

When Recorded, Return to:

The Nabulsi-Abushaban Trust
c/o Taher Nabulsi, Trustee
14384 Whispering Ridge Road
San Diego, CA 92131-4268

DECLARATION OF EASEMENT AND JOINT DRIVEWAY MAINTENANCE

This Declaration of Easement and Joint Driveway Maintenance ("Declaration") is made this ____ day of _____, 20__ ("Effective Date"), by the Nabulsi-Abushaban Family Trust ("Parties").

RECITALS

WHEREAS, Parties jointly own that certain property legally described in Exhibit A, attached hereto, which Property shall be platted as the NABULSI-ABUSHABAN SUBDIVISION ("Subdivision").

WHEREAS, Parties desire to provide mutual access to and provide for the construction and maintenance of a shared driveway for Lots 1, 2, 3 and 4 (the "Lots") as described and depicted on the recorded final plat of the Subdivision as a "50' Private Access Easement ("Shared Driveway").

DECLARATION

NOW, THEREFORE, Parties agree and declare for themselves, their successors and all subsequent Parties of the Lots, that the Lots shall be held, sold, and conveyed subject to the following:

1. Recitals. The Recitals are hereby incorporated herein.
2. Grant of Easement. Subject to the terms, covenants, agreements and conditions of this Declaration, Parties hereby establish and grant a perpetual non-exclusive easement in and to, over, across, under and through the 50' Private Access Easement (Shared Driveway) depicted on the recorded plat of the Subdivision (the "Access Easement Area") as reasonably necessary for vehicular and pedestrian ingress and egress to the Lots. The Access Easement Area shall in perpetuity be appurtenant to and for the benefit of all Parties of all or any portion of the Lots and all their respective successors, assigns, licensees, and invitees, and shall and run with the Lots.
3. Use of Easement.
 - 3.1 Maintenance. Unless otherwise agreed upon by the Parties, the Parties shall share equally in the construction, maintenance, repair and/or replacement of the Joint Driveway, including, without limitation, any paving, cleaning, and snow removal, as follows: The Parties shall construct and maintain the Joint Driveway as determined by the HOA. All construction and maintenance shall be performed in a good and workmanlike manner and shall comply with all laws, ordinances, building codes, permit, orders, rules, regulations and covenants applicable to the Lots. On or before January 30th of each year, the Parties shall provide an accounting of expenses with a statement to be provided to all Parties (which shall include any

invoices, receipts or other reasonable evidence of costs actually paid) showing the actual, out-of-pocket costs incurred by the Parties for the construction, maintenance and repair of the Joint Driveway for the preceding calendar year. All expenses shall be shared equally between the Parties, with ongoing maintenance expenses planned and split on an as-needed basis. Should any costs be covered by the Nabulsi-Abushaban Family Trust, or any party of the HOA, the other Parties shall provide payment to the paying party within 30 calendar days. Notwithstanding the foregoing, to the extent any portion of the Joint Driveway is damaged or destroyed due to the negligence or intentional misconduct of an individual Party or their licensees or invitees (the "Responsible Party"), the Responsible Party shall promptly repair such damage, replace the destroyed portion of the Joint Driveway or otherwise return the Joint Driveway to substantially the same condition existing prior to such damage, at the Responsible Party's sole cost and expense. Any payments by the Parties not made when required under this Section shall bear interest at a rate of twelve percent (12%) per annum from the date such payment is due until the date such payment is made.

3.2 No Liens. The Parties shall not allow mechanics liens to be placed on the Joint Driveway in relation to any activities by or through the Parties pursuant to this Agreement. The Lot Parties shall mutually indemnify and hold harmless both Parties from any and all mechanics liens arising from the Parties use of the Joint Driveway pursuant to this Agreement and shall cause the same to be removed of record within thirty (30) days after receipt of written notice of such lien.

4 Non-Interference. None of the Parties shall not make any use of the Access Easement or Joint Driveway that would interfere with the other Parties' use and enjoyment of the Access Easement Area or Joint Driveway.

