rights granted hereunder, and either Party may plead this instrument into a Court of competent jurisdiction (with or without first attempting arbitration) for purposes of seeking an injunction prohibiting any change of use by the other Party that would have the effect of materially preventing the complaining Party from enjoying the rights granted to it hereunder. The transition of the School Property to an Overall High School Use shall not, in and of itself, be grounds for an injunction under this paragraph in the absence of material changes to the dimensions, capacity and/or physical configuration of the School Parking Lot Area.

14. **Remedies Upon Default.** In the event of a default of the obligations of RCS or the Office Park hereunder, the nondefaulting Party shall have an action for specific performance or damages or both, provided however that the provisions set forth in sections 11 and 13 shall apply and such remedy may be enforceable only by way of arbitration.

16. **Attorneys Fees.** In the event of arbitration or litigation to enforce the terms or provisions hereof, the prevailing Party shall be awarded its reasonable costs and

attorneys fees form the nonprevailing Party. In addition, in the case of arbitration, the prevailing Party shall also be reimbursed its share of the costs of the arbitration, including the fees of the arbitrators, by the nonprevailing party.

17. **Binding Effect.** The easements granted herein and the other provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of RCS, the Office Park, and their respective heirs, successors, representatives, lessees, purchasers, or assigns.

IN WITNESS WHEREOF the PARTIES have, through their authorized representatives, set their hands hereunto effect as of the date first above written.

RCS BUILDING CORPORATION, INC., a Colorado corporation

By: _____

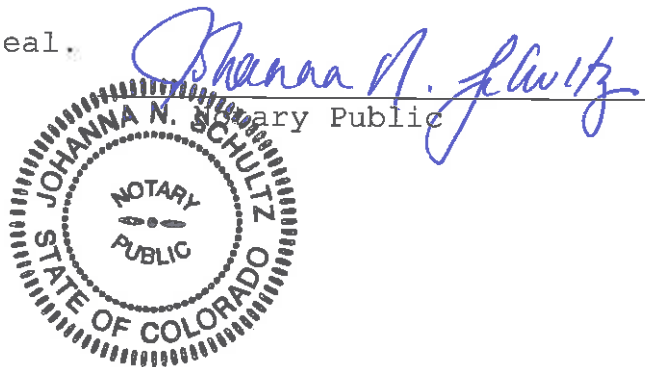
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Acknowledged before me this 24th day of May, 2007
by Amie R. Sharp as President for RCS Building
Corporation, Inc., who also affirmed to act in the
representative capacity stated.

Witness my hand and official seal.

Commission Expires: 6-16-10



STUART PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, a
Colorado nonprofit corporation.

By: *Geoff Englehardt*
Its: President

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

Acknowledged before me this 3rd day of October, 2007
by Geoff Englehardt as President for Stuart
Professional Park Condominium Association, who also affirmed to
act in the representative capacity stated.

Witness my hand and official seal.

Laura Ryan
Notary Public

Commission Expires: 5/18/09



JOINDER AND CONSENT

AMERICAN NATIONAL BANK, a national banking association, being the holder of a first mortgage encumbering the School Property described in the attached Exhibit A hereby joins in and consents to this Amended and Restated Reciprocal Parking Easement.

Dated this 18th of December, 2007.

AMERICAN NATIONAL BANK, NA

By: Kristi Nottingham

Print Name: Kristi Nottingham

Its: Trust Officer
(position of person w/ authority)

STATE of Colorado)

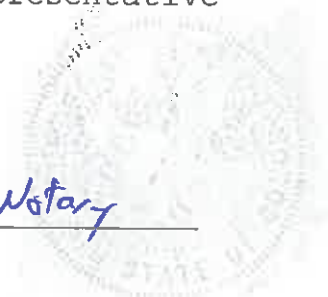
) ss

COUNTY of Denver)

Acknowledged before me by Kristi Nottingham (name) as Trust Officer (position) of American National Bank, NA, who also affirmed to act in the representative capacity stated.

Witness my hand and official seal.

