

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CD Meridian & Bent Grass LLC  
Attn: Brian Zurek, Manager  
1776 North Scottsdale Road  
P.O. Box 220  
Scottsdale, Arizona 85257-2115:

## DECLARATION OF CROSS-ACCESS EASEMENT

**THIS DECLARATION OF CROSS-ACCESS EASEMENT** (this “*Declaration*”) is made as of August \_\_, 2023 (the “*Effective Date*”), by **CD MERIDIAN & BENT GRASS LLC**, an Arizona limited liability company, with an address of 1776 North Scottsdale Road, P.B. Box 220, Scottsdale, Arizona 85257-2115 (“*Declarant*”).

### RECITALS:

**WHEREAS**, Declarant is the owner of that certain real property consisting of approximately 63,480 square feet (or approximately 1.46 acres) commonly referred to as 8035 Meridian Park Drive, Peyton, Colorado 80831-1035, as more fully described in Exhibit A (the “*Property*”);

**WHEREAS**, Declarant is subdividing the Property into two (2) lots as shown on Exhibit B (each of a “*Lot*,” and collectively the “*Lots*”), which subdivision will be accomplished by a replat of the Property (the “*Replat*”), the application for which has been submitted to and is under review by the County of El Paso, Colorado (the “*County*”);

**WHEREAS**, Declarant and County have concluded that the Lots will be most favorably developed if a cross-access driveway is shared by and between the Lots for the purpose of providing pedestrian and vehicular ingress and egress between the Parcels, which shall inure to the benefit of and bind the Property, including the owner(s) thereof from time to time, and their respective successors and assigns (collectively, the “*Owners*”).

**NOW, THEREFORE**, in order to advance and accomplish the Replat with the County and allow favorable future development of the Property for the benefit of the Owners thereof, Declarant hereby declares, grants, covenants and agrees as follows:

**1. Incorporation of Recitals and Exhibits.** The recitals to this Declaration are true and correct in all material respects, constitute material and operative provisions in this Declaration, and are incorporated into this Declaration by reference. The exhibits attached hereto are incorporated in this Declaration by reference.

**2. Grant of Cross-Access Easement.**

a. Declarant hereby declares, establishes and grants in the location graphically depicted with colored cross-hatch on Exhibit B attached hereto and made a part hereof (the “*Easement Area*”) a non-exclusive perpetual cross-access easement over, on, across and through the Property for unobstructed pedestrian and vehicular ingress and egress between, upon and as to each of the Lots (the “*Cross-Access Easement*”).

b. The Cross-Access Easement shall be kept open and unobstructed at all times, and nothing shall allow any Owner, or invitee thereof (collectively, the “*Permittees*”) any right to work on or otherwise obstruct access within the Easement Area. Without limiting the foregoing, no fence, landscaping, or other barrier shall be erected or permitted within or across the Easement Area which would prevent or obstruct the passage of pedestrian or vehicular travel.

c. The Cross-Access Easement shall benefit and burden each Lot respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Declaration shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both estates.

d. While the Cross-Access Easement shall be for the benefit of, but not restricted solely to, the Owners and Permittees for the duration of their occupancy of the Lots, the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Lots. The Cross-Access Easement shall constitute and remain a private way and drive.

**2. Purpose of the Cross-Access Easement.** The Cross-Access Easement shall be for used for ingress and egress for unobstructed pedestrian and vehicular travel by Owners of Lots and their respective representatives, tenants, employees, customers, invitees, and agents (“*Owner-Related Parties*”). No parking of any vehicles shall be permitted on or in the Easement Area. Use of the Easement Area is not exclusively granted but shall be in common with the use thereof by all Owners and Owner-Related Parties.

**3. Improvements and Maintenance.** Declarant agrees to improve, maintain, and keep unobstructed a paved driveway within the Easement Area in a smooth and evenly covered condition in accordance with applicable governmental standards. Such maintenance shall not include removal of snow or ice or any costs associated therewith.

**4. Binding; Recordation.** This Declaration shall be binding on Declarant, its heirs, successors, and assigns, the Owners and Permittees, and their respective personal or legal

representatives, successors and assigns. This Declaration shall run with the land and shall be recorded in the real property records of the County.

5. **Modifications; Cancellation.** This Declaration may be amended, modified or terminated (in whole or in part) from time to time by written documents executed and acknowledged by all Owners and duly recorded in the real property records of the County.

6. **Governing Law.** This Declaration shall be governed by the laws of the State of Colorado.

7. **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8. **Mortgages.** Any mortgages encumbering all or any portion of the Property shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.

**CD MERIDIAN & BENT GRASS LLC,**  
an Arizona limited liability company

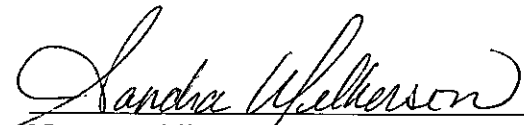
By:   
Brian Zurek, Manager

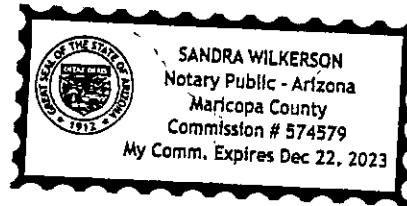
**NOTARIAL ACKNOWLEDGEMENT**

State of Arizona       )  
  ):ss  
County of Maricopa    )

On this 21 day of 2023, 2023, before me personally appeared Brian Zurek, MANAGER (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing document, and who acknowledged that he/she signed the above document.

(seal)

  
Notary Public



**EXHIBIT A**

**Legal Description**

PARCEL A:

LOT 1A, BENT GRASS EAST COMMERCIAL FILING NO. 2A, COUNTY OF EL PASO,  
STATE OF COLORADO.

PARCEL B:

THOSE EASEMENT RIGHTS CREATED BY RECIPROCAL ACCESS EASEMENT AND  
TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT  
RECORDED JUNE 04, 2013 UNDER RECEPTION NO. 213072561 AND FIRST  
AMENDMENT TO RECIPROCAL ACCESS EASEMENT AND TEMPORARY  
CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED JULY  
07, 2013 UNDER RECEPTION NO. 213098588.

# EXHIBIT B

## The Subdivided Lots and Easement Area

