

Blanton: 3000000, 1000000
633 17th St #200
Denver, CO 80202
Attn: Bill Silberstein

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TRACY K. BAKER
ARAPAHOE COUNTY

RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT

THIS RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT ("Agreement") is made and entered into as of the 15th day of February, 2002, by and between LOWRY CREDIT UNION, (formerly known as Lowry Federal Credit Union), d/b/a Gateway Credit Union ("Gateway") and WEINGARTEN/MILLER/AURORA JOINT VENTURE, a Texas joint venture ("WMAJV").

RECITALS:

A. Gateway is the owner of certain real property located in the City of Aurora, State of Colorado, more particularly described on **Exhibit A** attached hereto, made a part hereof, and incorporated herein by reference ("Gateway Parcel").

B. WMAJV intends to acquire certain real property located in the City of Aurora, State of Colorado, more particularly described on **Exhibit B** attached hereto, made a part hereof, and incorporated herein by reference ("WMAJV Parcel"). WMAJV further intends to acquire from Gateway certain land to be known as "Crystal Street," as more particularly described on **Exhibit C** attached hereto, pursuant to an agreement between Gateway and WMAJV dated June 14, 2001 ("Crystal Street Parcel").

C. Gateway desires to establish upon the Common Areas (as hereinafter defined) of the Gateway Parcel, non-exclusive easements and rights-of-way for the benefit of the WMAJV Parcel for vehicle, equipment, and pedestrian ingress and egress thereto, and for parking in the non-designated Parking Areas (hereinafter defined), in addition to other rights and obligations contained herein.

D. WMAJV desires to establish upon the Common Areas (as hereinafter defined) of the WMAJV Parcel, non-exclusive easements and rights-of-way for the benefit of the Gateway Parcel for vehicle, equipment, and pedestrian ingress and egress thereto, and for parking in the non-designated Parking Areas (hereinafter defined), in addition to other rights and obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements as hereinafter set forth, Gateway and WMAJV hereby agree as follows:

1. Definitions.

(a) "Common Areas" shall mean those portions of the WMAJV Parcel and the Gateway Parcel which are not designated as building areas on the site plan attached hereto and incorporated herein by this reference as **Exhibit D** (the "Site Plan") which areas, together with such roadways, stairways, and curbs within or immediately adjacent to such areas, are not expected to be developed for a commercial purpose other than to provide for reciprocal ingress, egress, and parking

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for the WMAJV Parcel and the Gateway Parcel. WMAJV and Gateway shall each have the right, but after obtaining the prior written consent from the other (which consent shall not be unreasonably withheld), to increase or reduce the size of the Common Areas on its respective parcel and to construct additional improvements within the Common Area on its parcel; provided, however, that any additional improvements constructed by Gateway shall be located within the Expansion Area depicted on **Exhibit E** attached hereto; and provided, further, that Gateway's entrances to the Gateway Parcel described in paragraph 3 below shall not be modified without Gateway's prior written consent.

(b) "Parking Areas" shall mean those portions of the Common Areas located on the WMAJV and Gateway Parcels which are contemplated for the parking of motor vehicles as such parking stalls are generally depicted on the Site Plan. The parties acknowledge and agree that all or any portion of the Parking Areas may be unrestricted for the mutual benefit of both parties to accommodate only short-term parking (meaning less than two hours).

(c) "Permittees" shall mean and refer to any tenants, subtenants, licensees, occupants, or concessionaires of WMAJV or Gateway and the foregoing parties' respective employees, licensees, invitees, agents, officers, directors, and visitors.

2. Gateway hereby grants and conveys to WMAJV (and its Permittees) in connection with its use, occupancy, operation, and enjoyment of the WMAJV Parcel, a perpetual non-exclusive easement over and across the Common Areas of the Gateway Parcel, as depicted on **Exhibit D** for the purpose of: (i) ingress and egress of motor vehicles and pedestrians; and (ii) parking in the Parking Areas. Gateway hereby reserves unto itself and its Permittees the right to use the Common Areas and Parking Areas on the Gateway Parcel for the purpose of: (a) ingress and egress of motor vehicles and pedestrians; and (b) parking in the Parking Areas.