[Signature], Notary
Notary Public



Commission Expires: 4/1/09

"Legal Description Ridgeview Classical Schools"

A Tract of Land situate in the NW $\frac{1}{4}$ of Section 19, Township 7 North, Range 68 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, which considering the West Line of said NW $\frac{1}{4}$ as bearing North and South and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point which bears North 873.40 feet and again East 50.00 feet from the W $\frac{1}{4}$ corner of Section 19; Thence North 390 feet; Thence along the arc of a 15 foot radius curve to the right a distance of 23.56 feet, the long chord of which bears N45E00'E 21.21 feet; Thence East 425 feet; Thence along the arc of a 15 foot radius curve to the right a distance of 23.56 feet, the long chord of which bears S45E00'E 21.21 feet; Thence South 115 feet; Thence along the arc of 180.30 foot radius curve to the right a distance of 97.55 feet, the long chord of which bears S15E30'W 96.37 feet; Thence S31E00'W 308.00 feet; Thence N59E00'W 158.96 feet; Thence West 134.36 feet to the point of beginning;

Except:

A parcel conveyed by Quit Claim Deed dated 6/7/04 and recorded 6/15/04 at Reception No. 2004-0057872, to wit: A Tract of Land situate in the NW $\frac{1}{4}$ of Section 19, Township 7 North, Range 68 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, which considering the West line of Stonehenge P.U.D. Sixth Filing as bearing S00E00'00"E 64.35 feet from the Northwest corner of said Stonehenge P.U.D. Sixth Filing, and run thence along said West line, S00E00'00"E 19.71 feet; Thence N12E25'32" W 10.46 feet; Thence N3E54'17"E 7.68 feet; Thence N43E22'19"E 2.52 feet to the true point of beginning.

otherwise known by street and number as 1800 Lemay Avenue, Fort Collins, Colorado.

Amended & Restated Reciprocal Parking Easement
Exhibit B - "Office Condos" Legal

"Legal of Stuart Professional Park Condominiums"

Stuart Professional Park, A Condominium, Filing No. 1, being a part of Tract "A" of the Stuart Street Medical Park, a Planned Unit Development, City of Fort Collins, Larimer County, Colorado, according to the plat thereof, recorded July 2, 1985 at Reception No. 85032127 within the records of the Larimer County, Colorado clerk and recorder and as more fully described therein, and

Stuart Professional Park, A Condominium, Filing No. 2, being a part of Tract "A" of the Stuart Street Medical Park, a Planned Unit Development, City of Fort Collins, Larimer County, Colorado, according to the plat thereof, recorded March 18, 1987 at Reception No. 87015438 within the records of the Larimer County, Colorado clerk and recorder and as more fully described therein, and

