

AGREEMENT REGARDING DRIVEWAY RE-CONSTRUCTION

This A ("Agreement") is made effective this 30th day of October 2024 (the "Effective Date") between OConnor Street Properties LLC ("OConnor"), and Rae and Daniel Beck; ("Becks") OConnor and Becks are collectively referred to as the "Parties" and each a "Party".

RECITALS

A. OConnor is the owner of real property located 780 26 ½ Rd Grand Junction, Mesa County, Colorado (the "Deer Creek" Subdivision) and more particularly described as follows:

Attached as Exhibit A.

B. Beck is the owner of property located at 780^{30th} S. Sedona Court, adjacent to the proposed Deer Creek Subdivision.

C. A right-of-way exists in the area in which the Beck driveway exists to allow access from the Sedona Subdivision to the proposed Deer Creek Subdivision.

D. The Parties have agreed to address the changes to the driveway related to the revocable permit via this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the sufficiency of which is adequate for the making and enforcement of this Agreement, the Parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement.
2. Removal and Disposal of Existing Driveway. Becks agree to the removal of the extended concrete driveway at least sixty (60) days after receipt by Becks of a certified letter from OConnor that it is starting the Amber Way street extension improvements and in coordination with the City Planning, Engineering & Public Works departments. The costs of such removal and disposal shall be borne by OConnor.
3. Construction of Driveway. Becks agree to the re-configuration of the front driveway and walkway as shown in the approximation in Exhibit A, subject to change, per the Deer Creek Subdivision final street frontage improvement plans and the City engineers plans, as required and as part of my subdivision improvements to meet the City's Building and Public Works department's required street and sidewalk standards.
4. Irrigation/Utility Lines. If any irrigation or other utility lines which exist within the area of the Amber Way Right-of-Way or the reconfigured driveway need to be relocated, the costs shall be borne by OConnor.
5. Warranties. The Parties represent each has read this Agreement and has had the opportunity to consult with an attorney or other advisor of its choosing prior to

executing this Agreement. The Parties signing this Agreement warrant that they have full authority to execute this Agreement. This Agreement is executed voluntarily and knowingly with full understanding of its terms, provisions, and the legal effect thereof.

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and there are no other agreements or understanding between the Parties other than as set forth in this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by the Parties.
7. Choice of Law and Proceedings; Attorneys' Fees. It is the intention of the Parties hereto that this Agreement, the performance hereunder, and all suits and special proceedings be construed in accordance with and under and pursuant to the laws of the State of Colorado. The venue of any legal proceedings shall be in Mesa County, Colorado. Attorney's fees shall be borne by each Party in an action to interpret or enforce the terms of this Agreement, except as provided in C.R.S. §13-17-102 and decisions construing the same.
8. Severability. If any terms or provisions of this Agreement, or the application thereof, be deemed to be invalid or unenforceable, the remainder of this Agreement and the application of such terms and provisions, other than those to which it is held invalid or unenforceable, shall not be affected and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Counterparts/Facsimile Signatures. This Agreement may be executed in counterparts, and all such counterparts together shall constitute one and the same instrument binding on all the Parties hereto, notwithstanding that all Parties are not signatory to the original or the same counterpart.
10. Successors, Heirs and Assigns. The rights and liabilities of the Parties hereto shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Jeffrey Grant for OConnor Street Properties, LLC (managing member)



Rae Beck



Daniel Beck

BOUNDARY LINE
AGREEMENT
REC. NO. 22222222

S 00°04'49" E 1318.22
14' MPE

Second Subdivision
Filing No. Two

LOT 7

House
783 N.
Sedona Ct.

Garage

MATCH GRADE

N: 54514.76
E: 93542.70
4744.04

N: 54511.40
E: 93556.13
4743.96

N: 54509.88
E: 93558.30
4743.86 (BOW)

N: 54504.03
E: 93534.26
4743.81

N: 54498.54
E: 93545.59
4743.73

N: 54496.20
E: 93567.55
4743.65 (BOW)

32 S.Y.
Driveway

1.56%

73 S.F.

R.O.W

N. Sedona Ct.