3. WMAJV hereby grants and conveys to Gateway (and its Permittees) in connection with its use, occupancy, operation, and enjoyment of the Gateway Parcel, a perpetual non-exclusive easement over and across the Common Areas of the WMAJV Parcel as depicted on **Exhibit D** for the purpose of: (i) ingress and egress of motor vehicles and pedestrians; and (ii) parking in the Parking Areas. WMAJV hereby reserves unto itself and its Permittees the right to use the Common Areas and Parking Areas on the WMAJV Parcel for the purpose of: (a) ingress and egress of motor vehicles and pedestrians; and (b) parking in the Parking Areas. WMAJV agrees that Gateway will have access to the Gateway Parcel at three entrances as depicted on **Exhibit D** attached hereto: the main entrance located west of the existing office building; the north entrance located to the north and slightly west of the existing office building; and the southeast entrance located to the southeast of the existing office building off of Alameda Avenue. These three entrances will not be modified without Gateway's prior written consent. WMAJV will grant to Gateway, or otherwise obtain for the benefit of Gateway, access easements, if necessary, to permit ingress and egress of motor vehicles and pedestrians to the Gateway Parcel at the main entrance and north entrance to the Gateway Parcel.

4. Gateway shall be responsible for maintaining and keeping the Common Areas located on the Gateway Parcel in a good state of repair and WMAJV shall be responsible for maintaining

and keeping the Common Areas located on the WMAJV Parcel in a good state of repair. In the event that either party hereto, or their respective successors or assigns, is not maintaining their respective easement parcel in accordance with the requirements of this Agreement, then the non-defaulting party may, by written notice, advise the defaulting party of its determination and specify the areas which are believed to be below the required standard of maintenance and repair. The defaulting party shall have a period of thirty (30) days following receipt of such notice to cure such deficiency and bring the maintenance and repair complained of to the standards required by this Agreement. In the event the defaulting party shall fail to comply with the notice within the thirty (30) day cure period, then the non-defaulting party shall have the right, but not the obligation, to perform the maintenance and repair for and on behalf and on the account of the defaulting party, and the defaulting party shall forthwith pay to the repairing party the total cost expended by the repairing party for the work performed.

5. The benefits and servitudes created by this Agreement shall inure to and be a burden upon the Gateway Parcel and the WMAJV Parcel. The benefits and servitudes shall be perpetual, shall bind the parties hereto and their successors and assigns, and shall run with the land until terminated or revoked by written instrument signed by all of the then-owners of the Gateway Parcel and the WMAJV Parcel. Any breach of this Agreement shall not entitle any non-defaulting party to cancel, rescind, or otherwise terminate this Agreement, or any of the conditions, covenants, easements, or restrictions hereunder.

6. (a) WMAJV will construct, at WMAJV's expense, parking and access improvements on the Gateway Parcel and the WMAJV Parcel substantially in accordance with those depicted on **Exhibit D** attached hereto, including islands, curbs, paving, and striping. Gateway hereby grants WMAJV and its contractors a right of access to the Gateway Parcel to construct such improvements. WMAJV agrees that it will construct the parking and access improvements on the Gateway Parcel and WMAJV Parcel prior to commencing construction of any improvements on Crystal Street. WMAJV agrees to indemnify and hold Gateway harmless from and against any and all claims made against Gateway resulting from entry onto the Gateway Parcel to construct the improvements described herein.

(b) Gateway and WMAJV agree to use commercially reasonable efforts to coordinate their respective construction activities to minimize any material and adverse impact on the respective rights afforded the other party under this Agreement. All improvements to be constructed under this Agreement, and the amount of parking provided, shall comply with all applicable governmental requirements. In the event Gateway builds additional improvements on the Gateway Parcel, Gateway shall be responsible for meeting the requirements of the City of Aurora for additional parking by constructing additional parking on the Gateway Parcel.

7. Gateway and WMAJV acknowledge and agree that additional properties and/or property owners may be added to this Agreement. Gateway and WMAJV expressly reserve the right to amend this Agreement to join additional parties and to create supplementary easements. Amendment of this Agreement shall require the express written consent by Gateway and WMAJV.

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8. Gateway and WMAJV agree that if the City of Aurora approves a retail shopping center development on the WMAJV Parcel and approves a sign location at the southwest corner of the Gateway Parcel, then WMAJV will relocate the existing monument sign located on the Gateway Parcel to a mutually selected and agreed upon site along Alameda Avenue.

