

BERMING AND LANDSCAPING AGREEMENT

This **Berming and Landscaping Agreement** ("Agreement") is entered into as of January TH10, 2018 and made by and between Charles Quinton and Christina Quinton ("Lot 6 Owner") the Owner of Lot 6 Golden Ledge Subdivision) and Molen- Golden Ledge LLC a Colorado Limited Liability Company("Lot 7 Owner"), the owner of Lot 7 Golden Ledge with reference to the following facts:

- 1) Albert J. Aldasoro ("Aldasoro") was the original developer of Golden Ledge subdivision according to the General Declaration ("Declaration") recorded in the office of the San Miguel county Clerk and Recorder (the "Official Records") on November 8, 2001 in Reception No. 344995 and the Plat of Golden Ledge recorded on November 8, 2001 in Plat Book 1 Page 2959 ("Plat"), as may be amended or supplemented from time to time.
- 2) Lot 6 and Lot 7 exist pursuant to the Declaration and Plat.
- 3) Lot 6 Owner has requested and received approval from the Golden Ledge Homeowners Company and the Declarant for the Golden Ledge Subdivision to enlarge the designated Building Site Boundary on Lot 6 Golden Ledge, which approval is reflected in that certain Building Location Covenant Amendment dated December 13th, 2017 a copy is attached hereto as exhibit A and B.
- 4) Lot 7 Owner has agreed not to oppose the request the modification to the Building Site Boundary for Lot 6, which otherwise creates a visual impact to the Lot 7. To mitigate these visual impacts, the Lot 6 Owner has agreed to impose the following conditions and requirements on Lot 6 Golden Ledge when purchased.
 - A. Lot 6 Owner will construct only a single story home on lot 6 not exceeding 20 feet in height from existing grade; no taller home or other improvements will be constructed on Lot 6. With the exception of a barn no taller than 25 feet to be constructed on the northern portion of the designated Building Site.
 - B. Lot 6 Owner, at its cost and expense, will use all excess excavation dirt and material to create a berm to minimize visual impact between lots 6 and 7 in an approximate location as shown on exhibit G.L.6-7-Berm attached here to and incorporated herein by this reference.
 - C. Lot 6 Owner, at its cost and expense, agrees to revegetate the berm with native grasses and to plant twelve, 4 foot to 6 foot tall spruce trees on the toe of the north slope of the berm. These trees will be naturally staggered and spaced in locations reasonably approved by the Lot 7 Owner. The vegetation will be properly irrigated and any vegetation that dies within 3 years of planting shall be replaced by the Lot 6 Owner
 - D. In the future Lot 6 Owner will allow Lot 7 Owner and hereby grants Lot 7 Owner access to plant additional spruce or aspen trees along the north slope of the berm at its sole discretion without objection from Lot 6 Owner. The additional landscaping shall be installed at the cost and expense of the Lot 7 Owner. Location and species of trees to be approved by the Owner of Lot 6.
- 5) Recordation. Lot 7 Owner shall record this Agreement with the San Miguel County Clerk and Recorder immediately at the closing of Lot 6 Golden Ledge purchase by Lot 6 Owner. The requirements hereunder shall run with title to Lot 6 and Lot 7 and shall both benefit and burden

Lot 6 and Lot 7 as provided for herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto.

- 6) This agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Colorado. A party may pursue all available legal and equitable remedies, including specific performance and injunctive relief.
- 7) This agreement contains the entire agreement of the parties with regard to the subject matter hereof and all prior agreements with respect to the subject matter hereof are merged with and integrated into this agreement.
- 8) No modification of this Agreement will be binding upon any party unless reduced to writing and signed by all parties. The failure of any party to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any provision of this Agreement.
- 9) In the event of any dispute pertaining to this Agreement, including litigation, the substantially prevailing party shall recover reasonable attorney's fees and costs from the other party.
- 10) If any provision of this Agreement is declared unenforceable or invalid for any reason, such declaration will have no effect on the other provisions of this Agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.
- 11) This agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement and may be transmitted by legible facsimile copy or scanned/mailed copy.

In witness whereof the parties hereto have executed this agreement this 10 day of January 2018.

Charles Quinton

Christina Quinton

State of Colorado)
)SS
County of San Miguel)

Date

Date

1-10-18

1-10-18

GAYLENE ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 6944007357
My Commission Expires May 21, 2018

On this 10 day of January, 2018 before me, the undersigned Notary Public, personally appeared **Charles Quinton and Christina Quinton** either known to me or provided satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that the executed the same for the purpose therein stated.



