

AGREEMENT REGARDING DRIVEWAY RE-CONSTRUCTION

THIS AGREEMENT REGARDING DRIVEWAY RE-CONSTRUCTION ("Agreement") is made effective this 4th day of December 2024 (the "Effective Date") between OConnor Street Properties LLC ("OConnor"), and John A. Nelson; ("Nelson") (OConnor and Nelson 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. Nelson is the owner of property located at 781 S. Sedona Court, Grand Junction, Colorado (the "Nelson Property"), adjacent to the proposed Deer Creek Subdivision.

C. Nelson has a driveway located on the Nelson Property which was built upon a revocable permit that was granted by the City of Grand Junction.

D. A right-of-way exists in the area in which the driveway on the Nelson Property exists to allow access from the Sedona Subdivision to the proposed Deer Creek Subdivision.

E. 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 Front and Side Driveways. The revocable permit related to the current existence of the side extended driveway requires that the existing driveway be removed to the extent it encroaches upon the right-of-way as described and identified in the revocable permit. A copy of the revocable permit is attached hereto and incorporated herein by this reference. Nelson agrees to the removal of the extended concrete driveway at least sixty (60) days prior to receipt by Nelson 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.

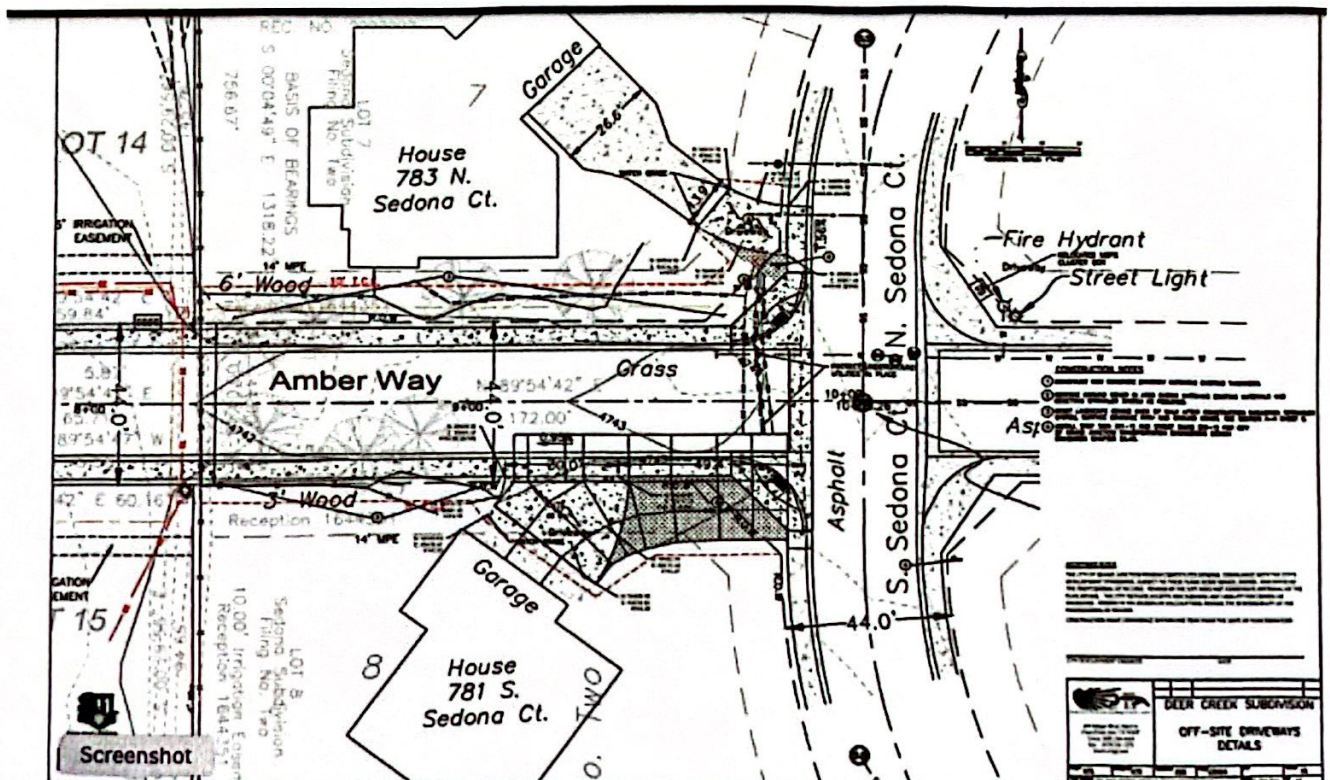
3. Construction of New Front Driveway. Nelson agrees to have OConnor re-design and re-configure the front driveway and walkway of the Nelson Property as shown in

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

Jeffrey Grant (managing member) 12/4/24
Jeffrey Grant for O'Connor Street Properties, LLC (managing member)

John A. Nelson 12/04/24

Exhibit A



the approximation in Exhibit A. The new driveway reconfiguration is required by the City because of the Amber Way street improvements that OConnor is to construct as part of its Deer Creek subdivision. OConnor will work with Nelson regarding any requested slight changes to the front driveway to allow for better ingress and egress to the property and which is also allowed by the City's Building and Public Works departments to meet the City's street and sidewalk standards, and any other City ordinances. Nelson and any occupants of the residence agree to park their cars on the street until the construction of the reconfigured driveway and walkway are complete and the concrete has fully cured. The costs of new front driveway shall be borne by OConnor.

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.

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