9. To the extent that execution of this Agreement requires surveys, title work or any such related costs, WMAJV hereby agrees to pay for such expenses provided that estimates of such expenses incurred by Gateway are approved in advance by WMAJV and that such expenses do not exceed the estimates. WMAJV will also contribute up to \$5,000 towards the cost of relocating the existing electrical transformer located on the Gateway Parcel to a mutually agreed upon location.

10. In any dispute arising from this Agreement that results in litigation, the prevailing party shall collect as a part of the judgment, its reasonable attorneys' fees and costs.

11. This Agreement shall be governed by the laws of the State of Colorado.

12. This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one Agreement binding on all the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. In addition, the parties agree to recognize signatures to this Agreement transmitted by telecopy as if they were original signatures.

13. All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered personally, by commercial courier, by successful facsimile transmission, or by certified or registered mail, return receipt requested, to the address of such party determined as provided herein. All notices for WMAJV shall be addressed to WMAJV at the following addresses and facsimile numbers or such other addresses and facsimile numbers of which WMAJV gives Gateway notice hereunder:

WMAJV: Weingarten/Miller/Aurora Joint Venture
2 Inverness Drive East, Suite 200
Englewood, CO 80112
Facsimile: 303/799-6361
Telephone: 303/799-6300

with a copy to: William M. Silberstein, Esq.
Isaacson, Rosenbaum, Woods & Levy, P.C.
633 17th Street, Suite 2200
Denver, CO 80202
Facsimile: 303/292-3152
Telephone: 303/292-5656

All notices for Gateway shall be addressed to Gateway at the following addresses and facsimile numbers or such other addresses and facsimile numbers of which Gateway gives WMAJV notice hereunder:

Gateway:

5-11
Gateway Credit Union
14305 East Alameda Avenue
Aurora, CO 80012
Attn: Mr. Gordon Pidek, President
Facsimile: 303/418-0136
Telephone: 303/340-2300

with a copy to:

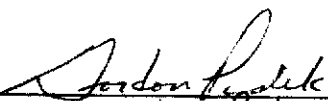
Robert G. Wilson, Jr., Esq.
Berenbaum, Weinshienk & Eason, P.C.
370 17th Street, 26th Floor
Denver, CO 80202
Facsimile: 303/629-7610
Telephone: 303/592-8346

14. In the event the Regional Transportation District constructs a light rail station (Aurora City Center Station) which restricts or otherwise prohibits Gateway's use of the WMAJV Parcel as contemplated herein, WMAJV will cooperate with Gateway to mitigate adverse impacts to Gateway.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

LOWRY CREDIT UNION,
(formerly known as Lowry Federal Credit Union),
d/b/a Gateway Credit Union

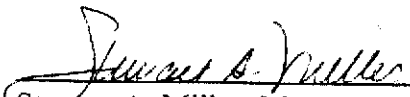
By


Name: Gordon Pidek
Title: President

WEINGARTEN/MILLER/AURORA JOINT
VENTURE, a Texas joint venture

By: MILLER AURORA, LLC, a Colorado
limited liability company, joint venturer

By:


Stewart A. Miller, Manager

STATE OF)

) ss.

COUNTY OF)

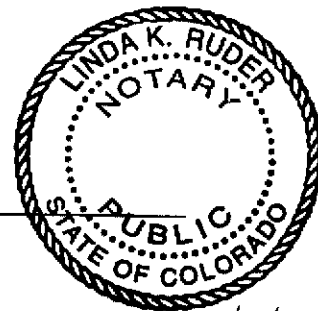
6-11

The foregoing instrument was acknowledge before me this 28th day of February, 2002, by LKR Gordon Prock as President of Lowry Credit Union, (formerly known as Lowry Federal Credit Union), d/b/a Gateway Credit Union.

WITNESS my hand and official seal.

My commission expires: February 8, 2013

Linda K. Ruder
Notary Public



My Commission Expires 2/8/03

STATE OF COLORADO)

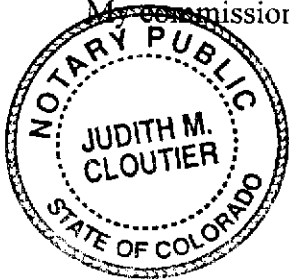
) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of March, 2002, by Stewart A. Miller as Manager of Miller Aurora, LLC, a Colorado limited liability company, Joint Venturer of Weingarten/Miller/Aurora Joint Venture, a Texas joint venture.