5 Default: Remedies. Either Party may enforce the terms of this Declaration. In the event an individual Party (a "Defaulting Party") defaults on any maintenance or payment obligation under this Declaration, the other Party ("Non-Defaulting Party") may serve the Defaulting Party with a written notice to cure setting forth the nature of the default. If within thirty (30) days of receipt of said notice the Defaulting Party fails to cure said default, or commence to cure and diligently pursue the same, then the Non-Defaulting Party may undertake the obligation itself and invoice the Defaulting Party for the costs incurred by the Non-Defaulting Party in curing the default ("Costs"), provided reasonable evidence of such Costs is provided to the Defaulting Party. The Defaulting Party shall pay such Costs, plus ten percent (10%) to the Non-Defaulting Party within fourteen (14) days of the Defaulting Party's receipt of the Non-Defaulting Party's invoice and reasonable evidence of the Costs incurred. Any sums not timely paid shall bear interest at the rate of twelve (12%) per year, compounded annually, from the date payment is due. The Non-Defaulting Party shall have any rights or remedies available in law or equity in the event of default, and such right shall include the right to bring an action for damages, as well as any equitable action for the specific enforcement of any of the provisions contained herein. If collection proceedings are undertaken in connection with a default on any payment obligation incurred under this Declaration, the Non-Defaulting Party shall be entitled to such relief or damages as may be available under law, together with costs and reasonable attorneys' fees incurred in connection therewith. Should any action be brought in connection with this Declaration, including,

without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorney's fees.

- 6 No Waiver. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Failure by any Party to enforce any provision of this Declaration shall not constitute a waiver of such provisions.
- 7 Binding Effect: Covenants Running With Land. This Declaration and each of the provisions of this Declaration touch and concern the Lots and shall be covenants running with the land, benefitting and binding on the Lots and the Parties, and their respective successors as Parties of the Lots and each part thereof. This Declaration shall inure to the benefit of and be enforceable by the Parties and their respective successors as Parties of the Lots and each part thereof. This Declaration and the easements established herein shall not be deemed waived, released, or terminated by any merger of title to any of the Lots. This Declaration shall be recorded in the real property records of El Paso County, Colorado and will serve as notice to all subsequent Parties of the Lots or any portion thereof.
- 8 Effect on Subdivision. This Declaration shall be binding only on the Lots described herein. Nothing contained herein shall be construed as affecting or as an encumbrance on any other lot or portion of the Subdivision, excepts Lots 1, 2, 3 and 4 and any portion thereof.
- 9 Severability. If any clause or provision of this Declaration shall be held invalid or unenforceable, the remainder of this Declaration shall not be affected thereby.
- 10 Applicable Law: Venue. This Declaration shall be governed and interpreted under the laws of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Colorado.

(Signatures on Following Page)



3898 Maizeland Road
Colorado Springs, CO 80909

Phone: 719-528-6133
Fax: 719-528-6848

Surveying • Planning

www ldc-inc.com

NABULSI-ABUSHABAN SUBDIVISION
Project No. 22005
April 17, 2024
Sheet 1 of 3

EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land being a portion of the Southeast Quarter of Section 19, Township 12 South, Range 65 West of the 6th P.M., situate in El Paso, Colorado, as described by document (Reception No. 205147184, El Paso County, Colorado records), more particularly described as follows:

The East 990 feet of the South 1155 feet of the Southeast Quarter of Section 19 in Township 12 South, Range 65 West of the 6th P.M., EXCEPT the South 30 feet and the East 30 feet thereof;

Containing 24.796 "net" acres (1,080,108 square feet), more or less.