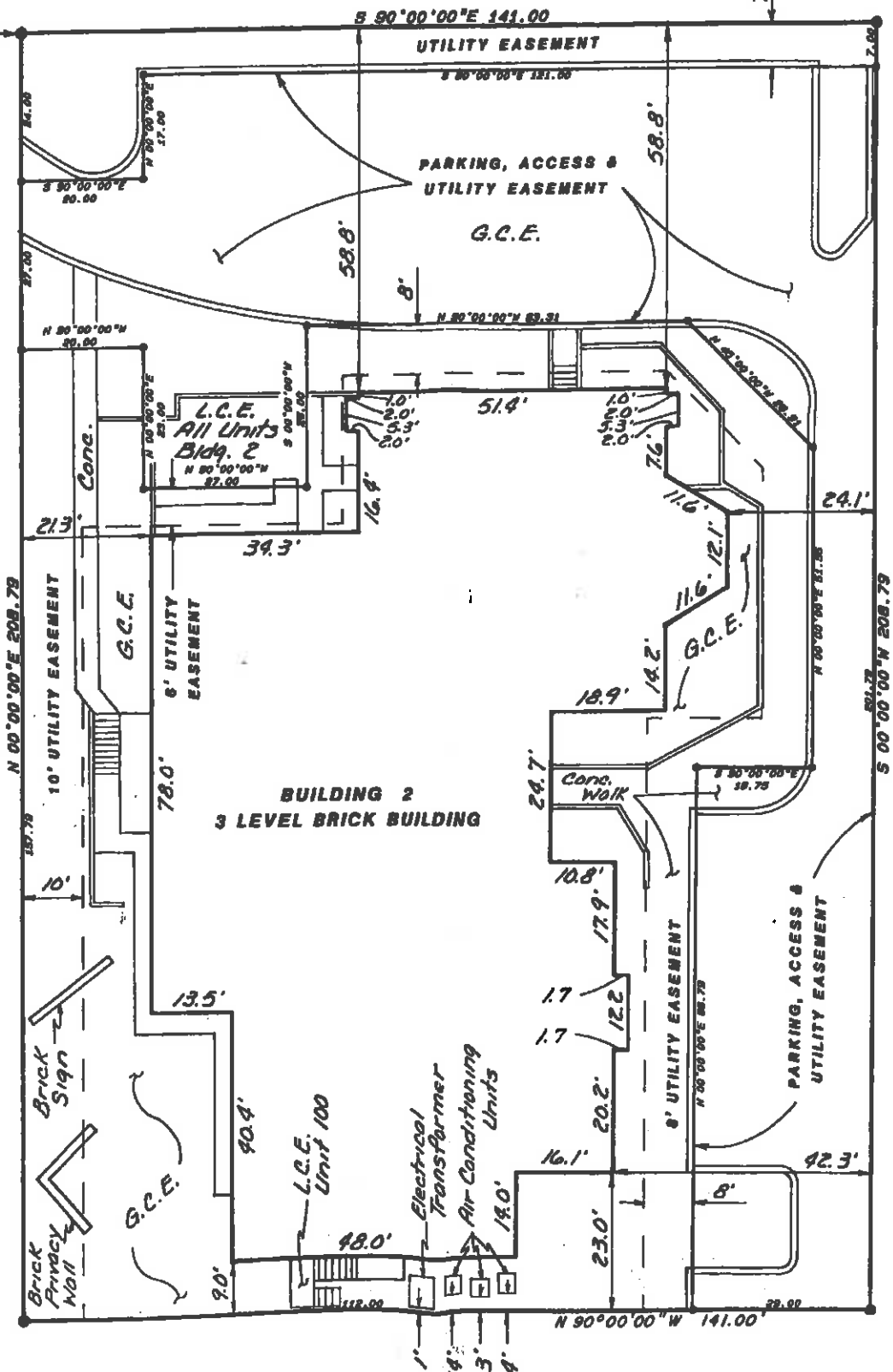
Stuart Professional Park, A Condominium, Filing No. 3, being a part of Tract "A" of the Stuart Street Medical Park, a Planned Unit Development, City of Fort Collins, Larimer County, Colorado, according to the plat thereof, recorded December 7, 1987 at Reception No. 87068571 within the records of the Larimer County, Colorado clerk and recorder and as more fully described therein, and

Subject to the Declaration of Condominium for Stuart Professional Park recorded July 2, 1985 at Reception No. 85032128 within the records of the Larimer County, Colorado clerk and recorder, as the same has been amended from time to time.

Amended & Restated Reciprocal Parking Easement
Exhibit C - "Office Park Parking Lot Area"
(3 pages - Areas Marked "Parking, Access & Utility Easement")