WITNESS my hand and official seal.

My commission expires: July 29, 2002



Judith M. Cloutier
Notary Public

RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT

(GATEWAY PARCEL LEGAL DESCRIPTION)

LOWRY CREDIT UNION RETAINED PARCEL

A TRACT OF LAND SITUATED IN THE SW ¼ OF SECTION 7, T4S R66W OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S ¼ CORNER ALONG THE SOUTHERLY LINE OF SAID SECTION 7 S89°46'30"W A DISTANCE OF 330.19 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE N00°13'30"W A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 LOWRY CREDIT UNION SUBDIVISION FILING NO. 1, RECORDED AT BOOK 92, PAGE 74 ARAPAHOE COUNTY RECORDS, AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING:

THENCE S89°46'30"W A DISTANCE OF 242.89 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N44°58'43"W A DISTANCE OF 7.78 FEET; THENCE N00°11'25"W A DISTANCE OF 270.65 FEET TO THE SOUTHERLY BOUNDARY LINE OF TRACT 51, FLORENCE GARDENS RECORDED AT BOOK 8, PAGE 26 ARAPAHOE COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N89°44'18"E A DISTANCE OF 246.88 FEET TO THE WESTERLY BOUNDARY LINE OF TRACT 50 SAID FLORENCE GARDENS; THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE AND ALONG SAID WESTERLY BOUNDARY LINE S00°29'57"E A DISTANCE OF 276.33 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 78,390 SQ FT (1.57 ACRES) MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 7, T4S, R66W, 6TH P.M. BEING S89°46'30"W.

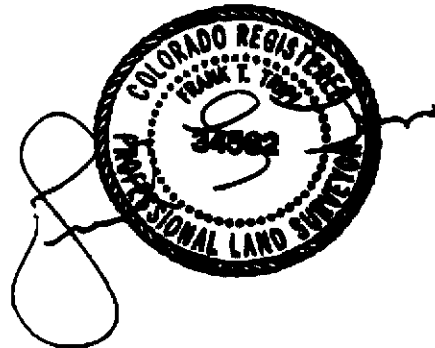
NOTE: THIS DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO FINDINGS THAT MAY AFFECT THE PROPERTY AS DESCRIBED AND SHOWN.

PREPARED BY:

FRANK T. TRIPI, PLS #34582

FOR AND ON BEHALF OF:

V3 CONSULTANTS
200 UNION BLVD. SUITE 200
LAKEWOOD, CO 80228



RECEIVED IN THIS CONDITION

8-11

EXHIBIT B
TO
RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT

EASEMENT

(WMAJV PARCEL DESCRIPTION)

A PARCEL OF LAND SITUATED IN TRACT 50, FLORENCE GARDENS SUBDIVISION, RECORDED AT BOOK 8 PAGE 26 ARAPAHOE COUNTY RECORDS, LOCATED IN THE SW ¼ OF SECTION 7, T4S R66W OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE S ¼ CORNER ALONG THE SOUTHERLY LINE OF SAID SECTION 7 S89°46'30"W A DISTANCE OF 330.19 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE N00°13'30"W A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 LOWRY CREDIT UNION SUBDIVISION FILING NO. 1, RECORDED AT BOOK 92, PAGE 74 ARAPAHOE COUNTY RECORDS, AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N00°29'57"W A DISTANCE OF 276.33 FEET ALONG THE COMMON DIVISION LINE BETWEEN SAID LOT 1 AND SAID TRACT 50 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N89°44'18"E A DISTANCE OF 11.35 FEET TO A POINT; THENCE S00°29'57"E A DISTANCE OF 89.31 FEET TO A POINT; THENCE N89°44'18"E A DISTANCE OF 48.65 FEET TO A POINT; THENCE S00°29'57"E A DISTANCE OF 12.06 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 SABLE SQUARE SUBDIVISION FILING NO. 1 RECORDED AT BOOK 104, PAGE 58 ARAPAHOE COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1, BLOCK 1 SABLE SQUARE SUBDIVISION S00°29'57"E A DISTANCE OF 174.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1 SABLE SQUARE SUBDIVISION SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S89°46'30"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,236 SQ FT (0.28 ACRES) MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 7, T4S, R66W, 6TH P.M. BEING S89°46'30"W.