EXHIBIT "B"

LEGAL DESCRIPTION: PRIVATE ACCESS EASEMENT

A variable-width PRIVATE ACCESS EASEMENT over and across a portion of the Southeast Quarter of Section 19, Township 12 South, Range 65 West of the 6th P.M., also being a portion of that tract described by document (Reception No. 205147184, El Paso County, Colorado records), situate in El Paso County, Colorado, more particularly described as follows:

Commencing at the Southeasterly corner of said "net" tract (all bearings in this description are relative to the most Southerly line of said "net" tract, which bears S89°58'40"W "assumed"); thence S89°58'40"W along said "net" tract's Southerly line 599.55 feet; thence N00°01'20"W, 15.00 feet to a point on the Northerly line of that proposed fifteen (15) foot wide Public R.O.W. Dedication to Old Ranch Road, NABULSI-ABUSHABAN SUBDIVISION (eventual ninety (90) foot R.O.W. width), said point also being the Point of Beginning of the EASEMENT herein described; thence continue N00°01'20"E, 50.00 feet; thence on a curve to the right, said curve having a central angle of 43°12'27", a radius of 170.00 feet, an arc length of 128.20 feet (the chord to said curve bears N21°34'54"E, a distance of 125.18 feet); thence N43°11'07"E, 80.21 feet; thence on a curve to the left, said curve having a central angle of 43°12'27", a radius of 230.00 feet, an arc length of 173.45 feet (the chord to said curve bears N21°34'54"E, a distance of 169.37 feet); thence N00°01'20"W, 19.45 feet; thence on a curve to the right, said curve having a central angle of 35°39'33", a radius of 100.00 feet, an arc length of 62.24 feet (the chord to said curve bears N17°48'27"E, a distance of 61.24 feet); thence on a reverse curve to the left, said curve having a central angle of 185°39'31", a radius of 60.00 feet, an arc length of 194.42 feet (the chord to said curve bears N57°11'33"W, a distance of 119.85 feet); thence S89°58'43"W, 80.34 feet to a point on the Easterly line of proposed Lot 2, said NABULSI-ABUSHABAN SUBDIVISION; thence S00°46'00"W along said proposed Lot 2's Easterly line, 30.00 feet; thence N89°58'43"E, 72.71 feet; thence Southerly on a non-tangent curve to the left, said curve having a central angle of 35°39'36", a radius of 60.00 feet, an arc length 37.34 feet (the chord to said curve bears S17°51'05"E, a distance of 36.74 feet); thence on a reverse curve to the right, said curve having a central angle of 35°39'33", a radius of 100.00 feet, an arc length of 62.24 feet (the chord to said curve bears S17°51'06"E, a distance of 61.24 feet); thence S00°01'20"E, 19.45 feet; thence on a curve to the right, said curve having a central angle of 43°12'27", a radius of 170.00 feet, an arc length of 128.20 feet (the chord to said curve bears S21°34'54"W, a distance

NABULSI-ABUSHABAN SUBDIVISION
Project No. 22005
April 17, 2024
Sheet 2 of 3

of 125.18' feet); thence S43°11'07"W, 80.21 feet; thence on a curve to the left, said curve having a central angle of 43°12'27", a radius of 230.00 feet, an arc length of 173.45 feet (the chord to said curve bears S21°34'54"W, a distance of 169.37 feet); thence S00°01'20"E, 50.00 feet to a point on said Old Ranch Road's proposed Public R.O.W. Dedication's Northerly line; thence N89°58'40"E along said proposed Public R.O.W. Dedication's Northerly line, 60.00 feet to the Point of Beginning and the terminus point of this description;

Containing 0.990 acres (43,129 square feet), more or less.

SURVEYOR'S STATEMENT: I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, are correct.

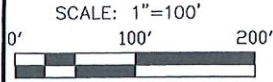
David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: 22005 PAE Lgl.doc
DVH/dh



LEGAL DESCRIPTION EXHIBIT PROPOSED "NABULSI-ABUSHABAN SUBDIVISION"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



LEGEND:

- Indicates "PRIVATE ACCESS EASEMENT" (0.990 Acres - 43,129 Square Feet)
- ** - Indicates data relative to Private Access Easement (shared driveway)