Molen Golden Ledge LLC
By: Dirk A. dePachter
Managing Member

State of Colorado)
)SS
County of San Miguel)

Signature of Notary Public

My commission expires

Date

05-21-2018

1/10/18

On this 10 day of January, 2018 before me, the undersigned Notary Public, personally appeared **Molen- Golden Ledge LLC a Colorado Limited Liability Company by Dirk A. dePachter** either known to me or provided satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that the executed the same for the purpose therein stated.

JODY METCALF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054026494
My Commission Expires July 8, 2021

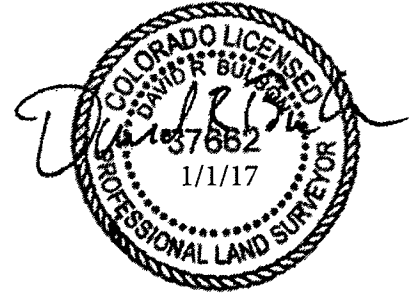
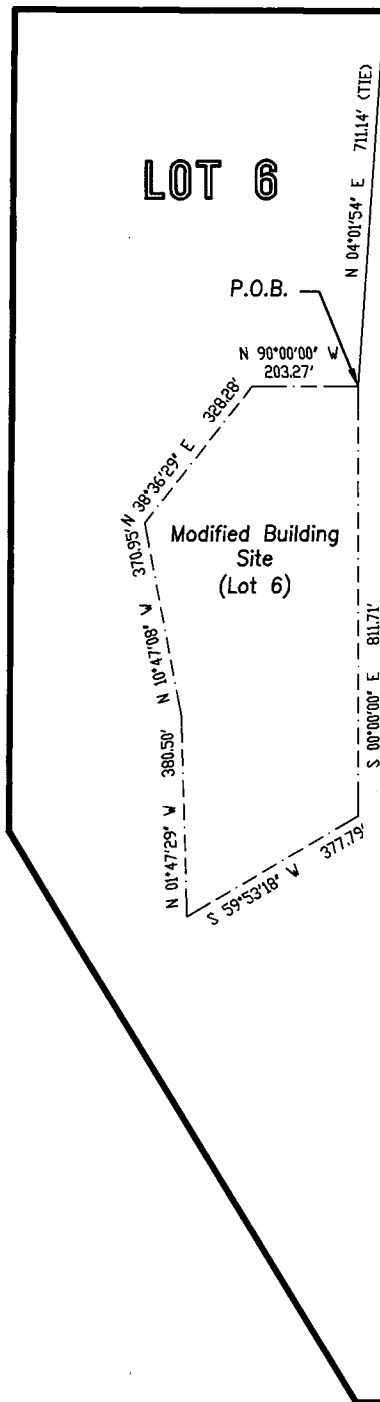
Signature of Notary Public

My commission expires

07/08/2021

EXHIBIT A

LOT 6, GOLDEN LEDGE



SCALE
1"=350'

date	description	date	by

FOLEY ASSOCIATES, INC.
ENGINEERING • PLANNING • SURVEYING
PO Box 363 125 N. Pacific Ave. Suite B1
Littleton, Colorado 80120
phone 303-774-4100 fax 303-774-6050
e-mail info@foleyassoc.com

Client:	Contact:	Project Mgr: DB
		Drawn by: MB
		Checked by:
		Start date: 12-13-17
		Due date: due/17040 12-17 E.
		Sheet No.
		Project #: 17040

**FOLEY ASSOCIATES, INC.
CIVIL ENGINEERING AND LAND SURVEYING
P. O. BOX 1385
TELLURIDE, CO 81435
970-728-6153**

**Exhibit B
PROPERTY DESCRIPTION**

A portion of Lot 6, Golden Ledge, according to the plat recorded November 8, 2001 in Plat Book 1 at page 2959, County of San Miguel, State of Colorado; further described as follows;

BEGINNING at a point from which the Northeast corner of said Lot 6 bears N04°01'54"E 711.14 feet, said point being the POINT OF BEGINNING;

thence S00°00'00"E 811.71 feet;

thence S59°53'18"W 377.79 feet;

thence N01°47'29"W 380.50 feet;

thence N10°47'08"W 370.95 feet;

thence N38°36'29"E 328.28 feet;

thence N90°00'00"W 203.27' to the POINT OF BEGINNING, Containing 7.12 acres±.

County of San Miguel,
State of Colorado

David R. Bulson,

