

DECLARATION OF DRAINAGE EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT is hereby made and executed to be effective as of the 17th day of JANUARY, 2025, by Oconner Street Properties LLC, a Colorado limited liability company, whose legal address is 780 26 ½ Road Grand Junction, Colorado 81506 ("OSP")

RECITALS

A. OSP is the owner of that certain parcel of real property located in the County of Mesa, State of Colorado known as the Deer Creek Subdivision (the "Property"); said property being more particularly described and depicted on the Plat for the Deer Creek Subdivision, which has either been previously recorded or contemporaneously recorded herewith in the real property records of the Mesa County Clerk and Recorder (the "Plat"); and

B. The Sedona Subdivision Homeowners Association, Inc. ("SSHA"), is a Colorado nonprofit corporation, formed under the laws of the State of Colorado as a homeowners' association for the purposes of governing and managing the Sedona Subdivision, located in the County of Mesa, State of Colorado; and

C. SSHA is the owner of and responsible for managing an existing drainage and irrigation storage pond and associated infrastructure, appurtenances, and other improvements identified as Mesa County Parcel Number 2701-351-53-000, for the benefit of the Sedona Subdivision; and

D. To facilitate SSHA's use, management, and operation of its existing drainage and irrigation storage pond and associated infrastructure, appurtenances, and other improvements identified as Mesa County Parcel Number 2701-351-53-000, for the benefit of the Sedona Subdivision it is necessary for OSP to declare, grant, and otherwise convey a non-exclusive, perpetual easement for the purpose of the operation, maintenance, repair, and replacement of certain drainage pipe and/or appurtenant drainage infrastructure, facilities, and improvements on, over, across, and through the Property, together with the right of ingress and egress for those purposes, as more particularly described and depicted on the Plat; as Sedona Drainage Easement; and

E. OSP is willing to declare, grant and otherwise convey a non-exclusive, perpetual easement for the purpose of the operation, maintenance, repair, and replacement of certain drainage pipe and/or appurtenant drainage infrastructure, facilities, and improvements on, over, across, and through the Property, together with the right of ingress and egress for those purposes, as more particularly described and depicted on the Plat; as Sedona Drainage Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OSP does hereby declare, grant, and convey such an easement pursuant to the terms and conditions set forth herein:

1. **Declaration of Easement.** OSP hereby declares, grants and otherwise conveys to SSHA a non-exclusive, perpetual easement for the purpose of the operation, maintenance, repair, and replacement of certain drainage pipe and/or appurtenant drainage infrastructure, facilities, and improvements on, over, across, and through the Property, together with the right of ingress and egress for those purposes, as more particularly described and depicted on the Plat; as Sedona Drainage Easement (the "Easement").

2. **Purpose of Easement.** The Easement is declared by OSP only for the purposes of the operation, maintenance, repair, and replacement of the drainage pipe and/or appurtenant drainage

infrastructure, facilities, and improvements on, over, across, and through the Property, together with the right of ingress and egress for those purposes.

3. **Uses by OSP.** OSP shall not interfere with the use and enjoyment of the Easement by SSHA as expressly granted herein. No improvements shall be planted, placed or constructed on or within said Easement by OSP which materially interferes with the permitted use of the Easement, unless said improvement(s) are necessary for the development of the Property or OSP has received SSHA's prior written consent, which consent shall not be unreasonably withheld or delayed. Any other utilities placed within the Easement (*i.e.*, natural gas, telephone, cable, etc.) shall not be located in a manner which will unreasonably interfere with or unreasonably impair SSHA's access, construction, installation, replacement, operation, and maintenance of the facilities, infrastructure, and appurtenances related thereto with said Easement. Should any improvement be on, in, under, or over the Easement at the time of any pipeline repair, maintenance, construction, or replacement by SSHA, then SSHA shall not be responsible for the cost of removing or replacing the intruding improvement.

4. **Uses by SSHA.** SSHA shall not interfere with the paramount and primary use of OSP's development of the Property or for the uses and purposes OSP has historically made, presently makes, and in the future will make on the Property as OSP sees fit, in its sole and absolute discretion. If SSHA disturbs the surface of the Easement for the installation, construction, operation, maintenance, repair, or replacement of its infrastructure or facilities, it shall restore the surface to the pre-disturbance condition to the reasonable satisfaction of OSP. OSP may remove any unpermitted improvements that interfere with OSP's use and enjoyment of the Property, without incurring liability for the same.

5. **Nature of Work.** All work performed and to be performed by SSHA for the Easement shall be made using quality materials and shall be performed in a good workmanlike manner in compliance with the requirement of OSP. The construction requirements shall be guided, in general, and without limitation, by generally accepted construction and engineering practices. Compliance with such specifications and requirements shall be determined in the reasonable discretion of OSP.

6. **Attorneys' Fees and Costs.** Should it become necessary for either of the Parties to enforce or interpret the terms and conditions of this Agreement through the commencement of any legal proceeding, the Parties hereby agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeal.

7. **Venue & Jurisdiction.** The Parties hereby agree that the exclusive venue for any suit, action or proceeding for the enforcement of the obligations created under this Agreement, including mediation, shall be the courts in and for Mesa County, State of Colorado.

8. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado.

9. **Authority.** The Parties to this Agreement represent that they have the full power and authority to enter into and perform under this Agreement and to bind their principals.

10. **Further Assurances.** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

11. **Severability.** In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or

Clear Form



All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 11/17/2025 before me, Irene Arechiga, Notary Public (here insert name and title of the officer), personally appeared Jeffrey Grant

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand and official seal.

Signature [Signature]

For Bank Purposes Only

Description of Attached Document

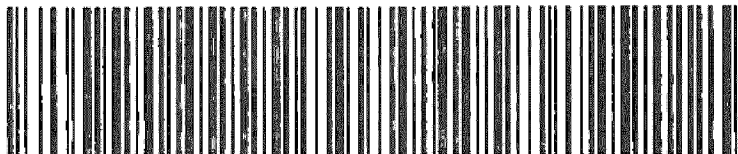
Type or Title of Document Declaration of Drainage Easement

Document Date 11/17/2025

Number of Pages (3)

Signer(s) Other Than Named Above

Account Number (if applicable)



FO01-000DSG5350CA-01