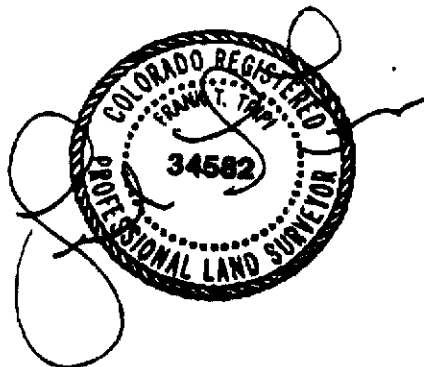
NOTE: THIS DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO FINDINGS THAT MAY AFFECT THE PROPERTY AS DESCRIBED AND SHOWN.

PREPARED BY:

FRANK T. TRIPL, PLS #34582

FOR AND ON BEHALF OF:

V3 CONSULTANTS
200 UNION BLVD. SUITE 200
LAKEWOOD, CO 80228



RECEIVED IN THIS CONDITION

9-11

EXHIBIT C
TO
RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT
(CRYSTAL STREET PARCEL DESCRIPTION)

PARCEL A

A PARCEL OF LAND SITUATED IN LOT 1, BLOCK 1, LOWRY CREDIT UNION SUBDIVISION, FILING NO. 1, RECORDED AT BOOK 92 PAGE 74 ARAPAHOE COUNTY RECORDS, LOCATED IN THE SW ¼ OF SECTION 7, T4S R66W OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALAMEDA AVENUE; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING COURSES;

N00°13'30"W A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 296.73 FEET, A CENTRAL ANGLE OF 19°07'45" A DISTANCE OF 99.07 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 344.03 FEET, A CENTRAL ANGLE OF 18°49'25" A DISTANCE OF 113.03 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF TRACT 52, FLORENCE GARDENS SUBDIVISION RECORDED AT BOOK 8, PAGE 26 ARAPAHOE COUNTY RECORDS; THENCE ALONG SAID EASTERLY LINE N00°31'50"W A DISTANCE OF 17.97 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 LOWRY CREDIT UNION SUBDIVISION AND ALSO THE SOUTHWEST CORNER OF TRACT 51, SAID FLORENCE GARDENS SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE AND THE NORTHERLY LINE OF SAID LOT 1, N89°44'18"E A DISTANCE OF 83.31 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY LINE AND SAID SOUTHERLY LINE S00°11'25"E A DISTANCE OF 270.65 FEET TO A POINT; THENCE S44°58'43"E A DISTANCE OF 7.78 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S89°46'30"W A DISTANCE OF 53.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17,584 SQ FT (0.40 ACRES) MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 7, T4S, R66W, 6TH P.M. BEING S89°46'30"W.

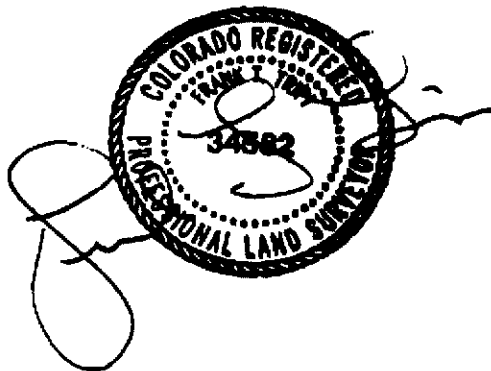
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PREPARED BY:

FRANK T. TRIPI, PLS #34582

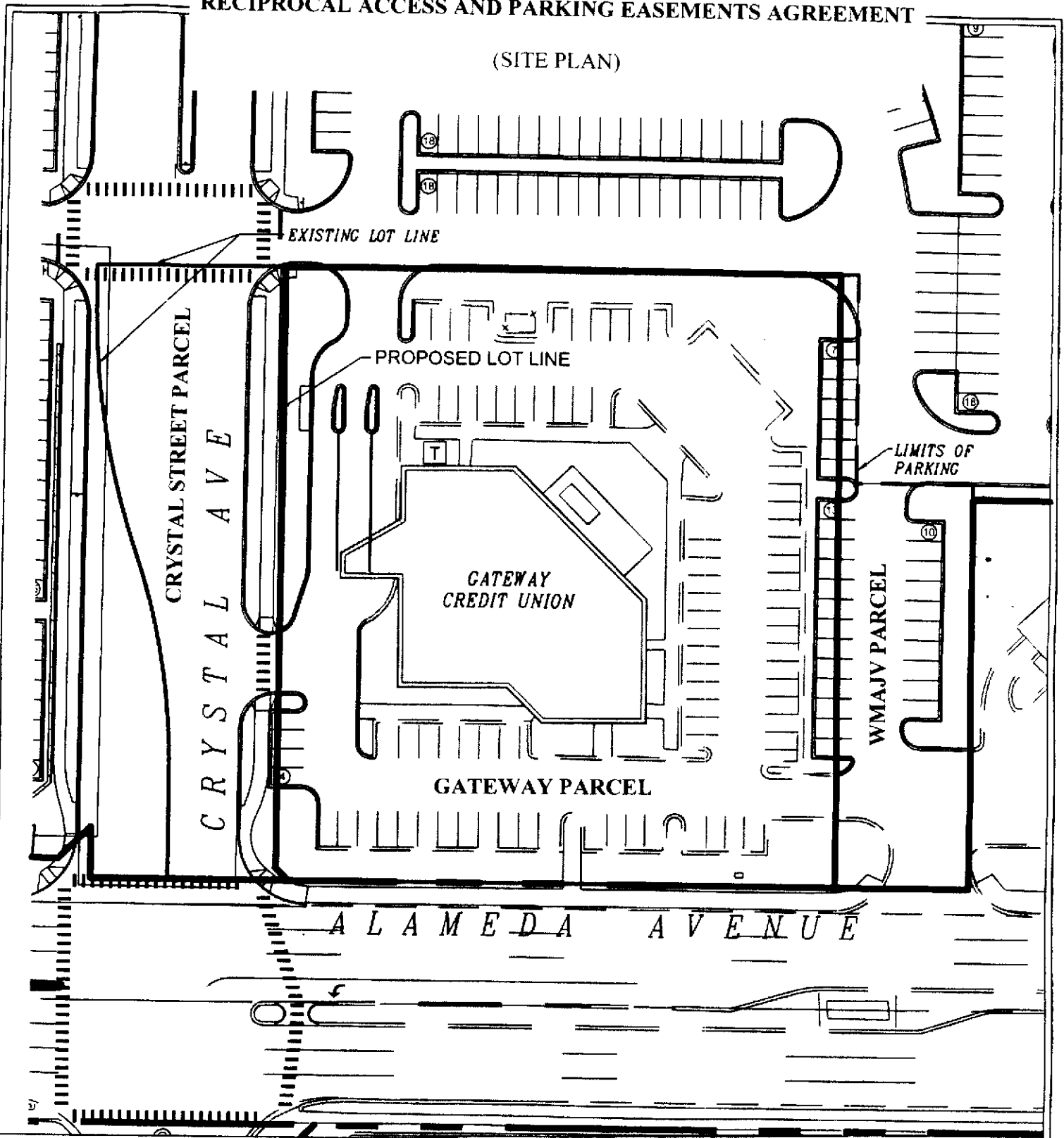
FOR AND ON BEHALF OF:

V3 CONSULTANTS
200 UNION BLVD. SUITE 200
LAKEWOOD, CO 80228



10-11

**EXHIBIT D
TO
RECIPROCAL ACCESS AND PARKING EASEMENTS AGREEMENT
(SITE PLAN)**



**Engineers
Scientists
Surveyors**

200 Union Boulevard, Suite 200
Lakewood, CO 80228
303.989.8588 voice
303.989.9932 fax
v3consultants.com

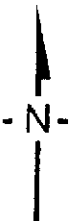
**GATEWAY CREDIT UNION EXHIBIT
Aurora Town Center**

