



# Venture Out at Mesa, Inc.

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"A 55+ Community"

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Date: April 3, 2019

To: Venture Out Lot Owner

Subject: Easement Compliance

On March 5<sup>th</sup>, and March 20<sup>th</sup>, 2019 the Condo Board at Venture Out sponsored an Easement Seminar explaining our (VO) responsibilities with regard to the clearing of easements as defined in the May 2010 agreement between Venture Out and SRP entitled, '**Agreement Verifying Location and Terms of Utility Easement.**' The agreement recognized that 'SRP has an easement upon, across, over, and , under the Common Elements and Lots (each as defined in the Declaration) of such Declaration Property, for the purpose of reasonable ingress, egress, installation, replacing, repairing, operating, or maintaining of utilities, including electricity.' **(Article 1 section 1.2)**

The easement is defined as 'for each lot where the lot line is contiguous with the rear lot line of another 'the General Lot Easement shall be a total of ten feet in width (five feet from each lot line)' **Article 2 section 2.1(2)** For perimeter lots 'an easement five feet in width over Common Elements and Association property contiguous to the rear lot line of a Perimeter Lot) (or to the maximum width of Common Elements and Association Property contiguous to the rear lot line, not to exceed 5') **(Article 2 section 21.(3)** For both 'The easement width measurement will be made from a perpendicular (right angle) line from the rear lot line of such Lot.'

## **Exhibit 5(A) to Agreement Verifying Location and Terms of Utility Easements**

This section of the agreement contains the actionable responsibilities for both VO and VO homeowners. It defines 'Livable Structures' and lists the obstacles and obstructions that to be removed from the easement.

**The following excerpt from the agreement lists the responsibilities of VO under the agreement, as defined by Exhibit 5(A):**

## **Exhibit SIAI to Agreement Verifying Location and Terms of Utility Easements**

### **CLEARING OF OBSTACLES FROM EASEMENTS IN VENTURE OUT**

The following guidelines are for the clearing of obstacles from the easement areas within the park.

Venture Out will assume immediate {following acceptance of the "Plan of Operations} responsibility to (this section satisfies Item 3 under Immediate Action Plan of SRP letter to VO dated September 24, 2009):

- i) Inform all owners through personal contact, verified in writing, of their responsibility with respect to the clearing of the easement adjoining their property in accordance with the guidelines outlined below, and
- ii) Maintain personal contact with impacted residents to ensure that the guidelines are met in a timely manner, and

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- iii) Inform owners that any future transfer of their property ownership will trigger all easement clearance requirements pertaining to non-livable structures.
  - a. A livable Structure is defined as an air conditioned/heated Park Model, Modular Home or Travel Trailer with a kitchen, bathroom and bedroom. An air conditioned/heated "Arizona Room" /Room Addition attached with a common wall to the Park Model, Modular Home or Travel Trailer will also be considered as part of the Livable Structure. Covered Patios, Roof Overhangs, stand alone Storage Sheds etc. will be considered as Non-Livable Structures.

**Exhibit 5(A) continues with 'Guidelines and Structure:**

- i) **Main Unit (Livable Structure) - owners will be informed in writing by Venture Out whether their main building unit meets all easement requirements.** If the main building does not meet all requirements, the owner will be informed that compliance must be achieved prior to the initiation of any construction which requires a City of Mesa Building Permit.

The above (quote) is the reason for the attached **card Courtesy Notice Easement Compliance – Venture Out Homeowner**. The information contained in the label is specific to the listed property by block, street and number.

**This section (Exhibit 5(A) further defines obstacles located within the easement.** Listed below are the obstructions and Obstacles from this section, which should be removed from the easement, not as a quote.

Stand Alone Sheds, temporary storage units, fences (and similar obstructions) A/C and Evap coolers (only if it impedes work within the easement), vegetation (over 12") solid concrete, pavers (only if it impedes work within the easement).

In summary:

SRP Action on Non-Compliance (from Exhibit 5)

If any Lot Owner has not complied with the clearing of obstacles from the easement areas as described above, then SRP, as it conducts its normal operations in the park, will continue to communicate and coordinate enforcement of easement compliance with the Lot Owner, including sending out a notice of non-compliance to any Lot Owner who has not complied.

- (1) Lot Owners may maintain a Livable Structure (as defined below) existing as of the date of the Agreement within a General Lot Easement until the earlier of (a) the date such Livable Structure is moved in connection with the repair of a fault in the existing underground electric lines (pursuant to the Agreement or as otherwise agreed by a Lot Owner), (b) the date any Livable Structure is removed or upgraded so that an Association and City of Mesa Building Permit is required, or (c) April 30, 2040 (Exhibit 5 section (!)

'Other' obstacles and obstructions should have been removed by December 31, 2011. We (VO) have work to do.

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**2.5 Agreements Regarding All Lots.** For each of the Lots in the Declaration Property, SRP and Association agree that if there is a fault in any existing underground electric lines located within the General Lot Easements or Association Lot Easements, and SRP cannot access such existing underground electric lines because of any existing structures or obstructions within the General Lot Easements or Association Lot Easements, then SRP shall provide written notice to Association of such condition and SRP and Association agree to make a joint effort to identify the least costly option to make such repair, either through removing any existing structures or obstructions or re-routing the electrical line. Association agrees to pay any "Additional Encroachment Lot Cost (as defined below) provided that Association reserves all rights to seek payment from the Lot Owner if the encroachment over the General Lot Easements was created by the Lot Owner without actual written notice to the Association or if the encroachment was created by the Lot Owner on the Association Lot Easements. **(Article 2, section 2.8)**

Please read the information at the bottom of the attached card. It describes how the information was collected.

The cards were provided to the VO homeowners who attended the Easement Seminars. In addition, the 2010 SRP/VO agreement and specific requirements was discussed in detail. We intend to further Easement Seminars during the coming season and encourage any homeowners unable to attend the prior Seminars to join in the coming ones. A separate card is available at the Seminar for a homeowner to request an onsite follow up visit to review the listed information. To date over 100 follow up visits have been conducted.

Finally – The SRP/VO agreement is a legal and binding document. Our compliance is essential to maintaining a positive relationship with SRP. During the Seminar frequent reference is made to our (SRP and VO) ‘Good Faith’ efforts to each comply with the agreement. ‘Good Faith’ starts with our collective clearing of the easements.

Why? Obviously to comply with the agreement and ensure SRP has access to the easements for repairs, replacements, etc, And, equally important – to ensure that anyone walking behind a unit in the easement has open and clear access. This include each homeowner, neighbors, fire, police, and EMT’s.

The Seminar presentations opens with the following slide:

**Information**  
**Cooperation**  
**Common Sense**  
**Progress**

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**Easement Compliance is our individual responsibility.**

**Venture Out Condo Board**

Gary Johnson, Vice President    Ken Winters, Treasurer

Alice Anderson, President

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