NW CORNER TRACT "A"
 STUART STREET MEDICAL
 PARK, P.U.D.
 TRUE POINT OF BEGINNING

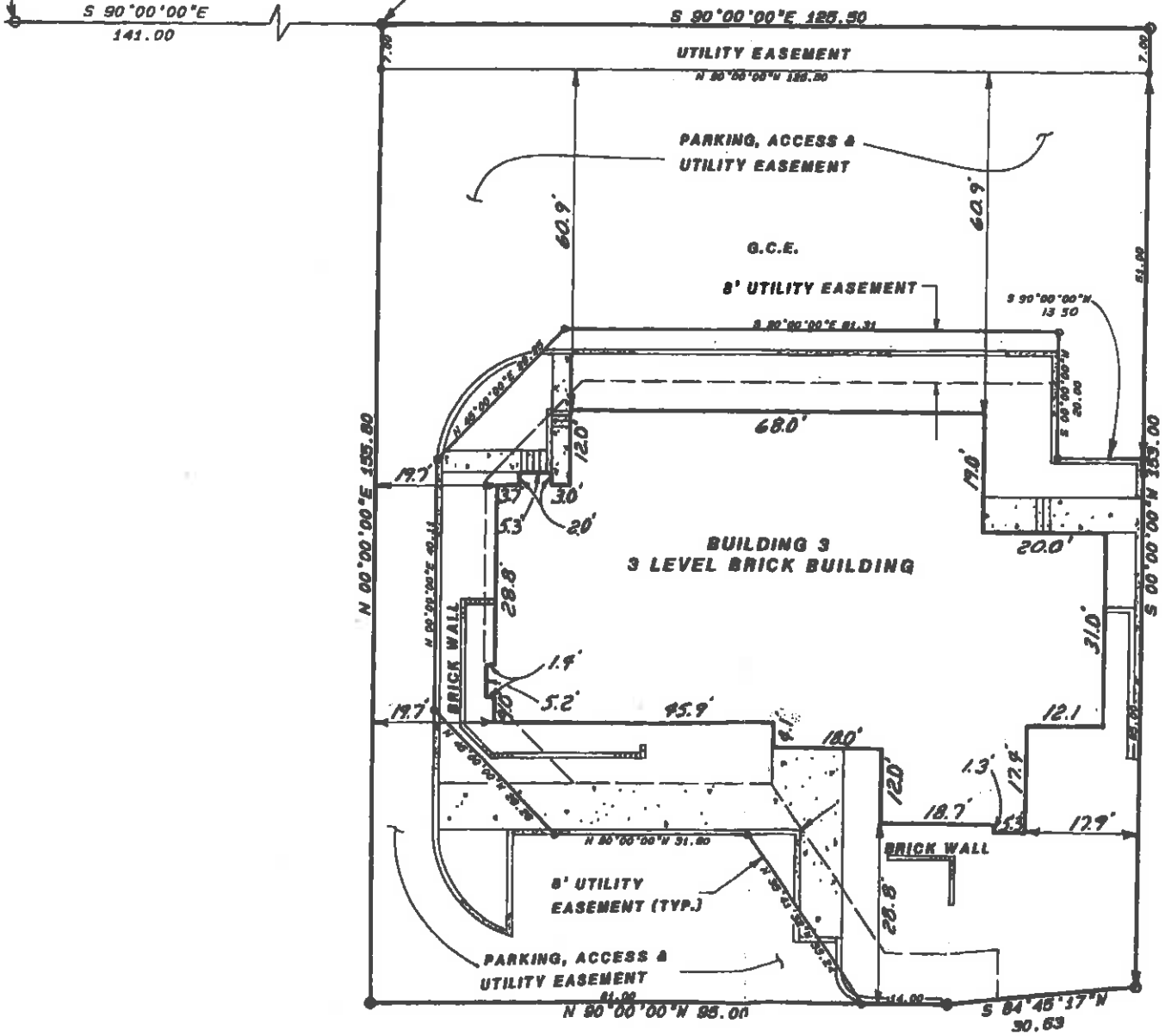
LEMAY AVENUE

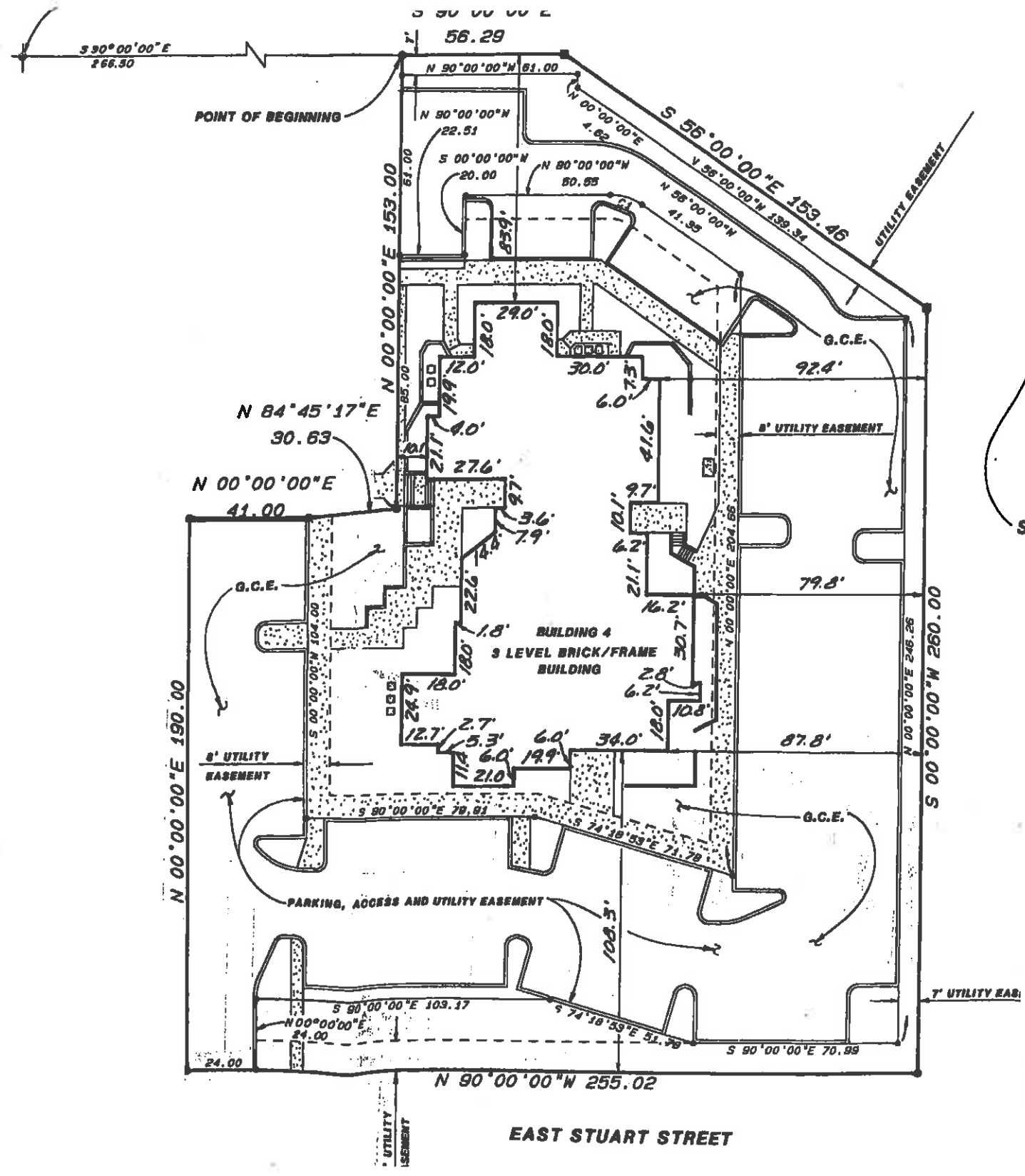


- 1'
- 2'
- 3'
- 4'

NW CORNER TRACT "A"
STUART STREET MEDICAL PARK,
P.U.D.

TRUE POINT OF BEGINNING





POINT OF BEGINNING

N 00°00'00"E 190.00

56.29

N 90°00'00"N 51.00

N 50°00'00"N 22.51

51.00

S 00°00'00"N 20.00

N 80°00'00"N 50.55

53.9

N 00°00'00"E 153.00

55.00

N 84°45'17"E 30.63

N 00°00'00"E 41.00

21.1

19.9

9.0

27.6

9.7

3.6

7.9

22.6

1.8

18.0

24.9

12.7

2.7

5.3

6.0

19.9

21.0

79.81

S 80°00'00"E 79.81

S 74°18'53"E 51.79

103.17

S 90°00'00"E 103.17

24.00

N 00°00'00"E 24.00

N 90°00'00"N 255.02

UTILITY EASEMENT

EAST STUART STREET

51.00

N 00°00'00"E 4.62

S 55°00'00"E 153.46

UTILITY EASEMENT

Y 56°00'00"N 139.34

N 56°00'00"N 41.35

92.4

G.C.E.

8' UTILITY EASEMENT

79.8

N 00°00'00"E 245.26

S 00°00'00"N 260.00

7' UTILITY EAS.

87.8

G.C.E.

BUILDING 4
3 LEVEL BRICK/FRAME
BUILDING

PARKING, ACCESS AND UTILITY EASEMENT

G.C.E.

8' UTILITY EASEMENT

G.C.E.

7' UTILITY EAS.

S

Amended & Restated Reciprocal Parking Easement
Exhibit D - "School Parking Lot Area"