November 1, 2001

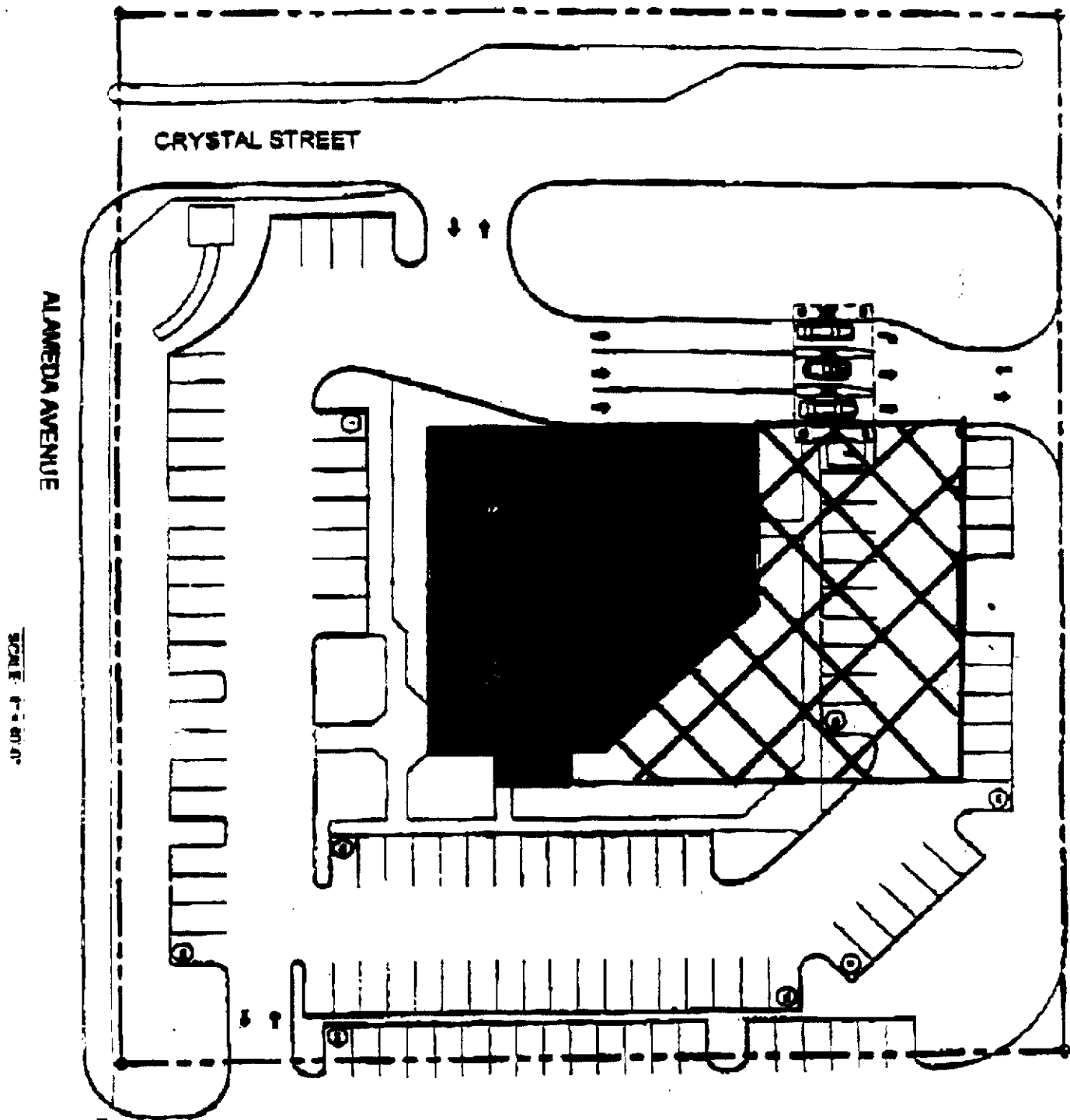
1" = 60'

Aurora

Colorado



11-11



SCALE: 1" = 40'-0"



	LEE ARCHITECTS/ INTERIOR DESIGNERS		Date: 8/20/00		EX 2
			Drawn by: JAK	Checked by: KPS	
JED & JAK 1000 14th St, Suite 100 Berkeley, CA 94710		Project: 0000000000		Title: 0000000000	

EXHIBIT E
TO
RECIPROCAL ACCESS AND
PARKING EASEMENTS AGREEMENT
(GATEWAY EXPANSION AREA)