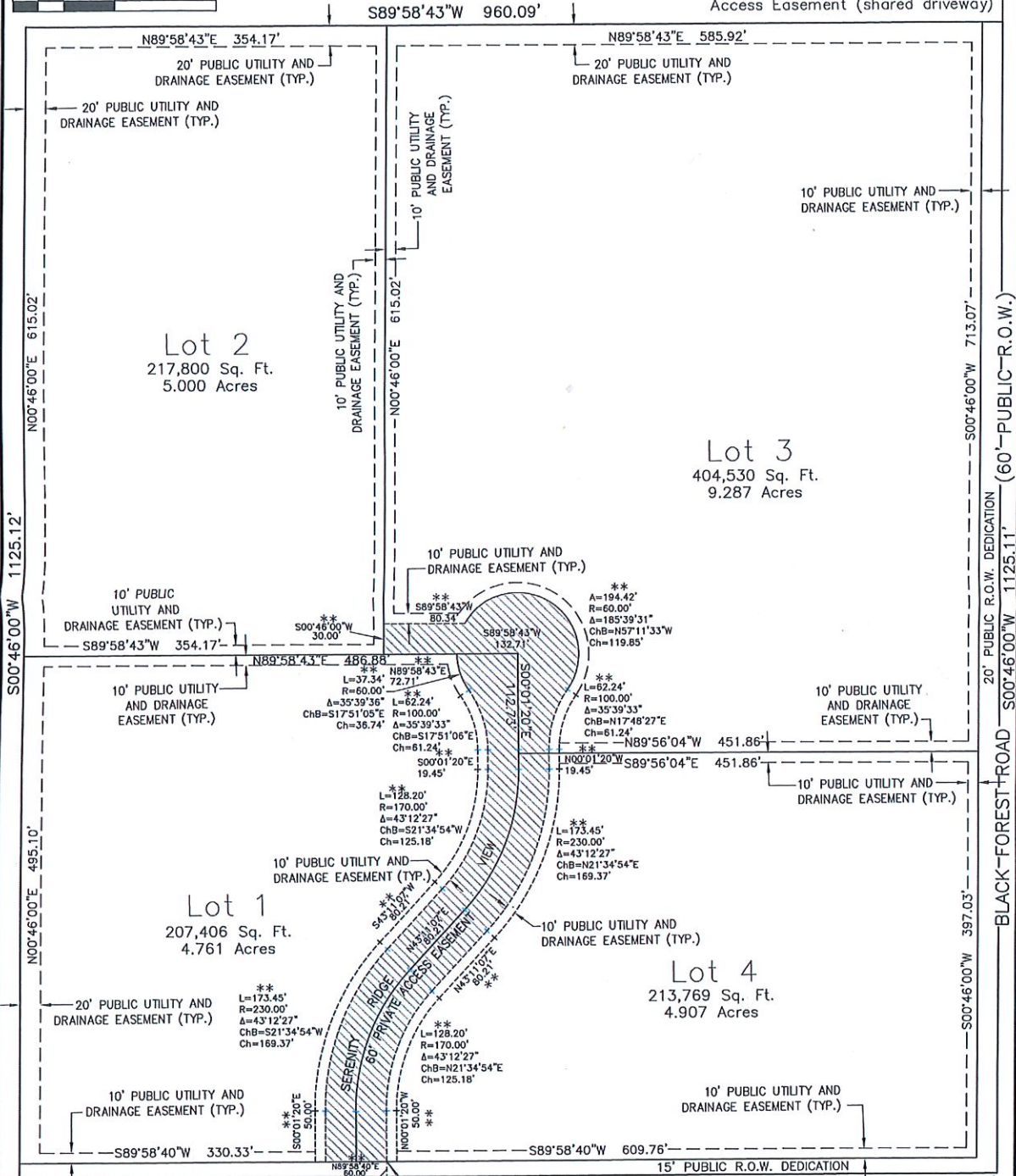


EXHIBIT "B"
SHEET 3 OF 3

P.O.B. **S89°58'40"W 960.09'** BEARING BASED
OLD RANCH ROAD (60' PUBLIC R.O.W.)

P.O.C.
SELY COG.
NEP TRACT

Land Development Consultants, Inc.
PLANNING • SURVEYING
www ldc-inc.com • TEL: (719) 528-6133 • FAX: (719) 528-6848
3898 MAIZELAND ROAD • COLORADO SPRINGS, CO 80909

DWN BY: HFW	DATE: 11/5/23
CK'D BY: DVH	REF. NO.: SERENITYRIDGEV

NOTE: This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
PROJECT NUMBER 22005			